

**CITY OF SELMA
COUNCIL & PLANNING COMMISSION SPECIAL JOINT MEETING
September 27, 2021**

PURSUANT TO EXECUTIVE ORDER N-29-20 ISSUED BY GOVERNOR GAVIN NEWSOM, THE PUBLIC HAD THE OPTION TO CALL +1 301 715 8592 ID: 828 3331 2324 TO PROVIDE COMMENTS ON AGENDA ITEMS. THE COUNCIL CHAMBER WAS OPEN FOR THE PUBLIC AS WELL.

The special meeting of the Selma City Council was called to order at 4:00 p.m. in the Council Chambers.

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

Planning Commissioners answering roll call were: Gonzalez, Salas, Singh *arrived at 4:05 p.m.*, Vice-Chair Juarez and Chairperson Coury. Commissioner Sandhu was absent.

Also present were Legal Counsel Lerner, Legal Counsel Carlson, Interim City Manager Jimenez, Assistant City Manager Moreno, Deputy City Manager Santillan, Community Services Director Kirchner, and interested citizens.

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

CONSIDERATION OF A RESOLUTION AUTHORIZING THE CITY MANAGER TO IMPLEMENT TELECONFERENCED PUBLIC MEETINGS PURSUANT TO

ASSEMBLY BILL 361: Motion was made by Council member Guerra and seconded by Council member Mendoza-Navarro to approve RESOLUTION NO. 2021-57R IMPLEMENTING TELECONFERENCED PUBLIC MEETINGS PURSUANT TO ASSEMBLY BILL 361. Motion carried with the following vote:

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

PUBLIC WORKSHOP TO DISCUSS ONGOING ZONING ORDINANCE UPDATE AND GENERAL PLAN, HOUSING, DEVELOPMENT, INFRASTRUCTURE, AND OTHER SIMILAR AND RELATED TOPICS:

Deputy City Manager Santillan provided a power point presentation on the Zoning Ordinance Update. He also introduced Eric VonBerg, Project Manager for Rincon Consultants and Brent Gibbon, Zoning Lead for Mintier Harnish who further discussed the objectives of the zoning ordinance update which included organizing and making the zoning code easier to use and interpret, evaluating permitted and unpermitted uses for each zoning district, including allowances for sidewalk vending, food trucks, temporary uses, innovative uses, updating Accessory Dwelling Unit

Ordinance, updates to be compliant with current State regulations and incorporate downtown zone in development.

After much discussion, Council thanked the City Consultants for the information.

ADJOURNMENT: There being no further business, the meeting was adjourned at 5:48 p.m.

Respectfully submitted,

Reyna Rivera
City Clerk

**CITY OF SELMA
COUNCIL SPECIAL MEETING
October 4, 2021**

PURSUANT TO EXECUTIVE ORDER N-29-20 ISSUED BY GOVERNOR GAVIN NEWSOM, THE PUBLIC HAD THE OPTION TO CALL +1 301 715 8592 ID: 823 3399 2546 TO PROVIDE COMMENTS ON AGENDA ITEMS. THE COUNCIL CHAMBER WAS OPEN FOR THE PUBLIC AS WELL.

The special meeting of the Selma City Council was called to order at 5:00 p.m. in the Council Chambers. Council members answering roll call were: Guerra, Mendoza-Navarro, Trujillo (via Zoom), Mayor Pro Tem Cho, and Mayor Robertson.

Also present were Legal Counsel Lerner, Interim City Manager Jimenez, Assistant City Manager Moreno, Fire Chief Petersen, Community Services Director Kirchner, Police Commander Garza, 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.

PRESENTATION AND DISCUSSION ON SCHEDULE OF FEES AND CHARGES FOR CITY OF SELMA SERVICES (USER FEES):

Interim City Manager Jimenez introduced Chui Thai, Revenue Cost Services. Mr. Thai provided a power point presentation on the Comprehensive User Fee Study for the City of Selma. He discussed the findings that included: removal of unused fees, modernization of leisure and cultural services fees, adjusted development fees to reflect change in services, and current recovery of building permit fees, which as presented provide possible cost recovery of \$293,800. He also discussed service benefits and market demand for annual subsidized costs including fee waivers.

After much Council discussion, it was the consensus of Council to post the User Fee Study on the City of Selma website and bring the matter back on November 1, 2021 for Council consideration.

ADJOURNMENT: There being no further business, the meeting was adjourned at 5:35 p.m.

Respectfully submitted,

Reyna Rivera
City Clerk

**CITY OF SELMA
COUNCIL REGULAR MEETING
October 4, 2021**

PURSUANT TO EXECUTIVE ORDER N-29-20 ISSUED BY GOVERNOR GAVIN NEWSOM, THE PUBLIC HAD THE OPTION TO CALL +1 301 715 8592 ID: 823 3399 2546 TO PROVIDE COMMENTS ON AGENDA ITEMS. THE COUNCIL CHAMBER WAS OPEN FOR THE PUBLIC AS WELL.

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: Guerra, Mendoza-Navarro, Trujillo (via Zoom), Mayor Pro Tem Cho and Mayor Robertson.

Also present were Legal Counsel Lerner, Interim City Manager Jimenez, Assistant City Manager Moreno, Fire Chief Petersen, Community Services Director Kirchner, Police Commander Garza, Public Works Director Ferrell, 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 Antioquia led the invocation.

ORAL COMMUNICATIONS: Public comment was received by Mrs. Andrea Fairbanks.

SPECIAL RECOGNITION OF PROJECT HOPE EVENT: Council member Mendoza-Navarro presented certificates of recognition to Roscoe's Dogs, Louis Franco, and Jaime Espinoza for the first of many successful events.

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

- 1.a. 2021-58R Consideration of a Resolution Declaring Certain Equipment Surplus and Authorizing their Sale, Donation, Or Disposal
- b. Pulled Consideration of the check register dated September 28, 2021

CONSENT CALENDAR AGENDA ITEM 1.b. CHECK REGISTER DATED SEPTEMBER 28, 2021: Motion was made by Council member Guerra to approve CHECK REGISTER DATED SEPTEMBER 28, 2021. The motion was seconded by Mayor Pro Tem Cho and carried unanimously.

- 2. 2021-4 Consideration of an Ordinance amendment to Various Sections of Chapter 10, of Title X of the Selma Municipal Code relating to

Truck/Trailer/RV Parking on Residential Streets and Other Public
Rights-of-Way – Second Reading, Public Hearing and Adoption

Administrative Analyst Tracy Tosta provided a power point presentation on the proposed Ordinance amendment. Mayor Robertson then opened the public hearing at 6:34 p.m. Public comment was received from Ms. Theresa Salas, Mr. Joe Alvarez, and Mr. Jim Avalos. There being no further comments, Mayor Robertson closed the public hearing at 6:43 p.m. After discussion, motion was made by Council member Trujillo and seconded by Council member Guerra to WAIVE THE SECOND READING AND READ BY TITLE ONLY AND ADOPT ORDINANCE NO. 2021-4 AMENDING VARIOUS SECTIONS OF CHAPTER 10 OF TITLE X RELATING TO TRUCK/TRAILER/RV PARKING ON RESIDENTIAL STREETS AND OTHER PUBLIC RIGHT OF WAY, AND REMOVE THE PROPOSED SECTION 10-10-33 (B) REGARDING SCREENING. The motion carried unanimously.

3. Approved Consideration of Options for Fall 2021 Community Clean-up Week Event

Interim City Manager Jimenez reported on the item for Council. Waste Management representative Liz Gomez further discussed agreement with Selma Unified District Transportation Yard. After further discussion, a motion was made to ACCEPT THE SELMA UNIFIED DISTRICT TRANSPORTATION YARD AS THE LOCATION FOR THE FALL 2021 COMMUNITY CLEAN-UP WEEK LOCATION by Mayor Pro Tem Cho. The motion was seconded by Council member Mendoza-Navarro and carried unanimously.

4. Approved Consideration and placement of appointments to City Commissions as a result of unscheduled vacancies

City Clerk Rivera reported on the item for Council. After discussion, motion was made by Council member Trujillo and seconded by Council member Guerra to APPOINT GREG GARCIA TO THE PLANNING AND PERSONNEL COMMISSIONS. The motion was carried unanimously.

5. 2021-59R Consideration of a Resolution Approving a Request for a Fee Waiver for the March for Jesus Event

Interim City Manager Jimenez reported on the item for Council. Public comment was received by Pastor Joe Alvarez and Mr. Jim Avalos. After discussion, motion was made by Council member Mendoza-Navarro and seconded by Mayor Pro Tem Cho to APPROVE RESOLUTION NO. 2021-59R APPROVING A REQUEST FOR A FEE WAIVER FOR THE ANTIOQUIA MINISTRIES, INC., BRINGING BROKEN NEIGHBORHOODS BACK TO LIFE, CENTRAL VALLEY MINISTRY ALLIANCE, AND SELMA LEGACY YOUTH PROGRAM MARCH FOR JESUS. The motion carried unanimously.

DEPARTMENT REPORTS: Interim City Manager Jimenez recognized Assistant City Manager Moreno for his service to the City of Selma. He also provided a staffing update in the Finance Department.

Legal Counsel Lerner reported on the League of California Cities Conference Voting Delegate.

Assistant City Manager Moreno thanked Council for the opportunity to serve the community.

Fire Chief Petersen provided an update on the STRIKE Team deployments.

Police Commander Garza provided a staffing update and discussed the Department's social media page.

Community Services Director Kirchner reported that Fresno County Health Department would be providing flu shots at the Senior Center. He also reported that the Police Department and Fire Department would be having lunch days at the Senior Center.

COUNCIL REPORTS: Council member Mendoza-Navarro acknowledged that October is Breast Cancer Awareness month. She congratulated the City on receiving the Kaiser Grant for \$25,000 and thanked Assistant City Manager Moreno on his service to the City. She reported on attending the ribbon cutting at Walmart and the kickboxing event at Pioneer Village.

Council member Trujillo apologized for his absence during the joint special meeting and thanked Assistant City Manager Moreno for his hard work.

Council member Guerra reported on attending the the following: State of the County event, Hispanic Internal Revenue Employee's (HIRE) event, Share the Love Festival, and a meeting with Congressman Valadao's office.

Mayor Pro Tem Cho reported on attending the following: Walmart ribbon cutting, Central Valley Training Center graduation event, Eye Q ribbon cutting, Raisin Festival, and the kickboxing event at Pioneer Village. She also wished Assistant City Manager Moreno well.

Mayor Robertson reported on attending the following: Walk for Charles event, State of the County event, meeting Congressman Valadao's office, Share the Love event, Central Valley Training Center graduation event, Eye Q ribbon cutting, Fresno Council of Governments meeting and Fresno County Rural Transit Agency meeting, reading to students at Terry school, and joint special meeting. He also thanked Assistant City Manager Moreno for his service.

ADJOURNMENT: There being no further business, the meeting was adjourned at 7:27 p.m.

City of Selma
Regular City Council Meeting
October 4, 2021
Page 5
Respectfully submitted,

Reyna Rivera
City Clerk

**CITY OF SELMA
COUNCIL SPECIAL MEETING
October 18, 2021**

PURSUANT TO EXECUTIVE ORDER N-29-20 ISSUED BY GOVERNOR GAVIN NEWSOM, THE PUBLIC HAD THE OPTION TO CALL +1 301 715 8592 ID: 869 3424 3294 TO PROVIDE COMMENTS ON AGENDA ITEMS. THE COUNCIL CHAMBER WAS OPEN FOR THE PUBLIC AS WELL.

The special meeting of the Selma City Council was called to order at 5:00 p.m. in the Council Chambers. Council members answering roll call were: Guerra, Mendoza-Navarro, Trujillo, Mayor Pro Tem Cho, and Mayor Robertson.

Also present were Legal Counsel Lerner, Interim City Manager Jimenez, Deputy City Manager Santillan, 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.

DISCUSSION OF PENSION OBLIGATION BONDS: Interim City Manager Jimenez introduced NHA Advisors Principal Eric Scriven, Vice President Mike Meyer and Associate Roy Kim. The NHA Advisors representatives provided a power point presentation on the CalPERS Cost Management Strategies for the City of Selma. Discussion began with current and projected pension rates and strategies to address rising pension costs. Also discussed was a conceptual overview of restructuring the Unfunded Accrued Liability (UAL) debt with CalPERS as well as various other cities that have recently restructured their UAL.

After Council discussion, it was stated that another meeting would be scheduled to further discuss the information.

ADJOURNMENT: There being no further business, the meeting was adjourned at 6:01 p.m.

Respectfully submitted,

Reyna Rivera
City Clerk

**CITY OF SELMA
COUNCIL REGULAR MEETING
October 18, 2021**

PURSUANT TO EXECUTIVE ORDER N-29-20 ISSUED BY GOVERNOR GAVIN NEWSOM, THE PUBLIC HAD THE OPTION TO CALL +1 301 715 8592 ID: 869 3424 3294 TO PROVIDE COMMENTS ON AGENDA ITEMS. THE COUNCIL CHAMBER WAS OPEN FOR THE PUBLIC AS WELL.

The regular meeting of the Selma City Council was called to order at 6:07 p.m. in the Council Chambers. Council members answering roll call were: Guerra, Mendoza-Navarro, Trujillo, Mayor Pro Tem Cho and Mayor Robertson.

Also present were Legal Counsel Lerner, Interim City Manager Jimenez, Deputy City Manager Santillan, Fire Chief Petersen, Community Services Director Kirchner, Police Commander Garza, Public Works Director Ferrell, 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 Franco Atkinson of Selma First Southern Baptist Church led the invocation. Mayor Robertson held a moment of silence for all those who have recently passed.

ORAL COMMUNICATIONS: Public comment was received by Mrs. Char Tucker and Mrs. Rose Robertson. Council member Guerra and Mayor Robertson thanked Mrs. Rose Robertson for her hard work on the recent Tejano concert.

WASTE MANAGEMENT PRESENTATION ON SENATE BILL 1383 ORGANIC WASTE REDUCTION & ENFORCEMENT: Waste Management representatives Liz Gomez and Michael Rivera provided a power point presentation regarding Senate Bill (SB) 1383 regarding Organic Waste Reduction and Enforcement. Also discussed was Ordinance updates, organic waste requirements, key dates, and responsibilities for the City, County, hauler/collection agency.

After much discussion regarding the food waste program bins, and garbage can replacements, consensus was provided by Council for City Staff to move forward on working towards updating an ordinance to become in compliance with SB 1383.

INFORMATION TECHNOLOGY OVERVIEW & SECURITY UPDATE BY DATA PATH: Mr. Jason Hammack and Mr. Dan Sturdivant representing Data Path provided a power point presentation regarding Desktop Support, Managed Information Technology (IT) Services and Managed Security Services. Public comment was received from Mr. Louis Franco. At this point in the meeting, there was also discussion on City Staff training on security, data center storage, costs for services, and current agreement status.

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

- 1.a. Approved Consideration of the May 14, 2021, Council meeting minutes
- b. Approved Consideration of the May 17, 2021, Council meeting minutes
- c. Approved Consideration of the June 3, 2021, Council meeting minutes
- d. 2021-60R Resolution Authorizing the City to Continue with Teleconferenced Public Meetings Pursuant to Assembly Bill 361
- e. Approved Renewal of RAVE Mobile Safety System Agreement
- f. Pulled Consideration of the check register dated October 12, 2021

CONSENT CALENDAR AGENDA ITEM 1.f. CHECK REGISTER DATED OCTOBER 12, 2021: Motion was made by Council member Guerra to approve CHECK REGISTER DATED OCTOBER 12, 2021. The motion was seconded by Mayor Robertson and carried unanimously.

- 2. Continued Consideration of an Ordinance amendment to Section 8 of Chapter 28, of Title XI of the Selma Municipal Code relating to Billboards (Off Premises Advertising Sign Structure) to increase the maximum allowable face area of billboards, including electronic billboards. The proposed ordinance would also amend requirements for sign placement, design, and electronic display standards within the City – Introduction, First Reading and Public Hearing

Deputy City Manager Santillan introduced Contract Planner Steve Brandt who provided a power point presentation on the proposed Ordinance text amendment requested by applicant Jeremy Gregory of West Coast Billboards. Contract Planner Brandt outlined the proposed requirements that include architectural embellishments on support columns and City branding as well as discussion on onsite and offsite signs. Mayor Robertson then opened the public hearing at 7:42 p.m. Public comment was received from Mr. Jeremy Gregory and Mrs. Stephanie Gregory. There being no further comments, Mayor Robertson closed the public hearing at 7:48 p.m. After discussion, motion was made by Council member Guerra and seconded by Mayor Robertson to INTRODUCE AND WAIVE THE FIRST READING AND READ BY TITLE ONLY AN ORDINANCE AMENDING SECTION 8 OF CHAPTER 28, OF TITLE XI OF THE SELMA MUNICIPAL CODE RELATING TO BILLBOARDS (OFF PREMISES ADVERTISING SIGN STRUCTURE) TO INCREASE THE MAXIMUM ALLOWABLE FACE AREA OF BILLBOARDS, INCLUDING ELECTRONIC BILLBOARDS.

After further discussion, the motion on the floor was withdrawn. Council member Trujillo motioned to continue the matter to the November 1, 2021 Council meeting. The motion was seconded by Mayor Pro Tem Cho and carried unanimously.

3. Continued Consider Objections to Proposed Removal of Illegal Advertising Display at 1630 Second Street

Deputy City Manager Santillan requested that Council continue the hearing to the November 1, 2021 Council meeting. A motion was made to continue the matter to the November 1, 2021 Council meeting by Council member Mendoza-Navarro. The motion was seconded by Council member Guerra and carried unanimously.

4. Approved Consider approval to change the messaging of a City-owned sign located in the center median on the north side of the Floral Ave/Highland Ave intersection

After much discussion and public comment from Mrs. Rose Robertson, Ms. Theresa Salas, and Mr. Franco Atkinson, a motion was made by Council member Guerra to APPROVE THE DESIGN AND INSTALLATION OF THE NEW SIGN FACE PROPOSED BY DWIGHT NELSON ONCE THE CITY HAS RECEIVED CONSENSUS FROM THE FAHRNEY'S. The motion was seconded by Council member Trujillo and carried unanimously.

5. 2021-61R Consideration of Resolution authorizing approval of Caltrans Standard Agreement 06-0003 for State Route 99 and Floral Ave Interchange Operational Analysis

Deputy City Manager Santillan reported on the item for Council. Council member Mendoza-Navarro requested that City Staff inquire if Caltrans would add verbiage that Denny's and the Selma Auto Mall could also be accessed by the SR 43 exit. A motion was then made by Mayor Pro Tem Cho and seconded by Council member Guerra to APPROVE RESOLUTION NO. 2021-61R AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AGREEMENT 060-0003 WITH CALTRANS FOR THE STATE ROUTE 99 / FLORAL AVE INTERCHANGE OPERATIONAL ANALYSIS. The motion carried unanimously.

5. Approved Consideration of a new Christmas/Holiday Display over Second Street

Community Services Director Kirchner provided a power point presentation with the various options for the Second Street display. Public comment was received from Mr. Franco Atkinson, Ms. Theresa Salas, Mr. Robert Cortez, and Mrs. Char Tucker. After Council discussion, a motion was made by Council member Trujillo to APPROVE A MERRY CHRISTMAS AND HAPPY HOLIDAY SIGN OVER SECOND STREET. The motion was seconded by Council member Guerra and carried unanimously.

DEPARTMENT REPORTS: Interim City Manager Jimenez provided an update on staffing in the finance department.

Deputy City Manager Santillan reported on the recent Zoning Ordinance Update workshop and on attending the International City Managers Association Annual Conference.

Police Commander Garza reported on attending mandated training last week.

Community Services Director Kirchner reported on the upcoming Senior Resource Fair.

COUNCIL REPORTS: Council member Mendoza-Navarro reported on attending a recent memorial, California Association for Procurement Officers meeting, Selma Homeless Coalition meeting, Fresno Fair, Tejano Festival, Selma United event, and Selma High School game. She also invited the community to the upcoming reunion and the Soup and Bread Festival.

Council member Trujillo reported that he experienced several losses due to COVID.

Council member Guerra reported on attending the following: Fresno County Social Services ribbon cutting; Marjorie Mason Center event, meeting with Interim and Deputy City Managers, and advised that Fit Republic would be rebranding to Valley Fitness.

Mayor Pro Tem Cho reported on attending the Fresno County Social Services ribbon cutting and on her son's wedding.

Mayor Robertson reported on attending the following: Christian Café reopening, Community Input session for Rockwell Pond Park, and the Fresno County Social Services ribbon cutting. He also congratulated former City Manager Gallavan on her appointment as the Palm Springs Assistant City Manager.

ORAL COMMUNICATIONS: Public comment was received by Ms. Theresa Salas and Mrs. Rose Robertson.

ADJOURNMENT: There being no further business, the meeting was adjourned at 8:57 p.m.

Respectfully submitted,

Reyna Rivera
City Clerk

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

January 18, 2022

ITEM NO: 1.d.

SUBJECT: Consideration of a Resolution Authorizing the City to Continue with Teleconferenced Public Meetings Pursuant to Assembly Bill 361

RECOMMENDATION: Staff recommends that Council approve the resolution authorizing the City to continue with teleconferenced public meetings pursuant to Assembly Bill 361.

DISCUSSION: On September 16, 2021, the California legislature passed Assembly Bill ("AB") 361, which amends Government Code Section 54953 and permits a local agency to use teleconferencing to conduct its meetings in any of the following circumstances: (A) the legislative body holds a state of emergency, and meeting during a proclaimed state or local officials have imposed or recommended measures to promote social distancing; (B) the legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or (C) the legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

In order for the City Council to use teleconferencing as allowed by AB 361 after October 1, 2021, it must first adopt findings in a resolution, allowing the City Council to conduct teleconferenced meetings for a period of thirty (30) days. In addition, AB 361 requires the City to make specified findings every 30 days thereafter. City Council initially approved Resolution No. 2021-57R on September 27, 2021 and subsequently Resolution No. 2021-60R on October 18, 2021, Resolution No. 2021-67R on November 15, 2021, Resolution No. 2021-70R on December 6, 2021, and Resolution No. 2021-72R on December 21, 2021.

Fernando Santillan, City Manager

RESOLUTION NO. 2022 –__R

**A RESOLUTION OF THE CITY OF SELMA, CALIFORNIA AUTHORIZING
CONTINUED USE OF REMOTE TELECONFERENCING PROVISIONS (AB 361)**

WHEREAS, the City Council of the City of Selma (“City Council”) is committed to open and transparent government, and full compliance with the Ralph M. Brown Act (“Brown Act”); and

WHEREAS, the Brown Act generally requires that a public agency take certain actions in order to use teleconferencing to attend a public meeting virtually; and

WHEREAS, the City Council recognizes that a local emergency persists due to the worldwide COVID-19 pandemic; and

WHEREAS, the California Legislature has recognized the ongoing state of emergency due to the COVID-19 pandemic and has responded by creating an additional means for public meetings to be held via teleconference (inclusive of internet-based virtual meetings); and

WHEREAS, on September 16, 2021, the California legislature passed Assembly Bill (“AB”) 361, which amends Government Code, section 54953 and permits a local agency to use teleconferencing to conduct its meetings in any of the following circumstances: (A) the legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing; (B) the legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or (C) the legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; and

WHEREAS, in order for the City Council to use teleconferencing as allowed by AB 361 after October 1, 2021, it must first adopt findings in a resolution, allowing the City Council to conduct teleconferenced meetings for a period of thirty (30) days; and

WHEREAS, the City Council initially approved Resolution No. 2021-57R on September 27, 2021; and

WHEREAS, on October 18, 2021, the City Council approved Resolution No. 2021-60R; and

WHEREAS, on November 15, 2021, the City Council approved Resolution No. 2021-67R; and

WHEREAS, on December 6, 2021, the City Council approved Resolution No. 2021-70R; and

WHEREAS, on December 21, 2021, the City Council approved Resolution No. 2021-72R; and

WHEREAS, Governor Gavin Newsom declared a state of emergency for the State of California due to the COVID-19 pandemic in his order entitled “Proclamation of a State of Emergency,” signed March 4, 2020; and

WHEREAS, the California Occupational and Safety Health Administration (OSHA) continues to recommend certain social distancing requirements, as described in detail in California Code of Regulations Title 8, section 3205 Covid Prevention; and

WHEREAS, the Fresno County Department of Public Health supports the well-being of its communities and County residents and recommends ways to slow the spread of COVID-19 including through social distancing (i.e., “staying at least 6 feet (about 2 arm lengths) from others who don’t live with you” and by avoiding crowds. The Fresno County Department of Public Health states “[t]he more people you are in contact with, the more likely you are to be exposed to COVID-19.”

WHEREAS, the City Council hereby finds that the state and local emergencies have caused and will continue to cause imminent risks to the health or safety of attendees; and

WHEREAS, the City Council is conducting its meetings through the use of telephonic and internet-based services so that members of the public may observe and participate in meetings and offer public comment.

NOW THEREFORE, BE IT RESOLVED, that the recitals set forth above are true and correct and fully incorporated into this Resolution by reference.

BE IT FURTHER RESOLVED, that the City Council is conducting meetings during a state of emergency and OSHA recommends measures to promote social distancing; and/or

BE IT FURTHER RESOLVED, that the City Council has determined that given the state of emergency, holding in-person only meetings would present imminent risks to the health or safety of attendees.

BE IT FURTHER RESOLVED, that the actions taken by the City Council through this resolution shall be applied to all City committees governed by the Brown Act unless otherwise desired by that committee.

BE IT FURTHER RESOLVED, the City Council authorizes the City Manager or their designee(s) to take all actions necessary to conduct City Council meetings in accordance with Government Code section 54953(e) and all other applicable provisions of the Brown Act, using teleconferencing for a period of thirty (30) days from the adoption of this Resolution after which the City Council will again reconsider the circumstances of the state of emergency.

PASSED AND ADOPTED by the Selma City Council on this 18th day of January 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTEST:

Scott Robertson, Mayor

Reyna Rivera, City Clerk

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

January 18, 2022

ITEM NO: 1.e.

SUBJECT: Consideration of a Resolution Authorizing and Approving the Grant Submission and Contract with the State Of California-Department of Alcoholic Beverage Control for Grant Funding

DISCUSSION: The City of Selma Police Department was awarded \$35,196.00, in grant funding from the State of California Department of Alcoholic Beverage Control. The grant proposal includes funding for existing personnel to work on reduction of ABC (Alcohol Beverage Control) violations and alcohol related crime. There is no match required from the City of Selma. Staff is requesting that Council authorize the City Manager to execute all grant related documents once they are received.

RECOMMENDATION: Approve resolution authorizing the City Manager to execute all grant related documents.

Rene Garza, Police Commander
Fernando Santillan, City Manager

RESOLUTION 2022- __ R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN
DOCUMENTS EXECUTING A GRANT AGREEMENT WITH THE
CALIFORNIA DEPARTMENT OF ALCOHOLIC BEVERAGE
CONTROL**

WHEREAS, The City of Selma Police Department desires to undertake a certain project designated as Selma PD ABC Grant 2021-2022 to be funded in part from funds made available through the Alcohol Policing Partnership (APP) Program administered by the Department of Alcoholic Beverage Control (hereafter referred to as ABC);

NOW, THEREFORE, BE IT RESOLVED that the City Manager of the City of Selma is authorized to execute on behalf of the City of Selma all documents pertaining to the grant including any extensions or amendments thereof and any subsequent contract with the State in relation thereto.

IT IS AGREED that any liability arising out of the performance of this contract, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and ABC disclaim responsibility for any such liability.

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

IT IS ALSO AGREED that this award is not subject to local hiring freezes.

The forgoing Resolution was duly adopted by the City Council of the City of Selma at a regular meeting on the January 18, 2022 by the following vote:

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

Scott Robertson, Mayor

ATTEST:

Reyna Rivera, City Clerk

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

21-APP47

PURCHASING AUTHORITY NUMBER (If Applicable)

ABC-2100

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

THROUGH END DATE

3. The maximum amount of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C *	General Terms and Conditions (GTC 04/2017)	4
+ - Exhibit D	Special Terms and Conditions	1
+ - Attachment RFP	RFP Scope of Work	7

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Selma through the Selma Police Department

CONTRACTOR BUSINESS ADDRESS

1710 Tucker Street

CITY

Selma

STATE

CA

ZIP

93662

PRINTED NAME OF PERSON SIGNING

Rene Garza

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

21-APP47

PURCHASING AUTHORITY NUMBER (If Applicable)

ABC-2100

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Alcoholic Beverage Control

CONTRACTING AGENCY ADDRESS

3927 Lennane Drive, Suite 100

CITY

Sacramento

STATE

CA

ZIP

95834

PRINTED NAME OF PERSON SIGNING

Patty Nelson

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

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

January 18, 2022

ITEM NO: 1.f.

SUBJECT: Consideration of a Resolution Authorizing and Approving the Grant Submission and Contract with the State Of California-Department of Justice for Grant Funding

RECOMMENDATION: Approve Resolution authorizing the City Manager to execute all grant related documents.

DISCUSSION: The City of Selma Police Department was awarded \$335,103 in grant funding from the State of California Department of Justice. The grant proposal includes funding for existing personnel to work on reduction of tobacco violations, tobacco related crime, and tobacco education. No new positions will be added directly to fill the grant requirements, but the grant will provide a savings in existing salaries which will allow the Police Department to potentially fund other positions. There is no match requirement.

Staff is requesting that Council authorize the City Manager to execute all grant related documents once they are received.

RECOMMENDATION: Approve resolution authorizing the City Manager to execute all grant related documents.

Rene Garza, Police Commander
Fernando Santillan, City Manager

RESOLUTION 2022- __ R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN
DOCUMENTS EXECUTING A GRANT AGREEMENT WITH THE
CALIFORNIA DEPARTMENT OF JUSTICE**

WHEREAS, The City of Selma Police Department desires to undertake a certain project designated as Selma PD Tobacco Grant 2021-2025 to be funded in part from funds made available through the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 administered by the California Department of Justice (hereafter referred to as DOJ);

NOW, THEREFORE, BE IT RESOLVED that the City Manager of the City of Selma is authorized to execute on behalf of the City of Selma all documents pertaining to the grant including any extensions or amendments thereof and any subsequent contract with the State in relation thereto.

IT IS AGREED that any liability arising out of the performance of this contract, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and DOJ disclaim responsibility for any such liability.

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

IT IS ALSO AGREED that this award is not subject to local hiring freezes.

The forgoing Resolution was duly adopted by the City Council of the City of Selma at a regular meeting on the 18th of January, 2022 by the following vote:

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

Scott Robertson, Mayor

ATTEST:

Reyna Rivera, City Clerk

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

January 18, 2022

ITEM NO: 1.g.

SUBJECT: Consider 1-year Extension of Tax Sharing MOU with the County of Fresno

DISCUSSION:

The City of Selma's current Tax-Sharing Memorandum of Understanding ("MOU") expires on February 27, 2022. In order to accommodate additional time to negotiate a long-term extension, Staff requests Council's authorization to extend the current MOU by a period of 12 months through February 27, 2023. No other terms of the existing MOU would change.

The Tax-Sharing Agreement establishes the rate at which property taxes will be shared between the City and the County as annexations and redevelopment occur as a result of growth and economic development within the City.

Attached as "Exhibit A" is the proposed 2nd Amendment to the existing MOU which extends the term through February 27, 2023. Attached as "Exhibit B" is the original MOU.

Fiscal Impact:

There is no fiscal impact as a result of this action.

RECOMMENDATION: Authorize the extension of the current Tax-Sharing MOU with the County of Fresno for an additional 12-month period through February 27, 2023.

Fernando Santillan, City Manager

SECOND AMENDMENT TO THE AMENDED AND RESTATED
MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF FRESNO AND THE CITY OF SELMA

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

RECITALS:

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

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

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

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

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

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

In addition, should all or any portion of this RESTATED MOU be declared invalid or inoperative by a court of competent jurisdiction, or should any party to this RESTATED MOU fail to perform any of its obligations hereunder, or should any party to this RESTATED MOU take any action to frustrate the

intentions of the parties as expressed in this RESTATED MOU, then in such event, this entire RESTATED MOU, as well as any ancillary documents entered into by the parties in order to fulfill the intent of this RESTATED MOU, shall immediately be of no force and effect and, in particular, no property tax exchange agreement, as required by Section 99 of the Revenue and Taxation Code, shall exist between the CITY and COUNTY as to unincorporated property.

2. Upon the Effective Date of this Second Amendment, the MOU, as previously amended, and this Second Amendment collectively constitute the MOU.

3. The MOU, as amended by this Second Amendment, is ratified and continued.

4. Unless expressly modified by the terms of this Second Amendment, all other terms of the MOU remain in full force and effect.

(Signature page follows.)

IN WITNESS WHEREOF, the Parties hereto have executed this Fourth Amendment as of the Effective Date.

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

By: _____
Brian Pacheco, Chairman of the
Board of Supervisors of the County
of Fresno

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

By: _____
Deputy

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

By: _____
Scott Robertson, Mayor, City of Selma

ATTEST:
Reyna Rivera,
City Clerk, City of Selma

By: _____
Reyna Rivera, City Clerk

REVIEWED AND RECOMMENDED FOR
APPROVAL:

By: _____
Fernando Santillan, City Manager

APPROVED AS TO LEGAL FORM:

By: _____
Mary Lerner, City Attorney

1 **AMENDED AND RESTATED**
2 **MEMORANDUM OF UNDERSTANDING BETWEEN**
3 **THE COUNTY OF FRESNO, THE CITY OF SELMA,**
4 **AND THE SELMA REDEVELOPMENT AGENCY**

5 THIS AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING
6 (hereinafter "Restated MOU") is made and executed this 27th day of
7 February, 2007, by and between the COUNTY OF FRESNO, a political
8 subdivision of the State of California (hereinafter referred to as "COUNTY"), and the City
9 of SELMA, a municipal corporation of the State of California (hereinafter referred to as
10 "CITY"), and the SELMA REDEVELOPMENT AGENCY, a redevelopment agency
11 organized and existing under and by virtue of the laws of the State of California
12 (hereinafter referred to as "AGENCY").

13 W I T N E S S E T H

14 WHEREAS, COUNTY, CITY and AGENCY wish to work together to develop a
15 fair and equitable approach to tax sharing and the encouragement of sound economic
16 growth; and

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

21 WHEREAS, COUNTY, CITY and AGENCY recognize the importance of
22 COUNTY and CITY services and are prepared to cooperate in an effort to address
23 COUNTY's and CITY's fiscal problems; and

24 WHEREAS, through annexation and appropriate redevelopment, CITY and
25 AGENCY provide the opportunity for economic growth and development to support
26 public services for both CITY and COUNTY; and

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

SAL RES AMENDS #07-003

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

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

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

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

16 ARTICLE I

17 DEFINITIONS

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

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

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

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

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

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

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

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

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

27
28 ARTICLE II

1 ANNEXATIONS BY CITY

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

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

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

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

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

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

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

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

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

ARTICLE III

EXCHANGE OF PROPERTY TAX REVENUES TO BE

MADE UNDER SECTION 99 OF THE REVENUE AND TAXATION CODE

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

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

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

4 COUNTY: 62%

5 CITY: 38%

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

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

15 ARTICLE IV

16 DEVELOPMENT WITHIN AND ADJACENT

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

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

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

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

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

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

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

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

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

18 ARTICLE V

19 IMPLEMENTATION OF SALES TAX

20 REVENUE COLLECTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24 5.6 CITY and COUNTY further agree that the annual report of the State Board
25 of Equalization and the Department of Finance Annual Population Estimates shall be
26 used as the data source for the purpose of calculating the per capita sales tax revenue
27 pursuant to this RESTATED MOU.
28

5.7 Application of the formula to be used in the allocation of revenues pursuant to section 5.2 is illustrated in Exhibit "5", attached hereto and incorporated by reference herein as if set forth fully at this point.

ARTICLE VI

REDEVELOPMENT

6.1 The parties acknowledge that circumstances may develop making it desirable to negotiate the amount of property tax increment, as described in Section 33670 of the Health and Safety Code, that AGENCY will pass through to County and the Fresno County Library District (hereinafter "Library District") in individual redevelopment projects. In those instances where CITY or AGENCY wish to negotiate, the parties agree to conduct and complete such negotiations within a 60-day period following CITY or AGENCY's written notice to COUNTY of the desire to negotiate as to the particular redevelopment project. These negotiations will take place prior to AGENCY approval of the preliminary report. In the event of an impasse or failure of negotiations to result in a mutually agreed upon retention/pass-through formula within the negotiating period, CITY, AGENCY, and COUNTY shall appoint a mutually agreed upon third party to be paid half by CITY or AGENCY and half by COUNTY to make a full study of the conditions and circumstances pertaining to the specified redevelopment project causing the impasse and to report and recommend a pass-through/retention formula to CITY, the AGENCY, and COUNTY. The governing boards of each shall receive and consider the pass-through/retention formula recommendations of the third party and shall then again negotiate a mutually acceptable formula or percentage pass-through. The third party shall act as a mediator and not an arbitrator and the recommendations submitted by such a third party shall be advisory and not mandatory or binding on the parties concerned. In the absence of such negotiations or if negotiations do not result in an agreement within the negotiating period, CITY and AGENCY will pass through to COUNTY and the Library District one hundred percent (100%) of their respective shares of the property tax increment for the project. The

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

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

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

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

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

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

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

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

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

18 ARTICLE VII

19 COUNTY AND CITY ASSURANCES ON USE OF REVENUE

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

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

1 ARTICLE VIII

2 COOPERATIVE EFFORTS AT LEGISLATIVE REFORM

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

5 ARTICLE IX

6 GENERAL PROVISIONS

7 9.1 Term of MOU

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

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

21 9.2 Termination Due to Changes in Law

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

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

8 9.3 Modification

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

12 9.4 Enforcement

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

19 9.5 Entire MOU; Suppression

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

27 9.7 Notice
28

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

5 COUNTY

6 County Administrative Officer
7 County of Fresno
8 Hall of Records, Room 300
9 2281 Tulare Street
10 Fresno, CA 93721

CITY AND AGENCY

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

9.8 Renegotiation

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

9.9 Notice of Breach

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

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

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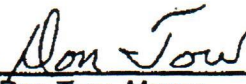
28

1
2 IN WITNESS WHEREOF, the parties hereto have executed this RESTATED
3 MOU in the County of Fresno, State of California, on the dates set forth above.
4

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

8 By: 
9 Bob Waterston, Chairman
Board of Supervisors


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

By: 
Don Tow, Mayor
City of SELMA

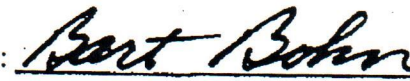
10
11 ATTEST:
12 Bernice E. Seidel,
13 Clerk to the Board of Supervisors

14 By: , Deputy

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

By: 
D-B. Heusser,
Executive Director

16 REVIEWED AND RECOMMENDED
17 FOR APPROVAL
Bart Bohn, County Administrative Officer

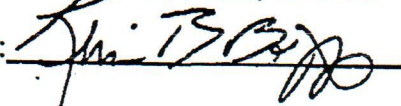
18 By: 

APPROVED AS TO LEGAL FORM:
Neil Costanzo, City Attorney
City of SELMA


By: 

ATTEST:

20 APPROVED AS TO LEGAL FORM:
21 Dennis Marshall, County Counsel

22 By: 

Melanie Carter,
Clerk to the City of SELMA

By: 

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

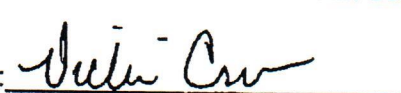
25 By: 

EXHIBIT 1
STANDARDS FOR ANNEXATION

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

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

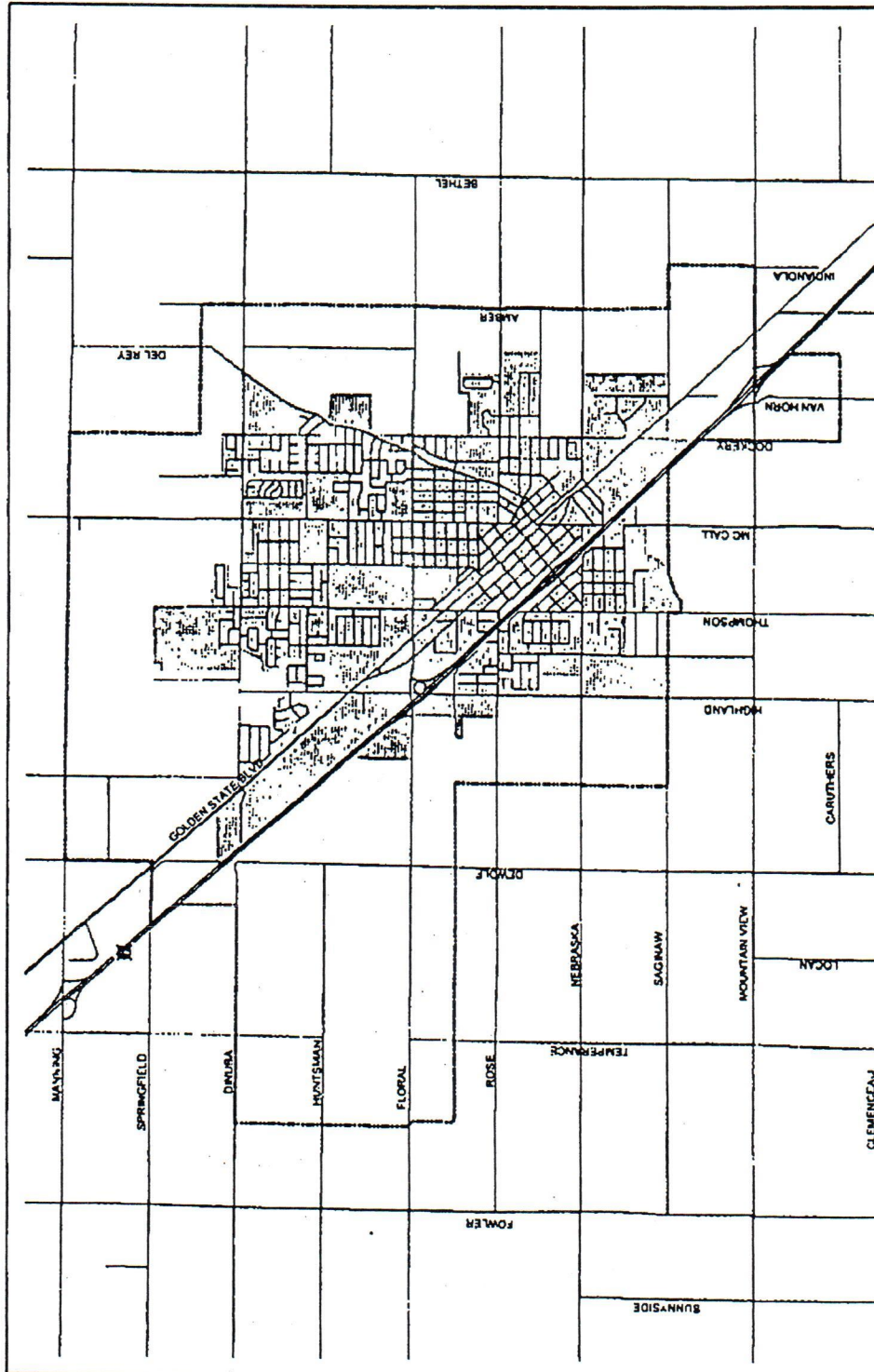
- The request for annexation is by a city for annexation of its own publicly-owned property for public use.
- The request for annexation is by a city in order to facilitate construction of public improvements or public facilities which otherwise could not be constructed.
- The request for annexation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

20-Oct-05

EXHIBIT 2

**CITY OF
SELMA**

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



City Date (8/05)

Note: Areas are depicted as they are and do not reflect actual legal values.

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

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

Legend

Sphere of Influence

City Limits

EXHIBIT 3

SELMA

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

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

EXHIBIT 4
SELMA

SALES TAX REVENUE
SHARING PROPORTION

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

EXHIBIT 5

2004-05 DATA

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

CITY	SALES TAX REVENUE 2003-2004 A	POPULATION JANUARY 1 2004 B	PER CAPITA SALES TAX REVENUE 2003-2004 C	SALES TAX REVENUE 2004-2005 D	POPULATION JANUARY 1 2005 E	PER CAPITA SALES TAX REVENUE 2004-2005 F	MEETS CRITERIA 2003-2004 G	MEETS CRITERIA 2004-2005 H	GROWTH OVER 1/2% I	SALES TAX REVENUE GROWTH J	Growth difference
CLOVIS	\$11,880,894	80,884	\$146.89	\$ 10,428,302.00	86,015	\$121.21	A	A	NO	-12%	(1,454,582.00)
COALINGA (1)	\$757,100	11,780	\$64.27	\$ 613,410.00	12,176	\$50.38	A	B	NO	-19%	(143,690.00)
FIREBAUGH	\$560,376	6,585	\$85.10	\$ 445,141.00	6,741	\$66.03	A	A	NO	-21%	(115,235.00)
FOWLER	\$839,660	4,600	\$182.53	\$ 787,391.00	4,729	\$166.50	A	A	NO	-6%	(52,269.00)
FRESNO	\$61,848,563	458,143	\$135.59	\$ 53,255,186.00	464,727	\$114.59	A	A	NO	-14%	(8,593,377.00)
HURON	\$147,496	6,969	\$21.16	\$ 123,635.00	7,016	\$17.62	B	B	NO	-16%	(23,861.00)
KERMAN	\$624,057	10,666	\$58.51	\$ 581,429.00	11,455	\$50.76	B	B	NO	-7%	(42,628.00)
KINGSBURG	\$654,516	11,157	\$58.66	\$ 528,617.00	11,237	\$47.04	B	B	NO	-19%	(125,899.00)
MENDOTA	\$342,470	8,656	\$39.56	\$ 317,768.00	8,739	\$36.36	B	B	NO	-7%	(24,702.00)
ORANGE COVE	\$136,415	9,255	\$14.74	\$ 104,013.00	9,297	\$11.19	B	B	NO	-24%	(32,402.00)
PARLIER	\$293,951	12,262	\$23.97	\$ 197,145.00	12,709	\$15.51	B	B	NO	-33%	(96,806.00)
REEDLEY	\$1,308,719	21,753	\$60.16	\$ 1,136,621.00	22,599	\$50.30	B	B	NO	-13%	(172,098.00)
SANGER	\$1,513,208	20,520	\$73.74	\$ 1,380,864.00	22,105	\$62.47	A	A	NO	-9%	(132,244.00)
SAN JOAQUIN	\$126,836	3,569	\$35.54	\$ 122,235.00	3,623	\$33.74	B	B	NO	-4%	(4,601.00)
SELMA	\$4,096,095	21,781	\$188.06	\$ 3,218,510.00	22,411	\$143.61	A	A	NO	-21%	(877,585.00)
SALES TAX REVENUE TOTAL ALL CITIES	\$85,130,356	688,580	\$123.99	\$ 73,238,367.00	705,579	\$103.80					
PER CAPITA ALL CITIES			\$123.99			\$103.80					
			\$123.99			\$103.80					
UNINCORPORATED POPULATION (1)		172,975			176,062						
TOTAL COUNTY POPULATION		859,555			882,642						

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

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

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

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

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

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

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

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

EXHIBIT 6

AREA 1

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

AREA 2

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

AREA 3

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

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

AREA 4

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

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

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

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

AREA 5

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

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

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

January 18, 2022

ITEM NO: 1.h.

SUBJECT: Consideration of an agreement between the City of Selma and Dr. Thomas J. O'Laughlin, M.D. to serve as the Medical Director for the Selma Fire Department

RECOMMENDATION: Staff recommends that Council approve the agreement between the City of Selma and Dr. Thomas J. O'Laughlin, M.D. to serve as the Medical Director for the Selma Fire Department.

DISCUSSION: As an Emergency Medical Services (EMS) provider, the Selma Fire Department is required to have a medical director that oversees the ordering and distribution of narcotics and other medications. This is a position that had been held by Dr. Stanley Louie for many years, on a voluntary basis. Since Dr. Louie's sudden passing, the department has been in search of a doctor that would be willing to take on this role. After discussions with local doctors were unsuccessful, the department located Dr. O'Laughlin, who is from the Fresno area and willing to take on the role of medical director. Dr. O'Laughlin will receive a \$500 monthly stipend from the City to oversee the fire department's medication program. It has become common practice to give medical directors a stipend for their services, and \$500 is consistent with other agencies. That agreement has been reviewed and approved by the RMA.

<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>
\$500/Month		\$2,500
<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: Ambulance Fund		\$6,000
Fund Balance: \$2,027,699.63		

Robert Petersen, Fire Chief
Fernando Santillan, City Manager

Medical Director Agreement

This agreement is entered into effective 1/1/2022 between the City of Selma, a municipal corporation organized and existing under the laws of the State of California hereinafter referred to as the City and Dr. THOMAS J. O'LAUGHLIN, M.D., a medical doctor and physician duly licensed as such by the State of California hereinafter referred to as DR. O'LAUGHLIN an independent contractor.

1. RECITALS Whereas, City employs certain ambulance service workers and emergency medical technicians / paramedics and, in connection with providing emergency medical service, requires the service of a licensed medical doctor and physician, such as DR. O'LAUGHLIN, to prescribe or otherwise authorize the provision of drugs, medications, narcotics, and controlled substances for use by emergency medical technicians / paramedics employed by the City in connection with providing emergency medical treatment.
2. Whereas, DR. O'LAUGHLIN is a medical doctor licensed to practice in the State of California.
3. Whereas, City desires to appoint DR. O'LAUGHLIN as its an independent contractor medical director, and DR. O'LAUGHLIN desires to accept this appointment, on the terms and conditions set forth herein.

NOW, THEREFORE, City and Contractor DR. O'LAUGHLIN agree as follows:

4. DR. O'LAUGHLIN agrees to serve as the medical director for the City. In this capacity, DR. O'LAUGHLIN shall oversee the purchase, administration and disposal of medical and pharmaceutical supplies ("Services") used by the City in connection with patients placed in the City's care. DR. O'LAUGHLIN duties under this agreement shall include, but may not be limited to, the following:
 - a. Complete all necessary applications to have medical and pharmaceutical supplies delivered to the City's principal place of business located at 1711 Tucker Street, Selma, California;
 - b. Supervise the maintenance of all records relating to inventory accounting that may be required by any governmental agency;
 - c. Maintain on file with the City DR. O'LAUGHLIN current physician's license, DEA number, California driver's license number, and social security number (only if required by law);
 - d. Undertake all actions to ensure that the City is able to maintain an adequate inventory of all medical and pharmaceutical supplies to conduct its business affairs;
 - e. Review of formal Quality Improvement cases;
 - f. Input on City's EMS training sessions for department personnel; and,
5. All costs incurred in securing medical and pharmaceutical supplies for the City including regulatory costs, shall be borne entirely by the City.
6. City personnel, under DR. O'LAUGHLIN supervision, shall maintain all records relating to the inventory of controlled substances in accordance with applicable laws, including any regulations

- issued by the Drug Enforcement Administration, the Food and Drug Administration, Central California EMS Agency, and / or any other regulatory body having jurisdiction over the matter.
7. DR. O'LAUGHLIN shall have the right, at all reasonable times, to enter upon the premises of the City to review any controlled substance inspections, medication inventory and supplies.
 8. DR. O'LAUGHLIN shall be compensated at the rate of \$500.00 per month, due no later than the tenth day of every month and delivered to the address shown in section 12 of this agreement. This amount is being applied to cover services rendered under the terms of this agreement.
 9. During the term of this agreement, the City shall add an endorsement of "*administrative function only*" coverage naming DR. O'LAUGHLIN as an additional insured, while acting in the course and scope of this agreement as the Medical Director for the City.
 10. DR. O'LAUGHLIN shall indemnify, defend and hold harmless City, its officials, officers, agents, employees and volunteers from any and all claims, damages or losses occurring or resulting from DR. O'LAUGHLIN's performance of services for the City.
 11. Independent Contractor. It is understood that contractor DR. O'LAUGHLIN, in the performance of the Services, is acting as an independent contractor and not act as an agent or employee of the City. No benefits (including, but not limited to, CalPERS benefits) are bestowed on DR. O'LAUGHLIN besides the monetary compensation provided pursuant to this Agreement. DR. O'LAUGHLIN agrees that he/she will be responsible to pay all taxes and/or other contributions and/or payments to governmental agencies and/or any other necessary or required payment or expense, and that the City of Selma shall not be responsible for any such payments, contributions or expenses.
 12. Confidentiality. All fire and ambulance related matters are considered confidential. DR. O'LAUGHLIN must not disclose to anyone without the express consent of the City of Selma or by Court order any information that DR. O'LAUGHLIN may be privy to as a contractor under this Agreement.
 13. DR. O'LAUGHLIN shall provide the City a copy of a current authority that allows for the practice of medicine in the State of California. Any change of status in that authority/certificates must be reported to the City immediately.
 14. DR. O'LAUGHLIN shall notify the City immediately if a subpoena to attend court is received in any matter related to services for the City. DR. O'LAUGHLIN shall attend court when required to testify regarding services provided.
 15. DR. O'LAUGHLIN shall follow all applicable local, state and federal laws.
 16. This agreement shall remain in effect until terminated by either party upon 90-day written notice to the other party.
 17. Neither this agreement nor any duties or obligations under this agreement may be assigned by either party without first obtaining the written consent of the other.
 18. Any and all notices required or permitted by this agreement to be served on either party hereto, shall be in writing and shall be deemed duly served when personally delivered to an authorized representative of the party to whom the notice is directed, or in lieu of such personal service when deposited in the United States mail, registered or certified mail, postage prepaid, addressed as follows:

City: City of Selma
1710 Tucker Street
Selma, California 93662

DR O'LAUGHLIN: Dr. Thomas J. O'Laughlin, MD
255 W. Bullard Avenue Suite 112
Clovis, CA. 93612

Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in a manner provided herein.

19. If any provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions with nevertheless continue in full force and effect.
20. This agreement shall be binding upon and shall inure to the benefits of heirs, executors, administrators, successors, and assigns of the parties hereto.

Fernando Santillan, City Manager

Dr. Thomas J. O'Laughlin

Date

Date

1.i.
CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
78473	12/02/21	Printed	AIRGAS USA LLC	OXYGEN SUPPLIES		52.36
78474	12/02/21	Printed	MARK ALVES / ALVES ELECTRIC	TROUBLE SHOOT LIGHTS- SHAFER		150.00
78475	12/02/21	Printed	AMERICAN AMBULANCE	DECEMBER 2021 PAYMENT		62,500.00
78476	12/01/21	Void		Void Check		0.00
78477	12/02/21	Printed	ARAMARK UNIFORM	UNIFORMS/TOWELS/FIRST AID KITS 11/4-11/11/21		564.90
78478	12/02/21	Printed	AT&T	TELEPHONE -NOVEMBER 2021		21.90
78479	12/02/21	Printed	AT&T	INTERNET SERVICE -WEED & SEED 11/11/21-12/10/21		74.19
78480	12/02/21	Printed	AT&T MOBILITY	TELEPHONE -MDT'S 10/12/21-11/11/21		1,738.68
78481	12/02/21	Printed	BANNER PEST CONTROL INC	PEST CONTROL -NOVEMBER 2021		441.00
78482	12/02/21	Printed	BEST TOURS & TRAVEL INC.	SENIOR TRIP -LAUGHLIN	R	8,160.00
78483	12/02/21	Printed	JAY WESLEY BROCK	K9 MAINTENANCE 11/15/21		180.00
78484	12/02/21	Printed	JESSICA CARRANCO	PIONEER VILLAGE RENTAL REFUND		460.20
78485	12/02/21	Printed	CENTRAL SANITARY SUPPLY	JANITORIAL SUPPLIES		452.10
78486	12/02/21	Printed	BEVERLY CHO	SENIOR THANKSGIVING LUNCH REIMBURSEMENT		1,514.85
78487	12/02/21	Printed	CISCO SYSTEMS CAPITAL CRP	LEASE-PHONE SYSTEM/BACKUP 11/15/21-12/14/21		1,375.85
78488	12/02/21	Printed	COUNTY OF FRESNO	RMS/JMS/CAD ACCESS FEES-OCT 21		500.90
78489	12/02/21	Printed	DEPARTMENT OF JUSTICE	BLOOD ALCOHOL ANALYSIS -OCT 21		245.00
78490	12/02/21	Printed	FIRE RECOVERY EMS LLC	AMBULANCE BILLING -OCT 2021		7,116.20
78491	12/02/21	Printed	FRESNO OXYGEN	OXYGEN RENTALS		55.01
78492	12/02/21	Printed	REGINA HARRIS	ZOOT SUIT SOUND DESIGN		600.00
78493	12/02/21	Printed	HENRY SCHEIN INC.	MEDICAL SUPPLIES		113.38
78494	12/02/21	Printed	HERB KNIGHT COMMUNITY CENTER	COMMUNITY RESOURCE GUIDES		294.00
78495	12/02/21	Printed	HINDERLITER DE LLAMAS & ASSOCIATES	SALES TAX Q2/2021		2,159.50
78496	12/02/21	Printed	JAM SERVICES, INC.	TRAFFIC SIGNAL BULBS		316.75
78497	12/02/21	Printed	RALPH JIMENEZ	INTERIM CITY MANAGER AGREEMENT -NOVEMBER 2021		16,500.00
78498	12/02/21	Printed	KENT M KAWOGOE, PHD	PRE-EMPLOYMENT PSYCHOLOGICAL EXAMS		1,025.00
78499	12/02/21	Printed	RUSSELL A KULOW	CITATION BOOKS		1,188.67
78500	12/02/21	Printed	ADAM STEWART MILLER	PIANO ACOMPANIMENT FOR SPONGEBOB THE MUSICAL		400.00
78501	12/02/21	Printed	STEVEN MONTALVO	CHOREOGRAPHY FOR ZOOT SUIT		400.00
78502	12/02/21	Printed	ISAAC MORENO	PAYROLL REIMBURSEMENT		27.50
78503	12/02/21	Printed	PG&E	UTILITIES -NOVEMBER 2021		22,457.70
78504	12/02/21	Printed	PG&E	UTILITIES -NOVEMBER 2021		11.28
78505	12/02/21	Printed	PG&E	UTILITIES -NOVEMBER 2021		15,881.13
78506	12/02/21	Printed	PITNEY BOWES GLOBAL FINANCIAL	POSTAGE MACHINE LEASE -PD 12/16/21-3/15/22		276.53
78507	12/02/21	Printed	QUAD KNOPF, INC.	ON-CALL PLANNING SERVICES 10/3/21-11/13/21		28,317.50
78508	12/02/21	Printed	MELINDA RAMOS	VOCAL DIRECTION -ZOOT SUIT		400.00
78509	12/02/21	Printed	RINCON CONSULTANTS, INC.	ZONING ORDINANCE UPDATE		18,269.31
78510	12/02/21	Printed	DANIEL ANTHONY RIVAS	REIMBURSEMENT FOR BOOTS		200.00
78511	12/02/21	Printed	RRM DESIGN GROUP	ROCKWELL PARK PROJECT	PARTIAL G	31,190.56
78512	12/02/21	Printed	SECOND CHANCE ANIMAL SHELTER	MONTHLY SUPPORT -DECEMBER 21		8,163.57
78513	12/02/21	Printed	STERICYCLE, INC.	STERI-SAFE OSHA COMPLIANCE DECEMBER 2021		180.75
78514	12/02/21	Printed	SUPERIOR VISION INSURANCE INC	VISION INSURANCE -DEC 21		2,028.64
78515	12/02/21	Printed	THE CRISCOM COMPANY	SEWER INFRASTRUCTURE -DEC 21		4,500.00
78516	12/02/21	Printed	TIREHUB, LLC.	TIRES FOR PD		3,514.60
78517	12/02/21	Printed	U.S. BANK	SELMA 2017 GENERAL OBLIGATION BONDS		990.00
78518	12/02/21	Printed	U.S. BANK CORPORATE PMT SYSTEM	CALCARD CHARGES 10/23-11/22/21	PARTIAL R	75,667.75
78519	12/02/21	Printed	UNITY IT	MDT MANAGED SERVICES -OCT 21		3,199.18

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
78520	12/02/21	Printed	VALLEY SHREDDING LLC	DOCUMENT DESTRUCTION SERVICE - PD		40.00
78521	12/02/21	Printed	VANIR CONSTRUCTION	PROFESSIONAL SERVICES -OCT 21 ROCKWELL PARK	PARTIAL G	3,844.96
78522	12/02/21	Printed	VERIZON WIRELESS	AIRCARDS 10/19/21-11/18/21		729.92
78523	12/02/21	Printed	VORTEX INDUSTRIES, INC.	ROLL UP DOOR REPAIRS -FD STA 2		660.00
78524	12/02/21	Printed	WILLDAN ENGINEERING	BUILDING INSPECTOR SERVICES 10/2/21-10/29/21		810.00
78525	12/07/21	Void	RALPH JIMENEZ	INTERIM CITY MANAGER AGREEMENT		0.00
78526	12/07/21	Printed	RALPH JIMENEZ	INTERIM CITY MANAGER AGREEMENT 12/1-12/7/21		3,807.69
78527	12/16/21	Printed	ACTION TOWING AND DIVE TEAM	EVIDENCE TOWING -NOV 2021		210.00
78528	12/16/21	Printed	ADVENTIST HEALTH TULARE	BLOOD/ALCOHOL ANALYSIS -PD		226.00
78529	12/16/21	Printed	AIRGAS USA LLC	OXYGEN SUPPLIES		51.92
78530	12/16/21	Printed	MARK ALVES	INSTALL OUTLETS -PD		3,396.37
78531	12/16/21	Void		Void Check		0.00
78532	12/16/21	Void		Void Check		0.00
78533	12/16/21	Printed	ARAMARK UNIFORM	UNIFORMS/TOWELS/FIRST AID KITS 1711 TUCKER 11/18/21-12/9/21		1,141.27
78534	12/16/21	Printed	AT&T	INTERNET SERVICE -CVTC 12/6/21- 1/5/22		90.25
78535	12/16/21	Printed	AT&T	PD FIRE ALARM		199.69
78536	12/16/21	Printed	AT&T	TELEPHONE 11/4/21-12/3/21		1,447.12
78537	12/16/21	Printed	AT&T	TELEPHONE 11/4/21-12/3/21		153.56
78538	12/16/21	Printed	AT&T	TELEPHONE 11/4/21-12/3/21		118.12
78539	12/16/21	Printed	AT&T MOBILITY	TELEPHONE -MDT'S 11/1-11/30/21		437.71
78540	12/16/21	Printed	BENNY BACA / COOL AIR SPECIALTY	RESET HEATER -PD JAIL, SERVICED PD SERVER ROOM		2,997.00
78541	12/16/21	Printed	BLUE CROSS OF CALIFORNIA	AMBULANCE OVERPAYMENT REIMB RUN SMCA-20-75190:1 7/5/20		1,333.43
78542	12/16/21	Printed	BLUE CROSS OF CALIFORNIA	AMBULANCE OVERPAYMENT REIMB RUN SMCA-20-75029:1 7/5/20		1,501.40
78543	12/16/21	Printed	ALYSSA BURGOS	ZOOT SUIT MAKEUP		150.00
78544	12/16/21	Printed	CALIFITNESS INC.	PARTS FOR ELLIPTICAL & TREADMILL		106.00
78545	12/16/21	Printed	CALIFORNIA ASSOCIATION OF CODE	MEMBERSHIP FEES		95.00
78546	12/16/21	Printed	ROD CARSEY	PLAN CHECKS -NOVEMBER 2021		4,614.34
78547	12/16/21	Printed	CASCADE FIRE EQUIPMENT COMPANY	DRAEGER GAS MONITORS		1,513.29
78548	12/16/21	Printed	CITY OF FRESNO	RANGE USE -OCTOBER 2021		540.00
78549	12/16/21	Printed	CITY OF SANGER FIRE DEPARTMENT	CONSULTING FOR IGT -OCT 2021		516.25
78550	12/16/21	Printed	CITY OF SELMA	STARTING PETTY CASH FOR BUILDING DEPT		200.00
78551	12/16/21	Printed	COMCAST	INTERNET SERVICE -DEC 2021		821.45
78552	12/16/21	Printed	COMCAST	PD TO FCSD -DEC 2021		690.74
78553	12/16/21	Printed	CORELOGIC SOLUTIONS LLC	REALQUEST SERVICES -NOV 2021		481.25
78554	12/16/21	Printed	COUNTY OF FRESNO	RMS/JMS/CAD ACCESS FEES-NOV 21		500.90
78555	12/16/21	Printed	COVID 19 HRSA UNINSURED	AMBULANCE OVERPAYMENT REIMB RUN SMCA-20-1123187:1 11/23/20		616.34
78556	12/16/21	Printed	DATA TICKET, INC.	PARKING CITATION PROCESSING OCTOBER 2021		200.00
78557	12/16/21	Printed	DATAPATH LLC	NETCARE & ON SITE SUPPORT DECEMBER 2021		9,100.00
78558	12/16/21	Printed	DEPARTMENT OF GENERAL SERVICES	ADMIN HEARING -SEPT 21		250.50
78559	12/16/21	Printed	DEPARTMENT OF HEALTH CARE	AMBULANCE OVERPAYMENT REIMB RUN SMCA-21-45659:1 4/6/21		336.07
78560	12/16/21	Printed	DEPARTMENT OF JUSTICE	BLOOD ALCOHOL ANALYSIS -NOV 21 & FINGERPRINTS -NOV 21		654.00
78561	12/16/21	Void	DEPARTMENT OF TRANSPORTATION	SIGNALS & LIGHTING JUL-SEPT 21		0.00
78562	12/16/21	Printed	DOOLEY ENTERPRISES, INC.	AMMUNITION		1,315.10
78563	12/16/21	Printed	ENTERPRISE HOLDINGS, INC.	RENTAL CAR FOR WINDY FIRE	R	1,104.92
78564	12/16/21	Printed	DAVID JOSEPH ESQUIVEL	ZOOT SUIT LIGHTING DESIGN		300.00

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
78565	12/16/21	Printed	JOEL A FEDOR / FEDOR PLUMBING	REPAIR WATER HEATER -CITY YARD		118.71
78566	12/16/21	Printed	FIRE RECOVERY EMS LLC	AMBULANCE BILLING -NOV 2021		8,651.09
78567	12/16/21	Printed	FIVE CITIES EDA	2ND QUARTER DUES OCT-DEC 21		1,387.74
78568	12/16/21	Printed	FRESNO COUNTY EDC	CENTRAL VALLEY TRAINING CENTER 10/1/21-10/31/21	R	3,702.91
78569	12/16/21	Printed	FRESNO OXYGEN	OXYGEN RENTALS		308.77
78570	12/16/21	Printed	FRESNO,MADERA,KINGS AND TULARE	SUPPLIES REIMBURSEMENT -CVTC	R	257.20
78571	12/16/21	Printed	DAVID FRYATT	AMBULANCE OVERPAYMENT REIMB RUN SMCA-21-512463:1 5/12/21		105.28
78572	12/16/21	Printed	JESUS GOMEZ	HOTEL FOR TRAINING REIMB.		682.72
78573	12/16/21	Printed	DOMINIC GRIJALVA	ZOOT SUIT MARKETING ADS		50.00
78574	12/16/21	Printed	JUAN GUZMAN	ZOOT SUIT COSTUMES REIMB.		411.95
78575	12/16/21	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 11/10/21		953.80
78576	12/16/21	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 11/17/21		1,481.40
78577	12/16/21	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 11/24/21		1,365.30
78578	12/16/21	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 12/1/21		1,760.40
78579	12/16/21	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 12/8/21		1,535.90
78580	12/16/21	Printed	HEALTHEDGE ADMINISTRATORS INC.	ADMINISTRATIVE FEES -DEC 21		795.93
78581	12/16/21	Printed	HEALTHEDGE ADMINISTRATORS INC.	ADMINISTRATIVE FEES -JAN 22		876.14
78582	12/16/21	Printed	HEALTHWISE SERVICES, LLC.	MEDICAL WASTE SERVICE -PD & FD	PARTIAL R	279.00
78583	12/16/21	Printed	HENRY SCHEIN INC.	MEDICAL SUPPLIES		3,004.23
78584	12/16/21	Printed	EDGAR N. OLIVERA HERNANDEZ	ZOOT SUIT PHOTOS		400.00
78585	12/16/21	Printed	RAUL R HERRERA JR / ECN POLYGRAPH	POLYGRAPH SERVCIES 5/18-5/28/21		600.00
78586	12/16/21	Void	IRG MASTER HOLDINGS, LLC	CENTRAL VALLEY TRAINING CENTER JANUARY 2022		0.00
78587	12/16/21	Printed	J'S COMMUNICATION INC.	SERVICE AGREEMENT -DEC 21		446.00
78588	12/16/21	Printed	JORGENSEN & COMPANY	FIRE EXTINGUISHER SERVICE -CORP YARD, CITY VEHICLES		2,361.28
78589	12/16/21	Printed	KINGS INDUSTRIAL OCCUPATION	PRE-EMPLOYMENT PHYSICALS-PD		741.17
78590	12/16/21	Printed	KOEFRAN INDUSTRIES, INC.	EMPTY ANIMAL CONTROL FREEZER		163.86
78591	12/16/21	Printed	TIM J LAW / LAW & ASSOCIATES	LAW ENFORCEMENT BACKRGOUNDS		2,400.00
78592	12/16/21	Printed	LEADER INDUSTRIES	2021 MERCEDES AMBULANCE		121,476.56
78593	12/16/21	Void		Void Check		0.00
78594	12/16/21	Printed	LIEBERT, CASSIDY, WHITMORE	LEGAL SERVICES -SEPT 2021		15,283.64
78595	12/16/21	Printed	LOZANO SMITH LLP	LEGAL SERVICES -OCTOBER 2021		25,695.16
78596	12/16/21	Printed	METRO UNIFORM	REVOLVING ACCTS -FD, PD & BALLISTIC VEST	PARTIAL R	1,491.92
78597	12/16/21	Printed	MID VALLEY PUBLISHING,INC.	EMPLOYMENT ADS -PW		50.00
78598	12/16/21	Printed	MUNISERVICES, LLC.	SUTA SERVICES QTR END 6/30/21		3,950.81
78599	12/16/21	Printed	MUSIC THEATRE INTERNATIONAL	LITTLE SHOP OF HORRORS ROYALTY FEES		5,192.74
78600	12/16/21	Printed	NATIONAL BAND & TAG COMPANY	2022 DOG TAGS		187.44
78601	12/16/21	Printed	ALDO NAVA	REIMBURSEMENT OF ADMIN CITE 01194		200.00
78602	12/16/21	Printed	NORIDIAN MEDICARE JE PART B	AMBULANCE OVERPAYMENT REIMB RUN SMCA-20-02260412:1 2/26/20		332.73
78603	12/16/21	Void		Void Check		0.00
78604	12/16/21	Printed	OFFICE DEPOT, INC.	OFFICE SUPPLIES		1,152.67
78605	12/16/21	Printed	PG&E	UTILITIES -NOVEMBER 2021		2,298.35
78606	12/16/21	Printed	PG&E	UTILITIES -NOVEMBER 2021		253.15
78607	12/16/21	Printed	PG&E	UTILITIES -NOVEMBER 2021		122.85
78608	12/16/21	Printed	PG&E	UTILITIES -NOVEMBER 2021		1.89
78609	12/16/21	Printed	PG&E	STREET LIGHTS -PACIFIC ST		11,080.37
78610	12/16/21	Printed	JAMES M. PHILLIPS	INVESTIGATION SERVICES AUG-NOV 2021		7,425.00
78611	12/16/21	Printed	DEVON RICKETTS	PLOTTER PAPER -BLDG		121.39
78612	12/16/21	Printed	RINCON CONSULTANTS, INC.	ZONING ORDINANCE UPDATE		3,906.50
78613	12/16/21	Printed	ALBERT PEREZ RODRIGUEZ / 4 SEASONS	GOLDEN STATE CLEAN UP		1,100.00
78614	12/16/21	Printed	RRM DESIGN GROUP	ROCKWELL PARK PROJECT	PARTIAL G	7,787.50

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
78615	12/16/21	Printed	GARRETT RUIZ	ZOOT SUIT WIG DESIGN		150.00
78616	12/16/21	Printed	SAMPSON,SAMPSON, AND PATTERSON	ACCOUNTING SERVICES OCT-NOV 21		3,500.00
78617	12/16/21	Printed	SAN JOAQUIN VALLEY AIR	22/23 ANNUAL PERMITS		577.00
78618	12/16/21	Printed	SANCHEZ AUTO REPAIR & TOWING	VEHICLE STORAGE FOR EVIDENCE #21-4838		265.00
78619	12/16/21	Printed	SANTA MARIA CALIFORNIA NEWS	NIB-SIDEWALK CONNECTIVITY PROJ, CLASSIFIED ADS-FINANCE		482.06
78620	12/16/21	Printed	SECOND CHANCE ANIMAL SHELTER	MONTHLY SUPPORT -JANUARY 21		8,163.57
78621	12/16/21	Printed	SELMA DISTRICT CHAMBER OF	SANTA'S ARRIVAL, RIB COOK OFF		600.00
78622	12/16/21	Printed	STATE WATER RESOURCES	ANNUAL PERMIT FEE		10,602.00
78623	12/16/21	Printed	STRYKER SALES CORPORATION	BASE STORAGE FOR GURNEYS		902.80
78624	12/16/21	Printed	SUN BADGE CO	BADGES FOR FIREFIGHTERS & CAPTAIN		613.33
78625	12/16/21	Printed	RUBEN TAMAYO	REIMBURSEMENT OF SAFETY GLASSES PER MOU		147.20
78626	12/16/21	Printed	TRACY TOSTA	FACEBOOK ADS & CANVA GRAPHIC DESIGN REIMBURSEMENTS		72.95
78627	12/16/21	Printed	TYLER TECHNOLOGIES, INC.	FUND BALANCE GL TRAINING M. CASTRO		250.00
78628	12/16/21	Printed	U.S. BANK EQUIPMENT FINANCE	COPY MACHINE LEASES -DEC 21		2,255.52
78629	12/16/21	Printed	SAMANTHA MOREE VALLES	ZOOT SUIT PROJECTION MAPPING		300.00
78630	12/16/21	Printed	VALLEY SHREDDING LLC	DOCUMENT DESTRUCTION SERVICE CITY HALL & POLICE DEPT		60.00
78631	12/16/21	Printed	VANIR CONSTRUCTION	PROFESSIONAL SERVICES -NOV 21 ROCKWELL PARK PROJECT	PARTIAL G	3,316.08
78632	12/16/21	Printed	VINCENT COMMUNICATIONS INC	RADIO SUPPLIES & REPAIRS		451.58
78633	12/16/21	Printed	DANIEL VIVEROS	REPAIR GATE -CITY YARD		275.00
78634	12/16/21	Printed	WASTE MANAGEMENT-USA WASTE	GARBAGE -NOVEMBER 2021		124,974.60
78635	12/16/21	Printed	WHITE CAP, L.P.	RAIN JACKETS & PAINTS -PW		315.69
78636	12/16/21	Printed	WILLDAN ENGINEERING	BUILDING INSPECTOR SERVICES 11/1/21-11/26/21		540.00
78637	12/16/21	Printed	JORDAN WILLIAMS	SPONGEBOB PIANIST		100.00
78638	12/16/21	Void		Void Check		0.00
78639	12/16/21	Printed	YAMABE & HORN ENGINEERING, INC	ENGINEERING SERVICES -OCTOBER 2021		42,270.31
78640	12/16/21	Printed	ZOLL DATA SYSTEMS INC	MAINT CONTRACT -FD LIFE PAK		630.00
78641	12/17/21	Printed	IRG MASTER HOLDINGS, LLC	CENTRAL VALLEY TRAINING CENTER JANUARY 2022 ADJUSTMENT	R	10,438.64
TOTAL						827,383.78

Grant: G Reimbursement: R

SUCCESSOR AGENCY

130	12/02/21	Printed	U.S. BANK	SELMA RDA 2010A BOND		2,585.00
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US BANK INVOICE FOR CALCARD CHARGES: 10/23/21-11/22/21

TRANSACTION

EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
ALEJANDRO ALVAREZ	10/27/2021	MAVERICK DATA SYSTEM	WARRANT BUILDER	100-2100-600.400.000	150.00
ALEJANDRO ALVAREZ	10/27/2021	MAVERICK DATA SYSTEM	WARRANT BUILDER	100-2100-600.400.000	150.00
CALEB GARCIA	10/25/2021	STOP N SHOP 2, FRESNO CA	FUEL-ACT	269-2100-600.257.000	67.87
CALEB GARCIA	11/3/2021	ARCO, FRESNO CA	FUEL-ACT	269-2100-600.257.000	67.60
CALEB GARCIA	11/8/2021	CHEVRON, FRESNO CA	FUEL-ACT	269-2100-600.257.000	83.46
CALEB GARCIA	11/12/2021	VILLA STORE, CLOVIS CA	FUEL-ACT	269-2100-600.257.000	76.92
CALEB GARCIA	11/17/2021	SNAP FOOD STORE, FRESNO CA	FUEL-ACT	269-2100-600.257.000	73.28
CALEB GARCIA	11/18/2021	QUICK N EZ, FRESNO CA	FUEL-ACT	269-2100-600.257.000	73.64
CASSY FAIN	11/1/2021	CALIFORNIA PEACE OFFICER	LSP -REIMBURSED THE CITY	800-0000-121.000.000	41.67
CHRISTINA ARIAS	11/19/2021	JOBS AVAILABLE	DIRECTOR OF FINANCE/TREASURER JOB AD	100-1400-600.200.000	273.00
CITY OF SELMA FIRE QRT MST	10/25/2021	EMBASSY SUITES	HOTEL FOR TRAINING CLASS	295-2525-610.915.000	660.81
CITY OF SELMA FIRE QRT MST	10/28/2021	ADVANCE MARKETING SYSTEMS	PASS PORT TAGS	100-2525-600.250.000	6.00
CITY OF SELMA FIRE QRT MST	11/1/2021	FIRE INNOVATIONS	TRUCK 111 BELTS	295-2500-600.250.000	1,154.35
CITY OF SELMA FIRE QRT MST	11/4/2021	FROGGY'S FOG	SMOKE MACHINE	100-2525-610.915.000	141.00
CITY OF SELMA FIRE QRT MST	11/8/2021	THE FIRE CENTER	NAME PLATES FOR TURNOUTS	100-2525-600.476.000	273.96
CITY OF SELMA FIRE QRT MST	11/10/2021	THE HOME DEPOT	TRAINING SUPPLIES	100-2525-610.915.000	34.54
CITY OF SELMA FIRE QRT MST	11/11/2021	DHS EQUIPMENT	SAW FUEL CAP	100-2525-600.250.000	21.07
CITY OF SELMA FIRE QRT MST	11/18/2021	FRESNO COUNTY FIRE SHOP	FIRE HOSE	100-2525-600.250.000	129.20
CITY OF SELMA SNG RES 2	10/27/2021	JIMMY JOHNS	FOOD	100-2525-610.922.000	11.97
CITY OF SELMA SNG RES 2	10/27/2021	CIRCLE K	FUEL PRIOR TO ASSIGNMENT	100-2525-610.922.000	40.00
CITY OF SELMA SNG RES 2	10/28/2021	CAFÉ 122	FOOD	100-2525-610.922.000	10.91
CITY OF SELMA SNG RES 2	10/28/2021	AMERICAS BEST VALUE INN	HOTEL-2 NIGHT STAY	100-2525-610.922.000	151.20
CITY OF SELMA SNG RES 2	10/29/2021	BLAZE PIZZA	FOOD	100-2525-610.922.000	10.91
CITY OF SELMA SNG RES 2	11/1/2021	BURGER KING	FOOD	100-2525-610.922.000	8.73
CITY OF SELMA SNG RES 2	11/1/2021	SAVEMART	FOOD	100-2525-610.922.000	6.49
CITY OF SELMA SNG RES 2	11/1/2021	SAVEMART	FOOD	100-2525-610.922.000	6.49
CITY OF SELMA SNG RES 2	11/1/2021	THE VAULT BAR & GRILL	FOOD	100-2525-610.922.000	13.10
CITY OF SELMA SNG RES 2	11/1/2021	HOLIDAY INN EXPRESS	HOTEL - 1 NIGHT STAY	100-2525-610.922.000	122.04
CITY OF SELMA SNG RES 2	11/2/2021	SAVEMART	FOOD	100-2525-610.922.000	18.81
CITY OF SELMA SNG RES 2	11/2/2021	EAGLE FEATHER TRADING	FUEL	100-2525-610.922.000	30.77
CITY OF SELMA SNG RES 2	11/2/2021	EAGLE FEATHER TRADING	FOOD	100-2525-610.922.000	7.87
CITY OF SELMA SNG RES 2	11/4/2021	DENNY'S	FOOD	100-2525-610.922.000	13.65
CITY OF SELMA SNG RES 2	11/4/2021	EAGLE FEATHER TRADING	FUEL	100-2525-610.922.000	48.12
CITY OF SELMA SNG RES 2	11/4/2021	EAGLE FEATHER TRADING	FOOD	100-2525-610.922.000	7.06
CITY OF SELMA SNG RES 2	11/5/2021	SAVEMART	FOOD	100-2525-610.922.000	9.88
CITY OF SELMA SNG RES 2	11/8/2021	SHELL OIL	FUEL	100-2525-610.922.000	10.87
CITY OF SELMA SNG RES 2	11/8/2021	BLAZE PIZZA	FOOD	100-2525-610.922.000	10.91
CITY OF SELMA SNG RES 2	11/8/2021	EAGLE FEATHER TRADING	FUEL	100-2525-610.922.000	50.55
CITY OF SELMA SNG RES 2	11/8/2021	EAGLE FEATHER TRADING	FUEL	100-2525-610.922.000	50.09
CITY OF SELMA SNG RES 2	11/8/2021	HOLIDAY INN EXPRESS	HOTEL STAY- 8 NIGHTS	100-2525-610.922.000	976.32
CITY OF SELMA SNG RES 2	11/9/2021	SHELL OIL	FOOD	100-2525-610.922.000	8.94
CITY OF SELMA SNG RES 2	11/9/2021	HOLIDAY INN EXPRESS	HOTEL-1 NIGHT	100-2525-610.922.000	122.04
CITY OF SELMA SNG RES 2	11/10/2021	HOLIDAY INN EXPRESS	HOTEL-1 NIGHT	100-2525-610.922.000	122.04
CITY OF SELMA STATION 1	10/25/2021	MIRROR FINISH POLISH	STATION SUPPLIES	100-2525-600.250.000	41.98
CITY OF SELMA STATION 1	10/25/2021	MIRROR FINISH POLISH	STATION SUPPLIES	100-2525-600.250.000	103.51
CITY OF SELMA STATION 1	10/25/2021	THE HOME DEPOT	STATION SUPPLIES	100-2525-600.250.000	193.31
CITY OF SELMA STATION 1	10/29/2021	RITE AID	STATION SUPPLIES	100-2525-600.250.000	6.49

US BANK INVOICE FOR CALCARD CHARGES: 10/23/21-11/22/21

TRANSACTION					
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
CITY OF SELMA STATION 1	11/5/2021	THE HOME DEPOT	STATION SUPPLIES	100-2525-600.250.000	94.74
CITY OF SELMA STATION 1	11/8/2021	WAL-MART	STATION SUPPLIES	100-2525-600.250.000	31.90
CITY OF SELMA STATION 1	11/8/2021	THE HOME DEPOT	STATION SUPPLIES	100-2525-600.250.000	8.14
CITY OF SELMA STATION 1	11/9/2021	NELSONS ACE HARDWARE	STATION SUPPLIES	100-2525-600.250.000	9.81
CITY OF SELMA STATION 1	11/10/2021	NAPA AUTO PARTS	STATION SUPPLIES	100-2525-600.250.000	8.39
CITY OF SELMA STATION 2	11/1/2021	THE HOME DEPOT	CREDIT FOR RETURN OF REPAIR KIT	100-2525-600.250.000	(44.71)
CITY OF SELMA STATION 2	11/1/2021	WAL-MART	C-SHIFT HALLOWEEN	100-2525-600.250.000	29.36
CITY OF SELMA STATION 2	11/1/2021	THE HOME DEPOT	SHOWER REPAIR & CLEANING SUPPLIES	100-2525-600.250.000	102.78
CITY OF SELMA STATION 2	11/1/2021	THE HOME DEPOT	SHOWER TRIM	100-2525-600.250.000	54.22
CITY OF SELMA STATION 2	11/3/2021	THE HOME DEPOT	SCREWS FOR STATION	100-2525-600.250.000	6.94
CITY OF SELMA STATION 2	11/4/2021	THE HOME DEPOT	CREDIT FOR RETURN- SHOWER TRIM	100-2525-600.250.000	(54.22)
CITY OF SELMA STATION 2	11/11/2021	WAL-MART	WATER, GATORADE, CLEANING SUPPLIES	100-2525-600.250.000	99.25
CITY OF SELMA STATION 2	11/16/2021	THE HOME DEPOT	SHOWER SUPPLIES	100-2525-600.250.000	46.99
CITY OF SELMA STATION 2	11/19/2021	THE HOME DEPOT	DRYWALL, PAINT & COMPOUND	100-2525-600.250.000	86.41
CITY OF SELMA TRAINING DIV	11/15/2021	FIRE AND RESCUE TRAINING.GOV	STRIKE TEAM LEADER CLASS	100-2525-610.915.000	400.00
DEBBIE GOMEZ	10/22/2021	FEDEX	SHIPPING - CASINGS TO NIBIN FOR ENTRY	100-2100-600.120.000	30.17
DEBBIE GOMEZ	10/22/2021	CENTRAL VALLEY GUNS	AMMUNITION & MAGAZINE	100-2200-600.250.000	200.00
DEBBIE GOMEZ	10/24/2021	FEDEX	SHIPPING - FIREARM 19-3724	100-2100-600.120.000	29.95
DEBBIE GOMEZ	10/25/2021	DASH MEDICAL	GLOVES FOR PATROL (COVID RELATED)	100-2200-600.250.000	1,372.64
DEBBIE GOMEZ	10/31/2021	FEDEX	SHIPPING - CASINGS TO NIBIN FOR ENTRY	100-2100-600.120.000	26.22
DEBBIE GOMEZ	11/3/2021	BEST BUY	TV WALL MOUNT FOR LOBBY	806-0000-223.400.000	65.07
DEBBIE GOMEZ	11/3/2021	AMAZON	AIR PURIFIER (COVID RELATED) , NIGHT LIGHTS, STI	100-2200-600.250.000	102.20
DEBBIE GOMEZ	11/4/2021	BEST BUY	50" TV FOR LOBBY	806-0000-223.400.000	385.65
DEBBIE GOMEZ	11/4/2021	AMAZON	TABLE RUNNER	100-2100-600.250.000	17.35
DEBBIE GOMEZ	11/6/2021	AMAZON	SPLENDA FOR MEETINGS & TRAININGS	100-2200-610.915.000	9.22
DEBBIE GOMEZ	11/8/2021	NATIONAL PEN CO	PENS WITH POLICE INFO	100-2100-600.250.000	148.27
DEBBIE GOMEZ	11/8/2021	AMAZON	COFFEE CREAMER, SUGAR, WRAPPED UTENSILS FOR MEETINGS & TRAININGS	100-2200-610.915.000	63.42
DEBBIE GOMEZ	11/9/2021	AMAZON	CREDIT FOR DAMAGED COFFEE CREAMER	100-2200-610.915.000	(34.18)
DEBBIE GOMEZ	11/9/2021	ART TO FRAMES	CUSTOMIZED BULLETIN BOARD	100-2100-600.250.000	124.59
DEBBIE GOMEZ	11/9/2021	AMAZON	COFFEE CREAMER, SERVING TRAY & COVER FOR MEETINGS & TRAININGS	100-2200-610.915.000	97.33
DEBBIE GOMEZ	11/9/2021	AMAZON	COFFEE CUPS FOR MEETINGS & TRAININGS	100-2200-610.915.000	35.55
DEBBIE GOMEZ	11/10/2021	OFFICE SUPPLY	DVD-R'S AND FLASH DRIVES	100-2200-600.250.000	281.04
DEBBIE GOMEZ	11/10/2021	AMAZON	COFFEE CONDIMENT ORGANIZER FOR MEETINGS & TRAININGS	100-2200-610.915.000	49.48
DEBBIE GOMEZ	11/10/2021	AMAZON	PUSH PINS FOR BULLETIN BOARD	100-2100-600.250.000	16.18
DEBBIE GOMEZ	11/10/2021	AMAZON	AIR PURIFIER & FILTER (COVID RELATED)	100-2100-600.250.000	360.95
DEBBIE GOMEZ	11/12/2021	FEDEX	SHIPPING - FIREARM 16-4502	100-2100-600.120.000	52.90
DEBBIE GOMEZ	11/13/2021	AMAZON	PLUG IN FOR MENS RESTROOM	100-2100-600.250.000	15.99
DEBBIE GOMEZ	11/14/2021	AMAZON	HOOK MAGNETS FOR MENS RESTROOM DOORS & MENS TOILET DEODORIZER	100-2100-600.250.000	39.15
DEBBIE GOMEZ	11/14/2021	AMAZON	URINAL SCREENS FOR MENS RESTROOM	100-2100-600.250.000	22.18
DEBBIE GOMEZ	11/14/2021	AMAZON	NON SLIP URINAL FLOOR MATS FOR MENS RESTROOM	100-2100-600.250.000	31.40
EMS DIVISION 550	10/26/2021	CIRCLE K	FUEL	701-9200-600.257.000	47.22
EMS DIVISION 550	11/4/2021	SHELL OIL	FUEL	701-9200-600.257.000	84.89

US BANK INVOICE FOR CALCARD CHARGES: 10/23/21-11/22/21

TRANSACTION

EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
EMS DIVISION 551	11/3/2021	WAL-MART	EMS EQUIPMENT	600-2600-600.250.000	12.29
EMS DIVISION 551	11/3/2021	SPORTSMAN'S WAREHOUSE	EMS EQUIPMENT	600-2600-600.250.000	71.45
EMS DIVISION 551	11/4/2021	SPORTSMAN'S WAREHOUSE	EMS EQUIPMENT	600-2600-600.250.000	(71.45)
EMS DIVISION 551	11/4/2021	THE HOME DEPOT	EMS EQUIPMENT	600-2600-600.250.000	10.81
EMS DIVISION 551	11/5/2021	THE HOME DEPOT	EMS EQUIPMENT	600-2600-600.250.000	77.91
EMS DIVISION 551	11/22/2021	WAL-MART	EMS EQUIPMENT & STATION SUPPLIES	600-2600-600.250.000	66.98
EMS DIVISION 553	10/28/2021	ARCO	FUEL	701-9200-600.257.000	52.53
EMS DIVISION 553	10/29/2021	ARCO	FUEL	701-9200-600.257.000	44.37
EMS DIVISION 553	11/8/2021	CHEVRON	FUEL	701-9200-600.257.000	65.30
EMS DIVISION 553	11/8/2021	CIRCLE K	FUEL	701-9200-600.257.000	42.20
EMS DIVISION 553	11/11/2021	CHEVRON	FUEL	701-9200-600.257.000	70.75
EMS DIVISION 553	11/18/2021	LOVE S TRAVEL	FUEL	701-9200-600.257.000	55.02
FABIAN URESTI	10/29/2021	HOTELS.COM	HOTEL STAY FOR AMBULANCE INSPECTION	100-2500-610.920.000	142.15
FABIAN URESTI	11/1/2021	AMAZON PRIME	CREDIT FOR ACCIDENTAL MEMBERSHIP	100-2500-610.900.000	(14.09)
FABIAN URESTI	11/1/2021	EXXON MOBILE	FUEL- AMBULANCE INSPECTION	701-9200-600.257.000	40.00
FABIAN URESTI	11/1/2021	SHELL OIL	FUEL- AMBULANCE INSPECTION	701-9200-600.257.000	47.00
FABIAN URESTI	11/10/2021	MERET USA	EMS EQUIPMENT	600-2600-600.280.000	117.92
GEORGE SIPIN	10/21/2021	NAPA AUTO PARTS	CREDIT	603-5500-600.256.000	-82.13
GEORGE SIPIN	10/22/2021	POWER TRANSMISSION & SUPPLY	CABLES - STOCK	603-5500-600.256.000	740.79
GEORGE SIPIN	10/22/2021	O'REILLY AUTO PARTS	RELAYS, OIL/AIR FILTERS, BATTERIES-STK	603-5500-600.256.000	608.55
GEORGE SIPIN	10/22/2021	LES SCHWAB TIRES	RESTOCK TIRES	603-5500-600.256.000	481.28
GEORGE SIPIN	10/22/2021	LES SCHWAB TIRES	INSTALL NEW TIRES - RT#131	603-5500-600.400.000	2,171.84
GEORGE SIPIN	10/22/2021	LES SCHWAB TIRES	INSTALL NEW TIRES - RT#126	603-5500-600.400.000	2,171.84
GEORGE SIPIN	10/25/2021	O'REILLY AUTO PARTS	COMPRESSOR - STOCK	603-5500-600.256.000	337.16
GEORGE SIPIN	10/25/2021	O'REILLY AUTO PARTS	A/T & AIR FILTERS - STOCK	603-5500-600.256.000	119.71
GEORGE SIPIN	10/25/2021	ARMANDO'S SMOG	SMOG -RT#159	603-5500-600.400.000	80.00
GEORGE SIPIN	10/25/2021	FRONTIER FASTENER	NUTS/BOLTS/SCREWS-STOCK	603-5500-600.256.000	60.29
GEORGE SIPIN	10/25/2021	FRONTIER FASTENER	SCREWS - STOCK	603-5500-600.256.000	2.05
GEORGE SIPIN	10/25/2021	NVB EQUIPMENT	A/C COMPRESSOR - STOCK	603-5500-600.256.000	355.22
GEORGE SIPIN	10/26/2021	A-1 AUTO ELECTRIC	VALVE, FITTINGS - STOCK	603-5500-600.256.000	350.56
GEORGE SIPIN	10/26/2021	CUMMINS SALES & SERVICE	HOSING/SPARK PLUG KIT-STOCK	603-5500-600.256.000	749.05
GEORGE SIPIN	10/26/2021	CREATIVE BUS SALES, INC	HORN CONTACT KITS/AMBER LIGHTS	603-5500-600.256.000	590.27
GEORGE SIPIN	10/27/2021	O'REILLY AUTO PARTS	BARREL PUMP - STOCK	603-5500-600.256.000	118.23
GEORGE SIPIN	10/27/2021	LES SCHWAB TIRES	INSTALL NEW TIRES - RT#115	603-5500-600.400.000	2,171.84
GEORGE SIPIN	10/27/2021	MOTION & FLOW CONTROL	HYDRAULIC HOSE ASSY-STOCK	603-5500-600.256.000	39.81
GEORGE SIPIN	10/28/2021	PIT STOP TOWING	TOW- UNIT #115	603-5500-600.400.000	450.00
GEORGE SIPIN	11/3/2021	NAPA AUTO PARTS	ATP PLATINUM KITS - STOCK	603-5500-600.256.000	198.67
GEORGE SIPIN	11/4/2021	WALMART	KITCHEN/RESTROOM SUPPLIES	603-5500-600.250.000	302.50
GEORGE SIPIN	11/4/2021	OFFICE MAX	OFFICE SUPPLIES	603-5500-600.250.000	110.92
GEORGE SIPIN	11/5/2021	O'REILLY AUTO PARTS	CAR WASH	603-5500-600.250.000	50.97
GEORGE SIPIN	11/5/2021	LES SCHWAB TIRES	INSTALL NEW TIRES - RT#145	603-5500-600.400.000	432.91
GEORGE SIPIN	11/5/2021	LES SCHWAB TIRES	RESTOCK TIRES	603-5500-600.256.000	721.92
GEORGE SIPIN	11/5/2021	LES SCHWAB TIRES	INSTALL NEW TIRES - RT#120	603-5500-600.400.000	2,171.84
GEORGE SIPIN	11/5/2021	TNT TOWING	TOW -RT #158	603-5500-600.400.000	300.00
GEORGE SIPIN	11/5/2021	TNT TOWING	TOW - RT#115	603-5500-600.400.000	450.00
GEORGE SIPIN	11/5/2021	TNT TOWING	TOW -RT#168	603-5500-600.400.000	250.00
GEORGE SIPIN	11/8/2021	O'REILLY AUTO PARTS	BATTERIES - STOCK	603-5500-600.256.000	254.40

US BANK INVOICE FOR CALCARD CHARGES: 10/23/21-11/22/21

TRANSACTION

EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
GEORGE SIPIN	11/8/2021	TNT TOWING	TOW -RT#168	603-5500-600.400.000	125.00
GEORGE SIPIN	11/8/2021	LES SCHWAB TIRES	RESTOCK TIRES	603-5500-600.256.000	3,343.54
GEORGE SIPIN	11/9/2021	O'REILLY AUTO PARTS	CORE RETURN	603-5500-600.256.000	-44.00
GEORGE SIPIN	11/9/2021	O'REILLY AUTO PARTS	COOLANT HOSE/ANTIFREEZE - STOCK	603-5500-600.256.000	142.22
GEORGE SIPIN	11/9/2021	O'REILLY AUTO PARTS	COOLANT HOSE - STOCK	603-5500-600.256.000	49.91
GEORGE SIPIN	11/10/2021	O'REILLY AUTO PARTS	CORE RETURN	603-5500-600.256.000	-10.00
GEORGE SIPIN	11/12/2021	O'REILLY AUTO PARTS	WATER PUMP/ANTIFREEZE	603-5500-600.256.000	273.54
GEORGE SIPIN	11/12/2021	SAFETY-KLEEN SYSTEMS, INC	PARTS WASHER SERVICE	603-5500-600.400.000	270.10
GEORGE SIPIN	11/15/2021	MICHAEL AUTOMOTIVE CENTER	PUMP - STOCK	603-5500-600.256.000	325.27
GEORGE SIPIN	11/15/2021	KINGSBURG SINCLAIR	PROPANE FOR SHOP HEATER	603-5500-600.250.000	195.62
GEORGE SIPIN	11/15/2021	KINGSBURG SINCLAIR	PROPANE FOR SHOP HEATER	603-5500-600.250.000	9.00
GEORGE SIPIN	11/16/2021	O'REILLY AUTO PARTS	CORE RETURN	603-5500-600.256.000	-36.00
GEORGE SIPIN	11/16/2021	O'REILLY AUTO PARTS	OIL FILTER/POWER STEERING FLUID-STK	603-5500-600.256.000	108.92
GEORGE SIPIN	11/17/2021	O'REILLY AUTO PARTS	AIR FILTERS - STOCK	603-5500-600.256.000	71.54
GEORGE SIPIN	11/17/2021	O'REILLY AUTO PARTS	BLOWER MOTOR - STOCK	603-5500-600.256.000	75.62
GEORGE SIPIN	11/17/2021	LES SCHWAB TIRES	INSTALL NEW TIRES - RT#116	603-5500-600.256.000	2,585.34
GEORGE SIPIN	11/18/2021	O'REILLY AUTO PARTS	RELAYS - STOCK	603-5500-600.256.000	268.80
GEORGE SIPIN	11/18/2021	O'REILLY AUTO PARTS	RESISTORS - STOCK	603-5500-600.256.000	183.49
GEORGE SIPIN	11/18/2021	LES SCHWAB TIRES	RESTOCK TIRES	603-5500-600.256.000	507.96
GEORGE SIPIN	11/18/2021	HOME DEPOT	FOLDING TABLES & CHAIRS	603-5500-600.250.000	208.10
JOHNNIE CERDA	11/13/2021	TRACTOR SUPPLY CO	DOG FOOD POLICE K9	100-2200-600.250.000	48.59
JOHNNIE CERDA	11/15/2021	KINGSBURG VET CLINIC	POLICE K9 MEDICAL BILL	100-2200-600.400.700	80.00
JOHNNIE CERDA	11/18/2021	LLRMI	POLICE TRAINING	100-2200-610.915.000	150.00
KELLI TELLEZ	10/25/2021	AMAZON	OFFICE SUPPLIES	100-1600-600.100.000	10.44
KELLI TELLEZ	10/25/2021	AMAZON	OFFICE SUPPLIES	100-1600-600.100.000	8.06
KELLI TELLEZ	10/28/2021	AMAZON	PERSONAL PURCHASE MADE ON ACCIDENT	100-1600-600.100.000	57.38
KELLI TELLEZ	10/29/2021	AMAZON	OFFICE SUPPLIES	100-1600-600.100.000	11.27
KELLI TELLEZ	10/29/2021	AMAZON	PERSONAL PURCHASE MADE ON ACCIDENT	100-1600-600.100.000	30.36
KELLI TELLEZ	11/1/2021	AMAZON	CREDIT FOR PURCHASE MADE ON ACCIDENT	100-1600-600.100.000	(57.38)
KELLI TELLEZ	11/1/2021	FAMILY DOLLAR	CANDY FOR HALLOWEEN	100-2500-600.250.000	10.00
KELLI TELLEZ	11/8/2021	AMAZON	CREDIT FOR PURCHASE MADE ON ACCIDENT	100-1600-600.100.000	(15.18)
KELLI TELLEZ	11/8/2021	AMAZON	CREDIT FOR PURCHASE MADE ON ACCIDENT	100-1600-600.100.000	(15.18)
KELLI TELLEZ	11/19/2021	AMAZON	JACKET FOR AUSTIN MARTIN-REVOLVING ACCT	100-0000-123.010.000	87.81
MIKAL KIRCHNER	10/25/2021	DISPLAY SALES	SECOND STREET BANNER (MERRY XMAS AND HAPPY HOLIDAYS) DEPOSIT	100-4100-600.400.000	3,575.12
MIKAL KIRCHNER	10/25/2021	WAL MART	POSTER BOARD-RIB COOK-OFF PROMOTION BAND FESTIVAL	601-4100-600.250.000	6.05
MIKAL KIRCHNER	10/27/2021	THE HOME DEPOT	PIONEER VILLAGE ELECTRIC PANELS REPAIRS	601-4100-600.250.000	30.16
MIKAL KIRCHNER	10/28/2021	G'S RISTORANTE	SR. CENTER LUNCHES GRANT FUNDED	805-0000-226.200.000	781.02
MIKAL KIRCHNER	11/1/2021	UNIQUELY YOURS	SR. CENTER SHIRTS	805-0000-226.200.000	690.00
MIKAL KIRCHNER	11/3/2021	NELSONS ACE HARDWARE	STRIPING PAINT FOR BOOTHS AT SPECIAL EVENTS	100-4100-600.250.000	16.47
MIKAL KIRCHNER	11/4/2021	ECONOMIC OPPORTUNITIES COM	SR. CENTER LUNCH SUPPLIES	100-4500-600.250.000	45.55
MIKAL KIRCHNER	11/5/2021	THE HOME DEPOT	SCREWS FOR REPAIRS (PIONEER VILLAGE WAGON, OUTLETS, ETC.)	100-4100-600.250.000	7.14
MIKAL KIRCHNER	11/8/2021	NELSONS ACE HARDWARE	REPLACE BOLT/NUT MISSING FROM SHAFER CONCESSION STAND SLIDE UP DOOR	100-4700-600.250.000	1.04
MIKAL KIRCHNER	11/10/2021	WAL MART	SR. CENTER VETERAN'S DAY EVENT	805-0000-226.200.000	42.38

US BANK INVOICE FOR CALCARD CHARGES: 10/23/21-11/22/21

TRANSACTION					
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
MIKAL KIRCHNER	11/10/2021	ROSCOE'S CHILIDOGS	SR. CENTER LUNCHES GRANT FUNDED	805-0000-226.200.000	524.45
MIKAL KIRCHNER	11/15/2021	ROSA'S PIZZA	SR. CENTER LUNCHES GRANT FUNDED	805-0000-226.200.000	575.00
MIKAL KIRCHNER	11/16/2021	NELSONS ACE HARDWARE	SR. CENTER DRAIN OPENER	100-4500-600.250.000	15.18
MIKAL KIRCHNER	11/16/2021	COSTCO	SR. CENTER TRIP	805-0000-226.000.000	27.98
MIKAL KIRCHNER	11/17/2021	ASCAP	*MUSIC RIGHTS FOR EVENTS, DANCES, THEATRE, ETC.	100-4100-600.400.000	298.09
MIKAL KIRCHNER	11/17/2021	NELSONS ACE HARDWARE	RAZORBLADES FOR SR. CENTER (FLYERS, CRAFT CLASS, ETC...)	100-4200-600.250.000	4.98
MIKAL KIRCHNER	11/17/2021	HOME DEPOT	ALARM BATTERY REPLACEMENT (PIONEER VILLAGE)	601-4100-600.250.000	71.59
NESTOR GALVAN	12/1/1901	O'REILLY AUTO PARTS	PARTS	701-9200-600-256.000	9.96
NESTOR GALVAN	10/27/2021	CAMACHO TIRES	TIRE INSTALL AND BALANCE FOR UNIT #8561	701-9200-600.255.000	210.00
NESTOR GALVAN	10/28/2021	FAST UNDERCAR	FRONT DUTY PADS FOR UNIT #198	701-9200-600.256.000	83.66
NESTOR GALVAN	10/28/2021	BATTERY SYSTEMS	BATTERIES FOR UNIT #3416	701-9200-600.256.000	117.12
NESTOR GALVAN	10/29/2021	O'REILLY AUTO PARTS	CREDIT FOR RETURN OF PART	701-9200-600.256.000	(36.00)
NESTOR GALVAN	10/29/2021	O'REILLY AUTO PARTS	PARTS-BATTERY AND CORE CHARGE	701-9200-600.256.000	379.34
NESTOR GALVAN	10/29/2021	BATTERY SYSTEMS	BATTERIES FOR UNIT #3414	701-9200-600.256.000	117.66
NESTOR GALVAN	10/29/2021	NELSON'S ACE HARDWARE	PARTS- CABLE SLEEVE	701-9200-600.250.00	10.01
NESTOR GALVAN	11/1/2021	THE MOWERS EDGE	STARTER FOR UNIT #3206	701-9200-600.375.000	276.68
NESTOR GALVAN	11/2/2021	NELSON'S ACE HARDWARE	REPAIRS FOR UNIT #4412 & 4407	701-9200-600.250.000	464.77
NESTOR GALVAN	11/2/2021	NELSON'S ACE HARDWARE	REPAIRS FOR UNIT# 4307, 4302 & 4312	701-9200-600.375.000	323.68
NESTOR GALVAN	11/3/2021	O'REILLY AUTO PARTS	BATTERY & CORE FEE FOR UNIT #233	701-9200-600.256.000	184.19
NESTOR GALVAN	11/3/2021	FAST UNDERCAR	CONTROL ARM FOR UNIT # 190	701-9200-600.256.000	294.47
NESTOR GALVAN	11/3/2021	CAMACHO TIRES	TIRE INSTALL AND BALANCE FOR UNIT #720	701-9200-600.255.000	210.00
NESTOR GALVAN	11/3/2021	CAMACHO TIRES	TIRE INSTALL AND BALANCE FOR UNIT #190	701-9200-600.255.000	60.00
NESTOR GALVAN	11/5/2021	O'REILLY AUTO PARTS	PARTS-RUBBER PLUGS UNIT # 8510	701-9200-600.256.000	3.82
NESTOR GALVAN	11/5/2021	FRESNO COUNTY FIRE SHOP	MOBILE EQUIP REPAIR FOR UNIT # 8510	701-9200-600.457.000	672.90
NESTOR GALVAN	11/5/2021	COLIN'S UPHOLSTERY	POLICE CRUISER SEAT REPAIR / INSTALL	701-9200-600.457.000	572.11
NESTOR GALVAN	11/5/2021	TOYOTA OF SELMA	OIL, FILTER & TIRE ROTATION- UNIT # 321	701-9200-600.457.000	282.17
NESTOR GALVAN	11/5/2021	TOYOTA OF SELMA	OIL, FILTER & TIRE ROTATION - UNIT #319	701-9200-600.457.000	175.52
NESTOR GALVAN	11/8/2021	NAPA AUTO PARTS	PARTS	701-9200-600.256.000	120.69
NESTOR GALVAN	11/9/2021	TIFCO INDUSTRIES	PARTS- DURAMAXX DRILL BIT	701-9200-600.250.000	368.10
NESTOR GALVAN	11/9/2021	AECS	SERVICE FOR UNIT # 8510	701-9200-600.457.000	816.70
NESTOR GALVAN	11/9/2021	NELSON'S ACE HARDWARE	REBUILD OF ENGINE FOR UNIT #3202	701-9200-600.375.000	955.98
NESTOR GALVAN	11/9/2021	NELSON'S ACE HARDWARE	PARTS FOR EDGER UNIT #4212	701-9200-600.375.000	293.43
NESTOR GALVAN	11/9/2021	NELSON'S ACE HARDWARE	PARTS	701-9200-600.375.000	30.00
NESTOR GALVAN	11/9/2021	NELSON'S ACE HARDWARE	PARTS	701-9200-600.375.000	414.72
NESTOR GALVAN	11/10/2021	SELMA COLLISION CENTER	REPAIR OF PANEL FOR POLICE CRUISER	701-9200-600.457.000	828.20
NESTOR GALVAN	11/11/2021	KIMBALL MIDWEST	PARTS- HEADLAMPS	701-9200-600.256.000	108.45
NESTOR GALVAN	11/11/2021	SAFETY KLEEN	OIL RECYCLING SERVICE	701-9200-600.400.000	992.23
NESTOR GALVAN	11/12/2021	NAPA AUTO PARTS	PARTS- THERMOSTAT UNIT # 8510	701-9200-600.256.000	86.41
NESTOR GALVAN	11/12/2021	FIRE APPARATUS SOLUTIONS	PARTS-AIR FILTER UNIT #8503	701-9200-600.256.000	904.17
NESTOR GALVAN	11/12/2021	FIRE APPARATUS SOLUTIONS	PARTS- MODULE FOR UNIT #8510	701-9200-600.256.000	1,528.29
NESTOR GALVAN	11/12/2021	FIRE APPARATUS SOLUTIONS	PARTS- UNIT #8503	701-9200-600.256.000	251.61
NESTOR GALVAN	11/15/2021	O'REILLY AUTO PARTS	PARTS- FOR UNIT #2115	701-9200-600.256.000	315.82
NESTOR GALVAN	11/15/2021	TOYOTA OF SELMA	SERVICE FOR UNIT # 318	701-9200-600.457.000	103.51
NESTOR GALVAN	11/16/2021	O'REILLY AUTO PARTS	CREDIT FOR RETURN OF PART	701-9200-600.256.000	(44.00)

US BANK INVOICE FOR CALCARD CHARGES: 10/23/21-11/22/21

TRANSACTION

EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
NESTOR GALVAN	11/16/2021	O'REILLY AUTO PARTS	CREDIT FOR RETURN OF PART	701-9200-600.256.000	(22.00)
NESTOR GALVAN	11/17/2021	O'REILLY AUTO PARTS	PARTS-SENSOR FOR UNIT #187	701-9200-600.256.000	78.72
NESTOR GALVAN	11/17/2021	SELMA COLLISION CENTER	SERVICE FOR UNIT #2110	701-9200-600.457.000	3,500.00
NESTOR GALVAN	11/17/2021	CAMACHO TIRES	TIRE INSTALL AND BALANCE UNIT # 199	701-9200-600.375.000	30.00
NESTOR GALVAN	11/18/2021	O'REILLY AUTO PARTS	PARTS- FOR UNIT # 8508	701-9200-600.256.000	1,437.36
NESTOR GALVAN	11/18/2021	O'REILLY AUTO PARTS	PARTS	701-9200-600.256.000	7.14
NESTOR GALVAN	11/18/2021	O'REILLY AUTO PARTS	PARTS	701-9200-600.256.000	194.01
NESTOR GALVAN	11/18/2021	O'REILLY AUTO PARTS	PARTS	701-9200-600.256.000	61.43
NESTOR GALVAN	11/19/2021	O'REILLY AUTO PARTS	CREDIT FOR RETURN OF PART	701-9200-600.256.000	(22.00)
NESTOR GALVAN	11/19/2021	O'REILLY AUTO PARTS	PARTS	701-9200-600.256.000	344.02
NESTOR GALVAN	11/19/2021	FAST UNDERCAR	FRONT DUTY PADS FOR UNIT # 187	701-9200-600.256.000	83.66
NESTOR GALVAN	11/19/2021	COOKS COMMUNICATION	CODE 3 SYSTEM INSTALL UNIT #182	701-9200-600.250.000	125.00
NESTOR GALVAN	11/19/2021	NELSON'S ACE HARDWARE	HARDWARE	701-9200-600.375.000	111.45
NESTOR GALVAN	11/22/2021	O'REILLY AUTO PARTS	PARTS	701-9200-600.256.000	9.96
NESTOR GALVAN	11/22/2021	SWANSON FAHRNEY FORD	SERVICE FOR UNIT #187	701-9200-600.256.000	395.07
NESTOR GALVAN	11/22/2021	ISAAC'S AUTOMOTIVE REPAIR	REPAIR-SENSOR FOR UNIT #187	701-9200-600.457.000	60.00
NESTOR GALVAN	11/22/2021	CAMACHO TIRES	TIRE INSTALL AND BALANCE UNIT # 187	701-9200-600.457.000	120.00
NICOLETTE ANDERSEN	10/22/2021	AMAZON	ZOOT SUIT - COSTUMES	605-4300-656.540.040	137.72
NICOLETTE ANDERSEN	10/22/2021	SIGNUP GENIUS	AUDITION SIGN UP PLATFORM	605-4300-600.400.000	24.99
NICOLETTE ANDERSEN	10/22/2021	AMAZON	ZOOT SUIT - COSTUMES	605-4300-656.540.040	23.42
NICOLETTE ANDERSEN	10/22/2021	MICHAELS	ZOOT SUIT - PAINT FOR SET	605-4300-656.540.040	40.99
NICOLETTE ANDERSEN	10/22/2021	THE HOME DEPOT	ZOOT SUIT - SET SUPPLIES	605-4300-656.540.040	150.92
NICOLETTE ANDERSEN	10/23/2021	WALMART	ZOOT SUIT- FOAM FOR SET	605-4300-656.540.040	119.95
NICOLETTE ANDERSEN	10/23/2021	LITTLE CAESARS	ZOOT SUIT- WORK DAY	605-4300-656.540.040	33.04
NICOLETTE ANDERSEN	10/23/2021	AMAZON	ZOOT SUIT- COSTUMES	605-4300-656.540.040	59.62
NICOLETTE ANDERSEN	10/23/2021	AMAZON	ZOOT SUIT - COSTUMES	605-4300-656.540.040	199.18
NICOLETTE ANDERSEN	10/23/2021	NELSONS HARDWARE	ZOOT SUIT - SET SUPPLIES	605-4300-656.540.040	29.27
NICOLETTE ANDERSEN	10/24/2021	AMAZON	ZOOT SUIT - SET	605-4300-656.540.040	86.53
NICOLETTE ANDERSEN	10/25/2021	AMAZON	ZOOT SUIT - COSTUMES	605-4300-656.540.040	29.27
NICOLETTE ANDERSEN	10/25/2021	THE HOME DEPOT	ZOOT SUIT - SET SUPPLIES	605-4300-656.540.040	22.99
NICOLETTE ANDERSEN	10/25/2021	MICHAELS	ZOOT SUIT - PAINT FOR SET	605-4300-656.540.040	16.19
NICOLETTE ANDERSEN	10/27/2021	WALMART	ZOOT SUIT - FOAM FOR SET	605-4300-656.540.040	69.87
NICOLETTE ANDERSEN	10/27/2021	THE HOME DEPOT	ZOOT SUIT - SET SUPPLIES	605-4300-656.540.040	141.96
NICOLETTE ANDERSEN	10/28/2021	FASTSIGNS	SAC - PRINTS FOR PARADE AND SHOWS	605-4300-600.250.000	119.12
NICOLETTE ANDERSEN	10/28/2021	TARGET	SAC- HELIUM TANK FOR PARADE	100-4300-600.250.000	37.91
NICOLETTE ANDERSEN	10/29/2021	WALMART	SAC- PARADE SUPPLIES	605-4300-600.250.000	5.43
NICOLETTE ANDERSEN	10/30/2021	WALMART	SAC- PARADE SUPPLIES	100-4300-600.250.000	28.03
NICOLETTE ANDERSEN	10/31/2021	THE HOME DEPOT	ZOOT SUIT - SET SUPPLIES	605-4300-656.540.040	201.28
NICOLETTE ANDERSEN	11/2/2021	AMAZON	ZOOT SUIT - SET SUPPLIES	605-4300-656.540.040	18.39
NICOLETTE ANDERSEN	11/2/2021	BEST BUY	SAC- VGA MAC ADAPTER	100-4300-600.250.000	75.83
NICOLETTE ANDERSEN	11/2/2021	AMAZON	ZOOT SUIT- MICS	605-4300-656.540.040	99.25
NICOLETTE ANDERSEN	11/2/2021	AMAZON	ZOOT SUIT - COSTUMES	605-4300-656.540.040	375.03
NICOLETTE ANDERSEN	11/3/2021	AMAZON	ZOOT SUIT - BATTERIES	605-4300-656.540.040	130.10
NICOLETTE ANDERSEN	11/3/2021	THE HOME DEPOT	ZOOT SUIT - BATTERIES	605-4300-656.540.040	59.50
NICOLETTE ANDERSEN	11/4/2021	AMAZON	ZOOT SUIT - COSTUMES	605-4300-656.540.040	30.36
NICOLETTE ANDERSEN	11/4/2021	AMAZON	ZOOT SUIT - COSTUMES	605-4300-656.540.040	57.78
NICOLETTE ANDERSEN	11/4/2021	AMAZON	SAC- POWER CABLE	100-4300-600.250.000	46.63

US BANK INVOICE FOR CALCARD CHARGES: 10/23/21-11/22/21

TRANSACTION

EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
NICOLETTE ANDERSEN	11/5/2021	WALMART	ZOOT SUIT - SNACK BAR	605-4300-656.540.040	191.56
NICOLETTE ANDERSEN	11/5/2021	NELSONS HARDWARE	ZOOT SUIT - SET SUPPLIES	605-4300-656.540.040	31.62
NICOLETTE ANDERSEN	11/7/2021	THE HOME DEPOT	ZOOT SUIT - BATTERIES	605-4300-656.540.040	59.50
NICOLETTE ANDERSEN	11/9/2021	AMAZON	ZOOT SUIT - BATTERIES	605-4300-656.540.040	268.74
NICOLETTE ANDERSEN	11/10/2021	AMAZON PRIME	SAC- PRIME MEMBERSHIP	605-4300-600.400.000	14.09
NICOLETTE ANDERSEN	11/11/2021	WALMART	ZOOT SUIT - SNACK BAR	605-4300-656.540.040	129.55
NICOLETTE ANDERSEN	11/11/2021	THE HOME DEPOT	SAC - BATTERIES	605-4300-600.250.000	78.86
NICOLETTE ANDERSEN	11/12/2021	ME N EDS	ZOOT SUIT - CAR SHOW EVENT	605-4300-656.540.040	433.90
NICOLETTE ANDERSEN	11/12/2021	WALMART	ZOOT SUIT - SNACK BAR	605-4300-656.540.040	194.10
NICOLETTE ANDERSEN	11/13/2021	WALMART	ZOOT SUIT - SNACK BAR	605-4300-656.540.040	106.73
NICOLETTE ANDERSEN	11/14/2021	WALMART	ZOOT SUIT - SNACK BAR	605-4300-656.540.040	42.58
NICOLETTE ANDERSEN	11/16/2021	AMAZON	SAC- HAZER FLUID	605-4300-600.250.000	43.36
NICOLETTE ANDERSEN	11/16/2021	AMAZON	ZOOT SUIT FOG JUICE & PROPS	605-4300-656.540.040	80.21
NICOLETTE ANDERSEN	11/18/2021	WALMART	ZOOT SUIT - SNACK BAR	605-4300-656.540.040	95.02
NICOLETTE ANDERSEN	11/18/2021	KINGSBURG CLEANERS	ZOOT SUIT - COSTUME CLEANING	605-4300-656.540.040	65.84
NICOLETTE ANDERSEN	11/20/2021	SAVEMART	ZOOT SUIT - SNACK BAR	605-4300-656.540.040	88.96
NICOLETTE ANDERSEN	11/20/2021	KABAB CITY	ZOOT SUIT CAST PARTY	605-4300-656.540.040	559.00
NICOLETTE ANDERSEN	11/20/2021	THE HOME DEPOT	ZOOT SUIT - BATTERIES	605-4300-656.540.040	59.50
POLICE DEPT NO 2	10/28/2021	ELEPHATSTOCK	BRIEFING ROOM WALL FLAG SET	100-2200-600.250.000	285.20
POLICE DEPT NO 2	11/3/2021	HIGH SPEED GEAR	NEW DETECTIVE TAC VEST GEAR	100-2100-600.250.000	233.61
POLICE DEPT NO 2	11/3/2021	TACTICAL GEAR	NEW DETECTIVE TAC VEST GEAR	100-2100-600.250.000	166.52
POLICE DEPT NO 2	11/10/2021	METRO	NEW DETECTIVE TAC VEST EMBLEMS	100-2200-600.250.000	122.70
RECREATION DEPT	10/26/2021	WALMART	DRINKS, PIES & TABLECLOTHS FOR SR. CENTER	805-0000-226.200.000	83.72
RECREATION DEPT	10/27/2021	WALMART	NEW PAINTS FOR CERAMICS	805-0000-226.200.000	68.04
RECREATION DEPT	10/28/2021	DOLLAR TREE	HALLOWEEN RAFFLE BAG ITEMS	805-0000-226.200.000	33.78
RECREATION DEPT	11/1/2021	LA MICHIOACANA	PALETAS FOR SR. CENTER	230-4500-600.250.800	270.00
RECREATION DEPT	11/3/2021	AMAZON	SOUFFLÉ CUPS FOR KITCHEN	805-0000-226.200.000	15.15
RECREATION DEPT	11/4/2021	AMAZON	THANKSGIVING BACKDROP	805-0000-226.200.000	18.40
RECREATION DEPT	11/4/2021	CHINA GARDEN	LUNCH FOR SENIOR CENTER	230-4500-600.250.800	451.55
RECREATION DEPT	11/4/2021	WALMART	DRINKS & SNACKS FOR SENIOR CENTER	230-4500-600.250.800	143.95
RECREATION DEPT	11/4/2021	DOLLAR TREE	CHRISTMAS DÉCOR	805-0000-226.200.000	21.70
RECREATION DEPT	11/8/2021	SMART AND FINAL	POPCORN FOR SENIOR CENTER	230-4500-600.250.800	47.99
RECREATION DEPT	11/12/2021	DENNY'S	LUNCH FOR SENIOR CENTER	230-4500-600.250.800	162.39
RECREATION DEPT	11/17/2021	WALMART	CHRISTMAS LIGHTS FOR SENIOR CENTER	805-0000-226.200.000	63.61
RECREATION DEPT	11/18/2021	SMART AND FINAL	CHIPS, DRINKS, CANDY ETC FOR SR. CENTER	230-4500-600.250.800	194.43
RECREATION DEPT	11/18/2021	G'S RISTORANTE ITALIANO	LUNCH FOR SENIOR CENTER	230-4500-600.250.800	221.29
RENE GARZA	11/18/2021	76 STATION	FUEL FOR UNIT#231	701-9200-600.257.000	70.27
RENE GARZA	11/19/2021	DOUBLE TREE HOTEL	LODGING FOR TRAINING	100-2200-610.910.000	588.96
REYNA RIVERA	10/26/2021	ZOOM.COM	MONTHLY WEBINAR SUBSCRIPTION COVID 19	100-1700-600.215.000	40.00
REYNA RIVERA	10/29/2021	LD PRODUCTS	OFFICE SUPPLIES	100-1600-600.100.000	110.63
REYNA RIVERA	10/29/2021	UNIQUELY YOURS	POLO SHIRTS/ ENGRAVING	100-1600-600.250.000	43.49
REYNA RIVERA	11/1/2021	SAL'S RESTAURANT	COUNCIL MTG SUPPLIES	100-1100-600.250.000	7.89
REYNA RIVERA	11/1/2021	SAL'S RESTAURANT	COUNCIL MTG SUPPLIES	100-1100-600.250.000	41.54
REYNA RIVERA	11/12/2021	WAL MART SELMA	COUNCIL MTG SUPPLIES	100-1100-600.250.000	6.38
RICHARD FIGUEROA	10/23/2021	HOME DEPOT	RANGE TRAINING EQUIPMENT	100-2200-600.250.000	69.47
RICHARD FIGUEROA	11/2/2021	WALMART	NEW DETECTIVE EQUIPMENT	100-2100-600.250.000	113.07
RICHARD FIGUEROA	11/3/2021	AMAZON	NEW DETECTIVE EQUIPMENT	100-2100-600.250.000	66.86

US BANK INVOICE FOR CALCARD CHARGES: 10/23/21-11/22/21

TRANSACTION

EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
RICHARD FIGUEROA	11/4/2021	AMAZON	NEW DETECTIVE EQUIPMENT	100-2100-600.250.000	327.83
SHANE FERRELL	10/22/2021	AMAZON	FLAGPOLE SWIVEL CLIPS -PARKS	100-5300-600.250.000	11.93
SHANE FERRELL	10/22/2021	AMAZON	FLAGPOLE SWIVEL CLIPS - BLDG	702-9300-600.250.000	11.92
SHANE FERRELL	10/25/2021	NELSON'S ACE HARDWARE	SUPPLIES FOR RINGO PARK SIGN	100-5300-600.250.000	61.78
SHANE FERRELL	10/26/2021	NELSON'S ACE HARDWARE	PRUNER/SPRAY PAINT - PARKS	100-5300-600.250.000	100.62
SHANE FERRELL	10/26/2021	NELSON'S ACE HARDWARE	SUPPLIES FOR BAND FESTIVAL	210-5400-600.250.000	84.11
SHANE FERRELL	10/26/2021	NELSON'S ACE HARDWARE	DECORATING SUPPLIES - DOWNTOWN	210-5400-600.250.000	131.71
SHANE FERRELL	10/26/2021	HOME DEPOT	LANDSCAPING SUPPLIES-DOWNTOWN	210-5400-600.250.000	185.37
SHANE FERRELL	10/27/2021	HOME DEPOT	LANDSCAPING SUPPLIES-DOWNTOWN	210-5400-600.250.000	139.64
SHANE FERRELL	10/28/2021	NELSON'S ACE HARDWARE	SUPPLIES - VETERAN'S PLAZA	100-5300-600.250.000	44.89
SHANE FERRELL	11/2/2021	HOME DEPOT	SUPPLIES FOR REPAIRS-RINGO PARK	100-5300-600.250.000	276.16
SHANE FERRELL	11/3/2021	NELSON'S ACE HARDWARE	SPRAY PAINT - RINGO PARK	100-5300-600.250.000	38.58
SHANE FERRELL	11/4/2021	HOME DEPOT	SUPPLIES-CITY YARD	702-9300-600.370.000	130.51
SHANE FERRELL	11/5/2021	NELSON'S ACE HARDWARE	SUPPLIES TO REPAIR BROKEN WINDOWS- PIONEER VILLAG	702-9300-600.370.000	25.35
SHANE FERRELL	11/5/2021	NELSON'S ACE HARDWARE	PAINT SUPPLIES - PARKS	100-5300-600.250.000	159.37
SHANE FERRELL	11/12/2021	SIERRA PACKAGING SUPPLIES	PRUNER	100-5300-600.250.000	169.10
SHANE FERRELL	11/16/2021	THE TOOLBARN	MAKITA - 4 TOOL COMBO KIT-PARKS	100-5300-600.305.000	176.81
SHANE FERRELL	11/16/2021	THE TOOLBARN	MAKITA - 4 TOOL COMBO KIT-STREETS	210-5400-600.305.000	176.82
SHANE FERRELL	11/16/2021	THE TOOLBARN	MAKITA - 4 TOOL COMBO KIT-BLDG	702-9300-600.305.000	176.82
SHANE FERRELL	11/16/2021	MIRROR FINISH POLISHES	SUPPLIES FOR WASH RACK - FLEET	701-9200-600.250.000	284.11
SHANE FERRELL	11/16/2021	HOME DEPOT	TOOLS -UNIT #718 - PARKS	100-5300-600.305.000	236.86
SHANE FERRELL	11/16/2021	HOME DEPOT	TOOLS -UNIT #718 - STREETS	210-5400-600.305.000	236.86
SHANE FERRELL	11/16/2021	HOME DEPOT	TOOLS -UNIT #718 - BLDG	702-9300-600.305.000	236.86
SHANE FERRELL	11/18/2021	AMAZON	9V BATTERIES - PARKS	100-5300-600.250.000	43.40
SHANE FERRELL	11/18/2021	NELSON'S ACE HARDWARE	SUPPLIES - PARKS	100-5300-600.250.000	470.78
SHANE FERRELL	11/21/2021	VALVOLINE INSTANT OIL CHANGE	OIL CHANGE - UNIT #727	701-9200-600.457.000	121.28
STEVEN MARES	11/3/2021	BEST BUY	WEB CAM	100-2100-600.250.000	86.77
STEVEN MARES	11/4/2021	BEST BUY	WEB CAM	100-2100-600.250.000	86.77
TIM CANNON	10/22/2021	AUTOZONE	WIPER BLADES/FLUID	701-9200-600.256.000	46.07
					75,667.75

ITEM NO: 2.

SUBJECT: RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA AUTHORIZING THE ISSUANCE AND DELIVERY OF PENSION OBLIGATION BONDS TO REFUND CERTAIN OUTSTANDING PENSION FUND OBLIGATIONS OF THE CITY TO THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM, APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A TRUST AGREEMENT, AUTHORIZING A VALIDATION ACTION, APPROVING CERTAIN FINANCING TEAM MEMBERS; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

DISCUSSION: Over the past several months, the City Council has conducted several public workshops to consider the restructuring of its Unfunded Accrued Liability (UAL) associated with its CalPERS retirement plans. The workshops have been coordinated by Mr. Eric Scriven, Principal, with NHA Advisors, LLC, the City's contracted financial advisor, and City staff. During these workshops, several approaches to restructuring the UAL have been discussed with future workshops to be conducted prior to the City Council determining whether to pursue the restructuring of its UAL.

The primary purpose in exploring the restructuring of the UAL is to in effect refinance the UAL at an interest rate lower than the Interest Discount Rate assessed by CalPERS, presently set at 6.8%. The annual debt payments made to CalPERS toward the UAL have increased from \$690,000 in 2018 to approximately \$1,444,000 expected in 2022. Furthermore, it is anticipated that these payments will increase to \$1,830,000 annually by 2032. Overall, the City's UAL has grown from \$11.4 million to \$17.8 million over the last 7 years due to CalPERS investment underperformance and assumption changes.

Over the past several years, the market interest rates associated with the restructuring of public agencies UAL has been substantially lower than the interest rate (called the "Discount Rate", which is CalPERS expected rate of return) assessed by CalPERS. This discount rate has been 7.0%, but will be lowered to 6.8% next year. Since 2020, over 80 public agencies have refinanced their UALs by issuing Pension Obligation Bonds. Given the unusually low interest rates environment over the past five years, many of these public agencies were able to issue pension bonds at interest rates between 2.5% and 4.0%. As a result, these agencies are expected to realize millions of dollars in savings over the next 10 to 15 years and will improve the actuarial funding of their pension plans.

As a result of the last workshop on November 1, 2021, the Council decided to further explore the issuing of Pension Obligation Bonds as the ideal method of restructuring its UAL. The Council understood that the first step in formally exploring POBs is for the Court to validate the legitimacy of the UAL. Since the validation process can take three to

five months to complete, and since time is of the essence, the Council authorized the City Manager, working with NHA Advisors, to solicit legal assistance in pursuing the Court validation process, and related legal services.

At this time, the City Manager and NHA Advisors recommend that the City contract with Norton Rose Fulbright US, LLP, to perform legal services associated with the UAL Court validation process and to serve as bond counsel should the City decide to pursue the issuing of POBs. To this end, Norton Rose Fulbright has presented an engagement agreement and rate structure for your Council's consideration (4th attachment to this Staff Report). The City Manager is seeking authorization from the Council to execute this agreement.

In order to continue exploring the POB option, it is also necessary for the City Council to approve the issuance of POBs, the form of an indenture of trust and the commencement of the validation action, all of which is accomplished via adoption of the Resolution.

The indenture of trust identifies the duties and responsibilities of the trustee, establishes the terms and conditions under which the bonds are to be issued, and outlines the payment of the principal and interest. The City is not committed to any specific amount of POBs being issued as staff and the financing team will be evaluating a full range of options to ensure the optimal size and structure is executed to meet the City's goals if in fact the City decides to issue a POB. The preliminary analysis provided below and required good faith cost estimates are based on a total bond size of approximately \$13 million (100% of the projected UAL after the CalPERS 21.3% FY 2021 returns and new 6.8% discount rate is incorporated), with the new payments to be smoothed out over the next 18 years (see the blue line in chart below).

Preliminary UAL Restructuring Analysis and Good Faith Estimates

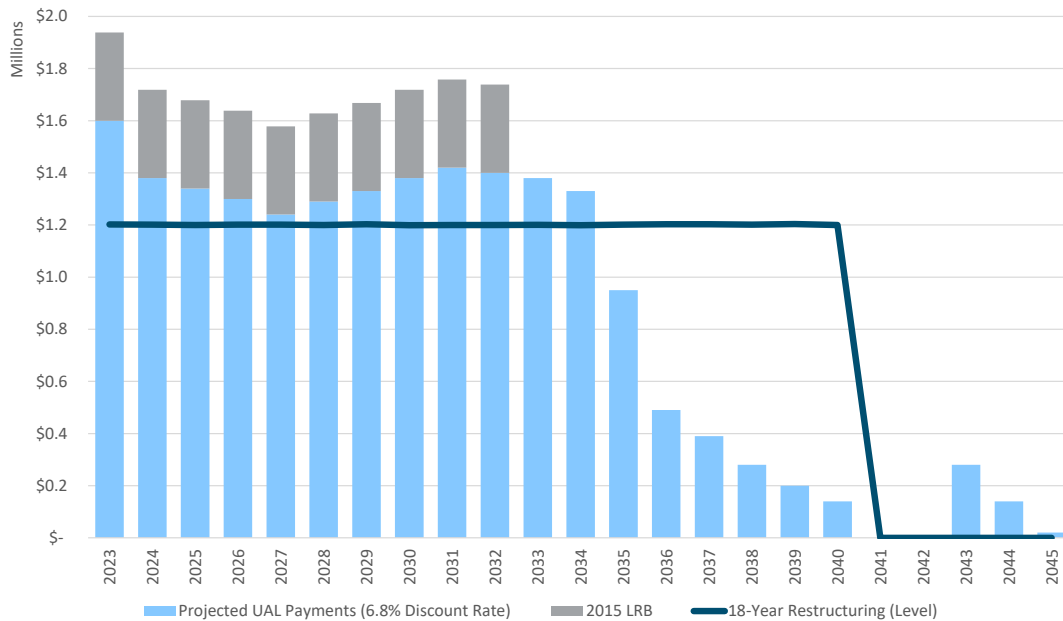
Good-faith estimates related to the planned issuance of POBs in 2022 are attached to this staff report. Fees for the financing team will be paid through (or reimbursed from) the financing process and only upon successful completion of the potential POB financing.

As noted earlier, several options will be presented, and City staff, with guidance from its municipal advisor, will ultimately decide which option is most prudent, if any, to execute. **It is important to note, adopting the resolution and commencing the validation process simply provides the City with a basis to issue POBs in the future. It does not in any way obligate the City to issue the POBs.**

The chart below has been included to better illustrate the potential benefit of the POB, but as previously noted, this analysis should be considered preliminary. The analysis and chart below assume that 100% of the projected, new UAL amount is paid off (\$13 million) and that the new debt payments are structured to be level through 2040 (when combined with the City's 2015 Lease Revenue Bond debt payments), five years shorter than the current term of the UAL with CalPERS (2045). As mentioned before, as part of the evaluation process, staff and NHA will be exploring several different structuring options, which will include different terms (15 year up to 25 year) and repayment shapes so that any potential POB is tailored to the City's budgetary goals and constraints.

City of Selma

Projected UAL Payments vs. UAL Restructuring



Note: Figures shown are preliminary estimates for illustration. Assumes CalPERS earns 6.8% investment earnings. Flat line represents combined debt service on 2015 LRB and 2022 POB.

Metrics	18-Year Restructuring (Level)
UAL Funded (\$)	\$13,110,000
% UAL Funded (Current Asset Valuations)	74%
Funded Ratio (Current Asset Valuations)	92%
% UAL Funded (Projected After FY 2021 Returns & 6.8% Discount Rate)	100%
Funded Ratio (Projected After FY 2021 Returns & 6.8% Discount Rate)	100%
Maturity	18 Years
Average Life	11.3 Years
All-In Interest Rate	3.48%
Present Value Savings (%)	14.25%
Present Value Savings (\$)	\$1,868,646
Cumulative Savings	\$1,044,642
Savings (2023-2032)	\$5,055,482
Avg. Annual Savings (2023-2032)	\$505,548

Note: Figures shown are preliminary estimates for illustration. Assumes CalPERS earns 6.8% investment earnings.

The blue bars in the graph above represent the City's projected repayment schedule for the City's projected, lower \$13 million UAL. **Estimated present value (PV) savings is about \$1.9 million, or 14% of refunded UAL. Average annual estimated savings through 2032 are about \$500,000, with total savings estimated at \$5 million over the next 10 years. It should be noted that these are based on current interest rates. Actual interest rates wouldn't be determined until closer to the time of pricing the bonds in the future.**

Reinvestment Risk: Ultimately, actual savings from the restructuring will be dependent on two factors: (1) actual interest rates at the time of pricing and (2) future CalPERS returns, which is an unknown at the time of bond issuance. The rule of thumb is that the City will be better off if CalPERS earns above the POB interest rate (currently estimated at 3.50%) over the term of the debt. While past performance doesn't guarantee future results, CalPERS historical returns are 6.9% on average over the last 20 years and 8.4% over the last 30 years.

Assessing and mitigating reinvestment risk will be a key objective as the City and its team evaluate and refine structuring options for City Council consideration during the process. The City will be working with its financing team, and potentially other experts (i.e. actuaries, underwriters, etc.) to properly quantify the reinvestment risk of the various options.

New Pension Reserve Funding Policy: Staff will develop a new reserve funding policy that will consider leveraging a portion of the savings created through the POBs to fund a new Section 115 Trust reserve account. These funds will serve as a shock absorber to mitigate any potential future UAL that gets added by CalPERS. Creating prudent financial policies to ensure that future pension and OPEB liabilities continue to be addressed is critical to ensure long term financial sustainability, remain solvency and will also assist during the credit rating process, as it demonstrates strong financial planning and policy.

SCHEDULE:

Assuming the City Council approves the resolution, the validation process will be initiated. Key milestones of the validation process are listed below:

- City Council passes a resolution authorizing the sale of POBs
- File Validation Action with Fresno County Superior Court
- Receive Order for Publication of Summons from the Court
- Publication of notice in local newspaper
- Waiting period for any responding party to file a response to the action
- Court enters default judgment if there is no responding party
- 30-day appeal period for the judgment

During the validation period (3 to 4 months), staff and the financing team will refine the various options for the POBs. These options may include evaluating different sizes of POBs, amortization shapes, maturities (length of term) and targeted funded ratios. Also, during this time, a preliminary official statement (POS) will be drafted (which is the disclosure document used to solicit investor interest in the POBs), the pension funding policy and Section 115 Trust will be created, and a credit rating presentation will be prepared in order

to obtain a credit rating for the possible financing. It is anticipated the team could be in position to return to the City Council for final approval of the pension obligation bonds, and related documents, in April or May of 2022, but this exact date will be dictated by the actual duration of the validation action, the municipal market interest rate environment and guidance from City Council through this process. If interest rates rise to significantly higher levels, it is likely that staff and NHA Advisors will recommend against issuing any POBs this year.

Once the Court validation process has been completed, the Council can then decide whether the pursuit of POBs is in the best interest of the City of Selma. Ultimately, the City is not obligated to pursue POBs. In the meantime, we will continue with any necessary additional workshops to explore various POB scenarios, risk stress testing, consider a pension debt management policy, and to monitor prevailing interest rates.

Fiscal Impact:

The upfront legal costs associated with conducting the Court validation process are capped at \$18,000, with \$5,000 due upfront for the first phase. This payment will be absorbed within the 2021-2022 budget. The fees associated with bond and disclosure counsel services, which total \$78,000, are contingent on bond issuance and may be paid from bond proceeds.

RECOMMENDATION: Adopt Resolution AUTHORIZING THE ISSUANCE AND DELIVERY OF PENSION OBLIGATION BONDS TO REFUND CERTAIN OUTSTANDING PENSION FUND OBLIGATIONS OF THE CITY TO THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM, APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A TRUST AGREEMENT, AUTHORIZING A VALIDATION ACTION, APPROVING CERTAIN FINANCING TEAM MEMBERS; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

ATTACHMENTS:

- Resolution
- Trust Agreement
- Good Faith Estimates
- Norton Rose Engagement Letter/Contract

Ralph Jimenez, Interim Assistant City Manager
Fernando Santillan, City Manager

RESOLUTION NO. 2022 - ____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA
AUTHORIZING THE ISSUANCE AND DELIVERY OF PENSION
OBLIGATION BONDS TO REFUND CERTAIN OUTSTANDING PENSION
FUND OBLIGATIONS OF THE CITY TO THE CALIFORNIA PUBLIC
EMPLOYEES' RETIREMENT SYSTEM, APPROVING THE FORM OF AND
AUTHORIZING THE EXECUTION AND DELIVERY OF A TRUST
AGREEMENT, AUTHORIZING A VALIDATION ACTION, APPROVING
CERTAIN FINANCING TEAM MEMBERS; AND AUTHORIZING CERTAIN
OTHER ACTIONS IN CONNECTION THEREWITH**

WHEREAS, the City of Selma, California (the "City") is a general law city and municipal corporation duly organized and existing under and pursuant to the Constitution and laws of the State of California; and

WHEREAS, the City is obligated by the Public Employees' Retirement Law, commencing with Section 20000 of the Government Code of the State of California, as amended (the "Retirement Law"), to make payments to the System relating to pension benefits accruing to the System's members; and

WHEREAS, the City is obligated specifically to make certain payments to the System in respect of current and retired miscellaneous and safety employees under the pension programs of the System that amortize such obligations over a fixed period of time (the "Pension Obligation");

WHEREAS, the Pension Obligation is evidenced by contracts with the System with respect to miscellaneous and safety employees of the City, as heretofore and hereafter amended from time to time (collectively, the "CalPERS Contract"); and

WHEREAS, the City is authorized pursuant to Articles 10 and 11 (commencing with Section 53570) of Chapter 3 of Division 2 of Title 5 of the Government Code of the State of California (the "Act") to issue bonds for the purpose of refunding any evidence of indebtedness of the City; and

WHEREAS, the City of Selma presently has an Unfunded Accrued Liability ("UAL") associated with its CalPERS retirement plans estimated to be \$17,834,820 on June 30, 2022; and

WHEREAS, the annual City payments on this debt has increased from \$690,000 in 2018 to \$1,440,000 in 2022; and annual debt payments are projected to rise to \$1,830,000 by 2032; and

WHEREAS, since 2020 approximately eighty (80) public agencies with UALs have restructured this debt by issuing Pension Obligation Bonds at interest rates substantially lower than the Interest Discount Rate established by CalPERS; and

WHEREAS, the City desires to issue one or more series of bonds (the "Pension Obligation Bonds") for the purpose of refunding obligations under the CalPERS Contract and thereby providing funds to the System in payment of the Pension Obligation; and

WHEREAS, CalPERS has retained a long-term discount rate of 6.8%; and

WHEREAS, current market interest rates associated with Pension Obligation Bonds remain competitive; and

WHEREAS, the City has conducted two public workshops aimed at discussing and considering the restructuring of its UAL, and the City is considering pursuing the issuance of Pension Obligation Bonds subject to further workshops and a Court validation of the UAL; and

WHEREAS, the Court validation of the City's UAL will take several months to accomplish and the City cannot approve the issuing of Pension Obligation Bonds without said validation, and time is of the essence; and

WHEREAS, the City is not obligated to issue any Pension Obligation Bonds once the Court validation process has been completed; and

WHEREAS, there is on file with the City Council the proposed form of Trust Agreement (the "Trust Agreement") to be entered into between the City and a trustee to be named therein (the "Trustee"), relating to the Pension Obligation Bonds and Additional Bonds, including the form of bonds attached thereto as an exhibit;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Selma as follows:

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

Section 2. This City Council hereby finds and declares that the issuance of the Pension Obligation Bonds to refund Pension Obligations of the Miscellaneous Plan (ID 2928642812) and Safety Plan (ID 2928642812), and the other actions contemplated by this Resolution are in the best interests of the City.

Section 3. The Pension Obligation Bonds will be in substantially the form attached to the Trust Agreement, with such changes therein, deletions therefrom and additions thereto as the City Manager may approve in a form approved by the City Attorney, such approval to be conclusively evidenced by the execution and delivery of the Pension Obligation Bonds. The Pension Obligation Bonds will be issued as current interest fixed rate bonds and bear such series and subseries designations as necessary or convenient. The aggregate initial principal amount of the Pension Obligation Bonds may not exceed (i) the lesser of \$18,500,000 or (ii) the amount of the Pension Obligation (as confirmed by the System) remaining unpaid on the Miscellaneous Plan and Safety Plan described above on the date of issuance of the Pension Obligation Bonds, plus an additional amount to pay costs of issuance of the Pension Obligation Bonds, original issue discount, if any, and underwriter's discount on the Pension Obligation Bonds. The Underwriter's discount, excluding original issue discount, may not exceed 1.0% of the aggregate principal amount of the initial series of Pension Obligation Bonds. The maximum true interest cost with respect to the Pension Obligation Bonds may not exceed 4.30% per annum. The Pension Obligation Bonds will mature not later than 30 years following their date of issuance.

Section 4. The Pension Obligation Bonds constitute an obligation imposed by law, pursuant to the California Constitution and the laws of the State of California, including the Retirement Law. Payment of the principal of and interest on the Pension Obligation Bonds is not limited to any special source of funds and is payable from any legally available moneys or funds of the City.

Section 5. The proposed form of Trust Agreement, between the City and the Trustee, on file with the City Clerk, is approved. The Mayor, the City Manager, the Director of Finance and their respective designees (the “Authorized Representatives”) are each hereby authorized and directed for and on behalf of the City to execute and deliver the Trust Agreement, substantially in the form on file with the City Clerk, with such changes therein, deletions therefrom and additions thereto as such Authorized Representative approves, such approval to be conclusively evidenced by the execution and delivery of the Trust Agreement.

Section 6. The Authorized Representatives of the City are, and each of them is, authorized and directed to do any and all things, including bringing a validation action under Section 860 *et seq.* of the California Code of Civil Procedure and to take any and all actions (including any required publications of summons or other notice) and execute and deliver any and all documents which they or any of them deem necessary or advisable to consummate the transactions contemplated by this Resolution and the Trust Agreement and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution and the Trust Agreement.

Section 7. The City Council hereby authorizes each Authorized Representative to execute engagement agreements with the following financing team members in connection with the issuance of the Pension Obligation Bonds: (i) NHA Advisors LLC, as Municipal Advisor and (ii) Norton Rose Fulbright US LLP, as Bond Counsel and Disclosure Counsel.

Section 8. Each Authorized Representative and all other officers of the City are authorized and directed, for and in the name and on behalf of the City to do any and all things and take any and all other actions, including the publication of any notices necessary or desirable in connection with the sale of the Pension Obligation Bonds and execution and delivery of any and all assignments, certificates, requisitions, agreements, notices, consents, instruments and other documents, which they, or any of them, deem necessary or advisable to consummate the issuance and sale of the Pension Obligation Bonds and the consummation of the transactions as described herein. If an Authorized Representative determines that it will be advantageous to the City to purchase municipal bond insurance or secure other credit or liquidity enhancement with respect to some or all of the Pension Obligation Bonds, such Authorized Representative or designee is authorized to do so upon determining that such purchase is in the best interest of the City.

Section 9. All actions heretofore taken by any Authorized Representative or any officer, employee or agent of the City with respect to the issuance, delivery and sale of the Pension Obligation Bonds or in connection with or related to any of the agreements referred to herein, are hereby approved, confirmed and ratified.

Section 10. This Resolution may be executed with electronic signatures in accordance with Government Code of the State of California §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

Section 11. The City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

Section 12. This Resolution becomes effective immediately upon adoption.

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Selma on the 18th of January 2022, by the following roll call vote:

AYES: Council Members:
NOES: Council Members:
ABSTAIN: Council Members:
ABSENT: Council Members:

Scott Robertson, Mayor

ATTEST:

Reyna Rivera, City Clerk

TRUST AGREEMENT

between the

CITY OF SELMA

and

[TRUSTEE],
as Trustee

Dated as of [As of Date]

[\$[Par Amount]
City of Selma
Taxable Pension Obligation Bonds,
Series 2022

TABLE OF CONTENTS

ARTICLE I	DEFINITIONS; EQUAL SECURITY	2
Section 1.01.	Definitions.....	2
Section 1.02.	Trust Agreement Constitutes Contract.....	8
ARTICLE II	ISSUANCE OF SERIES 2022 BONDS; GENERAL BOND PROVISIONS.....	9
Section 2.01.	Authorization and Purpose of Series 2022 Bonds	9
Section 2.02.	Terms of the Series 2022 Bonds; General Bond Provisions.....	9
Section 2.03.	Redemption of Series 2022 Bonds.....	10
Section 2.04.	Form of Bonds	12
Section 2.05.	Execution of Bonds.....	12
Section 2.06.	Transfer and Payment of Bonds.....	12
Section 2.07.	Book-Entry Bonds	13
Section 2.08.	Exchange of Bonds	15
Section 2.09.	Bond Registration Books	15
Section 2.10.	Mutilated, Destroyed, Stolen or Lost Bonds.....	15
Section 2.11.	Temporary Bonds.....	16
Section 2.12.	Procedure for the Issuance of Series 2022 Bonds; Application of Bond Proceeds	16
Section 2.13.	Validity of Bonds.....	17
ARTICLE III	ISSUANCE OF ADDITIONAL BONDS	17
Section 3.01.	Conditions for the Issuance of Additional Bonds	17
Section 3.02.	Procedure for the Issuance of Additional Bonds	18
ARTICLE IV	SECURITY FOR THE BONDS; FUNDS AND ACCOUNTS	19
Section 4.01.	Assignment and Pledge for the Bonds; Bond Fund; Deposits to Bond Fund.....	19
Section 4.02.	Allocation of Moneys in Bond Fund	19
Section 4.03.	Deposit and Investments of Money in Accounts and Funds.....	21
ARTICLE V	COVENANTS OF THE CITY	21
Section 5.01.	Punctual Payment and Performance; Budget and Appropriation	21
Section 5.02.	Extension of Payment of Bonds.....	22
Section 5.03.	Additional Debt.....	22
Section 5.04.	Power to Issue Bonds.....	22
Section 5.05.	Accounting Records and Reports.....	22
Section 5.06.	Prosecution and Defense of Suits	22
Section 5.07.	Further Assurances.....	22
Section 5.08.	Waiver of Laws.....	23
Section 5.09.	Compliance with Continuing Disclosure Agreement	23
ARTICLE VI	THE TRUSTEE	23
Section 6.01.	The Trustee	23
Section 6.02.	Liability of Trustee	24
Section 6.03.	Compensation and Indemnification of Trustee.....	26

TABLE OF CONTENTS (cont'd)

	Page
ARTICLE VII AMENDMENT OF THE TRUST AGREEMENT; SUPPLEMENTAL TRUST AGREEMENT	26
Section 7.01. Amendment of the Trust Agreement	26
Section 7.02. Disqualified Bonds.....	27
Section 7.03. Endorsement or Replacement of Bonds After Amendment	27
Section 7.04. Amendment by Mutual Consent	28
Section 7.05. Attorney's Opinion Regarding Supplemental Agreements	28
ARTICLE VIII EVENTS OF DEFAULT AND REMEDIES OF OWNERS	28
Section 8.01. Events of Default	28
Section 8.02. Remedies Upon an Event of Default	28
Section 8.03. Application of Revenues and Other Funds After Default.....	29
Section 8.04. Non-Waiver.....	30
Section 8.05. Actions by Trustee as Attorney-in-Fact.....	30
Section 8.06. Remedies Not Exclusive	30
Section 8.07. Limitation on Owners' Right to Sue.....	30
Section 8.08. Absolute Obligation of City.....	31
ARTICLE IX DEFEASANCE.....	31
Section 9.01. Discharge of Bonds.....	31
Section 9.02. Unclaimed Money.....	32
ARTICLE X MISCELLANEOUS	32
Section 10.01. Benefits of this Trust Agreement Limited to Parties	32
Section 10.02. Successor Is Deemed Included in All References to Predecessor	32
Section 10.03. Execution of Documents by Owners	32
Section 10.04. Waiver of Personal Liability	33
Section 10.05. Acquisition of Bonds by City	33
Section 10.06. Destruction of Cancelled Bonds	33
Section 10.07. Content of Certificates	33
Section 10.08. Accounts and Funds; Business Days	33
Section 10.09. Notices	34
Section 10.10. Article and Section Headings and References	34
Section 10.11. Partial Invalidity.....	34
Section 10.12. Execution in Several Counterparts.....	34
Section 10.13. Governing Law	35
Section 10.14. CUSIP Numbers.....	35
EXHIBIT A FORM OF BOND.....	A-1

THIS **TRUST AGREEMENT** is made and entered into as of [As of Date] (the “Trust Agreement”) by and between [TRUSTEE], a national banking association duly organized and existing under and by virtue of the laws of the United States of America, as Trustee (the “Trustee”) and the CITY OF SELMA (the “City”), a general law city and municipal corporation validly existing and operating under the laws of the State of California.

W I T N E S S E T H:

WHEREAS, the City is obligated by the Public Employees’ Retirement Law, commencing with Section 20000 of the Government Code of the State of California, as amended (the “Retirement Law”), to make payments to the California Public Employees’ Retirement System (the “System”) relating to pension benefits accruing to the System’s members; and

WHEREAS, the City is obligated specifically to make certain payments to the System in respect of current and retired miscellaneous and safety employees under the pension programs of the System that amortize such obligations over a fixed period of time, including normal costs (collectively, the “Pension Obligation”); and

WHEREAS, the Pension Obligation is evidenced by contracts with the System with respect to miscellaneous and safety employees of the City, as heretofore and hereafter amended from time to time (collectively, the “CalPERS Contract”); and

WHEREAS, the City is authorized pursuant to Articles 10 and 11 (commencing with Section 53570) of Chapter 3 of Division 2 of Title 5 of the Government Code of the State of California (the “Act”) to issue bonds for the purpose of refunding any evidence of indebtedness of the City; and

WHEREAS, for the purpose of refunding the City’s obligations to the System evidenced by the CalPERS Contract and thereby providing funds to the System in payment of the Pension Obligation, the City has determined to issue its bonds in one or more series hereunder, including the City of Selma Taxable Pension Obligation Bonds, Series 2022 (the “Series 2022 Bonds”), all pursuant to and secured by this Trust Agreement providing for the issuance of the Series 2022 Bonds and, collectively with Additional Bonds, the “Bonds,” all in the manner provided herein; and

WHEREAS, the City approved the issuance of the Series 2022 Bonds pursuant to Resolution No. ___, adopted by the City Council of the City on January 18, 2022; and

WHEREAS, to provide for the authentication and delivery of the Bonds, to establish and declare the terms and conditions upon which the Bonds are to be issued and to secure the payment of the principal thereof and interest thereon, the City has authorized the execution and delivery of this Trust Agreement; and

WHEREAS, all acts and proceedings required by law necessary to make the Bonds, when executed by the City, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the City payable in accordance with their terms, and to constitute this Trust Agreement a valid and binding agreement of the parties hereto for the uses and

purposes herein set forth in accordance with its terms, have been done and taken, and the execution and delivery of this Trust Agreement have been in all respects duly authorized;

NOW, THEREFORE, THIS TRUST AGREEMENT WITNESSETH, that in order to secure the payment of the principal of, premium, if any, and the interest on all Bonds at any time issued and outstanding under this Trust Agreement, according to their tenor, and to secure the performance and observance of all the covenants and conditions therein and herein set forth, and to declare the terms and conditions upon and subject to which the Bonds are to be issued and received, and in consideration of the premises and of the mutual covenants herein contained and of the purchase and acceptance of the Bonds by the Owners thereof, and for other valuable considerations, the receipt whereof is hereby acknowledged, the City does hereby covenant and agree with the Trustee, for the benefit of the respective Owners from time to time of the Bonds, as follows:

ARTICLE I

DEFINITIONS; EQUAL SECURITY

Section 1.01. Definitions. Unless the context otherwise requires, the terms defined in this section shall for all purposes hereof and of any Supplemental Trust Agreement and of any certificate, opinion, request or other document herein or therein mentioned have the meanings herein specified:

“Act” means Articles 10 and 11 (commencing with Section 53570) of Chapter 3 of Division 2 of Title 5 of the Government Code of the State of California.

“Additional Bonds” means all Bonds of the City authorized by and at any time Outstanding pursuant hereto and executed, issued and delivered in accordance with Article III.

“Aggregate Principal Amount” means, as of any date of calculation, the principal amount of the Bonds referred to.

“Authorized Denominations” means \$5,000 principal amount or any integral multiple thereof.

“Authorized Representative” means the Mayor (or in their absence the Mayor Pro Tem), the City Manager and the Director of Finance of the City of Selma and their respective designees designated in writing to the Trustee.

“Beneficial Owner” means the beneficial owner of each such Bond, determined under the rules of DTC.

“Bond Fund” means the Bond Fund established in Section 4.01(a) of the Trust Agreement.

“Bonds” means the Series 2022 Bonds and all Additional Bonds.

“Business Day” means any day other than a Saturday or Sunday or day upon which the Trustee is authorized by law to remain closed.

“CalPERS Contract” means the contracts relating to the Miscellaneous Plan (ID 2928642812) and Safety Plan (ID 2928642812), each between the City and the System, as heretofore and hereafter amended from time to time.

“Certificate of the City” means an instrument in writing signed by any one of the Authorized Representatives of the City or such officer’s designee, or by any other officer of the City duly authorized by the City Council of the City in writing to the Trustee for that purpose. If and to the extent required by the provisions of Section 10.07, each Certificate of the City shall include the statements provided for in Section 10.07.

“City” means the City of Selma, California.

“Closing Date” means _____, 2022, the date on which the Series 2022 Bonds are delivered to the original purchaser for the Series 2022 Bonds.

“Continuing Disclosure Agreement” means that certain Continuing Disclosure Agreement executed by the City dated the date of issuance and delivery of the Series 2022 Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

“Corporate Trust Office” means such corporate trust office of the Trustee as may be designated from time to time by written notice from the Trustee to the City, initially being in Los Angeles, California. The Trustee may designate in writing to the City and the Owner such other office or agency from time to time for purposes of registration, transfer, exchange, payment or redemption of Bonds.

“Costs of Issuance” means all items of expense directly or indirectly payable by or reimbursable to the City and related to the Bonds, including, but not limited to, costs of preparation and reproduction of documents, costs of rating agencies and costs to provide information required by rating agencies, filing and recording fees, initial fees and charges of the Trustee, legal fees and expenses of Bond and Disclosure Counsel, other legal fees and charges, fees and disbursements of consultants and professionals, fees and expenses of the underwriter or placement agent, fees and charges for preparation, execution and safekeeping of the Bonds, premiums for bond insurance, if any, and any other cost, charge or fee in connection with the original execution and delivery of the Bonds.

“Costs of Issuance Fund” means the Costs of Issuance Fund established in Section 2.12(b) of this Trust Agreement.

“Defeasance Securities” means:

- (1) Cash; and

(2) Obligations of or obligations guaranteed as to principal and interest by, the United States or any agency or instrumentality thereof, when such obligations are backed by the full faith and credit of the United States, including:

- ☐ U.S. Treasury obligations
- ☐ All direct or fully guaranteed obligations
- ☐ Farmers Home Administration
- ☐ General Services Administration
- ☐ Guaranteed Title XI financing
- ☐ Government National Mortgage Association (GNMA)
- ☐ State and Local Government Series

Any security used for defeasance must provide for the timely payment of principal and interest and cannot be callable or prepayable prior to maturity or earlier redemption of the rated debt (excluding securities that do not have a fixed par value and/or whose terms do not promise a fixed dollar amount at maturity or call date).

“DTC” means The Depository Trust Company, New York, New York, a limited-purpose trust company organized under the laws of the State of New York, and its successors as securities depository for the Bonds including any such successor appointed pursuant to Section 2.07 hereof.

“Fiscal Year” means the twelve-month period terminating on June 30 of each year, or any other annual accounting period hereafter selected and designated by the City as its fiscal year in accordance with applicable law.

“Independent Certified Public Accountant” means any certified public accountant or firm of such accountants duly licensed and entitled to practice and practicing as such under the laws of the State or a comparable successor, appointed and paid by the City, and who, or each of whom --

(1) is in fact independent according to the Statement of Auditing Standards No. 1 and not under the domination of the City;

(2) does not have a substantial financial interest, direct or indirect, in the operations of the City; and

(3) is not connected with the City as a member, officer or employee of the City, but who may be regularly retained to audit the accounting records of and make reports thereon to the City.

“Interest Account” means the account by that name established in Section 4.02 of this Trust Agreement.

“Interest Payment Date” means each [February 1 and August 1, commencing ____ 1, 2022.]

“MSRB” means the Municipal Securities Rulemaking Board or any other entity designated or authorized by the Securities and Exchange Commission to receive reports pursuant to the Rule. Until otherwise designated by the MSRB or the Securities and Exchange Commission, filings with the MSRB are to be made through the Electronic Municipal Market Access (EMMA) website of the MSRB, currently located at <http://emma.msrb.org>.

“Opinion of Counsel” means a written opinion of counsel of recognized national standing in the field of law relating to municipal bonds, appointed and paid by the City.

“Outstanding,” when used as of any particular time with reference to Bonds, means (subject to the provisions of Section 7.02) all Bonds except

(1) Bonds theretofore cancelled by the Trustee or surrendered to the Trustee for cancellation;

(2) Bonds paid or deemed to have been paid within the meaning of Section 9.01; and

(3) Bonds in lieu of or in substitution for which other Bonds shall have been executed, issued and delivered by the City pursuant hereto.

“Owner” means any person who shall be the registered owner of any Outstanding Bond.

“Permitted Investments” means any of the following to the extent permitted by the laws of the State:

(1) Defeasance Securities;

(2) Obligations of any of the following federal agencies which obligations represent the full faith and credit of the United States of America, including:

- ☐ Export-Import Bank
- ☐ Rural Economic Community Development Administration
- ☐ U.S. Maritime Administration
- ☐ Small Business Administration
- ☐ U.S. Department of Housing & Urban Development (PHA’s)
- ☐ Federal Housing Administration

- ☐ Federal Financing Bank;

(3) Direct obligations of any of the following federal agencies which obligations are not fully guaranteed by the full faith and credit of the United States of America:

- ☐ Senior debt obligations issued by the Federal National Mortgage Association (FNMA) or the Federal Home Loan Mortgage Corporation (FHLMC)
- ☐ Obligations of the Resolution Funding Corporation (REFCORP)
- ☐ Senior debt obligations of the Federal Home Loan Bank System

(4) U.S. dollar denominated deposit accounts, federal funds and bankers' acceptances with domestic commercial banks (including the Trustee and its affiliates) which have a rating on their short-term certificates of deposit on the date of purchase of "A-1" or "A-1+" by S&P Global Ratings and which mature not more than three hundred sixty (360) calendar days after the date of purchase. (Ratings on holding companies are not considered as the rating of the bank);

(5) Commercial paper which is rated at the time of purchase in the single highest classification, "A-1+" by S&P Global Ratings and which matures not more than two hundred seventy (270) calendar days after the date of purchase;

(6) Investments in a money market fund rated at the time of purchase "AAAm" or "AAAm-G" or better by S&P Global Ratings, including funds for which the Trustee or its affiliates receives and retains a fee for services provided to the fund, whether as a custodian, transfer agent, investment advisor or otherwise;

(7) Pre-refunded municipal obligations defined as follows: Any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and

(A) which are rated at the time of purchase, based on an irrevocable escrow account or fund (the "escrow"), in the highest rating category of S&P Global Ratings or any successors thereto; or

(B) which are fully secured as to interest and principal and redemption premiums, if any, by an escrow consisting only of cash or obligations described in paragraph (2) of the definition of Defeasance Securities, which escrow may be applied only to the payment of such interest and principal and redemption premiums, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (ii) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premiums, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate;

(8) Municipal obligations rated at the time of purchase “Aaa/AAA” or general obligations of States with a rating of “A2/A” or higher by S&P Global Ratings; and

(9) The Local Agency Investment Fund (as that term is defined in Section 16429.1 of the Government Code of the State, as such Section may be amended or recodified from time to time).

The value of the above investments shall be determined as follows:

(a) For the purpose of determining the amount in any fund, all Permitted Investments credited to such fund shall be valued at fair market value. The Trustee shall have no duty in connection with the determination of fair market value other than to follow: (i) its normal practices in the purchase, sale and determining the value of Permitted Investments; and (ii) the investment directions of the City. The Trustee may utilize and rely on computerized securities pricing services that may be available to it, including those available through its regular accounting system;

(b) As to certificates of deposit and bankers’ acceptances, the face amount thereof; and

(c) As to any investment not specified above, the value thereof established by prior agreement between the City and the Trustee.

“Principal Account” means the account by that name established in Section 4.02 of this Trust Agreement.

“Person” means an individual, corporation, firm, association, partnership, trust, or other legal entity or group of entities, including a governmental entity or any agency or political subdivision thereof.

“Principal Amount” means as to any Bond, the principal amount thereof.

“Principal Payment Date” means each [August 1, commencing August 1, 20__.]

“Rating Agencies” means S&P Global Ratings or, if S&P Global Ratings no longer maintains a rating on the Bonds, any other nationally recognized bond rating agency then maintaining a rating on the Bonds, but, in each instance, only so long as S&P Global Ratings or other nationally recognized rating agency then maintains a rating on the Bonds.

“Record Date” means the close of business on the 15th day of the month preceding any Interest Payment Date, whether or not such day is a Business Day.

“Refunding Fund” means the fund by that name established in Section 2.12(a) of this Trust Agreement.

“Representation Letter” means the Letter of Representations from the City and the Trustee to DTC, or any successor securities depository for the Bonds.

“Retirement Law” means the Public Employees’ Retirement Law, commencing with Section 20000 of the Government Code of the State of California, as amended.

“Serial Bonds” means Bonds for which no sinking fund payments are provided.

“Series” means all of the Bonds designated as being within a certain series, regardless of variations in maturity date, interest rate, redemption and other provisions, and any Bonds thereafter issued in transfer or exchange for such Bonds pursuant to this Trust Agreement.

“Series 2022 Bonds” means the Bonds of the City of that Series designation authorized by and at any time Outstanding pursuant hereto and executed, issued and delivered in accordance with Section 2.02 hereof.

“State” means the State of California.

“Surplus Account” means the account by that name established in Section 4.02 of this Trust Agreement.

“Supplemental Trust Agreement” means any trust agreement then in full force and effect which has been duly executed and delivered by the City and the Trustee amendatory hereof or supplemental hereto; but only if and to the extent that such Supplemental Trust Agreement is specifically authorized hereunder.

“System” means the California Public Employees’ Retirement System.

“Term Bonds” means Bonds which are payable on or before their specified maturity dates from sinking fund payments established for that purpose and calculated to retire such Bonds on or before their specified maturity dates.

“Trust Agreement” means this Trust Agreement, dated as of [As of Date], between the City and the Trustee, as originally executed and as it may from time to time be amended or supplemented by all Supplemental Trust Agreements executed pursuant to the provisions hereof.

“Trustee” means [TRUSTEE], or any other association or corporation which may at any time be substituted in its place as provided in Section 6.01.

“Underwriter” means _____.

“Written Request of the City” means an instrument in writing signed by any one of the Authorized Representatives of the City or such officer’s designee, or by any other officer of the City duly authorized by the City Council of the City in writing to the Trustee for that purpose.

Section 1.02. Trust Agreement Constitutes Contract. In consideration of the acceptance of the Bonds by the Owners thereof, the Trust Agreement shall be deemed to be and shall constitute a contract among the City, the Trustee and the Owners from time to time of all Bonds authorized, executed, issued and delivered hereunder and then Outstanding to provide for the payment of the interest on, principal of, and redemption premium (if any) on, all Bonds which may from time to time be authorized, executed, issued and delivered hereunder, subject to the

agreements, conditions, covenants and provisions contained herein; and all agreements and covenants set forth herein to be performed by or on behalf of the City shall be for the equal and proportionate benefit, protection and security of all Owners of the Bonds without distinction, preference or priority as to security or otherwise of any Bonds over any other Bonds by reason of the number or date thereof or the time of authorization, sale, execution, issuance or delivery thereof or for any cause whatsoever, except as expressly provided herein or therein.

ARTICLE II

ISSUANCE OF SERIES 2022 BONDS; GENERAL BOND PROVISIONS

Section 2.01. Authorization and Purpose of Series 2022 Bonds. The City has reviewed all proceedings heretofore taken relative to the authorization of the Series 2022 Bonds and has found, as a result of such review, and hereby finds and determines that all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the Series 2022 Bonds do exist, have happened and have been performed in due time, form and manner as required by law, and that the City is now duly authorized, pursuant to each and every requirement of the Act, to issue the Series 2022 Bonds in the form and manner and for the purpose provided herein and that the Series 2022 Bonds shall be entitled to the benefit, protection and security of the provisions hereof.

The obligations of the City under the Bonds, including the obligation to make all payments of interest and principal when due, are obligations of the City imposed by law and are absolute and unconditional, without any right of set-off or counterclaim. Neither the Bonds nor the obligation of the City to make payments on the Bonds constitute an indebtedness of the City, the State of California, or any of its political subdivisions within the meaning of any constitutional or statutory debt limitation or restriction.

Section 2.02. Terms of the Series 2022 Bonds; General Bond Provisions. The Series 2022 Bonds shall be designated “City of Selma Taxable Pension Obligation Bonds, Series 2022” and shall be in the aggregate principal amount of \$[Par Amount]. The Series 2022 Bonds shall be dated the date of original delivery, shall be issued only in fully registered form in denominations of five thousand dollars (\$5,000) or any integral multiple of five thousand dollars (\$5,000) (not exceeding the principal amount of Series 2022 Bonds maturing at any one time), and shall mature on the dates and in the principal amounts and bear interest at the rates as set forth in the following table:

Payment Date (<u>August 1</u>)	Principal <u>Amount</u>	Rate of <u>Interest</u>
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* Term Bond.

The Series 2022 Bonds shall bear interest at the rates (based on a 360-day year of twelve 30-day months) set forth above, payable on the Interest Payment Dates for the Series 2022 Bonds. The Series 2022 Bonds shall bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless such date of authentication is an Interest Payment Date or during the period from the sixteenth day of the month preceding an Interest Payment Date to such Interest Payment Date, in which event they shall bear interest from such Interest Payment Date, or unless such date of authentication is prior to the first Record Date, in which event they shall bear interest from their dated date; provided, however, that if at the time of authentication of any Series 2022 Bond interest is then in default on the Outstanding Series 2022 Bonds, such Series 2022 Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment on the Outstanding Series 2022 Bonds. Payment of interest on the Series 2022 Bonds due on or before the maturity or prior redemption thereof shall be made to the person whose name appears in the Series 2022 Bonds registration books kept by the Trustee pursuant to Section 2.08 as the registered owner thereof as of the close of business on the Record Date for an Interest Payment Date, whether or not such day is a Business Day, such interest to be paid by check mailed on the Interest Payment Date by first-class mail to such registered owner at the address as it appears in such books; provided that upon the written request of an Owner of \$1,000,000 or more in aggregate principal amount of Bonds received by the Trustee prior to the applicable Record Date, interest shall be paid by wire transfer in immediately available funds. Any such written request shall remain in effect until rescinded in writing by the Owner.

The principal of the Series 2022 Bonds shall be payable in lawful money of the United States of America at the Corporate Trust Office of the Trustee. Payment of the principal of the Series 2022 Bonds shall be made upon the surrender thereof at maturity or on redemption prior to maturity at the Corporate Trust Office of the Trustee.

Section 2.03. Redemption of Series 2022 Bonds.

(a) Optional Redemption. The Series 2022 Bonds maturing on or after August 1, 20__ shall be subject to redemption prior to their maturity date, at the option of the City, *pro rata* within a maturity on any date on or after August 1, 20__, at a redemption price equal to the principal amount of the Series 2022 Bonds to be redeemed, plus accrued interest thereon to the date of redemption, without premium. In the event of a redemption pursuant to this Section 2.03(a) and (c), the City shall provide the Trustee with a revised sinking fund schedule, described below, giving effect to the redemption so completed.

(b) Mandatory Sinking Fund Redemption. The Series 2022 Term Bonds maturing on August 1, 20__ are subject to mandatory sinking fund redemption on August 1 in each year, commencing August 1, 20__, at a redemption price equal to the principal amount thereof, plus accrued interest to the date of redemption, without premium. The principal amount of such term bonds to be so redeemed and the dates therefor shall be as follows.

Redemption Date	Principal
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(August 1)

Amount

*

* Maturity Date

(e) Selection of Bonds for Redemption. If less than all of the outstanding Bonds are to be redeemed prior to maturity, redemption payments will be made on a pro rata basis within a maturity to each Owner in whose name such Bonds are registered at the close of business on the 15th day of the calendar month immediately preceding the redemption date. So long as the Bonds are held in book-entry form, Bonds equal to \$5,000 or any integral multiple thereof will be redeemed within a maturity on a pro rata pass-through distribution of principal basis in accordance with DTC procedures; and, if the DTC operational arrangements do not allow for redemption on a pro rata pass-through distribution of principal basis, the portions of the Bonds will be selected for redemption, in accordance with DTC procedures, by lot.

It is the City's intent that the redemption allocations described in this Trust Agreement with respect to the Bonds within a maturity be made on a pro rata pass-through distribution of principal basis. However, the City can provide no assurance that DTC, the Participants or any other intermediaries will allocate redemptions among Beneficial Owners on such basis.

"Pro rata" means, in connection with any optional redemption in part, with respect to the allocation of amounts to be redeemed, the application to such amounts of a fraction, the numerator of which is equal to the amount of the specific maturity of the Bonds held by an Owner of such Bonds, and the denominator of which is equal to the total amount of such maturity of Bonds, then Outstanding.

(d) Notice of Redemption. If the City elects to redeem Bonds as provided above, the City shall, at least 45 days (or such lesser number of days acceptable to the Trustee) prior to the redemption date, give written notice to the Trustee of its election to so redeem, the redemption date and the principal amount of the Bonds to be redeemed among maturities. Notice of redemption shall be mailed by first class mail or electronically transmitted by the Trustee, on behalf and at the expense of the City, not less than 20 nor more than 60 days prior to the redemption date to the respective Owners of Bonds designated for redemption at their addresses appearing on the bond registration books of the Trustee. The Trustee shall also provide such additional notice of redemption of Bonds at the time and as may be required by the MSRB.

Each notice of redemption shall state the date of such notice, the Bonds to be redeemed, the Series and date of issue of such Bonds, the redemption date, the redemption price, the place or places of redemption (including the name and appropriate address or addresses), the CUSIP number (if any) of the maturity or maturities, and, if less than all of any such maturity are to be redeemed, the distinctive certificate numbers of the Bonds of such maturity to be redeemed and, in the case of Bonds to be redeemed in part only, the respective portions of the principal amount thereof to be redeemed.

Each notice of optional redemption shall also state that such optional redemption may be rescinded by the City and that, unless such redemption is so rescinded, and provided that on said

date funds are available for payment in full of the Bonds then called for redemption, on said date there will become due and payable on each of such Bonds the redemption price thereof or of said specified portion of the principal amount thereof in the case of a Bond to be redeemed in part only, together with interest accrued thereon to the redemption date, and that from and after such redemption date interest thereon shall cease to accrue, and shall require that such Bonds be then surrendered at the address or addresses of the Trustee specified in the redemption notice.

Failure by the Trustee to give notice pursuant to this Section 2.03 to any one or more of the Information Services or Securities Depositories, or the insufficiency of any such notice shall not affect the sufficiency of the proceedings for redemption. The failure of any Owner to receive any redemption notice mailed to such Owner and any defect in the notice so mailed shall not affect the sufficiency of the proceedings for redemption.

The City shall have the right to rescind any optional redemption by providing the Trustee with written notice of such rescission at least two Business Day prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default hereunder. The Trustee shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent.

Section 2.04. Form of Bonds. The Bonds and the authentication endorsement and assignment to appear thereon shall be substantially in the form set forth in Exhibit A.

Section 2.05. Execution of Bonds. The Mayor or the City Manager is hereby authorized and directed to execute each of the Bonds on behalf of the City, and the City Clerk of the City is hereby authorized and directed to countersign each of the Bonds on behalf of the City. The signature of the Mayor, the City Manager and the City Clerk may be by printed or otherwise reproduced by electronic reproduction. In case any officer whose signature appears on the Bonds shall cease to be such officer before the delivery of the Bonds to the purchaser thereof, such signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in office until such delivery of the Bonds. Only those Bonds bearing thereon a certificate of authentication in the form provided for herein, executed manually or electronically and dated by the Trustee, shall be entitled to any benefit, protection or security hereunder or be valid or obligatory for any purpose, and such certificate of the Trustee shall be conclusive evidence that the Bonds so authenticated have been duly authorized, executed, issued and delivered hereunder and are entitled to the benefit, protection and security hereof.

Section 2.06. Transfer and Payment of Bonds. Any Bond may, in accordance with its terms, be transferred in the books required to be kept pursuant to the provisions of Section 2.08 by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bonds for cancellation at the Corporate Trustee Office of the Trustee, accompanied by delivery of a duly executed written instrument of transfer in a form acceptable to the Trustee. Whenever any Bond or Bonds shall be surrendered for transfer, the City shall execute and the Trustee shall authenticate and deliver to the transferee a new Bond or Bonds of the same series and maturity for a like aggregate principal amount. The cost of printing Bonds and any services rendered or expenses incurred by the Trustee in connection with any transfer

shall be paid by the City. The Trustee shall require the payment by the Owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer as a condition precedent to the exercise of such privilege. Prior to any transfer of the Bonds outside the book-entry system, (including, but not limited to, the initial transfer outside the book-entry system) the transferor shall provide or cause to be provided to the Trustee all information necessary to allow the Trustee to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Internal Revenue Code Section 6045, as amended. The Trustee shall conclusively rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

The City and the Trustee may deem and treat the registered owner of any Bond as the absolute owner of such Bond for the purpose of receiving payment thereof and for all other purposes, whether such Bonds shall be overdue or not, and neither the City nor the Trustee shall be affected by any notice or knowledge to the contrary; and payment of the interest on, principal of, and redemption premium (if any) on, such Bonds shall be made only to such registered owner, which payments shall be valid and effectual to satisfy and discharge liability on such Bonds to the extent of the sum or sums so paid.

The Trustee shall not be required to register the transfer of or exchange any Bond which has been selected for redemption in whole or in part, from and after the day of mailing of a notice of redemption of such Bond selected for redemption in whole or in part as provided in Section 2.03.

Section 2.07. Book-Entry Bonds. Notwithstanding any provision of this Trust Agreement to the contrary, the transfer provisions of Section 2.06 hereof do not apply if the ownership of the Bonds is in book-entry form.

(a) Except as provided in subparagraph (d) of this Section 2.07, the registered Owner of all of the Bonds shall be DTC, and the Bonds shall be registered in the name of Cede & Co., as nominee for DTC. Notwithstanding anything to the contrary contained in this Trust Agreement, payment of interest with respect to any Bond registered as of each Record Date in the name of Cede & Co. shall be made by wire transfer of same-day funds to the account of Cede & Co. on the Interest Payment Date for the Bonds at the address indicated on the Record Date or special record date for Cede & Co. in the Bond registration books required to be kept by the Trustee pursuant to the provisions of Section 2.09 hereof or as otherwise provided in the Representation Letter.

(b) The Bonds shall be initially executed and delivered in the form of separate single fully registered Bonds in the amount of each separate stated maturity of the Bonds. Upon initial execution and delivery, the ownership of such Bonds shall be registered in the Bond registration books required to be kept by the Trustee pursuant to the provisions of Section 2.09 hereof in the name of Cede & Co., as nominee of DTC. The Trustee and the City shall treat DTC (or its nominee) as the sole and exclusive Owner of the Bonds registered in its name for the purposes of payment of the principal, premium, if any, or interest with respect to the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to Owners under this Trust Agreement, registering the transfer of Bonds, obtaining any consent or other action to be taken by Owners and for all other purposes whatsoever, and neither the Trustee

nor the City shall be affected by any notice to the contrary. Neither the Trustee nor the City shall have any responsibility or obligation to any person claiming a beneficial ownership interest in the Bonds under or through DTC, or any other person which is not shown on the Bond registration books required to be kept by the Trustee pursuant to the provisions of Section 2.09 hereof as being an Owner, with respect to (i) the accuracy of any records maintained by DTC; (ii) the payment by DTC of any amount of the principal, premium, if any, or interest on the Bonds; (iii) any notice which is permitted or required to be given to Owners under this Trust Agreement or the selection by DTC of any person to receive payment in the event of a partial redemption of the Bonds; or (iv) any consent given or other action taken by DTC as Owner. The Trustee shall pay all principal, premium, if any, and interest on the Bonds only to DTC, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. Except under the conditions of (d) below, no person other than DTC shall receive an executed Bond representing the right to receive principal, premium, if any and interest pursuant to this Trust Agreement. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions herein with respect to Record Dates, the term "Cede & Co." in this Trust Agreement shall refer to such new nominee of DTC.

(c) To qualify the Bonds for DTC's book-entry system, the City and the Trustee (if required) will execute, countersign and deliver to DTC the Representation Letter. The execution and delivery of the Representation Letter shall not in any way limit the provisions of this Section 2.07 or in any other way impose upon the Trustee or the City any obligation whatsoever with respect to persons having interests in the Bonds other than the Owners, as shown on the Bond registration books required to be kept by the Trustee pursuant to the provisions of Section 2.08 hereof.

(d) If (i) DTC, including any successor as securities depository for the Bonds, determines not to continue to act as securities depository for the Bonds, or (ii) the City determines that the incumbent securities depository shall no longer so act and delivers a written certificate to the Trustee to that effect, then the City will discontinue the book-entry system with the incumbent securities depository for the Bonds. If the City determines to replace the incumbent securities depository for the Bonds with another qualified securities depository, the City shall prepare or direct the preparation of a new single, separate fully registered Bond for the aggregate outstanding principal amount of Bonds of each maturity, registered in the name of such successor or substitute qualified securities depository, or its nominee, or make such other arrangement acceptable to the City, the Trustee and the successor securities depository for the Bonds as are not inconsistent with the terms of this Trust Agreement. If the City fails to identify another qualified successor securities depository for the Bonds to replace the incumbent securities depository, then the Bonds shall no longer be restricted to being registered in the Bond registration books required to be kept by the Trustee pursuant to the provisions of Section 2.08 hereof in the name of the incumbent securities depository or its nominee, but shall be registered in whatever name or names the incumbent securities depository for the Bonds, or its nominee, shall designate. In such event the City shall execute and deliver a sufficient quantity of Bonds as to carry out the transfers and exchanges provided in this Section and Sections 2.06 and 2.10 hereof. All such Bonds shall be in fully registered form in denominations authorized by this Trust Agreement.

(e) Notwithstanding any other provision of this Trust Agreement to the contrary, so long as any Bond is registered in the name of DTC, or its nominee, all payments with respect to the principal, premium, if any, and interest on such Bond and all notices with respect to such Bonds shall be made and given, respectively, as provided in the Representation Letter.

(f) In connection with any notice or other communication to be provided to Owners pursuant to this Trust Agreement by the City or the Trustee with respect to any consent or other action to be taken by Owner, the City or the Trustee, as the case may be, shall establish a record date for such consent or other action and give DTC notice of such record date not less than 15 calendar days in advance of such record date to the extent possible.

Section 2.08. Exchange of Bonds. Bonds may be exchanged at the Corporate Trust Office of the Trustee for a like aggregate principal amount of Bonds of the same series and maturity of other Authorized Denominations. The cost of printing Bonds and any services rendered or expenses incurred by the Trustee in connection with any exchange shall be paid by the City. The Trustee shall require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange as a condition precedent to the exercise of such privilege. The Trustee shall not be required to exchange any Bond which has been selected for redemption in whole or in part, from and after the day of mailing of a notice of redemption of such Bond selected for redemption in whole or in part as provided in Section 2.03.

Section 2.09. Bond Registration Books. The Trustee will keep at its Corporate Trust Office sufficient books for the registration and transfer of the Bonds which shall during normal business hours be open to inspection by the City, and upon presentation for such purpose the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer the Bonds in such books as hereinabove provided.

Section 2.10. Mutilated, Destroyed, Stolen or Lost Bonds. If any Bond shall become mutilated the Trustee at the expense of the Owner shall thereupon authenticate and deliver, a new Bond of like tenor and amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Trustee of the Bond so mutilated. Every mutilated Bond so surrendered to the Trustee shall be cancelled. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee and, if such evidence be satisfactory to the Trustee and indemnity satisfactory to the Trustee shall be given, the Trustee, at the expense of the Owner, shall thereupon authenticate and deliver, a new Bond of like tenor in lieu of and in substitution for the Bond so lost, destroyed or stolen. The Trustee may require payment of a reasonable sum for each new Bond issued under this Section and of the expenses which may be incurred by the City and the Trustee in the premises. Any Bond issued under the provisions of this Section in lieu of any Bond alleged to be lost, destroyed or stolen shall be equally and proportionately entitled to the benefits of this Trust Agreement with all other Bonds of the same series secured by this Trust Agreement. Neither the City nor the Trustee shall be required to treat both the original Bond and any replacement Bond as being Outstanding for the purpose of determining the principal amount of Bonds which may be issued hereunder or for the purpose of determining any percentage of Bonds Outstanding hereunder, but both the original and replacement Bond shall be treated as one and the same.

Section 2.11. Temporary Bonds. The Bonds issued under this Trust Agreement may be initially issued in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds may be printed or typewritten, shall be of such denominations as may be determined by the City, shall be in fully registered form and may contain such reference to any of the provisions of this Trust Agreement as may be appropriate. Every temporary Bond shall be executed and authenticated as authorized by the City, in accordance with the terms of the Act. If the City issues temporary Bonds it will execute and furnish definitive Bonds without delay and thereupon the temporary Bonds may be surrendered, for cancellation, in exchange therefor at the Corporate Trust Office of the Trustee, and the Trustee shall deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of Authorized Denominations. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this Trust Agreement as definitive Bonds delivered hereunder.

Section 2.12. Procedure for the Issuance of Series 2022 Bonds; Application of Bond Proceeds. At any time after the sale of the Series 2022 Bonds in accordance with the Act, the City shall execute the Series 2022 Bonds for issuance hereunder and shall deliver them to the Trustee, and thereupon the Series 2022 Bonds shall be authenticated and delivered by the Trustee to the Underwriter of the Series 2022 Bonds upon a request in the form of a Certificate of the City. The net proceeds of the Series 2022 Bonds in the amount of \$ _____ shall be applied to pay certain obligations of the City to the System pursuant to the Retirement Law and Costs of Issuance as follows:

(a) The Trustee shall deposit \$ _____ of proceeds of the Series 2022 Bonds in a Refunding Fund, which the Trustee shall establish for the purpose of receiving such deposit. On the Closing Date for such Series 2022 Bonds, the Trustee shall promptly transfer all amounts in the Refunding Fund to the System pursuant to written instructions from an Authorized Representative.

(b) The Trustee shall deposit \$ _____ in the Costs of Issuance Fund, which fund the City hereby agrees to maintain with the Trustee. All money in the Costs of Issuance Fund shall be used and withdrawn by the Trustee to pay or reimburse the Costs of Issuance of the Series 2022 Bonds upon receipt of a Written Request of the City filed with the Trustee, each of which shall be sequentially numbered and shall state the person to whom payment is to be made, the amount to be paid, instructions for making the payment, the purpose for which the obligation was incurred and that such payment is a proper charge against said fund. Each such Written Request of the City shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts. On the date which is six months following the Closing Date for the Series 2022 Bonds or upon the earlier Written Request of the City, any remaining balance in the Costs of Issuance Fund shall be transferred to the Interest Account.

Upon receipt of the purchase price of Additional Bonds, if any, the Trustee shall set aside and deposit the proceeds received from such sale as set forth in the Supplemental Trust Agreement authorizing such Additional Bonds, which proceeds may be deposited in the following respective accounts or funds:

(i) The Trustee shall deposit the amount, if any, set forth in the Supplemental Trust Agreement authorizing such Additional Bonds in the respective Refunding Fund. On the Closing Date for such Bonds, the Trustee shall promptly transfer all amounts in the respective Refunding Fund to the System or to refund Bonds, as set forth in the Supplemental Trust Agreement authorizing such Additional Bonds.

(ii) The Trustee shall deposit the amount, if any, set forth in the Supplemental Trust Agreement authorizing such Additional Bonds in the respective Costs of Issuance Fund, which fund the City hereby agrees to maintain with the Trustee. All money in the Costs of Issuance Fund shall be used and withdrawn by the Trustee to pay or reimburse the respective Costs of Issuance of the Additional Bonds upon receipt of a Written Request of the City filed with the Trustee, each of which shall be sequentially numbered and shall state the person to whom payment is to be made, the amount to be paid, instructions for making the payment, the purpose for which the obligation was incurred and that such payment is a proper charge against said fund. Each such Written Request of the City shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts. On the date which is six months following the Closing Date for the Additional Bonds or upon the earlier Written Request of the City, any remaining balance in the respective Costs of Issuance Fund shall be transferred to the Interest Account.

Section 2.13. Validity of Bonds. The recital contained in the Bonds that the same are issued pursuant to the Act and pursuant hereto shall be conclusive evidence of their validity and of the regularity of their issuance, and all Bonds shall be incontestable from and after their issuance. The Bonds shall be deemed to be issued, within the meaning hereof, whenever the definitive Bonds (or any temporary Bonds exchangeable therefor) shall have been delivered to the purchaser thereof and the proceeds of sale thereof received.

ARTICLE III

ISSUANCE OF ADDITIONAL BONDS

Section 3.01. Conditions for the Issuance of Additional Bonds. The City may at any time issue Additional Bonds on a parity with the Series 2022 Bonds, but only subject to the following specific conditions, which are hereby made conditions precedent to the issuance of any such Additional Bonds:

(a) The City shall be in compliance with all agreements and covenants contained herein.

(b) The issuance of such Additional Bonds shall have been authorized pursuant to the Act and shall have been provided for by a Supplemental Trust Agreement which shall specify the following:

(1) The purpose for which such Additional Bonds are to be issued; provided, that such Additional Bonds shall be applied solely for (i) the purpose of satisfying any obligation to make payments to the System pursuant to the Retirement Law relating to pension benefits

accruing to the System's members, and/or for payment of all costs incidental to or connected with the issuance of Additional Bonds for such purpose, and/or (ii) the purpose of refunding any Bonds then Outstanding, including payment of all costs incidental to or connected with such refunding;

(2) The authorized principal amount and designation of such Additional Bonds;

(3) The date and the maturity dates of and the sinking fund payment dates, if any, for such Additional Bonds;

(4) The interest payment dates for such Additional Bonds;

(5) The denomination or denominations of and method of numbering such Additional Bonds;

(6) The redemption premiums, if any, and the redemption terms, if any, for such Additional Bonds;

(7) The amount, if any, to be deposited from the proceeds of sale of such Additional Bonds in the Interest Account hereinafter referred to; and

(8) Such other provisions (including the requirements of a book-entry Bond registration system, if any) as are necessary or appropriate and not inconsistent herewith.

Section 3.02. Procedure for the Issuance of Additional Bonds. At any time after the sale of any Additional Bonds in accordance with the Act, the City shall execute such Additional Bonds for issuance hereunder and shall deliver them to the Trustee, and thereupon such Additional Bonds shall be delivered by the Trustee to the purchaser thereof upon the Written Request of the City, but only upon receipt by the Trustee of the following documents or money or securities, all of such documents dated or certified, as the case may be, as of the date of delivery of such Additional Bonds by the Trustee:

(a) An executed copy of the Supplemental Trust Agreement authorizing the issuance of such Additional Bonds;

(b) A Written Request of the City as to the delivery of such Additional Bonds;

(c) An Opinion of Counsel to the effect that (1) the City has executed and delivered the Supplemental Trust Agreement, and the Supplemental Trust Agreement is valid and binding upon the City and (2) such Additional Bonds are valid and binding obligations of the City;

(d) A Certificate of the City stating that all requirements of Article III have been complied with and containing any other such statements as may be reasonably necessary to show compliance with the conditions for the issuance of such Additional Bonds contained herein; and

(e) Such further documents, money or securities as are required by the provisions of the Supplemental Trust Agreement providing for the issuance of such Additional Bonds.

ARTICLE IV

SECURITY FOR THE BONDS; FUNDS AND ACCOUNTS

Section 4.01. Assignment and Pledge for the Bonds; Bond Fund; Deposits to Bond Fund.

(a) There is hereby created a special trust fund designated as the “Bond Fund” that shall be held and administered by the Trustee as provided in this Trust Agreement. The Bonds, including any Additional Bonds, shall be payable by the City from any source of legally available funds. The City hereby irrevocably assigns and pledges to the Trustee, in trust for the security of the Owners on the terms hereof all of the City’s rights, title and interest in and to all money and securities for deposit in, or deposited in, the Bond Fund and any investment earnings thereon, and any collateral security for, and all proceeds of, any of the foregoing.

(b) The Trustee shall hold all the rights, title and interest received under this Section 4.01 and all money and securities (exclusive of money to which the Trustee is entitled in its own right as fees, indemnity, reimbursement or otherwise) received from the City or derived from the exercise of the City’s powers hereunder in trust for the security of the Owners in accordance with the provisions hereof. The City shall from time to time execute, deliver, file and record such instruments as the Trustee may reasonably require to confirm, perfect or maintain the security created hereby and the assignment and pledge hereby of the rights, title and interest assigned and pledged by the City to the Trustee hereunder.

(c) The City shall promptly deposit or cause to be deposited with the Trustee on or before each Record Date an amount sufficient to pay the principal of, if any, and interest coming due on the next Interest Payment Date.

Section 4.02. Allocation of Moneys in Bond Fund. On or before each Interest Payment Date or date fixed for redemption of Bonds, the Trustee shall transfer from the Bond Fund, in immediately available funds, for deposit into the following respective accounts (each of which is hereby created and which the Trustee shall maintain in trust separate and distinct from the other funds and accounts established hereunder), the following amounts in the following order of priority, the requirements of each such account (including the making up of any deficiencies in any such account resulting from lack of funds sufficient to make any earlier required deposit) at the time of deposit to be satisfied before any deposit is made to any account subsequent in priority:

- (a) Interest Account,
- (b) Principal Account, and
- (c) Surplus Account.

All money in each of such accounts shall be held in trust by the Trustee and shall be applied, used and withdrawn only for the purposes hereinafter authorized in this Section 4.02.

(a) Interest Account. On each Interest Payment Date, the Trustee shall set aside from the Bond Fund and deposit in the Interest Account that amount of money which is equal to the amount of interest becoming due and payable on all Outstanding Bonds on such Interest Payment Date. No deposit need be made in the Interest Account if the amount contained therein is at least equal to the aggregate amount of interest becoming due and payable on all Outstanding Bonds on such Interest Payment Date. All money in the Interest Account shall be used and withdrawn by the Trustee solely for the purpose of paying the interest on the Bonds as it shall become due and payable (including accrued interest on any Bonds purchased or redeemed prior to maturity).

(b) Principal Account. On or before each Principal Payment Date, the Trustee shall set aside from the Bond Fund and deposit in the Principal Account an amount of money equal to the amount of all sinking fund payments required to be made on such Principal Payment Date into the respective sinking fund accounts for all Outstanding Term Bonds and the principal amount of all Outstanding Serial Bonds maturing on such Principal Payment Date.

No deposit need be made in the Principal Account if the amount contained therein is at least equal to the aggregate amount of the principal of all Outstanding Serial Bonds maturing by their terms on such Principal Payment Date plus the aggregate amount of all sinking fund payments required to be made on such Principal Payment Date for all Outstanding Term Bonds.

The Trustee shall establish and maintain within the Principal Account a separate subaccount for the Term Bonds of each series and maturity, designated as the “Sinking Account” (the “Sinking Account”), inserting therein the series and maturity (if more than one such account is established for such series) designation of such Bonds. With respect to each Sinking Account, on each mandatory sinking account payment date established for such Sinking Account, the Trustee shall apply the mandatory sinking account payment required on that date to the redemption (or payment at maturity, as the case may be) of Term Bonds of the series and maturity for which such Sinking Account was established, upon the notice and in the manner provided in Article II; provided that, at any time prior to giving such notice of such redemption, the Trustee may upon the Written Request of the City, apply moneys in such Sinking Account to the purchase for cancellation of Term Bonds of such series and maturity at public or private sale, as and when and at such prices (including brokerage and other charges, but excluding accrued interest, which is payable from the Interest Account), as may be directed by the City, except that the purchase price (excluding accrued interest) shall not exceed the redemption price that would be payable for such Bonds upon redemption by application of such Mandatory Sinking Account Payment. If, during the twelve-month period immediately preceding said mandatory sinking account payment date, the Trustee has purchased Term Bonds of such series and maturity with moneys in such Sinking Account, such Bonds so purchased shall be applied, to the extent of the full principal amount thereof, as applicable, to reduce such mandatory sinking account payment.

All money in the Principal Account shall be used and withdrawn by the Trustee solely for the purpose of paying the principal of the Bonds, as applicable, as they shall become due and payable, whether at maturity or redemption, except that any money in any sinking fund account shall be used and withdrawn by the Trustee only to purchase or to redeem or to pay Term Bonds for which such Sinking Account was created.

(c) Surplus Account. On the Business Day following the last Interest Payment Date of each Fiscal Year, or on such other date as provided in a Supplemental Trust Agreement, any moneys remaining in the Bond Fund shall be deposited by the Trustee in the Surplus Account. So long as no event of default has occurred and is continuing, moneys deposited in the Surplus Account shall be transferred by the Trustee to or upon the order of the City, as specified in a Written Request of the City.

Section 4.03. Deposit and Investments of Money in Accounts and Funds. All money held by the Trustee in any of the accounts or funds established pursuant hereto shall be invested in Permitted Investments at the Written Request of the City filed with the Trustee at least two Business Days in advance of the making of such investment. If no Written Request of the City is received, the Trustee shall hold such funds uninvested. Such investments shall, as nearly as practicable, mature on or before the dates on which such money is anticipated to be needed for disbursement hereunder. All interest, profits and other income received from any money so invested shall be deposited in the Bond Fund. The Trustee shall have no liability or responsibility for any loss resulting from any investment made or sold in accordance with the provisions of this Article IV, except for any loss due to the negligence or willful misconduct of the Trustee. The Trustee may act as principal or agent in the acquisition or disposition of any investment and may impose its customary charge therefor. The City acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the City the right to receive brokerage confirmations of security transactions as they occur, the City agrees it will not receive such confirmations from the Trustee to the extent permitted by law. The Trustee will furnish the City periodic cash transaction statements which shall include detail for all investment transactions made by the Trustee hereunder.

ARTICLE V

COVENANTS OF THE CITY

Section 5.01. Punctual Payment and Performance; Budget and Appropriation. The City will punctually pay the interest on and the principal of and redemption premiums, if any, to become due on every Bond issued hereunder in strict conformity with the terms hereof and of the Bonds, and will faithfully observe and perform all the agreements and covenants to be observed or performed by the City contained herein and in the Bonds. In furtherance of this covenant, the City shall in each Fiscal Year include in its budget a provision to provide funds in an amount sufficient to pay the principal, premium, if any, and interest on the Bonds coming due in such Fiscal Year, but only to the extent that such amounts exceed the amount of available funds then on deposit in the Bond Fund, and shall make annual appropriations for all such amounts. If such principal, premium, if any, and interest on the Bonds coming due in any Fiscal Year exceeds the sum of amounts budgeted in respect thereof, together with amounts then on deposit in the Bond Fund, then the City shall amend or supplement the budget to provide for such excess amounts. The covenants contained in this Section shall be deemed to be and shall be duties imposed by law and it shall be the duty of each and every public official of the City to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the City to carry out and perform the covenants and agreements in this Trust Agreement agreed to be carried out and performed by the City.

Section 5.02. Extension of Payment of Bonds. The City shall not directly or indirectly extend or assent to the extension of the maturity of any of the Bonds or the time of payment of any claims for interest by the purchase of such Bonds or by any other arrangement, and in case the maturity of any of the Bonds or the time of payment of any such claims for interest shall be extended, such Bonds or claims for interest shall not be entitled, in case of any default hereunder, to the benefits of this Trust Agreement, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest thereon which shall not have been so extended. Nothing in this Section 5.02 shall be deemed to limit the right of the City to issue Bonds for the purpose of refunding any Outstanding Bonds, and such issuance shall not be deemed to constitute an extension of maturity of the Bonds.

Section 5.03. Additional Debt. The City expressly reserves the right to enter into one or more other agreements or indentures for any of its purposes, and reserves the right to issue other obligations for such purposes.

Section 5.04. Power to Issue Bonds. The City is duly authorized pursuant to law to issue the Bonds and to enter into this Trust Agreement. The Bonds and the provisions of this Trust Agreement are the legal, valid and binding obligations of the City in accordance with their terms. The Bonds and any Additional Bonds shall constitute obligations imposed by law.

Section 5.05. Accounting Records and Reports. The City will keep or cause to be kept proper books of record and accounts in which complete and correct entries shall be made of all transactions relating to the receipts, disbursements, allocation and application of moneys on deposit in the funds and accounts established hereunder.

Section 5.06. Prosecution and Defense of Suits. The City will defend against every suit, action or proceeding at any time brought against the Trustee upon any claim to the extent involving the failure of the City to fulfill its obligations hereunder; provided that the Trustee or any affected Owner at its election may appear in and defend any such suit, action or proceeding. The City, to the extent permitted by law, will indemnify and hold harmless the Trustee against any and all liability claimed or asserted by any person to the extent arising out of such failure by the City, and will indemnify and hold harmless the Trustee against any attorney's fees or other expenses which it may incur in connection with any litigation to which it may become a party by reason of its actions hereunder, except for any loss, cost, damage or expense resulting from the negligence, willful misconduct or breach of duty by the Trustee. Notwithstanding any contrary provision hereof, this covenant shall remain in full force and effect even though all Bonds secured hereby may have been fully paid and satisfied or the resignation or removal of the Trustee.

Section 5.07. Further Assurances. Whenever and so often as reasonably requested to do so by the Trustee or any Owner, the City will promptly execute and deliver or cause to be executed and delivered all such other and further assurances, documents or instruments, and promptly do or cause to be done all such other and further things as may be necessary or reasonably required in order to further and more fully vest in the Owners all rights, interests, powers, benefits, privileges and advantages conferred or intended to be conferred upon them hereby.

Section 5.08. Waiver of Laws. The City shall not at any time insist upon or plead in any manner whatsoever, or claim or take the benefit or advantage of, any stay or extension law now or at any time hereafter in force that may affect the covenants and agreements contained in this Trust Agreement or in the Bonds, and all benefit or advantage of any such law or laws is hereby expressly waived by the City to the extent permitted by law.

Section 5.09. Compliance with Continuing Disclosure Agreement. The City has undertaken responsibility for compliance with continuing disclosure requirements with respect to S.E.C. Rule 15c2-12. Notwithstanding any other provision of this Trust Agreement, failure of the City to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default; however, the Trustee may or the Owners of at least 25% aggregate principal amount in Outstanding Bonds, and upon receipt of indemnification satisfactory to it, shall) or any Owner or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Section.

ARTICLE VI

THE TRUSTEE

Section 6.01. The Trustee. [TRUSTEE], shall serve as the Trustee for the Bonds for the purpose of receiving all money which the City is required to deposit with the Trustee hereunder and for the purpose of allocating, applying and using such money as provided herein and for the purpose of paying the interest on and principal of and redemption premiums, if any, on the Bonds presented for payment at the Corporate Trust Office of the Trustee with the rights and obligations provided herein. The City agrees that it will at all times maintain a Trustee having a corporate trust office in the State of California.

The City may at any time, unless there exists any event of default as defined in Section 8.01, with 30 days prior notice remove the Trustee initially appointed and any successor thereto and may appoint a successor or successors thereto by an instrument in writing; provided, that any such successor shall be a bank or trust company doing business or national banking association and having a corporate trust office in the State of California, having a combined capital (exclusive of borrowed capital) and surplus of at least seventy-five million dollars (\$75,000,000) and subject to supervision or examination by federal or state authority. If such bank, national banking association or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purpose of this section the combined capital and surplus of such bank, national banking association or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. The Trustee may at any time resign by giving written notice of such resignation to the City and by mailing to the Owners notice of such resignation. Upon receiving such notice of resignation, the City shall promptly appoint a successor Trustee by an instrument in writing. Any removal or resignation of a Trustee and appointment of a successor Trustee shall become effective only upon the acceptance of appointment by the successor Trustee. If, within thirty (30) days after notice of the removal or resignation of the Trustee no successor Trustee shall have been appointed and shall have accepted such appointment, the removed or resigning Trustee may petition any court of

competent jurisdiction for the appointment of a successor Trustee, which court may thereupon, after such notice, if any, as it may deem proper and prescribe and as may be required by law, appoint a successor Trustee having the qualifications required hereby.

The Trustee is hereby authorized to pay or redeem the Bonds when duly presented for payment at maturity or on redemption prior to maturity. The Trustee shall cancel all Bonds upon payment thereof or upon the surrender thereof by the City and shall destroy such Bonds and a certificate of destruction shall be delivered to the City. The Trustee shall keep accurate records of all Bonds paid and discharged and cancelled by it.

The Trustee shall, prior to an event of default, and after the curing of all events of default that may have occurred, perform such duties and only such duties as are specifically set forth in this Trust Agreement and no implied duties or obligations shall be read into this Trust Agreement. The Trustee shall, during the existence of any event of default (that has not been cured), exercise such of the rights and powers vested in it by this Trust Agreement, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

Section 6.02. Liability of Trustee. The recitals of facts, agreements and covenants herein and in the Bonds shall be taken as recitals of facts, agreements and covenants of the City, and the Trustee assumes no responsibility for the correctness of the same or makes any representation as to the sufficiency or validity hereof or of the Bonds, or shall incur any responsibility in respect thereof other than in connection with the rights or obligations assigned to or imposed upon it herein, in the Bonds or in law or equity. The Trustee shall not be bound to recognize any person as the Owner of a Bond unless and until such Bond is submitted for inspection, if required, and such Owner's title thereto satisfactorily established, if disputed.

The Trustee shall not be liable in connection with the performance of its duties hereunder except for its own negligence or willful misconduct. The Trustee shall not be liable for any error of judgment made in good faith by a responsible officer, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts.

The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of not less than a majority in Aggregate Principal Amount of the Bonds at the time Outstanding, relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Trust Agreement.

The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Trust Agreement at the request, order or direction of any of the Owners pursuant to the provisions of this Trust Agreement unless such Owners shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities that may be incurred therein or thereby. The Trustee has no obligation or liability to the Owners for the payment of interest on, principal of or redemption premium, if any, with respect to the Bonds from its own funds; but rather the Trustee's obligations shall be limited to the performance of its duties hereunder.

The Trustee shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions, covenants or agreements herein or of any of the documents executed in connection with the Bonds, or as to the existence of a default or event of default thereunder. The Trustee shall not be responsible for the validity or effectiveness of any collateral given to or held by it.

The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through attorneys-in-fact, agents or receivers, shall not be answerable for the negligence or misconduct or any such attorney-in-fact, agent or receiver appointed by it in accordance with the standards specified above. The Trustee shall be entitled to advice of counsel and other professionals concerning all matters of trust and its duty hereunder, but the Trustee shall not be answerable for the professional malpractice of any attorney or certified public accountant in connection with the rendering of his professional advice in accordance with the terms of this Trust Agreement, if such attorney or certified public accountant was selected by the Trustee with due care.

Whether or not therein expressly so provided, every provision of this Trust Agreement, or related documents relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Article.

The Trustee shall be protected in acting upon any notice, resolution, requisition, request (including any Written Request of the City), consent, order, certificate, report, opinion, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee may consult with counsel, who may be counsel of or to the City, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

No provision of this Trust Agreement shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance or exercise of any of its duties hereunder, or in the exercise of its rights or powers.

The Trustee shall have no responsibility, opinion, or liability with respect to any information, statement or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of the Bonds.

All immunities, indemnifications and releases from liability granted herein to the Trustee shall extend to the directors, employees, officers and agents thereof.

Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided that such company shall meet the requirements set forth in Section 6.01, shall be the successor to the Trustee hereunder and vested with all of the title to the trust estate and all of the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor hereunder, without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

The Trustee shall not be deemed to have knowledge of any Event of Default unless and until it shall have actual knowledge thereof by receipt of written notice thereof at its Corporate Trust Office.

The permissive right of the Trustee to do things enumerated in this Trust Agreement shall not be construed as a duty and it shall not be answerable for other than its negligence or willful misconduct.

Section 6.03. Compensation and Indemnification of Trustee. The City covenants to pay to the Trustee from time to time, and the Trustee shall be entitled to, reasonable compensation for all services rendered by it in the exercise and performance of any of the powers and duties hereunder of the Trustee, and the City will pay or reimburse the Trustee upon its request for all expenses, disbursements and advances incurred or made by the Trustee in accordance with any of the provisions of this Trust Agreement (including the reasonable compensation and the expenses and disbursements of its counsel and of all persons not regularly in its employ) except any such expense, disbursement or advance as may arise from its negligence, default or willful misconduct, including the negligence or willful misconduct of any of its officers, directors, agents or employees. The City, to the extent permitted by law, shall indemnify, defend and hold harmless the Trustee against any loss, damages, liability or expense including legal fees and expenses incurred without negligence, willful misconduct or bad faith on the part of the Trustee, (i) arising out of or in connection with the acceptance or administration of the trusts created hereby or the exercise or performance of any of its powers or duties hereunder, and (ii) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading in any official statement or other offering circular utilized in connection with the sale of the Bonds, including costs and expenses (including attorneys' fees) of defending itself against any claim or liability in connection with the exercise or performance of any of its powers hereunder. The rights of the Trustee and the obligations of the City under this Section shall survive the discharge of the Bonds and this Trust Agreement and the resignation or removal of the Trustee.

ARTICLE VII

AMENDMENT OF THE TRUST AGREEMENT; SUPPLEMENTAL TRUST AGREEMENT

Section 7.01. Amendment of the Trust Agreement.

(a) This Trust Agreement and the rights and obligations of the City and of the Owners may be amended at any time by a Supplemental Trust Agreement which shall become binding when the written consents of the Owners of a majority in Aggregate Principal Amount of the Bonds then Outstanding, exclusive of Bonds disqualified as provided in Section 7.02, are filed with the Trustee. No such amendment shall (1) extend the maturity of or reduce the interest rate on or amount of interest on or principal of or redemption premium, if any, or extend the time of payment on any Bond without the express written consent of the Owner of such Bond, or (2) reduce the percentage of Bonds required for the written consent to any such amendment.

(b) This Trust Agreement and the rights and obligations of the City and of the Owners may also be amended at any time by a Supplemental Trust Agreement which shall become binding upon adoption without the consent of, or notice to, any of the Owners for any one or more of the following purposes:

(i) to add to the agreements and covenants required herein to be performed by the City other agreements and covenants thereafter to be performed by the City, to pledge or assign additional security for the Bonds (or any portion thereof), or to surrender any right or power reserved herein to or conferred herein on the City;

(ii) to make such provisions for the purpose of curing any ambiguity or of correcting, curing or supplementing any defective provision contained herein and in any Supplemental Trust Agreement or in regard to questions arising hereunder which the City may deem desirable or necessary and not inconsistent herewith;

(iii) to provide for the issuance of any Additional Bonds and to provide the terms of such Additional Bonds, subject to the conditions and upon compliance with the procedure set forth in Article III (which shall be deemed not to adversely affect Owners);

(iv) to modify, amend or add to the provisions herein or in any Supplemental Trust Agreement to permit the qualification thereof under the Trust Indenture Act of 1939, as amended, or any similar federal statutes hereafter in effect, and to add such other terms, conditions and provisions as may be permitted by such statute or similar statute; or

(v) to modify, amend or supplement this Trust Agreement and any Supplemental Trust Agreement in any manner that does not materially adversely affect the interest of Owners of Bonds.

The Trustee may in its discretion, but shall not be obligated to, enter into any such Supplemental Trust Agreement authorized by subsections (a) or (b) of this Section which materially adversely affects the Trustee's own rights, duties or immunities under this Trust Agreement or otherwise.

Section 7.02. Disqualified Bonds. Bonds owned or held by or for the account of the City shall not be deemed Outstanding for the purpose of any consent or other action or any calculation of Outstanding Bonds provided in this article, and shall not be entitled to consent to or take any other action provided in this article. Upon request of the Trustee, the City shall specify in a certificate to the Trustee those Bonds disqualified pursuant to this Section and the Trustee may conclusively rely on such certificate.

Section 7.03. Endorsement or Replacement of Bonds After Amendment. After the effective date of any action taken as hereinabove provided, the City may determine that the Bonds may bear a notation by endorsement in form approved by the City as to such action, and in that case upon demand of the Owner of any Outstanding Bonds and presentation of his Bond for such purpose at the office of the Trustee a suitable notation as to such action shall be made on such Bond. If the City shall so determine, new Bonds so modified as, in the opinion of the City, shall be necessary to conform to such action shall be prepared and executed, and in that case upon demand of the Owner of any Outstanding Bond a new Bond or Bonds shall be exchanged

at the office of the Trustee without cost to each Owner for its Bond or Bonds then Outstanding upon surrender of such Outstanding Bonds.

Section 7.04. Amendment by Mutual Consent. The provisions of this article shall not prevent any Owner from accepting any amendment as to the particular Bonds held by him, provided that due notation thereof is made on such Bonds.

Section 7.05. Attorney's Opinion Regarding Supplemental Agreements. The Trustee may obtain an Opinion of Counsel that any amendments or supplements to this Trust Agreement comply with the provisions of this Article VII and the Trustee may conclusively rely upon such opinion.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES OF OWNERS

Section 8.01. Events of Default. If one or more of the following events (herein called "events of default") shall happen, that is to say:

(a) if default shall be made by the City in the due and punctual payment of the interest on any Bond when and as the same shall become due and payable;

(b) if default shall be made by the City in the due and punctual payment of the principal of or redemption premium, if any, on any Bond when and as the same shall become due and payable, whether at maturity as therein expressed or by proceedings for redemption;

(c) if default shall be made by the City in the performance of any of the agreements or covenants required herein to be performed by the City, and such default shall have continued for a period of 30 days after the City shall have been given notice in writing of such default by the Trustee or the Owners of not less than 25% in Aggregate Principal Amount of the Bonds at the time Outstanding, specifying such default and requiring the same to be remedied, provided, however, if the default stated in the notice can be corrected, but not within the applicable period, the Trustee and such Owners shall not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the City within the applicable period and diligently pursued until the default is corrected; or

(d) if the City shall file a petition or answer seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if a court of competent jurisdiction shall approve a petition filed with or without the consent of the City seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if under the provisions of any other law for the relief or aid of debtors any court of competent jurisdiction shall assume custody or control of the City or of the whole or any substantial part of its property.

Section 8.02. Remedies Upon an Event of Default. Upon the occurrence and continuance of any event of default, the Trustee may, and upon the written request of Owners of

not less than 51% of the Aggregate Principal Amount of Bonds then Outstanding, and upon being indemnified to its satisfaction, shall:

(a) by mandamus, suit, action or proceeding, compel the City and its members, officers, agents or employees to perform each and every term, provision and covenant contained in this Trust Agreement and the Bonds, and may require the carrying out of any or all such covenants and agreements of the City and the fulfillment of all duties imposed upon it by this Trust Agreement and by the Retirement Law.

(b) bring suit upon the defaulted Bonds.

(c) by suit, action or proceeding in equity, enjoin any acts or things which are unlawful, or the violation of any of the Owners' rights.

(d) by suit, action or proceeding in any court of competent jurisdiction, require the City and its members and employees to account as if it and they were the trustees of an express trust.

THE TRUSTEE SHALL HAVE NO RIGHT TO DECLARE THE PRINCIPAL OF OR INTEREST ON THE BONDS TO BE DUE AND PAYABLE IMMEDIATELY.

Section 8.03. Application of Revenues and Other Funds After Default. If an event of default shall occur and be continuing, all amounts then held or thereafter received by the Trustee under any of the provisions of this Trust Agreement shall be applied by the Trustee as follows and in the following order:

(a) To the payment of any fees and expenses necessary in the opinion of the Trustee to protect the interests of the Owners of the Bonds and to the payment of the reasonable charges and expenses of the Trustee (including reasonable fees and disbursements of its counsel, agents and advisors) incurred in and about the performance of its powers and duties under this Trust Agreement;

(b) To the payment of the principal and interest then due with respect to the Bonds (upon presentation of the Bonds to be paid, and stamping thereon of the payment if only partially paid, or surrender thereof if fully paid) subject to the provisions of this Trust Agreement, as follows:

First: To the payment to the Persons entitled thereto of all installments of interest then due in the order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the Persons entitled thereto, without any discrimination or preference; and

Second: To the payment to the Persons entitled thereto of the unpaid principal of any Bonds which shall have become due, whether at maturity or by call for redemption, with interest on the overdue principal at the rate borne by the respective Bonds on the date of maturity or redemption and, if the amount available shall not be sufficient to pay in full all the Bonds, together with such interest, then to the payment thereof ratably, according to the amounts of

principal due on such date to the Persons entitled thereto, without any discrimination or preference.

Section 8.04. Non-Waiver. Nothing in this Article or in any other provision hereof or in the Bonds shall affect or impair the obligation of the City, which is absolute and unconditional, to pay the interest on and principal of and redemption premiums, if any, on the Bonds to the respective Owners of the Bonds at the respective dates of maturity or upon prior redemption as provided herein, or shall affect or impair the right of such Owners, which is also absolute and unconditional, to institute suit to enforce such payment by virtue of the contract embodied herein and in the Bonds. A waiver of any default or breach of duty or contract by the Trustee or any Owner shall not affect any subsequent default or breach of duty or contract or impair any rights or remedies on any such subsequent default or breach of duty or contract. No delay or omission by the Trustee or any Owner to exercise any right or remedy accruing upon any default or breach of duty or contract shall impair any such right or remedy or shall be construed to be a waiver of any such default or breach of duty or contract or an acquiescence therein, and every right or remedy conferred upon the Owners by the Act or by this Article may be enforced and exercised from time to time and as often as shall be deemed expedient by the Trustee or the Owners. If any action, proceeding or suit to enforce any right or exercise any remedy is abandoned, the City, the Trustee and any Owner shall be restored to their former positions, rights and remedies as if such action, proceeding or suit had not been brought or taken.

Section 8.05. Actions by Trustee as Attorney-in-Fact. Any action, proceeding or suit which any Owner shall have the right to bring to enforce any right or remedy hereunder may be brought by the Trustee for the equal benefit and protection of all Owners, whether or not the Trustee is an Owner, and the Trustee is hereby appointed (and the successive Owners, by taking and holding the Bonds issued hereunder, shall be conclusively deemed to have so appointed it) the true and lawful attorney-in-fact of the Owners for the purpose of bringing any such action, proceeding or suit and for the purpose of doing and performing any and all acts and things for and on behalf of the Owners as a class or classes as may be advisable or necessary in the opinion of the Trustee as such attorney-in-fact.

Section 8.06. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Owners is intended to be exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise and may be exercised without exhausting and without regard to any other remedy conferred by the Act or any other law.

Section 8.07. Limitation on Owners' Right to Sue. No Owner of any Bond issued hereunder shall have the right to institute any suit, action or proceeding at law or equity, for any remedy under or upon this Trust Agreement, unless (a) such Owner shall have previously given to the Trustee written notice of the occurrence of an event of default as defined in Section 8.01 hereunder; (b) the Owners of at least a majority in Aggregate Principal Amount of all the Bonds then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such suit, action or proceeding in its own name; (c) said Owners shall have tendered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities to be incurred in compliance with such request; and (d) the Trustee shall have refused or omitted to comply with such request for a period of sixty (60) days after such

request shall have been received by, and said tender of indemnity shall have been made to, the Trustee. Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any owner of Bonds of any remedy hereunder; it being understood and intended that no one or more owners of Bonds shall have any right in any manner whatever by his or their action to enforce any right under this Trust Agreement, except in the manner herein provided, and that all proceedings at law or in equity to enforce any provision of this Trust Agreement shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Owners of the Outstanding Bonds.

Section 8.08. Absolute Obligation of City. Nothing in this Section or in any other provision of this Trust Agreement or in the Bonds contained shall affect or impair the obligation of the City, which is absolute and unconditional, to pay the principal of, premium, if any and interest on the Bonds to the respective Owners of the Bonds at their respective due dates as herein provided.

ARTICLE IX

DEFEASANCE

Section 9.01. Discharge of Bonds.

(a) If the City shall pay or cause to be paid or there shall otherwise be paid to the Owners of all Outstanding Bonds the interest thereon and the principal thereof and the redemption premiums, if any, thereon at the times and in the manner stipulated herein and therein, and shall pay or provide for the payment of all fees and expenses of the Trustee, then all agreements, covenants and other obligations of the City to the Owners of such Bonds hereunder shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the City all such instruments as may be necessary or desirable to evidence such discharge and satisfaction, the Trustee shall pay over or deliver to the City all money or securities held by it pursuant hereto which are not required for the payment of the interest on, principal of, and redemption premium (if any) on, such Bonds.

(b) Any Outstanding Bonds shall prior to the maturity date or redemption date thereof be deemed to have been paid within the meaning of and with the effect expressed in subsection (a) of this section if (1) in case any of such Bonds are to be redeemed on any date prior to their maturity date, the City shall have given to the Trustee in form satisfactory to it irrevocable instructions to provide notice in accordance with Section 2.03, (2) there shall have been deposited with the Trustee either (A) money in an amount which shall be sufficient or (B) Defeasance Securities which are not subject to redemption prior to maturity (including any such Defeasance Securities issued or held in book-entry form on the books of the City or the Treasury of the United States of America), the interest on and principal of which when paid will provide money which, together with the money, if any, deposited with the Trustee at the same time, shall be sufficient, in the opinion of an Independent Certified Public Accountant, to pay when due the interest to become due on such Bonds on and prior to the maturity date or redemption date thereof, as the case may be, and the principal of and redemption premiums, if any, on such Bonds, and (3) in the event such Bonds are not by their terms subject to redemption within the next succeeding 60 days, the City shall have given the Trustee in form satisfactory to it

irrevocable instructions to mail as soon as practicable, a notice to the Owners of such Bonds that the deposit required by clause (2) above has been made with the Trustee and that such Bonds are deemed to have been paid in accordance with this section and stating the maturity date or redemption date upon which money is to be available for the payment of the principal of and redemption premiums, if any, on such Bonds.

Section 9.02. Unclaimed Money. Anything contained herein to the contrary notwithstanding, any money held by the Trustee in trust for the payment and discharge of any of the Bonds or interest thereon which remains unclaimed for two (2) years after the date when such Bonds or interest thereon have become due and payable, either at their stated maturity dates or by call for redemption prior to maturity, if such money was held by the Trustee at such date, or for two (2) years after the date of deposit of such money if deposited with the Trustee after the date when such Bonds have become due and payable, shall be repaid by the Trustee to the City as its absolute property free from trust, and the Trustee shall thereupon be released and discharged with respect thereto and the Owners shall not look to the Trustee for the payment of such Bonds.

ARTICLE X

MISCELLANEOUS

Section 10.01. Benefits of this Trust Agreement Limited to Parties. Nothing contained herein, expressed or implied, is intended to give to any person other than the City, the Trustee and the Owners any right, remedy or claim under or by reason hereof. Any agreement or covenant required herein to be performed by or on behalf of the City or any member, officer or employee thereof shall be for the sole and exclusive benefit of the Trustee and the Owners.

Section 10.02. Successor Is Deemed Included in All References to Predecessor. Whenever herein either the City or any member, officer or employee thereof or the Trustee is named or referred to, such reference shall be deemed to include the successor or assigns thereof, and all agreements and covenants required hereby to be performed by or on behalf of the City or the Trustee, or any member, officer or employee thereof, shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

Section 10.03. Execution of Documents by Owners. Any declaration, request or other instrument which is permitted or required herein to be executed by Owners may be in one or more instruments of similar tenor and may be executed by Owners in person or by their attorneys appointed in writing. The fact and date of the execution by any Owner or his attorney of any declaration, request or other instrument or of any writing appointing such attorney may be proved by the certificate of any notary public or other officer authorized to make acknowledgments of deeds to be recorded in the state or territory in which he purports to act that the person signing such declaration, request or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution duly sworn to before such notary public or other officer. The ownership of any Bonds and the amount, maturity, number and date of holding the same may be proved by the registration books relating to the Bonds at the office of the Trustee. Any declaration, request, consent or other instrument or writing of the

Owner of any Bond shall bind all future Owners of such Bond with respect to anything done or suffered to be done by the Trustee or the City in good faith and in accordance therewith.

Section 10.04. Waiver of Personal Liability. No member, officer or employee of the City shall be individually or personally liable for the payment of the interest on or principal of or redemption premiums, if any, on the Bonds by reason of their issuance, but nothing herein contained shall relieve any such member, officer or employee from the performance of any official duty provided by the Act or any other applicable provisions of law or hereby.

Section 10.05. Acquisition of Bonds by City. All Bonds acquired by the City, whether by purchase or gift or otherwise, shall be surrendered to the Trustee for cancellation.

Section 10.06. Destruction of Cancelled Bonds. Whenever provision is made for the return to the City of any Bonds which have been cancelled pursuant to the provisions hereof, the Trustee shall destroy such Bonds and furnish to the City a certificate of such destruction.

Section 10.07. Content of Certificates. Every Certificate of the City with respect to compliance with any agreement, condition, covenant or provision provided herein shall include (a) a statement that the person or persons making or giving such certificate have read such agreement, condition, covenant or provision and the definitions herein relating thereto; (b) a brief statement as to the nature and scope of the examination or investigation upon which the statements contained in such certificate are based; (c) a statement that, in the opinion of the signers, they have made or caused to be made such examination or investigation as is necessary to enable them to express an informed opinion as to whether or not such agreement, condition, covenant or provision has been complied with; and (d) a statement as to whether, in the opinion of the signers, such agreement, condition, covenant or provision has been complied with. Any Certificate of the City may be based, insofar as it relates to legal matters, upon an Opinion of Counsel unless the person making or giving such certificate knows that the Opinion of Counsel with respect to the matters upon which his certificate may be based, as aforesaid, is erroneous, or in the exercise of reasonable care should have known that the same was erroneous. Any Opinion of Counsel may be based, insofar as it relates to factual matters information with respect to which is in the possession of the City, upon a representation by an officer or officers of the City unless the counsel executing such Opinion of Counsel knows that the representation with respect to the matters upon which his opinion may be based, as aforesaid, is erroneous, or in the exercise of reasonable care should have known that the same was erroneous.

Section 10.08. Accounts and Funds; Business Days. Any account or fund required herein to be established and maintained by the Trustee may be established and maintained in the accounting records of the Trustee either as an account or a fund, and may, for the purposes of such accounting records, any audits thereof and any reports or statements with respect thereto, be treated either as an account or a fund; but all such records with respect to all such accounts and funds shall at all times be maintained in accordance with sound bond trustee accounting practice and with due regard for the protection of the security of the Bonds and the rights of the Owners. Any action required to occur hereunder on a day which is not a Business Day shall be required to occur on the next succeeding Business Day.

Section 10.09. Notices. All written notices to be given hereunder shall be given by mail to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other party in writing from time to time, namely:

If to the City: City of Selma
 1710 Tucker Street
 Selma, CA 93662
 Attention: City Manager
 Telephone: 559-891-2200
 E-mail: FernandoS@CityofSelma.com

If to the Trustee: [TRUSTEE]

 Attention: Corporate Trust
 Telephone:
 E-mail:

Section 10.10. Article and Section Headings and References. The headings or titles of the several articles and sections hereof and the table of contents appended hereto shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof. All references herein to “Articles,” “Sections” and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof; and the words “hereby,” “herein,” “hereof,” “hereto,” “herewith,” “hereunder” and other words of similar import refer to this Trust Agreement as a whole and not to any particular article, section, subdivision or clause hereof.

Section 10.11. Partial Invalidity. If any one or more of the agreements or covenants or portions thereof required hereby to be performed by or on the part of the City or the Trustee shall be contrary to law, then such agreement or agreements, such covenant or covenants or such portions thereof shall be null and void and shall be deemed separable from the remaining agreements and covenants or portions thereof and shall in no way affect the validity hereof or of the Bonds, and the Owners shall retain all the benefit, protection and security afforded to them under the Act or any other applicable provisions of law. The City and the Trustee hereby declare that they would have executed and delivered this Trust Agreement and each and every other article, section, paragraph, subdivision, sentence, clause and phrase hereof and would have authorized the issuance of the Bonds pursuant hereto irrespective of the fact that any one or more articles, sections, paragraphs, subdivisions, sentences, clauses or phrases hereof or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

Section 10.12. Execution in Several Counterparts. This Trust Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the City and the Trustee shall preserve undestroyed, shall together constitute but one and the same instrument.

Section 10.13. Governing Law. This Trust Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 10.14. CUSIP Numbers. Neither the Trustee nor the City shall be liable for any defect or inaccuracy in the CUSIP number that appears on any Bond or in any redemption notice. The Trustee may, in its discretion, include in any redemption notice a statement to the effect that the CUSIP numbers on the Bonds have been assigned by an independent service and are included in such notice solely for the convenience of the Owners and that neither City nor the Trustee shall be liable for any inaccuracies in such numbers.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the CITY OF SELMA has caused this Trust Agreement to be signed in its name by the Authorized Representative and [TRUSTEE], in acceptance of the trusts created hereunder, has caused this Trust Agreement to be signed by the officer thereunder duly authorized, all as of the day and year first above written.

CITY OF SELMA

By: _____
City Manager

[TRUSTEE], as Trustee

By: _____
Authorized Officer

EXHIBIT A

FORM OF SERIES 2022 BOND

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE CITY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY AND ANY PAYMENT IS MADE TO CEDE & CO., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

**CITY OF SELMA
TAXABLE PENSION OBLIGATION BONDS
SERIES 2022**

No. R- _____ \$ _____

Interest Rate	Maturity Date	Original Issue Date	<u>CUSIP</u>
------------------	------------------	------------------------	--------------

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM: _____ DOLLARS

The CITY OF SELMA, duly organized and validly existing under and pursuant to the Constitution and laws of the State of California (the "City"), for value received hereby, promises to pay to the registered owner identified above or registered assigns, on the maturity date specified above (subject to any right of prior redemption hereinafter provided for) the principal sum specified above, together with interest on such principal sum from the Interest Payment Date (as hereinafter defined) next preceding the date of authentication of this Series 2022 Bond (unless this Series 2022 Bond is authenticated as of an Interest Payment Date or following the close of business on the fifteenth day of the month preceding an Interest Payment Date (the "Record Date") to such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or unless this Series 2022 Bond is authenticated prior to the Record Date for the first Interest Payment Date, in which event it shall bear interest from the original issue date specified above) until the principal hereof shall have been paid at the interest rate per annum specified above, payable on _____ 1, 20__, and semiannually thereafter on each [February 1 and August 1] (each an "Interest Payment Date").

Interest due on or before the maturity or prior redemption of this Series 2022 Bond shall be payable only by check mailed on the Interest Payment Date by first-class mail to the registered owner hereof; provided that upon the written request of a registered owner of \$1,000,000 or more in aggregate principal amount of Series 2022 Bonds received by the Trustee (as hereinafter defined) prior to the applicable record date, interest shall be paid by wire transfer in immediately available funds. The principal hereof is payable in lawful money of the United States of America at the Corporate Trust Office of the Trustee.

This Series 2022 Bond is one of a duly authorized issue of bonds of the City designated as its "Taxable Pension Obligation Bonds, Series 2022" (the "Series 2022 Bonds") in aggregate principal amount of \$[Par Amount].00, all of like tenor and date (except for variations relating to numbers, maturities and interest rates), and is issued under and pursuant to the provisions of Articles 10 and 11 (commencing with Section 53570) of Chapter 3 of Division 2 of Title 5 of the Government Code of the State of California and all laws amendatory thereof or supplemental thereto (the "Act"), the authorization provided under Resolution No. ____, adopted by the City Council of the City on ____, 2022, and under and pursuant to the provisions of a trust agreement, dated as of [As of Date] (the "Trust Agreement"), between the City and [TRUSTEE], as trustee (the "Trustee") (copies of which are on file at the Corporate Trust Office of the Trustee).

Under the Trust Agreement, Additional Bonds and other obligations may be issued on a parity with the Series 2022 Bonds, but subject to the conditions and upon compliance with the procedures set forth in the Trust Agreement. The Series 2022 Bonds and any bonds or other obligations issued on a parity with the Series 2022 Bonds are obligations imposed by law payable from funds to be appropriated by the City pursuant to the Public Employees' Retirement Law, commencing with Section 20000 of the Government Code of the State of California, as amended (the "Retirement Law"). Reference is hereby made to the Act and to the Trust Agreement and any and all amendments thereof and supplements thereto for a description of the terms on which the Series 2022 Bonds are issued, the rights of the registered owners of the Series 2022 Bonds, security for payment of the Series 2022 Bonds, remedies upon default and limitations thereon, and amendment of the Trust Agreement (with or without consent of the registered owners of the Series 2022 Bonds); and all the terms of the Trust Agreement are hereby incorporated herein and constitute a contract between the City and the registered owner of this Series 2022 Bond, to all the provisions of which the registered owner of this Series 2022 Bond, by acceptance hereof, agrees and consents.

The Series 2022 Bonds are subject to redemption as provided in the Trust Agreement.

THE OBLIGATIONS OF THE CITY OF SELMA HEREUNDER, INCLUDING THE OBLIGATION TO MAKE ALL PAYMENTS OF INTEREST AND PRINCIPAL WHEN DUE, ARE OBLIGATIONS OF THE CITY OF SELMA IMPOSED BY LAW AND ARE ABSOLUTE AND UNCONDITIONAL, WITHOUT ANY RIGHT OF SET-OFF OR COUNTER CLAIM. NEITHER THE SERIES 2022 BONDS NOR THE OBLIGATION OF THE CITY OF SELMA TO MAKE PAYMENTS ON THE SERIES 2022 BONDS CONSTITUTE AN INDEBTEDNESS OF THE CITY OF SELMA, THE STATE OF CALIFORNIA, OR ANY OF ITS POLITICAL SUBDIVISIONS WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION.

This Series 2022 Bond is transferable only on a register to be kept for that purpose at the above- mentioned office of the Trustee by the registered owner hereof in person or by his duly authorized attorney upon payment of the charges provided in the Trust Agreement and upon surrender of this Series 2022 Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or his duly authorized attorney, and thereupon a new fully registered Series 2022 Bond or Series 2022 Bonds in the same aggregate principal amount of authorized denominations will be issued to the transferee in exchange therefor. The City and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of the interest hereon and principal hereof and for all other purposes, whether or not this Series 2022 Bond shall be overdue, and neither the City nor the Trustee shall be affected by any notice or knowledge to the contrary; and payment of the interest on and principal of this Series 2022 Bond shall be made only to such registered owner, which payments shall be valid and effectual to satisfy and discharge liability on this Series 2022 Bond to the extent of the sum or sums so paid.

This Series 2022 Bond shall not be entitled to any benefit, protection or security under the Trust Agreement or become valid or obligatory for any purpose until the certificate of authentication hereon endorsed shall have been manually executed and dated by the Trustee.

It is hereby certified that all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of this Series 2022 Bond do exist, have happened and have been performed in due time, form and manner as required by law and that the amount of this Series 2022 Bond, together with all other indebtedness of the City, does not exceed any limit prescribed by the Constitution or laws of the State of California and is not in excess of the amount of Series 2022 Bonds permitted to be issued under the Trust Agreement.

IN WITNESS WHEREOF, the City of Selma has caused this Series 2022 Bond to be executed in its name and on its behalf by the signature of the Mayor and to be countersigned by the signature of the City Clerk of the City of Selma, and has caused this Series 2022 Bond to be dated as of the original issue date specified above.

CITY OF SELMA

By _____
Mayor

Countersigned

City Clerk

[FORM OF CERTIFICATE OF AUTHENTICATION]

This is one of the Series 2022 Bonds described in the within-mentioned Trust Agreement which has been authenticated on _____, 20__.

[TRUSTEE], as Trustee

By _____
Authorized Officer

[FORM OF ASSIGNMENT]

For value received the undersigned hereby sells, assigns and transfers unto _____ (Taxpayer Identification Number: _____) the within Series 2022 Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:

Note: The signature to this Assignment must correspond with the name as written on the face of the Series 2022 Bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed: _____

Notice: Signature must be guaranteed by an eligible guarantor institution.

EXHIBIT C

SB 450 GOOD FAITH ESTIMATES

The good faith estimates set forth herein are provided with respect to the Bonds in accordance with California Government Code Section 5852.1. Such good faith estimates have been provided to the City by NHA Advisors, LLC, the City's Municipal Advisor (the "Municipal Advisor").

Principal Amount. The Municipal Advisor has informed the City that, based on the City's financing plan and current market conditions, its good faith estimate of the aggregate principal amount of the Bonds to be sold is \$13,325,000.00 (the "Estimated Principal Amounts").

True Interest Cost of the Bonds. The Municipal Advisor has informed the City that, assuming that the respective Estimated Principal Amounts of the Bonds are sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the true interest cost of the Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Bonds, is 3.3155523%.

Finance Charge of the Bonds. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amounts of the Bonds are sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the finance charge for the Bonds, which means the sum of all fees and charges paid to third parties (or costs associated with the Bonds), is \$279,950.00.

Amount of Proceeds to be Received. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amounts of the Bonds are sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the amount of proceeds expected to be received by the City for sale of the Bonds, less the finance charge of the Bonds, as estimated above, and any capitalized interest on the Bonds paid or funded with proceeds of the Bonds, is \$13,045,050.00.

Total Payment Amount. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amounts of the Bonds are sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the total payment amount, which means the sum total of all payments the City will make to pay debt service on the Bonds, plus the finance charge for the Bonds, as described above, not paid with the respective proceeds of the Bonds, calculated to the final maturity of the Bonds, is \$18,235,358.50.

The foregoing estimates constitute good faith estimates only and are based on market conditions prevailing at the time of preparation of such estimates on January 12, 2022. The actual principal amount of the Bonds issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual date of the sale of the Bonds being different than the date assumed for purposes of such estimates, (b) the actual principal amount of Bonds sold being different from the respective Estimated Principal Amounts, (c) the actual amortization of the Bonds being different than the amortization assumed for purposes of such estimates, (d) the actual market interest rates at the time of sale of the Bonds being different than those estimated for purposes of such estimates, (e) other market conditions, or (f) alterations in the City's financing plan, or a

combination of such factors. The actual date of sale of the Bonds and the actual principal amount of Bonds sold will be determined by the City based on various factors. The actual interest rates borne by the Bonds will depend on market interest rates at the time of sale thereof. The actual amortization of the Bonds will also depend, in part, on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the City.



January 10, 2022

Norton Rose Fulbright US LLP
555 South Flower Street
Forty-First Floor
Los Angeles, California 90071

Mr. Fernando Santillan
City Manager
City of Selma
1710 Tucker Street
Selma, California

Direct line +1 213 892 9317
russ.trice@nortonrosefulbright.com

Tel +1 213 892 9200
nortonrosefulbright.com

Dear Mr. Santillan:

Terms of Engagement

This Letter of Engagement and the attached Norton Rose Fulbright Standard Terms of Engagement ("Standard Terms") is effective as of December 2, 2021 and sets out the terms that govern the relationship between the City of Selma (the "City," the "Client" or "you") and Norton Rose Fulbright US LLP with respect to our services as bond and disclosure counsel in connection with the City's potential issuance of pension obligation bonds (the "Matter").

Norton Rose Fulbright US LLP has made no promises or guarantees to you about the outcome of the representation, the validation or the Matter, and nothing in these terms of engagement shall be construed as such a promise or guarantee. Any expressions on our part concerning the outcome of the Matter, or any other legal matters, are based on our professional judgment and are not guarantees. Such expressions, even when described as opinions, are necessarily limited by our knowledge of the facts and are based on our views of the state of the law at the time they are expressed.

We recognize our obligation to preserve the confidentiality of attorney-client communications as well as client confidences, as required by the governing rules of professional responsibility. If the Matter involves transactions, litigation or administrative proceedings or like proceedings in which we appear as counsel of record for you in publicly available records, we reserve the right to inform others of the fact of our representation of you in the Matter and (if likewise reflected of record in publicly available records) the results obtained, unless you specifically direct otherwise.

Client

We have been engaged by the City. Unless we agree otherwise in writing, and subject to satisfactory conflict clearances, we are not representing any other related entities or individuals. It is understood and agreed that our engagement is limited to the representation in connection with the Matter. We are not being retained as general counsel, and our acceptance of this engagement does not imply any undertaking to provide legal services other than those set forth in this letter.

Norton Rose Fulbright US LLP is a limited liability partnership registered under the laws of Texas.

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Norton Rose Fulbright US LLP, Norton Rose Fulbright LLP, Norton Rose Fulbright Australia, Norton Rose Fulbright Canada LLP and Norton Rose Fulbright South Africa Inc are separate legal entities and all of them are members of Norton Rose Fulbright Verein, a Swiss verein. Norton Rose Fulbright Verein helps coordinate the activities of the members but does not itself provide legal services to clients. Details of each entity, with certain regulatory information, are available at nortonrosefulbright.com

January 10, 2022
Page 2

Our Personnel Who Will Be Working on the Matter

Robin Ball, Mauricio Salazar, Melanie King and I will be primarily working on the Matter, and you may call, write, or e-mail any of us whenever you have any questions about the representation. Other firm personnel, including firm lawyers and paralegals, will participate in the representation if, in our judgment, their participation is necessary or appropriate.

Our Legal Fees and Other Charges

We will charge a fixed fee of \$43,000 for bond counsel services, \$35,000 for disclosure counsel services in connection with the authorization, sale, issuance and delivery of the revenue bonds relating to the Matter. All of the foregoing fees and expenses are contingent on the issuance and delivery of the revenue bonds.

In addition, we would charge a flat and fixed fee of \$5,000 for the first phase of the validation process, not to exceed 45 days from commencement of our engagement. The first phase would consist of the preparation and filing of the complaint and associated papers, preparation of the application of publication of summons and the publication of notice of the action and advice with respect to the foregoing. After the first phase, we would thereafter charge our actual time at a blended hourly rate of \$685 for all litigation and bond attorneys for the remainder of the court validation process. All fees and expenses of the validation will be invoiced to the City on a non-contingent basis. However, if pension obligation bonds are issued and delivered we will carry such fees and expenses until they may be paid from bond proceeds. We will cap the validation fees at \$18,000.

Additional Services. These foregoing fees and expenses pertain to the ordinary and customary services for municipal public finance matters of the type proposed. They do not include Additional Services. "Additional Services" would include, but are not limited to services performed which are occasioned by non-validation related litigation, regulatory investigations, audits or other similar matters, and would typically be billed at our then current full hourly rates. No "Additional Services" will be undertaken without the written direction of the City. These fees and expenses are payable monthly upon invoice, absent a different arrangement with the City.

Conflicts of Interest

Before accepting the representation, we have undertaken reasonable and customary efforts to determine whether there are any potential conflicts of interest that would bar our firm from representing the City in the Matter. We reviewed that issue in accordance with the rules of professional responsibility adopted in the State of California. We believe that those rules, rather than the rules of any other jurisdiction, are applicable to the representation; and the execution and return of the enclosed copy of this letter by you represents an express agreement to the applicability of those rules by the City.

The City should be aware that Norton Rose Fulbright may represent or has represented certain municipal advisors/financial advisors, underwriters and others in other municipal bond matters, provided such representations do not violate standards of professional responsibility. We do not believe that the foregoing representations will, nor do we anticipate or have knowledge of any other arrangement or representation, formal or informal, with any other party that potentially could conflict with our obligation to provide independent and unbiased advice and recommendations to the City for the Matter.

In addition to our representation of underwriters, municipal advisors and other companies and individuals, we also regularly represent lawyers and law firms. As a result, opposing counsel in the Matter may be a lawyer or law firm that we may represent now or in the future. Likewise, opposing counsel in the Matter may represent our firm now or in the future. Further, we have professional and personal relationships with many other attorneys, often because of our participation in bar associations and other professional organizations. It is our professional judgment that such relationships with other attorneys do not adversely affect our ability to represent any client. The acceptance of these terms of engagement represents an unqualified consent to any such relationships between our firm and other lawyers or law firms, even counsel who is representing a party that is adverse to you in the Matter that is the subject of this engagement or in some other matter; provided that such relationships are not in conflict with applicable laws and rules or regulations of professional responsibility.

Applicable law; Professional Insurance

The laws of the State of California govern these terms of engagement, and the parties submit to the non-exclusive jurisdiction of the courts of State of California. Each professional is subject to the ethical and professional conduct rules applicable to the jurisdiction in which that lawyer is authorized to practice. We agree that, during the term of this Agreement, we will maintain liability and errors and omissions insurance as required by applicable laws and regulations of professional responsibility.

Conclusion

You can accept this agreement by signing and returning to us the enclosed copy of this letter.

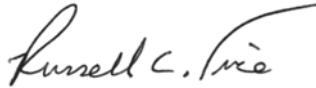
This letter and the attached Standard Terms constitute the entire terms of the engagement of Norton Rose Fulbright US LLP in connection with the Matter. These written terms of engagement are not subject to any oral agreements or understandings, and they can be modified only by further written agreement signed both by you and Norton Rose Fulbright US LLP. Unless expressly stated in these terms of engagement, no obligation or undertaking shall be implied on the part of either you or Norton Rose Fulbright US LLP.

[Signatures on next page.]

January 10, 2022
Page 4

Please contact me with any questions with respect to this proposed engagement.

Very truly yours,



Russell C. Trice, Partner

City of Selma Agrees to and Accepts this
Letter and the Attached Terms of Engagement:

By: _____

Date: _____, 2022

Name: _____

Title: _____

NORTON ROSE FULBRIGHT STANDARD TERMS OF ENGAGEMENT

Norton Rose Fulbright Verein (the **Verein**) is a Swiss verein which does not itself engage in the practice of law or other business. The member firms in the Verein are Norton Rose Fulbright LLP, Norton Rose Fulbright Australia, Norton Rose Fulbright Canada LLP, Norton Rose Fulbright South Africa Inc and Norton Rose Fulbright US LLP (the **Members** or, individually, a **Member**), who, with their subsidiaries or associated entities, engage in a coordinated international legal practice, even though they are separate law firms each of which, absent specific contractual agreement with a client on an individual matter, is solely responsible for its own work and not for the work of any other of them.

Each of the Members is committed to providing its clients with the highest quality legal services and to building a lasting relationship with its clients as a trusted adviser.

To that end, these Standard Terms of Engagement will apply to all engagements between a Member or its subsidiary or associated entity and a client unless otherwise agreed in writing by the client and an authorized representative of such Member, subsidiary or associated entity. These Standard Terms of Engagement are supplemented by additional standard provisions and/or a letter or contract of engagement relevant to the jurisdiction of the Contracting Party (as below defined).

1 Defined Terms

- 1.1 The following documents will constitute the entire agreement relating to the engagement of a Contracting Party by a client: (i) any letter or contract of engagement, (ii) any additional standard provisions referred to above, (iii) these Standard Terms, (iv) any other terms and conditions agreed in writing between the Contracting Party and the client, and (v) any amendments or supplements to any of the foregoing agreed in writing from time to time. In the event of any conflict between the terms of the foregoing, the documents shall be construed in the order of priority in which they are referred to above, but subject to any amendments as referred to in (v).
- 1.2 In the above-mentioned documents:
- (a) Any individual entity that is a Member or subsidiary or associated entity of a Member is referred to as a Norton Rose Fulbright Entity. The Norton Rose Fulbright Entity with which a client engages at any time is referred to as the Contracting Party.
 - (b) We, our and us refer to the Contracting Party together with any other Norton Rose Fulbright Entity to which part or all of your instructions have been referred pursuant to paragraph 2.3 of these Terms; you and your refer to the client (jointly, if more than one, and not individually) with which the Contracting Party engages. Unless otherwise specifically agreed, you and your do not refer to and no attorney/client or solicitor/client relationship will exist as to persons or entities related to the client such as parent companies, subsidiaries, affiliates, employees, officers, directors, shareholders, partners, members, commonly owned corporations or partnerships, or other such persons, entities or affiliates.

2 Your relationship with us

2.1 When you instruct us on an individual matter, we will write to you to set out:

- (a) which Norton Rose Fulbright Entity is the Contracting Party;
- (b) the scope of the work we have agreed to undertake and any assumptions on which it is based;
- (c) who will be the responsible partner or director and other key team members whom we will try not to replace, although unforeseen circumstances may require that;
- (d) the fees and invoicing arrangements;
- (e) any applicable limitation of liability; and
- (f) the governing law applicable to the contractual relationship with you and the choice of jurisdiction for resolving any issues.
- (g) Your contractual relationship for individual matters is between you and the Contracting Party, not any other Norton Rose Fulbright Entity nor any individual. You understand that we do not make any promises or warranties as to the outcome of the representation.
- (h) If, with your agreement, the Contracting Party has referred all or part of your instructions on any individual matter to one or more other Norton Rose Fulbright Entities, legal services provided by other Norton Rose Fulbright Entities will be governed by the terms of our engagement, which will apply as between you and such Norton Rose Fulbright Entity or Entities, to the fullest extent permitted by the laws and professional regulations applicable in the jurisdictions in which such other Norton Rose Fulbright Entity or Entities operate as regards such other Norton Rose Fulbright Entity's or Entities' representation of you, as well as by, if any are issued, additional standard provisions and any letter or contract of engagement relevant to the other Norton Rose Fulbright Entity or Entities.

3 Our fees

- 3.1 Our bills are payable on receipt and in the currency in which they are submitted. If you ask us to provide bills using an e-billing solution you understand that: (i) we will send your information to our and your third party supplier(s) to enable us to comply with your request and the transfer is at your risk; (ii) any costs arising out of use of your third party supplier shall be borne by you; and (iii) our compliance with your request shall not reduce the fee otherwise chargeable by us.
- 3.2 If you are required by law to deduct any amount when paying a bill, you will pay to us an additional amount so as to ensure that we receive a net sum equal to the amount of the bill.
- 3.3 We need to approve in advance any proposal for any part of one of our bills to be paid by a third party. Notwithstanding our approval, you agree that you will remain responsible for paying the whole bill and any interest accrued on it.

- 3.4 Unless otherwise agreed, any other Norton Rose Fulbright Entity or Entities to whom the Contracting Party has referred instructions under paragraph 2.1(h) may provide statements of their fees and charges to the Contracting Party, who will include such fees and charges in its statements to you, which you will be obligated to pay in order that it can remit payment to such other Norton Rose Fulbright Entity or Entities.
- 3.5 If a bill remains unpaid 30 days after delivery:
- (a) you agree that we may be entitled to charge interest, if any, on it at such rate and under such arrangements allowable under the laws and professional regulations applicable to us or as may be provided for in applicable additional standard provisions or an agreement between us and you, and
 - (b) on giving written notice to you, we may cease work on the matter to which the bill relates and any of your other matters. You agree that we are not responsible for any loss resulting from such inactivity. If the matter is litigious, we may also remove ourselves from the Court or tribunal record.
- 3.6 You agree that we may exercise a lien over your files and documents until all bills due to us from you have been paid in full, subject to the laws and professional regulations applicable to us.
- 3.7 If we are required by any governmental or regulatory body, or by a service provider appointed by you, to submit one of our bills to audit, to produce documents or provide information on any individual matter on which you have instructed us, we shall be entitled to bill you for the work involved (and any disbursements incurred) at the rates agreed for the relevant matter. If legal privilege attaches to any such documents, you will either waive privilege or instruct us to review them in your interests.

4 Disbursements and other charges

- 4.1 We may consider it to be in your interests to instruct counsel or engage correspondent lawyers, experts or others on your behalf and at your expense. We will consult you before doing so if such instructions or engagements will result in significant fees becoming payable.
- 4.2 Subject to other arrangements set forth in the engagement letter, we may also charge for photocopying, telephone calls, travel, searches, court fees, hosting on-line data or deal rooms and for other services at our or their standard rates from time to time and for other expenses. These charges will be included in our bills and will not include any mark-up of expenses for which the precise cost can be readily determined but may vary from or exceed our or their direct cost for services for which the precise cost cannot be readily determined.

5 Money held on account for you

- 5.1 We will deposit any money we hold on your behalf with a regulated financial institution and manage it in accordance with the laws and professional regulations applicable to us. You agree that we are not responsible for any loss of funds so deposited and managed.
- 5.2 If you deposit money with us on account of our fees, the principal and interest accrued, if any, will be applied to your final bill, rendered when we complete your instructions.

Unless you and we have agreed otherwise, we may also apply any part of the money in settlement of any outstanding interim bills we submit to you.

6 Communicating with us

- 6.1 When you seek and receive legal advice from us on your rights and obligations, legal advice or attorney-client privilege will attach to our communications related to that advice. If we act for you in contemplated or actual legal proceedings, litigation or attorney-client privilege will attach to our communications related to those proceedings.
- 6.2 You agree that we may communicate with you using electronic means, knowing that certain risks (including, for example, interception, unauthorized access and risk of viruses) are associated with such means.

7 Confidentiality, conflict of interests, and our relationships with other clients

- 7.1 We will keep all information obtained from you, which is not in the public domain, confidential, and will only otherwise disclose it with your authority or if required to do so by the laws and professional regulations applicable to us or if permitted under paragraph 9.3. Nevertheless, you agree that we may disclose any relevant information in order to protect and/or defend ourselves in any actual or threatened legal, civil or regulatory proceeding and may also disclose any relevant information in confidence to our insurers, insurance brokers, auditors, bankers and other advisers if and to the extent such disclosure may occur without waiving or losing any applicable legal privilege.
- 7.2 You will provide us, and will instruct your other advisers and any co-venturer or other co-participants to provide us, on any matter on which we are instructed, with all relevant information and documents, all of which will have been properly obtained and on which we may rely without verification. You agree that, unless you instruct us otherwise, we may disclose any relevant information to your other professional advisers.
- 7.3 Norton Rose Fulbright is a large coordinated international legal practice with multiple offices around the world. Because of the size, geographic scope, breadth and diversity of the practice, it is inevitable that current and future clients of ours will come into contact with you, and it is important that we agree with you on certain matters in relation to conflicts of interests to preserve our ability to represent both you and other clients. You agree that we may represent current or future clients (including any parties adverse to you in this Matter) in any other matter (including in litigation, arbitration, or other dispute resolution proceedings) that is not substantially related to your Matter, even if their interests are directly adverse to you or your interests in that other matter. We agree, however, that we will not represent another client in a matter if we have obtained non-public proprietary or other confidential information from you that could be used by that other client to your material disadvantage in that matter. You agree and accept that you have access to independent advice on the effect of this paragraph 7.3 and that your signature by way of acceptance of the provisions of the engagement letter to which these Terms apply is confirmation that you understand the scope and application of this paragraph and that you have no questions or concerns in that respect.

Nothing in this paragraph 7.3 shall be construed or interpreted as in any way waiving any rights that you may have, or obligations that we may have, under applicable conflict of interest laws and rules or regulations of professional responsibility.

- 7.4 You agree that we or any other Norton Rose Fulbright Entity may act for other clients in transactions or disputes in which you or any affiliated entity of yours has an interest provided that we or such other Norton Rose Fulbright Entity do not thereby breach our or their duty of confidentiality to you.
- 7.5 You agree that we are under no duty to disclose to you or use on your behalf any information in respect of which we or any other Norton Rose Fulbright Entity owe a duty of confidentiality to another client or any other person.
- 7.6 You agree that we may disclose our role as legal advisers in any matter on which we are instructed following its completion, for the purposes of publicity, unless you instruct us otherwise. You also agree that, unless you instruct us otherwise, we may publicize the fact that we have a relationship with you.

8 Complaints

- 8.1 Any concerns or complaint about our work should be directed initially to the partner/director responsible for carrying out your instructions or, if you prefer, to the relationship partner/director. We maintain internal procedures that can be employed should a concern require escalation beyond the responsible partner/ director. The laws and professional regulations applicable to us may also provide formal complaint procedures.
- 8.2 In particular, you should raise any queries regarding any of our bills with the partner or director responsible for the matter as soon as possible. If any part of one of our bills is queried by you or the relevant payer, you agree to immediately pay, or procure payment of, those parts not subject to query.

9 Data protection, exchange of information and storage of documents

- 9.1 We act as a data controller in the provision of our legal services. We will process personal data provided to us by you or your employees or agents in relation to any instruction in accordance with data protection standards required by applicable law and will implement appropriate technical and organizational security measures to protect against unauthorized or unlawful processing of that personal data and against accidental loss of, or damage to, that personal data. Please see our Privacy notice for further information on our processing of personal data: <http://www.nortonrosefulbright.com/privacy-notice/>
- 9.2 Each party (you and we) will assist the other party in complying with its respective obligations under applicable data protection law and will ensure that the provision of personal data to the other party is fair and lawful. You agree that you will make our Privacy notice available to your employees or other individuals whose personal data you share with us where this provision of information is required by applicable data protection law. We in turn agree that we will promptly notify you either: (i) upon receipt of a request or complaint from a regulatory authority or an individual exercising a data subject right; or (ii) in the event of loss, disclosure or unauthorized or unlawful processing of personal data that you have provided to us or that we have obtained on your behalf. We will cooperate with you and provide all reasonable assistance as may be required in either case.
- 9.3 In the course of providing our services to you, personal data (if any) with respect to persons in the European Economic Area (EEA) may be accessible to and used by other

Norton Rose Fulbright Entities and their contractors and/or agents, including those located outside the EEA where data protection laws may not be as comprehensive as in the EEA, but as to such personal data we will ensure compliance with the data protection standards of the EU General Data Protection Regulation 2016 or higher standards under other laws applicable to such personal data.

- 9.4 We will also share your contact details, and those of your staff with whom we have contact, with other Norton Rose Fulbright Entities in order to provide you with information relevant to your business, and to ensure your continuous access to publications, events and news in areas of interest to you. Where your employees supply their contact details to us, we will only use that personal data in accordance with our Privacy notice referenced above or as otherwise consented to by them.
- 9.5 We will not exchange information that will result in waiver or loss of any client privilege with other Norton Rose Fulbright Entities. Otherwise, you agree that the Contracting Party may exchange your information (including personal data) with other Norton Rose Fulbright Entities, including for the purposes of conflict checking, compliance, financial planning, billing, business development and matter management. Arrangements are in place among all Norton Rose Fulbright Entities to protect the confidentiality of the information exchanged.
- 9.6 We may outsource certain functions associated with servicing clients to a service center dedicated to Norton Rose Fulbright located outside of the EEA or to other third party providers. For example, we may outsource information and document management, office support, technology and IT services, word processing, photocopying, and translation services.
- 9.7 Some of your data may be stored using cloud technology managed by a third party service provider. We have agreements in place with the third party service providers referred to in paragraphs 9.6 and 9.7 where applicable and also employ technical and organizational measures to protect the confidentiality and security of any information shared with them.
- 9.8 We do not undertake to store or retain your files (whether paper or electronic) for any particular period of time, but will do so for at least the minimum number of years required by applicable laws and professional regulations or local business custom. Files may be destroyed at any time after the expiry of such period, without notice, except those files you ask be delivered to you.

10 Copyright and intellectual property

- 10.1 We retain all copyright and other intellectual property rights in all material developed, designed and created by us in the course of a matter. You may only use and copy material created by us for you, or which we have developed independently of our work for you and used in the course of your matter, in accordance with our advice or specific license terms. All material must be kept confidential by you unless we agree otherwise.
- 10.2 We may use all material created and/or modified by us in the course of any matter for legal training, forms, service development (including in the training of artificial intelligence technologies in which event the materials may be hosted on a third party system) and research purposes, without reference to you.

11 Our compliance with certain laws and regulations

- 11.1 We may require you to provide identifying documents and information concerning yourself and individuals and/or entities associated with you in order to comply with anti-money laundering laws and regulations, and to keep those documents and information up to date. We may be unable to carry out your instructions if we are unable to verify your identity or, in some instances, the identities of your directors, shareholders and eventual beneficial owners.
- 11.2 We may be required by law or regulation to report to a governmental or regulatory authority our knowledge and/or suspicion that certain criminal offences have been committed, regardless of whether such an offence has been committed by a client of ours or by a third party. We may not be able to discuss such reports with you because of restrictions imposed by those laws and regulations, and we may have to cease acting for you in those circumstances. You agree that we are not responsible for any adverse consequences you may suffer as a result of our compliance with such laws and regulations.

12 Force majeure

Neither you nor we will be responsible for failure to perform our respective obligations concerning your instructions (save for your responsibility to pay our bills in full) if the failures are due to causes outside, respectively, your or our control.

13 Amendments

From time to time, we may need to amend these terms of engagement. If this occurs, we will notify you of the changes by means of a notice in the Legal Notices section of our website but they will not affect or have any force in relation to any matter on which we are then currently instructed.

14 Limitations

If the validity or enforceability of any of these terms of engagement is in any way limited by the laws and professional regulations applicable to us, those laws and professional regulations will take precedence over these terms of engagement but they will be valid and enforceable to the fullest extent permitted by such laws and professional regulations, and such limitation shall not affect the validity or enforceability of any other term.

15 Integrity and ethics

Our policy is to act at all times in accordance with the highest professional, ethical and business standards, and we expect you to act in like manner in all your dealings with us and your business counter-parties. We do not countenance bribery or corruption in any form and you agree (i) not to expect or request any conduct from us that might bring our name into disrepute or compromise our integrity, (ii) that you and your employees and agents will refrain from any practices involving bribery or any other corrupt activities, and (iii) that you have taken or will take internal steps or procedures designed to ensure that the risk of corruption and bribery during the course of our relationship is eliminated.

16 Termination

- 16.1 Either you or we may terminate our engagement at any time by giving reasonable prior notice in writing, subject, in our case, to any applicable laws or regulations. We will only stop acting for you if we believe we have a good reason to do so, including in the circumstances contemplated by paragraph 3.5 (b), but we retain sole discretion regarding any such decision.
- 16.2 If our engagement is terminated for any reason, you agree to pay in full our bills representing fees, costs, disbursements and other charges up to the time of the engagement's termination.
- 16.3 A solicitor/client or attorney/client relationship exists between you and us only if, at the relevant point in time, we are working under instructions from you; we shall have no duty to provide you advice at any other time concerning changes in laws, rules or regulations that might affect your rights. Further, if we are not under instructions from you at a given point in time, you agree that, unless prohibited by applicable laws or regulations, we are entitled to accept at that time other instructions to act in respect of the subject matter of your previous instructions although we will not disclose to, or use to the benefit of, another client any information or documents in respect of which we owe you a duty of confidentiality.
- 16.4 We and other Norton Rose Fulbright Entities may send you general information on legal developments without charge, or may include you in general mailings, after our or their engagement with you has been terminated. This will not change the fact that our or their engagement has been terminated.

17 Grant of Lien

- 17.1 A lien is hereby granted by the City on any and all causes of action that the City may assert in any court action brought by Norton Rose Fulbright US LLP on the City's behalf under these terms of engagement. Such lien will be in addition to all other rights of Norton Rose Fulbright US LLP to receive sums owing from the City under these terms of engagement.

California Consumer Privacy Notice

Norton Rose Fulbright US LLP (“NRFUS”) takes data privacy seriously. We recognize and value the trust that individuals place in us when providing us with personal data and we are committed to safeguarding the privacy and security of personal data we may collect from visitors to our websites and/or the clients to whom we provide legal and other services. Because most of our clients are corporations and other organizations, the California Consumer Privacy Act typically will not apply, but our general Privacy Policy <https://www.nortonrosefulbright.com/en-us/global-statements/privacy-notice> will apply. In those rare instances where the California Consumer Privacy Act does apply to you, this California Consumer Privacy Notice will apply.

This Privacy notice aims to help you understand our personal data collection, usage and disclosure practices by explaining:

1. What personal data we collect about you
2. How we obtain the personal data about you
3. How we use your personal data
4. Who we share your personal data with
5. How we protect your personal data
6. What rights you have in relation to your personal data
7. How we use cookies, tracking, and similar technologies
8. How you can contact us
9. How we will update this Privacy notice

By providing your personal data to us (whether via one of our websites, by email, in person or over the phone), you agree to the processing set out in this Privacy notice. Further notices highlighting certain uses we wish to make of your personal data together with the ability to opt in or out of selected uses may also be provided to you when we collect personal data from you.

Please note: This Privacy notice does not apply to, and NRFUS is not responsible for, any third party websites which may be accessible through links from this website. If you follow a link to any of these third party websites, they will have their own privacy policies and you will need to check these policies before you submit any personal data to such third party websites.

This Privacy notice aims to help you understand our personal data collection, usage and disclosure practices by explaining:

1. What personal data we collect about you

We may collect and process different categories of personal data in the course of operating our business and providing our services, such as personal identifiers, commercial information, Internet information, and professional information. These include:

- Basic personal details such as your name and job title;

- Contact data such as your telephone number and postal or email address;
- Financial data such as payment related information or bank account details;
- Demographic data such as your address, preferences or interests;
- Website usage and other technical data such as details of your visits to our websites (including our HighQ portals, Dealrooms and the Institute) or information collected through cookies and other tracking technologies;
- Personal data provided to us by or on behalf of our clients or generated by us in the course of providing our services, which may, where relevant, include special categories of personal data;
- Identification and other background verification data such as a copy of passports or utility bills or evidence of beneficial ownership or the source of funds to comply with client due diligence/"know your client"/anti-money laundering laws and collected as part of our client acceptance and ongoing monitoring procedures;
- Recruitment related data such as your curriculum vitae, your education and employment history, details of professional memberships and other information relevant to potential recruitment to NRFUS;
- Data that you may provide to us in course of registering for and attending events or meetings, including access and dietary requirements; and
- Any other personal data relating to you that you may provide.

2. How we obtain the personal data about you

We may collect or receive your personal data in a number of different ways:

- Where you provide it to us directly, for example by corresponding with us by email, or via other direct interactions with us such as completing a form on our website or registering for and using one of our online tools such as the HighQ portals;
- Where we monitor use of, or interactions with, our websites, any marketing we may send to you, or other email communications sent from or received by NRFUS;
- Third party sources, for example, where we collect information about you to assist with "know your client" checks as part of our client acceptance procedures or where we receive information about you from recruitment agencies for recruitment purposes; or
- Publicly available sources – we may, for example, use such sources to help us keep the contact details we already hold for you accurate and up to date or for professional networking purposes, e.g. LinkedIn.

3. How we use your personal data

We will only use your personal data where we are permitted to do so by applicable law. We use your data for a variety of business and commercial purposes:

- Contract performance: where your information is necessary to enter into or perform our contract with you.
- Legal obligation: where we need to use your information to comply with our legal obligations.
- Legitimate interests: where we use your information to achieve a legitimate interest and our reasons for using it outweigh any prejudice to your data protection rights.
- Legal claims: where your information is necessary for us to defend, prosecute or make a claim against you, us or a third party.
- Consent: where you have consented to our use of your information (you will have been presented with a consent form or facility in relation to any such use and may withdraw your consent through an unsubscribe or similar facility).

We may use your personal data in the following ways:

- To provide our legal and other services to you and to conduct our business – to administer and perform our services, including to carry out our obligations arising from any agreements entered into between you and us (please note that our Standard Terms of Engagement apply where we provide legal services).
- To facilitate use of our websites and to ensure content is relevant – to respond to requests for information or inquiries from visitors to our websites and to ensure that content from our websites is presented in the most effective manner for you and for your device.
- For marketing and business development purposes – to provide you with details of new services, legal updates and invites to seminars and events where you have chosen to receive these. We will provide an option to unsubscribe or opt-out of further communication on any electronic marketing communication sent to you or you may opt out by contacting us as set out in section 8 below.
- For research and development purposes – analysis in order to better understand your and our clients' services and marketing requirements and to better understand our business and develop our services and offerings.
- For recruitment purposes – to enable us to process applications for employment submitted via the Careers section of our website and to assess your suitability for any position for which you may apply at Norton Rose Fulbright.
- To fulfil our legal, regulatory, or risk management obligations – to comply with our legal obligations (performing client due diligence/"know your client", anti-money laundering, anti-bribery, sanctions or reputational risk screening, identifying conflicts of interests); for the prevention of fraud and/or other relevant background checks as may be required by applicable law and regulation and best practice at any given time; and to enforce our legal rights, to comply.

- To ensure that we are paid – to recover any payments due to us and where necessary to enforce such recovery through the engagement of debt collection agencies or taking other legal action (including the commencement and carrying out of legal and court proceedings).
- To inform you of changes – to notify you about changes to our services or our Standard Terms of Engagement for legal services or this Privacy notice.
- To reorganize or make changes to our business – In the event that we are undergo a re-organization (for example if we merge, combine or divest a part of our business), we may need to transfer some or all of your personal data to the relevant third party (or its advisors) as part of any due diligence process or transfer to that re-organized entity or third party your personal data for the same purposes as set out in this Privacy notice or for the purpose of analyzing any proposed re-organization.

4. Who we share your personal data with

NRFUS is member firm of Norton Rose Fulbright, a Swiss verein. The members of the firm are separate legal entities, but we coordinate our practices. Any personal data that we collect or you provide to us may be shared with and processed by any Norton Rose Fulbright entity among our global network.

We may also share your personal data with a variety of the following categories of third parties:

- Our professional advisors (e.g. legal, financial, business, risk management or other advisors), bankers and auditors;
- Our insurers and insurance brokers;
- Third party service providers, including a service center based in the Philippines that is operated by Accenture UK Limited, to whom we outsource certain functions such as information and document management, office support, technology and IT services, word processing, photocopying and translation services (we have agreements in place with these service providers to protect the confidentiality and security of information (including personal data) shared with them); and
- Other third party external advisors or experts engaged in the course of the services we provide to our clients and with their prior consent, such as barristers, local counsel and technology service providers such as eDiscovery and document review platforms.

We may also process your personal data to comply with valid government subpoenas or other legal process. Before complying, where possible, we will provide you with notice so that you may object.

5. How we protect your personal data

We recognize that information security is an integral element of data privacy. While no data transmission (including over the Internet or any website) can be guaranteed to be secure from intrusion, we implement a range of commercially reasonable physical, technical and procedural measures to help protect personal data from unauthorized access, use, disclosure, alteration or destruction in accordance with data protection law requirements. Alongside our role, please also note that where we have given you (or where you have chosen) a password which enables you to access certain parts of our websites or online services, you are responsible for keeping this

password confidential and for complying with any other security procedures that we notify you of. We ask you not to share a password with anyone.

6. What rights you have in relation to your personal data

If you have any questions about our use of your personal data, you should first contact us via the details provided in section 8 below. Under certain circumstances and in accordance with applicable data protection laws:

You have the right to request that we disclose to you what information we collect, use and disclose. You also have the right to request that a business delete any personal information about you which the business has collected about you. To submit either of the above requests, you may call toll-free 1 (877) 203-2849. You may also submit via email at privacypolicy@NortonRoseFulbright.com for assistance. Please note for your protection, any request sent to us to delete your personal information will be subject to a verification procedure that may require you to provide us with information about you that we have in our files.

We may have disclosed your information as described above during the preceding 12 months, but we do not sell your personal information. We do not have actual knowledge that we sell the personal information of minors under 16 years of age.

We shall not discriminate against you for exercising any of your above rights.

You may designate an authorized agent to make a request to exercise your rights on your behalf. For your protection, we reserve the right to deny any request from an agent who does not submit proof that they have been authorized to act on your behalf.

You can exercise your right to stop email marketing messages from us at any time by using an unsubscribe facility or contacting us at privacypolicy@nortonrosefulbright.com.

If you contact us to exercise any of these rights we will check your entitlement and respond in most cases within 45 days.

7. How we use cookies, tracking, and similar technologies

When you visit our websites we may send a cookie to your computer. This is a small data file stored by your computer to help improve functionality or tailor information to provide visitors with more relevant pages. For details of the cookies employed by us, please see our Cookie Policy, which forms part of this Privacy notice. We may also analyze website traffic to identify what visitors find most interesting so we can tailor our websites accordingly.

We will not respond to Web browser “do not track” signals. If you would like additional information about online tracking and various opt-out mechanisms, please see <https://youradchoices.com/>.

Because we link to social media sites, and from time to time may include third-party advertisements, other parties may collect your personally identifiable information about your online activities over time and across different web sites when you visit this Site.

Please note that not all tracking will stop even if you delete cookies.

8. How you can contact us

If you have a concern or a question about how we have processed your personal information, you should first raise your concern or question with Human Resources. In the event that Human Resources is unable to resolve the concern or question, you may call 1 (713) 651-7777 or e-mail privacypolicy@NortonRoseFulbright.com for assistance.

Data Protection Officer
799 9th Street NW, Suite 1000
Washington DC 20001
United States

9. How we may update this Privacy notice

We may change the content of our websites and how we use cookies without notice and consequently our Privacy notice and Cookie Policy may change from time to time in the future. We therefore encourage you to review them when you visit the website to stay informed of how we are using personal data.

Effective Date: June 30, 2020.

ITEM NO: 3.

SUBJECT: Adopt Resolution Approving the Master Salary Schedule Reflecting Changes in Job Classifications and Pay Rates

BACKGROUND: Pursuant to Section 36506 of the California Government Code, the City Council shall by Resolution or Ordinance, fix the compensation of all appointive officers and employees. In addition, pursuant to 570.5 of Title 2 of the California Code of Regulations, pay rates for City employees must be approved and adopted by the City Council in accordance with requirements of public meeting laws and be publicly available in a salary schedule which identifies position titles, pay rates, and the time base of compensation including whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually. Furthermore, the California Public Employees' Retirement System (CalPERS), requests all CalPERS contracted employers to list their compensation levels in one document, approved and adopted by the governing body, in accordance with Title 2 of the California Code of Regulations.

As a result of the above statutory requirements, the City Council has adopted a Master Salary Schedule listing all job classifications approved by the City Council including corresponding pay rates and the time base of compensation. The last update to the Master Salary Schedule was March 1, 2021, Resolution NO. 2021 – 10R.

The Resolution before you today would amend the Master Salary Schedule to reflect proposed job classifications, corresponding pay rates, and the time base of compensation. The proposed job classifications are listed below by department and in Exhibit A, Master Salary Schedule. In addition, on August 16, 2021, your Council approved effective August 28, 2021, wage increases associated with tentative agreements with four (4) representation units, and these new pay rates need to be listed in the Master Salary Schedule. The four affected representation units are as follows:

- Selma Police Officers Association
- Police Mid-Management Unit
- International Association of Firefighters Local 3716
- Fire Mid-Management Unit

DISCUSSION: Over the past several months, the City Manager has assessed operations and workload priorities within the City Manager's Office, the Finance/Treasurer Department, the Community Development Department, the Fire Department, and the Police Department. Based on this assessment, the City Manager proposes the allocation of a new management position in the Fire Department, a reclassification of a management position in the City Manager's Office, and a reclassification of a management position in the

Department of Finance/Treasurer. The specific actions are listed below by department. These changes are reflected in the Master Salary Schedule attached to the Resolution as Exhibit A. In addition, the City Manager is evaluating several new job classifications and position allocations to address workload and priority issues within the departments referenced above. Following the necessary procedures for addressing the meet and confer requirements or negotiation with the respective bargaining units, the City Manager will bring back to Council at a later date other organizational change requests.

In addition, your Council approved on August 16, 2021, new pay rates for employees represented by the above listed representation units, associated with tentative agreements on successor memoranda of understanding (MOU). These new pay rates need to be listed in the Master Salary Schedule as well.

The recommended position reclassifications, position allocations, and additional changes to the Master Salary Schedule are discussed below by affected department:

City Manager Department:

- Reclassify one vacant Assistant City Manager position (\$9,778.00 Flat Monthly) to Deputy City Manager (\$11,250.00 to \$13,674.50 Monthly). This action would create an additional Deputy City Manager Position resulting in the establishment of two (2) Deputy City Manager positions, both of who will report to the City Manager and assist with the administrative oversight and day-to-day management of significant city departments and operations. One (1) position will be responsible for administering the planning, development, engineering, public works, and code enforcements functions and was approved by the Council on September 10, 2021; one (1) position would oversee administrative support functions including human resources, labor relations, budget, information technology, purchasing, contract management, and general administrative support. The proposed administrative structure facilitates a more effective and efficient administration of city departments and operations, permitting the City Manager to focus on priority administrative, planning, budget, and policy matters. These positions are exempt management and employees will be designated as “at-will.”
- Allocate one (1) Deputy City Manager (\$11,250.00 to \$13,674.50 Monthly) to the City Manager 2021-2022 budget and authorize appropriations to/from the General Fund. The estimated salary cost of this position for the remainder of the fiscal year is \$75,737.00.
- Modify the Master Salary Schedule by adding the job classification of Deputy City Manager and deleting the job classification of Assistant City Manager.

Fire Department:

- Allocate one additional Fire Division Chief position (\$7,457 to \$9,065 Monthly) to the Fire Department Budget and authorized appropriations from the Ambulance Fund budget to cover the cost of this position. This action is necessary to assist the

Fire Chief in administering the ambulance transport and EMS functions. There are sufficient funds in the Ambulance Fund budget to cover the cost of this position. Consequently, it is recommended that appropriations to/from the Ambulance Fund be authorized. There is no impact to the General Fund. The estimated salary cost of this position for the remainder of the fiscal year is \$50,206.00. This job classification is currently listed in the Master Salary Schedule.

- Modify the Master Salary Schedule to reflect the wage increases approved for the International Association of Firefighters Local 3716 Unit and the Fire Mid-Management Unit effective August 28, 2021. The MOU wage increases are a result of having reached tentative agreement on successor memoranda of understanding with these representation units. The fiscal impact associated with these wage increases, as discussed with the Council on August 16, 2021, will be addressed in March 2022, during the second-quarter budget update/adjustment. No funding action is requested at this time. However, the Master Salary Schedule needs to be updated to reflect the approved pay rates.

Police Department:

- Modify the Master Salary Schedule to reflect the wage rates approved for the Selma Police Officers Association and the Police Mid-Management Unit effective August 28, 2021. The MOU wage increases are a result of having reached tentative agreement on successor memoranda of understanding with these representation units. The fiscal impact associated with these wage increases, as discussed with the Council on August 16, 2021, will be addressed in March 2022, during the third-quarter budget update/adjustment. No funding action is requested at this time. However, the Master Salary Schedule needs to be updated to reflect the approved pay rates.

Finance/Treasurer Department:

- Reclassify the Finance Director (\$6,943.00 Flat-Monthly) job classification to Director of Finance/Treasurer and set the salary range for this new job classification at \$9,312.00 to \$11,319.50 Monthly. The change in job title reflects the functional assignments of this position as defined by the Municipal Code. The proposed salary range reflects current labor market conditions and facilitates recruitment efforts.
- Allocate one (1) Director of Finance/Treasurer (\$9,312.00 to \$11,319.50 Monthly) position to the Department of Finance/Treasurer 2021-2022 budget and authorize appropriations to/from the General Fund. The estimated salary cost of this position for the remainder of the fiscal year is \$62,690.00. This cost will be offset from charges to other budget funds.
- Modify the Master Salary Schedule by adding the job classification of Director of Finance/Treasurer and deleting the job classification of Finance Director.

RECOMMENDATION: Effective January 18, 2022, Adopt Resolution Approving the Master Salary Schedule Reflecting Changes in Job Classifications and Pay Rates.

Ralph Jimenez, Interim Assistant City Manager
Fernando Santillan, City Manager

RESOLUTION NO. 2022-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA APPROVING THE MASTER SALARY SCHEDULE REFELECTING
CHANGES IN JOB CLASSIFICAIONS AND PAY RATES**

WHEREAS, Section 3500, et al, of the California Government Code requires the City and recognized employee representatives to meet and confer over hours, wages, and terms and conditions of employment, including the addition, deletion, reclassification, and compensation of positions covered by recognized representation units, and

WHEREAS, on August 16, 2022, the City Council approved wage increases effective August 28, 2022, for the Selma Police Officers Association, Police Mid-Management Unit, International Association of Firefighters Local 3716 Unit, and Fire Mid-Management Unit resulting from tentative agreements reached with this representation units after meeting and conferring on successor memoranda of understanding pursuant to Section 3500 of the California Government Code; and

WHEREAS, Section 36506 of the California Government Code requires that the City Council shall, by Resolution or Ordinance, fix the compensation for all appointive officers and employees; and

WHEREAS, pursuant to Section 570.5 of Title 2 of the California Code of Regulation, pay rates shall be duly approved and adopted by the City Council in accordance with requirements of public meeting laws and be publicly available in a salary schedule which identifies the position title, the pay rate for each position, which may be stated as a single amount or as multiple amounts within a range, and that indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually; and

WHEREAS, the California Public Employees' Retirement System (CalPERS), requests all CalPERS contracted employers to list their compensation levels in one document, approved and adopted by the governing body, in accordance with Title 2, California Code of Regulations Section 570.5. and meeting all the requirements thereof; and

WHEREAS, the City Manager for the City of Selma, having assessed various departmental operations and workload issues desires to take the following actions, consistent with his responsibilities set forth in the City's Municipal Code:

- Reclassify one vacant Assistant City Manager position (\$9,778.00 Flat Monthly) to Deputy City Manager (\$11,250.00 to \$13,674.50 Monthly) and reallocate this position to the City Manager's 2021-2022 budget.
- Allocate an additional Fire Division Chief position (\$7,457 to \$9,065 Monthly) to the Fire Department 2021-2022 budget.
- Reclassify the Finance Director (\$6,943.00 Flat-Monthly) job classification to Director of Finance/Treasurer; set the monthly salary range for this new job

classification at \$9,312.00 to \$11,319.50; and allocate one Director of Finance/Treasurer position to the Department of Finance/Treasurer 2021-2022 budget.

WHEREAS, the City of Selma's Master Salary Schedule was last amended on March 1, 2021, and needs to be amended further to reflect the job classification actions recommended by the City Manager and to reflect the new pay rates for the representation units listed above.

WHEREAS, the fiscal impact of the recommended job classification actions, position allocations, and representation unit pay rates will require an increase in budget appropriations, this impact and related funding sources will be addressed by the City Council in March 2022 during the second-quarter budget review/reconciliation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Selma as follows:

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

Section 2. The City Council hereby approves the recommended job classification and position allocation actions recommended by the City Manager.

Section 3. The City Council hereby approves the incorporation of new pay rates with the Master Salary Schedule for employees represented by the representation units listed herein and approved by the Council on August 16, 2021, as reflected in Exhibit A.

Section 4. The City Council hereby adopts a single consolidated Master Salary Schedule that meets all the requirements of Title 2 CCR Section 570.5, attached hereto as Exhibit A, and incorporated herein by reference.

Section 5. All prior resolutions concerning compensation for City employees that conflict with this resolution or the attached Master Salary Schedule are hereby repealed.

Section 6. **Severability.** The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

Section 7. **Effective Date.** That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Selma on the 18th of January 2022, by the following roll call vote:

AYES:	Council Members:
NOES:	Council Members:
ABSTAIN:	Council Members:
ABSENT:	Council Members:

Scott Robertson, Mayor

ATTEST:

Reyna Rivera, City Clerk

**CITY OF SELMA
MASTER SALARY SCHEDULE
EFFECTIVE JANUARY 18, 2022**

DEPARTMENT HEADS-FLSA EXEMPT

Position	Frequency	Current Salary				
City Manager	Monthly	15,667.00	Effective 12/08/2021			
	Biweekly	7,230.92				
	Hourly	90.39				
Deputy City Manager	Monthly	11,250.00	11,813.00	12,404.00	13,024.00	13,674.50
	Biweekly	5,192.31	5,452.15	5,724.92	6,011.08	6,311.54
	Hourly	64.90	68.15	71.56	75.14	78.89
Director of Finance/ Treasurer	Monthly	9,312.00	9,778.00	10,267.00	10,780.00	11,319.50
	Biweekly	4,297.85	4,512.92	4,738.62	4,975.38	5,224.15
	Hourly	53.72	56.41	59.23	62.19	65.30
Community Development Director	Monthly	8,706.00				
	Biweekly	4,018.15				
	Hourly	50.23				
Community Services Director	Monthly	8,008.00	Effective 07/01/2021 *			
	Biweekly	3,696.00				
	Hourly	46.20				
Fire Chief	Monthly	9,740.00	Effective 12/08/2020 *			
	Biweekly	4,495.38				
	Hourly	56.19				
Police Chief	Monthly	9,144.00	Effective 03/02/2021 *			
	Biweekly	4,220.31				
	Hourly	52.75				
Public Works Director	Monthly	6,985.00	Effective 09/03/2020 *			
	Biweekly	3,223.85				
	Hourly	40.30				

* Merit Increase Contingent Upon Satisfactory Review

FIREFIGHTERS LOCAL 3716

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Fire Engineer	Monthly	4,610.00	4,841.00	5,083.00	5,337.00	5,604.00
	Biweekly	2,127.69	2,234.31	2,346.00	2,463.23	2,586.46
	Hourly*	19.00	19.95	20.95	21.99	23.09
Firefighter	Monthly	4,180.00	4,389.00	4,608.00	4,838.00	5,080.00
	Biweekly	1,929.23	2,025.69	2,126.77	2,232.92	2,344.62
	Hourly*	17.23	18.09	18.99	19.94	20.93

(* 56 hours per week)

Exhibit A

FIREFIGHTERS LOCAL 3716 - Continued

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Non-Safety Paramedic (24)	Monthly	2,856.00	2,999.00	3,149.00	3,306.00	3,471.00
	Biweekly	1,318.15	1,384.15	1,453.38	1,525.85	1,602.00
	Hourly	16.48	17.30	18.17	19.07	20.03
Non-Safety EMT (24)	Monthly	2,523.00	2,649.00	2,781.00	2,920.00	3,066.00
	Biweekly	1,164.46	1,222.62	1,283.54	1,347.69	1,415.08
	Hourly	14.56	15.28	16.04	16.85	17.69
Non-Safety Paramedic (12)	Monthly	3,410.00	3,581.00	3,760.00	3,948.00	4,145.00
	Biweekly	1,573.85	1,652.77	1,735.38	1,822.15	1,913.08
	Hourly	19.67	20.66	21.69	22.78	23.91
Non-Safety EMT (12)	Monthly	2,534.00	2,661.00	2,794.00	2,934.00	3,081.00
	Biweekly	1,169.54	1,228.15	1,289.54	1,354.15	1,422.00
	Hourly	14.62	15.35	16.12	16.93	17.78

FIRE MID-MANAGEMENT

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Fire Captain	Monthly	5,857.00	6,150.00	6,458.00	6,781.00	7,120.00
	Biweekly	2,703.23	2,838.46	2,980.62	3,129.69	3,286.15
	Hourly *	24.14	25.34	26.61	27.94	29.34
		(* 56 hours per week)				
Fire Division Chief (FLSA Exempt)	Monthly	7,457.00	7,830.00	8,222.00	8,633.00	9,065.00
	Biweekly	3,441.69	3,613.85	3,794.77	3,984.46	4,183.85
	Hourly	43.02	45.17	47.43	49.81	52.30
Fire Marshal	Monthly	5,857.00	6,150.00	6,458.00	6,781.00	7,120.00
	Biweekly	2,703.23	2,838.46	2,980.62	3,129.69	3,286.15
	Hourly	33.79	35.48	37.26	39.12	41.08

MISCELLANEOUS MID-MANAGEMENT

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Accountant	Monthly	4,963.00	5,211.00	5,472.00	5,746.00	6,033.00
	Biweekly	2,290.62	2,405.08	2,525.54	2,652.00	2,784.46
	Hourly	28.63	30.06	31.57	33.15	34.81
Administrative Analyst	Monthly	5,179.00	5,438.00	5,710.00	5,996.00	6,296.00
	Biweekly	2,390.31	2,509.85	2,635.38	2,767.38	2,905.85
	Hourly	29.88	31.37	32.94	34.59	36.32
City Clerk/Public Information Ofc	Monthly	5,903.00	6,198.00	6,508.00	6,833.00	7,175.00
	Biweekly	2,724.46	2,860.62	3,003.69	3,153.69	3,311.54
	Hourly	34.06	35.76	37.55	39.42	41.39

Exhibit A

Finance Department Manager	Monthly	5,211.00	5,472.00	5,746.00	6,033.00	6,335.00
	Biweekly	2,405.08	2,525.54	2,652.00	2,784.46	2,923.85
	Hourly	30.06	31.57	33.15	34.81	36.55
Fleet Maintenance Supervisor	Monthly	5,701.00	5,986.00	6,285.00	6,599.00	6,929.00
	Biweekly	2,631.23	2,762.77	2,900.77	3,045.69	3,198.00
	Hourly	32.89	34.53	36.26	38.07	39.98

MISCELLANEOUS MID-MANAGEMENT Continued

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Human Resources Manager	Monthly	6,093.00	6,398.00	6,718.00	7,054.00	7,407.00
	Biweekly	2,812.15	2,952.92	3,100.62	3,255.69	3,418.62
	Hourly	35.15	36.91	38.76	40.70	42.73
Info System Coor/GIS Supervisor	Monthly	4,688.00	4,922.00	5,168.00	5,426.00	5,697.00
	Biweekly	2,163.69	2,271.69	2,385.23	2,504.31	2,629.38
	Hourly	27.05	28.40	29.82	31.30	32.87
Planning & Development Manager	Monthly	7,196.00	7,556.00	7,934.00	8,331.00	8,748.00
	Biweekly	3,321.23	3,487.38	3,661.85	3,845.08	4,037.54
	Hourly	41.52	43.59	45.77	48.06	50.47
Police Records Supervisor	Monthly	4,383.00	4,602.00	4,832.00	5,074.00	5,328.00
	Biweekly	2,022.92	2,124.00	2,230.15	2,341.85	2,459.08
	Hourly	25.29	26.55	27.88	29.27	30.74
Principal Planner	Monthly	6,853.00	7,196.00	7,556.00	7,934.00	8,331.00
	Biweekly	3,162.92	3,321.23	3,487.38	3,661.85	3,845.08
	Hourly	39.54	41.52	43.59	45.77	48.06
Public Works Supervisor	Monthly	5,371.00	5,640.00	5,922.00	6,218.00	6,529.00
	Biweekly	2,478.92	2,603.08	2,733.23	2,869.85	3,013.38
	Hourly	30.99	32.54	34.17	35.87	37.67
Recreation Supervisor	Monthly	4,265.00	4,478.00	4,702.00	4,937.00	5,184.00
	Biweekly	1,968.46	2,066.77	2,170.15	2,278.62	2,392.62
	Hourly	24.61	25.83	27.13	28.48	29.91
Transit Maintenance Manager	Monthly	5,649.00	5,931.00	6,228.00	6,539.00	6,866.00
	Biweekly	2,607.23	2,737.38	2,874.46	3,018.00	3,168.92
	Hourly	32.59	34.22	35.93	37.73	39.61

POLICE MID-MANAGEMENT

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Police Commander	Monthly	6,679.00	7,013.00	7,364.00	7,732.00	8,119.00
	Biweekly	3,082.62	3,236.77	3,398.77	3,568.62	3,747.23
	Hourly	38.53	40.46	42.48	44.61	46.84

Exhibit A

Police Sergeant	Monthly	5,364.00	5,632.00	5,914.00	6,210.00	6,521.00
	Biweekly	2,475.69	2,599.38	2,729.54	2,866.15	3,009.69
	Hourly	30.95	32.49	34.12	35.83	37.62

POLICE OFFICERS ASSOCIATION

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Community Services Officer	Monthly	2,985.00	3,134.00	3,291.00	3,456.00	3,629.00
	Biweekly	1,377.69	1,446.46	1,518.92	1,595.08	1,674.92
	Hourly	17.22	18.08	18.99	19.94	20.94
Police Officer	Monthly	4,232.00	4,444.00	4,666.00	4,899.00	5,144.00
	Biweekly	1,953.23	2,051.08	2,153.54	2,261.08	2,374.15
	Hourly	24.42	25.64	26.92	28.26	29.68
Property/Evidence Technician	Monthly	3,291.00	3,456.00	3,629.00	3,810.00	4,001.00
	Biweekly	1,518.92	1,595.08	1,674.92	1,758.46	1,846.62
	Hourly	18.99	19.94	20.94	21.98	23.08
Safety Dispatcher I	Monthly	3,205.00	3,365.00	3,533.00	3,710.00	3,896.00
	Biweekly	1,479.23	1,553.08	1,630.62	1,712.31	1,798.15
	Hourly	18.49	19.41	20.38	21.40	22.48
Safety Dispatcher II	Monthly	3,533.00	3,710.00	3,896.00	4,091.00	4,296.00
	Biweekly	1,630.62	1,712.31	1,798.15	1,888.15	1,982.77
	Hourly	20.38	21.40	22.48	23.60	24.78

PUBLIC WORKS & TRANSIT MAINTENANCE EMPLOYEES

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Custodian	Monthly	2,943.00	3,090.00	3,245.00	3,407.00	3,577.00
	Biweekly	1,358.31	1,426.15	1,497.69	1,572.46	1,650.92
	Hourly	16.98	17.83	18.72	19.66	20.64
Equipment Mechanic III	Monthly	4,159.00	4,367.00	4,585.00	4,814.00	5,055.00
	Biweekly	1,919.54	2,015.54	2,116.15	2,221.85	2,333.08
	Hourly	23.99	25.19	26.45	27.77	29.16
Maintenance Worker I	Monthly	3,014.00	3,165.00	3,323.00	3,489.00	3,663.00
	Biweekly	1,391.08	1,460.77	1,533.69	1,610.31	1,690.62
	Hourly	17.39	18.26	19.17	20.13	21.13
Maintenance Worker II	Monthly	3,356.00	3,524.00	3,700.00	3,885.00	4,079.00
	Biweekly	1,548.92	1,626.46	1,707.69	1,793.08	1,882.62
	Hourly	19.36	20.33	21.35	22.41	23.53

Exhibit A

Maintenance Worker III	Monthly	3,833.00	4,025.00	4,226.00	4,437.00	4,659.00
	Biweekly	1,769.08	1,857.69	1,950.46	2,047.85	2,150.31
	Hourly	22.11	23.22	24.38	25.60	26.88
Transit Fleet Service Coordinator	Monthly	5,179.00	5,438.00	5,710.00	5,996.00	6,296.00
	Biweekly	2,390.31	2,509.85	2,635.38	2,767.38	2,905.85
	Hourly	29.88	31.37	32.94	34.59	36.32

PUBLIC WORKS & TRANSIT MAINTENANCE EMPLOYEES - Continued

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Transit Mechanic I	Monthly	3,772.00	3,961.00	4,159.00	4,367.00	4,585.00
	Biweekly	1,740.92	1,828.15	1,919.54	2,015.54	2,116.15
	Hourly	21.76	22.85	23.99	25.19	26.45
Transit Mechanic II	Monthly	3,961.00	4,159.00	4,367.00	4,585.00	4,814.00
	Biweekly	1,828.15	1,919.54	2,015.54	2,116.15	2,221.85
	Hourly	22.85	23.99	25.19	26.45	27.77
Transit Mechanic III	Monthly	4,159.00	4,367.00	4,585.00	4,814.00	5,055.00
	Biweekly	1,919.54	2,015.54	2,116.15	2,221.85	2,333.08
	Hourly	23.99	25.19	26.45	27.77	29.16
Transit Shuttle Driver	Monthly	2,636.00	2,768.00	2,906.00	3,051.00	3,204.00
	Biweekly	1,216.62	1,277.54	1,341.23	1,408.15	1,478.77
	Hourly	15.21	15.97	16.77	17.60	18.48

SECRETARIAL, TECHNICAL & CLERICAL

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Account Clerk II	Monthly	3,356.00	3,524.00	3,700.00	3,885.00	4,079.00
	Biweekly	1,548.92	1,626.46	1,707.69	1,793.08	1,882.62
	Hourly	19.36	20.33	21.35	22.41	23.53
Administrative Assistant	Monthly	3,596.00	3,776.00	3,965.00	4,163.00	4,371.00
	Biweekly	1,659.69	1,742.77	1,830.00	1,921.38	2,017.38
	Hourly	20.75	21.78	22.88	24.02	25.22
Arts Center Coordinator	Monthly	3,213.00	3,374.00	3,543.00	3,720.00	3,906.00
	Biweekly	1,482.92	1,557.23	1,635.23	1,716.92	1,802.77
	Hourly	18.54	19.47	20.44	21.46	22.53
Assistant Planner/ Rehab Housing Specialist	Monthly	4,535.00	4,762.00	5,000.00	5,250.00	5,513.00
	Biweekly	2,093.08	2,197.85	2,307.69	2,423.08	2,544.46
	Hourly	26.16	27.47	28.85	30.29	31.81
Associate Planner	Monthly	4,913.00	5,159.00	5,417.00	5,688.00	5,972.00
	Biweekly	2,267.54	2,381.08	2,500.15	2,625.23	2,756.31
	Hourly	28.34	29.76	31.25	32.82	34.45

Exhibit A

Building Inspector	Monthly	4,285.00	4,499.00	4,724.00	4,960.00	5,208.00
	Biweekly	1,977.69	2,076.46	2,180.31	2,289.23	2,403.69
	Hourly	24.72	25.96	27.25	28.62	30.05
Building-Planning Technician	Monthly	3,974.00	4,173.00	4,382.00	4,601.00	4,831.00
	Biweekly	1,834.15	1,926.00	2,022.46	2,123.54	2,229.69
	Hourly	22.93	24.08	25.28	26.54	27.87

SECRETARIAL, TECHNICAL & CLERICAL - Continued

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Clerical Assistant II	Monthly	3,108.00	3,263.00	3,426.00	3,597.00	3,777.00
	Biweekly	1,434.46	1,506.00	1,581.23	1,660.15	1,743.23
	Hourly	17.93	18.83	19.77	20.75	21.79
Code Enforcement Officer	Monthly	3,754.00	3,942.00	4,139.00	4,346.00	4,563.00
	Biweekly	1,732.62	1,819.38	1,910.31	2,005.85	2,106.00
	Hourly	21.66	22.74	23.88	25.07	26.33
Fire Inspector/Code Enforcement	Monthly	4,048.00	4,250.00	4,463.00	4,686.00	4,920.00
	Biweekly	1,868.31	1,961.54	2,059.85	2,162.77	2,270.77
	Hourly	23.35	24.52	25.75	27.03	28.38
Information System Technician	Monthly	4,415.00	4,636.00	4,868.00	5,111.00	5,367.00
	Biweekly	2,037.69	2,139.69	2,246.77	2,358.92	2,477.08
	Hourly	25.47	26.75	28.08	29.49	30.96
Police Clerk I	Monthly	3,005.00	3,155.00	3,313.00	3,479.00	3,653.00
	Biweekly	1,386.92	1,456.15	1,529.08	1,605.69	1,686.00
	Hourly	17.34	18.20	19.11	20.07	21.08
Police Clerk II	Monthly	3,155.00	3,313.00	3,479.00	3,653.00	3,836.00
	Biweekly	1,456.15	1,529.08	1,605.69	1,686.00	1,770.46
	Hourly	18.20	19.11	20.07	21.08	22.13
Recreation Coordinator	Monthly	3,213.00	3,374.00	3,543.00	3,720.00	3,906.00
	Biweekly	1,482.92	1,557.23	1,635.23	1,716.92	1,802.77
	Hourly	18.54	19.47	20.44	21.46	22.53

PART-TIME, SEASONAL AND TEMPORARY UNREPRESENTED EMPLOYEES

Position	Frequency	Rate As of 1/1/2021	Rate As of 1/1/2022
Art Instructor	Hourly	14.00	15.00
Assistant Planner	Hourly	22.00	22.00
Ballfield Maintenance	Hourly	14.00	15.00
EMT - Per Diem	Hourly	15.00	15.00

Exhibit A

Fire Department Secretary	Hourly	15.30	15.30
Maintenance Worker I	Hourly	14.00	15.00
Office Assistant	Hourly	14.00	15.00

PART-TIME, SEASONAL AND TEMPORARY UNREPRESENTED EMPLOYEES - Continued

Position	Frequency	Rate As of 1/1/2021	Rate As of 1/1/2022
Paramedic - Per Diem	Hourly	19.00	19.00
Recreation/Arts Coordinator	Hourly	14.00	15.00
Safety Dispatcher	Hourly	33.72	Effective 10/01/2021
Senior Center Activity Coordinator	Hourly	14.00	15.00
Senior Center Nutrition Coordinator	Hourly	14.00	15.00
Visual Arts Instructor	Hourly	14.00	15.00
Vocal Instructor	Hourly	14.00	15.00
Youth Services Coordinator	Hourly	14.00	15.00