SELMA-KINGSBURG-FOWLER
COUNTY SANITATION DISTRICT

REGULAR MEETING OF BOARD OF DIRECTORS

NOVEMBER 12, 2026

4:00 P.M.

11301 E. Conejo Avenue, Kingsburg, CA 93631

1. CALL TO ORDER AND ROLL CALL

DIRECTORS	STAFF and CONSULTANTS
Nathan Magsig	Veronica Cazares, General Manager/ Secretary
Laura North	Alicia Kirk, Executive Assistant to the G.M.
Jim Avalos	Vikkie Calderon, Administrative Services/HR Manager
Amarjeet Gill, Vice Chairwoman	Hilda Cantu-Montoy, General Counsel
Buddy Mendes, Chairman	Craig Perry, Chief Plant Operator
	David Bacon, Information Systems Analyst
	Denise Isaguirre, Supervising Engineer

2. APPROVAL OF AGENDA

Additions, deletions, substitutions, and adoption of agenda

3. PUBLIC FORUM

At this time, any member of the public may address the Board regarding any item not on the agenda, over which the Board has jurisdiction. No action or discussion will be taken on any item not on the agenda, except to briefly respond to statements or questions by the public. Members of the public shall limit their remarks to three minutes.

4. CONSENT CALENDAR

Items placed on the consent calendar are routine in nature. They may be approved by one motion, second, and majority vote. Any Board member or member of the public may request removal of any item from the consent calendar for independent consideration.

A. Minutes of October 15, 2026 Board Meeting *(p.1)*
B. Warrant List Reports of October 7, 2026, and October 21, 2026. *(p.5)*
C. Cash Activity Report of October 31, 2026. *(p.8)*
D. Subject: Consider adoption of the Amended Section 125 Premium Only Plan Agreement for Calendar Year 2027. (*p.9)*

Recommendation: That the Board adopt Resolution No. 2026-26, A Resolution of the Selma-Kingsburg-Fowler County Sanitation District Board of Directors Adopting the Amended Section 125 Premium Only Plan Agreement for Calendar Year 2027.

5. PRESENTATIONS

A. Subject: Selma-Kingsburg-Fowler County Sanitation District hereby honors Nathan Magsig for nine years of dedicated leadership while serving on the Board of Directors as a Member from January 2017 to December 2026.

6. NEW BUSINESS

A. Subject: Consider An Ordinance Repealing and Replacing Ordinance No. 2014-02; Establishing Procurement Procedures for (1) Purchasing of Supplies, Equipment, and Services and for (2) Bidding Procedures for Public Projects; Affirming the Adoption of The Uniform Public Construction Cost Accounting Act and Alternative Bidding Procedures; and Repealing Ordinance No's. 2014-02 and 2017-01 *(p.22)*

Recommendation: That the Board introduce and waive the full reading of Ordinance No. 2026-01 "An Ordinance of The Board of Directors of Selma-Kingsburg-Fowler County Sanitation District Repealing and Replacing Ordinance No. 2014-02; Establishing Procurement Procedures for (1) Purchasing of Supplies, Equipment, and Services and for (2) Bidding Procedures for Public Projects; Affirming the Adoption of The Uniform Public Construction Cost Accounting Act and Alternative Bidding Procedures; and Repealing Ordinance No's. 2014-02 and 2017-01."

7. BOARD MEMBER COMMUNICATION/AGENDA ITEMS

8. GENERAL MANAGER REPORTS

9. ADJOURNMENT

Motion to Adjourn
Next Regular Meeting: Thursday, December 10, 2026, at 4:00 p.m.
Next Ordinance: 2026-02
Next Resolution: 2026-27

SELMA-KINGSBURG-FOWLER
COUNTY SANITATION DISTRICT

MINUTES OF THE BOARD MEETING OF DIRECTORS

OCTOBER 15, 2026

CALL TO ORDER AND ROLL CALL

The Board Meeting of the Selma-Kingsburg-Fowler County Sanitation District was called to order at 4:00 pm. by Chairman Mendes

DIRECTORS	STAFF and CONSULTANTS
Nathan Magsig (P)	Veronica Cazares, General Manager/ Secretary
Laura North (P)	Vikkie Calderon, Administrative Services/HR Manager
Jim Avalos (P)	Hilda Cantú Montoy, General Counsel
Amarjeet Gill, Vice Chairwoman(P)	Craig Perry, Chief Plant Operator
Buddy Mendes, Chairman(P)	David Bacon, Information Systems Analyst

APPROVAL OF AGENDA

There being no comment from the public, a motion to approve the agenda of the Board meeting of October 15, 2026, was made by Director Magsig and seconded by Director Avalos and approved by the following vote:

AYE: Directors Magsig, North, Avalos, Vice Chairwoman Gill, Chairman Mendes
NO:
ABSENT:
ABSTAIN:

CONSENT CALENDAR

Items placed on the consent calendar are routine in nature. They may be approved by one motion, second, and majority vote. Any Board member or member of the public may request removal of any item from the consent calendar for independent consideration.

A. Minutes of September 10, 2026 Board Meeting *(p.1)*
B. Warrant List Reports of September 9, 2026, and September 23, 2026. *(p.5)*
C. Cash Activity Report of September 30, 2026. *(p.7)*
D. Subject: Replacement of District owned Electrical Transformer *(p.9)*

Recommendation: That the Board rescind the purchase authorization for the new direct replacement 2,000KVA Electrical Transformer from Preferred Pump in the amount of $101,280.55 and authorize staff to commence a new process for seeking price quotes.

There being no comment from the public, a motion to approve the consent calendar was made by Director Avalos and seconded by Director Gill and approved by the following vote:

AYE: Directors Magsig, North, Avalos, Vice Chairwoman Gill, Chairman Mendes
NO:
ABSENT:
ABSTAIN:

NEW BUSINESS

A. Subject: Effluent Disposal Line RR Project *(p.10)*

Recommendation: That the Board approve Contract Change Order No. 3 in the amount of $168,800 to Panico Excavation, Inc. Public Works Contract.

The bypass of the Effluent Disposal Line to the process water holding pond (PWHP) failed and collapsed the slope of the pond. This Change Order is for work to extend the bypass to Pond No. 1.

There being no comment from the public, a motion to approve Contract Change Order 3 in the amount of $168,800 to Panico Excavation, Inc. Public Works Contract was made by Director Avalos, and seconded by Director Gill and approved by the following vote:

AYE: Directors Magsig, North, Avalos, Vice Chairwoman Gill, Chairman Mendes
NO:
ABSENT:
ABSTAIN:

B. Subject: Consideration of Second Amendment with Herwit Engineers for Engineering Services. *(p.13)*

Recommendation: That the Board approve the Second Amendment to the Consulting Services Agreement with Herwit Engineers for an amount not to exceed $138,000 and authorize the General Manager to execute the amendment.

The proposed amendment will retain Herwit Engineers through December 31, 2027, to complete priority engineering work and transfer critical institutional knowledge before the firm closes. The extended term will allow Herwit Engineers to document key processes, and train new District staff.

There being no comment from the public, a motion to approve the Second Amendment to the Consulting Services Agreement with Herwit Engineers for an amount not to exceed $138,000 and authorize the General Manager to execute the amendment was made by Director Avalos and seconded by Director Gill and approved by the following vote:

AYE: Directors Magsig, North, Avalos, Vice Chairwoman Gill, Chairman Mendes
NO:
ABSENT:
ABSTAIN:

C. Subject: Fleet Expansion- 1 Ton Service Truck *(p.18)*

Recommendation: That the Board approve the purchase of a new 1 Ton Service Truck from Fahrney Ford in the amount of $64,750.56.

This Truck will be used for towing larger capacity generators to recently upgraded District lift stations and in plant towing/hauling needs.

There being no comment from the public, a motion to approve the purchase of a new 1 Ton Service truck from Fahrney Ford in the amount of $64,750.56 was made by Director Avalos and seconded by Director Gill and approved by the following vote:

AYE: Directors Magsig, North, Avalos, Vice Chairwoman Gill, Chairman Mendes
NO:
ABSENT:
ABSTAIN:

BOARD MEMBER COMMUNICATION/AGENDA ITEMS

Selma: Band Festival upcoming, Ice-Skating Rink to come in December for the first time
Kingsburg: Escrow closed on the new building for City Hall; funds received from both State and Federal as there will be an emergency center operating inside. Estimated staff move in is July of 2027.
Fowler: Jr High Band review on October 25
October 28 Trunk or Treat at Panzak Park

GENERAL MANAGER REPORTS

SKF Staff participated in multiple outreach opportunities in October, including Junior Career Day at Reagan Elementary in Kingsburg, Fowler Fall Festival, and Kingsburg Alternative Education Career Day. Fowler High Career Day in November

CLOSED SESSION

A. Conference with Real Property Negotiator pursuant to CA Government Code Section 54956.8

Property: No site address (APN# 38810217)
Agency Negotiator: Veronica Cazares
Parcel Owner: Otani Hideki; Otani Diane K ETAL

Closed Session began at 4:13 pm.

RECONVIENNE OPEN SESSION

Open Session began at 4:21

The full Board met in Closed Session and here was no reportable action at this time

ADJOURNMENT

There being no further business to come before the Board, Chairman Mendes declared the meeting adjourned on a motion made by Director Avalos and seconded by Director Gill at 4:21pm.

Respectfully submitted,

Approved,

_____
Veronica Cazares, General Manager

_____
Buddy Mendes, Chaiman of the Board

SELMA-KINGSBURG-FOWLER
COUNTY SANITATION DISTRICT
October 07, 2026
WARRANT LIST

ACCOUNTING SYSTEMS INC.	INFORMATION SYSTEMS	375.00
AMAZON CAPITAL SERVICES	OFFICE SUPPLIES, INFORMATION SYSTEMS	216.21
AMERICAN EXPRESS	TRAVEL & TRAINING, OUTREACH, INFORMATION SYSTEMS	2,990.23
APPLIED INDUSTRIAL TECH CA-LLC	MAINTENANCE EQUIPMENT	1,949.43
AQUATIC INFORMATICS INC.	INFORMATION SYSTEMS	4,604.30
ARNOLD, STEPHEN	RETIREE HEALTH REIMBURSEMENT	319.29
BILL'S AUTO OF KINGSBURG, INC.	AUTO MAINTENANCE	82.52
BOOT BARN HOLDINGS INC.	SAFETY SHOES	585.01
CALIFORNIA WATER SERVICE	WATER UTILITIES	19.29
CALPERS	RETIREMENT	62,415.50
CENTRAL VALLEY CULLIGAN, INC.	DRINKING WATER, LABORATORY SUPPLY	523.30
CINTAS CORPORATION NO.2	LEASED EQUIPMENT	284.42
CSRMA	INSURANCE	293.80
DANIEL MURRIETA	EMPLOYEE RECOGNITION PROGRAM	2,643.03
DAVID MICHEL	RETIREE HEALTH REIMBURSEMENT	319.29
DKF SOLUTIONS GROUP, LLC	TRAVEL & TRAINING, PROF.SERVICES - MED & SAFETY	1,045.00
FIRST IN SAFETY INC.	PROF.SERVICES - MED & SAFETY	3,284.00
FISHER SCIENTIFIC	LABORATORY SUPPLIES	118.11
GARY HELM	RETIREE HEALTH REIMBURSEMENT	319.29
GONZALES, MARK	WELLNESS PROGRAM REIMBURSEMENT	40.00
HERWIT ENGINEERING	EFFLUENT DISPOSAL LINE R&R	24,447.60
HOME DEPOT CREDIT SERVICES	OFFICE SUPPLY, EQUIPMENT MAINTENANCE, SAFETY SUPPLY	149.12
ISAGUIRRE, RICARDO	SAFETY SUPPLY REIMBURSEMENT	217.95
JAIME RUIZ	RETIREE HEALTH REIMBURSEMENT	319.29
JAMES HORNE	RETIREE HEALTH REIMBURSEMENT	319.29
JIM OLINGER	RETIREE HEALTH REIMBURSEMENT	319.29
JIMMY GARCIA	RETIREE HEALTH REIMBURSEMENT	405.87
JOHNATHON SEPEDA JR.	TRAVEL & TRAINING REIMBURSEMENT	166.60
JOSEPH GAXIOLA	SAFETY SUPPLY REIMBURSEMENT	30.06
LUCERO, JULIAN	RETIREE HEALTH REIMBURSEMENT	319.29
MKN	DISTRICT LIFT STATION R/R D3 NORTH ST. PROJECT	5,863.75
MONTOY LAW CORPORATION	PROF.SERVICES - LEGAL	1,980.00
NAPA AUTO PARTS	AUTO MAINTENANCE, MAINT. BLDG & GROUNDS, EQUIPMENT MAINTENANCE	457.92
NEXTIVA INC.	COMMUNICATIONS	143.46
PG&E	ELECTRIC UTILITIES	33,446.42
PRECISION CIVIL ENGINEERING INC.	PROF.SERVICES - ENGR & TECH	36,622.50
QUADIENT LEASING USA, INC.	RENT & LEASE EQUIPMENT	743.11
ROBERT CURRIE	RETIREE HEALTH REIMBURSEMENT	319.29
RODRIGUEZ, ERNESTO	TRAVEL & TRAINING REIMBURSEMENT	457.23
SALLY RODRIGUEZ	RETIREE HEALTH REIMBURSEMENT	319.29
SANGER FENCE COMPANY INC	EQUIPMENT MAINTENACE	3,297.00
SARA J. STAUNTON	RETIREE HEALTH REIMBURSEMENT	319.29
SELMA, CITY OF	OUTREACH PHARMA KIOSK	200.00
SHAR - CRAFT INC.	EQUIPMENT MAINTENACE	1,759.94
SILVAS OIL CO. INC.	FUEL	5,811.34
SMARTSIGHTS TECHNOLOGIES LLC	INFORMATION SYSTEMS	21,300.00
STAPLES BUSINESS CREDIT	OFFICE SUPPLIES	184.85
STEVE JENSEN	RETIREE HEALTH REIMBURSEMENT	194.83
TELSTAR INSTRUMENTS, INC.	EQUIPMENT MAINTENACE	2,252.00
T-MOBILE USA INC.	COMMUNICATIONS	1,526.16
TRANSWESTERN INS ADMIN	DENTAL / VISION INSURANCE	2,221.33
UNWIRED BROADBAND, INC.	COMMUNICATIONS	814.98
VESTIS	UNIFORMS, MATS, MOPS, TOWELS	1,574.20
WATER ENVIRONMENT FEDERATION	MEMBERSHIPS	399.00
MAS 200 Total Checks		**$231,329.27**

SELMA-KINGSBURG-FOWLER
COUNTY SANITATION DISTRICT
October 21, 2026
WARRANT LIST

ALVARO VILLA	CERTIFICATION FEE REIMBURSEMENT, MEMBERSHIP REIMBURSEMENT	377.00
AMARJEET GILL	DIRECTOR'S FEE	127.63
AMAZON CAPITAL SERVICES	INFORMATION SYSTEMS	149.76
APPLIED INDUSTRIAL TECH CA-LLC	EQUIPMENT MAINTENANCE	3,745.46
AT&T MOBILITY	COMMUNICATI0NS	104.78
BADGER METER INC.	EQUIPMENT MAINTENANCE	3,768.56
BSK ASSOCIATES	EXTERNAL LAB SERVICES	1,914.54
CALIFORNIA WATER SERVICE	WATER UTILITIES	58.09
CALPERS HEALTH	HEALTH INSURANCE	48,920.59
CINTAS CORPORATION NO.2	SAFETY SUPPLIES	73.09
CWEA	MEMBERSHIPS	1,036.00
CWEA CSJ SECTION	TRAVEL & TRAINING	120.00
DENISE ISAGUIRRE	TRAVEL & TRAINING REIMBURSEMENT	70.88
ENVIRONMENTAL RESOURCE ASSOC.	LABORATORY SUPPLIES	1,296.08
ERNEST C MENDES	DIRECTOR'S FEE	127.63
FRESNO OXYGEN/BARNES WELDING	EQUIPMENT MAINTENANCE	32.40
GAR BENNETT LLC	EQUIPMENT MAINTENANCE	67.59
GISELA ROSALES	AUTO MAINTENANCE	350.00
GOLDEN STATE MECHANICAL	BUILDING & GROUNDS MAINTENANCE	280.00
HEALTH METRICS, INC.	PROF.SERVICES - MED & SAFETY	975.00
HOME DEPOT CREDIT SERVICES	BUILDING & GROUNDS MAINTENANCE	457.93
JIMMIE AVALOS	DIRECTOR'S FEE	127.63
KINGSBURG, CITY OF	WATER UTILITIES	372.49
KRAMER, MATTHEW	CERTIFICATION FEE REIMBURSEMENT	232.00
LAURA NORTH	DIRECTOR'S FEE	127.63
LINDER EQUIPMENT CO.	AUTO MAINTENANCE	650.00
MICHAEL COLEY	BUILDING & GROUNDS MAINTENANCE	1,300.00
MID VALLEY DISPOSAL	WASTE UTILITIES	1,154.29
MKN	DISTRICT LIFT STATION R/R D3 NORTH ST. PRJCT	5,582.50
MORGAN BROTHERS INC	PEST CONTROL	155.00
N&S TRACTOR	EQUIPMENT MAINTENANCE	1,382.32
NAPA AUTO PARTS	AUTO AND EQUIPMENT MAINTNENANCE	964.19
NATHAN MAGSIG	DIRECTOR'S FEE	127.63
NELSON'S ACE HARDWARE	EQUIPMENT MAINTENANCE, BUILDING & GROUNDS MAINTENANCE	46.14
NEXTIVA INC.	COMMUNICATI0NS	144.71
NORTH AMERICAN BENEFITS CO	LIFE INSURANCE	397.62
PANICO EXCAVATION INC.	EFFLUENT LINE R&R PROJECT	564,067.85
PAPE KENWORTH	EQUIPMENT MAINTENANCE	6,257.15
PG&E	ELECTRIC UTILITIES	13,998.76
POWER BUSINESS TECHNOLOGY LLC	OFFICE SUPPLIES	10.94
PROFESSIONAL COMMUNICATIONS NETWORK	COMMUNICATI0NS	60.00
QUADIENT FINANCE USA, INC.	POSTAGE	36.00
QUADIENT LEASING USA, INC.	RENT & LEASE EQUIPMENT	136.55
RANDY CABALLERO	CERTIFICATION FEE REIMBURSEMENT	118.00
SALINAS, JOSE LUIS	WELLNESS PROGRAM REIMBURSEMENT	40.00
SCOUT SPECIALTIES INC.	SMALL TOOLS, EQUIPMENT MAINTENANCE, BUILDING & GROUNDS MAINTENANCE	390.20
SILVAS OIL CO. INC.	FUEL	3,267.60
STEINHAUER, KAREN	TRAVEL & TRAINING REIMBURSEMENT, LABORATORY SUPPLY REIMBURSEMENT	72.66
TELSTAR INSTRUMENTS, INC.	EQUIPMENT MAINTENANCE	3,424.00
THE GAS CO	GAS UTILITIES	66.15
THE SELMA BARN LLC	EQUIPMENT MAINTENANCE	49.99
TINT MASTER KINGSBURG	AUTO MAINTENANCE	425.00
TOSHIBA FINANCIAL SERVICES	RENT & LEASE EQUIPMENT	801.16
TRANSWESTERN INS ADMIN	DENTAL & VISION INSURANCE	2,787.04
VESTIS	UNIFORMS, MASTS,MOPS, TOWELS	659.63
MAS 200 Total Checks		**$673,485.84**

SELMA-KINGSBURG-FOWLER COUNTY SANITATION DISTRICT
WARRANT LIST & SALARY AND FRINGE BENEFIT EXPENDITURE SUMMARY
FOR THE MONTH ENDED OCTOBER 31, 2026

SERVICE AND SUPPLIES EXPENDITURES:

WARRANT LIST ENDING	10/7/2026	$	231,329.27
WARRANT LIST ENDING	10/21/2026	$	673,485.84
TOTAL SERVICE AND SUPPLIES EXPENDITURES		$	904,815.11

SALARIES, PERS, TAXES, & HEALTH INSURANCE EXPENDITURES

TOTAL SALARIES PERIOD ENDING:			
SALARIES	10/4/2026	$	115,078.42
EMPLOYER CONTRIBUTIONS (PERS)	10/4/2026	$	11,199.60
EMPLOYER TAXES	10/4/2026	$	1,500.83
HEALTH INSURANCE	10/4/2026	$	18,882.01
		$	146,660.86
TOTAL SALARIES PERIOD ENDING:			
SALARIES	10/18/2026	$	115,098.52
EMPLOYER CONTRIBUTIONS (PERS)	10/18/2026	$	11,220.87
EMPLOYER TAXES	10/18/2026	$	1,490.88
HEALTH INSURANCE	10/18/2026	$	18,882.01
		$	146,692.28
TOTAL SALARIES, PERS, TAXES, & HEALTH INSURANCE EXPENDITURES		$	293,353.15
	GRAND TOTAL	$	1,198,168.26

SKF COUNTY SANITATION DISTRICT
CASH ACTIVITY REPORT
Month: OCTOBER
Fiscal Year: 2026-27

Cash Account Description	End of Month Cash Balance June 30, 2026	End of Month Cash Balance October 31, 2026
Cash in Treasury: Operations & Maintenance	$ 5,779,434.59	$ 5,418,232.62
Cash in Bank: Operations & Maintenance	$ 170,759.07	$ 128,360.85
Cash in Bank: Payroll	$ 133,409.82	$ 133,119.50
Petty Cash	$ 700.00	$ 700.00
Total Operations & Maintenance	$ 6,084,303.48	$ 5,680,412.97
Cash in County Treasury:Expansion	$ 8,292,966.48	$ 9,173,550.92
Cash in County Treasury: R&R	$ 13,894,648.29	$ 13,146,485.54
Cash in County Treasury:Selma	$ 1,591,525.19	$ 1,528,418.71
Cash in County Treasury: Selma SWRCB Reserve	$ 287,803.18	$ 290,397.90
Total Selma	$ 1,879,328.37	$ 1,818,816.61
Cash in County Treasury:Kingsburg	$ 3,328,501.31	$ 3,336,246.71
Cash in County Treasury:Fowler	$ 1,838,019.30	$ 1,893,580.79
Total Cash Balance	$ 35,317,767.23	$ 35,049,093.54

MEMORANDUM
(November 12, 2026, Board Meeting)

To: S-K-F CSD Board of Directors
From: Veronica Cazares, General Manager
Date Prepared: October 30, 2026
Staff Report prepared by Vikkie Calderon, Administrative Services/HR Manager

Agenda Item: 4-D
Action: Motion

SUBJECT:
Consider adoption of the Amended Section 125 Premium Only Plan Agreement for Calendar Year 2027

RECOMMENDATION:
That the Board adopt Resolution No. 2026-26, A Resolution of the Selma-Kingsburg-Fowler County Sanitation District Board of Directors Adopting the Amended Section 125 Premium Only Plan Agreement for Calendar Year 2027.

EXECUTIVE SUMMARY:
The District has had a Section 125 Premium Only Plan since April 15, 2001. The POP was set up as an easy and cost-effective way to enhance employee benefits and decrease employer liability. It is written in the current MOU under Article XII (3), as follows:

3. *District Employee Cafeteria Plan Accounts*

The District will maintain a Section 125 qualifying Cafeteria Plan which shall provide for the following menu of benefits:

Balance of premiums for the District's sponsored CalPERS health plan
Dental insurance
Vision insurance

A benefit under the Cafeteria Plan is contingent upon an understanding that the benefit qualifies as a pre-tax benefit pursuant to State and Federal tax laws. If for any reason State or Federal law precludes one or more of the above listed benefits from the protection of a Section 125 Cafeteria Plan, the District may remove that benefit from the Plan in order to maintain the District's Cafeteria Plan as a Section 125 qualifying plan.

The Plan is offered to unrepresented employees as well.

Without a POP, an employee's pay is taxed and then insurance premiums are deducted from after-tax dollars. With a POP, an employee pays for premiums with pre-tax dollars, i.e., insurance premiums are taken out of the employee's pay before taxes. As a result, an employee's taxable income is less. When taxable income is less, federal and state income taxes are reduced and that means more take-home pay for the employee. Employers also save on the matching Medicare taxes.

The Plan has been amended to begin on January 1, 2027, and end on December 31, 2027. Attached is the Summary Plan Description and Adoption Agreement for 2027.

Resolution No. 2026-26 authorizes the General Manager to execute and deliver to the Plan Administrator, all required plan documents. The Plan Administrator will take such actions that are deemed necessary and proper in order to implement the amended Plan, and to set up adequate accounting and administrative procedures to provide benefits under the Plan. General Manager Veronica Cazares reviewed the plan documents and recommends that the Board adopt Resolution No. 2026-26, A Resolution of the Selma-Kingsburg-Fowler County Sanitation District Board of Directors Adopting the Amended Section 125 Premium Only Plan for Calendar Year 2027.

General Manager Cazares will notify the employees of the adoption of the amended Plan.

Attachments: (1) Resolution No. 2026-26 (2) Summary Plan Description Exhibit A

Agenda Item: 4-D
Action: Motion

RESOLUTION NO. 2026-26

RESOLUTION OF THE SELMA-KINGSBURG-FOWLER COUNTY SANITATION DISTRICT BOARD OF DIRECTORS ADOPTING THE AMENDED SECTION 125 PREMIUM ONLY PLAN AGREEMENT FOR CALENDAR YEAR 2027

WHEREAS, the Section 125 Premium Only Plan (POP) was originally effective on April 15, 2001, and has been updated in compliance with Internal Revenue Service regulations and the Affordable Care Act.

WHEREAS, Health Equity, Inc. is the POP Plan Administrator for Selma-Kingsburg-Fowler County Sanitation District.

WHEREAS, the POP was set up so employees can save taxes on health premiums paid through payroll deductions.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Selma-Kingsburg-Fowler County Sanitation District as follows:

SECTION 1. The Board hereby adopts the Amended Section 125 Premium Only Plan agreement effective January 1, 2027. Attached hereto as Exhibit A are Summary Plan Description, Adoption Agreement, and Election to Participate.

SECTION 2. The Board authorizes the General Manager to execute and deliver to the Plan Administrator all required plan documents.

SECTION 3. The Board directs Plan Administrator to take such actions that are deemed necessary and proper in order to implement the amended Plan, and to set up adequate accounting and administrative procedures to provide benefits under the Plan.

SECTION 4. The General Manager will notify the employees of the adoption of the amended Plan by delivering to each employee a copy of the summary description of the Plan in the form of the Summary Plan Description presented in this meeting, which is hereby approved.

CERTIFICATION

The foregoing Resolution was adopted on November 12, 2026, on a motion duly made, seconded, and approved by a unanimous vote as follows:

DIRECTOR MAGSIG _____

DIRECTOR NORTH _____

DIRECTOR AVALOS _____

VICE CHAIRWOMAN GILL _____

CHAIRMAN MENDES _____

WHEREUPON, the Chairman declared the foregoing Resolution No. 2026-26 adopted, and SO ORDERED.

_____
Veronica Cazares,
Secretary of the Board of Directors
SELMA-KINGSBURG-FOWLER
COUNTY SANITATION DISTRICT

Exhibit A

Summary Plan Description (2027)

For SELMA KINGSBURG FOWLER SANITATION DISTRICT

Section 125 Premium Only Plan

Plan Year Ending December 31, 2027

We are pleased to announce that we have updated the Premium Only Plan for you and other eligible employees. Under this program, you will be able to pay for employer-sponsored benefits (health plans, group-term life insurance for yourself, Health Savings Accounts, etc., as applicable based on the insurance coverages or other allowable benefits your Employer offers under the Plan) with a portion of your pay before federal income or Social Security taxes, if applicable are withheld. This means that you will pay less tax and have more money to spend and save.

Read this Summary Plan Description (SPD) carefully so that you understand the provisions of our Plan and the benefits you will receive. This SPD describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language. If the non-technical language in this SPD and the technical, legal language of the Plan document conflict, the Plan document always governs. Also, if there is a conflict between an insurance contract and either the Plan document or this Summary Plan Description, the insurance contract will control. If you wish to receive a copy of the legal Plan document, please contact the Administrator.

This SPD describes the current provisions of the Plan which are designed to comply with applicable legal requirements. The Plan is subject to federal laws, such as the Internal Revenue Code and other federal and state laws which may affect your rights. The provisions of the Plan are subject to revision due to a change in laws or due to pronouncements by the Internal Revenue Service (IRS) or other federal agencies. We may also amend or terminate this Plan. If the provisions of the Plan that are described in this SPD change, we will notify you.

We have attempted to answer most of the questions you may have regarding your benefits in the Plan. If this SPD does not answer all of your questions, please contact the Administrator (or other plan representative). The name and address of the Administrator can be found in the Article of this SPD entitled "General Information about the Plan."

Overview:

This section contains general information, which you may need to know about the SELMA KINGSBURG FOWLER SANITATION DISTRICT Premium Only Plan.

General Information:

1. SELMA KINGSBURG FOWLER SANITATION DISTRICT Premium Only Plan is the name of the Plan.
2. The provisions of your Amended Plan became effective on January 1, 2027. Your Plan was originally effective on April 15, 2001 which is called the Effective Date of the Plan.
3. Your Plan’s records are maintained over a twelve-month period. This is known as the Plan Year. The amended plan year begins on January 1, 2027 and ends on December 31, 2027. Future plan years will be based on the same twelve-month period beginning each **January 1** and ending each **December 31**.
4. Your Employer has assigned Plan Number 520 to your Plan.
5. This Plan is unfunded, meaning it is not otherwise provided under a separate trust arrangement or fully-insured insurance arrangement.

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Employer Information:

Your Employer's name, address, business telephone number, and tax identification number are:

SELMA KINGSBURG FOWLER SANITATION DISTRICT
11301 E. CONEJO AVE.,PO BOX 158
KINGSBURG, CA 93631
Telephone: (559) 897-6500
Federal Employer I.D. Number: 94-2163522

Plan Administrator Information:

The name, address, business telephone number, and tax identification number of your Plan's Administrator are:

SELMA KINGSBURG FOWLER SANITATION DISTRICT
11301 E. CONEJO AVE.,PO BOX 158
KINGSBURG, CA 93631
Telephone: (559) 897-6500
Federal Employer I.D. Number: 94-2163522

The Administrator keeps the records for the Plan and is responsible for the administration of the Plan. The Administrator will also answer any questions you may have about our Plan. You may contact the Administrator for any further information about the Plan.

Service of Legal Process

The name and address of the Plan's agent for service of legal process are:

SELMA KINGSBURG FOWLER SANITATION DISTRICT
11301 E. CONEJO AVE.,PO BOX 158
KINGSBURG, CA 93631
Telephone: (559) 897-6500
Federal Employer I.D. Number: 94-2163522

Type of Administration

The type of administration is Insurer Administration.

Unless the Plan provides otherwise, the Administrator keeps the records for the Plan and is responsible for the administration and interpretation of the Plan. The Administrator will also answer any questions you may have about the Plan.

1. How Does This Plan Operate?

Before the start of each Plan Year, you will be able to elect to have some of your future salary or other compensation amount contributed to the Plan in lieu of receiving those amounts in cash (i.e., your future salary or other compensation will be automatically reduced by the amount elected as a contribution to the Plan). The money contributed will be used to pay for benefits you have elected based on the options sponsored by your Employer (and as identified on your "Election to Participate" form). The portion of your pay that is contributed to pay for the benefits provided for under the Plan is not subject to Federal income or Social Security taxes. In other words, the Plan allows you to use tax-free dollars to pay for insurance coverage, premium amounts, or other allowable plan contributions or expenses which you normally pay for with out-of-pocket, taxable dollars.

2. What Happens to Contributions Made to the Plan?

Before each Plan Year begins, you will select the benefits or programs you desire to pay for through the Plan with your own pre-tax contributions. Then, during each pay period during that next Plan Year, the contributions deducted from your paycheck will be used to pay your portion of your employer-sponsored benefit coverage (health plan, life insurance, Health Savings Account contributions, etc.). With the exception of HSA contributions that remain available for your use under terms established under your HSA arrangement, any other contribution amounts that are not used during a Plan Year to provide insurance

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benefits will be forfeited and may not be paid to you in cash or used to provide benefits specifically for you in a later Plan year.

3. When Must I Decide Whether to Participate?

You are required by Federal law to decide whether you want to pay premiums through the Plan before the Plan Year begins. This is called the "election period." If for some reason you do not complete an election to participate in the Plan during that Plan Year, you will be considered to have elected not to participate in the Plan for that Plan Year, and, therefore, you will receive the full amount of your salary or other compensation without reduction for Benefits provided hereunder, or any reduction on applicable employment tax costs.

4. When is the "Election Period" for Our Plan?

Your election period will start on the date you first meet the "eligibility requirements" and end 30 days after your "entry date." Then, for each following Plan Year, the election period is established by the Administrator and applied uniformly to all participants. It will normally be a period of time prior to the beginning of each Plan Year. The Administrator will inform you each year about the election period.

5. May I Change My Elections During the Plan Year?

Generally, you cannot change the elections you have made after the beginning of the Plan Year. However, there are certain limited situations when you can change your elections. You are permitted to change elections if you have a "change in status" and you make an election change that is consistent with the "change in status." Currently, Federal law considers the following events to be "changes in status":

- Marriage, divorce, death of a spouse, legal separation or annulment;
- Change in the number of dependents, including birth, adoption, placement for adoption, or death of a dependent;
- Any of the following events for you, your spouse or dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, a change in worksite, or any other change in employment status that affects eligibility for benefits;
- One of your dependents satisfies or ceases to satisfy the requirements for coverage due to change in age, student status, or any similar circumstance, including a change to cover adult children who have not attained age 27 as of the end of the taxable year; and
- A change in the place of residence of you, your spouse or dependent.

There are detailed rules on when a change in election is deemed to be consistent with a "change in status." In addition, there are laws that give you rights to change accident and health coverage for you, your spouse, or your dependents. If you change coverage due to rights you have under the law, then you can make a corresponding change in your elections under the Plan. If any of these conditions apply to you, you should contact the Administrator.

If the cost of a benefit provided under the Plan increases or decreases during a Plan Year, then we will automatically increase or decrease, as the case may be, your salary redirection election. If the cost increases significantly, you will be permitted to either make corresponding changes in your payments or revoke your election and obtain coverage under another benefit package option with similar coverage, or revoke your election entirely.

If the coverage under a Benefit is significantly curtailed, and such curtailment results in a loss of coverage, or ceases during a Plan Year, then you may revoke your elections and elect to receive, on a prospective basis, coverage under another plan with similar coverage. In addition, if we add a new coverage option or eliminate an existing option, or significantly improve an existing option, you may elect the newly added or improved option (or elect another option if an option has been eliminated) and make corresponding election changes to other options providing similar coverage. If you are not a Participant, you may elect to join the Plan. There are also certain situations when you may be able to change your elections on account of a change under the plan of your spouse's, former spouse's or dependent's employer.

If you elected to salary reduce through your Employer's Premium Only Plan for accident and health plan coverage, you are allowed to prospectively revoke or change your election with respect to the accident or

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health plan to begin participation during open enrollment or a Special Enrollment Period, such as marriage or addition of dependent, of a Marketplace Qualified Health Plan (QHP). The new coverage in the QHP must be effective no later than the day immediately following the last day of the original coverage that is revoked.

If you elected to salary reduce through your Employer's Premium Only Plan for accident and health plan coverage, and you moved from full-time status (at least 30 hours of service per week), to part-time status (less than 30 hours of service per week), even if the reduction in hours does not result in you ceasing to be eligible under the group health plan, you are allowed to prospectively revoke or change your election with respect to the accident or health plan and seek coverage in another plan that provides minimum essential coverage. The new coverage must be effective no later than the first day of the second month following the month that includes the date the original coverage is revoked.

In addition, a change in compensation or a financial "hardship" is not a reason to change your election amount.

If you have declined enrollment in the Plan for you or your dependents (including a spouse) because of coverage under Medicaid or the Children's Health Insurance Program (SCHIP), there may be a right to enroll in this Plan if there is a loss of eligibility for the government-provided coverage. However, a request for enrollment must be made within 60 days after the government-provided coverage ends.

In addition, if you declined enrollment in the Plan for you or your dependents (including spouse), and later become eligible for state assistance through a Medicaid or Children's Health Insurance Program which provides help with paying for Plan coverage, then there may be a right to enroll in this Plan. However, a request for enrollment must be made within 60 days after the determination of eligibility for the state assistance.

The Plan may permit you to make a prospective election change that is on account of and corresponds with a change made under a spouse's or dependent's employer plan if the election for a period of coverage for this Plan is different from the period of coverage (open enrollment) under the other cafeteria plan or qualified benefits plan.

However, with respect to the Health Savings Account, you may modify or revoke your elections without having to have a change in status.

6. May I Make New Elections in Future Plan Years?

Yes, you may. For each new Plan Year, you may change the elections that you previously made. You may also choose not to participate in the Plan for the upcoming Plan Year. If you do not make new elections during the "election period" before a new Plan Year begins, we will consider that to mean you have elected not to participate for the upcoming Plan Year. New elections must be made during the "election period" prior to the beginning of each Plan Year. However, any Eligible Employee who was a Participant in the Plan prior to the date this Plan update became effective shall continue to be eligible to participate in the Plan unless some other termination event has occurred in the interim.

7. What Insurance Coverage May I Purchase?

Under our Plan, you can choose to receive your entire compensation or use a portion to pay premiums on a pre-tax basis for any one or more health insurance, disability insurance, or group-term life insurance policies that we decide to offer through the Plan. However, you should note that if disability insurance is paid for on a pre-tax basis, any benefits you receive under your disability insurance policy may be taxable. You should contact your own tax advisor or accountant to determine the most appropriate election for these coverages under the Plan.

Certain limits may apply on the amount of coverage that we obtain on your behalf. The insurance contracts will normally control.

Your Employer may terminate or modify Plan benefits at any time, subject to the provisions of any insurance contracts providing benefits described above. We will not be liable to you if an insurance company fails to provide any of the benefits described above. Also, your insurance will end when you leave employment,

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are no longer eligible under the terms of any insurance policies, or when insurance coverage terminates.

Any benefits to be provided by insurance will be provided only after (1) you have provided the Administrator the necessary information to apply for insurance, and (2) the insurance is in effect for you.

If you cover your children up to age 26 under your insurance, you can pay for that coverage through the Plan.

However, for group-term life insurance policies, employees may not pay premiums that cover spouses or dependents on a pre-tax basis, even if the amount is *de minimis*.

8. Will My Social Security Benefits Be Affected?

Your Social Security benefits may be slightly reduced, because when you receive tax-free benefits under our Plan, it reduces the amount of contributions that you make to the Federal Social Security system as well as our contribution to Social Security on your behalf.

9. What if I take a Family or Medical Leave?

If you take an unpaid leave under the Family and Medical Leave Act (FMLA), you may revoke or change your existing elections for health insurance and participate in annual enrollment. If your coverage in these benefits terminates, due to your revocation of the benefit while on leave or due to your non-payment of contributions, you must reinstate coverage for the remaining portion of the Plan Year upon your return.

Your employer may choose to continue coverage on your behalf during your FMLA leave. Your employer will arrange a schedule for you to "catch up" your payments when you return.

If you continue your coverage during your unpaid leave, you may pre-pay for the coverage through payroll deduction prior to the start of your leave provided such payroll deduction is for benefits within the remaining portion of the plan year, you may pay for your coverage on an after-tax basis while you are on leave, or you and your Employer may arrange a schedule for you to "catch up" your payments when you return.

If you take a paid leave under the Family and Medical Leave Act, you may participate in annual enrollment, and you will be required to continue coverage while on FMLA, your share of the premiums being paid by the method normally used during any paid leave.

In all instances, a paid or unpaid leave under FMLA will be treated in the same manner and consistent with a non-FMLA paid or unpaid leave.

10. Do Limitations Apply to Highly Compensated Employees?

Under the Internal Revenue Code, "highly compensated employees" and "key employees" generally are Participants who are officers, shareholders or highly paid. You will be notified by the Administrator each Plan Year whether you are a "highly compensated employee" or a "key employee".

If you are within these categories, the amount of contributions and benefits for you may be limited so that the Plan as a whole does not unfairly favor those who are highly paid, their spouses or their dependents. These provisions are also applicable if your Employer makes Employer contributions through the Plan on your behalf.

Your own circumstances will dictate whether contribution limitations on "highly compensated employees" or "key employees" will apply. You will be notified of these limitations if you are affected.

11. What Happens If I Terminate Employment?

If you leave our employ during the Plan Year, you will remain covered by insurance, but only for the period for which premiums have been paid prior to your termination of employment. Any amounts that are not used during a Plan Year to provide benefits will be forfeited and may not be paid to you in cash or used to provide benefits specifically for you in a later Plan Year.

If you are enrolled in a Health Savings Account and are making contributions through the Plan, any unused amounts within your HSA will continue to be available to you for withdrawal to pay qualified expenses on a tax-free basis, or may be distributed to you, subject to applicable IRS guidelines or the terms of your HSA account. You should contact the HSA Trustee to discuss any questions regarding any rights you may have to unused amounts held in your Health Savings Account at termination.

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12. What is a Health Savings Account?

In addition to the Premium Only Plan, described above, this Plan also may provide for contributions (via payroll deduction) to be made by you on a pre-tax basis to a "Health Savings Account" (also referred to as an "HSA Program"). The HSA is a new type of account that enables those who elect to participate in this program to pay eligible HSA Medical Expenses or allow distribution of remaining balances for other qualifying purposes. The HSA Program, if applicable, is separately provided and administered through an HSA Trustee or similar custodial account. Your Employer's election to enable you to make contributions to the HSA Program merely provides the opportunity for you to contribute such amounts through this Plan on a pre-tax basis.

In general, unless otherwise excluded from participation, all Participants under the Premium Only Plan are eligible to receive benefits under this HSA Program, as long as they are otherwise eligible to participate in the Premium Only Plan. Enrollment and termination conditions in the Premium Only Plan shall generally constitute enrollment and termination of participation under this HSA Program as well. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Premium Only Plan; if your Employer elects to allow you to make contributions through this Plan to your HSA plan, you elect the amount to have withdrawn from your salary in the same manner as otherwise set forth above. Your employer may also elect to contribute employer contribution amounts to your HSA plan, on a discretionary basis, and in accordance with the Plan's general limitations on the allowability for employer contributions overall (NOTE: you should contact the HSA Trustee for any other questions you may have about eligibility to establish or participate in an HSA, what benefits may be received through participation in such program and how contributed HSA amounts are used to pay for qualifying expenses under their program).

Once eligible and elected, the Administrator will establish a Health Savings Account for each person who elects to apply contributed amounts to the HSA Program established or provided by your HSA Trustee. (NOTE: you should contact the HSA Trustee for more information about the amount you may contribute each year. Your HSA Trustee will provide more information to you regarding the requirements for participation in the HSA program and the benefits you are entitled to hereunder. To the extent of any conflict between the terms of this Plan and the HSA program to which you are participating in, to the extent of your HSA, the terms of your HSA would control.) We are not responsible for the decisions and operations of the HSA Trustee in the administration of your HSA.

13. Qualified Medical Child Support Order

A medical child support order is a judgment, decree or order (including approval of a property settlement) made under state law that provides for child support or health coverage for the child of a participant. The child becomes an "alternate recipient" and can receive benefits under the health plans of the Employer, if the order is determined to be "qualified." You may obtain, without charge, a copy of the procedures governing the determination of qualified medical child support orders from the Plan Administrator.

14. Summary

The money you earn is important to you and your family. You need it to pay your bills, enjoy recreational activities and save for the future. Our premium benefits plan will help you keep more of the money you earn by lowering the amount of taxes you pay. The Plan is the result of our continuing efforts to find ways to help you get the most for your earnings.

If you have any questions, please contact the Administrator.

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Adoption Agreement (2027)

For SELMA KINGSBURG FOWLER SANITATION DISTRICT

Section 125 Premium Only Plan

The undersigned Employer amends the Premium Only Plan for those Employees who shall qualify as Participants hereunder. It shall be effective as of the date specified below. The Employer hereby selects the following Plan specifications:

1. **Name of Employer: SELMA KINGSBURG FOWLER SANITATION DISTRICT**
2. **Effective Date:** This Amended Premium Only Plan shall be effective as of **January 1, 2027**.
3. **Effective Date of Original Plan:** This Premium Only Plan was originally effective **April 15, 2001**.
4. **Plan Year:** The Amended Plan year shall begin on **January 1, 2027**, and end on **December 31, 2027**. Future plan years will be based on the same twelve-month period beginning each **January 1** and ending each **December 31**.
5. **Plan number: 520**
6. **Employer's Principal Office:** This Premium Only Plan shall be governed under the laws of the:
   a. (X) State of California
   b. ( ) Commonwealth of
7. **Benefits:** All the benefits listed below are included in this plan whether or not you currently offer them:

   - **Health Insurance and Voluntary Plans**. Premiums that are payroll deducted on a pre-tax basis may include low-deductible or high-deductible medical insurance, dental insurance, vision care, critical illness insurance, accidental death/dismemberment (ADD) insurance, hospital indemnity and/or cancer insurance. Individually-owned insurance policy premiums may not be paid with pre-tax dollars through the Premium Only Plan.
   - **Group-Term Life Insurance up to $50,000.** The $50,000 limit must include any employer-provided group-term life insurance coverage. For example, if the employer provides $20,000 of group-term life insurance for employees, then participants in the POP can payroll deduct premiums on a pre-tax basis for up to $30,000 of additional coverage. However, employees may not pay premiums that cover spouses or dependents on a pre-tax basis, even if the amount is de minimis.
   - **Disability Plan.** Short-term and long-term disability policies. If payroll deducted on a pre-tax basis, any future benefits received will be taxable to the employee.
   - **Health Savings Account (HSA).** Allows employees to make contributions by pre-tax payroll deduction to their individually-owned HSA. Employers may also make contributions to the employee's HSA plan on each employee's behalf, in the manner set forth in the Plan.

by_____
SELMA KINGSBURG FOWLER
SANITATION DISTRICT

AFFILIATES:NONE

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Election to Participate

For SELMA KINGSBURG FOWLER SANITATION DISTRICT
Section 125 Premium Only Plan
Plan Year January 1, 2027 through December 31, 2027

Employee Name: _____

As an eligible employee in the above plan, I acknowledge that I have received the Summary Plan Description. I have read the Summary Plan Description and understand the benefits available to me as well as the other rights and obligations which I have under the Plan.

In accordance with my rights under the Plan, I elect the following benefits I have selected for the plan year specified above. The Employer and I agree that my cash compensation will be redirected by the amounts set forth below for each pay period and plan year (or during such portion of the year as remains after the date of this agreement).

On the appropriate benefit enrollment form(s), I have enrolled for certain insurance coverage(s). I elect to receive the following coverage under the Premium Only Plan:

- **Health Insurance Plans**
- **Group-Term Life Insurance**
- **Disability Plans.** If paid for on a pre-tax basis, any future benefits received will be taxable to the employee.
- **Health Savings Account (HSA).** Allows you to make contributions through payroll deduction to your individual HSA plan with pre-tax dollars. The amount contributed shall be established on a separate HSA application form provided by my HSA Trustee, if applicable.

I understand that:

- In lieu of specific dollar amounts, I hereby elect the above specified insurance coverage(s) and authorize salary redirections in the amounts of current premiums being charged.
- If my required contributions to pay premiums for the elected benefits are increased or decreased while this agreement remains in effect, my compensation redirection will automatically be adjusted to reflect that increase or decrease.
- I cannot change or revoke any of my elections or this compensation redirection agreement at any time during the Plan Year (with the exception of the HSA) unless I have a "change in status" and the election change is consistent with the "change in status." This means: marriage, divorce, death of a spouse or child, birth or adoption of a child, termination or commencement of employment of a spouse, change in my or my spouse's employment status from full-time to part-time or from part-time to full-time, my spouse or me taking an unpaid leave of absence, a substantial change in my family's health coverage due to a change in my spouse's employer-sponsored health coverage, Marketplace open enrollment or such other events as the Plan Administrator determines will permit a change or revocation of an election.
- You may also change your election during open enrollment and Special Enrollment Periods of a Marketplace Qualified Health Plan (QHP) and if you are moved from full-time status (at least 30 hours of service per week) to part-time status (less than 30 hours per week), even if the reduction in hours does not result in your ceasing to be eligible under the group health plan; and you seek coverage in another plan that provides minimum essential coverage.
- The Plan Administrator may redirect or cancel my compensation redirection or otherwise modify this agreement in the event he believes it advisable in order to satisfy certain provisions of the Internal Revenue Code.
- The redirection in my cash compensation under this agreement shall be in addition to any reductions under other agreements or benefit programs maintained by my Employer.
- Any amounts that are not used during a Plan Year to provide benefits will be forfeited and may not be paid to me in cash or used to provide benefits specifically for me in a later Plan Year. Contributions to my HSA are not subject to forfeiture.
- Prior to the first day of each Plan Year, I will be offered the opportunity to change my benefit elections for the following Plan Year. If I do not complete and return a new election form at that time, I will be treated as having not elected to continue my benefit elections for the new Plan Year.
- If disability insurance is paid for on a pre-tax basis, any benefits I receive may be taxable.
- Upon retirement, my Social Security benefits may be slightly reduced.

This Agreement is subject to the terms of the Employer's Premium Only Plan, as amended from time to time in effect, shall be governed by and construed in accordance with applicable laws, shall take effect as a sealed instrument under applicable laws, and revokes any prior election and compensation redirection agreement relating to such Plan.

By _____ Date _____

Employee's signature

Accepted and agreed to by the Employer's Authorized Representative

By _____ Date _____

Administrator's signature

Election NOT to Participate

For SELMA KINGSBURG FOWLER SANITATION DISTRICT
Section 125 Premium Only Plan
Plan Year January 1, 2027 through December 31, 2027

Employee Name: _____

I understand all the benefit options available under the Premium Only Plan.

I elect NOT to participate in the Premium Only Plan and instead to receive my full compensation in cash. You will receive the full amount of your salary or other compensation without reduction for benefits available, or any reduction on applicable employment tax costs.

As an eligible employee in the above plan, I acknowledge that I have received the Summary Plan Description. I have read the Summary Plan Description and understand the benefits available to me as well as the other rights and obligations which I have under the Plan.

I understand that:

- I cannot change or revoke any of my elections or this compensation redirection agreement at any time during the Plan Year (with the exception of the HSA) unless I have a "change in status" and the election change is consistent with the "change in status", (including marriage, divorce, death of a spouse or child, birth or adoption of a child, termination or commencement of employment of a spouse, change in my or my spouse's employment status from full-time to part-time or from part-time to full-time, my spouse or I taking an unpaid leave of absence, a substantial change in my family's health coverage due to a change in my spouse's employer-sponsored health coverage, Marketplace open enrollment or such other events as the Plan Administrator determines will permit a change or revocation of an election).
- Prior to each Plan Year I will be offered the opportunity to change my benefit election for the following Plan Year. If I do not complete and return a new election form at that time, I will be treated as having elected to continue my election to receive full cash compensation in effect for the new Plan Year.

By _____ Date _____
Employee's signature

Accepted and agreed to by the Employer's Authorized Representative.

By _____ Date _____
Administrator's signature

MEMORANDUM
(November 12, 2026, Board Meeting)

To: S-K-F CSD Board of Directors
From: Veronica Cazares, General Manager
Date Prepared: November 2, 2026

Agenda Item: 6-A
Action: Motion

SUBJECT:
Consider An Ordinance Repealing and Replacing Ordinance No. 2014-02; Establishing Procurement Procedures for (1) Purchasing of Supplies, Equipment, and Services and for (2) Bidding Procedures for Public Projects; Affirming the Adoption of The Uniform Public Construction Cost Accounting Act and Alternative Bidding Procedures; and Repealing Ordinance No's. 2014-02 and 2017-01

RECOMMENDATION:
That the Board introduce and waive the full reading of Ordinance No. 2026-01 "An Ordinance of The Board of Directors of Selma-Kingsburg-Fowler County Sanitation District Repealing and Replacing Ordinance No. 2014-02; Establishing Procurement Procedures for (1) Purchasing of Supplies, Equipment, and Services and for (2) Bidding Procedures for Public Projects; Affirming the Adoption of The Uniform Public Construction Cost Accounting Act and Alternative Bidding Procedures; and Repealing Ordinance No's. 2014-02 and 2017-01."

EXECUTIVE SUMMARY
The purpose of this Purchasing Ordinance is to establish efficient procedures for the purchase of supplies, equipment and services at the lowest possible cost commensurate with quality needed, to exercise positive financial control over purchases, to define purchasing authority, and to assure the quality of purchases.

The District adopted the current Purchasing Ordinance in 2014. The proposed ordinance supersedes that ordinance and related ordinances 2014-02 and 2017-01. The ordinance establishes legal thresholds for purchases to conform with State law, enhances the efficiency of the District's purchasing procedures and reflects contemporary purchasing guidelines. While retaining the basic framework of the current ordinance, enhances the efficiency of the District's purchasing procedures and reflects contemporary purchasing guidelines. It provides clearer distinctions for the procurement of goods and materials, public works construction projects and Requests for Proposals/Qualifications.

The basic framework for the proposed ordinance is the same as the current one. However, we have updated the various sections so that they are clearer. For example, thresholds for the purchase of goods and supplies are very different than thresholds for public contracts. The ordinance has been crafted so that staff can more easily navigate the procedures for the different kinds of contracts. For example, an emergency purchase of equipment is different than for awarding an emergency construction contract. The monetary thresholds have been updated to conform to state law. Another example is the use of RFPs in that State law mandates that RFPs

be used for certain services but not others. The proposed ordinance clarifies such instances. The proposed ordinance also updates provisions for procurement through cooperative agreements. Finally, the proposed ordinance increases the General Manager's expenditure authority to $60,000.

In summary, the proposed ordinance creates a more efficient procurement process and helps to facilitate fairness, objectivity, accountability and transparency in purchasing. At the same time, the ordinance strives to make sure the District obtains high-quality equipment, goods and services at a cost that provides the best value to the District and encourage competition among bidders and proposers.

This ordinance will also consolidate Ordinances 2014-02 and 2017-01 into one purchasing policy.

Attachments: (1) Ordinance No. 2026-01.

ORDINANCE NO. 2026-02

AN ORDINANCE OF THE BOARD OF DIRECTORS OF SELMA-KINGSBURG-FOWLER COUNTY SANITATION DISTRICT REPEALING AND REPLACING ORDINANCE NOS. 2014-02 AND 2017-01; ESTABLISHING PROCUREMENT PROCEDURES FOR (1) PURCHASING OF SUPPLIES, EQUIPMENT, AND SERVICES FOR (2) BIDDING PROCEDURES FOR PUBLIC PROJECTS, AND FOR REQUESTS FOR PROPOSALS; AND AFFIRMING THE ADOPTION OF THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT AND ALTERNATIVE BIDDING PROCEDURES.

The Board of Directors of the Selma-Kingsburg-Fowler County Sanitation District, Fresno County, California, ordains as follows:

SECTION 1. Ordinance Nos. 2014-02 and 2017 are hereby repealed and replaced by this Ordinance.

SECTION 2. PURPOSE AND IMPLEMENTATION

A. Title. This ordinance shall be known as the SKF Purchasing Ordinance. The purpose of this Purchasing Ordinance is to establish efficient procedures for the purchase of supplies, equipment and services at the lowest possible cost commensurate with quality needed, to exercise positive financial control over purchases, to define purchasing authority, and to assure the quality of purchases.

B. Authority. The adoption of this Purchasing Ordinance is intended to meet the requirements of state law including but not limited to the following: (i) Government Code Sections 54201 to 54205 regarding the purchase of supplies and equipment; (ii) Public Contract Code Sections 20780 to 20784 regarding public works construction projects; (iii) Public Contracts Code Sections 22000 to 22045 regarding the Uniform Construction Cost Accounting Procedures; (iv) Government Code Section 4526 regarding professional services; (v) Government Code Sections 4529.10 and 4529.12 regarding architectural and engineering services, (vi) Labor Code requirements for prevailing wages; and (vii) other applicable state laws.

C. Superseding Procurement Requirements. The procurement requirements under this purchasing ordinance shall be followed. However, in the event stricter procurements are required by state or federal law or by a state or federal funding source, those requirements shall be met to ensure funding compliance.

SECTION 3. EXPENDITURE AUTHORITY

Purchase and contract expenditures must be authorized in the District's annual budget or pursuant to amendment to the annual budget approved by the Board of Directors. Purchases and contracts of less than $60,000 may be approved and executed by the General Manager unless the Board expressly reserves approval on a particular purchase or contract. If the amount of a purchase or contract is $60,001 or more, the contract shall be awarded by the Board of Directors and executed as authorized by the Board.

Section 4. PURCHASES AND CONTRACTS THAT ARE NOT PUBLIC PROJECTS

A. Procedures for Specific Amounts.

The following procedures shall be followed when purchasing or leasing materials, supplies, equipment or services:

1. $0 to $1,000 - The General Manager shall ensure that the District pays fair prices and receives commensurate value for amounts expended.

2. $1,001 - to $10,000 - Price quotes must be solicited, either verbally or in writing, from a minimum of three vendors, if available. The low price quote must be confirmed in writing.

3. $10,001 to $75,000 - Written specifications describing the delivery schedule, materials, supplies, equipment or services must be prepared. Price quotes must be solicited in writing from a minimum of three vendors, if available. The low-price quote must be confirmed in writing.

4. $75,001 or higher - Informal bidding requirements which will include: (i) written specifications describing the delivery schedule, materials, supplies, and equipment; (ii) a notice shall be mailed at least 10 days before bid opening; and (iii) posted notice on District's website.

B. Purchase Order or Contract Required.

Purchases of supplies, equipment, and services shall be made only by written purchase order or contract.

C. Emergency Purchases and Contracts for Non-Public Works Contracts.

In the case of an emergency, the General Manager may make purchases and execute contracts without following the foregoing requirements provided that the purchase is of an urgent nature, directly and immediately required by the emergency. An emergency is defined as a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent and mitigate the loss or impairment of life, health, property, or essential public services. The General Manager shall provide a written report to the Board with a copy of any contract or invoice within seven days or at the next regularly scheduled meeting of the Board, whichever occurs first. The report shall detail the emergency and reasons justifying the action taken together with an itemized account of all expenditures.

SECTION 5. PROCEDURES FOR PUBLIC PROJECTS

A. Affirmance of Adoption of Uniform Public Construction Cost Accounting Act.

The Board hereby affirms its prior election under Ordinance No. 2014-02 to adopt the California Uniform Public Construction Cost Accounting Act (California Public Contract Code § 22000 *et seq.)* for the purpose of prescribing regulations governing contracts awarded by the District for public projects. However, nothing contained herein shall preclude the District from utilizing more restrictive procedures if and when required by federal or state law, or when federal or state funds are involved in the contract to be awarded and the funding agency requires more restrictive procedures.

B. Definition of Terms.

As used in this section, the words, terms and phrases shall have the following meanings, as defined in Section 22002 of the Public Contract Code, unless otherwise apparent from the context:

1. "Facility" means any plant, building, structure, ground facility, real property, street, highway or other public work improvement.

2. "Maintenance Work" includes all of the following:

a. Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes.

b. Minor repainting.

c. Resurfacing of streets and highways at less than one inch.

d. Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.

3. "Public Project" means any of the following:

a. Construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility.

b. Painting or repainting any publicly owned, leased, or operated facility.

c. Public project does not include maintenance work as defined above

d. Furnishing supplies or materials for any such project, including repair of streets or sewers.

C. Dollar Amount of Public Project Determines Process to be Used.

The dollar amount thresholds provided in this section shall automatically adjust upon the effectiveness of any adjustment notification by the State Controller in accordance with Public Contract Code Section 22020, without the necessity of amending this section or any subdivision herein to reflect any such adjustment.

1. Public projects of seventy-five thousand dollars ($75,000.00) or less may be performed by District employees by force account, by negotiated contract, or by purchase order. The contract or purchase order for contracts over $75,000 shall be awarded by the Board and signed by the General Manager.

2. Public projects of two hundred and twenty thousand dollars ($220,000) or less may be awarded by contract that follow informal bidding procedures as set forth in this subsection D except for contracts that are $75,000 or less per C.1 above.

3. Public projects of more than two hundred and twenty thousand dollars ($220,000) shall, except as otherwise provided in this section, be awarded by contract that follow formal bidding procedures as set forth in subsection D.

D. Procedures to Be Used for Contracts Regarding Public Projects.

1. *Written specifications.* Public works projects which come within the dollar amount set forth in section C(l) above are subject to written specifications describing the delivery schedule, materials, supplies, equipment and services. Price quotes must be solicited in writing from a minimum of three vendors, if available. The low price quote must be confirmed in writing.

2. *Informal bidding procedures*. Public Works project which are subject to the informal bidding procedures as set forth in section (C)(2) above shall be awarded to the lowest responsive and responsible bidder in accordance with the Uniform Construction Cost Accounting Act, Section 22032 et seq. of the Public Contract Code, as follows:

a. Contractors List. A list of qualified contractors shall be developed and maintained in accordance with the provisions of Section 22034 of the Public Contract Code and criteria promulgated from time to time by the California Uniform Construction Cost Accounting Commission.

b. Notice Inviting Informal Bids. A notice inviting informal bids shall be prepared, which shall describe the project in general terms, describe how to obtain more detailed information about the project, and state the time and place for the submission of bids. The notice shall be mailed not less than ten (10) days before bids are due to either all the contractors on the Contractors List for the category of work to be bid, or to all construction trade journals specified in the California Public Contract Code Section 22036, or both, unless the product or service delivery is proprietary. The Notice shall specify that bids must be received in written form and that bids must be received by mail, courier, hand-delivery or email.

c. The informal bids for public projects shall be awarded to the lowest responsive and responsible bidder. Contracts will be awarded by the Board and signed by the General Manager.

d. If all bids received are in excess of two hundred twenty thousand dollars ($220,000), the Board may, by adoption of a resolution of four-fifths vote, award the contract, at two hundred twenty five thousand dollars ($225,000) or less, to the lowest responsive and responsible bidder, if it determines the cost estimate of the public agency was reasonable.

3. *Formal bidding procedures.* Public work projects which are subject to formal bidding procedures as set forth in section (C)(3), above, shall be awarded to the lowest responsive and responsible bidder in accordance with, but not limited to, the following procedures:

a. Preparation of a notice inviting bids including bid specifications, bid security, and setting of the time and place for receiving and opening of sealed Instructions to bidders identifying the contract documents to be considered, the availability of information, and scheduled pre-bid meetings, bid protest procedures, and any other procedures to be followed for bids to be considered.

b. Publication of notice inviting bids shall be at least fourteen (14) days prior to bid opening. Notice shall be published at least twice, not less than five days apart, in a newspaper of general circulation or otherwise comply with the requirements of Public Contract Code Section 22037. It shall also be sent electronically, if available, and mailed to all construction trade journals specified in Section 22036, at least fifteen days prior to bid opening;

c. The submission of sealed bids;

d. A public bid opening;

e. Award to the lowest, responsive and responsible bidder;

f. District reservation in notice inviting bids of the right to reject any or all bids;

g. Award and execution of a written contract;
h. Bid security;
i. Performance and payment bonds; and
j. Reference to applicable state or federally funded project requirements; and
k. Listing of subcontractors.

E. Authority to Prepare and Issue Notice Inviting Bids.

The General Manager or his or her designee is authorized to prepare and issue notices inviting bids and to establish such additional bidding procedures as are not inconsistent with those stated herein.

F. Prohibition against splitting or separating projects.

It shall be unlawful to split or separate into smaller work orders or projects any project for the purpose of evading the provisions of this article requiring work to be done by contract after competitive bidding.

G. Limitation on specifications by brand or trade names.

Specifications in Notices Inviting Bids for brand or trade names is prohibited under Public Contract Code Section 3400. However, this prohibition may not apply if the District makes a finding that is described in the invitation for bids or request for proposals that a particular material, product, thing, or service is designated by specific brand or trade name for any of the purposes set forth in Public Contract Code Section 3400.

H. Board Authority to Reject, Re-advertise, or Otherwise Award.

1. In its discretion, the Board may reject any and all bids presented under the informal and formal bidding procedures described above if the Board, prior to rejecting all bids and declaring that the project can be more economically performed by employees of the District, furnishes a written notice to an apparent low bidder. The notice shall inform the bidder of the District's intent to reject the bid and shall be mailed at least two business days prior to the Board meeting at which the District intends to reject the bid. If after the first invitation for bids all bids are rejected, after reevaluating its cost estimates of the project, the Board shall have the option of either of the following:

a. Abandoning the project or re-advertising for bids in the manner described in Section D-2 or D-3 as applicable.

b. By passage of a resolution by a four-fifths vote of the Board declaring that the project can be performed more economically by the employees of the District, the District may

have the project done by force account without further complying with this Section.

2. If the contract is awarded, it shall be awarded to the lowest responsive and responsible bidder. If two (2) or more bids are the same and the lowest, the District may accept the one it chooses.

3. If no bids are received through the informal or formal bidding procedures described above, the project may be performed by employees of the District by force account or by informal bidding procedures set forth above.

I. Emergencies Regarding Public Projects.

The term "emergency" as used in this section means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

1. In case of an emergency regarding a public project which requires competitive bidding, the Board of Directors may pass a resolution by a four-fifths vote of its members declaring that the public interest and necessity demand the immediate expenditure of public money to safeguard life, health, or property. The resolution shall specify that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency.

2. In the event consideration of the emergency action cannot await the Board of Director's determination due to the serious nature of the emergency, the Board of Directors by a four-fifths vote hereby delegates to the General Manager the authority to order any action pursuant to Section 4D of this Ordinance. Such action is to be taken by the General Manager's declaration which shall describe the emergency and specify that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency.

3. If the General Manager orders any action specified in paragraph (1) of subdivision (a), that person shall report to the Board of Directors, at its next meeting required pursuant to this section, the reasons justifying why the emergency did not permit a delay resulting from a competitive solicitation for bids and why the action was necessary to respond to the emergency.

4. Any action taken by the Board of Directors as specified in this section shall be reviewed by the Board at its next regular meeting and, except as specified below, at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action.

5. If the General Manager orders any action specified in this section, the Board of Directors shall initially review the emergency action not later than seven (7) days after the action, or at its next regular meeting if that meeting will occur not later than fourteen (14) days after the action, and at least at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action.

6. When the Board of Directors reviews the emergency action pursuant to paragraphs 4

or 5 above, it shall terminate the action at the earliest possible date that conditions warrant so that the remainder of the emergency action may be completed by giving notice for bids to let contracts

J. Written Contracts Required.

All contracts for public projects shall be in writing; all amendments to contracts shall be in writing. The General Manager shall work with General Counsel to ensure that the contract includes language protecting the District's interest and language required by law. This language shall include, but is not limited to: specified term, scope of services, termination language, insurance, warranties, indemnification, non-collusion, contractor license, security, bonds, liquidated damages, change orders, retention, prevailing wages, and compliance with applicable laws.

K. Exception to Competitive Bidding (Cooperative Purchasing Agreements and Piggyback Purchases).

1. In accordance with Public Contract Code Section 10299, the District may, without formal or informal bidding, contract with suppliers who have been awarded contracts by the state for the purchase of goods, information technology, and services under the competitive process in Public Contract Code Sections §12100 to 12113. Such contracts typically take the form of master agreements, price schedules, or multiple award schedules.
2. If the District is part of a joint powers agreement or consortium that utilizes competitive procurement procedures, the District may contract with suppliers/vendors who have been awarded contracts by the joint powers authority or consortium.
3. The District may also utilize a competitive procurement process utilized by the Cities of Selma, Kingsburg, or Fowler, or by the County of Fresno for goods or for public projects.
4. The District may make purchases under this section directly from the vendors, the state or public agency or through the State or public agency. Such contracts are subject to Board approval.

L. Sole-Source Purchases.

In the event that there is one, and only one, source for a product or equipment in excess of $60,000, a sole-source contract may be used. When the District wishes to purchase a product or equipment over $60,000 from a sole-source without competitive bidding, a sole-source resolution is to be prepared and submitted with a District agenda item. In order to establish a legal basis for a sole-source exception, the following statements and findings must be made and set forth in every sole-source resolution:

1. A statement describing every unique or specialized feature of the product m question;

2. A statement of the General Manager's efforts to locate all possible suppliers of such product;

3. A statement that, in spite of its efforts, the General Manager has been able to locate only one supplier of the product in question;

4. A statement that indicates the ultimate cost of the product and the process used to determine the cost of the product; and

5. A finding that it is, therefore, proper for the District to dispense with competitive bidding requirement and to authorize the General Manager to purchase the product in question under the sole-source exception.

Section 6. PREVAILING WAGES

A. Under Labor Code Section 1771, all work performed under contract for public works projects of more than $1,000 shall be subject to prevailing wages. The Labor Code defines the term "public works project" broader than the Public Contract Code and Section 3 above requiring procedures to use for "public project." There may be instances in which bidding is not required but payment of prevailing wages is required.

B. "Public works project" **for the purpose of prevailing wages only** means:

1. Construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part from District funds. For purposes of this paragraph, "construction" includes work performed during the design and preconstruction phases of construction, including, but not limited to, inspection and land surveying work. For purposes of this paragraph, "installation" includes, but is not limited to, the assembly and disassembly of freestanding and affixed modular office systems.

2. The laying of carpet done under a building lease-maintenance contract and paid for out of public funds.

3. The laying of carpet in a public building done under contract and paid for in whole or in part out of public funds.

C. Prevailing wage requirements do not apply to work performed by the District with its own forces.

D. The General Manager is authorized to establish guidelines for implementing prevailing wages requirements that are consistent with this section and with the Labor Code.

SECTION 7. PROFESSIONAL AND CONSULTANT SERVICES

Procurements under a Request for Proposal (RFP) or Request for Qualifications (RFQ) are appropriate for services that are not subject to legal public bidding requirements and are not public projects as defined above in this Ordinance. Such procurements may include consulting services, professional services, maintenance services, and other services as described in this section.

A. Use of RFP or RFQ. If a state or federal funding source requires an RFP or RFQ process, the District shall comply with said process to secure funding. If there are no statutory or funding condition requirements that specify use of an RFP or RFQ, selection is based on the nature of the procurement.

B. RFP/RFQ Required By Law or Funding Source.

1. Architectural and Engineering Services. Per Cal. Gov't Code § 4529.12, all

architectural and engineering services shall be procured pursuant to a fair, competitive selection process. Therefore, an RFP/RFQ process must be followed. The term "architectural and engineering services" includes all architectural, landscape architectural, environmental, engineering, land surveying, and construction project management services (see Cal. Gov't Code § 4529.10).

2. Funding Source Requirement. The District shall comply with county, state, or federal funding source requirements for use of an RFP/RFQ.

C. Other RFPs and RFQs.

1. Professional/Consultant Services. The District may contract with any specially trained and experienced persons, firms or corporations for special services and advice in financial, economic, accounting, legal or administrative services. Selection shall be on the basis of demonstrated competence, on the professional qualifications necessary for the satisfactory performance of the services required, and at a fair and reasonable price to the District. To obtain the best competitive value for services, the District may employ an RFP or RFQ process dependent on nature of the services, complexity, estimated cost, and immediate needs as determined by the General Manager.

2. Master Service Agreements. Master service agreements may be entered into with specific vendors for support services on an "as needed" basis pursuant to an RFP process.

SECTION 8. STANDING SUPPLY PURCHASE AGREEMENTS AND MASTER SERVICE AGREEMENTS.

A. Standing supply purchase agreements may be entered into with specific vendors for purchase of repetitive-use goods, materials, equipment, and/or supplies common to one or several departments. The standing supply purchase agreements will be subject to the informal bidding procedures in Section 3.20.060D except that factors other than low price may be considered.

B. Master service agreements may be entered into with specific vendors for support services on an "as needed" basis.

SECTION 9. CEQA. A preliminary environmental assessment has been performed for this project pursuant the California Environmental and Quality Act (CEQA). The Board of Directors finds and determines with certainty that, pursuant to CEQA Guidelines Section 15061(b)(3), there is no possibility that this project may have a significant, adverse, impact on the environment. This is because this project involves purely procedural policies with no impacts on the environment. Therefore, this project is not subject to CEQA.

SECTION 10. Severability. If any section, subsection, phrase, or clause of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 11. Effective Date. This Ordinance shall become effective thirty (30) days after adoption.

CERTIFICATION

The foregoing Ordinance 2026-01 was introduced at a regular meeting on November 12, 2026, by majority vote. The Ordinance was adopted on roll call at a regular meeting on_____, by the following vote:

AYES:	_____
NOES:	_____
ABSTENTIONS:	_____
ABSENCES:	_____

WHEREUPON, the Chairman declared the foregoing ordinance adopted and SO ORDERED.

_____
Buddy Mendes
Chairman of the Board of Directors

_____
Veronica Cazares
Secretary of the Board of Directors