



## **LINDSAY CITY COUNCIL REGULAR MEETING AGENDA**

City Hall, 251 E. Honolulu St., Lindsay, CA 93247

Notice is hereby given that the Lindsay City Council will hold a Regular Meeting on May 11, 2021 in person and via webinar. The webinar address for members of the public is [https://www.bigmarker.com/griswold\\_lasalle/May-11-2021-Lindsay-Council-Meeting](https://www.bigmarker.com/griswold_lasalle/May-11-2021-Lindsay-Council-Meeting).

Persons with disabilities who may need assistance should contact the City Clerk at least 24 hours prior to the meeting at (559) 562-7102 ext. 8011 or via email at [lindsay.cityclerk@lindsay.ca.us](mailto:lindsay.cityclerk@lindsay.ca.us).

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PLEDGE**

Led by Council Member SERNA.

- 4. APPROVAL OF AGENDA**
- 5. PUBLIC COMMENT**

The public is invited to comment on any subject under the jurisdiction of the Lindsay City Council. Please note that speakers that wish to comment on a Regular Item or Public Hearing on tonight's agenda will have an opportunity to speak when public comment for that item is requested by the Mayor. Comments shall be limited to three (3) minutes per person, with thirty (30) minutes for the total comment period, unless otherwise indicated by the Mayor. The public may also choose to submit a comment before the meeting via email. Public comments received via email will be distributed to the Council prior to the start of the meeting and incorporated into the official minutes; however, they will not be read aloud.

Under state law, matters presented under public comment cannot be acted upon by the Council at this time.

- 6. COUNCIL REPORT**
- 7. CITY MANAGER REPORT**
- 8. CONSENT CALENDAR**

Routine items approved in one motion unless an item is pulled for discussion.

- 8.1 Minutes from April 27, 2021 City Council Regular Meeting (pp. 1-7)
- 8.2 Warrant List for April 23, 2021 through May 4, 2021 (pp. 8-14)
- 8.3 Treasurer's Report for April 2021 (pp. 15)

- 8.4 Consider Approval of **Ordinance 587** (Second Reading), Amending Chapter 4.320 of Title 13 of the Lindsay Municipal Code, Amending Billing; Amending Chapter 4.340 of Title 13 of the Lindsay Municipal Code, Amending Enforcement; Amending Chapter 4.360 of Title 13 of the Lindsay Municipal Code, Amending Deposit; Amending Chapter 4.380 of Title 13 of the Lindsay Municipal Code, Amending Regulations Establishment; Amending Chapter 4.400 of Title 13 of the Lindsay Municipal Code, Amending Deposit of Funds; Amending Chapter 12.040 of Title 13 of the Lindsay Municipal Code, Amending Connection Permit Required; Amending Chapter 12.110 of Title 13 of the Lindsay Municipal Code, Amending Charges, Billing; Amending Chapter 12.130 of Title 13 of the Lindsay Municipal Code, Amending Enforcement; Amending Chapter 12.150 of Title 13 of the Lindsay Municipal Code, Amending Public Works Director and City Clerk Duties; Amending Chapter 12.200 of Title 13 of the Lindsay Municipal Code, Amending Air Conditioners, Funds Deposit (pp. 16-24)
- 8.5 Consider Approval of Draft Memorandum of Understanding by and between the City of Lindsay and the County of Tulare to Apply for and Receive State Department of Housing and Community Development Funding and Authorize City Manager to Execute Final Agreement (pp. 25-30)
- 8.6 Consider Approval of **Resolution 21-11**, Authorizing Staff to Submit a Claim to the Tulare County Association of Governments (TCAG) for Regional Surface Transportation Program (RSTP) Funds in Exchange for Highway Account Funds (pp. 31-35)

## 9. ACTION ITEMS

- 9.1 Consider Approval of Property License Agreement with Community Services Employment Training (CSET) and Authorize City Manager to Execute Agreement (pp. 36-39)

*Presented by Michael Camarena, Director of City Services*

- 9.2 Fiscal Year 2021-2022 Streets Study Session (pp. 40-50):

- A. Consider Approval of Seals and Cape Seal Projects
- B. Consider Approval of Linda Vista Rehabilitation Project
- C. Consider Approval of Hermosa Phase II Rehabilitation Project

*Presented by Neyba Amezcua, Assistant Director of City Services*

## 10. DISCUSSION ITEMS

- 10.1 Public Safety Fee Study Overview and Update (pp. 51-53)

*Presented by Lt. Nicholas Nave, Public Safety*

**11. EXECUTIVE (CLOSED) SESSION**

11.1 Evaluation of Performance of Public Employee Pursuant to Cal Gov. Code § 54957(b)(1):  
City Manager

11.2 Conference with Legal Counsel. Significant Exposure to Litigation Pursuant to Gov. Code §  
54956.9(d)(3): City of Lindsay and Valley Pure

**12. REQUEST FOR FUTURE ITEMS**

**13. ADJOURNMENT**

Lindsay City Council meetings are held in the City Council Chambers at 251 E. Honolulu Street in Lindsay, California beginning at 6:00 P.M. on the second and fourth Tuesday of every month unless otherwise noticed. Materials related to an Agenda item submitted to the legislative body after distribution of the Agenda Packet are available for public inspection in the office of the City Clerk during normal business hours. Complete agenda is available at [www.lindsay.ca.us](http://www.lindsay.ca.us). In compliance with the Americans with Disabilities Act & Ralph M. Brown Act, if you need special assistance to participate in this meeting, or to be able to access this agenda and documents in the agenda packet, please contact the office of the Deputy City Clerk at (559) 562-7102 x 8025. Notification 48 hours prior to the meeting will enable the City to ensure accessibility to this meeting and/or provision of an alternative format of the agenda and documents in the agenda packet.



**LINDSAY CITY COUNCIL  
REGULAR MEETING AGENDA  
MINUTES**

City Hall, 251 E. Honolulu St., Lindsay, CA 93247

Notice is hereby given that the Lindsay City Council will hold a Regular Meeting on April 27, 2021 in person and via webinar. The webinar address for members of the public is [https://www.bigmarker.com/griswold\\_lasalle/April-27-2021-Lindsay-Council-Meeting](https://www.bigmarker.com/griswold_lasalle/April-27-2021-Lindsay-Council-Meeting).

Persons with disabilities who may need assistance should contact the City Clerk at least 24 hours prior to the meeting at (559) 562-7102 ext. 8011 or via email at [lindsay.cityclerk@lindsay.ca.us](mailto:lindsay.cityclerk@lindsay.ca.us).

**1. CALL TO ORDER**

**2. ROLL CALL**

<b>Present</b>	Council Member SERNA Mayor Pro Tem FLORES Council Member CERROS Council Member SANCHEZ
<b>Absent with Notice</b>	Mayor CAUDILLO
<b>Absent</b>	N/A

**3. PLEDGE**

- Led by Council Member SANCHEZ.

**4. PUBLIC COMMENT**

- Mercy Herrera commended city staff for the recent clean up event and asked Council to carefully consider the scheduled presentation from Jimora Enterprises as it is important to hold them accountable for market operations
- Sylvia Contreras identified herself as one of the owners of Hermosa Furniture. She spoke regarding issues with trash disposal; her business has experienced incrementing service charges; she is not happy with the situation and other neighboring business owners feel similarly. She is here representing them as well but feels that her store is the most affected. Her most recent bill increased by \$110 from the previous month; she never received a letter of notice that was sent by the City. She feels it is unfair for the City to mandate that her business have a certain number of trash bins; in that case she rather dispose of the trash herself. She has considered hiring an attorney to address the issue with the City.
- Irene Ramirez identified herself as a vendor at the Friday Night Market for over 15 years. Ms. Ramirez was born and raised in Lindsay. She is here in support of the Friday Night Market operators, Jimora Enterprises. March 6, 2020 was the best opening day the Market has ever had, and even with the market currently shut down because of the pandemic, Jimora is proactive in looking for different avenues to open up; the decision of who should run the Market should not be a political one; after all, each contract is public information. She asked that the performance of Market administrators be judged on their actions and not where they reside. She expressed regret

at the social bullying taking place on Facebook pages and the President of the Chamber of Commerce's letter, characterized as "demeaning," about the Market administrator. She asked that Council protect all Friday Night Market merchants, including Jimora.

## 5. **COUNCIL REPORT**

- Council Member SANCHEZ reported a vaccination pod taking place this upcoming weekend at Lindsay High School.
- Council Member CERROS reported regarding a planned food drive for early May to take place at the Wellness Center. Current plans are for 250-300 boxes to be distributed; Council Member CERROS also raised the question of a possible financial stipend for the nonprofit organization donating the food.

## 6. **CITY MANAGER REPORT**

- Vaccination efforts are ongoing at the Wellness Center and at LHS. There is a scheduled family movie in the park event on May 8<sup>th</sup>. Director of Recreation Lisa Davis is planning a "Lindsay's Got Talent" event on June 19<sup>th</sup>.
- City staff has reviewed the first layout of the Kaku/Olive Bowl project and submitted comments to the architect.
- City Clerk and City Manager attended the Board of Supervisors meeting on April 27<sup>th</sup>. The Board approved a joint application with the City to apply for and receive HCD CDBG funds. The County and the City are working on an MOU that will be brought before Council for final approval.

## 7. **LINDSAY HIGH SCHOOL STUDENT REPORT**

*Presented by Leonardo Andrade, ASB City Council Representative*

- No matters to report.

## 8. **PRESENTATIONS**

### 8.1 Jimora Enterprises Friday Night Market Overview and Update (pp. 1-3)

*Presented by Susana MORA*

- Mayor Pro Tem FLORES requested clarification regarding the 2 beer booths mentioned in the letter Ms. MORA sent to Council. Ms. MORA responded that the beer booths would be placed in the special event portion of the Friday Night Market; in regards to the Orange Bar application to sell, the County requires that the Orange Bar sell out of their brick and mortar establishment per their existing license. In the past, Jimora Enterprises had offered to subsidize \$1,000 for the construction of a front patio but the Orange Bar owner never went through with the project. Mayor Pro Tem FLORES asked about how nonprofits are allowed to sell beer? Ms. MORA responded that sales are dependent on the type of license each vendor receives; some are location-specific and issued through the ABC, some are able to sell as a special event through their catering license. Mayor Pro Tem FLORES asked who the nonprofit(s) were that were currently permitted to sell beer. Ms. MORA responded that the nonprofit is Miracles in Community Association Services (MICAS); they serve families all throughout the Central Valley. Mayor Pro Tem FLORES asked who receives profits from beer sales. Ms. MORA responded that MICAS pays for their license, gets the beer, and sells it so all profits go to MICAS.
- Council Member CERROS asked why local businesses are not being allowed to sell beer due to their licenses. Ms. MORA responded that for the Orange Bar, it is due to an inadequate license, but she would advise other interested vendors to get in touch with the County. Council Member CERROS requested clarification regarding the amenities that Jimora Enterprises alleges it was not provided by the City. Ms. MORA responded that former City Manager Bill Zigler and staff member Neyba Amezcua informed Jimora that they would not be able to enjoy the same

amenities (barricades, lights, cables, boxes, etc.) that had previously been loaned to the Chamber of Commerce when they previously handled operations for the Friday Night Market. Council Member CERROS asked about how Ms. MORA deals with vendor disagreements. Ms. MORA responded that if the issue is between two vendors, an effort is made for them to sit down together. If it's an issue with someone not following the rules, they're brought in to try and resolve the issue; in the past, one vendor was asked to leave due to noncompliance with rules but ultimately, she was allowed to return given her own individual situation. Council Member CERROS asked whether Jimora has an estimate of how many vendors might be impacted by the open-air cooking requirement for a trailer, and how many vendors reside in Lindsay. Ms. MORA did not have data for the number of vendors that are Lindsay residents; currently about 8-9 vendors have their own trailers; a secondary special event will have to be set up for the open-air cooking vendors. Council Member CERROS asked about Ms. MORA's willingness to have City Council and/or staff be involved and observe Market management and operations. Ms. MORA responded that she believes that mechanism is already in place through her communication with Council and City Manager.

- Council Member SANCHEZ expressed concerns about the Friday Night Market permanently operating as a swap meet moving forward. Ms. MORA clarified that the special event designation is only being pursued so that vendors that open air cook have a way to participate within the County guidelines.
- Mayor Pro Tem FLORES asked if vendors will be placed 6 ft. apart. Ms. MORA responded that they are required to be 6 ft apart, but by virtue of each space being 10 ft., the space requirement is met. Mayor Pro Tem FLORES requested that the new changes and modifications be memorialized in a new contract with Jimora Enterprises. City Manager agreed to direct city staff to look into the matter.
- Council Member CERROS asked Ms. MORA if she could guarantee that she would work with Lindsay vendors to find a middle ground free of intimidation and disrespect, without fear of negative repercussions. Ms. MORA responded that she found the question offensive because as a businesswoman, she has to make hard decisions; she is not being intimidating, if anything she is being intimidated. When "disrespect" is mentioned, she finds that offensive. Council Member CERROS responded that he did not mean to be disrespectful, but rather is attempting to address concerns that have been brought to Council. Ms. MORA responded that a letter demeaning her character was sent to Council, but in truth the only person that can speak to her professionalism is Mayor Pro Tem FLORES, an encounter over which she ultimately apologized to the Mayor Pro Tem.
- Council Member SERNA inquired as to the criteria used to select vendors. Ms. MORA responded that this point, vendors that apply and pass County inspection are approved to participate. Council Member SERNA asked if vendors were removed from the Market, did they have opportunity to come back to the Market? Ms. MORA answered that there has only been one instance of a vendor being removed and that was because this vendor stood before Council and called Ms. MORA a criminal; upon reflection, Ms. MORA decided that this vendor was just a young girl who "was being used" and ultimately allowed her to return to the Market. Council Member SERNA inquired about Ms. MORA's willingness for the City to establish an oversight committee for the Friday Night Market. Ms. MORA did not answer the question; instead she asked Council Member SERNA how many other City vendors are subject to oversight committees. Council Member SERNA insisted that this was a proposition in the interest of transparency, and that he was not aware of any other established oversight committees.
- Mayor CAUDILLO joined in remotely and reminded Ms. MORA that there are 3 new council members that are not necessarily familiar with the details of prior decisions. Additionally, Mayor CAUDILLO asked Ms. MORA if she had an idea of how many vendors in total would be participating in the Market. Ms. MORA responded that those were proprietary numbers for any

business; however, she hoped to have the same number of vendors or more as the first year; she is actively looking for more vendors to come in and participate. Mayor CAUDILLO also expressed concerns about vendors from out of town coming into the Lindsay community given the rates of contraction for COVID-19 across the county. Ms. MORA responded that she understood those concerns but what was concerning for her was the “innuendo” that she was being disrespectful towards others; furthermore, Council Member SANCHEZ and Mayor Pro Tem FLORES as members of the previous council, are aware that there has always been an opportunity for council involvement in the market; separate and apart from any need for an oversight committee; Ms. MORA expressed that she does not like the idea of an oversight committee because that was not included in the contract that she signed; she is uncomfortable with the idea of being “under the gun” but if that’s what makes Council happy, she is happy to oblige.

- Council Member SANCHEZ encouraged all Council members to visit the Market, walk around and see the operations for themselves, and talk with Ms. MORA about any issues or concerns; she also highlighted the importance of codifying the changes and suggestions discussed in a new or amended contract.
- City Clerk reminded Council that the item before them was presentation only, which meant no action would be taken at tonight’s meeting; if there was any follow-up required or desired, the Council could call for that later in the meeting.
- Ms. MORA thanked the Council for the opportunity to present and asked for a chance to be judged on her actions rather than rumor.

## 8.2 Wellness, Aquatic, and Recreation Fee Schedule Overview and Update (pp. 4-6)

*Presented by Lisa Davis, Director of Recreation Services*

- Director of Recreation Services reminded Council that the fees currently being charged for Wellness, Aquatic, and Recreation often do not cover the costs the City incurs in providing those services and rentals to the public.
- Mayor CAUDILLO asked if the Great Room rental pricing and pool rental pricing is a total charge or by the hour. Director of Recreation Services clarified that stated charges are per hour; for example, \$150 per hour for pool rental which include lifeguard fees.

## 8.3 Fiscal Year 2020-2021 Third Quarter Budget Overview and Update

*Presented by Juana Espinoza, Finance and Accounting Manager*

- City Manager took the opportunity to thank the Interim Director of Finance, Kingsley Okereke. Mr. Okereke’s last day with the City will be May 7<sup>th</sup>. He has been a tremendous help and asset to the City Manager personally as well as the rest of City staff; he has been worth every cent paid and in dividends. His leadership, expertise, and personality have been without reproach, and he will always be welcome at the City of Lindsay.
- No questions.

## 9. **CONSENT CALENDAR**

Routine items approved in one motion unless item is pulled for discussion.

9.1 Minutes from April 13, 2021 City Council Regular Meeting (pp. 7-11)

9.2 Warrant List for April 7, 2021 through April 22, 2021 (pp. 12-15)

9.3 Disinfection By Product (DBP) Notification Update (pp. 16-18)

<b>Motion to Approve Consent Calendar</b>							
1 <sup>st</sup>	2 <sup>nd</sup>	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
SANCHEZ	CERROS	(4-0) Approved	Aye	Aye	Absent*	Aye	Aye

\*Participated via webinar

## 10. PUBLIC HEARINGS

10.1 Consider Approval of Ordinance 587, Amending Chapter 4.320 of Title 13 of the Lindsay Municipal Code, Amending Billing; Amending Chapter 4.340 of Title 13 of the Lindsay Municipal Code, Amending Enforcement; Amending Chapter 4.360 of Title 13 of the Lindsay Municipal Code, Amending Deposit; Amending Chapter 4.380 of Title 13 of the Lindsay Municipal Code, Amending Regulations Establishment; Amending Chapter 4.400 of Title 13 of the Lindsay Municipal Code, Amending Deposit of Funds; Amending Chapter 12.040 of Title 13 of the Lindsay Municipal Code, Amending Connection Permit Required; Amending Chapter 12.110 of Title 13 of the Lindsay Municipal Code, Amending Charges, Billing; Amending Chapter 12.130 of Title 13 of the Lindsay Municipal Code, Amending Enforcement; Amending Chapter 12.150 of Title 13 of the Lindsay Municipal Code, Amending Public Works Director and City Clerk Duties; Amending Chapter 12.200 of Title 13 of the Lindsay Municipal Code, Amending Air Conditioners, Funds Deposit; Minute Order Authorization for the City Manager to Execute an Agreement with Webb Municipal Finance; Information Items re Property Tax Assessment Rolls Changes (pp. 19-43)

*Presented by Joseph M. Tanner, City Manager and Mayra Espinoza-Martinez, City Clerk*

<b>Motion to Waive the Reading of Ordinance 587 in Full</b>							
1 <sup>st</sup>	2 <sup>nd</sup>	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
CERROS	SERNA	(4-0) Approved	Aye	Aye	Absent	Aye	Aye

- City Clerk clarified the different items contained within Agenda Item 10.1. Ordinance 587 triggers the public hearing process, which would be adhered to. Council would also have the option of granting minute order authorization to City Manager to enter into an agreement with consultants Webb Municipal Finance related to the informational items presented regarding property tax roll changes. However, there will be no direct action taken tonight regarding water and sewer charges on property tax rolls.
- Mayor Pro Tem FLORES asked which charges would automatically be assessed on property tax bills. City Manager responded that currently neither water, sewer, nor disposal are assessed on property tax bills; only landscaping districts are assessed in that manner in the City of Lindsay.



Mayor Pro Tem FLORES asked if all three charges for water, sewer, and refuse disposal (if delinquent) would be assessed on property tax bills. City Manager responded yes, all delinquencies would be assessed in that manner in addition to regular sewer charges. Mayor Pro Tem FLORES asked how that would be done given that currently the City bills all three (water, sewer, disposal) at once. City Clerk responded that this is addressed in the ordinance amendments; the City currently “superbills” but the City is proposing that each bill be able to be charged separately and independently of one another, which would allow sewer to be assessed via property tax bills while still having residents pay their water and disposal directly to the City. Mayor Pro Tem FLORES asked why sewer can be charged through property tax bills but not water and refuse. City Manager responded that water use and refuse amount rates (for commercial users) range from month to month whereas sewer is a flat rate that remains the same from month to month. Mayor Pro Tem FLORES asked how far of a delinquency does a bill have to reach before being put on property tax rolls. City Manager and City Clerk confirmed that as currently written, ordinance amendments outlined that it could not be any sooner than (60) days after delinquency.

- Council Member CERROS asked for clarification regarding what exactly property tax rolls were. City Manager responded that homeowners are billed their property taxes through the County twice a year; sometimes cities choose to add additional assessments on property tax rolls as an extra tax for certain services or initiatives; once County receives the revenue they remit the City’s portion back to the City.
- Mayor Pro Tem FLORES asked how the proposed changes would affect those homeowners who choose to pay their property tax rolls monthly through their mortgage. City Manager responded that they would see an increase reflected in their mortgage payment.
- Council Member SANCHEZ asked whether the item proposed would apply only to delinquent accounts or also to regular monthly billing. City Manager responded that the item pertains to both; regular sewer billing and delinquencies for sewer, water and refuse; delinquent accounts would get plenty of notification ahead of time before those delinquencies would be placed on property tax rolls.
- Mayor Pro Tem FLORES asked if property owners will be notified once delinquencies are placed on property tax rolls. City Manager responded that yes, the City would notify property owners.
- Council Member SANCHEZ asked for clarification in the process of assessing sewer charges and delinquency charges on the property tax bill; specifically, why the process is done separately. City Manager responded that not all accounts are delinquent. City Clerk clarified that what is being proposed would still have water and refuse being paid at City Hall; sewer would be on property tax rolls; and all delinquencies would be on property tax rolls.
- Mayor Pro Tem FLORES asked about the situation for landlords whose renters are habitually late in payments; would their water ever be cut off before the property tax rolls are assessed? City Manager responded that as state law is currently written, that is correct water would not be cut off. The deadline for the County to receive request for property tax assessments is August but the City has the option to continue monthly billing for the next 6 months of the year and only place part of the yearly billing charges on property tax rolls in an effort to facilitate a smooth transition for all account holders; initiating these changes will solidify the City’s financial outlook and make the City less susceptible to swings in account payment activity.
- Council Member CERROS requested clarification regarding ordinance language changing the way residents pay their bills to the City. City Clerk responded that in an effort to perform some “housekeeping” on the Lindsay Municipal Code, amendments in Ordinance 587 seek to better describe the City’s actual process of issuing, receiving, and enforcing billing (which is done through the Finance Department and not by the City Clerk, as previously stated in the Lindsay Municipal Code).

- Mayor Pro Tem FLORES opened the public hearing at 8:09 PM. Receiving no public comment, Mayor Pro Tem FLORES closed public hearing at 8:09 PM.

<b>Minute Order Authorization for the City Manager to Execute an Agreement with Webb Municipal Finance</b>							
1 <sup>st</sup>	2 <sup>nd</sup>	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
CERROS	FLORES	(4-0) Approved	Aye	Aye	Absent	Aye	Aye

<b>Motion to Waive the Reading of the Ordinance in Full and Approve First Reading of Ordinance 587</b>							
1 <sup>st</sup>	2 <sup>nd</sup>	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
CERROS	FLORES	(4-0) Approved	Aye	Aye	Absent	Aye	Aye

## 11. EXECUTIVE (CLOSED) SESSION

### 11.1 Public Employee Performance Evaluation – City Manager

Evaluation of Performance of Public Employee Pursuant to Cal Gov. Code § 54957(b)(1)

- Per request by Mayor CAUDILLO, Item 11.1 was tabled and will be considered by Council at its next Regular Meeting scheduled for May 11, 2021.

### 11.2 Conference with Legal Counsel

Significant Exposure to Litigation Pursuant to Gov. Code § 54956.9(d)(3): Contract Dispute between the City of Lindsay and Mid Valley Disposal regarding CPI Implementation

## 12. REQUEST FOR FUTURE ITEMS

- Council requested staff review the current contract with Jimora Enterprises and consider any necessary amendments; they also requested that City staff look into the resident complaint regarding refuse billing at Hermosa Furniture.
- Council Member CERROS requested further information about the possibility of a donation to the food drive nonprofit.

## 13. ADJOURNMENT

Lindsay City Council meetings are held in the City Council Chambers at 251 E. Honolulu Street in Lindsay, California beginning at 6:00 P.M. on the second and fourth Tuesday of every month unless otherwise noticed. Materials related to an Agenda item submitted to the legislative body after distribution of the Agenda Packet are available for public inspection in the office of the City Clerk during normal business hours. Complete agenda is available at [www.lindsay.ca.us](http://www.lindsay.ca.us). In compliance with the Americans with Disabilities Act & Ralph M. Brown Act, if you need special assistance to participate in this meeting, or to be able to access this agenda and documents in the agenda packet, please contact the office of the Deputy City Clerk at (559) 562-7102 x 8025. Notification 48 hours prior to the meeting will enable the City to ensure accessibility to this meeting and/or provision of an alternative format of the agenda and documents in the agenda packet.

Check#	Fund	Date	Vendor #	Vendor Name	Description	Amount
<b>TOTAL</b>						<b>\$ 272,511.93</b>
<b>17765</b>						<b>(\$400.00)</b>
	101 - GENERAL FUND	10/30/20	5964	MARY VALENTI, PH.D.	EVAL-SYLIVIA ROCHA	(400.00)
<b>18611</b>						<b>(\$20,370.00)</b>
	101 - GENERAL FUND	04/09/21	6579	MV CHENG & ASSOCIAT	CONSULTANT-FINANCE	(20,370.00)
<b>18666</b>						<b>\$370.40</b>
	101 - GENERAL FUND	04/23/21	3977	AFLAC	DED:015 AFLAC	370.40
<b>18667</b>						<b>\$319.34</b>
	101 - GENERAL FUND	04/23/21	4660	CITY OF LINDSAY	DED:052 WELLNESS	4.62
	101 - GENERAL FUND	04/23/21	4660	CITY OF LINDSAY	L203 CDBG LOAN	132.00
	101 - GENERAL FUND	04/23/21	4660	CITY OF LINDSAY	DED:CDBG CDBG PMT	182.72
<b>18668</b>						<b>\$132.00</b>
	101 - GENERAL FUND	04/23/21	4660	CITY OF LINDSAY	DED:L203 CDBG LOAN	132.00
<b>18669</b>						<b>\$888.29</b>
	101 - GENERAL FUND	04/23/21	451	CITY OF LINDSAY EMP	DED:0503 SEC 125	879.29
	101 - GENERAL FUND	04/23/21	451	CITY OF LINDSAY EMP	DED:0505 SEC 125	9.00
<b>18670</b>						<b>\$114.73</b>
	101 - GENERAL FUND	04/23/21	3192	SEIU LOCAL 521	DED:DUES UNION DUES	114.73
<b>18671</b>						<b>\$7,227.85</b>
	101 - GENERAL FUND	04/23/21	6452	GREAT-WEST TRUST	DED:ROTH ROTH	225.00
	101 - GENERAL FUND	04/23/21	6452	GREAT-WEST TRUST	DED:0500 DEF COMP	2,930.32
	101 - GENERAL FUND	04/23/21	6452	GREAT-WEST TRUST	DED:151 DEFERCOMP	2,615.37
	101 - GENERAL FUND	04/23/21	6452	GREAT-WEST TRUST	DED:0555 DC LOANPAY	1,457.16
<b>18672</b>						<b>\$94.15</b>
	101 - GENERAL FUND	04/23/21	6409	BERNARD HEALTH LEGA	DED:MET MET LAW	94.15
<b>18673</b>						<b>\$50.82</b>
	101 - GENERAL FUND	04/23/21	2325	LINDSAY PUBLIC SAFE	DED:LPOA LPOA DUES	50.82
<b>18674</b>						<b>\$189.23</b>
	101 - GENERAL FUND	04/23/21	3042	STATE DISBURSEMENT	DED:0512 CHILD SUPT	189.23
<b>18675</b>						<b>\$391.21</b>
	101 - GENERAL FUND	04/23/21	1955	TEAMSTERS LOCAL 856	DED:0508 TEAMSTERS	391.21
<b>18676</b>						<b>\$205.00</b>
	101 - GENERAL FUND	04/23/21	6504	ADVENTIST HEALTH TO	LAB FEES	205.00
<b>18677</b>						<b>\$120.60</b>
	101 - GENERAL FUND	04/23/21	1979	CALIFORNIA BUILDING	SB1473 JAN -MAR 202	120.60
<b>18678</b>						<b>\$1,200.00</b>
	101 - GENERAL FUND	04/23/21	6521	CENTRAL VALLEY FORE	EXAM-CASE 21-0234	1,200.00
<b>18679</b>						<b>\$188.22</b>
	305 - COVID-19 EMERGENCY FUND	04/23/21	5832	CINTAS CORPORATION	BASE FL CLNR	46.55
	305 - COVID-19 EMERGENCY FUND	04/23/21	5832	CINTAS CORPORATION	FL CLNR	46.55
	305 - COVID-19 EMERGENCY FUND	04/23/21	5832	CINTAS CORPORATION	BASE FL CLNR	46.55
	305 - COVID-19 EMERGENCY FUND	04/23/21	5832	CINTAS CORPORATION	BIO BASE FL CLNR	48.57
<b>18680</b>						<b>\$258.00</b>
	101 - GENERAL FUND	04/23/21	279	CITY OF PORTERVILLE	01-000680 ANIMAL 2/	258.00
<b>18681</b>						<b>\$44.90</b>
	101 - GENERAL FUND	04/23/21	6549	COLANTUONO, HIGHSMI	SHARE CHARGE	44.90
<b>18682</b>						<b>\$126.00</b>
	101 - GENERAL FUND	04/23/21	2319	COMPUTER SYSTEMS PL	WORKSTATION ANTIVIR	63.00
	101 - GENERAL FUND	04/23/21	2319	COMPUTER SYSTEMS PL	WORKSTATION ANTIVIR	63.00
<b>18683</b>						<b>\$32.50</b>
	101 - GENERAL FUND	04/23/21	102	CULLIGAN	185 N GALE HILL 3/	32.50
<b>18684</b>						<b>\$209.00</b>
	400 - WELLNESS CENTER	04/23/21	316	DEPT OF JUSTICE	LIVE SCAN FEES	128.00
	101 - GENERAL FUND	04/23/21	316	DEPT OF JUSTICE	LIVE SCAN FEES	81.00
<b>18685</b>						<b>\$100.00</b>
	101 - GENERAL FUND	04/23/21	6623	FRANK TREJO	ARBOR DEPOSIT REFUN	100.00
<b>18686</b>						<b>\$1,208.17</b>
	101 - GENERAL FUND	04/23/21	6010	FRONTIER COMMUNICAT	209-042-9309	1.99
	552 - WATER	04/23/21	6010	FRONTIER COMMUNICAT	562-1552	101.49
	553 - SEWER	04/23/21	6010	FRONTIER COMMUNICAT	209-150-3621	119.86
	552 - WATER	04/23/21	6010	FRONTIER COMMUNICAT	562-7131	139.30
	101 - GENERAL FUND	04/23/21	6010	FRONTIER COMMUNICAT	562-2512	143.38
	552 - WATER	04/23/21	6010	FRONTIER COMMUNICAT	209-151-2650	23.13
	553 - SEWER	04/23/21	6010	FRONTIER COMMUNICAT	209-151-2650	23.13
	101 - GENERAL FUND	04/23/21	6010	FRONTIER COMMUNICAT	209-151-2650	23.13
	101 - GENERAL FUND	04/23/21	6010	FRONTIER COMMUNICAT	209-151-2650	23.13
	553 - SEWER	04/23/21	6010	FRONTIER COMMUNICAT	562-7132	279.30
	553 - SEWER	04/23/21	6010	FRONTIER COMMUNICAT	209-151-2655	46.25
	553 - SEWER	04/23/21	6010	FRONTIER COMMUNICAT	209-151-2654	46.25

101 - GENERAL FUND	04/23/21	6010	FRONTIER COMMUNICAT	209-151-2656	46.25
101 - GENERAL FUND	04/23/21	6010	FRONTIER COMMUNICAT	209-151-2652	46.25
101 - GENERAL FUND	04/23/21	6010	FRONTIER COMMUNICAT	209-151-2662	61.16
552 - WATER	04/23/21	6010	FRONTIER COMMUNICAT	209-150-2936	84.17
<b>18687</b>					<b>\$2,814.60</b>
101 - GENERAL FUND	04/23/21	5647	GRISWOLD,LASSALLE,C	MATTER: CITY COUNCI	1,183.00
101 - GENERAL FUND	04/23/21	5647	GRISWOLD,LASSALLE,C	MATTER: LABOR RELAT	25.00
101 - GENERAL FUND	04/23/21	5647	GRISWOLD,LASSALLE,C	MATTER: CITY MANAGE	617.00
101 - GENERAL FUND	04/23/21	5647	GRISWOLD,LASSALLE,C	MATTER:CITY SERVICE	989.60
<b>18688</b>					<b>\$50.00</b>
101 - GENERAL FUND	04/23/21	6604	HIPOLITO CERROS	COUNCIL STIPEND MAR	50.00
<b>18689</b>					<b>\$2,270.24</b>
101 - GENERAL FUND	04/23/21	1391	HOME DEPOT	FLOORING	1,570.21
101 - GENERAL FUND	04/23/21	1391	HOME DEPOT	PAINT	222.11
101 - GENERAL FUND	04/23/21	1391	HOME DEPOT	BLINDS	342.63
101 - GENERAL FUND	04/23/21	1391	HOME DEPOT	SHELFS	38.35
101 - GENERAL FUND	04/23/21	1391	HOME DEPOT	ADDRESS PLAQUE	96.94
<b>18690</b>					<b>\$75.00</b>
101 - GENERAL FUND	04/23/21	6622	JAVIER MARTINEZ	ARBOR DEPOSIT REFUN	75.00
<b>18691</b>					<b>\$1,014.31</b>
101 - GENERAL FUND	04/23/21	4067	LINCOLN NAT'L INSUR	04/01/21-4/30/21 LI	1,014.31
<b>18692</b>					<b>\$45.00</b>
101 - GENERAL FUND	04/23/21	5424	LINDSAY VETERINARY	ANIMAL CONTROL CHAR	45.00
<b>18693</b>					<b>\$100.00</b>
101 - GENERAL FUND	04/23/21	6621	LUCERO BRACAMONTES	ARBOR DEPOSIT REFUN	100.00
<b>18694</b>					<b>\$400.00</b>
101 - GENERAL FUND	04/23/21	5964	MARY VALENTI, PH.D.	EVAL SYLVIA ROCHA	400.00
<b>18695</b>					<b>\$2,721.00</b>
553 - SEWER	04/23/21	5911	MISSION COMMUNICATI	ANNUAL SERVICE	2,721.00
<b>18696</b>					<b>\$160.00</b>
101 - GENERAL FUND	04/23/21	6437	MORINDA MEDICAL GRO	FEB 2021 CLAIMS	160.00
<b>18697</b>					<b>\$549.59</b>
101 - GENERAL FUND	04/23/21	6162	MUNISERVICES	4TH QTR 2020	549.59
<b>18698</b>					<b>\$28,800.00</b>
101 - GENERAL FUND	04/23/21	6579	MV CHENG & ASSOCIAT	FEB- FINANCE CONSUL	13,020.00
101 - GENERAL FUND	04/23/21	6579	MV CHENG & ASSOCIAT	MARCH FINANCE CONSU	15,780.00
<b>18699</b>					<b>\$171.86</b>
101 - GENERAL FUND	04/23/21	276	PORTERVILLE RECORDE	AD 00078044	171.86
<b>18700</b>					<b>\$256.60</b>
101 - GENERAL FUND	04/23/21	285	QUILL CORPORATION	OFFICE SUPPLIES	227.54
101 - GENERAL FUND	04/23/21	285	QUILL CORPORATION	OFFICE SUPPLIES	29.06
<b>18701</b>					<b>\$50.00</b>
101 - GENERAL FUND	04/23/21	6602	RAMINO SERNA	COUNCIL STIPEND MAR	50.00
<b>18702</b>					<b>\$75.00</b>
101 - GENERAL FUND	04/23/21	6603	RAMONA CAUDILLO	COUNCIL STIPEND MAR	75.00
<b>18703</b>					<b>\$50.00</b>
101 - GENERAL FUND	04/23/21	5511	ROSAENA SANCHEZ	COUNCIL STIPEND MAR	50.00
<b>18704</b>					<b>\$100.00</b>
101 - GENERAL FUND	04/23/21	6532	SARALEN KATES	ARBOR DEPOSIT REFUN	100.00
<b>18705</b>					<b>\$158.88</b>
101 - GENERAL FUND	04/23/21	5314	SHRED-IT USA LLC	SHRED SERVICE	158.88
<b>18706</b>					<b>\$3,715.81</b>
101 - GENERAL FUND	04/23/21	6146	SUPERION, LLC	5/1/21-5/31/21	928.93
552 - WATER	04/23/21	6146	SUPERION, LLC	5/1/21-5/31/21	928.96
553 - SEWER	04/23/21	6146	SUPERION, LLC	5/1/21-5/31/21	928.96
554 - REFUSE	04/23/21	6146	SUPERION, LLC	5/1/21-5/31/21	928.96
<b>18707</b>					<b>\$55.00</b>
101 - GENERAL FUND	04/23/21	6413	TRANS UNION LLC	BASIC SERVICE	55.00
<b>18708</b>					<b>\$2,299.00</b>
101 - GENERAL FUND	04/23/21	624	US BANK TRUST	ADMIN FEES	2,299.00
<b>18709</b>					<b>\$794.09</b>
552 - WATER	04/23/21	1041	VERIZON WIRELESS	642065758-00003 3/	28.23
553 - SEWER	04/23/21	1041	VERIZON WIRELESS	642065758-00003 3/	28.23
554 - REFUSE	04/23/21	1041	VERIZON WIRELESS	642065758-00003 3/	28.23
101 - GENERAL FUND	04/23/21	1041	VERIZON WIRELESS	642065758-00003 3/	28.23
101 - GENERAL FUND	04/23/21	1041	VERIZON WIRELESS	642065758-00003 3/	28.23
101 - GENERAL FUND	04/23/21	1041	VERIZON WIRELESS	642065758-00003 3/	28.23
101 - GENERAL FUND	04/23/21	1041	VERIZON WIRELESS	642065758-00003 3/	47.33
101 - GENERAL FUND	04/23/21	1041	VERIZON WIRELESS	642065758-00004 3/2	577.38
<b>18710</b>					<b>\$50.00</b>
101 - GENERAL FUND	04/23/21	4068	YOLANDA FLORES	COUNCIL STIPEND MAR	50.00
<b>18711</b>					<b>\$100.00</b>
101 - GENERAL FUND	05/03/21	6629	ADRIANA MACIAS	ARBOR DEPOSIT REFUN	75.00
101 - GENERAL FUND	05/03/21	6629	ADRIANA MACIAS	BOUNCE HOUSE FEE	25.00

<b>18712</b>						<b>\$695.75</b>
	101 - GENERAL FUND	05/03/21	2873	ADVANTAGE ANSWERING	4/1/21-4/30/21	173.93
	552 - WATER	05/03/21	2873	ADVANTAGE ANSWERING	4/1/21-4/30/21	173.94
	553 - SEWER	05/03/21	2873	ADVANTAGE ANSWERING	4/1/21-4/30/21	173.94
	554 - REFUSE	05/03/21	2873	ADVANTAGE ANSWERING	4/1/21-4/30/21	173.94
<b>18713</b>						<b>\$130.80</b>
	101 - GENERAL FUND	05/03/21	007	AG IRRIGATION SALES	OPERATING SUPPLIES	59.13
	101 - GENERAL FUND	05/03/21	007	AG IRRIGATION SALES	OPERATING SUPPLIES	62.52
	101 - GENERAL FUND	05/03/21	007	AG IRRIGATION SALES	OPERATING SUPPLIES	9.15
<b>18714</b>						<b>\$8.00</b>
	101 - GENERAL FUND	05/03/21	6362	AMERICAN BUSINESS M	BLACK TONER	8.00
<b>18715</b>						<b>\$2,535.39</b>
	552 - WATER	05/03/21	6630	AQUA-METRIC SALES,	100/TR/PL HOUSING A	2,535.39
<b>18716</b>						<b>\$378.68</b>
	101 - GENERAL FUND	05/03/21	3428	AT&T MOBILITY	287297286867X41021	281.68
	101 - GENERAL FUND	05/03/21	3428	AT&T MOBILITY	877432145X04162021	97.00
<b>18717</b>						<b>\$352.21</b>
	101 - GENERAL FUND	05/03/21	5457	AUTO ZONE COMMERCIA	DURALAST STARTE	108.74
	101 - GENERAL FUND	05/03/21	5457	AUTO ZONE COMMERCIA	RETURN	(108.74)
	552 - WATER	05/03/21	5457	AUTO ZONE COMMERCIA	AIR COMPRES-BATTERY	158.02
	553 - SEWER	05/03/21	5457	AUTO ZONE COMMERCIA	#46 OIL CHANGE	63.03
	101 - GENERAL FUND	05/03/21	5457	AUTO ZONE COMMERCIA	BATTERY -MOWER	131.16
	101 - GENERAL FUND	05/03/21	5457	AUTO ZONE COMMERCIA	CHARGES ON ACCT	156.58
	101 - GENERAL FUND	05/03/21	5457	AUTO ZONE COMMERCIA	CREDIT CHARGES	(156.58)
<b>18718</b>						<b>\$756.10</b>
	101 - GENERAL FUND	05/03/21	3966	BEATWEAR INC.	ROCHA UNIFORMS	756.10
<b>18719</b>						<b>\$43.52</b>
	101 - GENERAL FUND	05/03/21	3232	BIG BEN'S	MOULDING BASE	43.52
<b>18720</b>						<b>\$60.00</b>
	101 - GENERAL FUND	05/03/21	4135	BILL WALL'S DIRECT	INSTALL UPDATES	60.00
<b>18721</b>						<b>\$1,460.00</b>
	552 - WATER	05/03/21	051	BSK	BACTI-611 1/2 GALEH	1,460.00
<b>18723</b>						<b>\$1,074.00</b>
	101 - GENERAL FUND	05/03/21	5013	BUZZ KILL PEST CONT	150 N MIRAGE 1/27/2	123.00
	101 - GENERAL FUND	05/03/21	5013	BUZZ KILL PEST CONT	150 N MIRAGE 3/29/2	123.00
	101 - GENERAL FUND	05/03/21	5013	BUZZ KILL PEST CONT	801 ELMWOOD 12/29	22.00
	101 - GENERAL FUND	05/03/21	5013	BUZZ KILL PEST CONT	801 ELMWOOD 2/26/21	22.00
	101 - GENERAL FUND	05/03/21	5013	BUZZ KILL PEST CONT	911 PARKSIDE 12/29	24.00
	101 - GENERAL FUND	05/03/21	5013	BUZZ KILL PEST CONT	911 PARKSIDE 2/26/2	24.00
	552 - WATER	05/03/21	5013	BUZZ KILL PEST CONT	729 W HONOLULU 2/26	25.00
	553 - SEWER	05/03/21	5013	BUZZ KILL PEST CONT	23611 RD 196 12/29	30.00
	553 - SEWER	05/03/21	5013	BUZZ KILL PEST CONT	23611 RD 196 2/26	30.00
	101 - GENERAL FUND	05/03/21	5013	BUZZ KILL PEST CONT	157 N MIRAGE 11/30	30.00
	101 - GENERAL FUND	05/03/21	5013	BUZZ KILL PEST CONT	157 N MIRAGE 1/27/2	30.00
	101 - GENERAL FUND	05/03/21	5013	BUZZ KILL PEST CONT	157 N MIRAGE 2/26	30.00
	101 - GENERAL FUND	05/03/21	5013	BUZZ KILL PEST CONT	157 N MIRAGE 3/29/2	30.00
	101 - GENERAL FUND	05/03/21	5013	BUZZ KILL PEST CONT	174 SWEETBRIER 2/26	31.00
	886 - SAMOA	05/03/21	5013	BUZZ KILL PEST CONT	165-173 SAMOA 3/29	40.00
	886 - SAMOA	05/03/21	5013	BUZZ KILL PEST CONT	165-173 SAMOA 2/27/	40.00
	886 - SAMOA	05/03/21	5013	BUZZ KILL PEST CONT	165-173 SAMOA 1/27/	40.00
	886 - SAMOA	05/03/21	5013	BUZZ KILL PEST CONT	165-173SAMOA 11/30	40.00
	552 - WATER	05/03/21	5013	BUZZ KILL PEST CONT	476 MT VERNON 11/30	45.00
	553 - SEWER	05/03/21	5013	BUZZ KILL PEST CONT	476 MT VERNON 2/26	45.00
	887 - SWEETBRIER TOWNHOUSES	05/03/21	5013	BUZZ KILL PEST CONT	HERMOSA HOMES 11/30	50.00
	887 - SWEETBRIER TOWNHOUSES	05/03/21	5013	BUZZ KILL PEST CONT	HERMOSA HOMES 12/29	50.00
	887 - SWEETBRIER TOWNHOUSES	05/03/21	5013	BUZZ KILL PEST CONT	HERMOSA HOMES 1/27	50.00
	887 - SWEETBRIER TOWNHOUSES	05/03/21	5013	BUZZ KILL PEST CONT	HERMOSA HOMES 2/26	50.00
	887 - SWEETBRIER TOWNHOUSES	05/03/21	5013	BUZZ KILL PEST CONT	HERMOSA HOMES 3/29	50.00
<b>18724</b>						<b>\$555.77</b>
	101 - GENERAL FUND	05/03/21	3056	CALIFORNIA TURF EQU	60 RIDER EQUIP MAIN	555.77
<b>18725</b>						<b>\$1,795.80</b>
	101 - GENERAL FUND	05/03/21	6351	CANON FINANCIAL SER	CANON LEASE	448.95
	101 - GENERAL FUND	05/03/21	6351	CANON FINANCIAL SER	CANON LEASE	448.95
	101 - GENERAL FUND	05/03/21	6351	CANON FINANCIAL SER	CANON LEASE	448.95
	101 - GENERAL FUND	05/03/21	6351	CANON FINANCIAL SER	CANON LEASE	448.95
<b>18726</b>						<b>\$3,500.00</b>
	261 - GAS TAX FUND	05/03/21	1702	CENTRAL VALLEY SWEE	MARCH2021 SWEEPING	3,500.00
<b>18727</b>						<b>\$75.00</b>
	101 - GENERAL FUND	05/03/21	6628	CHRISTOPHER PEDROZA	ARBOR DEPOSIT REFUN	75.00

<b>18729</b>						<b>\$2,923.76</b>
	556 - VITA-PAKT	05/03/21	5832	CINTAS CORPORATION	OPERATING SUPPLIES	28.37
	101 - GENERAL FUND	05/03/21	5832	CINTAS CORPORATION	OPERATING SUPPLIES	28.40
	101 - GENERAL FUND	05/03/21	5832	CINTAS CORPORATION	OPERATING SUPPLIES	28.40
	101 - GENERAL FUND	05/03/21	5832	CINTAS CORPORATION	OPERATING SUPPLIES	28.40
	552 - WATER	05/03/21	5832	CINTAS CORPORATION	OPERATING SUPPLIES	28.40
	553 - SEWER	05/03/21	5832	CINTAS CORPORATION	OPERATING SUPPLIES	28.40
	554 - REFUSE	05/03/21	5832	CINTAS CORPORATION	OPERATING SUPPLIES	28.40
	101 - GENERAL FUND	05/03/21	5832	CINTAS CORPORATION	OPERATING SUPPLIES	28.85
	101 - GENERAL FUND	05/03/21	5832	CINTAS CORPORATION	OPERATING SUPPLIES	28.85
	101 - GENERAL FUND	05/03/21	5832	CINTAS CORPORATION	OPERATING SUPPLIES	28.85
	552 - WATER	05/03/21	5832	CINTAS CORPORATION	OPERATING SUPPLIES	28.85
	553 - SEWER	05/03/21	5832	CINTAS CORPORATION	OPERATING SUPPLIES	28.85
	554 - REFUSE	05/03/21	5832	CINTAS CORPORATION	OPERATING SUPPLIES	28.85
	556 - VITA-PAKT	05/03/21	5832	CINTAS CORPORATION	OPERATING SUPPLIES	28.89
	101 - GENERAL FUND	05/03/21	5832	CINTAS CORPORATION	OPERATING SUPPLIES	35.21
	101 - GENERAL FUND	05/03/21	5832	CINTAS CORPORATION	OPERATING SUPPLIES	35.21
	101 - GENERAL FUND	05/03/21	5832	CINTAS CORPORATION	OPERATING SUPPLIES	35.21
	552 - WATER	05/03/21	5832	CINTAS CORPORATION	OPERATING SUPPLIES	35.21
	553 - SEWER	05/03/21	5832	CINTAS CORPORATION	OPERATING SUPPLIES	35.21
	554 - REFUSE	05/03/21	5832	CINTAS CORPORATION	OPERATING SUPPLIES	35.21
	556 - VITA-PAKT	05/03/21	5832	CINTAS CORPORATION	OPERATING SUPPLIES	35.21
	101 - GENERAL FUND	05/03/21	5832	CINTAS CORPORATION	OPERATING SUPPLIES	35.52
	101 - GENERAL FUND	05/03/21	5832	CINTAS CORPORATION	OPERATING SUPPLIES	35.52
	101 - GENERAL FUND	05/03/21	5832	CINTAS CORPORATION	OPERATING SUPPLIES	35.52
	552 - WATER	05/03/21	5832	CINTAS CORPORATION	OPERATING SUPPLIES	35.52
	553 - SEWER	05/03/21	5832	CINTAS CORPORATION	OPERATING SUPPLIES	35.52
	554 - REFUSE	05/03/21	5832	CINTAS CORPORATION	OPERATING SUPPLIES	35.52
	556 - VITA-PAKT	05/03/21	5832	CINTAS CORPORATION	OPERATING SUPPLIES	35.52
	305 - COVID-19 EMERGENCY FUND	05/03/21	5832	CINTAS CORPORATION	OPERATING SUPPLIES	244.69
	305 - COVID-19 EMERGENCY FUND	05/03/21	5832	CINTAS CORPORATION	OPERATING SUPPLIES	891.60
	305 - COVID-19 EMERGENCY FUND	05/03/21	5832	CINTAS CORPORATION	OPERATING SUPPLIES	891.60
<b>18730</b>						<b>\$607.00</b>
	553 - SEWER	05/03/21	279	CITY OF PORTERVILLE	30-016544LAB 02/202	607.00
<b>18731</b>						<b>\$2,845.33</b>
	883 - SIERRA VIEW ASSESSMENT	05/03/21	6090	CLEAN CUT LANDSCAPE	SIERRA VIEW	1,129.00
	886 - SAMOA	05/03/21	6090	CLEAN CUT LANDSCAPE	SAMOA	133.00
	888 - PARKSIDE	05/03/21	6090	CLEAN CUT LANDSCAPE	PARKSIDE	197.00
	884 - HERITAGE ASSESSMENT DIST	05/03/21	6090	CLEAN CUT LANDSCAPE	HERITAGE	274.00
	890 - MAPLE VALLEY ASSESSMENT	05/03/21	6090	CLEAN CUT LANDSCAPE	MAPLE VALLEY	45.00
	887 - SWEETBRIER TOWNHOUSES	05/03/21	6090	CLEAN CUT LANDSCAPE	SWEETBIER	475.00
	891 - PELOUS RANCH	05/03/21	6090	CLEAN CUT LANDSCAPE	PELOUS	509.00
	889 - SIERRA VISTA ASSESSMENT	05/03/21	6090	CLEAN CUT LANDSCAPE	SIERRA VISTA	83.33
<b>18732</b>						<b>\$1,066.95</b>
	101 - GENERAL FUND	05/03/21	4322	CO OF TULARE-INFORM	RADIO REPAIR MAINT	1,066.95
<b>18733</b>						<b>\$3.76</b>
	552 - WATER	05/03/21	6626	CONNIE VELASOLORIO	1782 E FIR-REFUND	3.76
<b>18734</b>						<b>\$464.74</b>
	552 - WATER	05/03/21	102	CULLIGAN	18899 AVE 240	116.25
	552 - WATER	05/03/21	102	CULLIGAN	18869 AVE 240	155.00
	552 - WATER	05/03/21	102	CULLIGAN	23965 RD 188	30.99
	552 - WATER	05/03/21	102	CULLIGAN	18829 AVE 240	62.00
	553 - SEWER	05/03/21	102	CULLIGAN	23611 RD 196	8.00
	101 - GENERAL FUND	05/03/21	102	CULLIGAN	251 E HONOLULU	92.50
<b>18735</b>						<b>\$359.10</b>
	101 - GENERAL FUND	05/03/21	111	DEPT OF CONSERVATIO	JAN-MARCH RESIDENTI	137.14
	101 - GENERAL FUND	05/03/21	111	DEPT OF CONSERVATIO	JAN-MARCH COMMERCIA	221.96
<b>18736</b>						<b>\$105.00</b>
	101 - GENERAL FUND	05/03/21	316	DEPT OF JUSTICE	LAB FEES MARCH 2021	105.00
<b>18737</b>						<b>\$84,614.55</b>
	720 - HOME REVOLVING LN FUND	05/03/21	2540	DEPT.OF HOUSING & C	HOME BAL 4/15/21	84,614.55
<b>18738</b>						<b>\$1,049.53</b>
	700 - CDBG REVOLVING LN FUND	05/03/21	2540	DEPT.OF HOUSING & C	CDBG 4/15/21	1,049.53
<b>18739</b>						<b>\$3,683.29</b>
	553 - SEWER	05/03/21	5978	DOMINO SOLAR LTD	2/1/21-2/28/21	3,683.29
<b>18740</b>						<b>\$124.43</b>
	552 - WATER	05/03/21	119	DOUG DELEO WELDING	OPERATING SUPPLIES	60.00
	552 - WATER	05/03/21	119	DOUG DELEO WELDING	WELL 15 MATERIALS	54.64
	553 - SEWER	05/03/21	119	DOUG DELEO WELDING	LYNCH PIN -TRACTOR	9.79
<b>18741</b>						<b>\$7,928.57</b>
	552 - WATER	05/03/21	6113	EAST KAWEAH GSA	FY2021 #2 CFF GOV	7,928.57

<b>18742</b>						<b>\$7,017.55</b>
	552 - WATER	05/03/21	3461	FERGUSON ENTERPRISE	MAINT SUPPLIES	1,700.30
	552 - WATER	05/03/21	3461	FERGUSON ENTERPRISE	MAINT SUPPLIES	<b>351.23</b>
	552 - WATER	05/03/21	3461	FERGUSON ENTERPRISE	HYDRANT	4,966.02
<b>18743</b>						<b>\$2,084.30</b>
	552 - WATER	05/03/21	137	FRIANT WATER AUTHOR	WY2020	2,084.30
<b>18744</b>						<b>\$4,164.81</b>
	101 - GENERAL FUND	05/03/21	148	GOMEZ AUTO & SMOG	LIC1366733 OIL CHAN	121.98
	101 - GENERAL FUND	05/03/21	148	GOMEZ AUTO & SMOG	LIC1400809 OIL CHAN	162.00
	552 - WATER	05/03/21	148	GOMEZ AUTO & SMOG	LIC1400807 OIL CHAN	22.00
	552 - WATER	05/03/21	148	GOMEZ AUTO & SMOG	LIC1456093 OIL CHAN	22.00
	552 - WATER	05/03/21	148	GOMEZ AUTO & SMOG	LIC1400808 OIL CHAN	22.00
	101 - GENERAL FUND	05/03/21	148	GOMEZ AUTO & SMOG	LIC1179749 BATTERY	262.44
	552 - WATER	05/03/21	148	GOMEZ AUTO & SMOG	LIC1157650 ENGINE C	318.68
	101 - GENERAL FUND	05/03/21	148	GOMEZ AUTO & SMOG	LIC1226636 AC SERVI	386.65
	101 - GENERAL FUND	05/03/21	148	GOMEZ AUTO & SMOG	LIC1051245 FUEL INJ	397.39
	101 - GENERAL FUND	05/03/21	148	GOMEZ AUTO & SMOG	LIC1226995 SMOG	43.75
	101 - GENERAL FUND	05/03/21	148	GOMEZ AUTO & SMOG	LIC1226636 DOOR ACT	483.51
	101 - GENERAL FUND	05/03/21	148	GOMEZ AUTO & SMOG	LIC1215910 SEATREPA	57.00
	101 - GENERAL FUND	05/03/21	148	GOMEZ AUTO & SMOG	LIC1366704 OIL CHAN	61.99
	101 - GENERAL FUND	05/03/21	148	GOMEZ AUTO & SMOG	LIC1366732 OIL CHAN	<b>61.99</b>
	101 - GENERAL FUND	05/03/21	148	GOMEZ AUTO & SMOG	LIC1215910 STARTER	706.36
	101 - GENERAL FUND	05/03/21	148	GOMEZ AUTO & SMOG	LIC1226995 OIL CHAN	89.17
	101 - GENERAL FUND	05/03/21	148	GOMEZ AUTO & SMOG	LIC1056323 WATER PU	945.90
<b>18745</b>						<b>\$727.49</b>
	101 - GENERAL FUND	05/03/21	151	GRAINGER INC	VEGETATION SPRAY	727.49
<b>18746</b>						<b>\$396.50</b>
	101 - GENERAL FUND	05/03/21	4714	HUNTINGTON COURT RE	PROFESSIONAL SERVIC	396.50
<b>18747</b>						<b>\$100.00</b>
	101 - GENERAL FUND	05/03/21	6631	JOHN ARAUJO	ARBOR DEPOSIT REFUN	100.00
<b>18748</b>						<b>\$56,047.54</b>
	101 - GENERAL FUND	05/03/21	6100	KEENAN & ASSOCIATES	MAY- RETIREE	2,587.02
	101 - GENERAL FUND	05/03/21	6100	KEENAN & ASSOCIATES	MAY- MEDICAL PLAN	428.00
	101 - GENERAL FUND	05/03/21	6100	KEENAN & ASSOCIATES	MAY- MEDICAL PLAN	53,032.52
<b>18749</b>						<b>\$2,666.21</b>
	101 - GENERAL FUND	05/03/21	4067	LINCOLN NAT'L INSUR	5/1/21-5/31/21 DENT	2,666.21
<b>18750</b>						<b>\$15.00</b>
	101 - GENERAL FUND	05/03/21	6425	LINDSAY TIRE & AUTO	FLAT REPAIR	15.00
<b>18751</b>						<b>\$1,639.86</b>
	553 - SEWER	05/03/21	1422	LINDSAY TRUE VALUE	C.S 3/31/21	333.89
	101 - GENERAL FUND	05/03/21	1422	LINDSAY TRUE VALUE	C.S 3/31/21	14.39
	400 - WELLNESS CENTER	05/03/21	1422	LINDSAY TRUE VALUE	C.S 3/31/21	15.08
	552 - WATER	05/03/21	1422	LINDSAY TRUE VALUE	C.S 3/31/21	160.00
	101 - GENERAL FUND	05/03/21	1422	LINDSAY TRUE VALUE	C.S 3/31/21	195.96
	101 - GENERAL FUND	05/03/21	1422	LINDSAY TRUE VALUE	C.S 3/31/21	225.91
	101 - GENERAL FUND	05/03/21	1422	LINDSAY TRUE VALUE	C.S 3/31/21	35.79
	101 - GENERAL FUND	05/03/21	1422	LINDSAY TRUE VALUE	C.S 3/31/21	<b>658.84</b>
<b>18752</b>						<b>\$1,836.14</b>
	261 - GAS TAX FUND	05/03/21	6550	MARIO SAGREDO ELECT	BOLLARD LIGHTS	<b>1,836.14</b>
<b>18753</b>						<b>\$133.70</b>
	101 - GENERAL FUND	05/03/21	234	MARTIN'S TIRE & AUT	TRUCK 13 1 TIRE	133.70
<b>18754</b>						<b>\$1.55</b>
	552 - WATER	05/03/21	6627	MICHAEL ANDREW FLOR	255 ALANWOOD-REFUND	1.55
<b>18755</b>						<b>\$320.00</b>
	101 - GENERAL FUND	05/03/21	6437	MORINDA MEDICAL GRO	CLAIMS	320.00
<b>18756</b>						<b>\$69.75</b>
	101 - GENERAL FUND	05/03/21	1565	OACYS.COM INC	CITY DNS 12/15-5/14	69.75
<b>18757</b>						<b>\$4,085.70</b>
	554 - REFUSE	05/03/21	6498	PACWEST DIRECT	4/9 DELINQUENT BILL	107.51
	552 - WATER	05/03/21	6498	PACWEST DIRECT	4/9 DELINQUENT BILL	<b>107.53</b>
	553 - SEWER	05/03/21	6498	PACWEST DIRECT	4/9 DELINQUENT BILL	107.53
	552 - WATER	05/03/21	6498	PACWEST DIRECT	DBP NOTICE	2,105.80
	554 - REFUSE	05/03/21	6498	PACWEST DIRECT	UB 4/8/21	552.43
	552 - WATER	05/03/21	6498	PACWEST DIRECT	UB 4/8/21	552.45
	553 - SEWER	05/03/21	6498	PACWEST DIRECT	UB 4/8/21	552.45
<b>18758</b>						<b>\$6,659.90</b>
	101 - GENERAL FUND	05/03/21	399	QUAD KNOPF,INC.	OAK SUB GENERAL	1,094.00
	101 - GENERAL FUND	05/03/21	399	QUAD KNOPF,INC.	PLANNING 2/21-3/20/	4,720.90
	101 - GENERAL FUND	05/03/21	399	QUAD KNOPF,INC.	ENGINEERING 2/21-3/	845.00

<b>18759</b>						<b>\$3,783.60</b>
	101 - GENERAL FUND	05/03/21	285	QUILL CORPORATION	21 CHURCH CH	1,255.15
	101 - GENERAL FUND	05/03/21	285	QUILL CORPORATION	MESSAGE BOOK	14.32
	101 - GENERAL FUND	05/03/21	285	QUILL CORPORATION	WALL POCKETS MESH	158.47
	101 - GENERAL FUND	05/03/21	285	QUILL CORPORATION	OFFICE SUPPLIES	183.24
	305 - COVID-19 EMERGENCY FUND	05/03/21	285	QUILL CORPORATION	EXAM GLOVES	196.50
	101 - GENERAL FUND	05/03/21	285	QUILL CORPORATION	CHAIRMAT	222.01
	305 - COVID-19 EMERGENCY FUND	05/03/21	285	QUILL CORPORATION	GLOVES	43.48
	101 - GENERAL FUND	05/03/21	285	QUILL CORPORATION	BUSINESS CARD HOLDE	5.95
	101 - GENERAL FUND	05/03/21	285	QUILL CORPORATION	OFFICE SUPPLIES	73.60
	101 - GENERAL FUND	05/03/21	285	QUILL CORPORATION	7 LINER	493.22
	101 - GENERAL FUND	05/03/21	285	QUILL CORPORATION	SUPPLIES	59.02
	101 - GENERAL FUND	05/03/21	285	QUILL CORPORATION	CHAIRMAT	86.97
	101 - GENERAL FUND	05/03/21	285	QUILL CORPORATION	SUPPLIES	96.44
	101 - GENERAL FUND	05/03/21	285	QUILL CORPORATION	21 CHURCH CH	427.66
	101 - GENERAL FUND	05/03/21	285	QUILL CORPORATION	21CHURCH CH BLK	<b>467.57</b>
<b>18760</b>						<b>\$2,538.50</b>
	101 - GENERAL FUND	05/03/21	3622	RLH FIRE PROTECTION	FIRE ALARM LIBRARY	680.00
	101 - GENERAL FUND	05/03/21	3622	RLH FIRE PROTECTION	MCD FIRE ALARM	1,858.50
<b>18761</b>						<b>\$6.53</b>
	552 - WATER	05/03/21	6625	ROGACIANO MORFIN	1295 HALL AVE -REFU	6.53
<b>18762</b>						<b>\$337.50</b>
	101 - GENERAL FUND	05/03/21	6624	SIERRA DESIGNS, INC	WELO PLAN CHECK	337.50
<b>18763</b>						<b>\$2,409.02</b>
	553 - SEWER	05/03/21	307	SILVAS OIL COMPANY	BULK PAIL	1,767.76
	553 - SEWER	05/03/21	307	SILVAS OIL COMPANY	BULK DIESEL FUEL	641.26
<b>18764</b>						<b>\$501.00</b>
	101 - GENERAL FUND	05/03/21	5343	SJVAPCD	20/21ANNUAL AIR TOX	501.00
<b>18765</b>						<b>\$7,351.45</b>
	883 - SIERRA VIEW ASSESSMENT	05/03/21	310	SOUTHERN CA. EDISON	2-00-424-8134	<b>121.63</b>
	890 - MAPLE VALLEY ASSESSMENT	05/03/21	310	SOUTHERN CA. EDISON	2-00-424-8134	17.96
	890 - MAPLE VALLEY ASSESSMENT	05/03/21	310	SOUTHERN CA. EDISON	2-00-424-8134	18.37
	891 - PELOUS RANCH	05/03/21	310	SOUTHERN CA. EDISON	2-00-424-8134	233.29
	101 - GENERAL FUND	05/03/21	310	SOUTHERN CA. EDISON	2-00-424-8134	29.96
	890 - MAPLE VALLEY ASSESSMENT	05/03/21	310	SOUTHERN CA. EDISON	2-00-424-8134	48.68
	889 - SIERRA VISTA ASSESSMENT	05/03/21	310	SOUTHERN CA. EDISON	2-00-424-8134	60.82
	101 - GENERAL FUND	05/03/21	310	SOUTHERN CA. EDISON	2-00-424-8134	78.77
	553 - SEWER	05/03/21	310	SOUTHERN CA. EDISON	WWTP	901.62
	261 - GAS TAX FUND	05/03/21	310	SOUTHERN CA. EDISON	2-35-921-6264	36.56
	261 - GAS TAX FUND	05/03/21	310	SOUTHERN CA. EDISON	2-00-424-8134	5,803.79
<b>18766</b>						<b>\$3,423.78</b>
	101 - GENERAL FUND	05/03/21	5755	TELEPACIFIC COMMUNI	3/11/21-4/8/21	570.63
	101 - GENERAL FUND	05/03/21	5755	TELEPACIFIC COMMUNI	3/11/21-4/8/21	570.63
	101 - GENERAL FUND	05/03/21	5755	TELEPACIFIC COMMUNI	3/11/21-4/8/21	570.63
	400 - WELLNESS CENTER	05/03/21	5755	TELEPACIFIC COMMUNI	3/11/21-4/8/21	570.63
	552 - WATER	05/03/21	5755	TELEPACIFIC COMMUNI	3/11/21-4/8/21	570.63
	553 - SEWER	05/03/21	5755	TELEPACIFIC COMMUNI	3/11/21-4/8/21	570.63
<b>18767</b>						<b>\$6,635.96</b>
	101 - GENERAL FUND	05/03/21	144	THE GAS COMPANY	115-454-6222-5	15.16
	101 - GENERAL FUND	05/03/21	144	THE GAS COMPANY	033-515-9120-5	15.16
	101 - GENERAL FUND	05/03/21	144	THE GAS COMPANY	031-415-9000	227.93
	101 - GENERAL FUND	05/03/21	144	THE GAS COMPANY	163-715-8900	274.87
	101 - GENERAL FUND	05/03/21	144	THE GAS COMPANY	163-715-6900	518.38
	400 - WELLNESS CENTER	05/03/21	144	THE GAS COMPANY	098-628-2905	5,584.46
<b>18768</b>						<b>\$1,521.78</b>
	101 - GENERAL FUND	05/03/21	5792	THOMSON REUTERS - W	10/1/20-10/31/20	<b>253.63</b>
	101 - GENERAL FUND	05/03/21	5792	THOMSON REUTERS - W	11/1/20-11/30/20	253.63
	101 - GENERAL FUND	05/03/21	5792	THOMSON REUTERS - W	12/1/20-12/31/20	253.63
	101 - GENERAL FUND	05/03/21	5792	THOMSON REUTERS - W	1/1/21-1/31/21	253.63
	101 - GENERAL FUND	05/03/21	5792	THOMSON REUTERS - W	2/1/21-2/28/21	253.63
	101 - GENERAL FUND	05/03/21	5792	THOMSON REUTERS - W	3/1/21-3/31/21	253.63
<b>18769</b>						<b>\$15,613.24</b>
	552 - WATER	05/03/21	6601	TRAVIOLI CONSTRUCTI	WELL 15 REPAIRS	15,613.24
<b>18770</b>						<b>\$2,743.32</b>
	553 - SEWER	05/03/21	6371	TULARE COUNTY SOLID	SLUDGE REMOVAL	2,743.32



<b>18771</b>						<b>\$3,679.20</b>
101 - GENERAL FUND	05/03/21	5747	UNITED STAFFING	E.FRANCO 3/22-3/28/		198.24
101 - GENERAL FUND	05/03/21	5747	UNITED STAFFING	E.FRANCO 3/22-3/28/		198.24
101 - GENERAL FUND	05/03/21	5747	UNITED STAFFING	E.FRANCO 3/22-3/28/		198.24
101 - GENERAL FUND	05/03/21	5747	UNITED STAFFING	JESUS& FRANCO4/5-4/		490.56
101 - GENERAL FUND	05/03/21	5747	UNITED STAFFING	JESUS& FRANCO4/5-4/		490.56
101 - GENERAL FUND	05/03/21	5747	UNITED STAFFING	JESUS& FRANCO4/5-4/		490.56
101 - GENERAL FUND	05/03/21	5747	UNITED STAFFING	JESUS&FRANCO4/12-4/		537.60
101 - GENERAL FUND	05/03/21	5747	UNITED STAFFING	JESUS&FRANCO4/12-4/		537.60
101 - GENERAL FUND	05/03/21	5747	UNITED STAFFING	JESUS&FRANCO4/12-4/		537.60
<b>18772</b>						<b>\$1,874.46</b>
552 - WATER	05/03/21	5413	UNIVAR USA INC	WELL MATERIALS		1,153.51
552 - WATER	05/03/21	5413	UNIVAR USA INC	WELL MATERIALS		720.95
<b>18773</b>						<b>\$3,079.76</b>
553 - SEWER	05/03/21	356	USA BLUEBOOK	SUPPLIES		164.93
552 - WATER	05/03/21	356	USA BLUEBOOK	CREDIT 465602		(0.18)
552 - WATER	05/03/21	356	USA BLUEBOOK	CREDIT 493156		(0.28)
552 - WATER	05/03/21	356	USA BLUEBOOK	CREDIT 488872		(0.31)
552 - WATER	05/03/21	356	USA BLUEBOOK	CREDIT 473978		(0.53)
552 - WATER	05/03/21	356	USA BLUEBOOK	CREDIT 475755		(0.61)
552 - WATER	05/03/21	356	USA BLUEBOOK	CREDIT 472750		(1.19)
552 - WATER	05/03/21	356	USA BLUEBOOK	HACH TURBIDIMETER		2,923.60
552 - WATER	05/03/21	356	USA BLUEBOOK	CREDIT # 487132		(5.67)
<b>18774</b>						<b>\$4,155.00</b>
553 - SEWER	05/03/21	368	VOLLMER EXCAVATION,	SLUDGE REMOVAL		4,155.00
<b>18775</b>						<b>\$187.13</b>
101 - GENERAL FUND	05/03/21	612	WEISENBERGERS ACE H	FC		1.29
101 - GENERAL FUND	05/03/21	612	WEISENBERGERS ACE H	FC		1.29
101 - GENERAL FUND	05/03/21	612	WEISENBERGERS ACE H	FC		1.29
101 - GENERAL FUND	05/03/21	612	WEISENBERGERS ACE H	FC		11.36
101 - GENERAL FUND	05/03/21	612	WEISENBERGERS ACE H	TILE CEIL		85.95
101 - GENERAL FUND	05/03/21	612	WEISENBERGERS ACE H	TILE CEIL		85.95



**Monthly Treasurer's Report**  
**April 30, 2021**  
**Cash Balances Classified by Depository**

**CASH RESOURCES**

LOCATION	GL ACCOUNT #	TYPE		BALANCE
Cash Register Funds (City Hall & Wellness)	100-102	RES	BEGINNING CASH	\$800
Bank of the Sierra- Depository Account	100-114	GEN	ALL FUNDS	\$1,481,677
Bank of the Sierra - AP/Operating	100-100	GEN	ALL FUNDS	\$465,067
Bank of the Sierra - Payroll	100-106	GEN	ALL FUNDS	\$2,567,855
Bank of the Sierra - Wellness Center	100-500	GEN	ALL FUNDS	\$517,419
Bank of the Sierra - Impound Account	100-120	RES	TRUST ACCT	\$69,432
LAIF Savings: City & Successor Agency	100-103	INV-RES		\$4,314,342
<b>TOTAL</b>				<b>\$9,416,592</b>

**CASH EXPENDED**

ACCOUNTS PAYABLE & PAYROLL	AMOUNT	DEBT SERVICE FUND	AMOUNT
Accounts Payable	\$312,839		
Payroll (April 9th Payday)	\$212,307		
Payroll (April 23rd Payday)	\$207,867		
<b>TOTAL</b>	<b>\$ 733,012</b>	<b>TOTAL</b>	<b>\$ -</b>

**INVESTMENTS**

**INVESTMENT POLICY COMPLIANCE**

As of the end of the month, the investments were in compliance with the requirements of the City's investment policy. This report reflects all cash and investments of the City of Lindsay (O/S checks not reflected in End Cash Balance).

<b>INVESTED FUNDS</b>	<b>\$4,314,342</b>
-----------------------	--------------------

Respectfully submitted,

*Juana Espinoza*

Finance and Accounting Manager  
 City of Lindsay

**ABBREVIATIONS**

GEN: GENERAL UNRESTRICTED  
 RES: RESTRICTED ACTIVITY  
 INV: INVESTMENT



## STAFF REPORT

TO: Lindsay City Council  
FROM: Mayra Espinoza-Martinez, City Clerk  
DEPARTMENT: City Manager  
ITEM NO.: 8.4  
MEETING DATE: May 11, 2021

### **ACTION & RECOMMENDATION**

Second Reading of Ordinance 587 and waive further reading of the ordinance in full.

### **BACKGROUND | ANALYSIS**

The first reading of Ordinance 587 went before Council at the regular meeting held on April 27, 2011. Proper notice was provided to the public and published on April 17, 2021 in the Porterville Recorder. Ordinance 587 was ultimately approved by Council.

In keeping with the job duties assigned to the City Clerk by the City Council in the City of Lindsay charter, the City Manager has directed the City Clerk to revise the provisions surrounding Title 13 of the Lindsay Municipal Code. Title 13 contains provisions primarily related to water, sewer, and refuse disposal services in the City.

Upon review, it was determined by the City Clerk that the Lindsay Municipal Code required updates to better conform with the City of Lindsay's current processes as well as new state laws. For example, the current code states that water, sewer, and refuse disposal charges are issued and received by the City Clerk; that is not the case as those charges are processed by the Finance Department. Additionally, Prop 218 requirements state that service charges shall be determined in accordance with California State Law (Article XIII C, Section 5.32.040 and 5.32.310). For clarity and transparency, this language was added to Title 13 of the Lindsay Municipal Code. For consistency's sake, regulations for delinquency charges and penalties for sewer and disposal services were updated to reflect current City protocol for water delinquency charges and penalties, which were amended in December of 2020 through Ordinance 585 to conform with Senate Bill 998 of the Water Shutoff Protection Act. Additionally, changes were made to the Lindsay Municipal Code requirement that water, sewer, and refuse disposal charges be "super-billed" in one combined bill.

All proposed amendments to Title 13 of the Lindsay Municipal Code contained in Ordinance 587 were submitted for review to and approved by City Attorney.

### **FISCAL IMPACT**

None.



## **STAFF REPORT**

### **ATTACHMENTS**

- Redline copy of Ordinance 587 (original language shown in strike out; amendments shown in underline)

**ORDINANCE NO. 587**

**AN ORDINANCE OF THE CITY OF LINDSAY**

**AMENDING CHAPTER 4.320 OF TITLE 13 OF THE LINDSAY MUNICIPAL CODE,  
AMENDING BILLING;**

**AMENDING CHAPTER 4.340 OF TITLE 13 OF THE LINDSAY MUNICIPAL CODE,  
AMENDING ENFORCEMENT;**

**AMENDING CHAPTER 4.360 OF TITLE 13 OF THE LINDSAY MUNICIPAL CODE,  
AMENDING DEPOSIT;**

**AMENDING CHAPTER 4.380 OF TITLE 13 OF THE LINDSAY MUNICIPAL CODE,  
AMENDING REGULATIONS ESTABLISHMENT;**

**AMENDING CHAPTER 4.400 OF TITLE 13 OF THE LINDSAY MUNICIPAL CODE,  
AMENDING DEPOSIT OF FUNDS;**

**AMENDING CHAPTER 12.040 OF TITLE 13 OF THE LINDSAY MUNICIPAL CODE,  
AMENDING CONNECTION PERMIT REQUIRED;**

**AMENDING CHAPTER 12.110 OF TITLE 13 OF THE LINDSAY MUNICIPAL CODE,  
AMENDING CHARGES; BILLING;**

**AMENDING CHAPTER 12.130 OF TITLE 13 OF THE LINDSAY MUNICIPAL CODE,  
AMENDING ENFORCEMENT;**

**AMENDING CHAPTER 12.150 OF TITLE 13 OF THE LINDSAY MUNICIPAL CODE,  
AMENDING PUBLIC WORKS DIRECTOR AND CITY CLERK DUTIES;**

**AMENDING 12.200 OF TITLE 13 OF THE LINDSAY MUNICIPAL CODE,  
AMENDING AIR CONDITIONERS; FUNDS DEPOSIT**

**THE CITY COUNCIL OF THE CITY OF LINDSAY DOES ORDAIN AS FOLLOWS:**

**Section 1. PURPOSE.** The City Clerk, in keeping with the duties assigned to her by City Council, has revised the provisions surrounding Title 13 of the Lindsay Municipal Code.

**Section 2. CODE AMENDMENT.**

Lindsay Municipal Code, Title 13 is hereby amended to read as follows (text to be added in underlined, text to be deleted is in strikeout):

**13.04.320 Billing**

- A. All water charges shall become due and payable to and at the ~~office of the city clerk~~city finance department on the first day of the month following the month of service and shall

become delinquent on the twenty-fifth day of the month in which the billing occurs. When a bill becomes delinquent, a ten-dollar (\$10.00) penalty shall be automatically assessed. Water service shall be disconnected no sooner than sixty (60) days after the original due date, if the amount due and owing is not paid in full and the customer has not requested an alternative payment schedule or amortization plan. The City Manager shall enact and revise, as needed, a Residential Water Billing and Shutoff Policy not inconsistent with State law, the City Charter, or Municipal Code.

~~B. All bills for such charges shall be issued by the city clerk. City Manager's designee. They shall be combined with bills rendered by the city in all cases where the premises in question is connected to the municipal water system.~~ The bills shall state their purpose (water, sewer, disposal service) and shall give the name and last known address of the person responsible for the payment (as provided in this chapter) and shall list separately the charge for water service, the charge for sewer service, the charge for disposal service, and the total charge for all services. ~~None of the charges may be paid separately from the others. If a premises is rendered one service and not another, a separate bill shall be rendered for the service or services so rendered.~~

~~B. All water, sewer, and disposal service charges shall be determined in accordance with Article XIIC of the California Constitution and Section 5.32.040 and 5.32.310 of the Municipal Code and ratified by the City Council by resolution duly adopted.~~

### **13.04.340 Enforcement**

The ~~city clerk~~City Manager's designee is charged with the enforcement of this chapter and all of its provisions, ~~and all police officers of the city shall be deputies of the city clerk~~City Manager for such purposes.

- A. In the event of a violation of any terms of this chapter, or any rule or regulation established pursuant to this chapter, the ~~city clerk~~City Manager's designee, in writing, shall notify the person causing, allowing or committing the violation, specifying the violation and, if applicable, the time after which (upon failure of the person to prevent or rectify the violation) the city water superintendent will exercise his authority to disconnect the premises from the municipal water system and/or the municipal sewer system; provided, that such time shall not be less than five days after the deposit of the notice in the United States Post Office at Lindsay, California, addressed to the person to whom notice is given; provided, however, that in the event the violation results in a public hazard or menace, then the director of public works may enter upon the premises without notice and do such things and expend such sums as may be necessary to abate the hazard, and the reasonable value of the things done and the amounts expended in so doing shall be charged upon the person so in violation.
- B. Upon the failure of any person billed or the owner of a premises to pay any water service prior to delinquency, anyone or more of the following actions may, or where required by this section shall, be taken by the city or city officials to enforce the payment, subject to the provisions of subsection (A) of this section:

1. Each water service charge levied by, or pursuant to, this chapter on any premises within the city limits is made a lien upon the premises and any step authorized by law may be taken by the city to enforce payment of the lien.
2. In each case where any delinquency charges occur in water, sewer or refuse service, the ~~city clerk~~ City Manager's designee shall assess a penalty of ten dollars in addition to the amount of the billing.
3. In each case where any bill for ~~both water service and sewer service~~ remains unpaid as of ~~the first Tuesday of the month~~ (60) days after the original due date following delinquency, the ~~city water superintendent~~ City Manager's designee, upon notification of such delinquency ~~by the city clerk~~, shall disconnect the premises from the municipal water system, ~~and he may also disconnect the premises from the municipal sewer system~~. Whenever a premises has been disconnected from ~~either the municipal water system or the municipal sewer system~~, for nonpayment of water ~~or sewer~~ service charges, the premises shall not be reconnected to ~~either the municipal water system or the municipal sewer system~~ until all delinquent charges and penalties have been paid together with such reasonable charges for reconnection as may be ordered from time to time by the city council by resolution duly adopted.
- 3.4. Delinquent charges and penalties for water, sewer, or disposal services bills that remain unpaid as of (60) days after the original due date following delinquency may be levied onto a premises' property tax rolls upon approval by the city council.
- 4.5. The above rules and regulations shall apply, in equal force and effect, to charges and collections for sewer service and for refuse disposal service furnished by the city to any premises.

### **13.04.360 Deposit**

The nonowner of any premises, where a connection is made to the city water system or upon which city water is consumed, may be required to make a deposit of fifteen dollars or the amount of the minimum meter schedule charge, whichever is the greater, before water may be delivered to the premises. The deposit is made to secure the payment of the water bills and shall be refunded upon a change of occupancy, provided all water bills have been paid. The ~~city clerk~~ City Manager's designee shall have the right to waive the requirements of a deposit for business or industrial consumers as may be deemed advisable.

### **13.04.380 Regulations Establishment**

1. It shall be the duty of the ~~city water superintendent~~ City Manager's designee, subject to approval of the city council, to establish rules and regulations applicable to the use of, and operation of, the municipal water system as may be deemed advisable and necessary; provided, that such rules and regulations shall not be in conflict with any provisions of this chapter and shall at all times be subject to appeal to the city council, whose decision shall be final.
2. It shall be the duty of the ~~city clerk~~ City Manager's designee to collect all water service charges. The ~~city clerk~~ City Manager's designee shall keep an accurate accounting and records showing the source, amount and disposition of all funds received from water service charges.

### **13.04.400 Deposit Of Funds**

All revenues received and collected by the ~~city clerk~~ City Manager's designee pursuant to this chapter for water service by the city shall be deposited by the city treasurer within one month of receipt thereof by ~~him~~ them in the appropriate Fund ~~a special fund known and designated as "utility fund"~~ and all revenues received or collected by the ~~city clerk~~ City Manager's designee pursuant to this chapter or pursuant to Chapter 13.12 for sewer service shall be deposited by the city treasurer within one month of receipt thereof by them in the appropriate Fund. ~~a special fund known and designated as the "utility fund."~~

### **13.12.040 Connection Permit Required**

- A. No person whose premises are not now connected with the municipal water system or municipal sewer system shall connect any premises or cause any premises to be connected with the municipal water system or municipal sewer system, respectively, without first obtaining a permit to do so from the City Manager's designee ~~city clerk~~.
- B. The ~~city clerk~~ City Manager's designee may require ~~of~~ any person who applies for any such permit to file a statement or affidavit for the guidance of the public works director, the city clerk and the city council in ascertaining the amount of the monthly sewer service charge payable by the person under this chapter. Each such statement or affidavit shall contain such information as may be required by the ~~city clerk~~ City Manager's designee. Failure by any person to file the statement or affidavit containing the required information shall constitute a violation of this chapter. No statement or affidavit shall be conclusive as to the matters therein set forth nor shall the filing of any statement or affidavit preclude the city from collecting from the person responsible for payment (as provided in this chapter) by appropriate action such sum as is actually due and payable for monthly sewer service charges under the provisions of this chapter. Each such statement or affidavit, and each of the several items therein contained, shall be subject to verification by the ~~public works director or the city clerk~~ City Manager's designee.

### **13.12.110 Charges; Billing**

- A. All sewer charges shall become due and payable in a manner set by the city council by resolution duly adopted. ~~become due and payable to and at the office of the city clerk on the first day of the month next succeeding the month of service and become delinquent on the tenth day of the succeeding month.~~
- ~~B.~~ All bills for such services shall be issued by the ~~city clerk~~ City Manager's designee. ~~They shall be combined with bills or statements for water service and refuse disposal service rendered by the municipal water system in all cases where the premises in question is connected to the municipal water system.~~ The bills shall state their purpose (water, sewer and disposal service), shall give the name and last known address of the person responsible for payment (as provided in this chapter), and shall list separately the charge for water



~~service, the charge for sewer service, the charge for disposal service, and the total charge for all services. and shall list separately the charge for water service and the charge for sewer service and the total charge for both services. Neither charge may be paid separately from the other. If a premises with sewer service is not connected with the municipal water system, a separate bill shall be rendered for sewer service only.~~

- B. All water, sewer, and disposal service charges shall be determined in accordance with Article XIIC of the California Constitution and Section 5.32.040 and 5.32.310 of the Municipal Code, and ratified by the City Council by resolution duly adopted.
- C. There shall be no exemption from the mandatory collection of sewer service.

### **13.12.130 Enforcement**

The ~~public works director~~ City Manager's designee and the ~~city clerk~~ are charged with the enforcement of this chapter and all of its provisions. and all police public safety officers of the city shall be deputies of the public works director and the city clerk City Manager's designee for such purposes.

- A. In the event of a violation of any terms of this chapter, or any rule or regulation established pursuant to this chapter, the ~~public works director or the city clerk~~ City Manager's designee, in writing, shall notify the person causing, allowing or committing the violation, specifying the violation and, if applicable, the time after which (upon the failure of the person to prevent or rectify the violation) the ~~public works director~~ City Manager's designee will exercise his authority to disconnect the premises from the municipal water system and/or the municipal sewer system; provided, that the time shall not be less than five days after the deposit of the notice in the United States Post Office at Lindsay, California, addressed to the person to whom notice is given; provided, however, that in the event the violation results in a public hazard or menace, then the ~~public works director~~ City Manager's designee may enter upon the premises without notice and do such things and expend such sums as may be necessary to abate the hazard, and the reasonable value of the things done and the amounts expended in so doing shall be charged upon the person so in violation.
- B. Upon failure of any person billed or the owner of a premises to pay any sewer service prior to delinquency, any one or more of the following actions may, or where required by this chapter must, be taken by the city or city officials, to enforce the payment, subject to the provisions of subsection A of this section:
  - 1. Each sewer service charge levied by or pursuant to this chapter on any premises within the city limits is made a lien upon the premises and any step authorized by law may be taken by the city to enforce payment of the lien.
  - 2. In each case where any bill for both water service and sewer service remains unpaid for thirty days after the bill becomes delinquent, the ~~public works director~~ City Manager's designee, upon notification of the delinquency ~~by the city clerk~~, shall disconnect the premises from the municipal sewer system. Whenever a premises has been disconnected from ~~either the municipal water system or~~ the municipal sewer system for nonpayment of ~~water or~~ sewer service charges, the premises shall not be reconnected to ~~either the municipal water system or~~ the municipal sewer system until all delinquent charges and penalties have been paid, together with such

reasonable charges for reconnection as may be ordered from time to time by the city council resolution duly adopted.

### **13.12.150 ~~Public Works Director and City Clerk Duties~~City Manager's Designee**

It shall be the duty of the ~~public works director~~City Manager's designee to supervise all connections to the ~~municipal water system and~~ municipal sewer system and to establish and administer such reasonable rules and regulations applicable to the use of and operation of the ~~municipal water system and~~ municipal sewer system as may be deemed advisable or necessary; provided, that the rules and regulations so established shall not be in conflict with any provisions of this chapter and shall be at all times subject to appeal to the city council, whose decision shall be final. It shall be the duty of the ~~city clerk~~City Manager's designee to collect all ~~water service charges and~~ sewer service charges. The ~~city clerk~~City Manager's designee shall keep an accurate accounting and records showing the source, amount and disposition of all funds received from ~~water service,~~ sewer service or rental charges.

### **13.12.200 Air Conditioners; Funds Deposit**

All revenues received and collected by the ~~city clerk~~City Manager's designee pursuant to this chapter shall be deposited by the city treasurer within one month of receipt thereof by ~~him~~them in ~~the appropriate fund. a special fund known as the "utility fund."~~

All other code sections in Title 13 of the Lindsay Municipal Code shall remain unchanged.

**Section 3. CEQA REVIEW.** The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(2) [the activity will not result in direct or reasonably foreseeable indirect physical changes in the environment].

**Section 4. NO LIABILITY.** The provisions of this ordinance shall not in any way be construed as imposing any duty of care, liability or responsibility for damage to person or property upon the City of Lindsay, or any official, employee or agent thereof.

**Section 5. PENDING ACTIONS.** Nothing in this ordinance or in the codes hereby adopted shall be construed to affect any suit or proceeding pending or impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance or code repealed by this ordinance, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

**Section 6. SEVERABILITY.** If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or

enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this ordinance, or its application to any other person or circumstance. The City Council of the City of Lindsay hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

**Section 7. CONSTRUCTION.** The City Council intends this ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this ordinance shall be construed in light of that intent. To the extent the provisions of the Lindsay Municipal Code as amended by this ordinance are substantially the same as provisions in the Lindsay Municipal Code existing prior to the effectiveness of this ordinance, then those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

**Section 8. EFFECTIVE DATE.** The foregoing ordinance shall take effect thirty (30) days from the date of the passage hereof. Prior to the expiration of fifteen (15) days from the enactment hereof a certified copy of this ordinance shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1) and a summary shall be published once in the Porterville Recorder, a newspaper printed and published in the City of Porterville, State of California, together with the names of the Council members voting for and against the same.

THE FOREGOING ORDINANCE, read by title only with waiving of the reading in full, was introduced at a regularly scheduled meeting on the \_\_\_th day of \_\_\_\_\_ 2021.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council held on the \_\_\_th day of \_\_\_\_\_ 2021.

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

CITY COUNCIL OF THE CITY OF LINDSAY

\_\_\_\_\_  
Ramona Caudillo, Mayor

ATTEST:

\_\_\_\_\_  
Mayra Espinoza-Martinez, City Clerk



## STAFF REPORT

TO: Lindsay City Council  
FROM: Mayra Espinoza-Martinez, City Clerk  
DEPARTMENT: City Manager  
ITEM NO.: 8.5  
MEETING DATE: May 11, 2021

### **ACTION & RECOMMENDATION**

Consider Approval of Draft Memorandum of Understanding by and between the City of Lindsay and the County of Tulare to Apply for and Receive State Department of Housing and Community Development Funding and Authorize City Manager to Execute Final Agreement.

### **BACKGROUND | ANALYSIS**

Council previously authorized a submittal of applications for funding from the State Department of Housing and Community Development for:

1. Community Development Block Grant Coronavirus Response Round 2 and 3 AKA "CV2&3"
2. Community Development Block Grant for Health and Safety Housing Repair and Rehabilitation Program AKA "General NOFA"

The City of Lindsay entered into a settlement agreement with the State on September 8, 2020 that precluded the City from applying for and receiving grants funds under various programs administered by HCD. At that time, a workaround solution was provided for the City to apply for and receive grant funds given that the City "and an eligible entity jointly apply for such funding and agree to be jointly and severally liable for the performance of all obligations and the satisfaction of all conditions of the grant funding, as set forth in an executed standard agreement with HCD, and the eligible entity agrees to act as the lead agency in the application and administration of such funding." At an April 27, 2021 meeting of the Tulare County Board of Supervisors, the Board agreed to authorize a submittal of an application for funding on the city's behalf for the 2 funding sources identified above.

Given the deadlines for the CDBG CV2&3 and General NOFA, HCD has authorized the City and the County to submit applications with the attached draft version of the MOU, provided that a final MOU be approved by both City and County.



## **STAFF REPORT**

### **FISCAL IMPACT**

The cost for preparation of the CDBG applications by Self-Help Enterprises is \$2,500. If the applications are approved by HCD, the City of Lindsay stands to receive funding up to the following amounts:

- \$445,748 from CV2&3
- \$1,000,000 from General NOFA

### **ATTACHMENTS**

- Draft Memorandum of Understanding by and between the City of Lindsay and the County of Tulare

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made and entered into on this \_\_\_ day of \_\_\_, 2021 by and between the City of Lindsay (“City”) and the County of Tulare (“County”).

### RECITALS

WHEREAS, the City entered into a settlement agreement on September 8, 2020 (“Settlement Agreement”) with the California Department of Housing and Community Development (“HCD”) regarding limits on the City’s ability to apply for and receive grant funds under various programs administered by the HCD.

WHEREAS, the Settlement Agreement requires that the City “and an eligible entity jointly apply for such funding and agree to be jointly and severally liable for the performance of all obligations and the satisfaction of all conditions of the grant funding, as set forth in an executed standard agreement with HCD, and the eligible entity agrees to act as the lead agency in the application and administration of such funding.”

WHEREAS, the County agrees to enter into the grant funding standard agreement with HCD (the “Standard Agreement”) to act as the joint eligible entity for the City in order to apply for or receive funding from any state or federal program operated by HCD and by execution of the Standard Agreement, agrees to abide by all terms and recitals contained therein.

WHEREAS, the County agrees to act as the lead applicant and accepts that it shall have the lead responsibility for administering the Standard Agreement, financial management, and activity reporting.

WHEREAS, the City and the County would like to designate each entities roles and responsibilities for the application, acceptance and disbursement of grant funding.

NOW THEREFORE, the parties agree as follows:

#### **I. Roles and Responsibilities.**

A. The County shall be responsible for the following:

1. The County shall deliver to the Department all final invoices pursuant to Exhibit B, Section 3 of the Standard Agreement.
2. The County shall monitor the project and timeliness of draws within the specified dates.
3. The County shall use no more than 5 percent of the total grant amount for costs related to administration of the project.
4. The County shall take such actions, pay such expenses, and do all things necessary to complete the scope of work pursuant to Exhibit B, Section 5 of the Standard Agreement.
5. The County shall maintain records and submit reimbursement documentation pursuant to Exhibit B, Section 6 of the Standard Agreement.

6. The County shall accept all reimbursements from HCD directly for all allowable project costs.
7. The County shall submit, upon request of HCD, a performance report that demonstrates satisfaction of all requirements identified in the Standard Agreement.
8. Upon completion of all objectives and deliverables required, the County shall submit a final close out report pursuant to Exhibit D, Section 1 of the Standard Agreement.
9. The County shall establish and maintain an accounting system pursuant to Exhibit D, Section 2 of the Standard Agreement.
10. The County shall provide a financial audit prepared by a certified accountant at the request of HCD pursuant to Exhibit D, Section 3 of the Standard Agreement.
11. The County shall coordinate the hiring of any contractors or subcontractors as necessary for the project, shall maintain records of such relationships and shall act as the day-to-day contact for any contractors or subcontractors for the project.

B. The City shall be responsible for the following:

1. The City shall cooperate with the County in providing any information or documentation to complete the above requirements under the Standard Agreement.
2. The City shall hold public hearings and any necessary community outreach for the project.

C. Any further work required to be completed and not specifically covered in this Agreement shall be agreed to by the Parties and shall be in writing.

**II. Termination.** This Agreement may be terminated by either party for cause upon ninety (90) days' written notice of termination to the other party.

**III. Indemnification.** The City agrees to indemnify, defend and hold harmless the County and its officials, officers, employees, agents and volunteers from and against all claims, demands, actions, injuries, liabilities, losses, costs or damages, direct or indirect, and any and all attorneys' fees and other expenses which County or its officials, officers, employees, agents or volunteers may sustain or incur as a consequence of or are in any way related to the City's or its owners, directors, officers, managers, employees, agents and subcontractor's willful or negligent acts or omissions in the performance of the services and the City's responsibilities and obligations to be performed under this agreement or its failure to perform or comply with any of its obligations or responsibilities contained in this agreement; excluding, however, such liability, claims, losses, damages or expenses arising from County's sole or active negligence or willful acts. This duty to indemnify, defend, and hold harmless shall survive the termination of this agreement.

**IV. Independent Contractor Status.** It is understood and agreed that the County and by extension, its employees, in the performance of the services pursuant to this Agreement, shall not

act as employees of the City. The County shall obtain no retirement benefits or other benefits which accrue to City's employees and the County hereby expressly waives any claim it may have to any such rights.

It is understood and agreed that the City and by extension, its employees, in the performance of the services pursuant to this Agreement, shall not act as employees of the County. The City shall obtain no retirement benefits or other benefits which accrue to County's employees and the City hereby expressly waives any claim it may have to any such rights.

Nothing in this Agreement shall create or be construed as creating a partnership, joint venture or any other relationship between City and the County.

**V. Compliance with Laws.** Both parties shall use the proper standard of care in performing under this Agreement and shall comply with all applicable federal, state and local laws, codes, ordinances and regulations in effect at the time the Agreement is executed.

**VI. Attorneys' Fees.** If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other reasonable relief to which he may be entitled. With respect to any suit, action or proceeding arising out of or related to this Agreement, or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the Superior Court for the County of Tulare, State of California for any proceeding arising hereunder.

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

**VIII. Invalidity.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

**IX. Amendment.** No change, amendment or modification of this Agreement shall be valid unless the same be in writing and signed by the parties hereto.

**X. Governing Law.** This Agreement shall be construed and governed pursuant to the laws of the State of California. Any action to enforce this Agreement is to be brought in Tulare County, California.

**XI. Waiver.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

**XII. Mediation.** The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected



by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

**XIII. Authority to Enter Agreement.** Each party has all requisite power and authority to conduct its business and to execute, deliver and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

**XIV. Notice.** Except as otherwise expressly provided herein, any notice, consent, authorization or other communication to be given hereunder shall be in writing and shall be deemed duly given and received when delivered personally, when transmitted by facsimile or e-mail if receipt is acknowledged by the addressee, one business day after being deposited for next-day delivery with a nationally recognized overnight delivery service, or three business days after being mailed by first class mail, charges and postage prepaid, property addressed to the party to receive such notice at the last address furnished for such purpose by the party to whom notice is directed and addressed as follows:

**CITY:**

Joseph M. Tanner, City Manager  
City of Lindsay  
251 E. Honolulu St.  
Lindsay, CA 93247

**COUNTY:**

NAME, TITLE  
County of Tulare  
ADDRESS  
ADDRESS

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the day and in the year first set forth above.

CITY:

COUNTY:

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Joseph M. Tanner, City Manager

By: \_\_\_\_\_  
NAME, TITLE

ATTEST:

\_\_\_\_\_  
City Clerk



## STAFF REPORT

TO: Lindsay City Council  
FROM: Juana Espinoza  
DEPARTMENT: Finance Department  
ITEM NO.: 8.6  
MEETING DATE: May 11, 2021

### **ACTION & RECOMMENDATION**

Consider Approval of Resolution 21-11, A Resolution of the City Council of the City of Lindsay Authorizing Staff to Submit a Claim to the Tulare County Association of Governments (TCAG) for Regional Surface Transportation Program (RSTP) Funds in Exchange for Highway Account Funds.

### **BACKGROUND | ANALYSIS**

The City of Lindsay regularly participates in the RSTP Exchange Program. State Highway Account Funds have fewer restrictions and no local match requirements when compared to federal funds.

TCAG notifies the City when RSTP funds are available to claim, and the amount available. Funds from the program are used for qualified roadway improvement and rehabilitation projects.

The City Services department is responsible for identifying various projects that qualify for the funds; the Finance Department is responsible for tracking and accounting of funds.

The City can submit a claim to TCAG to receive Regional Surface Transportation Program (RSTP) Funds in Exchange for State Highway Account Funds. Currently, there is \$149,062 available to claim for the City of Lindsay. The claim process requires the City to send a resolution approved by Council and completed claim form to TCAG for the funds.

### **FISCAL IMPACT**

If the claim is approved, the City would receive \$149,062 in funds for roadway improvement and rehabilitation projects.

### **ATTACHMENTS**

- RSTP Claim Form
- Resolution 21-11



## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

---

**NUMBER** 21-11

**TITLE** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY AUTHORIZING STAFF TO SUBMIT A CLAIM TO TULARE COUNTY ASSOCIATION OF GOVERNMENTS (TCAG) FOR REGIONAL SURFACE TRANSPORTATION PROGRAM (RSTP) FUNDS IN EXCHANGE FOR STATE HIGHWAY ACCOUNT FUNDS

**MEETING** At a regularly scheduled meeting of the City of Lindsay City Council held on May 11, 2021 at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

**WHEREAS**, the Tulare County Association of Governments (TCAG) offers Regional Surface Transportation Program (RSTP) Funds in exchange for State Highway Account Funds; and

**WHEREAS**, the RSTP funds must be used for roadway related projects; and

**WHEREAS**, TCAG has notified the City of Lindsay that the currently available amount of the city of Lindsay to claim is \$149,062;

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

SECTION 1. To authorize staff to submit the RSTP claim to TCAG for \$,149,062 for various roadway rehabilitation and improvement projects identified by staff for qualified projects.

SECTION 2. This resolution shall be effective immediately upon its approval and adoption.

SECTION 3. The Mayor, or presiding officer, is hereby authorized to affix her/his signature to the Resolution signifying its adoption by the City Council to the City of Lindsay, and the City Clerk, or their appointed deputy, is directed to attest thereto.



## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

---

**PASSED AND ADOPTED** by the City Council of the City of Lindsay as follows:

MEETING DATE	May 11, 2021
MOTION	
SECOND MOTION	
AYES	
ABSENT	
ABSTAIN	
NAYS	

CERTIFICATION OF THE FOREGOING RESOLUTION AS FULL, TRUE, PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LINDSAY AS DETAILED.

\_\_\_\_\_  
MAYRA ESPINOZA-MARTINEZ  
CITY CLERK

\_\_\_\_\_  
RAMONA CAUDILLO  
MAYOR

**Claim to the Tulare County Association of Governments  
for Regional Surface Transportation Program (RSTP) Funds in Exchange for  
State Highway Account Funds FY2020-2021**

**Claimant:** City of Lindsay

**FY 2020-2021 Claim Amount:** \$149,062

**Claim Guidelines:**

Projects outlined in the table below to be funded with this claim are only those projects that are defined under Sections 133(b) and 133(c) of Title 23, United States Code and Article XIX of the California State Constitution, implemented in accordance with the requirements of Section 182.6(d)(1) of the Streets and Highways Code.

**Claim Instructions:**

1. List (print or type) each **INDIVIDUAL** project to be funded with this claim.
2. List the amount of funds to be used for each project.
3. If the project is not a capacity expanding project and is exempt from the air quality conformance analysis check the "Exempt" box. ()
4. If the project is a capacity expanding project and the "build" alternative of the air quality conformance analysis has been completed for the project as required check the "Air Quality" box. ()

Project	Cost of Project	Air Quality	Exempt
1.	\$	<input type="checkbox"/>	<input type="checkbox"/>
2.	\$	<input type="checkbox"/>	<input type="checkbox"/>
3.	\$	<input type="checkbox"/>	<input type="checkbox"/>
4.	\$	<input type="checkbox"/>	<input type="checkbox"/>

**Claim to the Tulare County Association of Governments  
for Regional Surface Transportation Program (RSTP) Funds in Exchange for  
State Highway Account Funds FY 2020-2021**

**Claimant:** City of Lindsay

**FY 2020-2021 Claim Amount:** \$149,062

It is understood by **City of Lindsay**, (claimant) that payment of this claim is subject to approval by the TCAG Governing Board and must be in accordance with the TCAG and Caltrans Agreement. Said monies (and the interest earned on such monies subsequent to allocation) will be used only for those purposes for which the claim is approved.

The undersigned claimant, by accepting these funds agrees to establish a special account for the purpose of depositing funds received from TCAG pursuant to this agreement:

- a. For cities, within their Special Gas Tax Street Improvement Fund; or
- b. For the county, within their County Road Fund

The undersigned claimant, by accepting these funds, agrees to grant the State of California auditors access to their books and records for the purpose of verifying that funds paid hereunder are properly accounted for and proceeds are expended in accordance with the terms of this agreement. All documents will be available for inspection by authorized Caltrans agents at any time during the project development and for a four-year period from the date of completion of the project, or one year after the audit is completed or waived by Caltrans, whichever is later.

If the undersigned claimant fails to use funds received hereunder in accordance with the terms of the agreement, the claimant agrees to return the exchange funds to TCAG for credit to the special account described above.

Further, the **Public Works Director** of the claimant certifies that the financial information contained herein, is reasonable and accurate to the best of his/her knowledge.

Authorized Representative:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director, TCAG

\_\_\_\_\_  
Print Name



## STAFF REPORT

TO: Lindsay City Council  
FROM: Michael Camarena, Director of City Services and Planning  
DEPARTMENT: City Services  
ITEM NO.: 9.1  
MEETING DATE: May 11, 2021

### **ACTION & RECOMMENDATION**

Consider Approval of Property License Agreement with Community Services Employment Training (CSET) and Authorize City Manager to Execute Agreement

### **BACKGROUND | ANALYSIS**

CSET has provided Senior Services programs at the Lindsay Community Center (911 North Parkside Avenue) for many years. The agreement presented this evening is consistent with agreements from previous years.

The Lindsay Facility is one of 8 centers operated by CSET in Tulare County. CSET continues to provide significant services to seniors in the Lindsay area. The senior meal program and home-delivered meal programs are the most recognized programs CSET provides. Holiday and special event coordination are other significant events held at this facility for our Lindsay area seniors.

With COVID-19 impacts in 2020, CSET has been providing “Meals on Wheels” as an alternative to providing on-site meals and programming for Lindsay area seniors. As consistent with previous years operations, CSET manages and operates senior programs with no financial commitment from the City.

### **FISCAL IMPACT**

None.

### **ATTACHMENTS**

- Property License Agreement and Agreement Concerning Rights and Obligations of the Parties

**PROPERTY LICENSE AGREEMENT  
AND  
AGREEMENT CONCERNING RIGHTS AND OBLIGATION OF THE PARTIES**

**Parties**

This license agreement regarding the Lindsay-Strathmore Community Center (“Center”) is entered into by and between the City of Lindsay (“City”) and Community Services and Employment Training (“CSET”).

**Description of Property**

1. City is owner of certain real property situated in the City of Lindsay, and more particularly described as the Lindsay-Strathmore Community Center located at 911 North Parkside, Lindsay, California.

**Grant of License**

2. In consideration for and in accordance with the terms and conditions of this agreement, City grants to CSET a License (“the License”) to perform the following acts on the Property:
  - a. CSET shall have access to a portion of the community room (southeast room, south of the foldable divider) for the purpose of Senior Programs Monday through Friday or each week between the hours of 8:30 a.m. and 2:30 p.m. CSET shall not expand the hours for Senior Programs unless City provides prior written approval.
  - b. CSET shall provide regular senior citizen meal programs, in compliance with California Department of Aging food service guidelines, and services commensurate with services provided elsewhere in the Kings/Tulare Area Agency on Aging (KTAAA) service area. CSET shall also offer senior services programs in conjunction with the senior meal program.
  - c. CSET will be permitted to utilize other Center spaces, such as kitchen area, on occasion and for special events such as holidays in support of senior programs. Advanced notification shall be submitted to the City for approval a minimum of thirty (30) days prior to use.
  - d. CSET shall be permitted to utilize an office at the Center that may be secured. The office shall be the southwest office space. CSET shall secure the office and shall provide a key to the City as requested.
  - e. CSET is responsible for the cleanliness of all areas utilized for senior citizen meals and programs. The City shall ensure that if the facility is utilized outside of the CSET hours, the facility will be cleaned prior to the next CSET senior program.
  - f. The Center shall be utilized by CSET for the purpose of senior meal and additional CSET senior programs and shall not be utilized as a CSET community office.

**Incidental Rights and Obligations**

3. The following incidental rights and obligations accompany the License and the use of the property:
  - a. CSET shall have full and exclusive management authority over the program areas during the times of program use, and shall assume full responsibility for the timely cleaning of all areas used.
  - b. CSET shall be permitted to install telephone services and assume all responsibility for installation, control of use, and service cost.



- c. CSET shall provide General Liability insurance certificate with the value of \$1,000,000 naming the City as additional insured and maintain certificate for the life of the License.
- d. CSET shall, to the fullest extent permitted by law, hold harmless, and indemnify City and its officers, officials, employees, and agents from and against all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CSET and its directors, officers, employees, volunteers, and agents, except where and to the extent caused by the negligence or willful misconduct of the City. Likewise, City shall, to the fullest extent permitted by law, hold harmless, and indemnify CSET and its directors, officers, employees, volunteers, and agents from and against all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of City and its officers, officials, employees, and agent, except where and to the extent caused by the negligence or willful misconduct of the CSET. The provisions of this section survive completion of the services or the termination of this Agreement.
- e. CSET will be responsible for non-permanent interior modifications to accommodate their programs.
- f. The City shall provide facility management oversight, routine building and grounds maintenance, utility services, and schedule use of the building outside of the CSET operational hours.
- g. The City shall schedule all activities in the Center aside from CSET's daily 8:30 a.m. to 2:30 p.m. usage, and will notify CSET of the schedule.
- h. The City, CSET, and other users of the facility shall meet semi-annually to address any concerns and coordinate schedules and programmed use for the next six (6) months.
- i. In use of the property and provision of services at the property, CSET shall at times comply with all federal, state, and local laws.

In exercising these rights and obligations, CSET must use reasonable care and may not unreasonably increase the burden on the property.

#### **License Non-assignable**

4. This License is personal to CSET and shall not be assigned. This License shall terminate automatically upon assignment. No legal title or leasehold interest in the Property is created or vested in CSET by the grant of this License.

#### **Term of License**

5. This License shall be for a term of one year, commencing July 1, 2021, terminating on June 30, 2022.
6. This agreement may be terminated by either party without cause at any time by provision of a written 30 day notice.

#### **Termination of Occupancy**

7. On or before the termination date for this License specified in paragraph 5 of this agreement, CSET shall remove all of CSET's personal property from the Property. Upon termination of the License, CSET shall

ensure that the property is in good order and repair to the reasonable satisfaction of the City, normal wear and tear excepted.

**Default**

- 8. In the event CSET fails to comply with any of the material terms of this Agreement, in addition to any and all other remedies available under the law, this License may be revoked by the City, upon written notice of the violation to the Licenses and CSET’s failure to cure within ten (10) days. More time may be granted for the cure of any violations only if the City agrees in writing.

**Termination**

- 9. The parties understand that in the event the property is no longer available to the City, the License herein granted shall cease to be in effect, and the parties’ obligations to each other under this Agreement also cease.

**Entire Agreement**

- 10. This Agreement constitutes the entire Agreement between the City and CSET. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by all the parties named above.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the \_\_\_\_ of \_\_\_\_\_, 2021.

**COMMUNITY SERVICES AND EMPLOYMENT TRAINING, INC.**

\_\_\_\_\_  
Mary Alice Escarsega-Fechner, Executive Director

**CITY OF LINDSAY**

\_\_\_\_\_  
Joseph Tanner                      City Manager

\_\_\_\_\_  
Mayra Espinosa-Martinez              City Clerk

**APPROVED AS TO FORM**

\_\_\_\_\_  
Mario Zamora                      City Attorney



## STAFF REPORT

TO: Lindsay City Council  
FROM: Neyba Amezcua, Assistant Director of City Services  
DEPARTMENT: City Services  
ITEM NO.: 9.2  
MEETING DATE: May 11, 2021

### **ACTION & RECOMMENDATION**

Fiscal Year 2021-2022 Streets Study Session:

- A. Consider Approval of Seals and Cape Seal Projects
- B. Consider Approval of Linda Vista Rehabilitation Project
- C. Consider Approval of Hermosa Phase II Rehabilitation Project

### **BACKGROUND | ANALYSIS**

The City does not have the resources to execute all desired Capital Improvement Projects each year. The City identifies potential projects and selects which projects to execute depending on available resources. This listing identifies needs from which the City will select projects throughout the fiscal year based on resources, timing, weather and construction timeframes.

Typical projects include street rehabilitation, cape seals, slurry seals. The estimates include any repairs necessary prior to the final product application which can include replacement or installation of any combination of items from sidewalks, curb & gutters, trees, vee gutters, commercial/residential drive approaches, water line services, storm drains, and sewer lines.



## STAFF REPORT

### A. Seals and Cape Seals Project

<b>SEAL PROJECTS</b>			
<b>No.</b>	<b>Street Name</b>	<b>Limits of work</b>	<b>Amount</b>
1	Maple Valley Subd	Ash to Maple	\$ 23,000.00
2	Sequoia Ave	Ono City to Hickory	\$ 34,000.00
3	Pelous Ranch Phase 1	Hamlin from Hickory to Mandarin & Matthew	\$ 25,000.00
4	Elmwood Ave	Tulare to Parkside	\$ 33,000.00
5	Parkside	Alameda to Parkside	\$ 9,000.00
6	Bond Way	Alameda to Monte Vista	\$ 22,000.00
7	Oxford Ave	Honolulu to Hermosa	\$ 28,000.00
8	Alameda st	Homassel to Orange	\$ 26,000.00
9	Foster	Apia to Lewis	\$ 27,000.00
10	Lindsay St	Foster to East	\$ 30,000.00
11	Locke Ave	Lindsay to Valencia	\$ 25,500.00
12	Valencia St	Mirage to Harvard St	\$ 37,500.00
<b>Total for Seal Projects</b>			<b>\$ 320,000.00</b>

<b>CAPE SEAL PROJECTS</b>			
<b>No.</b>	<b>Street Name</b>	<b>Limits of work</b>	<b>Amount</b>
1	Samoa St	Harvard to East end of street	\$ 102,000.00
2	Sierra View St	Harvard to City Limits	\$ 111,000.00
3	Princeton	Sierra View to North of Olivewood	\$ 36,000.00
4	Olivewood/Grove/Glenwood	Neighborhood	\$ 57,000.00
5	Mariposa St	Westwood to Past Eastwood	\$ 100,000.00
6	Sycamore/Dawn	Neighborhood	\$ 38,100.00
7	Orangewood	Samoa to Hermosa	\$ 40,000.00
8	Lafayette	Samoa to Hermosa	\$ 40,000.00
9	Laurel Ave	Hermosa to Tulare Rd	\$ 91,000.00
10	Stanford Ave	Tulare Rd to Sierra View	\$ 69,000.00
<b>Total for Cape Seal Projects</b>			<b>\$ 684,100.00</b>



## STAFF REPORT

### B. Linda Vista Rehabilitation Project

During the 2020-2021 Fiscal Year (FY) study session, Council directed staff to poll residents along Linda Vista Drive and find out whether property owners support the installation of sidewalks throughout the neighborhood.

Staff mailed letters (English & Spanish) to all 40 property owners, within the limits of the projects, explaining the basis of the project and with a questionnaire which had to be returned (postmarked by) no later than April 30, 2021. Staff used the county public mailing registry provided by ParcelQuest website to obtain property owners information. The letter invited property owners to two neighborhood meetings hosted by Staff, one at 12:30 pm and another at 5:30 pm at 120 Linda Vista Drive on April 29, 2021. Property owners had to opportunity to ask questions and were presented a conceptual construction plan.

The conceptual plan included new curb, gutter, & sidewalk along with the street being re-paved.

The questionnaire asked property owners to mark with an “X” in the YES or NO box their answer to the question DO YOU WANT SIDEWALKS INSTALLED?

The YES answer meant they want sidewalk installed along the frontage of their property. The existing curbing will be replaced (in the same location) with new curb, gutter, & a 5 ft wide sidewalk and the street will be re-paved. At no cost to the property owner.

The NO answer meant they DO NOT want sidewalks installed along the frontage of their property. The project will only make necessary repairs to the existing curbing and the street will still be re-paved. At no cost to the property owner.

If there was NO ANSWER, it will be considered as a NO.

The results from the questionnaire are as follows:

YES	NO
23	15

2 Letters were returned as undeliverable.

13 letters out of the 15 NOES were no responses.

There is a total of 40 property owners affected by the project. Per City of Lindsay Municipal Code 12.28.010 Sidewalk Construction: “At such time as two-thirds of all the property owners in any given block on one or both sides of any given city street or right-of-way in the city...agree to the installation of sidewalks upon such street, it shall be mandatory that sidewalks be installed for the entire block of the city street or right-of-way...”. **Two-thirds are represented by 27 properties; however, Council has full discretion of how to proceed with this project.**



## STAFF REPORT

There are 3 options to consider rehabilitating the Linda Vista Loop Neighborhood:

**Option 1:** This project will create pedestrian connectivity from Linda Vista Drive to Harvard St. The budget includes new curb, gutter, & sidewalks, drive approaches, a storm drain system, fences/mail boxes/landscaping relocations and street rehabilitation on Valencia from Harvard to Linda Vista and the Linda Vista Loop.

**Option 2:** This project does not include sidewalks. The budget includes new curb, gutter, drive approaches, a storm drain system, and street rehabilitation on Valencia from Harvard to Linda Vista and the Linda Vista Loop.

**Option 3:** This project only focuses on Linda Vista Loop and does not include sidewalks. The budget includes new curb, gutter, drive approaches, a storm drain system, and street rehabilitation on the Linda Vista Loop and only necessary pavement transitions on Valencia St (direct influence on Linda Vista Loop).

<b>Linda Vista Project Options</b>			
<b>No.</b>	<b>Street Name</b>	<b>Limits of work</b>	<b>Budget</b>
1	Option 1: Linda Vista	Sidewalks (connecting to Harvard St)	\$ 1,143,000.00
	Option 2: Linda Vista	No Sidewalks (connecting to Harvard St)	\$ 901,147.00
	Option 3: Linda Vista	No Sidewalks (direct influence of Linda Vista)	\$ 814,401.00

### C. Hermosa Phase II Rehabilitation Project

<b>REHABILITATION PROJECTS</b>			
<b>No.</b>	<b>Street Name</b>	<b>Limits of work</b>	<b>Budget</b>
1	Hermosa II	Harvard to Foothill	\$ 490,000.00

### ENVIRONMENTAL REVIEW

The projects will either have to file a Categorical Exemption or Mitigated Negative Declaration under CEQA.



## STAFF REPORT

### FISCAL IMPACT

<u>Project Category</u>	<u>Budget</u>	<u>Funding Source</u>				<u>Measure R</u>
		<u>200</u>	<u>261</u>	<u>263</u>	<u>265</u>	
Seals	\$ 320,000				\$ 320,000	
Cape Seals	\$ 684,100			\$ 304,000	\$ 380,100	
Rehab-Linda Vista Option 1	\$ 1,143,000	\$ 679,000				\$ 464,000
Rehab-Linda Vista Option 2	\$ 901,147	\$ 901,147				
Rehab-Linda Vista Option 3	\$ 814,401	\$ 814,401				
Rehab-Hermosa II	\$ 490,000		\$ 200,000	\$ 290,000		

<u>Fund No.</u>	<u>Fund Description</u>
200	Street Improvement Fund
261	Gas Tax Fund
263	Gas Tax-Transportation
265	Gas Tax-Surface Transportation Highway Funds (STP Hwy)
266	Local transportation Fund (LTF)-Article 8 Streets & Roads

### ATTACHMENTS

- Linda Vista Mailed Letter English Version
- Linda Vista Mailed Letter Spanish Version



# City of Lindsay



## DEPARTMENT OF CITY SERVICES

P.O. Box 369 — Lindsay, California 93247 — 150 North Mirage Ave.  
559 • 562 • 7102 x4  
559 • 562 • 5748 fax

April 20, 2021

[Redacted]

[Redacted]

Lindsay, CA. 93247

Re: [Redacted]

This letter is to inform you about City of Lindsay’s Street Improvement Program goals for the 2021-2022 Fiscal Year. Staff has been tasked by City Council to poll residents along Linda Vista Drive and find out whether property owners support the installation of sidewalks throughout the neighborhood.

Many Linda Vista Drive residents have chosen to place several improvements along the frontages of their properties, such as mailboxes, fences, landscaping, and concrete improvements, to name a few. If sidewalks were to be installed along Linda Vista Drive, the existing improvements would need to be removed and/ or relocated. **Initial costs for the sidewalk installation would be covered by the City; however, all future maintenance costs would be the responsibility of each respective property owner.**

**City staff is hosting two neighborhood meetings at 120 Linda Vista Drive at 12:30 pm and then again at 5:30 pm on Thursday, April 29, 2021. to answer any questions.** Residents are encouraged to attend either meetings to ask any questions they may have or request further information about the project. English and Spanish speaking staff will be on site.

Please fill out the survey form attached and mail it back with the enclosed prepaid enveloped by Friday, April 30, 2021 (letter must be received no later than this date).

### FREQUENTLY ASKED QUESTIONS:

#### 1. WHAT DOES YOUR RESPONSE MEAN?

##### If you select YES:

If you select YES, it means you want sidewalk installed along the frontage of your property. The existing curbing with be replaced (in the same location) with new curb, gutter, & a 5 ft wide sidewalk and the street will be re-paved.

##### If you select NO:



If you select NO, it means you DO NOT want sidewalks installed along the frontage of your property. The project will only make necessary repairs to the existing curbing and the street will still be re-paved.

**If there is NO ANSWER:**

If no answer is received, it will be considered as a NO.

**2. HOW WILL IT BE DETERMINED IF SIDEWALKS ARE INSTALLED?**

City staff will count all the Yes and No votes received and present the results to City Council at the Regular City Council Meeting scheduled for

Tuesday, May 11, 2021 at 6 pm at Lindsay City Hall. Per City of Lindsay Municipal Code 12.28.010 Sidewalk Construction: “At such time as two-thirds of all the property owners in any given block on one or both sides of any given city street or right-of-way in the city...agree to the installation of sidewalks upon such street, it shall be mandatory that sidewalks be installed for the entire block of the city street or right-of-way...”.

**3. HOW MUCH OF MY PROPERTY WILL THE CITY TAKE TO INSTALL THE NEW SIDEWALK?**

None. Existing City Right of Way is currently 5 ft behind existing curb and gutter. However, there are existing improvements like fences, trees, grass, flowers, concrete curbing, etc. that will have to be either relocated or removed. City staff will work with each individual owner to make the necessary modifications.

**4. WHAT WILL HAPPEN TO MY EXISITING FENCE, MAILBOX, FLOWER BEDS, TREES, CONCRETE IMPROVEMENTS, ETC.?**

All improvements within the construction area will either be relocated or removed and re-installed. City staff will work with each individual owner to make the needed modifications. All construction costs will be covered by the City.

However, if you have any type of illegal construction, the City will not be responsible for relocating and/or replacing such construction.

Please fill out the following form and mail it back with the enclosed prepaid enveloped by Friday, April 30, 2021(the letter must be received no later than this date). If you prefer to submit your form in person, you may also deliver it to a City staff member at one of the two scheduled neighborhood meetings scheduled for Thursday, April 29, 2021 at 120 Linda Vista Drive at 12:30 pm and 5:30 pm. City staff members will be there to answer any questions in regards to this project.

REMEMBER, if no response is received from your property, it will considered a NO vote.

If you have any questions, please contact:

Neyba Amezcua  
City Services Assistant Director  
150 N Mirage Ave  
Lindsay, CA 93247  
559-562-7102 Ext 4

[namezcua@lindsay.ca.us](mailto:namezcua@lindsay.ca.us)  
Regular Meeting of the Lindsay City Council  
May 11, 2021 Agenda Packet  
Page 46  
Linda Vista Drive Sidewalk Survey

# SURVEY

**DO YOU WANT SIDEWALK INSTALLED?** (please select one by marking with an “X”

YES

NO

## Property owner Information:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

If you wish to discuss specific concerns with Staff, please provide the following contact information and we will contact you to set up a meeting:

Phone No: \_\_\_\_\_

Email: \_\_\_\_\_

Please check the address you are submitting this Survey for:

- |                                                |                                                |
|------------------------------------------------|------------------------------------------------|
| <input type="checkbox"/> 695 Valencia Street   | <input type="checkbox"/> 193 Linda Vista Drive |
| <input type="checkbox"/> 109 Linda Vista Drive | <input type="checkbox"/> 197 Linda Vista Drive |
| <input type="checkbox"/> 115 Linda Vista Drive | <input type="checkbox"/> 801 Valencia Street   |
| <input type="checkbox"/> 119 Linda Vista Drive | <input type="checkbox"/> 106 Linda Vista Drive |
| <input type="checkbox"/> 121 Linda Vista Drive | <input type="checkbox"/> 114 Linda Vista Drive |
| <input type="checkbox"/> 129 Linda Vista Drive | <input type="checkbox"/> 120 Linda Vista Drive |
| <input type="checkbox"/> 133 Linda Vista Drive | <input type="checkbox"/> 126 Linda Vista Drive |
| <input type="checkbox"/> 137 Linda Vista Drive | <input type="checkbox"/> 130 Linda Vista Drive |
| <input type="checkbox"/> 141 Linda Vista Drive | <input type="checkbox"/> 136 Linda Vista Drive |
| <input type="checkbox"/> 145 Linda Vista Drive | <input type="checkbox"/> 170 Linda Vista Drive |
| <input type="checkbox"/> 149 Linda Vista Drive | <input type="checkbox"/> 174 Linda Vista Drive |
| <input type="checkbox"/> 155 Linda Vista Drive | <input type="checkbox"/> 178 Linda Vista Drive |
| <input type="checkbox"/> 161 Linda Vista Drive | <input type="checkbox"/> 182 Linda Vista Drive |
| <input type="checkbox"/> 167 Linda Vista Drive | <input type="checkbox"/> 186 Linda Vista Drive |
| <input type="checkbox"/> 169 Linda Vista Drive | <input type="checkbox"/> 190 Linda Vista Drive |
| <input type="checkbox"/> 173 Linda Vista Drive | <input type="checkbox"/> 755 Valencia St       |
| <input type="checkbox"/> 177 Linda Vista Drive | <input type="checkbox"/> 1081 Valencia St      |
| <input type="checkbox"/> 181 Linda Vista Drive | <input type="checkbox"/> 292 Lindero Ave       |
| <input type="checkbox"/> 185 Linda Vista Drive | <input type="checkbox"/> 565 Valencia St       |
| <input type="checkbox"/> 189 Linda Vista Drive | <input type="checkbox"/> 274 Harvard Ave       |



# City of Lindsay



## DEPARTMENT OF CITY SERVICES

P.O. Box 369 — Lindsay, California 93247 — 150 North Mirage Ave.  
559 • 562 • 7102 x4  
559 • 562 • 5748 fax

Abril 21, 2021

[Redacted]  
[Redacted]

Lindsay, CA. 93247

Re: [Redacted]

Esta carta es para informarle sobre las metas del Programa de Mejoramiento de Calles de la Ciudad de Lindsay para el año fiscal 2021-2022. El Concejo Municipal le ha encomendado al personal de la ciudad sondear a los residentes a lo largo de Linda Vista Drive y averiguar si los propietarios apoyan la instalación de banquetas en todo el vecindario.

Muchos residentes de Linda Vista Drive han optado por colocar varias mejoras a lo largo de sus propiedades, como buzones de correo, cercas, jardinería y mejoras de concreto, por nombrar algunas. Si se instalaran banquetas a lo largo de Linda Vista Drive, las mejoras existentes tendrían que ser removidas y / o reubicadas. **Los costos iniciales para la instalación de la banqueta serían cubiertos por la Ciudad; sin embargo, todos los costos de mantenimiento futuros serían responsabilidad de cada propietario respectivo.**

**El personal de la ciudad está organizando dos reuniones vecinales en 120 Linda Vista Drive a las 12:30 pm y a las 5:30 pm el jueves 29 de abril de 2021 para responder cualquier pregunta.** Se recomienda a los residentes a asistir a cualquiera de las dos reuniones para hacer preguntas o solicitar más información sobre el proyecto. Habrá personal de la ciudad que hablará inglés y español.

Por favor complete el formulario de la encuesta y envíelo por correo con el sobre prepagado adjunto antes del viernes 30 de abril de 2021 (la carta debe recibirse por el correo a más tardar en esta fecha).

### PREGUNTAS FRECUENTES:

#### 1. ¿QUÉ SIGNIFICA SU RESPUESTA?

##### Si selecciona SÍ:

Si selecciona SÍ, significa que desea instalar una banqueta a lo largo de su propiedad. La cuneta existente se reemplazará (en la misma ubicación) con una cuneta y una banqueta de 5 pies de ancho y la calle se pavimentará.

**Si selecciona NO:**

Si selecciona NO, significa que NO quiere que se instalen banquetas a lo largo de su propiedad. El proyecto solo hará las reparaciones necesarias a la cuneta existente y la calle se pavimentará.

**Si NO HAY RESPUESTA:**

Si no se recibe respuesta, se considerará como un NO.

**2. ¿CÓMO SE DETERMINARÁ SI SE INSTALAN BANQUETAS?**

El personal de la ciudad contará todos los votos Sí y No recibidos y presentará los resultados al Concejo Municipal en la Reunión Regular del Concejo Municipal programada para martes 11 de mayo de 2021 a las 6 pm en Lindsay City Hall. Según el Código Municipal de la Ciudad de Lindsay 12.28.010 Construcción de banquetas: “En el momento en que dos tercios de todos los propietarios de cualquier cuadra en uno o ambos lados de cualquier calle de la ciudad o derecho de paso en la ciudad... estén de acuerdo para la instalación de banquetas en dicha calle, será obligatorio que se instalen banquetas para toda la cuadra de la calle de la ciudad o derecho de paso...”.

**3. ¿CUÁNTO DE MI PROPIEDAD SE LLEVARÁ LA CIUDAD PARA INSTALAR LA NUEVA BANQUETA?**

Nada. El derecho de paso de la ciudad se encuentra actualmente a 5 pies detrás de la cuneta existente. Sin embargo, hay mejoras existentes como cercas, árboles, césped, flores, bordillos de concreto, etc. que actualmente están en el derecho de paso de la ciudad y que tendrán que ser reubicados o removidos. El personal de la ciudad trabajará con cada propietario individualmente para realizar las modificaciones necesarias.

**4. ¿QUÉ PASARÁ CON MI CERCA, BUZÓN, JARDINEZ DE FLORES, ÁRBOLES, MEJORAS DE CONCRETO, ETC. EXISTENTES?**

Todas las mejoras dentro del área de construcción serán reubicadas o removidas y reinstaladas. El personal de la ciudad trabajará con cada propietario individualmente para realizar las modificaciones necesarias. Todos los costos de construcción serán cubiertos por la Ciudad.

Sin embargo, si tiene algún tipo de construcción ilegal, la Ciudad no será responsable de reubicar y / o reemplazar dicha construcción.

Complete el siguiente formulario y envíelo por correo con el sobre prepago adjunto antes del viernes 30 de abril de 2021 (la carta debe recibirse por el correo a más tardar en esta fecha). Si prefiere entregar su formulario en persona, también puede entregárselo a un miembro del personal de la Ciudad en una de las dos reuniones vecinales programadas para el jueves 29 de abril de 2021 en 120 Linda Vista Drive a las 12:30 p.m. y 5:30 p.m. Los miembros del personal de la ciudad estarán allí para responder cualquier pregunta relacionada con este proyecto.

RECUERDE, si no se recibe respuesta de su propiedad, se considerará como un voto NO.

Si tiene alguna pregunta, comuníquese con:

Neyba Amezcua  
Director Asistente de Servicios de la Ciudad  
150 N Mirage Ave  
Lindsay, CA 93247  
559-562-7102 Ext 4

# ENCUESTA

---

¿QUIERES INSTALAR BANQUETA? (seleccione uno marcando con una "X")

SI

NO

## Información del propietario de la propiedad:

Nombre \_\_\_\_\_

Firma \_\_\_\_\_

Dirección \_\_\_\_\_

Si desea discutir inquietudes específicas con el personal, proporcione lo siguiente información y nos pondremos en contacto con usted para programar una reunión:

# Teléfono: \_\_\_\_\_

Email: \_\_\_\_\_

Please check the address you are submitting this Survey for:

- |                                                |                                                |
|------------------------------------------------|------------------------------------------------|
| <input type="checkbox"/> 695 Valencia Street   | <input type="checkbox"/> 193 Linda Vista Drive |
| <input type="checkbox"/> 109 Linda Vista Drive | <input type="checkbox"/> 197 Linda Vista Drive |
| <input type="checkbox"/> 115 Linda Vista Drive | <input type="checkbox"/> 801 Valencia Street   |
| <input type="checkbox"/> 119 Linda Vista Drive | <input type="checkbox"/> 106 Linda Vista Drive |
| <input type="checkbox"/> 121 Linda Vista Drive | <input type="checkbox"/> 114 Linda Vista Drive |
| <input type="checkbox"/> 129 Linda Vista Drive | <input type="checkbox"/> 120 Linda Vista Drive |
| <input type="checkbox"/> 133 Linda Vista Drive | <input type="checkbox"/> 126 Linda Vista Drive |
| <input type="checkbox"/> 137 Linda Vista Drive | <input type="checkbox"/> 130 Linda Vista Drive |
| <input type="checkbox"/> 141 Linda Vista Drive | <input type="checkbox"/> 136 Linda Vista Drive |
| <input type="checkbox"/> 145 Linda Vista Drive | <input type="checkbox"/> 170 Linda Vista Drive |
| <input type="checkbox"/> 149 Linda Vista Drive | <input type="checkbox"/> 174 Linda Vista Drive |
| <input type="checkbox"/> 155 Linda Vista Drive | <input type="checkbox"/> 178 Linda Vista Drive |
| <input type="checkbox"/> 161 Linda Vista Drive | <input type="checkbox"/> 182 Linda Vista Drive |
| <input type="checkbox"/> 167 Linda Vista Drive | <input type="checkbox"/> 186 Linda Vista Drive |
| <input type="checkbox"/> 169 Linda Vista Drive | <input type="checkbox"/> 190 Linda Vista Drive |
| <input type="checkbox"/> 173 Linda Vista Drive | <input type="checkbox"/> 755 Valencia St       |
| <input type="checkbox"/> 177 Linda Vista Drive | <input type="checkbox"/> 1081 Valencia St      |
| <input type="checkbox"/> 181 Linda Vista Drive | <input type="checkbox"/> 292 Lindero Ave       |
| <input type="checkbox"/> 185 Linda Vista Drive | <input type="checkbox"/> 565 Valencia St       |
| <input type="checkbox"/> 189 Linda Vista Drive | <input type="checkbox"/> 274 Harvard Ave       |



## STAFF REPORT

TO: Lindsay City Council  
FROM: Lt. Nicholas Nave  
DEPARTMENT: Public Safety  
ITEM NO.: 10.1  
MEETING DATE: May 11, 2021

### **ACTION & RECOMMENDATION**

Public Safety Fee Study Overview and Update.

### **BACKGROUND | ANALYSIS**

Lindsay Municipal Code §3.01.130 et Seq. mandates that an annual review of rates and fees be conducted, and that council be provided with a report on all costs of city services, utilities, and enterprises. This provision includes fees collected by the Public Safety Department. The last annual review of Public Safety Department fees was conducted in 2011. The Public Safety Department is currently conducting a fee study to ensure both compliance with the provisions of the Municipal Code, and to ensure that fees collected are appropriate to the services being provided.

This project is not subject to Environmental Review.

### **FISCAL IMPACT**

Rates and Fees are a revenue item, so the only fiscal impact to the city is the cost of staff time to conduct the required research and prepare associated reports.

### **ATTACHMENTS**

- Proposed Amended Fee Schedule



## STAFF REPORT

### ATTACHMENT 1- Proposed Fee Schedule FY 21-22

Description	Authority	Current	Proposed
Bicycle License Registration	Council	\$3.00	Remove
Manual Fingerprints	Council	\$10.00	\$25.00
Live Scan Fingerprints	Council	\$10.00	\$25.00
Records Check/Clearance Letter	Council	\$10.00	\$20.00
Vehicle Equipment Correction- Our Cite	Council	\$0.00	\$20.00
Vehicle Equipment Correction- Other Agency's Cite	Council	\$10.00	\$20.00
VIN Verification	Council	\$10.00	\$20.00
Crime Report	6253(b)GC	.10 per page	\$1 per page
Crime Report- DV Victim Copy	6228 FC	Free	N/C
Fire Report	Council	.10 per page	\$1 per page
Photos/CD	6253(b)GC	\$15.00	\$20.00 (All Digital Media)
Traffic Accident Report	20012 VC	.10 per page	\$25.00
General Duplication (8.5"x11" STD)	6253(b)GC	.10 per page	N/C
Vehicle Release	Council	\$100.00	\$125.00
Animal Surrender (Self-Transport)	Council	\$30.00	\$50 per animal/\$100 per litter
Animal Surrender (Officer Transport)	Council	\$30.00	\$75 per animal/\$125 per litter
LMC Violations (1st Offense)	1.16.010 LMC	\$50.00	N/C
LMC Violations (2nd Offense)	1.16.010 LMC	\$100.00	N/C
LMC Violations (3rd & Subsequent Offense)	1.16.010 LMC	\$250.00	N/C
LMC Violations- Parking (Street, Etc.)	10.04.120(M) LMC	\$25.00	As per 10.04.190 LMC
LMC Violations- Parking (City Property) 1st offense	10.04.190 LMC	\$50.00	N/C
LMC Violations- Parking (City Property) 2nd offense	10.04.190 LMC	\$100.00	N/C
LMC Violations- Parking (City Property) 3rd & subsequent offense	10.04.190 LMC	\$250.00	N/C
LMC Violation- Handicapped Parking	10.04.120(M) LMC	\$25.00	\$250.00
Administrative Citation (Misdemeanor)	1.18.040(A) LMC	\$1,000.00	N/C
Administrative Citation (Infraction, 1st Offense)	1.18.040(B)(1) LMC	\$100.00	N/C
Administrative Citation (2nd Offense)	1.18.040(B)(2) LMC	\$200.00	N/C
Administrative Citation (3rd and subsequent)	1.18.040(B)(3) LMC	\$500.00	N/C
Fireworks Citation (First Offense)	53069.4GC, 12557 HS	\$1,000.00	N/C
Fireworks Citation (Second Offense)	53069.4GC, 12557 HS	\$2,000.00	N/C
Fireworks Citation (Third & Subsequent Offense)	53069.4GC, 12557 HS	\$3,000.00	N/C
Patches (Staff Only)	Council	\$10.00	Remove
Statutory Registrants	Council	\$10.00	\$25.00



## STAFF REPORT

False Alarm Response (1st & 2nd Response Calendar Year)	Council	FREE	FREE
False Alarm Response (3rd Response Calendar Year)	Council	\$25.00	FREE
False Alarm Response (4th Response Calendar Year)	Council	\$50.00	\$50.00
False Alarm Response (5th Response Calendar Year)	Council	\$100.00	\$100.00
False Alarm Response (6th & Subsequent Response Calendar Year)	Council	\$200.00	\$250.00
Booking Fees	29550.1GC	Pass	N/C
Emergency Response Fee	53150 et Seq. 10.09.010 et. Seq.,	Through None*	Actual Costs
DUI Response Fees	53150 GC et Seq.	None*	Actual Costs (~\$150 avg.)
<b>Proposed New Additions (FEMA Rates)</b>			
Fire Engine Hours	FEMA Rates	None	\$81.10
Fire Truck Hours	FEMA Rates	None	\$140.00
Brush Truck Hours	FEMA Rates	None	\$126.50
Water	Utility Cost	None	Utility Cost
Police Vehicle	FEMA Rates	None	\$16.05
Staff Time		None	Actual Costs

\*\*indicates proposed fee is at/below average for surrounding cities

\*\*indicates proposed fee is above surrounding cities