



## **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 25, 2021 in person and via webinar. The webinar address for members of the public is [https://www.bigmarker.com/griswold\\_lasalle/May-25-2021-Lindsay-Council-Meeting](https://www.bigmarker.com/griswold_lasalle/May-25-2021-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 Mayor Pro Tem FLORES.

- 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. LINDAY HIGH SCHOOL STUDENT REPORT**

*Presented by Leonardo Andrade, ASB City Council Representative*

- 9. RECOGNITION ITEMS**

9.1 Proclamation in Recognition of Memorial Day (p. 4)

9.2 Spring Reading Challenge Super Reader Award in Recognition of Sara Jean Satko (p. 5)

**10. CONSENT CALENDAR**

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

10.1 Minutes from May 11, 2021 City Council Regular Meeting (pp. 6-11)

10.2 Warrant List for May 5, 2021 through May 18, 2021 (pp. 12-17)

10.3 Lindsay Letter of Support for Senate Bill 559 (p. 18)

10.4 Consider Approval of Resolution 21-12, Extending the Sunset Date for Collection of the Service Fee for the Abandoned Vehicle Abatement (AVA) Program in Tulare County to April 30, 2032 (pp. 19-21)

10.5 Consider Approval of Resolution 21-16, Ordering the Preparation of an Engineer’s Report for Landscape and Lighting Maintenance Districts for Fiscal Year 2021-2022 (pp. 22-27)

10.6 Authorization for the City Manager to Extend Agreement with MV Cheng & Associates for an Interim Finance and Accounting Manager (pp. 28-32)

10.7 Consider Approval of Resolution 21-13, Establishing the Method of Collecting Sewer Fees and Charges (pp. 33-34)

10.8 Consider Approval of Resolution 21-14, Establishing the Method of Collecting Refuse Fees and Charges (pp. 35-36)

10.9 Consider Approval of Resolution 21-15, Establishing the Method of Collecting Delinquent Sewer, Refuse, and Water Fees and Charges (pp. 37-38)

**11. ACTION ITEMS**

11.1 Mid-Valley Disposal Franchise Agreement and Refuse Rates Increase (pp. 39-84)

A. Consider Approval of the Municipal Solid Waste Franchise Agreement Between the City of Lindsay and Mid-Valley Disposal, LLC and Authorize City Manager to Execute Agreement

B. Consider Approval of Resolution 21-17 Declaring the City of Lindsay’s Intention to Increase Solid Waste Refuse Rates, and Setting the Time, Date, and Location of Public Hearing

*Presented by Joseph M. Tanner, City Manager*

11.2 Consider Awarding Cannabis RFP to Elevate Lindsay for a Commercial Cannabis Business Dispensary (pp. 85-93)

*Presented by Joseph M. Tanner, City Manager*

**12. BREAK**

**13. DISCUSSION ITEMS**

13.1 Residential Development Overview and Update (p. 94)

*Presented by Michael Camarena, Director of City Services*

13.2 Fiscal Year 2021-2022 Budget and Five-Year Capital Outlay and Improvement Plan (CIP)

Overview and Update (pp. 95-111)

*Presented by Juana Espinoza, Director of Finance*

**14. EXECUTIVE (CLOSED) SESSION**

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

City Manager

**15. REQUEST FOR FUTURE ITEMS**

**16. 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.



# Proclamation

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**WHEREAS**, in 1971, Congress designated the last Monday in the month of May as “Memorial Day” to recognize those who lost their lives in service to our nation; and

**WHEREAS**, on this Memorial Day, the City of Lindsay wishes to thank those who are currently serving in the armed forces, to honor those who have served and comfort those who have lost someone who made the ultimate sacrifice;

**NOW, THEREFORE, BE IT RESOLVED**, that I, Ramona Caudillo, Mayor of the City of Lindsay, along with members of the Lindsay City Council, do hereby acknowledge May 31, 2021 as Memorial Day.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Lindsay to be affixed this 25<sup>th</sup> day of May, 2021.

**LINDSAY CITY COUNCIL**

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Ramona Caudillo, Mayor

2021 SPRING READING CHALLENGE  
SUPER READER AWARD

THIS CERTIFIES THAT

**SARA JEAN SATKO**

has been named the recipient of the Super Reader  
Award, given to the Lindsay Branch Library child  
patron with the most reading minutes in the period  
from March 30<sup>th</sup> to April 30<sup>th</sup> of 2021

MAY 25, 2021

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Ramona Caudillo,  
Mayor

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Yolanda Flores,  
Mayor Pro Tem



**LINDSAY CITY COUNCIL  
REGULAR MEETING AGENDA  
MINUTES**

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

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**1. CALL TO ORDER**

**2. ROLL CALL**

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

**3. PLEDGE**

Led by Council Member SERNA.

**4. APPROVAL OF AGENDA**

| <b>Motion to Approve Agenda</b> |                 |                   |       |        |          |        |         |
|---------------------------------|-----------------|-------------------|-------|--------|----------|--------|---------|
| 1 <sup>st</sup>                 | 2 <sup>nd</sup> | Result            | SERNA | FLORES | CAUDILLO | CERROS | SANCHEZ |
| CAUDILLO                        | SERNA           | (5-0)<br>Approved | Aye   | Aye    | Aye      | Aye    | Aye     |

**5. PUBLIC COMMENT**

- A resident identifying herself as Reina Orosco provided comment regarding an issue at her home with rental units. Ms. Orosco explained that when she bought the property, there were pre-existing illegal additional units; she now wishes to establish separate utility billing accounts for her main property and tenants but the City has informed her that there are various permits and code violations that must be resolved before the City can issue the proper utility accounts to the multifamily units. Ms. Orosco requested that some exception or other alternative be provided to her given that it would cost many thousands of dollars to bring the construction up to code.

**6. COUNCIL REPORT**

- Councilmember SERNA reported regarding surrounding pharmacies efforts to provide vaccines at full capacity and encouraged the public to make use of them.

- Mayor Pro Tem FLORES reported her attendance at the food drive organized by Councilmember CERROS which took place at the Wellness Center; she was happy to report many people were able to receive help.
- Councilmember CERROS reported the food drive was a success; many high school students attended and were able to receive high school credits for their volunteerism; he would hope the food drive could become a monthly occurrence.
- Mayor CAUDILLO reported her attendance at the EKGSA meeting on May 7<sup>th</sup> and shared concerns regarding drought conditions; she urged the community to be conscientious about water usage.

## 7. CITY MANAGER REPORT

- City Manager reported regarding his recent participation on an interview panel to select the new Tulare County Transit Authority Executive Director. The first round interviews included applicants from all over the country; from that applicant pool the top 4 applicants advanced to a second interview and negotiations are currently underway. The Executive Director will have a lot on their plate and the City and County alike are excited about what the future holds for transportation.
- The City recently onboarded two new employees and the timing could not be better. Ed Real joins the City as the new city planner and Edna Hubbard is the new engineering tech. The City has many projects slated for them to hit the ground running; it will be a trial by fire as far as work load. The City is also hoping to bring on two interns; the interns would be working in the areas of finance and engineering; the City is excited to provide this community benefit in career training and guidance.
- As a bit of good news, the City recently received an application from Mission Estates Project for a townhome development project near City Hall; the project would require a general plan update and zoning change; once completed, development plans will be submitted to the City.
- As of yesterday, the Treasury Department released guidelines regarding the American Rescue Plan and eligible uses for funds; the City will certainly have some homework to do as far as what is included/excluded. Recommendations for expenditures will be presented to City Council for final approval.

## 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)

| Motion to Approve Consent Calendar |                 |                   |       |        |          |        |         |
|------------------------------------|-----------------|-------------------|-------|--------|----------|--------|---------|
| 1 <sup>st</sup>                    | 2 <sup>nd</sup> | Result            | SERNA | FLORES | CAUDILLO | CERROS | SANCHEZ |
| CERROS                             | CAUDILLO        | (5-0)<br>Approved | Aye   | Aye    | Aye      | Aye    | Aye     |

## 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*

- Albert CENDEJAS, Assistant Director of CSET, joined the meeting via telephone. Mr. CENDEJAS explained that one of his primary duties is to oversee senior assistance programs. While it hasn't been a "normal" year for CSET, one of primary reasons seniors attend CSET programs is for socialization and to access free and healthy meals. Unfortunately, CSET has not been able to allow the congregation of seniors in one location given pandemic restrictions, especially for this vulnerable population. As a result, CSET transferred meal services to senior homes through Meals on Wheels; about 146 seniors in Lindsay have received meals since March 2020. CSET does not currently have an estimated opening date but are desperately trying to figure out how to support seniors in the community; they are also trying to do wellness checkups via phone. Monthly, CSET expenditures approximate \$11,000 in providing meal services to seniors in Lindsay. CSET hopes to be ready to go as soon as the state gives the final go ahead to congregate in person.
- Councilmember SERNA asked about the best ways to contact CSET if someone requires help. Mr. CENDEJAS responded that 1-800-321-2462 is the hotline for senior services specifically.
- Mayor CAUDILLO asked what the eligibility criteria was for seniors besides their age, such as income? Mr. CENDEJAS responded that there are no other guidelines; just 60 years and above. As centers open, CSET will begin to encourage able-bodied individuals to visit centers in person; anyone else can continue to receive Meals on Wheels. Mayor CAUDILLO asked about volunteering. Mr. CENDEJAS responded that there is a challenge right now in bringing on volunteers given the pandemic and the vulnerable population CSET serves; for now it would be best to wait on volunteer opportunities.



- Councilmember SERNA asked if transportation is provided for those who need it. Mr. CENDEJAS responded that when the center opens transportation services will resume; TCAG bus passes are distributed to eligible seniors to travel from their home to the centers and back.
- Councilmember CERROS asked if the seniors at Lindsay Gardens are part of this program? Mr. CENDEJAS responded that any eligible seniors are welcome; however, seniors that are following a prescribed diet should continue to follow that diet; CSET would not want to overstep their boundaries.

| <b>Motion to Approve Item 9.1</b> |                 |                   |       |        |          |        |         |
|-----------------------------------|-----------------|-------------------|-------|--------|----------|--------|---------|
| 1 <sup>st</sup>                   | 2 <sup>nd</sup> | Result            | SERNA | FLORES | CAUDILLO | CERROS | SANCHEZ |
| SANCHEZ                           | CERROS          | (5-0)<br>Approved | Aye   | Aye    | Aye      | Aye    | Aye     |

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*

- Mayor CAUDILLO asked whether trees would be removed at property owners cost? Ms. AMEZCUA responded that to the degree possible, trees would not be removed, only roots impacting City sidewalks would be removed; in the event a tree needs to be removed the property owner would be contacted.
- Council Member CERROS asked about the difference between slurry and cape seals. Ms. AMEZCUA responded that slurry seals are used for streets 5-7 years old; the slurry seal concept is to essentially “moisturize” the road so that it does not crack. For streets 8-10 years old, cape seals would be utilized.
- Mayor CAUDILLO asked when the City is planning to start the slurry seals projects. Ms. AMEZCUA
- responded that the project would go out to bid as early as July.
- Councilmember CERROS asked for clarification regarding staff’s recommendation to slurry seal all the proposed streets or only some. Ms. AMEZCUA responded that all the identified streets would receive maintenance, either slurry or cape seal.
- Mayor CAUDILLO asked how long roads would remain non-operational during the maintenance process. Ms. AMEZCUA responded it normally takes about 8 hours to dry; the City would put out signs and restrict parking during that time.
- Councilmember SANCHEZ asked which portions of Lafayette would receive work. Ms. AMEZCUA responded that all the specifications regarding limits of work for roadways are included on staff report.
- Mayor CAUDILLO mentioned issues with trailer parking on Maple that cause road deterioration; are there plans in place to cite offenders for improper parking? Ms. AMEZCUA responded that all it takes is for people to call the public safety department and report improper parking.
- Mayor CAUDILLO and Councilmember SANCHEZ recused themselves from the vote based on property ownership concerns on the identified street projects.

| <b>Motion to Approve Item 9.2 A<br/>Seals and Cape Seal Projects</b> |                 |        |       |        |          |        |         |
|--|-----------------|--------|-------|--------|----------|--------|---------|
| 1 <sup>st</sup>  | 2 <sup>nd</sup> | Result | SERNA | FLORES | CAUDILLO | CERROS | SANCHEZ |

|        |         |                   |     |     |         |     |         |
|--------|---------|-------------------|-----|-----|---------|-----|---------|
| CERROS | SANCHEZ | (3-0)<br>Approved | Aye | Aye | Recused | Aye | Recused |
|--------|---------|-------------------|-----|-----|---------|-----|---------|

- Ms. AMEZCUA moved on to discussion of the Linda Vista Rehabilitation Project.
- Mayor Pro Tem FLORES asked if it was absolutely necessary to pave the Valencia portion. Ms. AMEZCUA answered that it was necessary because without it, the project would require too many modifications; taking into account Measure R funds, Option 1 actually turns out to be the less expensive option for the City.
- Mayor Pro Tem FLORES expressed support for Option 1 because it is the only one that has sidewalks; this is best for the community. City Manager TANNER responded that there will be quite a bit of work involved in relocating structures along front yards; some people might not like the intrusion; using Measure R funding does not necessarily mean there will be less money for future improvements.
- Councilmember SANCHEZ asked if there are any other projects for which the City was planning on using the slated Measure R funds. Director of City Services CAMARENA responded that a planning document is in the works to set out Measure R priorities for the City but as of right now, no.

| <b>Motion to Approve Item 9.2 B</b>                |                 |                   |       |        |          |        |         |
|--|-----------------|-------------------|-------|--------|----------|--------|---------|
| <b>Linda Vista Rehabilitation Project Option 1</b> |                 |                   |       |        |          |        |         |
| 1 <sup>st</sup>                                    | 2 <sup>nd</sup> | Result            | SERNA | FLORES | CAUDILLO | CERROS | SANCHEZ |
| FLORES   | SANCHEZ         | (5-0)<br>Approved | Aye   | Aye    | Recused  | Aye    | Recused |

- Ms. AMEZCUA moved on to discussion of the Hermosa Phase II Rehabilitation Project.
- Mayor Pro Tem FLORES asked if schools along Hermosa would be impacted? Ms. AMEZCUA answered that while she would love to bid the entire project out at once to get a bargain it will be bid out in portions so as to minimize impact on schools.

| <b>Motion to Approve Item 9.2 C</b>            |                 |                   |       |        |          |        |         |
|--|-----------------|-------------------|-------|--------|----------|--------|---------|
| <b>Hermosa Phase II Rehabilitation Project</b> |                 |                   |       |        |          |        |         |
| 1 <sup>st</sup>                                | 2 <sup>nd</sup> | Result            | SERNA | FLORES | CAUDILLO | CERROS | SANCHEZ |
| CERROS   | SANCHEZ         | (5-0)<br>Approved | Aye   | Aye    | Aye      | Aye    | Aye     |

## 10. DISCUSSION ITEMS

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

*Presented by Lt. Nicholas Nave, Public Safety*

- Lt. NAVE explained that this item is being presented ahead of the required annual review with fee amendments that will be presented at a later date to Council for final approval. The proposed fee for fingerprinting service at \$25 reflects the actual staff cost of providing fingerprinting/live scan services; the actual staff costs reflects the price of pulling an officer off patrol to review the documents and perform the service.
- Mayor Pro Tem FLORES asked if this service could be performed by someone in a clerical position. Lt. NAVE answered that there is currently no clerical members of staff available to

perform that service. CITY MANAGER added that this is a common issue for public safety departments in very small cities that are short-staffed.

- Lt. NAVE further presented the following: proposal to raise digital media supplies from \$15 to \$20 given that certain requests will require file sizes larger than CD/DVD such as thumb drives or external hard drive; proposal to raise animal control fees from the current \$30 to \$75 which would encompass the \$40 fee the department currently pays to surrender an animal, as well as staff transport costs; there will be a smaller fee modification for a resident that decides to transport an animal themselves; proposal to modify the alarm ordinance violations; the first 2 violations are free in rolling 12-month period.
- Mayor CAUDILLO asked how many false alarms the department usually gets. Lt. NAVE responded that it is quite a few; a good portion come from repeat offenders which is why the department has recommended a tiered approach for violations.
- Mayor Pro Tem FLORES asked about how the department plans to issue citations for fireworks violations. Lt. NAVE responded that the administrative citation process would apply here; in the past the department found themselves having to prove a specific individual had detonated a firework; the administrative citation can be assessed to a property where a firework was set.
- Councilmember SERNA asked if such property owners would be arrested for fireworks detonations. Lt. NAVE answered that the preferred course of action is to issue the administrative citation but that does not preclude an arrest if warranted.

## **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**

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| Check#       | Fund                  | Date     | Vendor # | Vendor Name         | Description         | Amount               |
|--------------|-----------------------|----------|----------|---------------------|---------------------|----------------------|
| <b>TOTAL</b> |                       |          |          |                     |                     | <b>\$ 186,859.82</b> |
| <b>18776</b> |                       |          |          |                     |                     | <b>\$370.40</b>      |
|              | 101 - GENERAL FUND    | 05/07/21 | 3977     | AFLAC               | DED:015 AFLAC       | 370.40               |
| <b>18777</b> |                       |          |          |                     |                     | <b>\$584.34</b>      |
|              | 101 - GENERAL FUND    | 05/07/21 | 4660     | CITY OF LINDSAY     | DED:052 WELLNESS    | 4.62                 |
|              | 101 - GENERAL FUND    | 05/07/21 | 4660     | CITY OF LINDSAY     | DED:CDBG CDBG PMT   | 182.72               |
|              | 101 - GENERAL FUND    | 05/07/21 | 4660     | CITY OF LINDSAY     | DED:L203 CDBG LOAN  | 397.00               |
| <b>18778</b> |                       |          |          |                     |                     | <b>\$888.29</b>      |
|              | 101 - GENERAL FUND    | 05/07/21 | 451      | CITY OF LINDSAY EMP | DED:0503 SEC 125    | 879.29               |
|              | 101 - GENERAL FUND    | 05/07/21 | 451      | CITY OF LINDSAY EMP | DED:0505 SEC 125    | 9.00                 |
| <b>18779</b> |                       |          |          |                     |                     | <b>\$114.73</b>      |
|              | 101 - GENERAL FUND    | 05/07/21 | 3192     | SEIU LOCAL 521      | DED:DUES UNION DUES | 114.73               |
| <b>18780</b> |                       |          |          |                     |                     | <b>\$7,228.85</b>    |
|              | 101 - GENERAL FUND    | 05/07/21 | 6452     | GREAT-WEST TRUST    | DED:0500 DEF COMP   | 2,930.32             |
|              | 101 - GENERAL FUND    | 05/07/21 | 6452     | GREAT-WEST TRUST    | DED:ROTH ROTH       | 225.00               |
|              | 101 - GENERAL FUND    | 05/07/21 | 6452     | GREAT-WEST TRUST    | DED:151 DEFERCOMP   | 2,615.37             |
|              | 101 - GENERAL FUND    | 05/07/21 | 6452     | GREAT-WEST TRUST    | DED:0555 DC LOANPAY | 1,458.16             |
| <b>18781</b> |                       |          |          |                     |                     | <b>\$94.15</b>       |
|              | 101 - GENERAL FUND    | 05/07/21 | 6409     | BERNARD HEALTH LEGA | DED:MET MET LAW     | 94.15                |
| <b>18782</b> |                       |          |          |                     |                     | <b>\$50.82</b>       |
|              | 101 - GENERAL FUND    | 05/07/21 | 2325     | LINDSAY PUBLIC SAFE | DED:LPOA LPOA DUES  | 50.82                |
| <b>18783</b> |                       |          |          |                     |                     | <b>\$189.23</b>      |
|              | 101 - GENERAL FUND    | 05/07/21 | 3042     | STATE DISBURSEMENT  | DED:0512 CHILD SUPT | 189.23               |
| <b>18784</b> |                       |          |          |                     |                     | <b>\$391.21</b>      |
|              | 101 - GENERAL FUND    | 05/07/21 | 1955     | TEAMSTERS LOCAL 856 | DED:0508 TEAMSTERS  | 391.21               |
| <b>18785</b> |                       |          |          |                     |                     | <b>\$300.00</b>      |
|              | 400 - WELLNESS CENTER | 05/07/21 | 6366     | DJ REY              | MOVIE NIGHT @ PARK  | 300.00               |
| <b>18786</b> |                       |          |          |                     |                     | <b>\$9,000.00</b>    |
|              | 556 - VITA-PAKT       | 05/07/21 | 5760     | ED & EDNA BROWER IR | LEASE PAYMENT       | 9,000.00             |
| <b>18787</b> |                       |          |          |                     |                     | <b>\$2,148.29</b>    |
|              | 101 - GENERAL FUND    | 05/17/21 | 6591     | ADVANCED EQUIPMENT  | DUMP REAR TRUCK TIR | 715.13               |
|              | 101 - GENERAL FUND    | 05/17/21 | 6591     | ADVANCED EQUIPMENT  | GOLF CART REPAIR    | 502.13               |
|              | 101 - GENERAL FUND    | 05/17/21 | 6591     | ADVANCED EQUIPMENT  | HYDRAULIC FILTER    | 199.62               |
|              | 101 - GENERAL FUND    | 05/17/21 | 6591     | ADVANCED EQUIPMENT  | KUBOTA -REPAIR      | 363.22               |
|              | 101 - GENERAL FUND    | 05/17/21 | 6591     | ADVANCED EQUIPMENT  | OIL SERVICE         | 368.19               |
| <b>18788</b> |                       |          |          |                     |                     | <b>\$110.62</b>      |
|              | 101 - GENERAL FUND    | 05/17/21 | 6362     | AMERICAN BUSINESS M | TONERS              | 110.62               |
| <b>18789</b> |                       |          |          |                     |                     | <b>\$782.20</b>      |
|              | 101 - GENERAL FUND    | 05/17/21 | 6600     | AMERICAN HERITAGE L | ACCIDENT PLAN       | 782.20               |
| <b>18790</b> |                       |          |          |                     |                     | <b>\$1,339.00</b>    |
|              | 400 - WELLNESS CENTER | 05/17/21 | 3898     | AMERICAN INCORPORAT | WELLNESS AC SRVC    | 1,339.00             |
| <b>18791</b> |                       |          |          |                     |                     | <b>\$100.00</b>      |
|              | 101 - GENERAL FUND    | 05/17/21 | 6616     | AMY LOOMIS          | ARBOR DEPOSIT REFUN | 100.00               |
| <b>18792</b> |                       |          |          |                     |                     | <b>\$100.00</b>      |
|              | 101 - GENERAL FUND    | 05/17/21 | 6635     | ARIEL BETANCOURT    | ARBOR DEPOSIT REFUN | 100.00               |
| <b>18793</b> |                       |          |          |                     |                     | <b>\$330.98</b>      |
|              | 101 - GENERAL FUND    | 05/17/21 | 5457     | AUTO ZONE COMMERCIA | ANTIFREEZE          | 29.34                |
|              | 101 - GENERAL FUND    | 05/17/21 | 5457     | AUTO ZONE COMMERCIA | BATTERY             | (265.15)             |
|              | 101 - GENERAL FUND    | 05/17/21 | 5457     | AUTO ZONE COMMERCIA | BATTERY             | 208.60               |
|              | 101 - GENERAL FUND    | 05/17/21 | 5457     | AUTO ZONE COMMERCIA | BATTERY             | 265.15               |
|              | 101 - GENERAL FUND    | 05/17/21 | 5457     | AUTO ZONE COMMERCIA | DIESEL KYLEE        | 10.32                |
|              | 101 - GENERAL FUND    | 05/17/21 | 5457     | AUTO ZONE COMMERCIA | DIGITAL GAUGE       | 17.39                |
|              | 101 - GENERAL FUND    | 05/17/21 | 5457     | AUTO ZONE COMMERCIA | FUEL CAP            | 7.17                 |
|              | 552 - WATER           | 05/17/21 | 5457     | AUTO ZONE COMMERCIA | MOTOR OIL           | 58.16                |

|              |                                |          |      |                     |                     |                   |
|--------------|--------------------------------|----------|------|---------------------|---------------------|-------------------|
| <b>18794</b> |                                |          |      |                     |                     | <b>\$8.40</b>     |
|              | 101 - GENERAL FUND             | 05/17/21 | 3232 | BIG BEN'S           | MOULDING, COVE      | 8.40              |
| <b>18795</b> |                                |          |      |                     |                     | <b>\$1,170.00</b> |
|              | 552 - WATER                    | 05/17/21 | 051  | BSK                 | BACTI-MONTHLY TESTI | 1,170.00          |
| <b>18796</b> |                                |          |      |                     |                     | <b>\$508.00</b>   |
|              | 101 - GENERAL FUND             | 05/17/21 | 5013 | BUZZ KILL PEST CONT | 157 N MIRAGE 4/29   | 30.00             |
|              | 101 - GENERAL FUND             | 05/17/21 | 5013 | BUZZ KILL PEST CONT | 174 SWEETBIER 4/29  | 31.00             |
|              | 101 - GENERAL FUND             | 05/17/21 | 5013 | BUZZ KILL PEST CONT | 801 ELMWOOD 4/29    | 22.00             |
|              | 400 - WELLNESS CENTER          | 05/17/21 | 5013 | BUZZ KILL PEST CONT | 860 SEQUOIA 2/26    | 85.00             |
|              | 400 - WELLNESS CENTER          | 05/17/21 | 5013 | BUZZ KILL PEST CONT | 860 SEQUOIA 11/30   | 85.00             |
|              | 400 - WELLNESS CENTER          | 05/17/21 | 5013 | BUZZ KILL PEST CONT | 860 SEQUOIA 3/29    | 85.00             |
|              | 400 - WELLNESS CENTER          | 05/17/21 | 5013 | BUZZ KILL PEST CONT | 860 SEQUOIA 4/29    | 85.00             |
|              | 400 - WELLNESS CENTER          | 05/17/21 | 5013 | BUZZ KILL PEST CONT | 860 SEQUOIA AVE 1/2 | 85.00             |
| <b>18797</b> |                                |          |      |                     |                     | <b>\$925.29</b>   |
|              | 552 - WATER                    | 05/17/21 | 076  | CENTRAL VALLEY BUSI | ENVELOPES           | 257.53            |
|              | 553 - SEWER                    | 05/17/21 | 076  | CENTRAL VALLEY BUSI | ENVELOPES           | 257.53            |
|              | 554 - REFUSE                   | 05/17/21 | 076  | CENTRAL VALLEY BUSI | ENVELOPES           | 257.53            |
|              | 101 - GENERAL FUND             | 05/17/21 | 076  | CENTRAL VALLEY BUSI | BUSINESS CARDS-MAYO | 152.70            |
| <b>18798</b> |                                |          |      |                     |                     | <b>\$3,500.00</b> |
|              | 261 - GAS TAX FUND             | 05/17/21 | 1702 | CENTRAL VALLEY SWEE | APRIL 2021- SWEEPIN | 3,500.00          |
| <b>18799</b> |                                |          |      |                     |                     | <b>\$400.00</b>   |
|              | 400 - WELLNESS CENTER          | 05/17/21 | 5930 | CHRIS ALLARD        | PM SERVICE          | 800.00            |
|              | 101 - GENERAL FUND             | 05/17/21 | 5930 | CHRIS ALLARD        | CHILD SUPPORT -IWO  | (400.00)          |
| <b>18800</b> |                                |          |      |                     |                     | <b>\$3,998.37</b> |
|              | 552 - WATER                    | 05/17/21 | 5832 | CINTAS CORPORATION  | OPERATING SUPPLIES  | 28.13             |
|              | 552 - WATER                    | 05/17/21 | 5832 | CINTAS CORPORATION  | OPERATING SUPPLIES  | 33.58             |
|              | 553 - SEWER                    | 05/17/21 | 5832 | CINTAS CORPORATION  | OPERATING SUPPLIES  | <b>33.58</b>      |
|              | 553 - SEWER                    | 05/17/21 | 5832 | CINTAS CORPORATION  | OPERATING SUPPLIES  | 28.13             |
|              | 554 - REFUSE                   | 05/17/21 | 5832 | CINTAS CORPORATION  | OPERATING SUPPLIES  | 28.13             |
|              | 554 - REFUSE                   | 05/17/21 | 5832 | CINTAS CORPORATION  | OPERATING SUPPLIES  | 33.58             |
|              | 556 - VITA-PAKT                | 05/17/21 | 5832 | CINTAS CORPORATION  | OPERATING SUPPLIES  | 33.55             |
|              | 556 - VITA-PAKT                | 05/17/21 | 5832 | CINTAS CORPORATION  | OPERATING SUPPLIES  | 28.16             |
|              | 101 - GENERAL FUND             | 05/17/21 | 5832 | CINTAS CORPORATION  | OPERATING SUPPLIES  | 28.13             |
|              | 101 - GENERAL FUND             | 05/17/21 | 5832 | CINTAS CORPORATION  | OPERATING SUPPLIES  | 28.13             |
|              | 101 - GENERAL FUND             | 05/17/21 | 5832 | CINTAS CORPORATION  | OPERATING SUPPLIES  | 28.13             |
|              | 101 - GENERAL FUND             | 05/17/21 | 5832 | CINTAS CORPORATION  | OPERATING SUPPLIES  | 33.58             |
|              | 101 - GENERAL FUND             | 05/17/21 | 5832 | CINTAS CORPORATION  | OPERATING SUPPLIES  | 33.58             |
|              | 101 - GENERAL FUND             | 05/17/21 | 5832 | CINTAS CORPORATION  | OPERATING SUPPLIES  | 33.58             |
|              | 305 - COVID-19 EMERGENCY FUND  | 05/17/21 | 5832 | CINTAS CORPORATION  | ULTRACLEAN OFFICES  | 891.60            |
|              | 305 - COVID-19 EMERGENCY FUND  | 05/17/21 | 5832 | CINTAS CORPORATION  | ULTRACLEAN OFFICES  | 891.60            |
|              | 305 - COVID-19 EMERGENCY FUND  | 05/17/21 | 5832 | CINTAS CORPORATION  | ULTRACLEAN          | 891.60            |
|              | 305 - COVID-19 EMERGENCY FUND  | 05/17/21 | 5832 | CINTAS CORPORATION  | ULTRACLEAN-OFFICES  | 891.60            |
| <b>18801</b> |                                |          |      |                     |                     | <b>\$1,512.00</b> |
|              | 553 - SEWER                    | 05/17/21 | 279  | CITY OF PORTERVILLE | 30-016544 LAB 12/20 | 612.00            |
|              | 553 - SEWER                    | 05/17/21 | 279  | CITY OF PORTERVILLE | 30-016544LAB 3/2021 | 544.00            |
|              | 101 - GENERAL FUND             | 05/17/21 | 279  | CITY OF PORTERVILLE | 01-000680ANIMAL 3/2 | 356.00            |
| <b>18802</b> |                                |          |      |                     |                     | <b>\$5,994.83</b> |
|              | 883 - SIERRA VIEW ASSESSMENT   | 05/17/21 | 6090 | CLEAN CUT LANDSCAPE | EXTRA WORK-IRRIGATI | 180.00            |
|              | 884 - HERITAGE ASSESSMENT DIST | 05/17/21 | 6090 | CLEAN CUT LANDSCAPE | EXTRA WORK-IRRIGATI | 160.00            |
|              | 884 - HERITAGE ASSESSMENT DIST | 05/17/21 | 6090 | CLEAN CUT LANDSCAPE | EXTRA WORK-IRRIGATI | 228.50            |
|              | 889 - SIERRA VISTA ASSESSMENT  | 05/17/21 | 6090 | CLEAN CUT LANDSCAPE | EXTRA WORK-IRRIGATI | 94.50             |
|              | 890 - MAPLE VALLEY ASSESSMENT  | 05/17/21 | 6090 | CLEAN CUT LANDSCAPE | EXTRA WORK-IRRIGATI | 210.00            |
|              | 890 - MAPLE VALLEY ASSESSMENT  | 05/17/21 | 6090 | CLEAN CUT LANDSCAPE | EXTRA WORK-IRRIGATI | 133.00            |
|              | 891 - PELOUS RANCH             | 05/17/21 | 6090 | CLEAN CUT LANDSCAPE | EXTRA WORK-IRRIGATI | 220.00            |
|              | 891 - PELOUS RANCH             | 05/17/21 | 6090 | CLEAN CUT LANDSCAPE | EXTRA WORK-IRRIGATI | 203.50            |
|              | 884 - HERITAGE ASSESSMENT DIST | 05/17/21 | 6090 | CLEAN CUT LANDSCAPE | HERITAGE            | 274.00            |
|              | 887 - SWEETBRIER TOWNHOUSES    | 05/17/21 | 6090 | CLEAN CUT LANDSCAPE | HERMOSA             | 475.00            |
|              | 890 - MAPLE VALLEY ASSESSMENT  | 05/17/21 | 6090 | CLEAN CUT LANDSCAPE | MAPLE VALLEY        | 45.00             |
|              | 888 - PARKSIDE                 | 05/17/21 | 6090 | CLEAN CUT LANDSCAPE | PARKSIDE            | 197.00            |
|              | 891 - PELOUS RANCH             | 05/17/21 | 6090 | CLEAN CUT LANDSCAPE | PELOUS RANCH        | 509.00            |

|                               |          |      |                     |                     |                    |
|-------------------------------|----------|------|---------------------|---------------------|--------------------|
| 886 - SAMOA                   | 05/17/21 | 6090 | CLEAN CUT LANDSCAPE | SAMOA               | 133.00             |
| 883 - SIERRA VIEW ASSESSMENT  | 05/17/21 | 6090 | CLEAN CUT LANDSCAPE | SIERRA VIEW         | 1,129.00           |
| 889 - SIERRA VISTA ASSESSMENT | 05/17/21 | 6090 | CLEAN CUT LANDSCAPE | SIERRA VISTA        | 83.33              |
| 400 - WELLNESS CENTER         | 05/17/21 | 6090 | CLEAN CUT LANDSCAPE | WELLNESS LANDSCAPE  | 860.00             |
| 400 - WELLNESS CENTER         | 05/17/21 | 6090 | CLEAN CUT LANDSCAPE | WELLNESS LANDSCAPE  | 860.00             |
| <b>18803</b>                  |          |      |                     |                     | <b>\$63.00</b>     |
| 101 - GENERAL FUND            | 05/17/21 | 2319 | COMPUTER SYSTEMS PL | ANTIVIRUS PROGRAM   | 63.00              |
| <b>18804</b>                  |          |      |                     |                     | <b>\$1,914.00</b>  |
| 552 - WATER                   | 05/17/21 | 6634 | CORRPRO COMPANIES,  | INSPECTION TANK SRV | 1,914.00           |
| <b>18805</b>                  |          |      |                     |                     | <b>\$3,400.00</b>  |
| 552 - WATER                   | 05/17/21 | 6118 | CVIN LLC D.B.A. VAS | 2/1/21-2/28/21      | 283.34             |
| 553 - SEWER                   | 05/17/21 | 6118 | CVIN LLC D.B.A. VAS | 2/1/21-2/28/21      | 283.34             |
| 554 - REFUSE                  | 05/17/21 | 6118 | CVIN LLC D.B.A. VAS | 2/1/21-2/28/21      | 283.32             |
| 552 - WATER                   | 05/17/21 | 6118 | CVIN LLC D.B.A. VAS | 3/1/21-3/31/21      | 283.34             |
| 553 - SEWER                   | 05/17/21 | 6118 | CVIN LLC D.B.A. VAS | 3/1/21-3/31/21      | 283.34             |
| 554 - REFUSE                  | 05/17/21 | 6118 | CVIN LLC D.B.A. VAS | 3/1/21-3/31/21      | 283.32             |
| 552 - WATER                   | 05/17/21 | 6118 | CVIN LLC D.B.A. VAS | 4/1/21-4/30/21      | 283.34             |
| 553 - SEWER                   | 05/17/21 | 6118 | CVIN LLC D.B.A. VAS | 4/1/21-4/30/21      | 283.34             |
| 554 - REFUSE                  | 05/17/21 | 6118 | CVIN LLC D.B.A. VAS | 4/1/21-4/30/21      | 283.32             |
| 552 - WATER                   | 05/17/21 | 6118 | CVIN LLC D.B.A. VAS | 5/1/21-5/31/21      | 283.34             |
| 553 - SEWER                   | 05/17/21 | 6118 | CVIN LLC D.B.A. VAS | 5/1/21-5/31/21      | 283.34             |
| 554 - REFUSE                  | 05/17/21 | 6118 | CVIN LLC D.B.A. VAS | 5/1/21-5/31/21      | 283.32             |
| <b>18806</b>                  |          |      |                     |                     | <b>\$200.00</b>    |
| 400 - WELLNESS CENTER         | 05/17/21 | 6606 | DANIEL CORDOVA      | FITWITHIN-SOCCER    | 200.00             |
| <b>18807</b>                  |          |      |                     |                     | <b>\$316.73</b>    |
| 261 - GAS TAX FUND            | 05/17/21 | 113  | DEPT OF TRANSPORTAT | LIGHTS-JAN-MAR 2021 | 316.73             |
| <b>18808</b>                  |          |      |                     |                     | <b>\$605.40</b>    |
| 700 - CDBG REVOLVING LN FUND  | 05/17/21 | 2540 | DEPT.OF HOUSING & C | CDBG 4/30/2021      | 605.40             |
| <b>18809</b>                  |          |      |                     |                     | <b>\$4,506.79</b>  |
| 781 - CAL HOME RLF            | 05/17/21 | 2540 | DEPT.OF HOUSING & C | CAL HOME 4/30/21    | 4,506.79           |
| <b>18810</b>                  |          |      |                     |                     | <b>\$3,645.83</b>  |
| 720 - HOME REVOLVING LN FUND  | 05/17/21 | 2540 | DEPT.OF HOUSING & C | HOME- 4/30/21       | 3,645.83           |
| <b>18811</b>                  |          |      |                     |                     | <b>\$4,810.32</b>  |
| 553 - SEWER                   | 05/17/21 | 5978 | DOMINO SOLAR LTD    | 3/1/21-3/31/21      | 4,810.32           |
| <b>18812</b>                  |          |      |                     |                     | <b>\$167.79</b>    |
| 101 - GENERAL FUND            | 05/17/21 | 3218 | FARMERS TRACTOR & E | ASSY-FUEL TANK MAIN | 29.33              |
| 101 - GENERAL FUND            | 05/17/21 | 3218 | FARMERS TRACTOR & E | EQUIP MAINT         | 138.46             |
| <b>18813</b>                  |          |      |                     |                     | <b>\$9.21</b>      |
| 552 - WATER                   | 05/17/21 | 6636 | FAUSTINA MENTADO    | 001214-13 WATERREFU | 9.21               |
| <b>18814</b>                  |          |      |                     |                     | <b>\$14,961.92</b> |
| 552 - WATER                   | 05/17/21 | 137  | FRIANT WATER AUTHOR | FKC O &M JUNE 2021  | 5,607.00           |
| 552 - WATER                   | 05/17/21 | 137  | FRIANT WATER AUTHOR | SJDMWA JUNE 2021    | 9,354.92           |
| <b>18815</b>                  |          |      |                     |                     | <b>\$1,306.55</b>  |
| 101 - GENERAL FUND            | 05/17/21 | 6010 | FRONTIER COMMUNICAT | 0                   | 8.67               |
| 101 - GENERAL FUND            | 05/17/21 | 6010 | FRONTIER COMMUNICAT | 209-042-9309        | 1.99               |
| 552 - WATER                   | 05/17/21 | 6010 | FRONTIER COMMUNICAT | 209-150-2936        | 84.17              |
| 553 - SEWER                   | 05/17/21 | 6010 | FRONTIER COMMUNICAT | 209-150-3621        | 120.44             |
| 552 - WATER                   | 05/17/21 | 6010 | FRONTIER COMMUNICAT | 209-151-2650        | 23.13              |
| 553 - SEWER                   | 05/17/21 | 6010 | FRONTIER COMMUNICAT | 209-151-2650        | 23.13              |
| 101 - GENERAL FUND            | 05/17/21 | 6010 | FRONTIER COMMUNICAT | 209-151-2650        | 23.13              |
| 101 - GENERAL FUND            | 05/17/21 | 6010 | FRONTIER COMMUNICAT | 209-151-2650        | 23.13              |
| 101 - GENERAL FUND            | 05/17/21 | 6010 | FRONTIER COMMUNICAT | 209-151-2652        | 46.25              |
| 553 - SEWER                   | 05/17/21 | 6010 | FRONTIER COMMUNICAT | 209-151-2654        | 46.25              |
| 553 - SEWER                   | 05/17/21 | 6010 | FRONTIER COMMUNICAT | 209-151-2655        | 46.25              |
| 101 - GENERAL FUND            | 05/17/21 | 6010 | FRONTIER COMMUNICAT | 209-151-2656        | 46.25              |
| 101 - GENERAL FUND            | 05/17/21 | 6010 | FRONTIER COMMUNICAT | 209-151-2662        | 61.16              |
| 553 - SEWER                   | 05/17/21 | 6010 | FRONTIER COMMUNICAT | 559-562-6317        | 83.98              |
| 552 - WATER                   | 05/17/21 | 6010 | FRONTIER COMMUNICAT | 562-1552            | 102.64             |
| 101 - GENERAL FUND            | 05/17/21 | 6010 | FRONTIER COMMUNICAT | 562-2512            | 144.53             |
| 552 - WATER                   | 05/17/21 | 6010 | FRONTIER COMMUNICAT | 562-7131            | 140.50             |
| 553 - SEWER                   | 05/17/21 | 6010 | FRONTIER COMMUNICAT | 562-7132            | 280.95             |

|              |                       |          |      |                     |                     |                    |
|--------------|-----------------------|----------|------|---------------------|---------------------|--------------------|
| <b>18816</b> |                       |          |      |                     |                     | <b>\$2,023.61</b>  |
|              | 101 - GENERAL FUND    | 05/17/21 | 5647 | GRISWOLD,LASSALLE,C | MATTER: ARTURO RUIZ | 1,666.21           |
|              | 101 - GENERAL FUND    | 05/17/21 | 5647 | GRISWOLD,LASSALLE,C | MATTER: CITY CLERK  | 67.00              |
|              | 101 - GENERAL FUND    | 05/17/21 | 5647 | GRISWOLD,LASSALLE,C | MATTER:MID VALLEY C | 290.40             |
| <b>18817</b> |                       |          |      |                     |                     | <b>\$500.00</b>    |
|              | 400 - WELLNESS CENTER | 05/17/21 | 6567 | HEATHER CARTER      | FIT WITHIN          | 500.00             |
| <b>18818</b> |                       |          |      |                     |                     | <b>\$1,982.45</b>  |
|              | 554 - REFUSE          | 05/17/21 | 6633 | HERC RENTALS INC.   | REFUSE-CLEAN UP EVE | 1,982.45           |
| <b>18819</b> |                       |          |      |                     |                     | <b>\$200.00</b>    |
|              | 400 - WELLNESS CENTER | 05/17/21 | 6598 | JAMMIE KOHEN        | FIT WITHIN          | 200.00             |
| <b>18820</b> |                       |          |      |                     |                     | <b>\$300.00</b>    |
|              | 101 - GENERAL FUND    | 05/17/21 | 6346 | JEFF PFEIFFER       | SQUIRREL TREATMENT  | 300.00             |
| <b>18821</b> |                       |          |      |                     |                     | <b>\$6,374.85</b>  |
|              | 400 - WELLNESS CENTER | 05/17/21 | 5788 | LINCOLN AQUATICS    | COMPETITOR RACINGLA | 3,037.51           |
|              | 400 - WELLNESS CENTER | 05/17/21 | 5788 | LINCOLN AQUATICS    | FIRST AID KIT       | 83.67              |
|              | 400 - WELLNESS CENTER | 05/17/21 | 5788 | LINCOLN AQUATICS    | GAL BULK CHLORINE   | 725.39             |
|              | 400 - WELLNESS CENTER | 05/17/21 | 5788 | LINCOLN AQUATICS    | GAL BULK CHLORINE   | 720.54             |
|              | 400 - WELLNESS CENTER | 05/17/21 | 5788 | LINCOLN AQUATICS    | GAL BULK-CHLORINE   | 460.00             |
|              | 400 - WELLNESS CENTER | 05/17/21 | 5788 | LINCOLN AQUATICS    | HAND PUMP- GAL JUG  | 18.04              |
|              | 400 - WELLNESS CENTER | 05/17/21 | 5788 | LINCOLN AQUATICS    | POOL CHEMICALS      | 355.45             |
|              | 400 - WELLNESS CENTER | 05/17/21 | 5788 | LINCOLN AQUATICS    | POOL CHEMICALS      | 151.17             |
|              | 400 - WELLNESS CENTER | 05/17/21 | 5788 | LINCOLN AQUATICS    | POOL CHEMICALS      | 383.95             |
|              | 400 - WELLNESS CENTER | 05/17/21 | 5788 | LINCOLN AQUATICS    | TOTEMASTER PLUS     | 439.13             |
| <b>18822</b> |                       |          |      |                     |                     | <b>\$30.00</b>     |
|              | 101 - GENERAL FUND    | 05/17/21 | 6425 | LINDSAY TIRE & AUTO | GOLF CART TIRE REPA | 15.00              |
|              | 552 - WATER           | 05/17/21 | 6425 | LINDSAY TIRE & AUTO | TRUCK 27 FLAT REPAI | 15.00              |
| <b>18823</b> |                       |          |      |                     |                     | <b>\$1,230.45</b>  |
|              | 553 - SEWER           | 05/17/21 | 1422 | LINDSAY TRUE VALUE  | C.S 4/30/2021       | 207.74             |
|              | 552 - WATER           | 05/17/21 | 1422 | LINDSAY TRUE VALUE  | C.S 4/30/2021       | 146.49             |
|              | 101 - GENERAL FUND    | 05/17/21 | 1422 | LINDSAY TRUE VALUE  | C.S 4/30/2021       | 74.36              |
|              | 101 - GENERAL FUND    | 05/17/21 | 1422 | LINDSAY TRUE VALUE  | C.S 4/30/2021       | 81.63              |
|              | 101 - GENERAL FUND    | 05/17/21 | 1422 | LINDSAY TRUE VALUE  | C.S 4/30/2021       | 30.04              |
|              | 101 - GENERAL FUND    | 05/17/21 | 1422 | LINDSAY TRUE VALUE  | C.S 4/30/2021       | 113.02             |
|              | 101 - GENERAL FUND    | 05/17/21 | 1422 | LINDSAY TRUE VALUE  | C.S 4/30/2021       | 546.36             |
|              | 261 - GAS TAX FUND    | 05/17/21 | 1422 | LINDSAY TRUE VALUE  | C.S 4/30/2021       | 30.81              |
| <b>18824</b> |                       |          |      |                     |                     | <b>\$1,800.00</b>  |
|              | 400 - WELLNESS CENTER | 05/17/21 | 6260 | LLEON SERVICES      | CHEMICAL BAL CONSUL | 1,800.00           |
| <b>18825</b> |                       |          |      |                     |                     | <b>\$375.00</b>    |
|              | 400 - WELLNESS CENTER | 05/17/21 | 6499 | MARGARITA BENITEZ B | ZUMBA CLASSES       | 375.00             |
| <b>18826</b> |                       |          |      |                     |                     | <b>\$250.00</b>    |
|              | 400 - WELLNESS CENTER | 05/17/21 | 6599 | MARIA EDWARDS       | ZUMBA CLASS         | 250.00             |
| <b>18827</b> |                       |          |      |                     |                     | <b>\$200.00</b>    |
|              | 400 - WELLNESS CENTER | 05/17/21 | 6605 | MARTIN BACA         | FITWITHIN-SOCCER    | 200.00             |
| <b>18828</b> |                       |          |      |                     |                     | <b>\$950.00</b>    |
|              | 400 - WELLNESS CENTER | 05/17/21 | 6590 | MICHAEL MORENTIN    | MARTIAL ARTS -APRIL | 950.00             |
| <b>18829</b> |                       |          |      |                     |                     | <b>\$16,980.00</b> |
|              | 101 - GENERAL FUND    | 05/17/21 | 6579 | MV CHENG & ASSOCIAT | FINANCE CONSULT-APR | 16,980.00          |
| <b>18830</b> |                       |          |      |                     |                     | <b>\$72.96</b>     |
|              | 101 - GENERAL FUND    | 05/17/21 | 6149 | NATIONAL BAND & TAG | DOG TAGS            | 72.96              |
| <b>18831</b> |                       |          |      |                     |                     | <b>\$820.36</b>    |
|              | 779 - 00-HOME-0487    | 05/17/21 | 6023 | NATIONWIDE          | S.VARELA 7260965292 | 820.36             |
| <b>18832</b> |                       |          |      |                     |                     | <b>\$404.38</b>    |
|              | 101 - GENERAL FUND    | 05/17/21 | 5625 | NGLIC-SUPERIOR VISI | MAY 2021- VISION PL | 404.38             |
| <b>18833</b> |                       |          |      |                     |                     | <b>\$130.00</b>    |
|              | 400 - WELLNESS CENTER | 05/17/21 | 4323 | OASIS               | SECURITY SYSTEM     | 130.00             |
| <b>18834</b> |                       |          |      |                     |                     | <b>\$13.95</b>     |
|              | 101 - GENERAL FUND    | 05/17/21 | 1565 | OACYS.COM INC       | DOMAIN-5/15-6/14/21 | 13.95              |
| <b>18835</b> |                       |          |      |                     |                     | <b>\$5,242.60</b>  |
|              | 101 - GENERAL FUND    | 05/17/21 | 399  | QUAD KNOPF,INC.     | ENGINEERING 3/21-4/ | 733.70             |
|              | 101 - GENERAL FUND    | 05/17/21 | 399  | QUAD KNOPF,INC.     | OAKS-ENGINEERING 3/ | 688.70             |
|              | 101 - GENERAL FUND    | 05/17/21 | 399  | QUAD KNOPF,INC.     | PLANNING 3/21-4/17/ | 3,820.20           |
| <b>18836</b> |                       |          |      |                     |                     | <b>\$849.06</b>    |
|              | 400 - WELLNESS CENTER | 05/17/21 | 285  | QUILL CORPORATION   | CB-XLG-MANHATTAN BR | 258.66             |
|              | 400 - WELLNESS CENTER | 05/17/21 | 285  | QUILL CORPORATION   | CREDIT              | (103.49)           |
|              | 400 - WELLNESS CENTER | 05/17/21 | 285  | QUILL CORPORATION   | ELECTRIC PUMP       | 103.49             |
|              | 400 - WELLNESS CENTER | 05/17/21 | 285  | QUILL CORPORATION   | HP OFFICEJET PRO    | 195.74             |

|              |                       |          |      |                     |                     |                   |
|--------------|-----------------------|----------|------|---------------------|---------------------|-------------------|
|              | 400 - WELLNESS CENTER | 05/17/21 | 285  | QUILL CORPORATION   | INFLATING PUMP      | 122.03            |
|              | 400 - WELLNESS CENTER | 05/17/21 | 285  | QUILL CORPORATION   | SHARK -VACUUM       | 272.63            |
| <b>18837</b> |                       |          |      |                     |                     | <b>\$4,000.00</b> |
|              | 552 - WATER           | 05/17/21 | 6095 | RALPH GUTIERREZ WAT | C P O APRIL 2021    | 2,000.00          |
|              | 553 - SEWER           | 05/17/21 | 6095 | RALPH GUTIERREZ WAT | C P O APRIL 2021    | 2,000.00          |
| <b>18838</b> |                       |          |      |                     |                     | <b>\$75.00</b>    |
|              | 101 - GENERAL FUND    | 05/17/21 | 6637 | ROSARIO ALVARADO RO | ARBOR REFUND DEPOSI | 75.00             |
| <b>18839</b> |                       |          |      |                     |                     | <b>\$175.00</b>   |
|              | 400 - WELLNESS CENTER | 05/17/21 | 3208 | SHANNON PATTERSON   | WATER AEROBIC CLASS | 175.00            |
| <b>18840</b> |                       |          |      |                     |                     | <b>\$474.43</b>   |
|              | 101 - GENERAL FUND    | 05/17/21 | 5314 | SHRED-IT USA LLC    | 4/5/21              | 172.28            |
|              | 101 - GENERAL FUND    | 05/17/21 | 5314 | SHRED-IT USA LLC    | 4/5/21              | 302.15            |
| <b>18841</b> |                       |          |      |                     |                     | <b>\$4,490.06</b> |
|              | 552 - WATER           | 05/17/21 | 4555 | THATCHER COMPANY IN | WTP MATERIAL-CHLORI | 4,490.06          |
| <b>18842</b> |                       |          |      |                     |                     | <b>\$369.68</b>   |
|              | 552 - WATER           | 05/17/21 | 6632 | SIMMONS TIRE SERVIC | BACKHOE REPAIR &MAI | 184.84            |
|              | 553 - SEWER           | 05/17/21 | 6632 | SIMMONS TIRE SERVIC | BACKHOE REPAIR &MAI | 184.84            |
| <b>18843</b> |                       |          |      |                     |                     | <b>\$5,762.15</b> |
|              | 556 - VITA-PAKT       | 05/17/21 | 3060 | SOULTS PUMP & EQUIP | PUMP REPAIR         | 211.01            |
|              | 556 - VITA-PAKT       | 05/17/21 | 3060 | SOULTS PUMP & EQUIP | REBUILD PUMP        | 5,246.76          |
|              | 556 - VITA-PAKT       | 05/17/21 | 3060 | SOULTS PUMP & EQUIP | REPAIR BOX FOR PUMP | 304.38            |
| <b>18844</b> |                       |          |      |                     |                     | <b>\$7,791.17</b> |
|              | 553 - SEWER           | 05/17/21 | 310  | SOUTHERN CA. EDISON | 700141289638        | 2,455.20          |
|              | 891 - PELOUS RANCH    | 05/17/21 | 310  | SOUTHERN CA. EDISON | 700150343172        | 15.02             |
|              | 553 - SEWER           | 05/17/21 | 310  | SOUTHERN CA. EDISON | 700152858405        | 24.14             |
|              | 891 - PELOUS RANCH    | 05/17/21 | 310  | SOUTHERN CA. EDISON | 700291172119        | 15.02             |
|              | 891 - PELOUS RANCH    | 05/17/21 | 310  | SOUTHERN CA. EDISON | 700424206609        | 30.04             |
|              | 261 - GAS TAX FUND    | 05/17/21 | 310  | SOUTHERN CA. EDISON | 700150343172        | 36.56             |
|              | 261 - GAS TAX FUND    | 05/17/21 | 310  | SOUTHERN CA. EDISON | 700271196179        | 17.64             |
|              | 261 - GAS TAX FUND    | 05/17/21 | 310  | SOUTHERN CA. EDISON | 700345129983        | 46.90             |
|              | 261 - GAS TAX FUND    | 05/17/21 | 310  | SOUTHERN CA. EDISON | 700439853113        | 62.95             |
|              | 261 - GAS TAX FUND    | 05/17/21 | 310  | SOUTHERN CA. EDISON | 700482892316        | 103.23            |
|              | 261 - GAS TAX FUND    | 05/17/21 | 310  | SOUTHERN CA. EDISON | 700506806452        | 33.95             |
|              | 400 - WELLNESS CENTER | 05/17/21 | 310  | SOUTHERN CA. EDISON | 700470455603        | 4,950.52          |
| <b>18845</b> |                       |          |      |                     |                     | <b>\$328.01</b>   |
|              | 400 - WELLNESS CENTER | 05/17/21 | 6500 | CHARTER COMMUNICATI | WELLNESS- INTERNET  | 328.01            |
| <b>18846</b> |                       |          |      |                     |                     | <b>\$330.00</b>   |
|              | 779 - 00-HOME-0487    | 05/17/21 | 3634 | STATE FARM          | ADELFA M.87-CL-M558 | 330.00            |
| <b>18847</b> |                       |          |      |                     |                     | <b>\$950.00</b>   |
|              | 400 - WELLNESS CENTER | 05/17/21 | 4914 | STEPHANIE OROSCO    | FIT WITHIN          | 250.00            |
|              | 400 - WELLNESS CENTER | 05/17/21 | 4914 | STEPHANIE OROSCO    | ZUMBA               | 700.00            |
| <b>18848</b> |                       |          |      |                     |                     | <b>\$5,271.71</b> |
|              | 101 - GENERAL FUND    | 05/17/21 | 144  | THE GAS COMPANY     | 031-415-9000        | 34.75             |
|              | 101 - GENERAL FUND    | 05/17/21 | 144  | THE GAS COMPANY     | 033-515-9120-5      | 15.16             |
|              | 101 - GENERAL FUND    | 05/17/21 | 144  | THE GAS COMPANY     | 115-454-6222-5      | 15.16             |
|              | 101 - GENERAL FUND    | 05/17/21 | 144  | THE GAS COMPANY     | 163-715-6900        | 52.83             |
|              | 101 - GENERAL FUND    | 05/17/21 | 144  | THE GAS COMPANY     | 163-715-8900        | 18.17             |
|              | 400 - WELLNESS CENTER | 05/17/21 | 144  | THE GAS COMPANY     | 092-375-2718-0      | 390.97            |
|              | 400 - WELLNESS CENTER | 05/17/21 | 144  | THE GAS COMPANY     | 098-628-2905        | 4,744.67          |
| <b>18849</b> |                       |          |      |                     |                     | <b>\$6,200.00</b> |
|              | 400 - WELLNESS CENTER | 05/17/21 | 5545 | THE PRECISION PLUMB | POOL HEATER-REPAIR  | 6,200.00          |
| <b>18850</b> |                       |          |      |                     |                     | <b>\$258.70</b>   |
|              | 101 - GENERAL FUND    | 05/17/21 | 5792 | THOMSON REUTERS - W | 4/1/2021-4/30/21    | 258.70            |
| <b>18851</b> |                       |          |      |                     |                     | <b>\$665.48</b>   |
|              | 400 - WELLNESS CENTER | 05/17/21 | 3396 | THYSSENKRUPP ELEVAT | 4/1/2021-4/30/2021  | 332.74            |
|              | 400 - WELLNESS CENTER | 05/17/21 | 3396 | THYSSENKRUPP ELEVAT | 5/1/2021-5/31/2021  | 332.74            |
| <b>18852</b> |                       |          |      |                     |                     | <b>\$1,750.00</b> |
|              | 400 - WELLNESS CENTER | 05/17/21 | 6588 | TORI DAVIS          | FITWITHIN-VOLLEYBAL | 1,750.00          |



|              |                       |          |      |                     |                     |                    |
|--------------|-----------------------|----------|------|---------------------|---------------------|--------------------|
| <b>18853</b> |                       |          |      |                     |                     | <b>\$6,048.00</b>  |
|              | 101 - GENERAL FUND    | 05/17/21 | 5747 | UNITED STAFFING     | FRANCO&JESUS 4/26-5 | 504.00             |
|              | 101 - GENERAL FUND    | 05/17/21 | 5747 | UNITED STAFFING     | FRANCO&JESUS 4/26-5 | 504.00             |
|              | 101 - GENERAL FUND    | 05/17/21 | 5747 | UNITED STAFFING     | FRANCO&JESUS 4/26-5 | 504.00             |
|              | 101 - GENERAL FUND    | 05/17/21 | 5747 | UNITED STAFFING     | FRANCO 3/29-4/4/21  | <b>268.80</b>      |
|              | 101 - GENERAL FUND    | 05/17/21 | 5747 | UNITED STAFFING     | FRANCO 3/29-4/4/21  | 268.80             |
|              | 101 - GENERAL FUND    | 05/17/21 | 5747 | UNITED STAFFING     | FRANCO 3/29-4/4/21  | 268.80             |
|              | 101 - GENERAL FUND    | 05/17/21 | 5747 | UNITED STAFFING     | FRANCO 4/19-4/25    | 705.60             |
|              | 101 - GENERAL FUND    | 05/17/21 | 5747 | UNITED STAFFING     | FRANCO 4/19-4/25    | 705.60             |
|              | 101 - GENERAL FUND    | 05/17/21 | 5747 | UNITED STAFFING     | FRANCO 4/19-4/25    | 705.60             |
|              | 101 - GENERAL FUND    | 05/17/21 | 5747 | UNITED STAFFING     | FRANCO&JESUS 5/5-5/ | 537.60             |
|              | 101 - GENERAL FUND    | 05/17/21 | 5747 | UNITED STAFFING     | FRANCO&JESUS 5/5-5/ | 537.60             |
|              | 101 - GENERAL FUND    | 05/17/21 | 5747 | UNITED STAFFING     | FRANCO&JESUS 5/5-5/ | 537.60             |
| <b>18854</b> |                       |          |      |                     |                     | <b>\$7,149.62</b>  |
|              | 552 - WATER           | 05/17/21 | 2960 | UNITED STATES BUREA | 5-07-20W428L        | <b>7,149.62</b>    |
| <b>18855</b> |                       |          |      |                     |                     | <b>\$2,876.98</b>  |
|              | 552 - WATER           | 05/17/21 | 5413 | UNIVAR USA INC      | CAUSTIC SODA MN BUL | 2,876.98           |
| <b>18856</b> |                       |          |      |                     |                     | <b>\$50.71</b>     |
|              | 553 - SEWER           | 05/17/21 | 356  | USA BLUEBOOK        | BUFFER              | 50.71              |
| <b>18857</b> |                       |          |      |                     |                     | <b>\$803.43</b>    |
|              | 552 - WATER           | 05/17/21 | 1041 | VERIZON WIRELESS    | 642065758-00003     | <b>29.71</b>       |
|              | 553 - SEWER           | 05/17/21 | 1041 | VERIZON WIRELESS    | 642065758-00003     | 29.71              |
|              | 554 - REFUSE          | 05/17/21 | 1041 | VERIZON WIRELESS    | 642065758-00003     | <b>29.71</b>       |
|              | 554 - REFUSE          | 05/17/21 | 1041 | VERIZON WIRELESS    | 642065758-00003     | 29.70              |
|              | 101 - GENERAL FUND    | 05/17/21 | 1041 | VERIZON WIRELESS    | 642065758-00003     | 47.38              |
|              | 101 - GENERAL FUND    | 05/17/21 | 1041 | VERIZON WIRELESS    | 642065758-00003     | 29.71              |
|              | 101 - GENERAL FUND    | 05/17/21 | 1041 | VERIZON WIRELESS    | 642065758-00003     | 29.71              |
|              | 101 - GENERAL FUND    | 05/17/21 | 1041 | VERIZON WIRELESS    | 642065758-00004 4/2 | 577.80             |
| <b>18858</b> |                       |          |      |                     |                     | <b>\$1,135.85</b>  |
|              | 101 - GENERAL FUND    | 05/17/21 | 368  | VOLLMER EXCAVATION, | LOAD COLD MIX       | 1,135.85           |
| <b>18859</b> |                       |          |      |                     |                     | <b>\$491.63</b>    |
|              | 101 - GENERAL FUND    | 05/17/21 | 612  | WEISENBERGERS ACE H | FC                  | 2.58               |
|              | 101 - GENERAL FUND    | 05/17/21 | 612  | WEISENBERGERS ACE H | TILE CEIL           | <b>85.95</b>       |
|              | 101 - GENERAL FUND    | 05/17/21 | 612  | WEISENBERGERS ACE H | VALVE CLOSET SLOAN  | 403.10             |
| <b>18860</b> |                       |          |      |                     |                     | <b>\$10,360.00</b> |
|              | 101 - GENERAL FUND    | 05/17/21 | 2790 | WILLDAN INC.        | BUILDING INSPECT-MA | 3,400.00           |
|              | 101 - GENERAL FUND    | 05/17/21 | 2790 | WILLDAN INC.        | CODE ENFORCEMENT-MA | 6,960.00           |
| <b>18861</b> |                       |          |      |                     |                     | <b>\$275.00</b>    |
|              | 400 - WELLNESS CENTER | 05/17/21 | 5912 | YVETTE DURAN        | POUND -CLASS        | 275.00             |

----- DRAFT -----  
**NOT INTENDED FOR OFFICIAL DISTRIBUTION**

May 26, 2021

The Honorable Melissa Hurtado  
California State Senate  
State Capitol, Room 2054  
Sacramento, CA 95814

**RE: Letter of Support – Senate Bill 559**

Dear Senator Hurtado:

The City of Lindsay is pleased to support SB 559 (Hurtado). SB 559 represents a holistic, statewide approach to repair and restore State Water Project (SWP) and Central Valley Water Project (CVP) infrastructure.

Over 31 million Californians rely on the water that flows through the SWP and CVP to run their homes, farms, and businesses. The City of Lindsay, small in comparison to other US Bureau of Reclamation contract holders, depends heavily on CVP water specifically for municipal use and our agricultural industries. These conveyance facilities are the backbone of the state's economy, support a thriving agricultural industry, and help to fortify our State to better withstand the impacts of climate change.

Conveyance improvement work has already begun for some of the impacted facilities and can be completed through additional funding partnerships between the federal government, local public water agencies and the State of California – all of whom will benefit from the resiliency of California's major water conveyance systems.

SB 559 appropriates a maximum of \$785 million to the Canal Conveyance Restoration Fund to support repairs to the California Aqueduct, Delta Mendota Canal, San Luis Canal and Friant-Kern Canal and to fund much needed projects.

For these reasons, the City of Lindsay fully supports SB 559. Should you have further questions regarding our position, please contact our office at 559-562-7102.

Respectfully,

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

\_\_\_\_\_  
Mayor Pro Tem Yolanda Flores

\_\_\_\_\_  
Councilmember Rosaena Sanchez

\_\_\_\_\_  
Councilmember Ramiro Serna

\_\_\_\_\_  
Councilmember Hipolito Cerros



## STAFF REPORT

TO: Lindsay City Council  
FROM: Sergeant Kevin Riley  
DEPARTMENT: Public Safety  
ITEM NO.: 10.4  
MEETING DATE: May 25, 2021

### **ACTION & RECOMMENDATION**

Consider Approval Resolution 21-12 Extending the Sunset Date for Collection of the Service Fee for the Abandoned Vehicle Abatement (AVA) Program in Tulare County to April 30, 2032

### **BACKGROUND | ANALYSIS**

The Abandoned Vehicle Abatement (AVA) Program is a State of California program through which counties and cities can receive funding to help cover the costs of removing abandoned vehicles within their jurisdiction. In 1991, the Tulare County Association of Governments (TCAG) was established as the Service Authority of the county's AVA program through the adoption of a Joint Powers Agreement between Tulare County and the incorporated cities.

The AVA program is funded by a \$1.00 service fee collected by the Department of Motor Vehicles at the time of registration. Funds are distributed to the cities and Tulare County for each quarter based on population and the number of vehicles abated by each agency. Sections 9250.7 and 22710 of the Vehicle Code provide that collection of the fee would terminate no later than 10 years from the date the fee was initially collected.

Legislation allowing the extension of this sunset date (SB 106) was passed in August of 2001. This bill authorizes the extension of the fee collection in increments of up to 10 years each if the County Board of Supervisors (by a 2/3rds vote) and a majority of the cities having a majority of the incorporated population within the county adopt the resolutions providing for the extension of the fee. In accordance with the provision, the sunset date for Tulare County is April 20, 2022.

### **FISCAL IMPACT**

Extension of this fee will result in revenue to the City to offset vehicle abatement costs.

### **ATTACHMENTS**

- Resolution 21-12



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

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**NUMBER** 21-12

**TITLE** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY EXTENDING THE SUNSET DATE FOR COLLECTION OF THE SERVICE FEE FOR THE ABANDONED VEHICLE ABATEMENT (AVA) PROGRAM IN TULARE COUNTY TO APRIL 30, 2032

**MEETING** At a regularly scheduled meeting of the City of Lindsay City Council held on May 25, 2021 at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

**WHEREAS**, California Vehicle Code section 22710 authorizes the establishment of a Service Authority for the abatement of abandoned vehicles and for the imposition of a one dollar (\$1) vehicle registration fee to fund an abandoned vehicle abatement program established by such Service Authority; and

**WHEREAS**, the Tulare County Board of Supervisors and the majority of the cities within the County having the majority of the incorporated population have previously concurred in the establishment of a Service Authority; and

**WHEREAS**, the County and the Cities had previously, on September 25, 1991, entered into a joint exercise of powers agreement creating the Tulare County Service Authority for the Abatement of Abandoned Vehicles ("the Authority") and designating the Tulare County Association of Governments as the Authority; and

**WHEREAS**, California Vehicle Code section 9250.7 had previously provided that the fee imposed by a Service Authority shall remain in effect only for a period of 10 years from the date the actual collection of the fee commenced; and

**WHEREAS**, collection of the fee for the Authority commenced May 1, 1992, was re-authorized through April 30, 2002 and April 30, 2012 and will sunset on April 30, 2022; and

**WHEREAS**, California Vehicle Code section 9250.7 was amended in August 2001 by Senate Bill 106 which provides that the fee may be extended in increments of up to 10 years each if the Board of Supervisors of the county, by a two-thirds vote, and a majority of the cities having a majority of the incorporated population within the county adopt resolutions providing for the extension of the fee; and

**WHEREAS**, the City of Lindsay recognizes that it is desirable to extend the collection of the service fee for abatement of abandoned vehicles in both the incorporated and unincorporated areas of Tulare County;



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

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**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LINDSAY DOES HEREBY RESOLVE** that the Tulare County Association of Governments, acting as the Authority, be authorized to extend the imposition of a one dollar (\$1) registration fee to fund the abandoned vehicle abatement program within both the incorporated and unincorporated areas of Tulare County for a 10 year increment with a new sunset date of April 30, 2032.

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

|               |              |
|---------------|--------------|
| MEETING DATE  | May 25, 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



## STAFF REPORT

TO: Lindsay City Council  
FROM: Neyba Amezcua, Assistant Director of City Services  
DEPARTMENT: City Services  
ITEM NO.: 10.5  
MEETING DATE: May 25, 2021

### **ACTION & RECOMMENDATION**

Consider Approval of Resolution No. 21-16 Ordering the Preparation of an Engineer's Report for Landscape and Lighting Maintenance Districts for Fiscal Year 2021-2022.

### **BACKGROUND | ANALYSIS**

Annually, a process of evaluating the maintenance needs and establishing an assessment for each of the Landscape and Lighting Assessment Districts (LLAD's) must be followed. This process is a Four Step process and this agenda item covers the "First Step" ONLY, which will authorize staff to begin the assessment of each district.

**Step 1.** The Engineer of Work (State Approved Title) is ordered to prepare the report for each of the Landscape and Lighting Assessment Districts (LLAD's) for the upcoming Fiscal Year in accordance with Article 4, Division 15, of the Streets and Highways Code, "Landscaping and Lighting Act of 1972" of the State of California.

**Step 2.** Staff will present the Preliminary Engineer's report which will outline the budgeted expenses for the present fiscal year, the actual expenses through May, and the projected expenses for the upcoming fiscal year. Each year there are adjustments made due to increases and/or actual expenses. Attached with this item is a sample of the Engineer's Report.

**Step 3.** Upon approval of Preliminary Engineer's report, Council will declare its intention to levy and collect assessments by setting a public hearing date and all property owners within each district will be notified of such.

**Step 4.** Council will hold a public hearing to take comments or receive protests on the proposed assessments and Adopt a Resolution ordering the continued maintenance of Landscape and Lighting Maintenance Districts and confirming the Engineer's Report and Assessment for Fiscal Year 2021-2022.

The City of Lindsay has a total of 8 Landscape and Light Districts:

1. Sierra View Estates Assessment District 92-01
2. Heritage Park Assessment District 96-01
3. Parkside Estates Assessment District 01-01



## STAFF REPORT

4. Sweet Brier Plaza (Samoa) Assessment District 02-01
5. Sweet Brier Plaza (Hermosa) Assessment District 02-02
6. Sierra Vista Assessment District 07-01
7. Maple Valley Assessment District 07-02
8. Pelous Ranch Assessment District 09-01

See attached Location Map for each district.

The assessments, once approved by the City Council, are placed upon the tax bill of property owners as a special assessment and collected by the County of Tulare.

### FISCAL IMPACT

| <b>Fund No.</b> | <b>Description</b>                                    | <b>Budget</b> |
|-----------------|---|---------------|
| 883             | Sierra View Estates Assessment District 92-01         | TBD           |
| 884             | Heritage Park Assessment District 96-01               | TBD           |
| 888             | Parkside Estates Assessment District 01-01            | TBD           |
| 886             | Sweet Brier Plaza (Samoa) Assessment District 02-01   | TBD           |
| 887             | Sweet Brier Plaza (Hermosa) Assessment District 02-02 | TBD           |
| 889             | Sierra Vista Assessment District 07-01                | TBD           |
| 890             | Maple Valley Assessment District 07-02                | TBD           |
| 891             | Pelous Ranch Assessment District 09-01                | TBD           |

### ATTACHMENTS

- Resolution 21-16
- Attachment A: Engineer's Report SAMPLE
- Attachment B: LLAD's Location Map



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

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**NUMBER** 21-16

**TITLE** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY ORDERING THE PREPARATION OF AN ENGINEERS REPORT FOR LANDSCAPE AND LIGHTING MAINTENANCE DISTRICTS FOR FISCAL YEAR 2021-2022

**MEETING** At a regularly scheduled meeting of the City of Lindsay City Council held on May 25, 2021 at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

**WHEREAS**, the City Council of the City of Lindsay has determined that the public interest required the maintenance of lighting systems, landscape planting materials, irrigation systems and appurtenances in designated areas of the City; and

**WHEREAS**, the City has established assessment districts to recover the cost of maintenance work; and

**WHEREAS**, Section 22622 of the California Streets and Highways Code requires that an Engineer's Report be prepared and filed annually, outlining the assessments to be levied on the properties within the assessment district.

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

SECTION 1. The Assistant Director of City Services is appointed "Engineer of Work" for preparation of the Engineer's Report.

SECTION 2. The Engineer of Work is ordered to prepare the report for Fiscal Year 2021-2022 in accordance with Article 4, Division 15, of the Streets and Highways Code, "Landscaping and Lighting Act of 1972" of the State of California.





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

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

|               |              |
|---------------|--------------|
| MEETING DATE  | May 25, 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

# ENGINEER'S REPORT

**Parkside Estates**

ENGINEER'S REPORT FOR ASSESSMENT DISTRICT 01-01  
 Maintenance cost breakdown based on 44 lots with an estimated maint. Area of 7,536 square feet.

|   | Budgeted 2012-2013 |              |          |             | Spent 2012-2013 |              | Projected 2013-2014 |             |  |
|---|--------------------|--------------|----------|-------------|-----------------|--------------|---------------------|-------------|--|
|   |                    |              |          |             |                 |              |                     |             |  |
| <b>COUNTY FEES</b>  |                    |              |          |             |                 |              |                     |             |  |
| Assessment Fee  | 44                 | \$ 0.20      | \$ 8.80  | \$ 44.00    | 44              | \$ 1.00      | \$ 44.00            |             |  |
| Roll Corrections  | 1                  | \$ 26.00     | \$ 26.00 | -           | 1               | \$ 26.00     | \$ 25.00            |             |  |
| Reporting Fee   | 1                  | \$ 50.00     | \$ 50.00 | 200.00      | 1               | \$ 200.00    | \$ 200.00           |             |  |
| <b>TOTAL</b>  |                    |              | \$ 83.80 | \$ 244.00   |                 |              | \$ 269.00           |             |  |
| <b>CITY COSTS</b>   |                    |              |          |             |                 |              |                     |             |  |
| <b>Engineering</b>  |                    | \$ per hr    | # hr     |             |                 | \$ per hr    | # hr                |             |  |
| Office Support Staff  |                    | \$ 33.34     | 8        | \$ 266.68   | \$ 64.65        | \$ 33.34     | 8                   | \$ 266.68   |  |
| City Services Director  |                    | \$ 82.99     | 4        | \$ 331.95   | \$ 69.40        | \$ 69.40     | 2                   | \$ 138.80   |  |
| Associate Engineer  |                    | \$ 43.97     | 12       | \$ 527.95   | \$ 104.00       | \$ 41.48     | 5                   | \$ 207.30   |  |
| <b>Administration</b>   |                    |              |          |             |                 |              |                     |             |  |
| City Manager  |                    | \$ 114.06    | 1        | \$ 114.06   | \$ 104.09       | \$ 104.09    | 1                   | \$ 104.09   |  |
| City Attorney   |                    | \$ 125.00    | 1        | \$ 125.00   |                 | \$ 125.00    |                     | \$ -        |  |
| Finance Director  |                    | \$ 69.98     | 2        | \$ 139.95   | \$ 64.45        | \$ 64.45     | 1                   | \$ 64.45    |  |
| <b>TOTAL</b>  |                    |              |          | \$ 1,506.30 | 727.79          |              |                     | \$ 781.32   |  |
| <b>WALL MAINTENANCE</b>   |                    |              |          |             |                 |              |                     |             |  |
| Graffiti Incidents  |                    |              |          | \$ 784.00   | -               |              |                     | \$ 15.00    |  |
| <b>TOTAL</b>  |                    |              |          | \$ 784.00   |                 |              |                     | \$ 15.00    |  |
| <b>UTILITIES</b>  |                    | \$ per month | # months |             |                 | \$ per month | # months            |             |  |
| Irrigation Timer Electrical costs   |                    | \$ 150.13    | 12       | \$ 342.80   | \$ 1,801.55     | \$ 150.13    | 12                  | \$ 1,801.55 |  |
| Water used for irrigation   | # Street Lights    | \$ 133.50    | 12       | \$ 1,320.00 | \$ 1,601.95     | \$ 133.50    | 12                  | \$ 1,601.95 |  |
| Lighting  | 6                  | \$ 778.32    | 12       | \$ 262.80   | \$ 778.32       | \$ 10.81     | 12                  | \$ 778.32   |  |
| <b>TOTAL</b>  |                    |              |          | \$ 1,925.40 | \$ 4,181.82     |              |                     | \$ 4,181.82 |  |
| <b>CITY MAINTENANCE (Landscaping &amp; Irrigation Maintenance/plants)</b>                         |                    | \$/hr        | hrs      |             | \$ 1,327.23     | \$/hr        | hrs                 |             |  |
| Senior Employee   |                    | \$ 18.92     | 50       | \$ 946.00   |                 | \$ 18.92     | 9                   | \$ 170.28   |  |
| Regular Employee  |                    | \$ 9.04      | 65       | \$ 587.34   |                 | \$ 14.50     | 40                  | \$ 580.00   |  |
| Regular Employee  |                    | \$ 9.04      | 65       | \$ 587.34   |                 | \$ 14.50     | 40                  | \$ 580.00   |  |
| Operational Supplies (Landscaping Equipment, Fuel & Oil, Seeding, Fertilizer, Plants, Trees, etc) |                    |              |          | \$ 1,260.00 | \$ 2,370.34     |              |                     | \$ 1,000.00 |  |
| <b>TOTAL</b>  |                    |              |          | \$ 3,370.68 | \$ 3,697.57     |              |                     | \$ 2,330.28 |  |
| <b>SUBTOTAL COSTS</b>   |                    |              |          | \$ 7,669.18 | \$ 8,851.18     |              |                     | \$ 7,577.42 |  |
| Carry Over from Previous Fiscal Year  |                    |              |          | \$ (229.24) |                 |              |                     | \$ 1,411.66 |  |
| <b>TOTAL COSTS</b>  |                    |              |          | \$ 7,439.94 | \$ 8,851.18     |              |                     | \$ 8,989.08 |  |
| Costs per square foot of area   | 7536               |              |          | \$ 0.99     |                 |              |                     | \$ 1.19     |  |
|   |                    |              |          | \$ 169.09   |                 |              |                     | \$ 204.30   |  |
| Assessment per Lot.   | 44                 |              |          | \$ 169.08   |                 |              |                     | \$ 199.74   |  |

SAMPLE

\$ 30.66 Proposed increase per lot/year  
 \$ 2.56 Proposed increase per lot/month  
 18% Increase

# CITY OF LINDSAY

ATTACHMENT B

PARKSIDE  
ESTATES 01-01

PELOUS RANCH  
09-01

SIERRA VIEW  
ESTATES 92-01

MAPLE VALLEY  
07-02

SIERRA VISTA  
ESTATES 07-01

HERITAGE PARK  
96-01

SWEET BRIER PLAZA-  
SAMOA 02-01

SWEET BRIER PLAZA-  
HERMOSA 02-02

**LEGEND**

- Railroad
- Lewis Creek
- City Limits
- City Block
- Street
- State Highway
- County
- Block Address
- Right of Way

Regular Meeting of the Lindsay City Council  
May 23, 2011 Agenda Packet  
Page 27

Base Data Provided by Tulare County  
Created by William Ziegler  
City/County Development Department  
Printed November 15, 2011

The Features Produced by These Data Are  
Only Representations and Are Not Intended  
for Legal or Survey Purposes.





## STAFF REPORT

TO: Lindsay City Council  
FROM: Joseph Tanner, City Manager  
Juana Espinoza, Director of Finance  
DEPARTMENT: Finance Department  
ITEM NO.: 10.6  
MEETING DATE: May 25, 2021

### **ACTION & RECOMMENDATION**

Authorization for the City Manager to Extend Agreement with MV Cheng & Associates for an Interim Finance and Accounting Manager.

### **BACKGROUND | ANALYSIS**

City Council previously authorized the City Manager to enter into a one-year agreement for professional services with MV Cheng & Associates to provide an Interim Finance Director to the City. The City worked with MV Cheng & Associates to select Kingsley Okereke for the position. Mr. Okereke's guidance was instrumental in the Fiscal Year 2019-2020 Audit process which resulted in a welcome clean audit for the City of Lindsay.

As Mr. Okereke's time at the City of Lindsay has come to a close, staff is recommending that City Council consider providing authorization to extend the agreement with MV Cheng & Associates to provide an Interim Finance and Accounting Manager. The City has worked with MV Cheng & Associates to select Mellie Deano for the position. Ms. Deano has over 30 years of municipal experience with positions ranging from Finance Director, Accounting Manager, Accountant, Auditor, to Consultant. She is available to work both on-site and remotely, as needed.

Upcoming duties and projects for the Interim Finance and Accounting Manager would include:

- Assisting with the Fiscal Year 2020-2021 Audit
- Preparing Year-End work papers and journal entries
- Monitoring cash flow
- Reviewing City financial policies and procedures
- Recommending process improvements

MV Cheng & Associates Inc. operates as an incorporated business within the State of California. The staffing firm has over 20 years of experience in municipal staffing that includes auditing, accounting, and finance in several cities.



## **STAFF REPORT**

### **FISCAL IMPACT**

Staff is requesting an additional \$40,000 from the General Fund to extend the City's agreement with MV Cheng & Associates for an Interim Finance and Accounting Manager. If approved, the total amount of temporary staffing costs procured from MV Cheng & Associates for the Fiscal Year 2020-2021 amounts to \$110,000; this includes staffing costs incurred from Mr. Okereke's employment.

### **ATTACHMENTS**

- MV Cheng & Associates proposal



May 10, 2021

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

Dear Mr. Tanner:

Please accept this letter as MV Cheng & Associates Inc.'s proposal to your request for an Interim Finance Manager for the City of Lindsay.

My firm, MV Cheng & Associates Inc., operates as an incorporated business within the State of California, with my associates being sub-contractors of the firm. Having over 20 years of experience in municipal auditing, accounting, and finance in several cities, large and small, has allowed me to be able to lend my expertise as a finance director to cities in need of financial help. I have served as Director of Finance and Director of Finance and Administrative Services for several cities. Most recently, I served as the Interim Finance Officer for the City of Yucaipa. In addition to the cities I serve personally, my sub-contractors have worked in several cities on short and long term assignments ranging from Payroll Technician, Accountant, Senior Accountant, Accounting Manager and Finance Director as well as serving on a long term basis as contract staff. Myself, as well as all of my sub-contractors are former employees of municipal government agencies. We bring a wealth of knowledge and expertise to our city clients, with a level of professionalism and understanding of the culture of the political and city office environments.

With respect to the accounting services requested, I will be presenting one candidate. Below is a brief synopsis and the rate. Please refer to the resume attached for more details.

- \$105 per hour- Mellie Deano-Over 30 years of municipal experience with positions consisting of Finance Director, Accounting Manager, Accountant, Auditor, Consultant.

MV Cheng & Associates Inc., is a unique firm in that it employs predominantly only former city/special district employees to work as sub-contractors in various cities on either a temporary/interim basis to long term contract staff. We bring a wealth of municipal knowledge and expertise in financial accounting that only city employees possess, yet we are consultants that can fill a void or bring change and improvement to a city's finance department. The goal of MV Cheng & Associates Inc. is not to make a huge profit, but to help cities with their needs in the finance department at competitive rates. Thus, **MV Cheng & Associates Inc.** are **Municipal Value Consultants!**

Thank you for taking the time to consider my proposal for accounting assistance for your City. Should you have any further questions, please do not hesitate to contact me at (925) 963-9996 or email me at: [mcheng@mvchengassociates.com](mailto:mcheng@mvchengassociates.com)

Sincerely,

A handwritten signature in black ink, appearing to read 'Misty Cheng', written in a cursive style.

Misty V. Cheng  
President & CEO







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

---

**NUMBER** 21-13

**TITLE** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY ESTABLISHING THE METHOD OF COLLECTING SEWER FEES AND CHARGES

**MEETING** At a regularly scheduled meeting of the City of Lindsay City Council held on May 25, 2021 at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

**WHEREAS**, the City of Lindsay (the “City”) has previously established fees and charges for sewer service, as may be revised from time to time in the manner provided by law; and

**WHEREAS**, the City desires to adopt this Resolution to provide for additional methods for the collection of fees and charges for sewer service.

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

**SECTION 1.** Method of Collection of Sewer Service Fees and Charges. It is the intention of the City to take all actions necessary to collect all fees and charges for sewer service on the tax roll in the same manner and at the same time as the general taxes of the City pursuant to Health & Safety Code Section 5473. Notwithstanding, the City may, in the alternative or in the event a majority protest precludes the City from collecting such fees and charges on the tax roll, collect fees and charges for sewer service on the customer’s monthly bill, or by any other legally available means. In the event a customer fails to pay all or any part of a bill, the City may pursue any remedies available in law or equity, including, but not limited to, placing the delinquent amount on the tax roll or discontinuing any and all service for which the unpaid bill was rendered.

**SECTION 2.** Severability. If any section, subsection, clause or phrase in this Resolution or the application thereof to any person or circumstances is for any reason held invalid, the validity of the remainder of this Resolution or the application of such provisions to other persons or circumstances shall not be affected thereby. The Council hereby declares that it would have passed this Resolution and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases or the application thereof to any person or circumstance be held invalid.

**SECTION 3.** Effective Date. This Resolution shall take effect immediately upon its adoption and shall remain in effect until specifically repealed.



## 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 25, 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



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

---

**NUMBER** 21-14

**TITLE** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY ESTABLISHING THE METHOD OF COLLECTING REFUSE FEES AND CHARGES

**MEETING** At a regularly scheduled meeting of the City of Lindsay City Council held on May 25, 2021 at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

**WHEREAS**, the City of Lindsay (the “City”) has previously established fees and charges for refuse service, as may be revised from time to time in the manner provided by law; and

**WHEREAS**, the City desires to adopt this Resolution to provide for additional methods for the collection of fees and charges for refuse service.

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

- SECTION 1.** Method of Collection of Refuse Service Fees and Charges. It is the intention of the City to take all actions necessary to collect all fees and charges for refuse service on the tax roll in the same manner and at the same time as the general taxes of the City pursuant to Health & Safety Code Section 5473. Notwithstanding, the City may, in the alternative or in the event a majority protest precludes the City from collecting such fees and charges on the tax roll, collect fees and charges for refuse service on the customer’s monthly bill, or by any other legally available means. In the event a customer fails to pay all or any part of a bill, the City may pursue any remedies available in law or equity, including, but not limited to, placing the delinquent amount on the tax roll or discontinuing any and all service for which the unpaid bill was rendered.
- SECTION 2.** Severability. If any section, subsection, clause or phrase in this Resolution or the application thereof to any person or circumstances is for any reason held invalid, the validity of the remainder of this Resolution or the application of such provisions to other persons or circumstances shall not be affected thereby. The Council hereby declares that it would have passed this Resolution and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases or the application thereof to any person or circumstance be held invalid.
- SECTION 3.** Effective Date. This Resolution shall take effect immediately upon its adoption and shall remain in effect until specifically repealed.



## 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 25, 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



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

---

**NUMBER** 21-15

**TITLE** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY ESTABLISHING THE METHOD OF COLLECTING DELINQUENT SEWER, REFUSE, AND WATER FEES AND CHARGES

**MEETING** At a regularly scheduled meeting of the City of Lindsay City Council held on May 25, 2021 at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

**WHEREAS**, the City of Lindsay (the “City”) has previously established fees and charges for sewer, refuse, and water service, as may be revised from time to time in the manner provided by law; and

**WHEREAS**, the City desires to adopt this Resolution to provide for additional methods for the collection of delinquent fees and charges for sewer, refuse, and water service.

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

SECTION 1. Method of Collection of Delinquent Sewer, Refuse, and Water Fees and Charges. It is the intention of the City to take all actions necessary to collect all delinquent fees and charges for sewer, refuse, and water service by placing the delinquent amount on the tax roll in the same manner and at the same time as the general taxes of the City pursuant to Health & Safety Code Section 5473a. Notwithstanding, the City may, in the alternative or in the event a majority protest precludes the City from collecting such delinquent fees and charges on the tax roll, collect delinquent fees and charges for sewer, refuse, and water service on the customer’s monthly bill, or by any other legally available means. In the event a customer fails to pay all or any part of a bill, the City may pursue any remedies available in law or equity, including, but not limited to, discontinuing any and all service for which the unpaid bill was rendered.

SECTION 2. Severability. If any section, subsection, clause or phrase in this Resolution or the application thereof to any person or circumstances is for any reason held invalid, the validity of the remainder of this Resolution or the application of such provisions to other persons or circumstances shall not be affected thereby. The Council hereby declares that it would have passed this Resolution and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases or the application thereof to any person or circumstance be held invalid.

SECTION 3. Effective Date. This Resolution shall take effect immediately upon its adoption and shall remain in effect until specifically repealed.



## 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 25, 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



## STAFF REPORT

TO: Lindsay City Council  
FROM: Joseph M. Tanner, City Manager  
DEPARTMENT: City Manager  
ITEM NO.: 11.1  
MEETING DATE: May 25, 2021

### **ACTION & RECOMMENDATION**

- A. Consider Approval of the Municipal Solid Waste Franchise Agreement Between the City of Lindsay and Mid-Valley Disposal, LLC and Authorize City Manager to Execute Agreement
- B. Consider Approval of Resolution 21-17, Declaring the City of Lindsay's Intention to Increase Solid Waste Refuse Rates, and Setting the Time, Date, and Location of Public Hearing

### **BACKGROUND | ANALYSIS**

- A. Mid-Valley Disposal, LLC (MVD), is the current solid waste refuse service provider for City residents and businesses through the franchise agreement. The current refuse rates set by MVD do not generate sufficient revenue to fund the cost of providing refuse services. The new proposed rates for refuse services are set out in the franchise agreement put forth for Council's consideration; these fees and charges may be revised from time to time in the manner provided by law. The current term of the agreement with MVD is ten (10) years.

#### Key points/services to highlight in the negotiated Franchise Agreement:

- Two (2) annual community clean up days
- 10 tons (20 truckloads) of ally-way clean up service
- MVD agrees to do most of the required reporting for SB1383<sup>1</sup>.
- City initiates a Proposition 218 adjustment of rates.
- City and MVD agree to place residential refuse charges on tax roll.
- City will place all delinquent refuse, water, and sewer charges on tax rolls.
- MVD agrees to administer billing process for commercial & multi-family accounts of five (5) or more units.

---

<sup>1</sup> SB 1383, which seeks to reduce greenhouse gas emissions from organize waste, is set to go into effect on Jan. 1, 2022 and requires compliance from all cities in California. SB1383 is a comprehensive regulatory bill that will have a major impact on the City and its residents and businesses. New guidelines on recycling and education are a large part of the new law.



## STAFF REPORT

| PROPOSED FEE SCHEDULE                    |              |              |           |
|--|--------------|--------------|-----------|
|  | Oct 9, 2019  | July 1, 2021 |           |
|  | Monthly Cost | Monthly Cost | Change    |
| RESIDENTIAL - AUTOMATED SERVICE 1 X WEEK | \$20.26      | \$25.83      | \$5.57    |
| RESIDENTIAL - EXTRA GREY 96 GAL          | \$4.84       | \$8.67       | \$3.83    |
| RESIDENTIAL - EXTRA GREEN 96 GAL         | \$4.84       | \$5.21       | \$0.37    |
| RESIDENTIAL - EXTRA BLUE 96 GAL          | \$4.84       | \$7.60       | \$2.76    |
|  |              |              |           |
| COMMERCIAL - AUTOMATED                   | \$20.26      | \$25.67      | \$5.41    |
| COMMERCIAL - 1 YD 1 X WEEK               | \$56.49      | \$68.82      | \$12.33   |
| COMMERCIAL - 2 YD 1 X WEEK               | \$82.33      | \$100.31     | \$17.98   |
| COMMERCIAL - 2 YD 2 X WEEK               | \$143.93     | \$157.12     | \$13.19   |
| COMMERCIAL - 2 YD 3 X WEEK               | \$200.04     | \$220.32     | \$20.28   |
| COMMERCIAL - 3 YD 1 X WEEK               | \$114.27     | \$122.51     | \$8.24    |
| COMMERCIAL - 3 YD 2 X WEEK               | \$198.97     | \$203.63     | \$4.66    |
| COMMERCIAL - 3 YD 3 X WEEK               | \$279.25     | \$299.40     | \$20.15   |
| COMMERCIAL - 4 YD 1 X WEEK               | \$148.43     | \$159.14     | \$10.71   |
| COMMERCIAL - 4 YD 2 X WEEK               | \$240.39     | \$257.73     | \$17.34   |
| COMMERCIAL - 4 YD 3 X WEEK               | \$331.45     | \$387.67     | \$56.22   |
| COMMERCIAL- 6 YD 1 X WEEK                | \$240.39     | \$199.16     | (\$41.23) |
| COMMERCIAL- 6 YD 2 X WEEK                | \$398.05     | \$387.97     | (\$10.08) |
| COMMERCIAL- 6 YD 3 X WEEK                | \$564.04     | \$577.25     | \$13.21   |
|  |              |              |           |
| COMMERCIAL RECYCLE- 96 GALLON            | \$6.03       | \$7.35       | \$1.32    |
| COMMERCIAL RECYCLE - 1 YD 1 X WEEK       | \$35.76      | \$35.76      | \$0.00    |
| COMMERCIAL RECYCLE - 2 YD 1 X WEEK       | \$52.11      | \$52.11      | \$0.00    |
| COMMERCIAL RECYCLE - 2 YD 2 X WEEK       | New          | \$96.49      | New       |
| COMMERCIAL RECYCLE - 3 YD 1 X WEEK       | \$72.33      | \$72.33      | \$0.00    |
| COMMERCIAL RECYCLE - 3 YD 2 X WEEK       | \$121.39     | \$121.39     | \$0.00    |
| COMMERCIAL RECYCLE - 4 YD 1 X WEEK       | \$100.30     | \$100.30     | \$0.00    |
| COMMERCIAL RECYCLE - 4 YD 2 X WEEK       | New          | \$184.22     | New       |
| COMMERCIAL RECYCLE - 6 YD 1 X WEEK       | \$145.04     | \$145.04     | \$0.00    |
| COMMERCIAL RECYCLE - 6 YD 2 X WEEK       | \$252.31     | \$252.31     | \$0.00    |
|  |              |              |           |
| COMMERCIAL ORGANICS- 96 GALLON 1 X WEEK  | \$20.13      | \$20.13      | \$0.00    |
| COMMERCIAL ORGANICS- 96 GALLON 2 X WEEK  | \$35.38      | \$35.38      | \$0.00    |
| COMMERCIAL ORGANICS - 1.5 YD 1 X WEEK    | \$79.30      | \$79.30      | \$0.00    |
| COMMERCIAL ORGANICS - 1.5 YD 2 X WEEK    | \$143.96     | \$143.96     | \$0.00    |





## STAFF REPORT

| PROPOSED FEE SCHEDULE        |           |          |         |
|------------------------------|-----------|----------|---------|
| Enclosure Access             | \$20.00   | \$20.00  | \$0.00  |
| Locking Lid                  | \$25.00   | \$25.00  | \$0.00  |
| Push/Pull                    | \$20.00   | \$20.00  | \$0.00  |
| Extra Pick Up per Cubic Yard |           |          |         |
| MSW                          | \$37.67   | \$37.67  | \$0.00  |
| REC                          | \$20.72   | \$20.72  | \$0.00  |
| ORG                          | \$36.13   | \$36.13  | \$0.00  |
| ROLL OFF SERVICE             |           |          |         |
| Hauling and Exchange per Box | \$214.50  | \$242.70 | \$28.20 |
| Delivery Fee per Box         | \$38.50   | \$41.42  | \$2.92  |
| Tonnage Fee per Ton          | as billed |          |         |

B. In accordance with the Health and Safety Code Section 5470, et seq., refuse rate increases are subject to the notice, protest, and hearing requirements established under Proposition 218. Staff recommends that City Council hereby schedule a public hearing at the following date, time, and place on the proposed refuse rate increases:

Tuesday, July 27, 2021  
 6:00 PM  
 Lindsay City Hall Council Chambers  
 251 E. Honolulu St., Lindsay, CA 93247

The City Clerk will provide notice of the proposed rate increase in accordance with Proposition 218 and Proposition 218 Omnibus Implementation Act, California Government Code sections 53750 et seq. At the public hearing, the City Council shall consider all objections or protests, if any, to the proposed refuse rate increase, and any person shall be permitted to present written or oral testimony.

Prop 218 Outline

- A public hearing and letter of notification to rate payers notifying the intent to adjust fees.
- Hold public hearing allowing rate payers an opportunity to speak.
- An opportunity for the public to submit a vote of protest
- The City will identify the number of service accounts that equate to 50% of the total number of service accounts as the cote threshold. If the number of protest votes received is 50% plus 1 the Prop 218 vote fails.



## **STAFF REPORT**

### **FISCAL IMPACT**

There is no direct fiscal impact to the city. Any rate increase will be passed through to the account holders. In order to lessen the impact of a potential rate increase the City has agreed to reduce the franchise rate from 23% to 21%.

### **ATTACHMENTS**

- Municipal Solid Waste Franchise Agreement
- Resolution 21-17

# **MUNICIPAL SOLID WASTE FRANCHISE AGREEMENT**

**BETWEEN**

**CITY OF LINDSAY, CALIFORNIA**

**AND**

**MID-VALLEY DISPOSAL, LLC**

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**MUNICIPAL SOLID WASTE FRANCHISE AGREEMENT**

**BETWEEN**

**CITY OF LINDSAY, CALIFORNIA**

**AND**

**MID-VALLEY DISPOSAL, LLC**

This Franchise Agreement ("Franchise Agreement") is entered into this first day of July 2021, by and between the City of Lindsay ("City") and Mid-Valley Disposal, LLC, a California Limited Liability Company ("Grantee" or "Contractor"), for the collection, transportation and disposal of Solid Waste and for other services as further specified herein in Exhibit "A."

**RECITALS**

**WHEREAS**, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939"), has declared that it is within the public interest to authorize and require local agencies to make adequate provisions for solid waste handling within their jurisdiction; and

**WHEREAS**, pursuant to California Public Resources Code Section 40059 (a), the City Council has determined that that the public health, safety, and well-being require that an exclusive franchise be awarded to a qualified Solid Waste enterprise for the collection and recovery of solid waste from all residential, industrial and commercial premises in the City; and

**WHEREAS**, Grantee has lawfully conducted solid waste handling operations in the City for several years, and has delivered a level of service to its customers commensurate with the highest industry standards. Grantee is well-qualified to continue providing that service; and

**WHEREAS**, the previous agreement and amendments between City and Grantee need to be updated; and

**WHEREAS**, in consideration of a long term agreement, Grantee has agreed to waive and release City from all prior claims related to the previous agreement; and

**WHEREAS**, in order to comply with the mandates of AB 939, subsequent legislation and regulation, the City must have the ability to direct the flow of Solid Waste within the incorporated City for the purposes of reporting, processing, recovery and disposal; and

**WHEREAS**, the City Council declares its intention of ensuring the delivery of adequate Solid Waste Handling services and of maintaining reasonable Fees for the provision of such handling services within the City;

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

## **SECTION 1 - COVENANTS, REPRESENTATIONS AND WARRANTIES**

### **A. Covenants, Representations and Warranties of Grantee**

Grantee hereby makes the following covenants, representations and warranties for the benefit of the City as of the date of this Agreement.

- (1) Grantee is duly organized and validly existing as a limited liability company in good standing under the laws of the State of California.
- (2) Grantee has full legal right, power, and authority to execute, deliver, and perform this Agreement, and has duly authorized the execution and delivery of this Agreement.
- (3) Each Person signing this Agreement on behalf of Grantee has been authorized by Grantee to do so, and this Agreement has been duly executed and delivered by Grantee, and constitutes a legal, valid and binding obligation of Grantee enforceable against Grantee in accordance with its terms.
- (4) To the best of Grantee's knowledge, there is no action, suit, or proceeding before any court or governmental entity against Grantee or affecting Grantee, wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability of this Agreement, or which would have a material adverse effect on the financial condition of Grantee.
- (5) Grantee has sufficient financial resources to perform all aspects of its obligations hereunder. There has been no material adverse change in Grantee's or, if applicable, in Grantee's parent company's, financial circumstances since the date of the most recent financial statements or information, submitted to the City or reviewed by the City at the offices of Grantee.
- (6) Grantee has the expert, professional, and technical capability to perform all of its obligations under this Agreement and will maintain the capability at all times during this Agreement's term.
- (7) Prior to providing any service authorized by this Agreement, Grantee will have provided to the City Manager the security instrument and certificates of insurance required by the Agreement.
- (8) Prior to providing any service authorized by this Agreement, Grantee will have provided to the City Manager reasonably acceptable proof that the Grantee has obtained all necessary permits, authorizations and licenses which are required for furnishing such service.

### **B. Covenants, Representations and Warranties of the City**

The City hereby makes the following covenants, representations and warranties to and for the benefit of Grantee as of the date of this Agreement:

- (1) The parties executing this Agreement on behalf of the City are duly authorized to do so. This Agreement constitutes the legal, valid and binding Agreement of the City and is enforceable against the City in accordance with its terms.

- (2) To the best of the City's knowledge without having conducted any research, there is no action, suit, or proceeding against the City before any court or governmental entity wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability of this Agreement.
- (3) The City shall reasonably consistent with its governmental duties, cooperate with Grantee in preserving the confidentiality of Grantee's proprietary information, including trade secret information, and preventing its disclosure. It will be the obligation of Grantee to designate what information it deems to be a trade secret or otherwise in need of protection at the time such information is provided to City. No copies of such proprietary information shall be retained by City as public records under California law. Such information may include financial information that concerns activities or aspects of the Grantee's business that are unrelated to any work performed for the City, and any other information from which the identity of any account, customer, vendor, buyer, supplier, end user, or other source or transferee of recyclable material may be reasonably ascertained, such as name, address, or other identifying information. Grantee shall defend and indemnify City, elected officials, officers, employees, contractors, consultants, attorneys, agents and volunteers, including for City attorney fees, staff costs, awards and judgments, for any claims brought against City for failure to produce any requested documentation related to Grantee and its business in possession of City in accordance with a Public Record's Act.
- (4) The City shall use best reasonable efforts to update and amend applicable provisions of its Municipal Code to the extent the City determines such changes are necessary to conform to this Agreement and to meet its obligations hereunder.

## **SECTION 2 - DEFINITIONS**

Whenever any term used in this Franchise Agreement has been defined by AB939 or in the Municipal Code, the definitions therein, as presently defined and as they may be amended in the future shall apply unless the term is otherwise defined in this Agreement. In the event of conflict between the definition found in AB 939, in the City Code and this Agreement, the definition in this Agreement shall govern all other definitions, while the definition in the City Code shall take precedence over the definition contained in AB 939. The definitions are set forth on the attached and incorporated Exhibit "C".

## **SECTION 3 - GRANT AND ACCEPTANCE OF EXCLUSIVE FRANCHISE RESIDENTIAL AND COMMERCIAL FRANCHISE**

### **A. Grant of Franchise**

Pursuant to the provisions of the City Code and pursuant to AB 939, and subject to the terms and conditions of this Agreement (including all extensions or renewals), City hereby grants to Grantee the sole and exclusive right, privilege, and franchise to provide the Solid Waste Handling services described in Exhibit "A" (Provided Services) to this Agreement to all single family units, multifamily units, and commercial, industrial, and institutional premises within the City, and to use the City streets and roads for such purpose. City shall actively enforce the exclusive rights of Grantee to provide services within the Franchise Area. By this Agreement and subject to its terms, the City grants the broadest form of exclusive solid waste handling franchise permissible under applicable law including its general municipal police powers and the specific authority given to local agencies

by California Public Resources Code Section 40059 to determine aspects of solid waste handling that are of local concern. The foregoing reference to Section 40059 includes the relevant appellate case law interpreting that statute.

B. Acceptance of Franchise

Grantee agrees to be bound by and comply with all the requirements of this Franchise Agreement. Grantee waives, terminates and hereby releases any right or claim to serve any part of the City under any prior grant of franchise, contract, license or permit issued or granted by any governmental entity.

C. Exceptions to Exclusivity

The foregoing Grant of Franchise excludes the following:

- (1) Self-Haul. Any Solid Waste otherwise within the Scope of this Agreement which is removed and personally transported from any premises by the owner or occupant who generated the solid waste using his or her own equipment thereof for the purpose of lawfully delivering same to a Solid Waste Facility authorized to receive and handle solid waste. The use of a subcontractor by City is not "self-haul" within the meaning of this exception.
- (2) Gardeners and Landscapers. The collection, transportation and disposal by a gardener or landscaper of green waste or yard trimmings which are generated as an incidental part of providing gardening, landscaping or landscape maintenance services, provided that the gardener or landscaper is not a hauling service or solid waste enterprise, does not separately or additionally charge for the incidental service of removing, transporting or disposing of the green waste or yard trimmings, and utilizes only his or her own employees and equipment to collect, transport and dispose of same.
- (3) Sale or Gift of Recyclable Materials. Source separated recyclable Materials which are either donated or sold by the generator of the materials to a party other than Grantee. A mere discount or reduction in price of the Grantee's charges for the handling of such materials is not a sale or donation within the meaning of this Agreement. For purposes of this Agreement, materials shall be deemed "solid waste" within the meaning of California Public Resources Code Section 40191, and shall be regulated as such, whether or not they may be potentially recyclable, in either of the following instances: (a) when the material is mixed or commingled with other types of solid waste, or (b) where the payment of a fee, charge, or other consideration, in any form or amount, is directly or indirectly solicited or received from the generator by any person or combination of persons in exchange for collection, removal, transportation, storage, processing, handling, consulting, container rental or disposal services ("fee for service" recycling), whether or not arranged by or through a subcontractor, broker, agent, consultant, or affiliate of the provider of such service.



## **SECTION 4 – TERM AND TERMINATION**

The initial term of this Agreement shall commence at 12:00 a.m. on July 1, 2021 and expire at 12:00 a.m. on June 30, 2031. Thereafter, beginning on July 1, 2022, and on each July 1 anniversary date thereafter, the term of this Agreement will be extended automatically for one (1) additional year, so as to have a rolling term of ten (10) years. Should either party desire that said automatic renewal and extension provision be terminated, such party shall give the other written notice of nonrenewal between January 1 and June 30 in any year, but not before the year 2022. Any such notice, properly given, shall serve to terminate the automatic one-year renewal and extension provision only, and this Agreement shall remain in effect for the balance of the term then outstanding. In the event that either party exercises its right to terminate the automatic renewal and extension provision under this paragraph, the parties may subsequently reinstate the automatic renewal and extension provision by mutual written agreement. Termination of this Agreement may also occur pursuant to the section “Failure to Perform and Remedies,” hereafter stated in this Agreement.

## **SECTION 5 - FRANCHISE AREA**

The Franchise Area granted by this Agreement is the legally established geographic limits of the City, as the same now exist or may hereinafter be revised by annexation or otherwise. Grantee shall perform Solid Waste Handling services pursuant to this Agreement only in such Franchise Area.

## **SECTION 6 - SERVICES PROVIDED BY GRANTEE**

The following minimum operating requirements shall apply to Grantee, except to the extent any operating requirement is specifically eliminated or modified in Exhibit “A”:

### **A. Employees**

- (1) Each employee or other Person driving Grantee’s vehicle shall at all times have a valid California vehicle operator’s license appropriate for the vehicle being driven.
- (2) All Grantee employees shall wear clean clothing of a uniform type when engaged in collection operations under this Agreement.
- (3) Each employee dealing with Customers, including without limit those engaged in collection or billing, shall at all times behave in a courteous manner.
- (4) Noncompliance with the employee items above are subject to the terms of Section 10, Failure to Perform and Remedies.

### **B. Hours of Collection**

Grantee shall not collect Solid Waste within a residential area or within a commercial area which is contiguous to a residential area between the hours of 10:00 P.M. and 5:00 A.M. the next day.

C. Office for Inquiries and Complaints

City shall receive and log customer inquiries and complaints and transmit any service requests or complaints to Grantee electronically or via other mutually agreed upon method. Grantee shall maintain an office at some fixed place and keep regular business hours and shall maintain a locally listed telephone number. Such listing shall be in the Grantee's name or in the fictitious business name under which Grantee provides Solid Waste Handling services to the Area. This Section shall not require the Grantee to maintain an office which is different than or separate from the office for inquiries and complaints maintained by Grantee.

D. Records and Reports

Grantee shall prepare, maintain and provide to the City such records and reports as required in this Agreement, as well as records related to services in this agreement required under any other applicable law.

E. Requested Service

Grantee shall provide Solid Waste Handling services to all Customers within its approved Franchise Area who request such service, except when denial or discontinuance of service is specifically authorized by this Agreement. Such service shall commence within seven (7) working (waste collection) days of the Customer's request.

F. Collection Frequency

For health and safety purposes, minimum collection frequency for all Solid Waste Handling Customers shall be once per week, in accordance with Section 17331 of Title 14, California Code of Regulations. Grantee shall correct any missed collection of a Customer's Solid Waste within two (2) working (waste collection) days of notice thereof, unless the next regular collection of such waste is scheduled to occur within three (3) working (waste collection) days of such notice.

G. Containers

In addition to any requirement Grantee is subject to under its Health and Safety Permit, each container shall be replaced in its proper place in a neat and orderly manner; any litter spilled from a container by Grantee's employees while emptying a container shall be cleaned up by Grantee's employees.

H. Noise

In addition to any requirement Grantee is subject to under applicable law, Grantee shall not create any noise in excess of what is reasonable and necessary in providing Solid Waste Handling services to its Customers. Further, Grantee shall actively evaluate and strive to implement noise reduction measures on an ongoing basis, consistent with common industry practice and standards applicable in similar circumstances.

I. Collection Equipment

Grantee shall provide an adequate number of vehicles and equipment to provide the Solid Waste Handling services required under its Franchise Agreement. No vehicle shall be used for the

collection and transportation of Solid Waste prior to such initial and/or periodic inspection and approval by the Department of Public Health, Division of Environmental Health Services to the extent required under the Grantee's applicable Health and Safety Permit.

All motor vehicles used by Grantee under its Franchise Agreement shall be registered with the Department of Motor Vehicles of the State of California, shall be kept clean and in good repair, and shall be uniformly painted. In addition, vehicles must be in compliance with the California Air Resources Board requirements and any other applicable state or federal laws and/or regulations pertaining to the operation of Solid Waste handling equipment.

#### J. Privacy

Grantee shall strictly observe and protect the rights of privacy of its Customers. Information identifying individual Customers or the composition or contents of a Customer's waste stream shall not be revealed to any Person, governmental unit, private agency, or company, unless as part of a legitimate inquiry by a governmental unit, or as authorized by a court of law or by statute, or upon written authorization of the Customer. This provision shall not be construed to preclude Grantee from preparing, participating in, or assisting in the preparation of waste characterization studies or waste stream analyses which may be required by AB 939, or the City, provided that no such analysis shall identify any person or connect any person to any particular waste. In addition, Grantee shall not market, sell, convey, or donate to any Person any list with the name or address of Customers except that Grantee may provide such lists to authorized employees and authorized representatives of the City as necessary to comply with this Franchise Agreement. Grantee shall, at all times and consistent with prevailing industry standards, utilize encryption or other security measures reasonably calculated to protect Customer information from unauthorized disclosure.

#### K. Customer Complaints

Grantee shall respond to customer complaints whether received directly from customers, or by customer through City. Grantee shall designate a government liaison Person responsible for working with the City to resolve Customer complaints. The name of the liaison Person and a 24 hour availability telephone number shall be provided to the City Manager. Customer complaints shall be resolved in accordance with Section 10(B) herein, "Resolution of Customer Complaints."

#### L. Property Damage

- (1) Any physical damage caused by the act or omissions of employees, officers, or agents of the Grantee to private or public property resulting from operations under this Agreement shall be promptly repaired or replaced by Grantee at Grantee's sole expense.
- (2) With respect to driving surfaces, Grantee shall be responsible for damage (excluding normal wear and tear), whether or not paved, resulting from the weight of vehicles providing Solid Waste Handling services on public or private property when it can be demonstrated that such damage is the result of vehicles exceeding speed limits or maximum weight limits set by the State of California or by other negligent operation of vehicles by Grantee's employees.

#### M. Gratuities

Grantee shall not, nor shall it permit any officer, agent, or employee employed by it, to request, solicit or demand, either directly or indirectly, any gratuity for services authorized or required under its Agreement.

N. Laws and Licenses

Grantee shall comply with all federal, state, and City, County or local laws, ordinances, rules, and regulations applicable, from time to time and as amended, to the performance of the Solid Waste Handling services provided under this Franchise Agreement and shall obtain and maintain in full force and effect all licenses and permits necessary to perform such services throughout the term of this Franchise Agreement.

O. Services During Strikes, Lockouts or Other Labor Disturbances

In the event of labor strikes, lockouts, or other labor disturbances, Grantee and City agree to cooperate fully in developing and implementing contingency plans for the continued collection and handling of Solid Waste in order to safeguard public health and avert imminent and substantial threats to public health and safety. Without limitation, these cooperation efforts may include prioritizing the collection of Solid Waste from certain businesses in order to control the accumulation of Solid Waste that may lead to more immediate threats to public health such as putrescible waste, sewage sludge, and manure or other animal waste.

**SECTION 7 - OWNERSHIP OF SOLID WASTE INCLUDING RECYCLABLE MATERIALS**

Except as otherwise provided in state law, ownership of Solid Waste shall transfer to Grantee at such time as the Solid Waste is discarded by the Solid Waste Handling service Customer. City makes no claim of ownership to the discarded solid waste.

**SECTION 8 - WASTE DELIVERY DESIGNATION**

City reserves the right to designate the disposal facility or facilities to which Grantee shall deliver Solid Waste generated within City and collected by Grantee pursuant to this Agreement. This designation, when made, shall be subject to the following:

- (1) Solid Waste that Grantee determines to be suitable for Processing or green composting may be delivered by Grantee to a Materials Recovery Facility or Designated Source Separated Organic Waste Facility selected by Grantee, and only the Residual Solid Waste resulting from Processing will be subject to the waste delivery designation.
- (2) If the City Manager or his/her designee directs Grantee to deliver residual Solid Waste collected pursuant to this Agreement to a Solid Waste Facility that is different from the facility Grantee is then using for the disposal of such waste, or in amounts that are different than the amount that Grantee is currently delivering to that facility, and this direction results in increased operating costs to the Grantee, Grantee shall be entitled to a corresponding Fee adjustment to fully compensate Grantee for the increased costs.

## **SECTION 9 - INDEMNIFICATION AND INSURANCE, AND PERFORMANCE BOND**

### **A. Indemnification of City**

The Grantee agrees to indemnify, defend (with counsel chosen by City) and hold harmless the City and its authorized elected officials, officers, employees, contractors, consultants, attorneys, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of Grantee's performance of services under this Agreement, except to the extent, if at all, that such liability arises as a result of City's own gross negligence or willful misconduct.

#### **Hazardous Waste Indemnification**

Without limiting the generality of the foregoing, if Grantee is alleged to have, or determined to have, or not disputed allegations that it has negligently or willfully acted or failed to act with respect to the collection, handling or transportation of Hazardous Waste, Grantee shall indemnify, defend with counsel chosen by City, protect and hold harmless the City and its respective elected officials, officers, employees, contractors, consultants, attorneys, agents, volunteers, assigns, and any successor or successors harmless from and against all claims, actual damages (including, but not limited to, special and consequential damages), natural resources damage, punitive damages, injuries, costs, response remediation and removal costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, and expenses (including, but not limited to, attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by, or asserted against, City or its respective officers, employees, agents, or Grantees arising from or attributable to any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any Hazardous Waste as to which Grantee has negligently or willfully acted or failed to act with respect to its collection, handling or transportation at any place where Grantee stores, handles, transports or disposes of Solid Waste pursuant to this Franchise Agreement. The foregoing indemnity does not extend to liability arising from de minimis amounts of household hazardous waste that Customers may place in solid waste receptacles, and excludes liability arising from City's decision to exercise its waste delivery designation rights under Section 8 of this Agreement. The foregoing indemnity is intended to operate and shall operate as an agreement pursuant to Section 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act, "CERCLA", 42 U.S.C. Section 9607(e) and California Health and Safety Code Section 25364, to insure, protect, indemnify, and hold the City harmless from liability. This Section 9B shall survive the termination, lapse or any change in the relationship of the Parties hereto.

### **B. Insurance Requirements**

#### **Insurance Requirements**

#### **1. Commercial General Liability**

a. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than five million dollars (\$5,000,000) per occurrence for bodily injury, personal injury, and property damage,

including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Contractor's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies.

b. Any failure to comply with reporting provisions of the policies by Contractor shall not affect coverage provided the City.

c. Coverage shall state that Contractor insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

d. Coverage shall contain a waiver of subrogation in favor of the City.

## 2. Business Automobile Liability

a. Contractor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than five million dollars (\$5,000,000) per accident.

## 3. Workers' Compensation and Employers' Liability

a. Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Contractor shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

## 4. All Coverages

i. Each insurance policy required by the agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the City, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

ii. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.

iii. Evidence of Insurance - Prior to commencement of work, the Contractor shall furnish the City with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Contractor must agree to provide complete, certified copies of all required insurance policies if requested by the City.

iv. Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an A.M. Best rating of A- VII or higher.

v. Subcontractors and Consultants - A category of risk and the applicable insurance requirements will be determined on a "per subcontractor" or "per consultant" basis, considering the particular work to be done by the subcontractor or consultant and the interrelationship of that work to other work being conducted by the Contractor.

C. Performance Bonds or Other Security

Grantee shall furnish to the City without additional charge a corporate surety bond, a letter of credit or other security device acceptable to the City in City's sole discretion, as security for performance under this Franchise Agreement (collectively "Security"). The amount of the Security shall be the lesser of one month's expected Gross Receipts Less Disposal Charge, or Seventy-Five Thousand Dollars (\$75,000.00). Adequate proof of the existence of the Security shall be provided (e.g., a certificate from the surety showing that the bond premiums have been paid in full shall accompany the bond and each renewal thereof). The surety on the bond, the bank on which the letter of credit is drawn and the surety for any other Security device shall be a company acceptable to the City and shall be authorized to do business in the State of California.

D. Modification

The requirements of this Section 9 may be modified or waived in writing by the City upon the request of Grantee, provided the City reasonably determines such modification or waiver is in the best interest of City and of the public welfare, considering all relevant factors, including acceptable financial guarantees provided by Grantee or by a parent company of Grantee.

**SECTION 10 - FAILURE TO PERFORM AND REMEDIES**

The rights of the Grantee and City upon the failure of either to perform as required under this Agreement shall be as provided below:

A. Administration, Enforcement and Remedies

- (1) If the City Manager determines at any time that the Grantee's performance of the Solid Waste Handling services authorized/required in this Franchise Agreement, are not in conformity with the provisions of the Franchise Agreement, or applicable federal, state, or local law or regulation, including but not limited to the laws governing collection, transfer, storage and/or disposal of Solid Waste, the City Manager will notify Grantee in writing of such deficiencies ("Notice of Deficiency").

The Notice of Deficiency may provide a reasonable time within which correction of all noted deficiencies is to be made. Unless a shorter or longer period of time is specified in the notice of deficiency sent by the City Manager, a reasonable time for correction shall be thirty (30) consecutive calendar days from the receipt by the Grantee of such written notice. If the Grantee cannot reasonably correct or remedy a noted deficiency within the time specified in the Notice of Deficiency, but the Grantee immediately commences to correct or remedy such deficiency within the time set forth in the Notice of Deficiency and diligently pursues such correction or remedy thereafter Grantee shall not be deemed to have failed to correct or remedy the Notice of Deficiency. The Parties agree that while uncured defaults of material provisions of the Agreement which present an imminent and substantial threat to public health and safety should result in termination of the Agreement,

minor defaults should be the subject of liquidated damages as set forth herein. For purposes of this section, assessment of liquid damages in total of more than \$10,000.00 in any twelve (12) month period shall be deemed a material breach.

(2) The City Manager shall review the Grantee's response to the Notice of Deficiency. If the City Manager determines that the Grantee has not cured the deficiency, or if there is no cure period provided in the Notice of Deficiency given the nature of the deficiency, the City Manager shall either:

- i. Refer the matter directly to the City Council for decision pursuant to subsection (4) of this Section 10-A; or
- ii. Decide the matter and notify the Grantee of that decision, in writing.
  - The decision of the City Manager may be to terminate the Franchise Agreement or may be to impose some lesser sanction;
  - The decision of the City Manager shall be final and binding on Grantee unless the Grantee files a "Notice of Appeal" with the City Manager within thirty (30) days of receipt of the City Manager's decision. The Notice of Appeal shall be in writing, shall contain a detailed and precise statement of the basis for the appeal.
  - Within fourteen (14) working days of receipt of a Notice of Appeal, the City Manager shall refer the appeal to the City Council for proceedings in accordance with subsection (4) of this Section 10-A.

(3) Should the City Manager refer the Notice of Deficiency to the City Council in the first instance, or if the matter reaches the City Council pursuant to a Notice of Appeal, the City shall set the matter for hearing.

- i. If the City Council sets the matter for public hearing:
  - The City shall give Grantee, and any interested person requesting the same, ten (10) days written notice of the time and place of the hearing. At the hearing, the City shall consider the report of the Manager indicating the deficiencies, and shall give the Grantee, or its representatives and any other interested person, a reasonable opportunity to be heard.
  - Based on the evidence presented at the public hearing, the City Council shall decide the appropriate action to be taken. If, based upon the record, the City determines that as noted in the Notice of Deficiency the Grantee's performance of the Solid Waste Handling services authorized/required in this Franchise Agreement, are not in conformity with the provisions of the Franchise Agreement, or constitute a material violation of applicable federal, state, or local law or regulation, including but not limited to the laws governing collection, transfer, storage and/or disposal of Solid Waste, then the City may terminate this Franchise Agreement forthwith if it determines that an imminent and substantial threat to public health and safety has been created as a result of Grantees' deficiency, or in the case of any other uncorrected breach, it may impose such lesser sanction or sanctions not involving termination as it deems reasonably appropriate. The decision of the City Council shall be final and conclusive.



- (4) Grantee's performance under this Franchise Agreement is not excused during the period of time prior to the City Manager's or the City Council's final determination, as the case may be, regarding the validity of, and appropriate response to, the deficiencies noted in the Notice of Deficiency.
- (5) In the event Grantee: (i) has received a Notice of Deficiency and fails to perform Solid Waste Handling services; or (ii) has had its Franchise Agreement terminated; the City, reserves the right, in addition to all other rights available to the City, to take any one or combination of the following actions:
- i. To rent or lease from Grantee, at its respective fair and reasonable rental value, all or any part of the Grantee's equipment (including collection containers utilized by Customers and office equipment and billing programs), utilized by Grantee in providing the Solid Waste Handling services required under this Franchise Agreement. The City may rent or lease such equipment for a period not to exceed six (6) months, for the purpose of performing the Solid Waste Handling services, or any part thereof, which Grantee is (or was), obligated to provide pursuant to its Franchise Agreement. The City may use said rented equipment to directly perform such Solid Waste Handling service or to assign it to some other Grantee or Person to act on the City's behalf. Grantee shall be held responsible for the costs to insure the City or its assignee from all liability resulting from the operation of Grantee's equipment. In the case of equipment not owned by Grantee, Grantee shall assign to the City, to the extent Grantee is permitted to do so under the instruments pursuant to which Grantee possesses and uses such equipment, the right to possess and use the equipment.
  - ii. As used in this subsection, "reasonable rental value" means the rate for such equipment as listed in the State Division of Transportation publication, "Labor Surcharge and Equipment Rental Rates," in effect at the time the City leases the equipment. If a particular piece of equipment is not listed in said publication or if said publication is not current, the reasonable rental value may be established by the Manager by any equitable alternative method.
  - iii. If the City exercises its rights under this subsection, the City shall pay or owe Grantee the reasonable rental value of the equipment so taken for the period of the City's possession thereof. The City may offset any amounts due to Grantee pursuant to this provision against any amounts due the City from Grantee.
  - iv. All revenues owed by Customers which are attributable to services performed by or at the direction of the City during City's assumption of Grantee's Solid Waste Handling duties shall be billed by and paid to the City. To the extent Grantee receives such revenue after City's assumption of Grantee's Solid Waste Handling duties, Grantee shall pay such revenue to City promptly after receipt thereof (or promptly after City has performed the services related to such revenue, if the revenue was received by the Grantee prior to the City's assumption of duties) and Grantee shall be deemed to have assigned to City all of Grantee's right and interest to any such revenues.
- (6) The City rights set forth in this Section 10-A are in addition to, and not in limitation of, any other powers or rights available to the City upon failure of Grantee to perform its

obligations under this Franchise Agreement. Further, by entering into this Franchise Agreement Grantee acknowledges, admits and agrees, for use as evidence in any proceeding of any nature, and from time to time, that its material violation of any terms of this Franchise Agreement shall cause the City to suffer irreparable injury and damages sufficient to support injunctive relief to enforce the provisions of the Franchise Agreement, and to enjoin the breach thereof. Grantee hereby agrees that the City may deem the foregoing a stipulation, for any purpose or proceeding.

#### B. Resolution of Customer Complaints

Procedures for resolution of complaints and other disputes shall be as follows:

- (1) Grantee agrees to use its best efforts to resolve all complaints received by close of business of the second working (waste collection) day following the date on which such complaint is received. (See Office of Inquiries and Complaints section herein). Service complaints may be investigated by City Manager, as necessary to resolve. Grantee shall provide reasonable cooperation in the event of such investigation. Grantee shall maintain records listing the date of Customer complaint, the name, address and telephone number of Customer, the nature of the complaint or request, and the date when and nature of the action taken by the Grantee to resolve the complaint. All such records shall be maintained for at least three (3) years after Grantee's receipt of the complaint or inquiry and shall be available for inspection by City during all business hours. Service complaints shall be responsibility of Grantee whether received by City and forwarded to Grantee, or received directly by Grantee.
- (2) If the Grantee fails to cure a complaint, the City Manager shall review the complaint and determine if further action is warranted. The Manager may request written statements from the Grantee and Customer, or oral presentations or both written and oral presentations.
- (3) The City Manager shall determine if the Customer's complaint is justified, and if so, what remedy, if any, shall be applied. The remedy provided to the Customer under this Section shall be limited to a refund of Customer charges related to the period of violation of any of the terms of Division 6 of Title 4 of the Code or of the breach of any term of this Franchise Agreement. In addition to any other remedy of City contained in this Agreement, City may impose upon Grantee liquidated damages of up to one hundred dollars (\$100.00) payable to the City for any single event or series of related events, or actual damages as demonstrated during the resolution procedure.
- (4) The City Manager may delegate the duties under this Section to a designee. The decision of the City Manager or a designee shall be final on any matter of five hundred dollars (\$500.00) or less. In the event of a decision on a matter awarding more than five hundred dollars (\$500.00), Grantee may seek review pursuant to the Notice of Appeal procedure contained in Section 10–A of this Agreement.

### **SECTION 11 - FRANCHISE TRANSFER**

The rights of the Grantee in regard to the transferability of its Franchise shall be as set forth below:

- (1) Neither this Franchise Agreement nor any right or privilege granted in this Agreement shall voluntarily or involuntarily be transferred, sold, hypothecated, sublet, assigned or leased,

in whole or in part, nor shall title thereto, either legal or equitable, or any right, interest, or property therein (all collectively referred to herein as "transfer" ), pass to or vest in any Person, except the Grantee, either by act of the Grantee or by operation of law, without the prior written consent of the City. Any attempt by Grantee, or by operation of law, to transfer this Franchise Agreement without the prior written consent of the City shall be void and deemed a material breach of this Agreement.

- (2) This Franchise Agreement shall terminate on any Change in Ownership of Grantee, unless such Change in Ownership has been consented to, in writing, by the City prior to the effective date of such Change in Ownership.
- (3) The City shall review a request by Grantee that the City approve a transfer of all or part of Grantee's interest in this Franchise Agreement, or that the City consent to a Change in Ownership of Grantee, using such criteria as it deems necessary including, but not limited to, those listed below. The City shall not unreasonably withhold its consent to the transfer of this Franchise Agreement or to any Change in Ownership of Grantee.

If the Grantee requests that the City consider and consent to a transfer or a Change in Ownership of Grantee, the Grantee or the proposed transferee, as applicable, shall at a minimum meet each of the following requirements:

- i. The Grantee shall pay the City a maximum of \$50,000.00 for incurred attorney's fees and related administrative and investigation costs necessary to determine the suitability of any proposed transferee or proposed new owners, and to review and finalize any documentation required by City, in its sole and absolute discretion to determine what form of documentation will be used in terms of effecting a proper transfer, as a condition for approving any such transfer or Change in Ownership.
- ii. The Grantee shall furnish the City with independently audited financial statements of the proposed transferee's operations for the immediately preceding three (3) operating years.
- iii. The Grantee shall furnish the City with proof satisfactory to City, in its sole and absolute discretion:
  - that the proposed transferee or the proposed management of the Grantee under the proposed new owner has at least three (3) years of solid waste management experience of a scale equal to or exceeding the scale of operations conducted by Grantee under this Agreement;
  - that in the last five (5) years, the proposed transferee or any company managed by the proposed new owner (or by the proposed management of the Grantee under the proposed new owner) has not received any citations, Notice of Violations or other censure from any federal, state or local agency having jurisdiction over its waste management operations due to any failure to comply with state, federal or local waste management laws, where such failure either: (i) evidences a pattern of disregard for such state, federal or local waste management laws; or (ii) involves actions which endangered the lives or property of any Person.

Grantee shall supply the City with a complete list of such citations, Notices of Violations and censures, if any;

- that the proposed transferee or any company managed by the proposed new owner (or by the proposed management of the Grantee under the proposed new owner) has at all times conducted its operations in an environmentally safe and conscientious fashion;
- that the proposed transferee or any company managed by the proposed new owner (or by the proposed management of the Grantee under the proposed new owner) conducts its solid waste management operations in accordance with sound waste management standards and practices and in full compliance with all federal, state and local laws regulating the collection and disposal of waste;
- of the adequate financial strength of proposed transferee or of the Grantee under the proposed new ownership; and
- of the ability of the proposed transferee or of the Grantee under the proposed new ownership to obtain and maintain required insurance and bonds.

## **SECTION 12 - REPORTS**

Grantee shall provide the City Manager with such reports and information and make its records available for review as provided below:

### **A. General**

- (1) Grantee shall keep, and, maintain, and furnish copies of such operating records and reports as may be requested by City to ascertain compliance with this Agreement, and support requests for a Fee adjustment. City and Grantee agree that Grantee's financial data and operational records shall remain confidential with respect to third parties, and shall be protected from disclosure to the extent they contain proprietary information, including trade secrets, whether or not designated as such by Grantee.
- (2) All information required to be kept, maintained or furnished to the City shall be maintained a minimum of five (5) years after the entry of the most recent item therein;

### **B. Reporting Requirements**

During the term of this Franchise Agreement, Grantee shall submit to the City quarterly, and more often if required by law, information reasonably required by City to meet its reporting obligations imposed by AB 939 and AB 901, as amended, and the regulations implementing each, in a manner acceptable to City. Grantee agrees to submit such reports and information as reasonably requested by the City. Grantee agrees to render all reasonable cooperation and assistance to

the City in meeting the requirements of the City's source reduction and recycling element and non-disposal facility element.

C. Annual and Quarterly Reports

- (1) Grantee shall assist City in preparation of all Annual and Quarterly reporting required by CalRecycle, or successor agency, in accordance with this Agreement.
- (2) Quarterly reports shall be submitted forty-five (45) days following the end of each calendar quarter. The quarterly reports shall include:
  - i. Amount (in tons) and type of material collected.
  - ii. Amount and types of material deposited in the Solid Waste Facility.
  - iii. Amount and types of material recycled, processed or diverted.
  - iv. Customer complaint log for complaints received during the quarter.
  - v. Summary assessment of services, and identification of impediments to meeting service requirements.
  - vi. An annual presentation will be made to the Lindsay City Council upon an agreed date that is acceptable to both parties.

**SECTION 13 - COMPENSATION**

A. Compensation and Billing

Each party shall provide/maintain accurate and complete accounting and billing. Either party may request and be entitled to review the other party's accounting and billing related to this Agreement.

County Tax Roll Billing.

The primary method of billing for services to residential premises and Multi-Family properties with two (2) to four (4) units shall be by a levy on the County property tax bill in accordance with the procedures outlined by the most current County Property Tax Roll Billing Procedure. Grantee shall submit annual or periodic reporting data necessary to meet County Tax Roll billing and reconciliation requirements.

City agrees to handle the collection of delinquent accounts as a lien on the property collected on the County property tax bill in accordance with the procedures outlined by the most current County Property Tax Roll Billing Procedure.

The City shall have no obligation to pay the Grantee any portion of billed amount in excess of the amount collected from customers. The city will use its best efforts and all available

avenues to collect all item charged. Grantee shall not discontinue service to Customers billed through county tax rolls that do not pay for services rendered.

#### Direct Billing by Grantee

Except for Premises billed as a levy on the County property tax bill, Grantee shall be responsible for billing and collection of payment for all Commercial (including Multi-Family with five (5) or more units) and Industrial customers. Grantee will be required to provide customers who are more than thirty (30) days past due a proper notice of delinquency according to applicable law prior to discontinuing services. Grantee may require Customers arranging for Temporary Services to pre-pay for the services requested.

#### Payment

On a monthly basis, Grantee shall submit a complete report of amounts collected from customers direct billed by Grantee, including franchise fees owed to City. City shall remit to Grantee amounts collected for services billed on tax rolls, less all applicable Franchise Fees, based on the Fees set forth in Exhibit "D." The monthly payment to Grantee shall be paid by City within thirty (30) days of the end of the applicable billing cycle.

- (1) Grantee's Fees. Grantee shall provide solid waste handling services pursuant to this Agreement at the Fees set forth in the attached Exhibit "D," the contents of which are incorporated by this reference. The Exhibit "D" Fees will apply at the inception of this Agreement, and are subject to adjustment as set forth elsewhere herein.

The parties acknowledge their understanding that the Exhibit "D" Fees are not necessarily reflective of the total charges that City will actually bill to customers. The City expressly reserves the right to charge customers whatever Rates it deems reasonable or appropriate, and the actual charges to a customer will include additional amounts, over and above the amount that will be paid to Grantee, to cover such administrative, finance, collection or other fees as the City determines proper. If no Fee has been established for a particular service billed by City, Grantee and City shall mutually agree on an appropriate charge for that service or service level. If no Rate has been established for a service billed directly by Grantee, then Grantee shall determine with Customer the appropriate charge, subject to City approval. Grantee shall promptly notify City of any new Rates to be billed by Grantee.

The Exhibit "D" Fees are inclusive of all Solid Waste handling services to be provided, including collection, transportation, processing, composting, disposal, and cart and bin costs, and costs associated with moving bins from standard enclosures such distance as is reasonably necessary to empty them (but not including costs associated with moving bins beyond such distance in unusual circumstances or due to special requests by customers). No other charges shall be imposed by Grantee for such services unless approved by City.

#### B. Adjustment to Fees

The following annual and special rate adjustments shall be made to the Fees provided for in this Franchise Agreement.

(1) Annual Cost of Living Adjustment (COLA)

Beginning July 1, following the Effective Date of this Franchise Agreement, the Fee shall be annually adjusted upwards by adding a cost-of-living adjustment (COLA) to the then current Fee. The COLA shall be based on the change in the annual Consumer Price Index (CPI).

An example of the CPI adjustment for July 1, 2021 is shown below:

|                    |                         |
|--------------------|-------------------------|
| Annual CPI-U 2019: | 295.004                 |
| Annual CPI-U 2020: | 300.084                 |
| Change:            | 5.080                   |
| % Increase:        | 1.72% (5.080 ÷ 295.004) |

(2) Extraordinary Adjustment

The parties acknowledge that there may be infrequent extraordinary events which, although they do not prevent either party from performing, and thus do not implicate the Force Majeure provisions hereof, nevertheless increase the cost of providing service such that Grantee's compensation and the Fee adjustment mechanism provided in this Agreement result in Grantee's suffering losses which are substantially outside the commercially reasonable expectations of the parties. The obligation of the parties in such event is to act reasonably toward each other in arriving at an appropriate adjustment in Fees. Accordingly, at its option, Grantee may apply to the City at any time, but not more frequently than once annually, for an extraordinary Fee adjustment should an event or circumstance arise (including a change in landfill tipping fee) that is not the result of a Change in Law or Change in Service Level which negatively impacts the economic operation of Grantee and which is in excess of the Fee adjustment resulting from the application of the annual adjustment formula set for in subparagraph (a) above. An interim adjustment in Fees will be deemed justified if it is necessary for the Grantee to make a substantial change in its operations, or substantial capital expenditure or investment in order to perform its obligations under this Agreement due to the occurrence of an event or circumstance other than a Change in Law or Change in Service Level which is beyond the reasonable control of Grantee. In the event of such an application for an extraordinary Fee increase, it is understood that the Grantee shall have the burden of demonstrating to the reasonable satisfaction of City the basis for the extraordinary increased cost.

(3) Franchise Fee Adjustment

The Franchise Fee adjustment shall be the pass through of one hundred percent (100%) of any increase or decrease in the Franchise Fee, and shall be effective as of the date the Franchise Fee increase or decrease is payable by the Grantee.

#### (4) Change in Scope Level Adjustment

- i. The Fee shall be increased (or decreased) by one hundred percent (100%) of the increase (or decrease) or incremental increase (or incremental decrease), as the case may be, in the demonstrable costs (i.e., on any direct or indirect cost, whether fixed or variable) associated with the change in the level of the Solid Waste Handling services which may be required of, or agreed to by, Grantee. City shall provide Grantee ninety (90) days notice of any requested changes in scope of this agreement. A Change in Scope Adjustment shall be effective on and after the actual date of the requirement to or agreement to change operations which results from the change in service, but, absent the consent of the Manager, not sooner than the effective date of the change in service. In no event shall any Change in Scope Adjustment be effective prior to the City's approval of an amendment to the Franchise Agreement.
- ii. In the event that the City Manager and the Grantee claiming to be affected by the change in scope cannot agree on either the existence, or the effect on demonstrable costs, of a change in service level, the dispute resolution provisions of Section 13–C (1) shall apply.

#### (5) Change in Law Adjustments

- i. The Fee shall be increased (or decreased) by one hundred percent (100%) of the increase (or decrease) or incremental increase (or incremental decrease), as the case may be, in the demonstrable costs (i.e., on any direct or indirect cost, whether fixed or variable) associated with the change in the manner or nature of conducting Solid Waste Handling services necessitated by a Change in Law. A Change in Law Adjustment shall be effective on and after the actual date of the change in operations which resulted from the Change in Law, but, absent the consent of the Manager, not sooner than the effective date of the Change in Law. In no event shall any Change in Law Adjustment be effective prior to the City's approval of an amendment to the Franchise Agreement.
- ii. In the event that the City Manager and the Grantee claiming to be affected by the Change in Law cannot agree on either the existence, or the effect on demonstrable costs, of a Change in Law, the dispute resolution provisions of Section 13–C (1) shall apply.

#### C. Dispute Resolution Regarding Adjustment to Fees

- (1) Any dispute regarding any Change in Service Level Adjustment or Change in Law Adjustment provided for in 13 above, which cannot be resolved between the Grantee and City within thirty (30) days of the receipt by City of such documents as City may reasonably request, shall be submitted to a mutually agreed upon expert in the subject matter area of the dispute to resolve the dispute as to either or both: (i) the existence of a Change in Service Level or a Change in Law; and/or (ii) the effect on the Grantee's demonstrable costs of a Change in Service Level or a Change in Law. The decision of the expert shall be binding on the Grantee and the City. The cost of the expert shall be borne equally by the Grantee and the City and the Parties shall pay the expert(s) each party's respective



share on demand by the expert(s). If the Grantee and City cannot mutually agree upon an expert, either may petition the Superior Court of the County of Fresno to have an expert chosen by the court. The City and Grantee shall each have the right to suggest one expert to the court; the court shall choose one of the suggested experts.

- (2) Any dispute regarding the current Fee schedule or Fee adjustments (except those disputes related to a Change in Service Level Adjustment or Change in Law Adjustment) shall be decided by the City Manager within ten (10) working days after receipt of a written statement from the Grantee of the nature and basis of the dispute with a request that it be resolved by the City Manager. Grantee shall have the right to appeal the Manager's decision in writing to the City Council within thirty (30) days after the City Manager has given the Grantee written notice of the decision. Such appeal shall conform to the appeal provisions set forth in Section 10–A of this Agreement in respect to the form of the Notice of Appeal, the time limits for processing the appeal, and the amount of fees, if any, connected therewith. The City may consider the appeal or refer said appeal to a hearing officer as provided in Section 10–A of this Agreement.
- (3) The most recent Fees approved by the City Manager in effect at the time a dispute is submitted to either the expert or City Manager, as the case may be, shall remain in effect pending resolution of such dispute. The effective date of any dispute resolution, whether retroactive or prospective, shall be determined by the expert, the City Manager, the City or a hearing officer, as appropriate.

#### D. Discontinuance of Service

Grantee may discontinue service for non-payment of Customer's billing (when directed by City for accounts billed by City, or in the event of non-payment by a Customer billed by Grantee), or Customer's failure to substantially comply with the requirements of the applicable provisions of state or local law which govern use, storage and collection of Solid Waste in accordance with this Agreement.

### **SECTION 14 - FORCE MAJEURE**

Grantee shall not be in default under this Agreement in the event that the services provided by the Grantee are temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, acts of terrorism, civil disturbances, insurrection, explosion, pandemics, quarantines, acts of God, acts of government or governmental restraint, and natural disasters such as floods, earthquakes, landslides, and fires, severe weather or other catastrophic events which are beyond the reasonable control of Grantee and which Grantee could not reasonably be expected to have prevented or controlled. Catastrophic events do not include the financial inability of the Grantee to perform or failure of the Grantee to obtain any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the Grantee.

### **SECTION 15 - OTHER PROVISIONS**

#### A. Independent Contractor

Grantee is an independent contractor and not an officer, agent, servant, or employee of City. Grantee is solely responsible for the acts and omissions of its officers, agents, and employees, if any. Nothing in this Franchise Agreement shall be construed as creating a partnership or joint

venture between City and Grantee. Neither Grantee nor its officers, agents, or employees shall obtain any rights to retirement or other benefits which accrue to City employees.

B. Right to Pass

Grantee shall have the right to enter or drive on any private street, court, place, easement, or other private property for the purpose of providing Solid Waste Handling services pursuant to its Franchise Agreement, so long as it is not in receipt of a written notice revoking permission to pass. Grantee shall have no rights greater than those then held by City.

C. Compliance with Municipal Code

Grantee shall comply with provisions of the Municipal Code that are applicable to operations hereunder, and with any and all amendments, from time to time, to such provisions during the Term of this Agreement.

D. Notices

Any notice, information, request or reply ("Notice") required or permitted to be given under the provisions of this Agreement shall be in writing and shall be given or served personally, by mail, or by email. If given or served by mail, such Notice shall be deemed sufficiently given if: (1) (i) deposited in the United States mail, certified mail, return receipt requested, postage prepaid, or (ii) sent by overnight service provided proof of service is available; and (2) addressed to (i) the Grantee at its most recent address of record with City or (ii) to the Manager at the then-current address of City, as the case may be. If given by email, such Notice shall be deemed sufficiently given if the receiving party confirms receipt. The addresses of the parties at the time of signing this Agreement are:

To City:                   Attn: City Manager  
                                  City of Lindsay  
                                  1100 E. Lindsay Avenue  
                                  Lindsay, CA 93648

To Grantee:               Attn: Contract Administrator  
                                  Mid-Valley Disposal, LLC  
                                  15300 West Jensen Avenue  
                                  Kerman, CA 93630

Either party may from time to time designate by Notice to the other given in accordance with this Section. Notice shall be deemed effective on the date personally served or, if mailed, three (3) business days from the date such notice is deposited in the United States mail, or if by facsimile transmission, upon receipt of confirmation of delivery which confirmation may be transmitted by the same means. Service by facsimile transmission shall not be effective unless the original of the document being served is deposited in the United States mail, postage prepaid, within twenty-four (24) hours after the facsimile transmission has been confirmed. Emails shall be deemed effective upon confirmation of receipt.

E. Exhibits Incorporated

Exhibits "A" through "D" are attached to and incorporated in this Agreement by this reference as if fully set forth.

F. Laws and Licenses

City and Grantee shall, at their own separate costs, comply with all federal, State, and City laws, ordinances, rules, and regulations applicable to the performance of the services hereunder and Grantee shall obtain and maintain in full force and effect throughout the term of this Agreement all licenses and permits necessary to perform the services hereunder.

G. Governing Law

This Agreement shall be governed by the laws of the State of California, with venue in the Superior Court of the County of Fresno or the Federal District Court with jurisdiction over City.

H. Waiver

No waiver by either party of any one or more defaults or breaches by the other party in the performance of this Agreement shall operate or be construed as a waiver of any already established or future defaults or breaches, whether of a like or different character or degree.

I. Counterpart Signatures

This Agreement may be executed in counterpart pages (counterparts), each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become fully executed when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same signature pages of this Agreement. The exchange of copies of this Agreement and of signature pages by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted electronically shall be deemed to be their original signatures for all purposes.

**SECTION 16 - SEVERABILITY**

If any non-material provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the validity and enforceability of any of the remaining provisions of this Agreement.

**SECTION 17 - ENTIRE AGREEMENT; AMENDMENT**

This Agreement and its incorporated Exhibits constitute the entire agreement between the parties concerning the subject matter hereof and supersede any and all other communications, representations, proposals, understandings or agreements, either written or oral, between the parties hereto with respect to such subject matter. This Agreement may not be modified or amended, in whole or in part, except by written agreement signed by both parties hereto. Notwithstanding the forgoing, the parties acknowledge the provisions of "Chapter 6.20, Garbage and Rubbish Disposal" of the City Code as currently enacted are included herein and, further, that if and when such City Code provisions are amended, that the amended provisions shall apply to

this Agreement, without any action being required of either party. The City Manager shall provide Notice to Grantee upon changes to the City Code that require a change in this Agreement.

**SECTION 18 - CONSTRUCTION OF FRANCHISE**

The parties hereto have negotiated this franchise at arm's length and with advice of their respective attorneys, and no provision contained herein shall be construed against either party solely because it prepared the actual physical Agreement executed by the parties.

WITNESS the execution of this Agreement on the day and year written above.

CITY OF LINDSAY

MID-VALLEY DISPOSAL

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
City Attorney  
Approved to Form

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

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

\_\_\_\_\_  
Title

## **EXHIBIT “A” - PROVIDED SERVICES**

This Exhibit sets forth the level of services to be provided by Grantee pursuant to its Franchise, and the manner of providing such services which are in addition to the manner of providing services specified in this Agreement.

Grantee shall provide the Solid Waste Handling services in conformity with all provisions of this Agreement, including:

### **A. Single Family Residential**

- (1) Weekly 3 Cart Service - Unless otherwise required under applicable law or regulation, once per week Grantee shall collect the Solid Waste (except bulky items and Hazardous Waste), which has been separated, placed, kept, or accumulated in containers at residential units within the Franchise Area and placed at curbside prior to Grantee's normal weekly collection time. All Solid Waste must be placed within containers at curbside without obstructions so as to permit collection, unless otherwise agreed upon by City and Grantee. Grantee shall supply containers, and shall require the use of specific containers as specified in this Exhibit “A.” Grantee may provide special pickup procedures, above and beyond the services described above, with customers consistent with the Fees paid Grantee in Exhibit “D.” Grantee shall notify City immediately of any Changes in Service Level, and similarly, City shall notify Grantee of any Changes in Service Level.

### **B. Commercial, Industrial, and Multi-Residential**

- (1) Multi-Residential Weekly Service - Unless otherwise required under applicable law or regulation, at least once per week Grantee shall collect the Solid Waste (including bulky items which have been placed in a closed bin, and excepting metallic white goods and Hazardous Waste) which have been placed, kept or accumulated for collection in Solid Waste Bins at Multi-Residential Units.
- (2) Commercial and Industrial Weekly Service - Unless otherwise required under applicable law or regulation, at least once per week Grantee shall collect the Solid Waste which have been placed, kept or accumulated for collection in Solid Waste Bins at commercial units.

### **C. Source Separated Materials – Contamination**

Grantee shall conduct contamination monitoring as defined in Exhibit B of this Agreement.

### **D. Construction and Demolition Waste Temporary Drop Box Services**

Grantee shall provide construction and demolition debris removal, including temporary Drop Box services using Fees reflected in Exhibit “D” unless debris is generated by a declared emergency disaster such as floods, fires, earthquake or other such occurrence as deemed meeting the criteria of disaster debris. The City may provide for Rates and services solely for the timely and efficient removal of “disaster debris” with the Grantee or other qualified public or private entity.

#### E. Special Collection Programs

The following minimum special collection programs shall apply to this Franchise Agreement:

- (1) City Facilities: Grantee shall provide front load commercial service to the City at no cost for the following City-owned facilities:
  - i. Corporation Yard – 176 Sweetbrier Ave
  - ii. Lindsay City Hall – 150 N Mirage Ave
- (2) Contractor shall include two (2) annual community clean-up days (1 in the Spring and 1 in the Fall) at no additional cost to the City. The City and Contractor shall mutually agree to the day and location of the clean-up Days
- (3) Illegal Dumping: At Cities direction, Contractor agrees to provide targeted clean up of illegal dumping up to ten (10) tons annually.
- (4) Christmas Trees: Grantee shall collect and dispose of Christmas trees left at curbside by Customers during the three regular pickups following each Christmas day.
- (5) Senior and Handicapped Service: When a Customer produces evidence that he or she is at least 65 years of age or a medical practitioner's statement showing that he/she is physically unable to place his/her solid waste bins at the curb for collection, together with his/her affidavit certifying that no able-bodied person under 65 years of age on the premises is available for such purposes, Grantee will provide walk-in service to such premises.

#### F. Emergency Disaster Debris Removal Services

- (1) In the event of a declared emergency disaster such as a fire, flood, earthquake, or other such occurrence as deemed meeting the criteria of a disaster in which debris is created, the Grantee will be given the first right of refusal in its franchise area to offer temporary bin/roll off services using Fees reflected in Exhibit "D", to transport debris to a staging area or disposal facility designated by the Manager.
- (2) During any period of time that Grantee is unable to service its franchise area during such declared emergency, either for loss of transportation, lack of assistance or an overabundance of debris material or other similar circumstances, the City reserves the right to contract with third-party entities for temporary bin/roll off services, including transportation of debris to a Solid Waste Facility. Grantee shall notify City when it regains its ability to recommence service in its franchise area and City will, within a reasonable time period, terminate any contract with third-party entities for the same services.
- (3) The City reserves the right to direct roll off bin service to areas that have been designated as critical due to the emergency conditions.

## **EXHIBIT “B” - SB 1383 COMPLIANCE PROGRAMS**

To support the City in complying with regulations under SB1383, Contractor shall implement the programs identified in this Exhibit. These programs are designed to meet the implementation and education requirements of SB1383 and help the City achieve annual diversion requirements set by CalRecycle. The City’s actual annual diversion rate depends on participation of businesses and residents, their respective adherence to program requirements and local code, the City’s enforcement of applicable codes, and the City’s implementation of other programs outside the scope of this Agreement. Accordingly, City shall amend or update the City code to incorporate requirements necessary for the implementation of these programs.

### **1. Collection Requirements and Container Labeling**

Contractor shall provide a 3-container collection program for Solid Waste, Recyclables, and Mixed Organics. Collection containers shall be Grey (MSW), Blue (Recyclables), and Green (Organic Waste). Hardware such as hinges and wheels may be different colors.

New containers or lids placed by Contractor shall include language or graphic images, or both, that indicate the primary materials accepted and the primary materials prohibited in that container. Labels shall clearly indicate items that are prohibited container contaminants for each container.

### **2. Education and Outreach**

To promote public education about recycling requirements, Contractor shall create public education materials and conduct education programs and activities described in this Section.

Annual Notice: Contractor shall prepare and distribute to each Generator in the City a mailer that includes information specified in 14 CCR Section 18985.1(a). Such mailer shall be distributed by Contractor to all Residential and Commercial mailing addresses including individual Multi-Family Dwelling Units. Contractor shall also make this notice available in an electronic format through the Contractor’s website.

Instructional Service Guide: Contractor shall prepare a service guide that describes available services, including how to place Containers for Collection, which materials should be placed in each Container and prohibited materials, and provides Collection holidays

Property Owners and Businesses: Contractor shall annually provide Property Owners and Commercial Business owners with public education materials in electronic format for their distribution to all employees, contractors, tenants, and Customers of the properties and businesses. The Contractor’s public education materials shall include, at a minimum, information about Organic Waste recovery requirements and proper sorting of Discarded Materials. A Commercial Business or Multi-Family Property Owner may request these materials more frequently than the standard annual provision if needed to comply with the requirement of 14 CCR Section 18984.10 for Commercial Businesses and Multi-Family Property Owners to provide educational information to new tenants and employees before or within fourteen (14) days of occupation of the Premises. In this case, the Commercial

Business or Multi-Family Property Owner may request delivery of materials by contacting the Contractor's customer service department not later than two (2) weeks in advance of the date that the materials are needed.

Technical Assistance Program: Contractor shall provide ongoing technical assistance for Commercial and Multi-family generators that are required to participate in source separated recycling under applicable laws including AB 341, AB 1826, and SB 1383 and corresponding regulations. Technical assistance may include on-site training, instructional guides, printed or electronic materials and other resources that satisfy regulation requirements.

Contamination Monitoring: Contractor shall perform contamination inspections by utilizing on-board monitoring systems or physical container inspections. For physical container inspections, Contractor's personnel shall lift the Container lid and observe the contents. For Collection vehicles equipped with a video camera and monitoring system, Contractor's personnel shall observe, via the hopper video camera and monitoring system, the contents of the Containers as the materials are emptied into the vehicle. Upon finding Prohibited Container Contaminants in a Container, Contractor shall follow the contamination noticing procedures set forth below.

### **3. Waste Evaluations**

Sampling Method: Contractor shall, at its sole expense, conduct waste evaluations that meet the requirements of 14 CCR Section 18984.5(c). The Contractor shall conduct waste evaluations for contaminants using the Standard-Compliance Approach or other methods approved by Cal Recycle at least twice per year and the studies shall occur in two distinct seasons of the year. Contractor shall provide adequate notice to City of when waste evaluations will occur, and City reserves the right to observe waste evaluations.

Contamination Notifications: If the sampled weight of Prohibited Container Contaminants exceeds twenty-five percent (25%) of the measured sample for any material stream, the Contractor shall notify City within fifteen (15) working days. Contractor may perform targeted waste audits to determine the source of contaminants and provide technical assistance to those generators, or notify all generators of their obligation to properly source separate materials. The Contractor may provide this information by placing a written notice on the Generators' Containers or the gate or door of the Premises; and/or by mail, e-mail, or electronic message to the applicable Generators.

Contractor will coordinate with City to develop procedures regarding alleged violations of these recycling programs.

### **4. Procurement**

Contractor agrees to provide City with 100 tons of mulch annually to help City meet its procurement requirements. Contractor also agrees to provide City with any available procurement credits from renewable fuel purchases used by vehicles within City.



## **5. Waivers**

The City shall be responsible for granting waivers to commercial or multi-family generators that meet the de minimis requirements subject to the requirements under SB1383, pursuant to 14 CCR Section 1898411, or other requirements that may be specified by City. This includes physical space waivers where services may be impacted.

Contractor shall provide City with required generator information on services and activity that is needed as part of the waiver application. Contractor may also assist generators with waiver applications or submit on their behalf.

## **6. Edible Food Recovery**

Contractor shall provide City with necessary data and reporting to determine tier 1 and tier 2 commercial edible food generators within the City.

At least annually, the Contractor shall provide Commercial Edible Food Generators with the following information:

- Information about the City's Edible Food Recovery program;
- Information about the Commercial Edible Food Generator requirements under 14 CCR, Division 7, Chapter 12, Article 10;
- Information about Food Recovery Organizations and Food Recovery Services operating within the City, and where a list of those Food Recovery Organizations and Food Recovery Services can be found; and,
- Information about actions that Commercial Edible Food Generators can take to prevent the creation of Food Waste.

## **7. Reporting**

Contractor will provide the data or prepare reports required to meet SB1383 requirements which includes:

- The number of generators that receive organic waste collection service
- The number of route reviews conducted for prohibited container contaminants
- The number of times notices, violations, or targeted education materials were issued to generators for prohibited container contaminants.
- The results of waste evaluations performed to meet the container contamination minimization requirements and the number of resulting targeted route reviews
- The number of commercial edible food generators located within the jurisdiction

## **EXHIBIT "C" - DEFINITIONS**

For the purposes of this Franchise Agreement, the following terms, when used with initial capitalization, shall have the meanings set forth in this Section:

- A. AB 939. "AB 939" means the California Integrated Waste Management Act of 1989, being Division 30 of the California Public Resources Code, commencing with Section 40000 thereof, as it may be amended from time to time.
- B. AB 1826. "AB 1826" means the Organic Waste Recycling Act of 2014 (Chapter 727, Statutes of 2014 modifying Division 30 of the California Public Resources Code), also commonly referred to as "AB 1826," as amended, supplemented, superseded, and replaced from time to time
- C. BULKY WASTE. "Bulky Waste" means discarded furniture (including but not limited to chairs, sofas, mattresses, and rugs); appliances (including but not limited to refrigerators, ranges, washers, dryers, water heaters, dishwashers, plumbing, small household appliances, and other similar items, commonly known as "white goods"); discarded stereos, televisions, computers, VCR's, and other similar items (commonly known as "Electronic-Waste"); wood waste, tree trunks and large branches if more than six inches in diameter or four feet in length, scrap wood, rocks, sod and earth. Bulky Waste does not include construction and demolition waste, or large items such as car bodies, Jacuzzi tubs or spas, or other items that cannot be handled by two persons. In addition, Bulky Waste does not include waste tires.
- D. CHANGE IN LAW. "Change in Law" means the imposition (or removal), after the establishment of a Fee relative to a Franchise Agreement, of any duty or burden imposed upon the Grantee in the performance of the Solid Waste Handling services required of it under the Franchise Agreement which is or becomes additional to (or is subtracted from) or different from those duties required or contemplated in its Franchise Agreement, or which must be performed in a different manner from that in which it is initially contemplated to be performed, and which results from any of the following:
  - (1) the enactment, issuance, adoption, repeal, amendment or modification of any federal, state or local law, statute, ordinance or regulation.
  - (2) a regulatory agency or other administrative agency interpreting a regulation, a judicial decision of a federal court interpreting federal law or statute, or a judicial decision of a court having jurisdiction within California interpreting a federal, state or local law, statute, ordinance or regulation, in a manner different from the interpretation which had previously been generally relied upon in California within the solid waste collection and hauling industry.
- E. CHANGE IN LAW ADJUSTMENT. "Change in Law Adjustment" means the adjustment to Fee as determined under the provisions of Section 13-B (6) of this Agreement.
- F. CHANGE IN OWNERSHIP. "Change in Ownership" occurs when either a transaction or event, results in fifty percent (50%) or more of the beneficial ownership of the Grantee being different than such ownership as of the date of the approval by the City

of the Franchise Agreement or, if applicable, as of the date of the most recent consent of the City to a Change of Ownership. The owners of the beneficial ownership of Grantee on the date of the approval of the Franchise Agreement or, if applicable, on the date of the most recent consent of the City to a Change of Ownership, shall be referred to in this subsection as an "Initial Owner". A Change in Ownership will be determined by application of the following:

- (1) Any beneficial interest owned by an individual related by blood or marriage to an Initial Owner shall be considered as owned by an Initial Owner in determining if a Change in Ownership has occurred.
- (2) Any public offering of stock where the stock is offered for sale to the general public and does not constitute a private placement shall be disregarded in determining if a Change in Ownership has occurred.
- (3) Sales, transfers, issuances or pledges of non-voting shares of stock will not be considered in determining if a Change in Ownership has occurred, until and unless and only to the extent that such stock is converted into voting shares of stock.
- (4) The pledge of, or any other action taken relative to, voting shares of stock which results in any voting rights of such stock being exercised by other than an Initial Owner shall be considered to be a transfer of such stock for the purposes of determining if a Change in Ownership has occurred.

G. CHANGE IN SCOPE ADJUSTMENT. "Change in Scope Adjustment" means the adjustment to Fee as determined under the provisions of Section 13-B (5) of this Agreement.

H. COMMERCIAL EDIBLE FOOD GENERATORS. "Commercial Edible Food Generator" means a Businesses identified as Tier One and Tier Two edible food generators as defined in 14 CCR Section 18982.

I. CONSUMER PRICE INDEX. "Consumer Price Index" or "CPI" means the Consumer Price Index, All Items, Not Seasonally Adjusted, San Francisco-Oakland-Hayward, California, as published by the U. S. Department of Labor, Bureau of Labor Statistics, Series Id. CUURS49BSA0, Base Date 1982-84=100, or the most similar successor index if this index is no longer published.

J. CITY. "City" means the City of Lindsay, State of California.

K. CITY SOLID WASTE DISPOSAL SYSTEM. "City Solid Waste Disposal System" means at any particular time, the then-existing Solid Waste Facilities which the City owns, leases or has a contractual right to use.

L. CUSTOMER. "Customer" means any Person receiving Solid Waste Handling services pursuant to this Agreement.

M. DESIGNATED SOURCE SEPERATED ORGANIC WASTE FACILITY: "Designated Source Separated Organic Waste Facility" means a facility identified by Contractor that meets the definition of 14 CCR Section 18982(a)(33).

- N. DROP BOX. "Drop Box" means a steel, open-top container holding at least eight (8) cubic yards that rolls off and on a transport truck.
- O. EFFECTIVE DATE. "Effective Date" means July 1, 2021.
- P. ELECTRONIC WASTE. "Electronic Waste" for purposes of this Agreement means electronic waste materials generated by residential or commercial Customers that render the items hazardous depending upon their condition and density, such as, but not limited to, televisions, computer monitors containing Cathode Ray Tubes (CRTs), cell phones, scanners, fax machines and other items as determined by applicable laws and regulations.
- Q. EXCLUDED WASTE. "Excluded Waste" means Hazardous Substance, Hazardous Waste, Infectious Waste, Designated Waste, volatile, corrosive, Medical Waste, infectious, regulated radioactive waste, and toxic substances or material that Approved/Designated Facility operator(s) reasonably believe(s) would, as a result of or upon acceptance, Transfer, Processing, or Disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be Disposed of in Class III Landfills or accepted at the Facility by permit conditions, waste that in Contractor's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Contractor or City to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe Collection, Processing, Recycling, treatment, and Disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.
- R. FEE. "Fee" means the inclusive Fee schedule attached to this Agreement as Exhibit "D," which provides the Fees to be paid to Grantee by City in consideration of the Solid Waste Handling services provided by Grantee hereunder. The Fees in Exhibit D include a Franchise Fee equal to 21.0%. Rates charged Customers by City may be higher than Fees paid Grantee in order to cover appropriate City costs.
- S. FOOD SCRAPS. "Food Scraps" means all discarded food such as fruits, vegetables, beans, pasta, and other materials accepted at the designated organics processing facility.
- T. FRANCHISE AGREEMENT. "Franchise Agreement" means the Agreement entered into between the City and the Grantee which authorizes/requires the Grantee to provide Solid Waste Handling services in a specified Franchise Area.
- U. FRANCHISE FEE. "Franchise Fee" means a defined portion of revenue from rates retained by City as compensation to City for the exclusive right assigned to Grantee to provide Solid Waste Handling services within the Franchise area.
- V. GRANTEE. "Grantee" means Mid-Valley Disposal, LLC, a California Limited Liability Company.
- W. GREEN WASTE. "Green Waste" means discarded Solid Waste consisting of grass clippings, leaves, branches, tree trunks and other vegetative matter not more than six (6) inches in diameter or four (4) feet in length.

- X. GROSS RECEIPTS.
- (1) "Gross Receipts" means all monies received by Grantee for providing the Solid Waste Handling services specified in its Franchise Agreement.
  - (2) "Gross Receipts Less Disposal Charges" means Gross Receipts less that part of the monies received by the Grantee that are collected from Customers for payment of the fee imposed for disposing of the Solid Waste at a Solid Waste Facility.
- Y. HAZARDOUS WASTE. "Hazardous Waste" means any waste material or mixture of waste which is toxic, corrosive, flammable, an irritant, a strong sensitizer, or which generates pressure through decomposition, heat or other means, if such waste or mixture of waste may cause substantial personal injury, serious illness or harm to humans, domestic animals or wildlife during or as a proximate result of any disposal of such waste or mixture of wastes as defined in Article 2, Chapter 6.5, Section 25117 of the California Health and Safety Code and Title 22 of California Code of Regulations, Section 66261.3. The terms "toxic," "corrosive," "flammable," "irritant," and "strong sensitizer" shall be given the same meaning as in the California Hazardous Substances Act (Chapter 12, commencing with Section 28740.1, Division 21 of the California Health and Safety Code).
- Z. MANAGER. "Manager" means the City Manager of the City of Lindsay, or designee of City Manager.
- AA. MATERIALS RECOVERY FACILITY. "Materials recovery facility" or "MRF" is a facility designed to remove recyclables and other valuable materials from the waste stream collected through a residential, commercial or industrial Solid Waste Handling program that is approved to operate by the appropriate state and local agencies.
- BB. MULTI-JURISDICTION LOAD REPORT. "Multi-Jurisdiction Load Report" means a report which sets out the amount, and place of collection, of Solid Waste delivered to the City Solid Waste Disposal System.
- CC. ORGANIC MATERIAL. "Organic Material" means Green Waste and Food Waste which are specifically accepted at an organics processing facility. No Discarded Material shall be considered to be Organic Materials, however, unless it is separated from Solid Waste and Recyclable Material.
- DD. PERSON. "Person" includes, without limitation, individuals, associations, clubs, societies, firms, partnerships, joint ventures, sole proprietorships, corporations, limited liability companies, schools, colleges and all governmental agencies and entities.
- EE. PROCESSING. "Processing" means the reduction, separation, recovery, conversion or recycling of Solid Waste.
- FF. PROHIBITED CONTAINER CONTAMINANTS. "Prohibited Container Contaminants" means (i) items placed in the Blue Container that are not identified as acceptable Recyclable Materials; (ii) items placed in the Green Container that are not identified as acceptable organic waste; (iii) items placed in the Gray Container that are

acceptable to be placed in City's Green Container and/or Blue Container ; and (iv) Excluded Waste placed in any Container.

GG. RATES. "Rate" or "Rates" means rates charged by City of Lindsay or by Grantee, as applicable, to Customers for Solid Waste Handling Services provided.

HH. RECYCLABLE MATERIALS. "Recyclable Materials" means discarded Solid Waste which may be sorted, cleansed, treated, processed, and/or reconstituted, and which is segregated for the purpose of reuse or recycling, including, but not limited to, separated paper, glass, cardboard, plastic, ferrous materials or aluminum.

II. RESIDUAL SOLID WASTE. "Residual Solid Waste" means the solid waste destined for disposal, transformation, further transfer/processing as defined in section 17402(a)(30) or (31) of the California Code of Regulations Title 14, Article 6, which remains after processing has taken place.

JJ. SB 1383. "SB 1383" means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

KK. SECURITY. "Security" means a corporate surety bond, a letter of credit or other security device acceptable to City, as provided in Section 9–F.

LL. SOLID WASTE. Except as provided in sub-subsections (1), (2), (3) and (4), "Solid Waste" means all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances (subject to salvage and other special handling requirements under applicable law and regulation), dewatered, treated, or chemically fixed sewage sludge which is not Hazardous Waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes, including Recyclable Materials and Green Waste.

(1) "Solid Waste" does not include Hazardous Waste and does not include low-level radioactive waste regulated under Chapter 7.6 (commencing with Section 25800) of Division 20 of the California Health and Safety Code.

(2) "Solid Waste" does not include medical waste (except treated medical waste) which is regulated pursuant to the Medical Waste Management Act (Chapter 6.1 (commencing with Section 25015) of Division 20 of the California Health and Safety Code).

(3) Solid Waste does not include petroleum or a petroleum product or fraction thereof at reasonably detectable levels, asbestos and, with respect to a particular Solid Waste Facility, any waste or material which a regulatory agency, the Facility's solid waste facility permit or City policy, does not allow to be accepted for transfer, Processing, composting, transformation or disposal at that Facility.

- (4) Solid Waste does not include items which would be Recyclable Materials but for the fact that they are personally separated from other Solid Waste by the generator thereof and are donated or sold to third parties. For purposes of this section, no donation or sale shall be deemed to have occurred in any instance where a generator directly or indirectly pays the third party any sum (including without limit as a consulting fee, container rental or other fees or tangible consideration) either: (i) in lieu of being directly charged for collecting, transporting, processing or recycling such item; or (ii) to offset the payment to the generator for the purported sale of such item to the third party. Nor shall the receipt of a discount of, or reduction in, the disposal service rate on un-segregated Solid Waste containing such an item be deemed to be the donation or sale of such an item to a third party.

MM. SOLID WASTE FACILITY. "Solid Waste Facility" means any facility that is designed to manage any type of Solid Waste and includes transfer, Processing, composting, transformation and disposal facilities.

NN. SOLID WASTE FACILITY FEE. "Solid Waste Facility Fee" means the fee charged for use of a Solid Waste Facility.

OO. SOLID WASTE HANDLING. "Solid Waste Handling" means one or more of the following: the collection of Solid Waste from a commercial, residential, construction or industrial source; the transportation of such Solid Waste to a Solid Waste Facility; and the transfer, Processing, composting, transformation or disposal of such Solid Waste at the Solid Waste Facility.

PP. SPECIAL WASTES. "Special Wastes" means all the items and materials which are designated as such in a Franchise Agreement.

QQ. TRANSFORMATION. "Transformation" as used in this Agreement shall have the same meaning as set forth in Public Resources Code Section 40201, as it may be amended from time to time.

**EXHIBIT "D" - FEES**



# EXHIBIT D

## MID-VALLEY DISPOSAL FEE SCHEDULE - CITY OF LINDSAY

July 1, 2021  
Monthly Cost

|  |           |
|--|-----------|
| RESIDENTIAL - AUTOMATED SERVICE 1 X WEEK | \$25.83   |
| RESIDENTIAL - EXTRA GREY 96 GAL          | \$8.67    |
| RESIDENTIAL - EXTRA GREEN 96 GAL         | \$5.21    |
| RESIDENTIAL - EXTRA BLUE 96 GAL          | \$7.60    |
| <br>                                     |           |
| COMMERCIAL - AUTOMATED                   | \$25.67   |
| COMMERCIAL - 1 YD 1 X WEEK               | \$68.82   |
| COMMERCIAL - 2 YD 1 X WEEK               | \$100.31  |
| COMMERCIAL - 2 YD 2 X WEEK               | \$157.12  |
| COMMERCIAL - 2 YD 3 X WEEK               | \$220.32  |
| COMMERCIAL - 3 YD 1 X WEEK               | \$122.51  |
| COMMERCIAL - 3 YD 2 X WEEK               | \$203.63  |
| COMMERCIAL - 3 YD 3 X WEEK               | \$299.40  |
| COMMERCIAL - 4 YD 1 X WEEK               | \$159.14  |
| COMMERCIAL - 4 YD 2 X WEEK               | \$257.73  |
| COMMERCIAL - 4 YD 3 X WEEK               | \$387.67  |
| COMMERCIAL- 6 YD 1 X WEEK                | \$199.16  |
| COMMERCIAL- 6 YD 2 X WEEK                | \$387.97  |
| COMMERCIAL- 6 YD 3 X WEEK                | \$577.25  |
| <br>                                     |           |
| COMMERCIAL RECYCLE- 96 GALLON            | \$7.35    |
| COMMERCIAL RECYCLE - 1 YD 1 X WEEK       | \$35.76   |
| COMMERCIAL RECYCLE - 2 YD 1 X WEEK       | \$52.11   |
| COMMERCIAL RECYCLE - 2 YD 2 X WEEK       | \$96.49   |
| COMMERCIAL RECYCLE - 3 YD 1 X WEEK       | \$72.33   |
| COMMERCIAL RECYCLE - 3 YD 2 X WEEK       | \$121.39  |
| COMMERCIAL RECYCLE - 4 YD 1 X WEEK       | \$100.30  |
| COMMERCIAL RECYCLE - 4 YD 2 X WEEK       | \$184.22  |
| COMMERCIAL RECYCLE - 6 YD 1 X WEEK       | \$145.04  |
| COMMERCIAL RECYCLE - 6 YD 2 X WEEK       | \$252.31  |
| <br>                                     |           |
| COMMERCIAL ORGANICS- 96 GALLON 1 X WEEK  | \$20.13   |
| COMMERCIAL ORGANICS- 96 GALLON 2 X WEEK  | \$35.38   |
| COMMERCIAL ORGANICS - 1.5 YD 1 X WEEK    | \$79.30   |
| COMMERCIAL ORGANICS - 1.5 YD 2 X WEEK    | \$143.96  |
| <br>                                     |           |
| Enclosure Access                         | \$20.00   |
| Locking Lid                              | \$25.00   |
| Push/Pull                                | \$20.00   |
| Extra Pick Up per Cubic Yard             |           |
| MSW                                      | \$37.67   |
| REC                                      | \$20.72   |
| ORG                                      | \$36.13   |
| <br>                                     |           |
| ROLL OFF SERVICE                         |           |
| Hauling and Exchange per Box             | \$242.70  |
| Delivery Fee per Box                     | \$41.42   |
| Tonnage Fee per Ton                      | as billed |



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

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**NUMBER** 21-17

**TITLE** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY DECLARING ITS INTENTION TO INCREASE SOLID WASTE REFUSE RATES, AND SETTING THE TIME, DATE, AND LOCATION OF PUBLIC HEARING

**MEETING** At a regularly scheduled meeting of the City of Lindsay City Council held on May 25, 2021 at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

**WHEREAS**, the City of Lindsay (the “City”) has previously established fees and charges for refuse service, as may be revised from time to time in the manner provided by law; and

**WHEREAS**, the City Council of the City of Lindsay has by entered into a franchise agreement with Mid-Valley Disposal, LLC to provide refuse services to the City; and

**WHEREAS**, the rates for the refuse services are set out in the franchise agreement with Mid-Valley Disposal, LLC; and

**WHEREAS**, the franchise agreement with Mid-Valley Disposal, LLC requires that the City initiate the procedure for increasing the rates for providing refuse services;

**WHEREAS**, the current refuse rates set by Mid-Valley Disposal, LLC, do not generate sufficient revenue to fund the cost of service; and

**WHEREAS**, refuse rate increases are subject to the notice, protest and hearing requirements established under Proposition 218.

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

SECTION 1. The City Council hereby initiates proceedings to adopt the proposed refuse rate increases requested by Mid-Valley Disposal, LLC.

SECTION 2. The City Council hereby fixes the 27 day of July, 2021 at 6:00 P.M. at the Lindsay City Hall, 251 E. Honolulu St., Lindsay, California, 93247, as the date, time, and place for a public hearing on the proposed refuse rate increases.

SECTION 3. The City Clerk of the City Council is hereby instructed to provide notice of the proposed rate increase in conformity with Proposition 218 and Proposition 218 Omnibus Implementation Act, California Government Code sections 53750 et seq.



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

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- SECTION 4. At the public hearing, the City Council shall consider all objections or protests, if any, to the proposed refuse rate increase, and any person shall be permitted to present written or oral testimony. Although oral comments at the public hearing will not qualify as a formal protest, the City Council welcomes community input during the public hearing.
- SECTION 5. At the conclusion of the public hearing, all protests submitted and not withdrawn will be tabulated.
- SECTION 6. A majority protest exists if protests are submitted in opposition to the proposed rate increase by a majority of the property owners.
- SECTION 7. If there is a majority protest against the proposed rate increase, the City Council shall not adopt the rate increase.
- SECTION 8. This resolution shall take effect immediately upon its adoption.



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

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

|               |              |
|---------------|--------------|
| MEETING DATE  | May 25, 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



## STAFF REPORT

TO: Lindsay City Council  
FROM: Joseph M. Tanner, City Manger  
DEPARTMENT: City Manager  
ITEM NO.: 11.2  
MEETING DATE: May 25, 2021

### **ACTION & RECOMMENDATION**

Consider Awarding Cannabis RFP to Elevate Lindsay for a Commercial Cannabis Business Dispensary.

### **BACKGROUND | ANALYSIS**

As directed by City Council, City staff has been engaged in the process of issuing an RFP for a Commercial Cannabis Business Dispensary over the last several months. The application period officially closed on March 12, 2021. The City received a total of three (3) proposals in response the RFP. City staff then directed efforts to the process of reviewing and considering a recommendation to Council for the selection of a second cannabis retail storefront in the City.

These proposals were carefully reviewed and independently ranked by a committee comprised of two councilmembers and three members of staff (the City Manager, City Clerk, and Finance Manager). Proposals were evaluated on the following criteria categories for a total of 140 points possible:

- (1) Business Plan Summary and Budget
- (2) Site Location and Development Proposal
- (3) Proof of Capitalization
- (4) Management Team
- (5) Proof of Existing Successful Retail Cannabis Dispensary Operation
- (6) Summary of Security Practices
- (7) Community Benefits

Based on the responses submitted in Phase II, the City advanced all three applicants to Phase III of the RFP process. Zoom interviews were conducted on April 30, 2021. Interviews were conducted in a fair and consistent manner; all applicants were given the opportunity to answer questions based on the categories stipulated above.



## STAFF REPORT

### Scored Results

| <b>Applicants</b>          | <b>Evaluator<br/>1</b> | <b>Evaluator<br/>2</b> | <b>Evaluator<br/>3</b> | <b>Evaluator<br/>4</b> | <b>Evaluator<br/>5</b> | <b>Compiled<br/>Average<br/>Score</b> |
|----------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|---------------------------------------|
| <b>Element 7</b>           | 126                    | 106                    | 75                     | 67                     | 112                    | <b>97.2</b>                           |
| <b>Elevate<br/>Lindsay</b> | 139                    | 112                    | 85                     | 67                     | 129                    | <b>106.4</b>                          |
| <b>Wheelhouse</b>          | 120                    | 109                    | 70                     | 59                     | 122                    | <b>96</b>                             |

Staff recommends to City Council the selection of the top-ranked applicant Elevate Lindsay for a Commercial Cannabis Business Dispensary. Upon awarding the RFP, next steps include applications for a Regulatory Permit and Conditional Use Permit as required per the City of Lindsay Municipal Code.

Due to size constraints, copies of the submitted proposals are not included in the agenda packet. However, they are available to view in the Office of the City Clerk by appointment.

### **FISCAL IMPACT**

There is no fiscal impact to this item.

### **ATTACHMENTS**

- Sample Scoring Matrix for Cannabis Dispensary RFP
- Sample Interview Questionnaire



|  |          |          |          |          |          |          |
|--|----------|----------|----------|----------|----------|----------|
| Discussed experience of the management team  |          |          |          |          |          |          |
| Provided information about special business or professional qualifications or licenses of the management team that would add to the number or quality of services the dispensary |          |          |          |          |          |          |
| <b>COLUMN TOTAL</b>  | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> |
| <b>SECTION SCORE: COLUMN TOTALS</b>  | <b>0</b> |          |          |          |          |          |

**SECTION 5: PROOF OF EXISTING SUCCESSFUL RETAIL CANNABIS DISPENSARY OPERATION WEIGHT: 20**

|       |          |  |             |                    |               |               |                    |                            |
|-------|----------|--|-------------|--------------------|---------------|---------------|--------------------|----------------------------|
| Score | <b>0</b> |  | No Response | Very Poor Response | Poor Response | Good Response | Excellent Response | Exceptional, Comprehensive |
|       |          | <i>Scoring Values:</i>   | 0           | 1                  | 2             | 3             | 4                  | 5                          |
|       |          | Demonstrated ability to develop a successful, sustainable, harmonious operation  |             |                    |               |               |                    |                            |
|       |          | Demonstrated proof of operating an existing, successful retail cannabis dispensary operation for a period of one year or more  |             |                    |               |               |                    |                            |
|       |          | Demonstrated proof of maintaining a harmonious relationship for one year or more with the government entity holding jurisdictional authority over the existing cannabis dispensary |             |                    |               |               |                    |                            |
|       |          | Provided supporting tax documentation  |             |                    |               |               |                    |                            |
|       |          | <b>COLUMN TOTAL</b>  | <b>0</b>    | <b>0</b>           | <b>0</b>      | <b>0</b>      | <b>0</b>           | <b>0</b>                   |
|       |          | <b>SECTION SCORE: COLUMN TOTALS</b>  | <b>0</b>    |                    |               |               |                    |                            |

**SECTION 6: SUMMARY OF SECURITY PRACTICES WEIGHT: 20**

|       |          |  |             |                    |               |               |                    |                            |
|-------|----------|--|-------------|--------------------|---------------|---------------|--------------------|----------------------------|
| Score | <b>0</b> |  | No Response | Very Poor Response | Poor Response | Good Response | Excellent Response | Exceptional, Comprehensive |
|       |          | <i>Scoring Values:</i>   | 0           | 1                  | 2             | 3             | 4                  | 5                          |
|       |          | Described security policies including ingress and egress access, perimeter security, product security at all hours, product tracking, security systems and verification of the status of recommending physicians |             |                    |               |               |                    |                            |
|       |          | Described employee-specific policies and training  |             |                    |               |               |                    |                            |
|       |          | Discussed transactional security, visitor security, third-party contractor security and delivery security  |             |                    |               |               |                    |                            |
|       |          | Described financial security   |             |                    |               |               |                    |                            |
|       |          | <b>COLUMN TOTAL</b>  | <b>0</b>    | <b>0</b>           | <b>0</b>      | <b>0</b>      | <b>0</b>           | <b>0</b>                   |
|       |          | <b>SECTION SCORE: COLUMN TOTALS</b>  | <b>0</b>    |                    |               |               |                    |                            |

**SECTION 7: COMMUNITY BENEFITS WEIGHT: 20**

|       |          |   |             |                    |               |               |                    |                            |
|-------|----------|---|-------------|--------------------|---------------|---------------|--------------------|----------------------------|
| Score | <b>0</b> |   | No Response | Very Poor Response | Poor Response | Good Response | Excellent Response | Exceptional, Comprehensive |
|       |          | <i>Scoring Values:</i>  | 0           | 1                  | 2             | 3             | 4                  | 5                          |
|       |          | Discussed plans to provide community benefits and mitigate any nuisance and/or negative impacts from the dispensary's existence |             |                    |               |               |                    |                            |
|       |          | Quantified the community benefit with a level of financial commitment along with performance timelines                          |             |                    |               |               |                    |                            |
|       |          | Described specific plans relative to benefits such as improvements  |             |                    |               |               |                    |                            |
|       |          | Described contributions to local substance abuse activities   |             |                    |               |               |                    |                            |
|       |          | <b>COLUMN TOTAL</b>   | <b>0</b>    | <b>0</b>           | <b>0</b>      | <b>0</b>      | <b>0</b>           | <b>0</b>                   |
|       |          | <b>SECTION SCORE: COLUMN TOTALS</b>   | <b>0</b>    |                    |               |               |                    |                            |





## City of Lindsay Cannabis RFP

### Interview Questions

#### Applicant Name

1. Can you please describe your overall business model and how you would apply it to the City of Lindsay specifically?

Please rate response:

|                              |                         |                         |                              |                                |
|------------------------------|-------------------------|-------------------------|------------------------------|--------------------------------|
| <b>1</b><br><b>Very Poor</b> | <b>2</b><br><b>Poor</b> | <b>3</b><br><b>Good</b> | <b>4</b><br><b>Very Good</b> | <b>5</b><br><b>Exceptional</b> |
|------------------------------|-------------------------|-------------------------|------------------------------|--------------------------------|

Additional comments:

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2. Can you please describe your management structure?

Please rate response:

|                              |                         |                         |                              |                                |
|------------------------------|-------------------------|-------------------------|------------------------------|--------------------------------|
| <b>1</b><br><b>Very Poor</b> | <b>2</b><br><b>Poor</b> | <b>3</b><br><b>Good</b> | <b>4</b><br><b>Very Good</b> | <b>5</b><br><b>Exceptional</b> |
|------------------------------|-------------------------|-------------------------|------------------------------|--------------------------------|

Additional comments:

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3. Is there a designated “community engagement officer” or another similar position tasked with engaging with and responding to community needs? And if so, is this person a hired employee or a third-party representative, such as a contractor?

Please rate response:

|                              |                         |                         |                              |                                |
|------------------------------|-------------------------|-------------------------|------------------------------|--------------------------------|
| <b>1</b><br><b>Very Poor</b> | <b>2</b><br><b>Poor</b> | <b>3</b><br><b>Good</b> | <b>4</b><br><b>Very Good</b> | <b>5</b><br><b>Exceptional</b> |
|------------------------------|-------------------------|-------------------------|------------------------------|--------------------------------|

Additional comments:

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4. Can you explicitly outline the community benefits your dispensary would bring to Lindsay and how you plan on effectively engaging with the community? Please provide specific examples.

Please rate response:

|                              |                         |                         |                              |                                |
|------------------------------|-------------------------|-------------------------|------------------------------|--------------------------------|
| <b>1</b><br><b>Very Poor</b> | <b>2</b><br><b>Poor</b> | <b>3</b><br><b>Good</b> | <b>4</b><br><b>Very Good</b> | <b>5</b><br><b>Exceptional</b> |
|------------------------------|-------------------------|-------------------------|------------------------------|--------------------------------|

Additional comments:

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5. **Your application listed a percentage of gross revenue that would be directed to community projects and outreach. Can you please clarify what the total commitment all -in would be? Is it a fixed amount, a percentage of gross revenues, or a combination of both?**

Please rate response:

|                       |                  |                  |                       |                         |
|-----------------------|------------------|------------------|-----------------------|-------------------------|
| <b>1</b><br>Very Poor | <b>2</b><br>Poor | <b>3</b><br>Good | <b>4</b><br>Very Good | <b>5</b><br>Exceptional |
|-----------------------|------------------|------------------|-----------------------|-------------------------|

Additional comments:

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6. **Can you please clarify whether you plan now or in the future to have any sort of ancillary services or businesses, cannabis related or not? For example, lounges, coffee shops, etc.**

Please rate response:

|                       |                  |                  |                       |                         |
|-----------------------|------------------|------------------|-----------------------|-------------------------|
| <b>1</b><br>Very Poor | <b>2</b><br>Poor | <b>3</b><br>Good | <b>4</b><br>Very Good | <b>5</b><br>Exceptional |
|-----------------------|------------------|------------------|-----------------------|-------------------------|

Additional comments:

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7. Can you please describe your overall security plan and operations? If possible, please use past examples of how you have effectively responded to public safety issues and lessons learned.

Please rate response:

|                              |                         |                         |                              |                                |
|------------------------------|-------------------------|-------------------------|------------------------------|--------------------------------|
| <b>1</b><br><b>Very Poor</b> | <b>2</b><br><b>Poor</b> | <b>3</b><br><b>Good</b> | <b>4</b><br><b>Very Good</b> | <b>5</b><br><b>Exceptional</b> |
|------------------------------|-------------------------|-------------------------|------------------------------|--------------------------------|

Additional comments:

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8. Assuming that your application is approved, what is your timeline for site development for the dispensary and any ancillary businesses?

Please rate response:

|                              |                         |                         |                              |                                |
|------------------------------|-------------------------|-------------------------|------------------------------|--------------------------------|
| <b>1</b><br><b>Very Poor</b> | <b>2</b><br><b>Poor</b> | <b>3</b><br><b>Good</b> | <b>4</b><br><b>Very Good</b> | <b>5</b><br><b>Exceptional</b> |
|------------------------------|-------------------------|-------------------------|------------------------------|--------------------------------|

Additional comments:

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9. Do you have a procedure in place for ensuring that quarterly sales tax deposits are made in a timely manner? Please include method of payment in your response.

Please rate response:

|                              |                         |                         |                              |                                |
|------------------------------|-------------------------|-------------------------|------------------------------|--------------------------------|
| <b>1</b><br><b>Very Poor</b> | <b>2</b><br><b>Poor</b> | <b>3</b><br><b>Good</b> | <b>4</b><br><b>Very Good</b> | <b>5</b><br><b>Exceptional</b> |
|------------------------------|-------------------------|-------------------------|------------------------------|--------------------------------|

Additional comments:

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10. What do you envision some of the future issues and challenges to be for a cannabis retailer in Lindsay?

Please rate response:

|                              |                         |                         |                              |                                |
|------------------------------|-------------------------|-------------------------|------------------------------|--------------------------------|
| <b>1</b><br><b>Very Poor</b> | <b>2</b><br><b>Poor</b> | <b>3</b><br><b>Good</b> | <b>4</b><br><b>Very Good</b> | <b>5</b><br><b>Exceptional</b> |
|------------------------------|-------------------------|-------------------------|------------------------------|--------------------------------|

Additional comments:

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11. Are you, or any member of your management team, currently facing pending litigation?

Please rate response:

|                              |                         |                         |                              |                                |
|------------------------------|-------------------------|-------------------------|------------------------------|--------------------------------|
| <b>1</b><br><b>Very Poor</b> | <b>2</b><br><b>Poor</b> | <b>3</b><br><b>Good</b> | <b>4</b><br><b>Very Good</b> | <b>5</b><br><b>Exceptional</b> |
|------------------------------|-------------------------|-------------------------|------------------------------|--------------------------------|

Additional comments:

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## STAFF REPORT

TO: Lindsay City Council  
FROM: Michael Camarena, Director of City Services and Planning  
DEPARTMENT: City Services and Planning  
ITEM NO.: 13.1  
MEETING DATE: May 25, 2021

### **ACTION & RECOMMENDATION**

Residential Development Overview and Update.

### **BACKGROUND | ANALYSIS**

City staff has been in communication with several developers for many months regarding residential developments, both new and old. Staff wishes to present Council with a status overview and update of the 6 projects and the activity of each project to date.

The six projects to be presented include:

1. Lindsay Oaks Subdivision
2. Mission Estates Subdivision
3. Mission Estates Multi Family Development
4. Park Estates Subdivision
5. Low Downtown Mixed-Use Project
6. “Corp Yard” Subdivision Development

### **FISCAL IMPACT**

Fiscal impact for each project will generate revenues in each application or submittal phase of the projects. As these are all privately developed projects, staff cannot guarantee revenues at any time other than when an application with associated fees are submitted.

Staff has committed time to meeting with developers to review proposals and provide necessary development information to assure projects submitted meet zoning, building and development standards.

### **ATTACHMENTS**

- None included.



## STAFF REPORT

TO: Lindsay City Council  
FROM: Juana Espinoza, Director of Finance  
DEPARTMENT: Finance  
ITEM NO.: 13.2  
MEETING DATE: May 25, 2021

### **ACTION & RECOMMENDATION**

Fiscal Year 2021-2022 Budget and Five-Year Capital Outlay and Improvement Plan (CIP) Overview and Update.

### **BACKGROUND | ANALYSIS**

The purpose of the annual budget is to balance City revenues with community priorities and municipal requirements. The budget represents the City's annual financing and spending plan and it sets out the framework by which resources can be allocated to meet the needs of Lindsay residents.

The documents attached provide a snapshot of the financial health and community priorities of the City of Lindsay. These documents have been designed to deliver information clearly and concisely to City leadership, residents, and the general public.

It is the goal of the City of Lindsay to adopt a balanced budget that provides the resources necessary to maintain service to the Lindsay community. Staff is recommending the addition of critical staffing positions and resources that will enable the City to sustain and grow the quantity and quality of services provided to the community, and that will help ensure compliance to standard municipal practices and procedures.

The General Operating Fund is the primary operating fund of the City and includes several roll-up funds including Public Safety, City Services, and Parks, among others. General fund revenues for property tax, sales tax, and Measure O are expected to remain stable. The City continues to pursue business retention initiatives and new economic development opportunities for housing and commerce that will create future employment opportunities for Lindsay residents and generate additional general fund revenues for the City.

The City remains focused on meeting community servicing goals, meeting debt service demands, and rebuilding infrastructure while continuing to pursue cost containment measures, as appropriate.

The Water Enterprise Fund presents a challenge as revenues do not sufficiently cover operating expenses. This leaves no provisions for unplanned maintenance and other necessary capital work to keep the water system running safely and efficiently. City staff continues to aggressively pursue grants opportunities; nevertheless, grant funding is not a sustainable long-term strategy.



## **STAFF REPORT**

To achieve the aim of making this budget document useful and dependable, City staff have organized it into two general sections. The first is current and next fiscal year projected revenues and expenditures and the second is a detailed Five-Year Capital Outlay and Improvement Plan.

These documents reflect what staff can reasonably predict with the help of our consultants and what we think is the most fiscally responsible approach to funding operations and capital investments to best serve the Lindsay community. Staff will continue to monitor the City's financial position and provide regular updates to Council and the Lindsay community.

### **FISCAL IMPACT**

None at this time.

### **ATTACHMENTS**

- FY 2020-2021 – Projected
- FY 2021-2022 – Proposed May 25, 2021
- Five-Year CIP – Proposed May 25, 2021



**SUMMARY OF NET CHANGE**

|   | BUDGET           | PROJECTED        | PROPOSED         | YEAR OVER YEAR |
|---|------------------|------------------|------------------|----------------|
|   | FY2021           | FY 2021          | FY 2022          | VARIANCE       |
| <b>101-GENERAL FUND</b>                         |                  |                  |                  |                |
| INFLOW  | 5,265,200        | 6,275,050        | 8,525,700        | 62%            |
| OUTFLOW   | 5,381,600        | 5,193,700        | 7,399,700        | 38%            |
| <b>TOTAL GENERAL FUND OPERATIONS</b>            | <b>(116,400)</b> | <b>1,081,350</b> | <b>1,126,000</b> |                |
| <b>101-GENERAL FUND   TRANSFERS</b>             |                  |                  |                  |                |
| TRANSFERS IN                                    | 349,400          | 349,400          | 489,500          |                |
| TRANSFERS OUT                                   | 540,000          | 540,000          | 1,480,000        |                |
| <b>101-GENERAL FUND   SUMMARY OF NET CHANGE</b> |                  |                  |                  |                |
| <b>TOTAL SUMMARY OF NET CHANGE</b>              | <b>(307,000)</b> | <b>890,750</b>   | <b>135,500</b>   |                |

**101-GENERAL FUND | INFLOW | GENERAL FUND**

| CLASSIFICATION                                      | FY2021           | PROJECTED        | PROPOSED         | YEAR OVER YEAR |
|---|------------------|------------------|------------------|----------------|
|   | BUDGET           | FY 2021          | FY 2022          | VARIANCE       |
| <i>TAXES &amp; FEES</i>                             |                  |                  |                  |                |
| PROPERTY TAX  | 1,538,100        | 1,443,800        | 1,709,100        | 11%            |
| SALES TAX - MEASURE O                               | 944,000          | 1,337,000        | 1,316,700        | 39%            |
| SALES TAX - BRADLEY BURNS                           | 979,000          | 1,221,000        | 1,279,400        | 31%            |
| UTILITY USERS TAX                                   | 931,500          | 940,000          | 1,050,000        | 13%            |
| CANNABIS RETAIL                                     | 175,000          | 300,000          | 300,000          | 71%            |
| FRANCHISE FEES                                      | 108,000          | 108,000          | 120,000          | 11%            |
| SALES TAX - PROP 172                                | 53,000           | 60,400           | 68,100           | 28%            |
| TRANSIENT OCCUPANCY TAX                             | 33,100           | 51,000           | 50,000           | 51%            |
| <i>SUB-TOTAL</i>                                    | <i>4,761,700</i> | <i>5,461,200</i> | <i>5,893,300</i> | <i>24%</i>     |
| <i>LICENSES &amp; PERMITS</i>                       |                  |                  |                  |                |
| BUILDING PERMITS                                    | 95,000           | 120,000          | 110,000          | 16%            |
| BUSINESS LICENSES                                   | 59,400           | 45,000           | 59,400           | 0%             |
| PLANNING/ZONING FEES                                | 40,000           | 40,000           | 39,200           | -2%            |
| <i>SUB-TOTAL</i>                                    | <i>194,400</i>   | <i>205,000</i>   | <i>208,600</i>   | <i>7%</i>      |
| <i>OTHER REVENUE &amp; MONEY &amp; PROPERTY USE</i> |                  |                  |                  |                |
| MISCELLANEOUS                                       | 39,800           | 35,000           | 37,900           | -5%            |
| FACILITY USE/RENTAL                                 | 5,500            | 3,000            | 5,500            | 0%             |
| LEASE/RENT RECEIPTS                                 | -                | -                | -                | -              |
| SALE OF REAL PROPERTY                               | -                | -                | -                | -              |
| INTEREST & PENALTIES                                | 1,500            | 1,500            | 1,500            | 0%             |
| INTEREST  | 600              | 2,200            | 600              | 0%             |
| RENT REVENUE  | 1,800            | -                | -                | -100%          |
| MARKET CONTRACT                                     | -                | 5,250            | 15,800           | -              |
| <i>SUB-TOTAL</i>                                    | <i>49,200</i>    | <i>46,950</i>    | <i>61,300</i>    | <i>25%</i>     |
| <i>INTERGOVERNMENTAL</i>                            |                  |                  |                  |                |
| (SLESF) COPS  | 130,500          | 107,300          | 100,000          | -23%           |
| PUBLIC SAFETY SRO                                   | 96,800           | 96,800           | 107,000          | 11%            |
| GRANTS  | 4,000            | 3,600            | 168,500          | 4113%          |
| STATE SUBVENTION                                    | 1,500            | 1,500            | 1,500            | 0%             |
| <i>SUB-TOTAL</i>                                    | <i>232,800</i>   | <i>209,200</i>   | <i>377,000</i>   | <i>62%</i>     |
| <i>OTHER SOURCES &amp; USES</i>                     |                  |                  |                  |                |
| AMERICAN RESCUE PLAN                                | -                | -                | 1,985,500        | -              |
| REBATES/REFUNDS/REIMBURSEMENTS                      | 27,100           | 351,000          | -                | -100%          |
| DONATIONS   | -                | 1,700            | -                | -              |
| <i>SUB-TOTAL</i>                                    | <i>27,100</i>    | <i>352,700</i>   | <i>1,985,500</i> | <i>7227%</i>   |
| <b>TOTAL INFLOW   GENERAL FUND</b>                  | <b>5,265,200</b> | <b>6,275,050</b> | <b>8,525,700</b> | <b>62%</b>     |

**SUMMARY OF NET CHANGE**

**101-GENERAL FUND | OUTFLOW | CITY ATTORNEY**

| CLASSIFICATION                       | FY2021<br>BUDGET | PROJECTED<br>FY 2021 | PROPOSED<br>FY 2022 | YEAR OVER YEAR<br>VARIANCE |
|--------------------------------------|------------------|----------------------|---------------------|----------------------------|
| PROFESSIONAL/CONTRACT SRV            | 40,500           | 77,500               | 50,500              | 25%                        |
| <b>TOTAL OUTFLOW   CITY ATTORNEY</b> | <b>40,500</b>    | <b>77,500</b>        | <b>50,500</b>       | <b>25%</b>                 |

**101-GENERAL FUND | OUTFLOW | CITY COUNCIL**

| CLASSIFICATION                      | FY2021<br>BUDGET | PROJECTED<br>FY 2021 | PROPOSED<br>FY 2022 | YEAR OVER YEAR<br>VARIANCE |
|-------------------------------------|------------------|----------------------|---------------------|----------------------------|
| CONTINGENCIES                       | -                | -                    | 25,000              | -                          |
| DUES/SUBSCRIPTIONS                  | 6,100            | 6,300                | 6,100               | 0%                         |
| TRAINING/TRAVEL/MEETINGS            | -                | -                    | 5,000               | -                          |
| STIPEND                             | 3,300            | 3,300                | 3,300               | 0%                         |
| SUPPLIES/EQUIPMENT                  | 1,000            | 3,000                | 1,500               | 50%                        |
| MISCELLANEOUS                       | 600              | 600                  | 600                 | 0%                         |
| <b>TOTAL OUTFLOW   CITY COUNCIL</b> | <b>11,000</b>    | <b>13,200</b>        | <b>41,500</b>       | <b>277%</b>                |

**101-GENERAL FUND | OUTFLOW | CITY MANAGER / HUMAN RESOURCES**

| CLASSIFICATION                      | FY2021<br>BUDGET | PROJECTED<br>FY 2021 | PROPOSED<br>FY 2022 | YEAR OVER YEAR<br>VARIANCE |
|-------------------------------------|------------------|----------------------|---------------------|----------------------------|
| WAGES/BENEFITS/INSURANCES           | 75,400           | 118,100              | 109,500             | 45%                        |
| PERS UNFUNDED LIABILITY             | 15,800           | 15,800               | 18,400              | 16%                        |
| CITY CONTINGENCIES                  | -                | -                    | 25,000              | -                          |
| DUES/SUBSCRIPTIONS                  | 1,800            | 5,000                | 8,000               | 344%                       |
| TRAINING/TRAVEL/MEETINGS            | 2,000            | 200                  | 4,000               | 100%                       |
| COMMUNICATIONS                      | 2,300            | 6,500                | 6,500               | 183%                       |
| MATLS/SUP/REPAIRS/MAINT             | 2,100            | 6,000                | 6,000               | 186%                       |
| SUPPLIES/EQUIPMENT                  | 1,300            | 5,600                | 9,100               | 600%                       |
| VEHICLE FUEL/MAINTENANCE            | -                | -                    | -                   | -                          |
| <b>TOTAL OUTFLOW   CITY MANAGER</b> | <b>100,700</b>   | <b>157,200</b>       | <b>186,500</b>      | <b>85%</b>                 |

**101-GENERAL FUND | OUTFLOW | FINANCE**

| CLASSIFICATION                 | FY2021<br>BUDGET | PROJECTED<br>FY 2021 | PROPOSED<br>FY 2022 | YEAR OVER YEAR<br>VARIANCE |
|--------------------------------|------------------|----------------------|---------------------|----------------------------|
| WAGES/BENEFITS/INSURANCES      | 59,900           | 157,800              | 116,400             | 94%                        |
| PERS UNFUNDED LIABILITY        | 42,900           | 42,900               | 49,700              | 16%                        |
| PROFESSIONAL/CONTRACT SRV      | 29,900           | 78,000               | 69,900              | 134%                       |
| OTHER SERVICES/CHARGES         | 18,000           | 18,000               | 18,000              | 0%                         |
| MATLS/SUP/REPAIRS/MAINT        | 16,500           | 10,000               | 16,500              | 0%                         |
| SUPPLIES/EQUIPMENT             | 3,600            | 5,000                | 8,200               | 128%                       |
| COMMUNICATIONS                 | 7,500            | 7,500                | 7,500               | 0%                         |
| TRAINING/TRAVEL/MEETINGS       | 4,400            | 500                  | 4,400               | 0%                         |
| DUES/SUBSCRIPTIONS             | 1,800            | 1,800                | 2,000               | 11%                        |
| ADV/PRINT/COPY/SHIPPING        | 400              | 100                  | -                   | -100%                      |
| <b>TOTAL OUTFLOW   FINANCE</b> | <b>184,900</b>   | <b>321,600</b>       | <b>292,600</b>      | <b>58%</b>                 |

**101-GENERAL FUND | OUTFLOW | NON-DEPARTMENTAL**

| CLASSIFICATION                          | FY2021<br>BUDGET | PROJECTED<br>FY 2021 | PROPOSED<br>FY 2022 | YEAR OVER YEAR<br>VARIANCE |
|---|------------------|----------------------|---------------------|----------------------------|
| WAGES/BENEFITS/INSURANCES               | 24,700           | 24,700               | 15,000              | -39%                       |
| LIABILITY INSURANCE                     | 88,800           | 140,300              | 122,200             | 38%                        |
| OPEB EXPENSE                            | 41,800           | 41,800               | 46,000              | 10%                        |
| OTHER SERVICES/CHARGES                  | 37,400           | 37,400               | 32,900              | -12%                       |
| PROFESSIONAL/CONTRACT SRV               | 6,900            | 9,000                | 33,000              | 378%                       |
| DUES/SUBSCRIPTIONS                      | 500              | 3,000                | 12,000              | 2300%                      |
| MISCELLANEOUS                           | 3,500            | -                    | -                   | -100%                      |
| <b>TOTAL OUTFLOW   NON-DEPARTMENTAL</b> | <b>203,600</b>   | <b>256,200</b>       | <b>261,100</b>      | <b>28%</b>                 |

**SUMMARY OF NET CHANGE**

**101-GENERAL FUND | OUTFLOW | PUBLIC SAFETY**

| <b>CLASSIFICATION</b>                | <b>FY2021<br/>BUDGET</b> | <b>PROJECTED<br/>FY 2021</b> | <b>PROPOSED<br/>FY 2022</b> | <b>YEAR OVER YEAR<br/>VARIANCE</b> |
|--------------------------------------|--------------------------|------------------------------|-----------------------------|------------------------------------|
| WAGES/BENEFITS/INSURANCES            | 2,141,800                | 1,900,000                    | 2,230,100                   | 4%                                 |
| PERS UNFUNDED LIABILITY              | 273,000                  | 273,000                      | 330,400                     | 21%                                |
| LIABILITY INSURANCE                  | 133,600                  | 133,600                      | 183,900                     | 38%                                |
| SCHOOL RESOURCE OFFICER              | 96,800                   | 96,800                       | 96,800                      | 0%                                 |
| DEBT SERVICE (FIRE TRUCK)            | 91,100                   | 91,100                       | 91,100                      | 0%                                 |
| FIREFIGHTER GEAR/EQUP                | 99,300                   | 80,000                       | -                           | -100%                              |
| PROFESSIONAL/CONTRACT SRV            | 80,700                   | 80,700                       | 130,700                     | 62%                                |
| VEHICLE FUEL/MAINTENANCE             | 69,700                   | 69,700                       | 69,700                      | 0%                                 |
| MISCELLANEOUS                        | 31,900                   | 14,000                       | 13,400                      | -58%                               |
| DUES/SUBSCRIPTIONS                   | 19,000                   | 15,000                       | 19,000                      | 0%                                 |
| MATLS/SUP/REPAIRS/MAINT              | 18,900                   | 18,900                       | 18,900                      | 0%                                 |
| SUPPLIES/EQUIPMENT                   | 18,300                   | 18,300                       | 19,700                      | 8%                                 |
| TRAINING/TRAVEL/MEETINGS             | 15,000                   | 7,000                        | 15,000                      | 0%                                 |
| UTILITIES                            | 13,100                   | 13,100                       | 13,300                      | 2%                                 |
| COMMUNICATIONS                       | 12,500                   | 18,500                       | 18,500                      | 48%                                |
| OTHER SERVICES/CHARGES               | 11,000                   | 11,000                       | 11,000                      | 0%                                 |
| (SLESF) COPS                         | 9,000                    | -                            | -                           | -100%                              |
| ASSET FORFEITURE                     | 3,300                    | -                            | -                           | -100%                              |
| NEW VEHICLE/EQUIPMENT                | 3,200                    | 3,200                        | 3,200                       | 0%                                 |
| ADV/PRINT/COPY/SHIPPING              | 1,600                    | 1,800                        | 1,600                       | 0%                                 |
| <b>TOTAL OUTFLOW   PUBLIC SAFETY</b> | <b>3,142,800</b>         | <b>2,845,700</b>             | <b>3,266,300</b>            | <b>4%</b>                          |

**305 - COVID-19 EMERGENCY FUND | OUTFLOW | COVID-19 EMERGENCY FUND**

| <b>CLASSIFICATION</b>                          | <b>FY2021<br/>BUDGET</b> | <b>PROJECTED<br/>FY 2021</b> | <b>PROPOSED<br/>FY 2022</b> | <b>YEAR OVER YEAR<br/>VARIANCE</b> |
|--|--------------------------|------------------------------|-----------------------------|------------------------------------|
| WAGES/BENEFITS/INSURANCES                      | 68,500                   | 4,300                        | -                           | -100%                              |
| SUPPLIES/EQUIPMENT                             | 37,100                   | 15,400                       | -                           | -100%                              |
| PROFESSIONAL/CONTRACT SRV                      | -                        | 36,300                       | -                           | -                                  |
| <b>TOTAL OUTFLOW   COVID-19 EMERGENCY FUND</b> | <b>105,600</b>           | <b>56,000</b>                | <b>-</b>                    | <b>-100%</b>                       |

**305-4305 COVID-19 ADMIN SALARY | OUTFLOW | COVID-19 ADMIN SALARY**

| <b>CLASSIFICATION</b>                        | <b>BUDGET</b> | <b>FY 2021</b> | <b>FY 2022</b> | <b>VARIANCE</b> |
|--|---------------|----------------|----------------|-----------------|
| WAGES/BENEFITS/INSURANCES                    | 72,100        | 56,400         | -              | -100%           |
| <b>TOTAL OUTFLOW   COVID-19 ADMIN SALARY</b> | <b>72,100</b> | <b>56,400</b>  | <b>-</b>       | <b>-100%</b>    |

**SUMMARY OF NET CHANGE**

**101-GENERAL FUND | OUTFLOW | CITY SERVICES**

| CLASSIFICATION                       | FY2021         | PROJECTED      | PROPOSED       | YEAR OVER YEAR |
|--------------------------------------|----------------|----------------|----------------|----------------|
|                                      | BUDGET         | FY 2021        | FY 2022        | VARIANCE       |
| WAGES/BENEFITS/INSURANCES            | 223,700        | 351,900        | 227,800        | 2%             |
| PERS UNFUNDED LIABILITY              | 89,400         | 89,400         | 103,600        | 16%            |
| PROFESSIONAL/CONTRACT SRV            | 50,000         | 50,000         | 110,000        | 120%           |
| MATLS/SUP/REPAIRS/MAINT              | 28,200         | 20,000         | 28,200         | 0%             |
| SUPPLIES/EQUIPMENT                   | 19,900         | 19,100         | 19,900         | 0%             |
| UTILITIES                            | 17,700         | 18,800         | 18,800         | 6%             |
| LIABILITY INSURANCE                  | 7,800          | 7,800          | 10,700         | 37%            |
| VEHICLE FUEL/MAINTENANCE             | 10,200         | 3,000          | 10,200         | 0%             |
| OTHER SERVICES/CHARGES               | 10,000         | 5,000          | 10,000         | 0%             |
| COMMUNICATIONS                       | 8,400          | 8,400          | 8,400          | 0%             |
| MISCELLANEOUS                        | 7,000          | -              | 4,000          | -43%           |
| DUES/SUBSCRIPTIONS                   | 3,000          | 1,000          | 3,000          | 0%             |
| TRAINING/TRAVEL/MEETINGS             | 1,300          | 1,000          | 1,000          | -23%           |
| ADV/PRINT/COPY/SHIPPING              | 400            | 400            | 400            | 0%             |
| <b>TOTAL OUTFLOW   CITY SERVICES</b> | <b>477,000</b> | <b>575,800</b> | <b>556,000</b> | <b>17%</b>     |

**101-GENERAL FUND | OUTFLOW | COM DEV**

| CLASSIFICATION                 | FY2021         | PROJECTED     | PROPOSED       | YEAR OVER YEAR |
|--------------------------------|----------------|---------------|----------------|----------------|
|                                | BUDGET         | FY 2021       | FY 2022        | VARIANCE       |
| WAGES/BENEFITS/INSURANCES      | 44,200         | 11,100        | 113,200        | 156%           |
| PERS UNFUNDED LIABILITY        | 13,300         | 13,300        | 15,500         | 17%            |
| PROFESSIONAL/CONTRACT SRV      | 78,500         | 35,000        | 26,200         | -67%           |
| DUES/SUBSCRIPTIONS             | 9,700          | 9,700         | 9,700          | 0%             |
| ADV/PRINT/COPY/SHIPPING        | 2,900          | 7,400         | 2,900          | 0%             |
| MATLS/SUP/REPAIRS/MAINT        | 100            | -             | -              | -100%          |
| OTHER SERVICES/CHARGES         | 5,000          | 5,000         | 5,000          | 0%             |
| MISCELLANEOUS                  | -              | -             | -              | -              |
| <b>TOTAL OUTFLOW   COM DEV</b> | <b>153,700</b> | <b>81,500</b> | <b>172,500</b> | <b>12%</b>     |

**101-GENERAL FUND | OUTFLOW | PARKS**

| CLASSIFICATION               | FY2021         | PROJECTED      | PROPOSED       | YEAR OVER YEAR |
|------------------------------|----------------|----------------|----------------|----------------|
|                              | BUDGET         | FY 2021        | FY 2022        | VARIANCE       |
| WAGES/BENEFITS/INSURANCES    | 137,100        | 69,800         | 90,100         | -34%           |
| PERS UNFUNDED LIABILITY      | 19,000         | 19,000         | 22,000         | 16%            |
| PROFESSIONAL/CONTRACT SRV    | 3,800          | 3,800          | 28,800         | 658%           |
| SUPPLIES/EQUIPMENT           | 26,500         | 26,500         | 26,500         | 0%             |
| UTILITIES                    | 12,000         | 12,000         | 12,000         | 0%             |
| MATLS/SUP/REPAIRS/MAINT      | 11,200         | 5,000          | 11,200         | 0%             |
| VEHICLE FUEL/MAINTENANCE     | 10,200         | 10,200         | 10,200         | 0%             |
| CONSTRUCTION/LANDSCAPE       | 6,500          | 6,500          | 6,500          | 0%             |
| MISCELLANEOUS                | 500            | 500            | 500            | 0%             |
| COMMUNICATIONS               | 300            | 500            | 500            | 67%            |
| TRAINING/TRAVEL/MEETINGS     | -              | -              | -              | -              |
| TRANSFERS OUT                | -              | -              | -              | -              |
| <b>TOTAL OUTFLOW   PARKS</b> | <b>227,100</b> | <b>153,800</b> | <b>208,300</b> | <b>-8%</b>     |

## SUMMARY OF NET CHANGE

### 101-GENERAL FUND | OUTFLOW | STREETS

| CLASSIFICATION                 | FY2021         | PROJECTED      | PROPOSED       | YEAR OVER YEAR |
|--------------------------------|----------------|----------------|----------------|----------------|
|                                | BUDGET         | FY 2021        | FY 2022        | VARIANCE       |
| WAGES/BENEFITS/INSURANCES      | 212,200        | 166,200        | 221,500        | 4%             |
| PERS UNFUNDED LIABILITY        | 5,100          | 28,200         | 6,000          | 18%            |
| DEBT SERVICES - PRINCIPAL      | 52,400         | 52,400         | 52,400         | 0%             |
| DEBT SERVICES - INTEREST       | 4,800          | 4,800          | 4,800          | 0%             |
| SUPPLIES/EQUIPMENT             | 15,600         | 14,800         | 15,600         | 0%             |
| VEHICLE FUEL/MAINTENANCE       | 9,900          | 9,000          | 9,900          | 0%             |
| PROFESSIONAL/CONTRACT SRV      | 5,000          | 5,000          | 5,000          | 0%             |
| DUES/SUBSCRIPTIONS             | 2,000          | 2,000          | 2,000          | 0%             |
| UTILITIES                      | 900            | 900            | 900            | -              |
| MISCELLANEOUS                  | 500            | 500            | 500            | 0%             |
| MATLS/SUP/REPAIRS/MAINT        | 400            | 400            | 400            | 0%             |
| COMMUNICATIONS                 | 400            | 500            | 500            | 25%            |
| TRAINING/TRAVEL/MEETINGS       | -              | -              | -              | -              |
| OTHER SERVICES/CHARGES         | -              | -              | -              | -              |
| <b>TOTAL OUTFLOW   STREETS</b> | <b>309,200</b> | <b>284,700</b> | <b>319,500</b> | <b>3%</b>      |

**SUMMARY OF NET CHANGE**

**101-GENERAL FUND | OUTFLOW | HCD 2020 AGREEMENT**

| CLASSIFICATION                            | FY2021<br>BUDGET | PROJECTED<br>FY 2021 | PROPOSED<br>FY 2022 | YEAR OVER YEAR<br>VARIANCE |
|---|------------------|----------------------|---------------------|----------------------------|
| DEBT SERVICES - PRINCIPAL                 | 99,400           | 10,000               | 89,400              | -10%                       |
| DEBT SERVICES - INTEREST                  | -                | -                    | -                   | -                          |
| <b>TOTAL OUTFLOW   HCD 2020 AGREEMENT</b> | <b>99,400</b>    | <b>10,000</b>        | <b>89,400</b>       | <b>-10%</b>                |

**101-GENERAL FUND | OUTFLOW | LFA 2012 REV BOND-MCD**

| CLASSIFICATION                                 | FY2021<br>BUDGET | PROJECTED<br>FY 2021 | PROPOSED<br>FY 2022 | YEAR OVER YEAR<br>VARIANCE |
|--|------------------|----------------------|---------------------|----------------------------|
| DEBT SERVICES - PRINCIPAL                      | 130,000          | 130,000              | 140,000             | 8%                         |
| DEBT SERVICES - INTEREST                       | 62,600           | 62,600               | 62,600              | 0%                         |
| <b>TOTAL OUTFLOW   LFA 2012 REVNU BOND-MCD</b> | <b>192,600</b>   | <b>192,600</b>       | <b>202,600</b>      | <b>5%</b>                  |

**101-GENERAL FUND | OUTFLOW | LIBRARY LANDSCAPE DEBT**

| CLASSIFICATION                                | FY2021<br>BUDGET | PROJECTED<br>FY 2021 | PROPOSED<br>FY 2022 | YEAR OVER YEAR<br>VARIANCE |
|---|------------------|----------------------|---------------------|----------------------------|
| DEBT SERVICES - PRINCIPAL                     | 20,700           | 20,700               | 21,500              | 4%                         |
| DEBT SERVICES - INTEREST                      | 16,200           | 16,200               | 15,400              | -5%                        |
| <b>TOTAL OUTFLOW   LIBRARY LANDSCAPE DEBT</b> | <b>36,900</b>    | <b>36,900</b>        | <b>36,900</b>       | <b>0%</b>                  |

**101-GENERAL FUND | CAPITAL OUTLAY | PARKS**

| CLASSIFICATION | FY2021<br>BUDGET | PROJECTED<br>FY 2021 | PROPOSED<br>FY 2022 | YEAR OVER YEAR<br>VARIANCE |
|----------------|------------------|----------------------|---------------------|----------------------------|
| CAPTIAL OUTLAY | 4,500            | 4,500                | 395,000             |                            |

**101-GENERAL FUND | CAPITAL OUTLAY | PUBLIC SAFETY**

| CLASSIFICATION | FY2021<br>BUDGET | PROJECTED<br>FY 2021 | PROPOSED<br>FY 2022 | YEAR OVER YEAR<br>VARIANCE |
|----------------|------------------|----------------------|---------------------|----------------------------|
| CAPTIAL OUTLAY | -                | 37,700               | 484,000             |                            |

**101-GENERAL FUND | CAPITAL OUTLAY | CITYWIDE**

| CLASSIFICATION | FY2021<br>BUDGET | PROJECTED<br>FY 2021 | PROPOSED<br>FY 2022 | YEAR OVER YEAR<br>VARIANCE |
|----------------|------------------|----------------------|---------------------|----------------------------|
| CAPTIAL OUTLAY | 20,000           | 32,400               | 837,000             |                            |

**SUMMARY OF NET CHANGE**

|  | BUDGET           | PROJECTED        | PROPOSED         | YEAR OVER YEAR |
|--|------------------|------------------|------------------|----------------|
|  | FY2021           | FY 2021          | FY 2022          | VARIANCE       |
| <b>400-WELLNESS CENTER</b>                           |                  |                  |                  |                |
| INFLOW   | 492,800          | 556,200          | 717,300          | 46%            |
| OUTFLOW  | 800,300          | 907,700          | 1,239,700        | 55%            |
| <b>TOTAL WELLNESS CENTER</b>                         | <b>(307,500)</b> | <b>(351,500)</b> | <b>(522,400)</b> |                |
| <b>400-WELLNESS CENTER   TRANSFERS</b>               |                  |                  |                  |                |
| TRANSFERS IN   | 300,000          | 300,000          | 500,000          |                |
| TRANSFERS OUT  | -                | -                | -                |                |
| <b>400-WELLNESS CENTER   SUMMARY OF NET CHANGE</b>   |                  |                  |                  |                |
| <b>TOTAL WELLNESS CENTER   SUMMARY OF NET CHANGE</b> | <b>(7,500)</b>   | <b>(51,500)</b>  | <b>(22,400)</b>  |                |

**400-WELLNESS CENTER | INFLOW | WELLNESS CENTER**

| CLASSIFICATION                        | BUDGET         | PROJECTED      | PROPOSED       | YEAR OVER YEAR |
|---------------------------------------|----------------|----------------|----------------|----------------|
|                                       | FY2021         | FY 2021        | FY 2022        | VARIANCE       |
| LINDSAY HOSPITAL DISTRICT             | 285,000        | 285,000        | 463,600        | 63%            |
| COMMERCIAL LEASE RECEIPTS             | 100,000        | 148,400        | 138,300        | 38%            |
| FACILITY USE/RENTAL                   | 17,000         | 64,800         | 45,000         | 165%           |
| MEMBERSHIP FEES                       | 55,000         | 34,600         | 34,600         | -37%           |
| LUSD CONTRIBUTIONS                    | 22,500         | 22,500         | 22,500         | 0%             |
| FACILITY USE/RENTAL/CLASSES           | 10,000         | (2,000)        | 10,000         | 0%             |
| LESSONS/PROGRAMS/CLASSES              | 3,000          | 2,500          | 3,000          | 0%             |
| CONCESSIONS                           | 300            | 300            | 300            | 0%             |
| INTEREST                              | -              | 100            | -              | -              |
| REBATES/REFUNDS/REIMBURSEMENTS        | -              | -              | -              | -              |
| MISCELLANEOUS                         | -              | -              | -              | -              |
| <b>TOTAL INFLOW   WELLNESS CENTER</b> | <b>492,800</b> | <b>556,200</b> | <b>717,300</b> | <b>46%</b>     |

**400-WELLNESS CENTER | OUTFLOW | WELLNESS CENTER**

| CLASSIFICATION                         | BUDGET         | PROJECTED      | PROPOSED         | YEAR OVER YEAR |
|--|----------------|----------------|------------------|----------------|
|  | FY2021         | FY 2021        | FY 2022          | VARIANCE       |
| WAGES/BENEFITS/INSURANCES              | 172,200        | 254,000        | 368,800          | 114%           |
| PERS UNFUNDED LIABILITY                | 33,300         | 33,300         | 38,700           | 16%            |
| LINDSAY HOSPITAL DISTRICT              | 159,700        | 152,800        | 153,700          | -4%            |
| LIABILITY INSURANCE                    | 100,600        | 100,600        | 138,400          | 38%            |
| DEBT SERVICES - INTEREST               | 83,200         | 83,200         | 81,100           | -3%            |
| DEBT SERVICES - PRINCIPAL              | 49,000         | 49,000         | 51,100           | 4%             |
| UTILITIES                              | 75,000         | 117,900        | 118,000          | 57%            |
| FACILITY USE/RENTAL/CLASSES            | 43,200         | 43,000         | 43,200           | 0%             |
| POOL CHEMICALS                         | 33,600         | 30,000         | 33,600           | 0%             |
| PROFESSIONAL/CONTRACT SRV              | 12,500         | 600            | 2,300            | -82%           |
| COMMUNICATIONS                         | 9,000          | 9,000          | 9,000            | 0%             |
| SUPPLIES/EQUIPMENT                     | 6,000          | 10,000         | 9,300            | 55%            |
| MATLS/SUP/REPAIRS/MAINT                | 4,000          | 4,000          | 4,000            | 0%             |
| OTHER SERVICES/CHARGES                 | 4,000          | 4,000          | 4,000            | 0%             |
| PERMITS/FEES                           | 3,000          | 3,000          | 3,000            | 0%             |
| FURNITURE/EQUIPMENT                    | 1,500          | 1,500          | 1,500            | 0%             |
| VEHICLE FUEL/MAINTENANCE               | 500            | 500            | 500              | 0%             |
| DUES/SUBSCRIPTIONS                     | -              | 100            | 300              | -              |
| TRAINING/TRAVEL/MEETINGS               | -              | 100            | -                | -              |
| ADV/PRINT/COPY/SHIPPING                | -              | 1,100          | 1,500            | -              |
| <b>TOTAL OUTFLOW   WELLNESS CENTER</b> | <b>790,300</b> | <b>897,700</b> | <b>1,062,000</b> | <b>34%</b>     |

**400-WELLNESS CENTER | OUTFLOW | WELLNESS CENTER**

| CLASSIFICATION                    | BUDGET | PROJECTED | PROPOSED | YEAR OVER YEAR |
|-----------------------------------|--------|-----------|----------|----------------|
|                                   | FY2021 | FY 2021   | FY 2022  | VARIANCE       |
| CAPITAL OUTLAY - LHD CONTRIBUTION | 10,000 | 10,000    | 177,700  |                |

**SUMMARY OF NET CHANGE**

|                    | BUDGET           | PROJECTED       | PROPOSED         | YEAR OVER YEAR |
|--------------------|------------------|-----------------|------------------|----------------|
|                    | FY2021           | FY 2021         | FY 2022          | VARIANCE       |
| <b>552-WATER</b>   |                  |                 |                  |                |
| INFLOW             | 1,597,000        | 1,481,700       | 1,370,000        | -14%           |
| OUTFLOW            | 2,525,700        | 1,570,600       | 2,292,600        | -9%            |
| <b>TOTAL WATER</b> | <b>(928,700)</b> | <b>(88,900)</b> | <b>(922,600)</b> |                |

|                              |   |   |         |  |
|------------------------------|---|---|---------|--|
| <b>552-WATER   TRANSFERS</b> |   |   |         |  |
| TRANSFERS IN                 | - | - | 880,000 |  |
| TRANSFERS OUT                | - | - | -       |  |

|  |                  |                 |                 |  |
|--|------------------|-----------------|-----------------|--|
| <b>552-WATER   SUMMARY OF NET CHANGE</b>   |                  |                 |                 |  |
| <b>TOTAL WATER   SUMMARY OF NET CHANGE</b> | <b>(928,700)</b> | <b>(88,900)</b> | <b>(42,600)</b> |  |

|                                   | BUDGET           | PROJECTED        | PROPOSED         | YEAR OVER YEAR |
|-----------------------------------|------------------|------------------|------------------|----------------|
|                                   | FY2021           | FY 2021          | FY 2022          | VARIANCE       |
| <b>552-WATER   INFLOW   WATER</b> |                  |                  |                  |                |
| <b>CLASSIFICATION</b>             |                  |                  |                  |                |
| USER CHARGES                      | 1,368,500        | 1,344,900        | 1,277,500        | -7%            |
| GRANTS                            | -                | 10,600           | 70,000           | -              |
| SALE SURPLUS WATER                | 25,000           | 102,300          | -                | -100%          |
| FEES/PENALTIES                    | 12,300           | 10,000           | 12,300           | 0%             |
| MISCELLANEOUS                     | 10,000           | 4,000            | 10,000           | 0%             |
| REBATES/REFUNDS/REIMBURSEMENTS    | 181,000          | 9,900            | -                | -100%          |
| INTEREST                          | 200              | -                | 200              | 0%             |
| <b>TOTAL INFLOW   WATER</b>       | <b>1,597,000</b> | <b>1,481,700</b> | <b>1,370,000</b> | <b>-14%</b>    |

|                                    | BUDGET           | PROJECTED        | PROPOSED         | YEAR OVER YEAR |
|------------------------------------|------------------|------------------|------------------|----------------|
|                                    | FY2021           | FY 2021          | FY 2022          | VARIANCE       |
| <b>552-WATER   OUTFLOW   WATER</b> |                  |                  |                  |                |
| <b>CLASSIFICATION</b>              |                  |                  |                  |                |
| WAGES/BENEFITS/INSURANCES          | 478,200          | 419,500          | 531,400          | 11%            |
| PERS UNFUNDED LIABILITY            | 77,700           | 77,700           | 90,100           | 16%            |
| RAW CANAL WATER                    | 200,000          | 160,000          | 160,000          | -20%           |
| UTILITIES                          | 128,000          | 176,600          | 175,000          | 37%            |
| PROFESSIONAL/CONTRACT SRV          | 152,300          | 140,000          | 152,300          | 0%             |
| MATLS/SUP/REPAIRS/MAINT            | 83,300           | 85,000           | 83,300           | 0%             |
| SUPPLIES/EQUIPMENT                 | 118,400          | 80,000           | 118,400          | 0%             |
| LIABILITY INSURANCE                | 57,600           | 57,600           | 79,200           | 38%            |
| DEBT SERVICES - PRINCIPAL          | 57,600           | 57,600           | 61,400           | 7%             |
| WATER SUPPLY TESTING               | 60,000           | 40,000           | 45,000           | -25%           |
| DEBT SERVICES - INTEREST           | 52,300           | 52,300           | 48,500           | -7%            |
| OTHER SERVICES/CHARGES             | 32,400           | 32,400           | 32,400           | 0%             |
| EMERGENCY REPAIR LINE              | 25,000           | -                | 25,000           | 0%             |
| COMMUNICATIONS                     | 15,700           | 15,700           | 15,700           | 0%             |
| DUES/SUBSCRIPTIONS                 | 9,300            | 9,400            | 9,500            | 2%             |
| VEHICLE FUEL/MAINTENANCE           | 10,000           | 8,700            | 10,000           | 0%             |
| PERMITS/FEES                       | 7,000            | 23,200           | 500              | -93%           |
| TRAINING/TRAVEL/MEETINGS           | 900              | 900              | 900              | 0%             |
| MISCELLANEOUS                      | -                | -                | -                | -              |
| <b>TOTAL OUTFLOW   WATER</b>       | <b>1,565,700</b> | <b>1,436,600</b> | <b>1,638,600</b> | <b>5%</b>      |

|                                    | BUDGET  | PROJECTED | PROPOSED | YEAR OVER YEAR |
|------------------------------------|---------|-----------|----------|----------------|
|                                    | FY2021  | FY 2021   | FY 2022  | VARIANCE       |
| <b>552-WATER   OUTFLOW   WATER</b> |         |           |          |                |
| <b>CLASSIFICATION</b>              |         |           |          |                |
| CAPITAL OUTLAY                     | 960,000 | 134,000   | 654,000  | -32%           |



**SUMMARY OF NET CHANGE**

|                    | BUDGET           | PROJECTED     | PROPOSED      | YEAR OVER YEAR |
|--------------------|------------------|---------------|---------------|----------------|
|                    | FY2021           | FY 2021       | FY 2022       | VARIANCE       |
| <b>553-SEWER</b>   |                  |               |               |                |
| INFLOW             | 1,335,900        | 1,465,100     | 1,579,100     | 18%            |
| OUTFLOW            | 1,690,200        | 1,220,347     | 1,426,100     | -16%           |
| <b>TOTAL SEWER</b> | <b>(871,800)</b> | <b>91,853</b> | <b>53,000</b> |                |

|                              |   |   |         |  |
|------------------------------|---|---|---------|--|
| <b>553-SEWER   TRANSFERS</b> |   |   |         |  |
| TRANSFERS IN                 | - | - | 100,000 |  |
| TRANSFERS OUT                | - | - | -       |  |

|  |                  |               |                |  |
|--|------------------|---------------|----------------|--|
| <b>553-SEWER   SUMMARY OF NET CHANGE</b>   |                  |               |                |  |
| <b>TOTAL SEWER   SUMMARY OF NET CHANGE</b> | <b>(871,800)</b> | <b>91,853</b> | <b>153,000</b> |  |

|                                   | BUDGET           | PROJECTED        | PROPOSED         | YEAR OVER YEAR |
|-----------------------------------|------------------|------------------|------------------|----------------|
|                                   | FY2021           | FY 2021          | FY 2022          | VARIANCE       |
| <b>553-SEWER   INFLOW   SEWER</b> |                  |                  |                  |                |
| <b>CLASSIFICATION</b>             |                  |                  |                  |                |
| USER CHARGES                      | 1,328,600        | 1,431,800        | 1,431,800        | 8%             |
| FEES/PENALTIES                    | 6,800            | 6,800            | 6,800            | 0%             |
| REVENUE                           | -                | -                | -                | -              |
| REBATES/REFUNDS/REIMBURSEMENTS    | -                | 25,000           | 40,000           | -              |
| INTEREST                          | 500              | 1,500            | 500              | 0%             |
| TRANSFERS IN                      | -                | -                | 100,000          | -              |
| <b>TOTAL INFLOW   SEWER</b>       | <b>1,335,900</b> | <b>1,465,100</b> | <b>1,579,100</b> | <b>15%</b>     |

|                                    | BUDGET           | PROJECTED        | PROPOSED         | YEAR OVER YEAR |
|------------------------------------|------------------|------------------|------------------|----------------|
|                                    | FY2021           | FY 2021          | FY 2022          | VARIANCE       |
| <b>553-SEWER   OUTFLOW   SEWER</b> |                  |                  |                  |                |
| <b>CLASSIFICATION</b>              |                  |                  |                  |                |
| WAGES/BENEFITS/INSURANCES          | 289,500          | 245,347          | 403,400          | 39%            |
| DEBT SERVICES - PRINCIPAL          | 180,700          | 170,700          | 165,300          | -9%            |
| DEBT SERVICES - INTEREST           | 168,800          | 152,800          | 158,200          | -6%            |
| MONITORING                         | 100,000          | 50,000           | 100,000          | 0%             |
| MATLS/SUP/REPAIRS/MAINT            | 52,300           | 60,000           | 92,300           | 76%            |
| WASTE DISCHARGE PERMIT             | 80,000           | 80,000           | 80,000           | 0%             |
| LIABILITY INSURANCE                | 57,600           | 57,600           | 79,300           | 38%            |
| UTILITIES                          | 75,400           | 75,400           | 75,400           | 0%             |
| PROFESSIONAL/CONTRACT SRV          | 47,000           | 30,000           | 47,000           | 0%             |
| SUPPLIES/EQUIPMENT                 | 36,000           | 30,000           | 36,000           | 0%             |
| OTHER SERVICES/CHARGES             | 21,200           | 21,200           | 21,200           | 0%             |
| PERS UNFUNDED LIABILITY            | 15,000           | 50,000           | 17,500           | 17%            |
| COMMUNICATIONS                     | 17,700           | 17,700           | 19,000           | 7%             |
| EMERGENCY REPAIR LINE              | 15,400           | 13,800           | 15,400           | 0%             |
| VEHICLE FUEL/MAINTENANCE           | 13,200           | 10,000           | 13,200           | 0%             |
| DUES/SUBSCRIPTIONS                 | 2,000            | 2,000            | 2,000            | 0%             |
| TRAINING/TRAVEL/MEETINGS           | 900              | 900              | 900              | 0%             |
| TRANSFERS OUT                      | -                | -                | -                | -              |
| <b>TOTAL OUTFLOW   SEWER</b>       | <b>1,172,700</b> | <b>1,067,447</b> | <b>1,326,100</b> | <b>13%</b>     |

|  | BUDGET  | PROJECTED | PROPOSED | YEAR OVER YEAR |
|--|---------|-----------|----------|----------------|
|  | FY2021  | FY 2021   | FY 2022  | VARIANCE       |
| <b>553-SEWER   USES   CAPITAL OUTLAY</b> |         |           |          |                |
| <b>CLASSIFICATION</b>                    |         |           |          |                |
| CAPITAL OUTLAY                           | 517,500 | 152,900   | 100,000  | -81%           |

**SUMMARY OF NET CHANGE**

|   | BUDGET       | PROJECTED    | PROPOSED | YEAR OVER YEAR |
|---|--------------|--------------|----------|----------------|
|   | FY2021       | FY 2021      | FY 2022  | VARIANCE       |
| <b>841-CURB &amp; GUTTER   SUMMARY OF NET CHANGE</b>          |              |              |          |                |
| <b>TOTAL CURB   GUTTER   SIDEWALK   SUMMARY OF NET CHANGE</b> | <b>(800)</b> | <b>1,600</b> | <b>-</b> |                |

|  | BUDGET       | PROJECTED    | PROPOSED     | YEAR OVER YEAR |
|--|--------------|--------------|--------------|----------------|
|  | FY2021       | FY 2021      | FY 2022      | VARIANCE       |
| <b>841-CURB &amp; GUTTER   INFLOW   CURB   GUTTER   SIDEWALK</b> |              |              |              |                |
| <b>CLASSIFICATION</b>  |              |              |              |                |
| REVENUE  | 1,200        | 1,600        | 1,200        | 0%             |
| INTEREST   | -            | -            | -            | -              |
| <b>TOTAL INFLOW   CURB   GUTTER   SIDEWALK</b>                   | <b>1,200</b> | <b>1,600</b> | <b>1,200</b> | <b>0%</b>      |

|   | BUDGET       | PROJECTED | PROPOSED     | YEAR OVER YEAR |
|---|--------------|-----------|--------------|----------------|
|   | FY2021       | FY 2021   | FY 2022      | VARIANCE       |
| <b>841-CURB &amp; GUTTER   OUTFLOW   CURB   GUTTER   SIDEWALK</b> |              |           |              |                |
| <b>CLASSIFICATION</b>   |              |           |              |                |
| MISCELLANEOUS   | 2,000        | -         | 1,200        | -40%           |
| SUPPLIES/EQUIPMENT  | -            | -         | -            | -              |
| <b>TOTAL OUTFLOW   CURB   GUTTER   SIDEWALK</b>                   | <b>2,000</b> | <b>-</b>  | <b>1,200</b> | <b>-40%</b>    |

|   | BUDGET       | PROJECTED | PROPOSED     | YEAR OVER YEAR |
|---|--------------|-----------|--------------|----------------|
|   | FY2021       | FY 2021   | FY 2022      | VARIANCE       |
| <b>856-STORM DRAIN SYSTEM   SUMMARY OF NET CHANGE</b>   |              |           |              |                |
| <b>TOTAL STORM DRAIN SYSTEM   SUMMARY OF NET CHANGE</b> | <b>3,000</b> | <b>-</b>  | <b>3,000</b> |                |

|   | BUDGET       | PROJECTED | PROPOSED     | YEAR OVER YEAR |
|---|--------------|-----------|--------------|----------------|
|   | FY2021       | FY 2021   | FY 2022      | VARIANCE       |
| <b>856-STORM DRAIN SYSTEM   INFLOW   STORM DRAIN SYSTEM</b> |              |           |              |                |
| <b>CLASSIFICATION</b>                                       |              |           |              |                |
| REVENUE   | 3,000        | -         | 3,000        | 0%             |
| INTEREST  | -            | -         | -            | -              |
| TRANSFERS IN  | -            | -         | -            | -              |
| <b>TOTAL INFLOW   STORM DRAIN SYSTEM</b>                    | <b>3,000</b> | <b>-</b>  | <b>3,000</b> | <b>0%</b>      |

|  | BUDGET   | PROJECTED | PROPOSED | YEAR OVER YEAR |
|--|----------|-----------|----------|----------------|
|  | FY2021   | FY 2021   | FY 2022  | VARIANCE       |
| <b>856-STORM DRAIN SYSTEM   OUTFLOW   STORM DRAIN SYSTEM</b> |          |           |          |                |
| <b>CLASSIFICATION</b>  |          |           |          |                |
| CAPITAL OUTLAY   | -        | -         | -        | -              |
| <b>TOTAL OUTFLOW   STORM DRAIN SYSTEM</b>                    | <b>-</b> | <b>-</b>  | <b>-</b> | <b>-</b>       |

**SUMMARY OF NET CHANGE**

|                                  | BUDGET         | PROJECTED     | PROPOSED       | YEAR OVER YEAR |
|----------------------------------|----------------|---------------|----------------|----------------|
|                                  | FY2021         | FY 2021       | FY 2022        | VARIANCE       |
| <b>554-REFUSE</b>                |                |               |                |                |
| INFLOW                           | 1,003,200      | 1,089,500     | 1,109,500      | 11%            |
| OUTFLOW                          | 869,200        | 1,036,300     | 977,300        | 12%            |
| <b>TOTAL REFUSE   OPERATIONS</b> | <b>134,000</b> | <b>53,200</b> | <b>132,200</b> |                |

|                               |        |   |   |  |
|-------------------------------|--------|---|---|--|
| <b>554-REFUSE   TRANSFERS</b> |        |   |   |  |
| TRANSFERS IN                  | -      | - | - |  |
| TRANSFERS OUT                 | 50,000 | - | - |  |

|   |               |               |                |  |
|---|---------------|---------------|----------------|--|
| <b>554-REFUSE   SUMMARY OF NET CHANGE</b>   |               |               |                |  |
| <b>TOTAL REFUSE   SUMMARY OF NET CHANGE</b> | <b>84,000</b> | <b>53,200</b> | <b>132,200</b> |  |

|                                     | BUDGET           | PROJECTED        | PROPOSED         | YEAR OVER YEAR |
|-------------------------------------|------------------|------------------|------------------|----------------|
|                                     | FY2021           | FY 2021          | FY 2022          | VARIANCE       |
| <b>554-REFUSE   INFLOW   REFUSE</b> |                  |                  |                  |                |
| <b>CLASSIFICATION</b>               |                  |                  |                  |                |
| USER CHARGES                        | 1,000,000        | 1,084,600        | 1,106,300        | 11%            |
| MISCELLANEOUS                       | 2,000            | 2,900            | 2,000            | 0%             |
| FEES/PENALTIES                      | 700              | 700              | 700              | 0%             |
| INTEREST                            | 500              | 1,000            | 500              | 0%             |
| REBATES/REFUNDS/REIMBURSEMENTS      | -                | 300              | -                | -              |
| <b>TOTAL INFLOW   REFUSE</b>        | <b>1,003,200</b> | <b>1,089,500</b> | <b>1,109,500</b> | <b>11%</b>     |

|                                      | BUDGET         | PROJECTED        | PROPOSED       | YEAR OVER YEAR |
|--------------------------------------|----------------|------------------|----------------|----------------|
|                                      | FY2021         | FY 2021          | FY 2022        | VARIANCE       |
| <b>554-REFUSE   OUTFLOW   REFUSE</b> |                |                  |                |                |
| <b>CLASSIFICATION</b>                |                |                  |                |                |
| WAGES/BENEFITS/INSURANCES            | 97,400         | 52,500           | 137,300        | 41%            |
| PERS UNFUNDED LIABILITY              | 21,200         | 21,200           | 24,600         | 16%            |
| PROFESSIONAL/CONTRACT SRV            | 816,100        | 915,400          | 933,700        | 14%            |
| OTHER SERVICES/CHARGES               | 14,000         | 14,000           | 14,000         | 0%             |
| SUPPLIES/EQUIPMENT                   | 18,800         | 10,000           | 10,000         | -47%           |
| LIABILITY INSURANCE                  | 7,100          | 87,000           | 9,700          | 37%            |
| COMMUNICATIONS                       | 12,000         | 8,700            | 8,700          | -28%           |
| VEHICLE FUEL/MAINTENANCE             | 1,200          | 1,200            | 1,200          | 0%             |
| DUES/SUBSCRIPTIONS                   | -              | -                | -              | -              |
| TRAINING/TRAVEL/MEETINGS             | -              | -                | -              | -              |
| <b>TOTAL OUTFLOW   REFUSE</b>        | <b>869,200</b> | <b>1,036,300</b> | <b>977,300</b> | <b>12%</b>     |

|   | BUDGET | PROJECTED | PROPOSED | YEAR OVER YEAR |
|---|--------|-----------|----------|----------------|
|   | FY2021 | FY 2021   | FY 2022  | VARIANCE       |
| <b>554-REFUSE   USES   CAPITAL OUTLAY</b> |        |           |          |                |
| <b>CLASSIFICATION</b>                     |        |           |          |                |
| CAPITAL OUTLAY                            | -      | -         | -        | -              |

| CATEGORY   | DEPARTMENT              | FUNDING SOURCE <sup>(1)</sup>         | FUND        | FISCAL YEAR        | PROPOSED         | PROPOSED        | PROPOSED        | PROPOSED        |
|--|-------------------------|---------------------------------------|-------------|--------------------|------------------|-----------------|-----------------|-----------------|
| Software/Misc.   |                         |                                       |             | 2022               | 2023             | 2024            | 2025            | 2026            |
| Financial System Upgrade   | CITYWIDE <sup>(2)</sup> | GENERAL FUND - ARP                    | 101         | 22,000             | -                | -               | -               | -               |
| Server Upgrades and Infrastructure   | CITYWIDE                | GENERAL FUND - ARP                    | 101         | 8,000              |                  |                 |                 |                 |
| Community Development Software: Finance, Business License, Utility, Building Permitting, Code Enforcement Modules Included | CITYWIDE                |                                       |             | -                  | -                | 200,000         | -               | -               |
| <b>MISCELLANEOUS TOTAL:</b>  |                         |                                       |             | <b>30,000</b>      | <b>-</b>         | <b>200,000</b>  | <b>-</b>        | <b>-</b>        |
|  |                         |                                       |             | <b>FISCAL YEAR</b> | <b>PROPOSED</b>  | <b>PROPOSED</b> | <b>PROPOSED</b> | <b>PROPOSED</b> |
|  |                         |                                       |             | <b>2022</b>        | <b>2023</b>      | <b>2024</b>     | <b>2025</b>     | <b>2026</b>     |
| <b>BUILDINGS/FACILITIES</b>  |                         |                                       |             |                    |                  |                 |                 |                 |
| City Hall Complex - Building Improvements <sup>(3)</sup>   | CITYWIDE                | GENERAL FUND - ARP                    | 101         | 280,000            | 1,500,000        | -               | -               | -               |
| City Hall Complex - Reroof   | CITYWIDE                | GENERAL FUND - ARP                    | 101         | 185,000            | -                | -               | -               | -               |
| City Hall Complex - Electrical/Mechanical  | CITYWIDE                | GENERAL FUND - ARP                    | 101         | 350,000            | -                | -               | -               | -               |
| Bay Roll-Up Gate   | PUBLIC SAFETY           |                                       |             | -                  | 25,000           | -               | -               | -               |
| Heater   | PUBLIC SAFETY           |                                       |             | -                  | 100,000          | -               | -               | -               |
| Plumbing - City Hall Complex   | CITYWIDE                |                                       |             | -                  | 125,000          | -               | -               | -               |
| Parking Lot Improvements - Corporation Yard  | CITY SERVICES           |                                       |             | -                  | -                | 100,000         | -               | -               |
| HVAC - Corporation Yard  | CITY SERVICES           |                                       |             | -                  | -                | 100,000         | -               | -               |
| Electrical - Corporation Yard  | CITY SERVICES           |                                       |             | -                  | -                | 50,000          | -               | -               |
| Landlord Improvements  | GENERAL FUND            |                                       |             | -                  | -                | -               | -               | 200,000         |
| <b>BUILDINGS / FACILITIES TOTAL:</b>   |                         |                                       |             | <b>815,000</b>     | <b>1,750,000</b> | <b>250,000</b>  | <b>-</b>        | <b>200,000</b>  |
|  |                         |                                       |             | <b>FISCAL YEAR</b> | <b>PROPOSED</b>  | <b>PROPOSED</b> | <b>PROPOSED</b> | <b>PROPOSED</b> |
|  |                         |                                       |             | <b>2022</b>        | <b>2023</b>      | <b>2024</b>     | <b>2025</b>     | <b>2026</b>     |
| <b>CATEGORY</b>  | <b>DEPARTMENT</b>       | <b>FUNDING SOURCE</b>                 | <b>FUND</b> | <b>FISCAL YEAR</b> | <b>PROPOSED</b>  | <b>PROPOSED</b> | <b>PROPOSED</b> | <b>PROPOSED</b> |
| <b>PUBLIC SAFETY</b>   |                         |                                       |             | <b>2022</b>        | <b>2023</b>      | <b>2024</b>     | <b>2025</b>     | <b>2026</b>     |
| APX 6000 portable radios (16)  | PUBLIC SAFETY           | STATE HOMELAND SECURITY GRANT PROGRAM | 101         | 69,500             | -                | -               | -               | -               |
| APX 6500 mobile radios (15)  | PUBLIC SAFETY           | STATE HOMELAND SECURITY GRANT PROGRAM | 101         | 66,000             | -                | -               | -               | -               |
| Axon Body Cameras  | PUBLIC SAFETY           |                                       |             | -                  | 25,000           | -               | -               | -               |
| SIG P320 (32)  | PUBLIC SAFETY           |                                       |             | -                  | 16,000           | -               | -               | -               |
| Rifle Optics   | PUBLIC SAFETY           |                                       |             | -                  | 8,000            | -               | -               | -               |
| Helmets (16)   | PUBLIC SAFETY           |                                       |             | -                  | 48,000           | -               | -               | -               |
| Fire RMS System  | PUBLIC SAFETY           |                                       |             | -                  | 5,000            | -               | -               | -               |
| Cascade Unit   | PUBLIC SAFETY           |                                       |             | -                  | 50,000           | -               | -               | -               |
| Structural Firefighting Gear (16)  | PUBLIC SAFETY           |                                       |             | -                  | 40,000           | -               | -               | -               |
| Wildland Firefighting Gear (16)  | PUBLIC SAFETY           |                                       |             | -                  | 14,400           | -               | -               | -               |
| Public Safety Facility Study   | PUBLIC SAFETY           |                                       |             | -                  | 50,000           | -               | -               | -               |
| <b>PUBLIC SAFETY TOTAL:</b>  |                         |                                       |             | <b>135,500</b>     | <b>256,400</b>   | <b>-</b>        | <b>-</b>        | <b>-</b>        |
|  |                         |                                       |             | <b>FISCAL YEAR</b> | <b>PROPOSED</b>  | <b>PROPOSED</b> | <b>PROPOSED</b> | <b>PROPOSED</b> |
|  |                         |                                       |             | <b>2022</b>        | <b>2023</b>      | <b>2024</b>     | <b>2025</b>     | <b>2026</b>     |
| <b>CATEGORY</b>  | <b>DEPARTMENT</b>       | <b>FUNDING SOURCE</b>                 | <b>FUND</b> | <b>FISCAL YEAR</b> | <b>PROPOSED</b>  | <b>PROPOSED</b> | <b>PROPOSED</b> | <b>PROPOSED</b> |
| <b>PARKS</b>   |                         |                                       |             | <b>2022</b>        | <b>2023</b>      | <b>2024</b>     | <b>2025</b>     | <b>2026</b>     |
| Lindsay Sports Complex Stadium Lights (4)  | PARKS                   | GENERAL FUND - ARP                    | 101         | 150,000            | -                | -               | -               | -               |
| Lindsay Sports Complex Field Lights (18)   | PARKS                   | GENERAL FUND - ARP                    | 101         | 75,000             | -                | -               | -               | -               |
| Pickle ball/Basketball Court & Playground Covers   | PARKS                   | PER CAPITA STATE GRANT                | 471         | 170,000            |                  |                 |                 |                 |
| Olive Bowl/Kaku Park Construction  | PARKS                   | STATE PARKS GRANT                     | 460         | 3,430,000          | -                | -               | -               | -               |
| Harvard Park Improvements  | PARKS                   |                                       |             | -                  | -                | -               | -               | 500,000         |
| <b>PARKS TOTAL:</b>  |                         |                                       |             | <b>3,825,000</b>   | <b>-</b>         | <b>-</b>        | <b>-</b>        | <b>500,000</b>  |

| CATEGORY                                  | DEPARTMENT    | FUNDING SOURCE                                 | FUND    | FISCAL YEAR    | PROPOSED       | PROPOSED       | PROPOSED | PROPOSED       |
|---|---------------|--|---------|----------------|----------------|----------------|----------|----------------|
| FLEET VEHICLES/APPARATUS                  |               |  |         | 2022           | 2023           | 2024           | 2025     | 2026           |
| Police Vehicles (5 of 16)                 | PUBLIC SAFETY | GENERAL FUND - ARP                             | 101     | 315,500        | 315,000        | 378,600        | -        | -              |
| Radar Trailer (add note - reappropriated) | PUBLIC SAFETY | AB286 GRANT                                    | 101     | 33,000         | -              | -              | -        | -              |
| Flatbed 2500 Truck                        | STREETS       | STREET IMPROVEMENT FUND                        | 200     | 35,000         | -              | -              | -        | -              |
| Skip loader tractor                       | STREETS/SEWER | STREET IMPROVEMENT FUND- \$15K<br>SEWER -\$15K | 200/553 | 30,000         | -              | -              | -        | -              |
| Boom Lift (used)                          | STREETS/PARKS |  |         | -              | 35,000         | -              | -        | -              |
| Forklift                                  | CITYWIDE      |  |         | -              | 25,000         | -              | -        | -              |
| Excavator                                 | CITYWIDE      |  |         | -              | 35,000         | -              | -        | -              |
| Air compressor                            | CITYWIDE      |  |         | -              | 24,000         | -              | -        | -              |
| Landscaping Truck 2500                    | PARKS         |  |         | -              | 32,000         | -              | -        | -              |
| Enclosed lanscaping trailer               | PARKS         |  |         | -              | 18,000         | -              | -        | -              |
| Type I Fire Apparatus (Pumper)            | PUBLIC SAFETY |  |         | -              | -              | -              | -        | 525,000        |
| Fleet Vehicles (6)                        | CITY SERVICES |  |         | -              | -              | -              | -        | 150,000        |
| <b>VEHICLES TOTAL:</b>                    |               |  |         | <b>413,500</b> | <b>484,000</b> | <b>378,600</b> | <b>-</b> | <b>675,000</b> |

| CATEGORY   | DEPARTMENT | FUNDING SOURCE                                       | FUND    | FISCAL YEAR | PROPOSED | PROPOSED | PROPOSED | PROPOSED |
|--|------------|--|---------|-------------|----------|----------|----------|----------|
| STREETS/ALLEYWAYS  |            |  |         | 2022        | 2023     | 2024     | 2025     | 2026     |
| <b>PEDESTRIAN PATHWAYS/BIKEWAYS</b>                            |            |  |         |             |          |          |          |          |
| Street Seals: Ash Ave <sup>(6)</sup>                           | STREETS    | STREET IMPROVEMENT FUND                              | 200     | 23,000      | -        | -        | -        | -        |
| Street Seals: Ono City Parkway <sup>(6)</sup>                  | STREETS    | STREET IMPROVEMENT FUND                              | 200     | 30,000      | -        | -        | -        | -        |
| Street Seals: Pelous Ranch Phase II <sup>(6)</sup>             | STREETS    | STREET IMPROVEMENT FUND                              | 200     | 65,000      | -        | -        | -        | -        |
| Street Seals: Frazier St <sup>(6)</sup>                        | STREETS    | STREET IMPROVEMENT FUND                              | 200     | 21,000      | -        | -        | -        | -        |
| Street Seals: Cambridge <sup>(6)</sup>                         | STREETS    | STREET IMPROVEMENT FUND                              | 200     | 21,000      | -        | -        | -        | -        |
| Street Seals: Honolulu St <sup>(6)</sup>                       | STREETS    | STREET IMPROVEMENT FUND                              | 200     | 17,000      | -        | -        | -        | -        |
| Street Seals: Silvercrest Subdivision <sup>(6)</sup>           | STREETS    | STREET IMPROVEMENT FUND                              | 200     | 40,000      | -        | -        | -        | -        |
| Street Seals: Apia St <sup>(6)</sup>                           | STREETS    | STREET IMPROVEMENT FUND                              | 200     | 19,000      | -        | -        | -        | -        |
| Street Seals: Pleasant St <sup>(6)</sup>                       | STREETS    | STREET IMPROVEMENT FUND                              | 200     | 14,000      | -        | -        | -        | -        |
| Cape Seals: Westwood Ave <sup>(6)</sup>                        | STREETS    | STREET IMPROVEMENT FUND                              | 200     | 60,000      | -        | -        | -        | -        |
| Cape Seals: Eastwood Ave <sup>(6)</sup>                        | STREETS    | STREET IMPROVEMENT FUND                              | 200     | 70,000      | -        | -        | -        | -        |
| Cape Seals: Frazier St <sup>(6)</sup>                          | STREETS    | STREET IMPROVEMENT FUND                              | 200     | 35,000      | -        | -        | -        | -        |
| Cape Seals: Ashland Ave <sup>(6)</sup>                         | STREETS    | STREET IMPROVEMENT FUND                              | 200     | 40,000      | -        | -        | -        | -        |
| Cape Seals: Harvard Ave <sup>(6)</sup>                         | STREETS    | STREET IMPROVEMENT FUND                              | 200     | 49,000      | -        | -        | -        | -        |
| Rehabilitation: Burem Lane Renovaton <sup>(6)</sup>            | STREETS    | SB1  | 260     | 70,000      | -        | -        | -        | -        |
| Rehabilitation: Samoa - Olive to Mt. Vernon <sup>(6)</sup>     | STREETS    | STREET IMPROVEMENT FUND                              | 200     | 67,500      | -        | -        | -        | -        |
| Rehabilitation: Westwood II - Hermosa to Apia <sup>(6)</sup>   | STREETS    | STREET IMPROVEMENT FUND                              | 200     | 45,000      | -        | -        | -        | -        |
| Rehabilitation: Eastwood - Kern to Mariposa <sup>(6)</sup>     | STREETS    | STREET IMPROVEMENT FUND                              | 200     | 84,000      | -        | -        | -        | -        |
| Rehabilitation: Center - Sweet Brier to Elmwood <sup>(6)</sup> | STREETS    | STREET IMPROVEMENT FUND                              | 200     | 96,000      | -        | -        | -        | -        |
| Rehabilitation: Hermosa I-Homassel to Harvard <sup>(6)</sup>   | STREETS    | STREET IMPROVEMENT FUND                              | 200     | 285,000     | -        | -        | -        | -        |
| Pedestrian Pathways Study <sup>(6)</sup>                       | STREETS    | STREET IMPROVEMENT FUND - \$XXX<br>MEASURE R - \$XXX | 200/263 | 25,000      | -        | -        | -        | -        |
| Intersection Rehab: Foothill/Tulare <sup>(6)</sup>             | STREETS    | SB1 - \$190K<br>STREET IMPROVEMENT FUND - \$70K      | 260/200 | 210,000     | -        | -        | -        | -        |
| Street Seals: Maple Valley Subdivision                         | STREETS    | STP HWY  | 265     | 23,000      | -        | -        | -        | -        |
| Street Seals: Sequoia Ave                                      | STREETS    | STP HWY  | 265     | 34,000      | -        | -        | -        | -        |
| Street Seals: Pelous Ranch Phase I                             | STREETS    | STP HWY  | 265     | 25,000      | -        | -        | -        | -        |
| Street Seals: Elmwood Ave                                      | STREETS    | STP HWY  | 265     | 33,000      | -        | -        | -        | -        |
| Street Seals: Parkside Ave                                     | STREETS    | STP HWY  | 265     | 9,000       | -        | -        | -        | -        |
| Street Seals: Bond Way St                                      | STREETS    | STP HWY  | 265     | 22,000      | -        | -        | -        | -        |
| Street Seals: Oxford Ave                                       | STREETS    | STP HWY  | 265     | 28,000      | -        | -        | -        | -        |
| Street Seals: Alameda St                                       | STREETS    | STP HWY  | 265     | 26,000      | -        | -        | -        | -        |

|  |         |  |         |                  |                  |                |                |                |
|--|---------|--|---------|------------------|------------------|----------------|----------------|----------------|
| Street Seals: Foster St                            | STREETS | STP HWY  | 265     | 27,000           | -                | -              | -              | -              |
| Street Seals: Lindsay St                           | STREETS | STP HWY  | 265     | 30,000           | -                | -              | -              | -              |
| Street Seals: Locke Ave                            | STREETS | STP HWY  | 265     | 25,500           | -                | -              | -              | -              |
| Street Seals: Valencia St                          | STREETS | STP HWY  | 265     | 37,500           | -                | -              | -              | -              |
| Cape Seals: Samoa St                               | STREETS | GAS TAX  | 263     | 102,000          | -                | -              | -              | -              |
| Cape Seals: Sierra View St                         | STREETS | GAS TAX  | 263     | 111,000          | -                | -              | -              | -              |
| Cape Seals: Princeton Ave                          | STREETS | STP HWY  | 265     | 36,000           | -                | -              | -              | -              |
| Cape Seals: Olive/Grove/Glenwood Loop              | STREETS | STP HWY  | 265     | 57,000           | -                | -              | -              | -              |
| Cape Seals: Mariposa St                            | STREETS | STP HWY  | 265     | 100,000          | -                | -              | -              | -              |
| Cape Seals: Sycamore/Dawn                          | STREETS | STP HWY  | 265     | 38,100           | -                | -              | -              | -              |
| Cape Seals: Orangewood Ave                         | STREETS | STP HWY  | 265     | 40,000           | -                | -              | -              | -              |
| Cape Seals: Lafayette Ave                          | STREETS | STP HWY  | 265     | 40,000           | -                | -              | -              | -              |
| Cape Seals: Laurel Ave                             | STREETS | GAS TAX  | 263     | 91,000           | -                | -              | -              | -              |
| Cape Seals: Stanford Ave                           | STREETS | STP HWY  | 265     | 69,000           | -                | -              | -              | -              |
| Rehabilitation: Linda Vista Loop                   | STREETS | STREET IMPROVEMENT FUND - \$679k<br>MEASURE R - \$556K | 200/263 | 1,235,000        | -                | -              | -              | -              |
| Rehabilitation: Hermosa II-Harvard to Foothill     | STREETS | GAS TAX - \$200K<br>MEASURE R - \$290K                 | 261/263 | 490,000          | -                | -              | -              | -              |
| Hermosa/Westwood Roundabout Landscaping            |         | LOCAL TRANSPORTATION FUND                              | 266     | 200,000          | -                | -              | -              | -              |
| Whitney Extension to Mission Estates               | STREETS | STREET IMPROVEMENT FUND                                | 200     | 200,000          | -                | -              | -              | -              |
| Hwy. 65/Hermosa Gateway Planning Project           | STREETS | SUSTAINABLE COMM PLANNING GRANT                        |         |                  | 230,496          | -              | -              | -              |
| ADA Transition / Evaluation Plan                   | STREETS |  |         |                  | 55,000           | -              | -              | -              |
| Street seals                                       | STREETS |  |         |                  | -                | 300,000        | -              | -              |
| Cape seals   | STREETS |  |         |                  | -                | 500,000        | -              | -              |
| Rehabilitation                                     | STREETS |  |         |                  | -                | 500,000        | -              | -              |
| Street Improvement <sup>(5)</sup>                  | STREETS | STREET IMPROVEMENT FUND                                | 200     | -                | -                | -              | 500,000        | 500,000        |
| <b>STREETS/PEDESTRIAN PATHWAYS/BIKEWAYS TOTAL:</b> |         |  |         | <b>4,515,600</b> | <b>1,585,496</b> | <b>500,000</b> | <b>500,000</b> | <b>500,000</b> |

| CATEGORY                                       | DEPARTMENT     | FUNDING SOURCE | FUND | FISCAL YEAR    | PROPOSED         | PROPOSED | PROPOSED | PROPOSED |
|--|----------------|----------------|------|----------------|------------------|----------|----------|----------|
|  |                |                |      |                | 2023             | 2024     | 2025     | 2026     |
| <b>TRANSPORTATION (LINDSAY TRANSIT CENTER)</b> |                |                |      |                |                  |          |          |          |
| Site demolition                                | TRANSPORTATION | MEASURE R      | 263  | 250,000        | -                | -        | -        | -        |
| Transit Center Design                          | TRANSPORTATION | MEASURE R      | 263  | 250,000        | -                | -        | -        | -        |
| Lindsay Transit Center Construction            | TRANSPORTATION | MEASURE R      | 263  |                | 2,275,000        | -        | -        | -        |
| <b>TRANSPORTATION TOTAL:</b>                   |                |                |      | <b>500,000</b> | <b>2,275,000</b> | <b>-</b> | <b>-</b> | <b>-</b> |

| CATEGORY                       | DEPARTMENT      | FUNDING SOURCE            | FUND | FISCAL YEAR    | PROPOSED       | PROPOSED      | PROPOSED | PROPOSED |
|--------------------------------|-----------------|---------------------------|------|----------------|----------------|---------------|----------|----------|
|                                |                 |                           |      |                | 2023           | 2024          | 2025     | 2026     |
| <b>WELLNESS CENTER</b>         |                 |                           |      |                |                |               |          |          |
| Water heater - large pool      | WELLNESS CENTER | LINDSAY HOSPITAL DISTRICT | 400  | 50,000         | -              | -             | -        | -        |
| AC/Fan unit replacement (2)    | WELLNESS CENTER | LINDSAY HOSPITAL DISTRICT | 400  | 112,300        | -              | -             | -        | -        |
| Interior lighting retrofit     | WELLNESS CENTER | LINDSAY HOSPITAL DISTRICT | 400  | 6,600          | -              | -             | -        | -        |
| Thermostats                    | WELLNESS CENTER | LINDSAY HOSPITAL DISTRICT | 400  | 8,800          | -              | -             | -        | -        |
| AC/Fan unit replacement (2)    | WELLNESS CENTER | LINDSAY HOSPITAL DISTRICT | 400  | -              | 112,300        | -             | -        | -        |
| Variable Speed Pool Pump - VFD | WELLNESS CENTER | LINDSAY HOSPITAL DISTRICT | 400  | -              | 8,000          | -             | -        | -        |
| Replaster - large pool         | WELLNESS CENTER | LINDSAY HOSPITAL DISTRICT | 400  | -              | -              | 75,000        | -        | -        |
| <b>WELLNESS CENTER TOTAL:</b>  |                 |                           |      | <b>177,700</b> | <b>120,300</b> | <b>75,000</b> | <b>-</b> | <b>-</b> |

| CATEGORY   | DEPARTMENT | FUNDING SOURCE     | FUND | FISCAL YEAR    | PROPOSED         | PROPOSED         | PROPOSED         | PROPOSED         |
|--|------------|--------------------|------|----------------|------------------|------------------|------------------|------------------|
| WATER  |            |                    |      | 2022           | 2023             | 2024             | 2025             | 2026             |
| Urban Water Management Plan  | WATER      | GENERAL FUND - ARP | 101  | 40,000         | -                | -                | -                | 100,000          |
| Water Main Line Replacement Lafayette/Sycamore Ave                   | WATER      | GENERAL FUND - ARP | 101  | 350,000        | -                | -                | -                | -                |
| Fire Flow Study  | WATER      | GENERAL FUND - ARP | 101  | 50,000         | -                | -                | -                | -                |
| Scada Expansion  | WATER      | GENERAL FUND - ARP | 101  | 60,000         | -                | 25,000           | -                | -                |
| Well 14 & Test Well Planning Project                                 | WATER      | PROP 1 STATE GRANT | 552  | 70,000         | -                | -                | -                | -                |
| WTP Filter Bank Renovations  | WATER      |                    |      | -              | 500,000          | -                | -                | -                |
| Water Main Line Replacement  | WATER      |                    |      | -              | 250,000          | 250,000          | 250,000          | 250,000          |
| Ave 240 Water Service Project  | WATER      |                    |      | -              | 250,000          | -                | -                | -                |
| Turbidameter Replacement (WTP)                                       | WATER      |                    |      | -              | 90,000           | -                | -                | -                |
| DBP Mitigation   | WATER      |                    |      | -              | 350,000          | -                | -                | -                |
| Well 14 Filtration Project   | WATER      |                    |      | -              | -                | -                | 1,025,000        | -                |
| Landscape Irrigatin Water Well                                       | WATER      |                    |      | -              | 250,000          | -                | -                | -                |
| Water Storage Tank Renovation  | WATER      |                    |      | -              | 350,000          | -                | -                | -                |
| Fire Flow Infrastructure   | WATER      |                    |      | -              | -                | 250,000          | -                | -                |
| Canal Turnout Upgrades   | WATER      |                    |      | -              | 100,000          | 100,000          | 100,000          | 100,000          |
| Water Plant Upgrades   | WATER      |                    |      | -              | 50,000           | 50,000           | -                | -                |
| Well 11 Conversion Project Phase I                                   | WATER      |                    |      | -              | -                | -                | -                | 1,250,000        |
| Well 11 Conversion Project Phase II                                  | WATER      |                    |      | -              | -                | -                | -                | 1,725,000        |
| Well 11 Biological treatment Plant                                   | WATER      |                    |      | -              | -                | -                | -                | 2,750,000        |
| Water Conservation Projects  | WATER      |                    |      | -              | -                | 1,250,000        | -                | -                |
| Water Meters & Software Upgrade & Building Energy Efficient Projects | WATER      |                    |      | -              | 1,500,000        | 1,500,000        | -                | -                |
| Update Master Plans  | WATER      |                    |      | -              | -                | 250,000          | -                | -                |
| <b>WATER TOTAL:</b>  |            |                    |      | <b>570,000</b> | <b>3,690,000</b> | <b>3,675,000</b> | <b>1,375,000</b> | <b>6,175,000</b> |

| CATEGORY                                       | DEPARTMENT        | FUNDING SOURCE            | FUND | FISCAL YEAR    | PROPOSED         | PROPOSED       | PROPOSED       | PROPOSED       |
|--|-------------------|---------------------------|------|----------------|------------------|----------------|----------------|----------------|
| SEWER/STORM DRAINAGE                           |                   |                           |      | 2022           | 2023             | 2024           | 2025           | 2026           |
| Tertiary Treatment Study (Water Reuse Program) | SEWER/STORM DRAIN | WATER REUSE PROGRAM GRANT | 553  | 150,000        | -                | -              | -              | -              |
| WWTP - Clarifier Gate Valves (3)               | SEWER/STORM DRAIN | SEWER                     | 553  | 42,500         | -                | -              | -              | -              |
| Orange Ave/Harvard Park                        | SEWER/STORM DRAIN | GENERAL FUND - ARP        | 101  | 100,000        | -                | -              | -              | -              |
| Storm Drain Main Line Replacement              | SEWER/STORM DRAIN |                           |      | -              | -                | 155,000        | -              | 155,000        |
| Sewer Main Line Replacement                    | SEWER/STORM DRAIN | SEWER                     | 553  | 70,000         | 325,000          | 300,000        | 275,000        | 250,000        |
| WWTP - Drying Beds Renovation                  | SEWER/STORM DRAIN |                           |      | -              | 150,000          | -              | -              | -              |
| WWTP - Clarifier Repairs                       | SEWER/STORM DRAIN |                           |      | -              | 75,000           | -              | -              | -              |
| Oxidation Ditch Repairs (2)                    | SEWER/STORM DRAIN |                           |      | -              | 200,000          | -              | -              | -              |
| WWTP - Building Renovation                     | SEWER/STORM DRAIN |                           |      | -              | 150,000          | 150,000        | -              | -              |
| WWTP - Equipment Replacements                  | SEWER/STORM DRAIN |                           |      | -              | 125,000          | 125,000        | -              | -              |
| Update Master Plans                            | SEWER/STORM DRAIN |                           |      | -              | -                | 250,000        | -              | -              |
| <b>SEWER/STORM DRAIN TOTAL:</b>                |                   |                           |      | <b>362,500</b> | <b>1,025,000</b> | <b>980,000</b> | <b>275,000</b> | <b>405,000</b> |

**TOTAL CAPITAL PROJECTS BY YEAR      11,344,800      11,186,196      6,058,600      2,150,000      8,455,000**

<sup>(1)</sup> Unless otherwise stated, funding source refers to funding that is identified and available for the current fiscal year only.

<sup>(2)</sup> Citywide designation is to identify projects that will benefit both governmental and enterprise type activities.

<sup>(3)</sup> City Hall Complex references all City buildings including City Services and Public Safety Buildings

<sup>(4)</sup> Estimated future values derived from Street Improvement Program

<sup>(5)</sup> Reappropriated from prior fiscal year