



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 October 26, 2021 at 6:00 PM in person and via webinar. The webinar address for members of the public is <https://zoom.us/j/99279557087>.

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.

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. **CONSENT CALENDAR**

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

- 8.1 Waive Full Reading of All Ordinances and Authorize Reading by Title Only
- 8.2 Minutes from October 12, 2021 City Council Regular Meeting (pp. 4-7)
- 8.3 Warrant List for October 5, 2021 through October 20, 2021 (pp. 8-13)
- 8.4 Consider Minute Order Approval of **Temporary Use Permit (TUP) No. 21-06** for the 11th Annual Lindsay Rib Cook-Off on November 6, 2021 (pp. 14-16)

- 8.5 Consider Minute Order Approval of **Temporary Use Permit (TUP) No. 21-07** for Forever Young Events' Fieldhouse Climb on December 4, 2021 (pp. 17-23)
- 8.6 Proclamation in Honor of National Nurse Practitioner Week (p. 24)
- 8.7 Second Reading of **Ordinance 590**, Amending Chapter 8.34 of Title 8 of the Lindsay Municipal Code, Amending Organic Waste Recycling (pp. 25-49)
- 8.8 Consider Approval of **Resolution 21-46**, Proclaiming a Local Emergency, Ratifying the Proclamation of a State Emergency by Governor Newsom on March 4, 2020, and Authorizing Remote Teleconference Meetings of the Legislative Bodies of the City of Lindsay Pursuant to Government Code Section 54953(e)(3) (pp. 50-54)

9. PRESENTATIONS

- 9.1 2022 Regional Transportation Plan (RTP) and Sustainable Communities Strategies (SCS) Scenarios (pp. 55-72)
Presented by Ben Kimball, Deputy Executive Director of Tulare County Association of Governments (TCAG)
- 9.2 First Quarter of Fiscal Year 2021-2022 Overview and Update
Presented by Juana Espinoza, Finance Director

10. ACTION ITEMS

- 10.1 Consider Minute Order Authorization to Award Contract for the Purchase of Five (5) 2021 Ford Interceptor Utility Vehicles and One (1) 2021 Ford Transit Connect XL Cargo Van to Exeter Monarch Ford (pp. 73-104)
Presented by Lt. Nicholas Nave, Public Safety
- 10.2 Consider Minute Order Authorization to Award Contract for Bids CS21-08 and CS21-09 "2021 Street Seal & Rubberized Cape Seal Projects" Revision No. 1 to American Pavement Systems, Inc. (pp. 105-109)
Presented by Neyba Amezcua, Acting Director of City Services & Planning
- 10.3 Consider Approval of **Resolution 21-44**, Authorizing the Purchase and Sale Agreement for the Property Located at 284 East Hermosa Street, Lindsay, CA 93247 (APN: 205-261-014), and Finding that the Acquisition is Exempt from Review Under the California Environmental Quality Act (CEQA) Pursuant to Sections 15061 and 15301 of the CEQA Guidelines, Authorizing Close of Escrow (pp. 110-202)
Presented by Joseph Tanner, City Manager

10.4 Consider Minute Order Authorization of the Winter Months Extension of the Friday Night Market Contract with Jimora Enterprises from November 2021 to February 2022 and Authorize City Manager to Execute Documents Thereto (pp. 203-220)

Presented by Joseph Tanner, City Manager

11. PUBLIC HEARINGS

11.1 Consider Approval of **Resolution 21-45**, Accepting the Supplemental Law Enforcement Services Fund Citizens Option for Public Safety Grant Award and Authorizing a Total Expenditure of \$100,000 from the Fiscal Year 2021-2022 Grant Fund (pp. 221-227)

Presented by Juana Espinoza, Finance Director

12. DISCUSSION ITEMS

12.1 Consider Options for the 2022 Friday Night Market Season and Provide Direction to Staff (pp. 228-237)

Presented by Joseph Tanner, City Manager

13. EXECUTIVE (CLOSED SESSION)

13.1 Conference with Labor Negotiators Pursuant to Cal Gov. Code § 54957.6

Agency Designated Representative: Joseph M. Tanner, City of Lindsay

Employee Organization: Lindsay Public Safety Officers' Association

13.2 Conference with Labor Negotiators Pursuant to Cal Gov. Code § 54957.6

Agency Designated Representative: Joseph M. Tanner, City of Lindsay

Employee Organization: Lindsay Miscellaneous Employees Bargaining Unit

14. REQUEST FOR FUTURE ITEMS

15. ADJOURNMENT

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**LINDSAY CITY COUNCIL
REGULAR MEETING AGENDA
MINUTES**

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

Notice is hereby given that the Lindsay City Council will hold a Regular Meeting on October 12, 2021 at 6:00 PM in person and via webinar. The webinar address for members of the public is <https://zoom.us/j/99279557087>.

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1. **CALL TO ORDER**
2. **ROLL CALL**

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

**Teleconference participation*

3. **PLEDGE**

Led by Council Member SERNA.

4. **APPROVAL OF AGENDA**

Motion to Approve Agenda							
1 st	2 nd	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
CAUDILLO	SERNA	(5-0) Approved	Aye	Aye	Aye	Aye	Aye

5. **RECOGNITION ITEMS**

5.1 Proclamation in Honor of Senator Melissa Hurtado (p. 4)

5.2 Administration of Oath of Office to Public Safety Fire Lieutenant Tyler Fleischmann (p. 5)

6. **PUBLIC COMMENT**

- Laura Cortes from the Lindsay Unified School District shared her new role as community and family liaison. She shared milestones of year 5 of the federal Teacher School Leader (TSL) program. As well as progress made by the school district in Lindsay High School Development projects. She stated that her objective is to combat generational poverty in the Lindsay community,.

7. COUNCIL REPORT

- Council Member SERNA shared information about COVID-19 vaccines that are still being offered at the Wellness Center.
- Mayor Pro-Tem FLORES shared her appreciation of the Mayor and City Manager’s involvement in Senator Hurtado’s Fire Safety & Preparedness Press Conference that took place on October 07, 2021.
- Council Member CERROS participated via teleconference due to illness. He welcomed the new Fire Lieutenant, Tyler Fleischmann. He attended the Lindsay Unified School District Board Meeting and that shared that the school district is doing well and has many new projects in development.

8. CITY MANAGER REPORT

- New projects to be presented before council soon.
- COVID-19 Vaccine and Booster Shot available Saturdays at the Wellness Center.
- Open House on October 23, 2021 at the Wellness Center that will include a car seat check, service providers, class demos, and a DJ.
- New City employee Marvin Lopez Rangel started October 12, 2021 as an IT Clerk.
- The City has received an application for renovation on the South Mirage Avenue hotel property and has an upcoming meeting with new owner.
- The California State Water Resources Control Board will begin issuing grants in November – December, aimed at giving locals citizens relief in bills.
- Housing and Community Development fund disbursement is progressing slowly, they have released funds, the City is now working with the County to access the funds due to.

9. CONSENT CALENDAR

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

9.1 Minutes from September 28, 2021 City Council Regular Meeting (pp. 6-9)

9.2 Treasurer’s Report for September 2021 (p. 10)

9.3 Warrant List for September 10, 2021 through October 4, 2021 (pp. 11-17)

9.4 Consider the Renewal of **Resolution 20-12**, Declaring a Local Emergency and Request for Assistance Under the California Disaster Assistance Act (pp. 18-20)

9.5 City of Lindsay Coalition Letter to Governor Gavin Newsom, “Finish What We Started – A Call to Action to Complete State Route 99, Improve Public Safety, Invest in our Economy, and Enhance Overall Quality of Life in California” (pp. 21-23)

9.6 Consider Approval of **Resolution 21-42**, A Resolution in Support of the Water Infrastructure Funding Act of 2022 (pp. 24-25)

9.7 Consider Minute Order Approval of Temporary Use Permit (TUP) No. 21-05 for the 2021 Harvest Festival (pp. 26-27)

Motion to Approve Consent Calendar							
1 st	2 nd	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
FLORES	CAUDILLO	(5-0) Approved	Aye	Aye	Aye	Aye	Aye

10. PRESENTATIONS

10.1 The Farm Workforce Modernization Act of 2021 – Expanding the Definition of Agricultural Labor or Services to Include Packing House and Processing Plant Employees and Expediting Legislation for Dreamers (pp. 28-31)

Presented by Manuel Cunha, Jr., President of the Nisei Farmers League

11. ACTION ITEMS

11.1 Consider Minute Order Approval of the City of Lindsay Reserve Policy (pp. 32-38)

Presented by Juana Espinoza, Finance Director

Motion to Grant Minute Order Approval of the City of Lindsay Reserve Policy							
1 st	2 nd	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
CAUDILLO	SERNA	(5-0) Approved	Aye	Aye	Aye	Aye	Aye

11.2 Consider Approval of **Resolution 21-43**, Authorizing the Filing of Notice of Categorical Exception from the California Environmental Quality Act (CEQA) for Approval of and Authorization to Execute the Contract between the United States and the City of Lindsay Providing for Project Water Service from Friant Division and Facilities Repayment, and Authorizing Actions in Furtherance Thereof (pp. 39-114)

Presented by Neyba Amezcua, Acting Director of City Services and Planning

Motion to Approve Resolution 21-43							
1 st	2 nd	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
CERROS	FLORES	(5-0) Approved	Aye	Aye	Aye	Aye	Aye

12. PUBLIC HEARINGS

12.1 First Reading of **Ordinance 590**, Amending Chapter 8.34 of Title 8 of the Lindsay Municipal Code, Amending Organic Waste Recycling (pp. 115-139)
Presented by Neyba Amezcua, Acting Director of City Services and Planning

Motion to Waive Reading of Ordinance 590 In-Full							
1 st	2 nd	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
CERROS	FLORES	(5-0) Approved	Aye	Aye	Aye	Aye	Aye

Motion to Approve First Reading of Ordinance 590							
1 st	2 nd	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
FLORES	SANCHEZ	(5-0) Approved	Aye	Aye	Aye	Aye	Aye

- Council unanimously waived the reading of Ordinance 590 in full.
- Mayor CAUDILLO opened the public hearing at 7:05 PM.
- Receiving no public comment, Mayor CAUDILLO closed the public hearing at 7:05 PM.

13. **DISCUSSION ITEMS**

13.1 Review of City of Lindsay Truck Routes (pp. 140-142)

Presented by Edward Real, Assistant City Planner

13.2 Consider Minute Order Approval of Request to Continue Friday Night Market Operations for the Remainder of the 2021-2022 Winter Season and Request for Council Direction Regarding the Upcoming 2022 Friday Night Market Contract (pp. 143-157)

Presented by Joseph Tanner, City Manager

- Council unanimously requested to continue Item 13.2 to next council meeting.

14. **EXECUTIVE (CLOSED SESSION)**

14.1 Conference with Legal Counsel – Anticipated Litigation

Pursuant to Cal Gov. Code § 54956(d)(2)

Significant exposure to litigation re: California State Auditor Report 2020-804

15. **REQUEST FOR FUTURE ITEMS**

16. **ADJOURNMENT**

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Check#	Fund	Date	Vendor #	Vendor Name	Description	Amount
TOTAL						368,647.67
19655						\$797.49
	101 - GENERAL FUND	10/07/21	6452	GREAT-WEST TRUST	DED:0500 DEF COMP	292.26
	101 - GENERAL FUND	10/07/21	6452	GREAT-WEST TRUST	DED:0555 DC LOANPAY	212.97
	101 - GENERAL FUND	10/07/21	6452	GREAT-WEST TRUST	DED:151 DEFERCOMP	292.26
19656						\$356.30
	101 - GENERAL FUND	10/07/21	3977	AFLAC	DED:015 AFLAC	356.30
19657						\$591.96
	101 - GENERAL FUND	10/07/21	4660	CITY OF LINDSAY	DED:052 WELLNESS	9.24
	101 - GENERAL FUND	10/07/21	4660	CITY OF LINDSAY	DED:CDBG CDBG PMT	182.72
	101 - GENERAL FUND	10/07/21	4660	CITY OF LINDSAY	DED:L203 CDBG LOAN	400.00
19658						\$9.00
	101 - GENERAL FUND	10/07/21	451	CITY OF LINDSAY EMP	DED:0505 SEC 125	9.00
19659						\$62.00
	101 - GENERAL FUND	10/07/21	6675	EDD	DED:EDD EDD ORDER	62.00
19660						\$122.62
	101 - GENERAL FUND	10/07/21	3192	SEIU LOCAL 521	DED:DUES UNION DUES	122.62
19661						\$7,565.24
	101 - GENERAL FUND	10/07/21	6452	GREAT-WEST TRUST	DED:0500 DEF COMP	3,261.14
	101 - GENERAL FUND	10/07/21	6452	GREAT-WEST TRUST	DED:0555 DC LOANPAY	1,229.71
	101 - GENERAL FUND	10/07/21	6452	GREAT-WEST TRUST	DED:151 DEFERCOMP	2,927.06
	101 - GENERAL FUND	10/07/21	6452	GREAT-WEST TRUST	DED:ROTH ROTH	147.33
19662						\$88.40
	101 - GENERAL FUND	10/07/21	6409	BERNARD HEALTH LEGA	DED:MET MET LAW	88.40
19663						\$50.82
	101 - GENERAL FUND	10/07/21	2325	LINDSAY PUBLIC SAFE	DED:LPOA LPOA DUES	50.82
19664						\$106.13
	101 - GENERAL FUND	10/07/21	6246	MCDERMONT VENTURE I	DED:051 MCDERMONT	106.13
19665						\$189.23
	101 - GENERAL FUND	10/07/21	3042	STATE DISBURSEMENT	DED:0512 CHILD SUPT	189.23
19666						\$404.31
	101 - GENERAL FUND	10/07/21	1955	TEAMSTERS LOCAL 856	DED:0508 TEAMSTERS	404.31
19681						\$97.65
	101 - GENERAL FUND	10/19/21	6594	MAYRA ESPINOZA-MART	REFUND PLAQUES	97.65
19682						\$642.19
	101 - GENERAL FUND	10/15/21	2873	ADVANTAGE ANSWERING	10/1/21-10/31/21	642.19
19683						\$376.00
	101 - GENERAL FUND	10/15/21	1858	ALL PRO FIRE AND SA	SENIOR CENTER	75.00
	101 - GENERAL FUND	10/15/21	1858	ALL PRO FIRE AND SA	SOCCER COMPLEX OFFI	35.00
	400 - WELLNESS CENTER	10/15/21	1858	ALL PRO FIRE AND SA	WELLNESS CENTER	216.00
	553 - SEWER	10/15/21	1858	ALL PRO FIRE AND SA	WATER TREATMENT	50.00
19684						\$15.00
	101 - GENERAL FUND	10/15/21	6362	AMERICAN BUSINESS M	P.S. BLACK TONER	15.00
19685						\$850.64
	101 - GENERAL FUND	10/15/21	6600	AMERICAN HERITAGE L	OCTOBER ACCIDENT PL	850.64
19686						\$1,339.00
	400 - WELLNESS CENTER	10/15/21	3898	AMERICAN INCORPORAT	HVAC 860 SEQUOIA	1,339.00
19687						\$100.00
	400 - WELLNESS CENTER	10/15/21	5819	ANITA GUTIERREZ	SEPTEMBER ZUMBA	100.00
19688						\$30.43
	101 - GENERAL FUND	10/15/21	5457	AUTO ZONE COMMERCIA	TRUCK #91 AIR FILTE	30.43
19689						\$2,520.55
	101 - GENERAL FUND	10/15/21	5381	AWAKE SKATE SHOP	POLOS & JACKETS	352.81
	101 - GENERAL FUND	10/15/21	5381	AWAKE SKATE SHOP	POLOS & JACKETS	433.54
	101 - GENERAL FUND	10/15/21	5381	AWAKE SKATE SHOP	POLOS & JACKETS	433.55
	101 - GENERAL FUND	10/15/21	5381	AWAKE SKATE SHOP	POLOS & JACKETS	433.55
	552 - WATER	10/15/21	5381	AWAKE SKATE SHOP	POLOS & JACKETS	433.55
	553 - SEWER	10/15/21	5381	AWAKE SKATE SHOP	POLOS & JACKETS	433.55
19690						\$104.84
	552 - WATER	10/15/21	6694	BAKER NOEL	REFUND CLOSED UB AC	104.84
19691						\$5.71
	552 - WATER	10/15/21	6695	BARAJAS ROCIO	REFUND CLOSED UB AC	5.71
19692						\$115.00
	101 - GENERAL FUND	10/15/21	3232	BIG BEN'S	DOOR	115.00
19693						\$120.00
	101 - GENERAL FUND	10/15/21	4135	BILL WALL'S DIRECT	P.S. 9/29 REMOTE BA	60.00
	101 - GENERAL FUND	10/15/21	4135	BILL WALL'S DIRECT	P.S. REMOTE BACKUP	60.00
19694						\$4,825.00
	552 - WATER	10/15/21	051	BSK	MONTHLY ALK/TOC-EDT	4,825.00

19695						\$3,750.00
	101 - GENERAL FUND	10/15/21	6689	BUILDING MAINTENANC	SEPT. JANITORIAL SE	375.00
	101 - GENERAL FUND	10/15/21	6689	BUILDING MAINTENANC	SEPT. JANITORIAL SE	375.00
	101 - GENERAL FUND	10/15/21	6689	BUILDING MAINTENANC	SEPT. JANITORIAL SE	375.00
	400 - WELLNESS CENTER	10/15/21	6689	BUILDING MAINTENANC	SEPT. W.C. CLEANING	1,500.00
	552 - WATER	10/15/21	6689	BUILDING MAINTENANC	SEPT. JANITORIAL SE	375.00
	553 - SEWER	10/15/21	6689	BUILDING MAINTENANC	SEPT. JANITORIAL SE	375.00
	554 - REFUSE	10/15/21	6689	BUILDING MAINTENANC	SEPT. JANITORIAL SE	375.00
19696						\$328.00
	101 - GENERAL FUND	10/15/21	5013	BUZZ KILL PEST CONT	150 MIRAGE 9/30/21	123.00
	101 - GENERAL FUND	10/15/21	5013	BUZZ KILL PEST CONT	157 MIRAGE 9/30/21	30.00
	400 - WELLNESS CENTER	10/15/21	5013	BUZZ KILL PEST CONT	W.C. 860 SEQUOIA 9/	85.00
	886 - SAMOA	10/15/21	5013	BUZZ KILL PEST CONT	165-173 SAMOA 9/30/	40.00
	887 - SWEETBRIER TOWNHOUSES	10/15/21	5013	BUZZ KILL PEST CONT	201-265 SWEET BRIER	50.00
19697						\$3,955.00
	261 - GAS TAX FUND	10/15/21	1702	CENTRAL VALLEY SWEE	SEPTEMBER SWEEPING	3,955.00
19698						\$3,960.00
	101 - GENERAL FUND	10/15/21	6690	CHERYL A. LARA	P.S. INVESTIGATION	3,960.00
19699						\$400.00
	101 - GENERAL FUND	10/15/21	5930	CHRIS ALLARD	CHILD SUPPORT-IWO	(400.00)
	400 - WELLNESS CENTER	10/15/21	5930	CHRIS ALLARD	SEPT. PM SERVICE	800.00
19700						\$22,312.40
	101 - GENERAL FUND	10/15/21	2900	CHRISTMAS DEPOT.COM	CHRISTMAS DECORATIO	11,156.21
	101 - GENERAL FUND	10/15/21	2900	CHRISTMAS DEPOT.COM	CHRISTMAS DECORATIO	3,718.73
	101 - GENERAL FUND	10/15/21	2900	CHRISTMAS DEPOT.COM	CHRISTMAS DECORATIO	3,718.73
	400 - WELLNESS CENTER	10/15/21	2900	CHRISTMAS DEPOT.COM	CHRISTMAS DECORATIO	3,718.73
19701						\$100.00
	101 - GENERAL FUND	10/15/21	6696	CHRISTOPHER FLORES	ARBOR DEPOSIT REFUN	100.00
19702						\$1,361.96
	101 - GENERAL FUND	10/15/21	5832	CINTAS CORPORATION	P.S. DISINFECT/CLEA	47.05
	101 - GENERAL FUND	10/15/21	5832	CINTAS CORPORATION	UNIFORMS	27.50
	101 - GENERAL FUND	10/15/21	5832	CINTAS CORPORATION	UNIFORMS	27.50
	101 - GENERAL FUND	10/15/21	5832	CINTAS CORPORATION	UNIFORMS	27.50
	305 - COVID-19 EMERGENCY FUND	10/15/21	5832	CINTAS CORPORATION	ULTRACLEAN	230.80
	305 - COVID-19 EMERGENCY FUND	10/15/21	5832	CINTAS CORPORATION	ULTRACLEAN	891.60
	552 - WATER	10/15/21	5832	CINTAS CORPORATION	UNIFORMS	27.50
	553 - SEWER	10/15/21	5832	CINTAS CORPORATION	UNIFORMS	27.50
	554 - REFUSE	10/15/21	5832	CINTAS CORPORATION	UNIFORMS	27.50
	556 - VITA-PAKT	10/15/21	5832	CINTAS CORPORATION	UNIFORMS	27.51
19703						\$582.00
	553 - SEWER	10/15/21	279	CITY OF PORTERVILLE	AUG. 2021 LAB SERVI	582.00
19704						\$3,705.33
	400 - WELLNESS CENTER	10/15/21	6090	CLEAN CUT LANDSCAPE	W.C. SEPT. LANDSCAP	860.00
	883 - SIERRA VIEW ASSESSMENT	10/15/21	6090	CLEAN CUT LANDSCAPE	SEPT. SIERRA VIEW E	1,129.00
	884 - HERITAGE ASSESSMENT DIST	10/15/21	6090	CLEAN CUT LANDSCAPE	SEPT. HERITAGE PARK	274.00
	886 - SAMOA	10/15/21	6090	CLEAN CUT LANDSCAPE	SEPT. SAMOA TOWN HO	133.00
	887 - SWEETBRIER TOWNHOUSES	10/15/21	6090	CLEAN CUT LANDSCAPE	SEPT. HERMOSA TOWN	475.00
	888 - PARKSIDE	10/15/21	6090	CLEAN CUT LANDSCAPE	SEPT. PARKSIDE ESTA	197.00
	889 - SIERRA VISTA ASSESSMENT	10/15/21	6090	CLEAN CUT LANDSCAPE	SEPT. SIERRA VISTA	83.33
	890 - MAPLE VALLEY ASSESSMENT	10/15/21	6090	CLEAN CUT LANDSCAPE	SEPT. MAPLE VALLEY	45.00
	891 - PELOUS RANCH	10/15/21	6090	CLEAN CUT LANDSCAPE	SEPT. PELOUS RANCH	509.00
19705						\$59.39
	552 - WATER	10/15/21	6699	COLLASO RAUL	REFUND CLOSED UB AC	59.39
19706						\$63.00
	101 - GENERAL FUND	10/15/21	2319	COMPUTER SYSTEMS PL	9/30/21 ANTIVIRUS	63.00
19707						\$615.00
	101 - GENERAL FUND	10/15/21	5664	COPWARE, INC.	12/1/21-11/30/22	615.00
19708						\$587.49
	552 - WATER	10/15/21	102	CULLIGAN	18829 AVE 240 9/30/	48.25
	552 - WATER	10/15/21	102	CULLIGAN	18869 AVE 240 9/30/	162.75
	552 - WATER	10/15/21	102	CULLIGAN	18899 AVE 240 9/30/	178.25
	552 - WATER	10/15/21	102	CULLIGAN	23965 RD 188 9/30/2	46.50
	552 - WATER	10/15/21	102	CULLIGAN	251 HONOLULU 9/30/2	80.50
	552 - WATER	10/15/21	102	CULLIGAN	860 SEQUOIA 9/30/21	63.24
	553 - SEWER	10/15/21	102	CULLIGAN	23611 RD 196 9/30/2	8.00
19709						\$850.00
	552 - WATER	10/15/21	6118	CVIN LLC D.B.A. VAS	10/1/21-10/31/21	283.34
	553 - SEWER	10/15/21	6118	CVIN LLC D.B.A. VAS	10/1/21-10/31/21	283.33
	554 - REFUSE	10/15/21	6118	CVIN LLC D.B.A. VAS	10/1/21-10/31/21	283.33
19710						\$50.91
	781 - CAL HOME RLF	10/15/21	2540	DEPT.OF HOUSING & C	9/30 CALHOME TO HCD	50.91
19711						\$84.82
	700 - CDBG REVOLVING LN FUND	10/15/21	2540	DEPT.OF HOUSING & C	9/30/21 CDBG TO HCD	84.82
19712						\$4,973.21
	720 - HOME REVOLVING LN FUND	10/15/21	2540	DEPT.OF HOUSING & C	9/30/21 HOME TO HCD	4,973.21
19713						\$36.00
	552 - WATER	10/15/21	6700	DEURLOO JENNIFER M	REFUND CLOSED UB AC	36.00
19714						\$1,500.00
	101 - GENERAL FUND	10/15/21	6691	DOWLING INVESTIGATI	FLEISCHMANN BACKGRO	750.00
	101 - GENERAL FUND	10/15/21	6691	DOWLING INVESTIGATI	LOPEZ-RANGEL BACKGR	750.00

19715						\$1,788.00
	779 - 00-HOME-0487	10/15/21	5458	FOREMOST INSURANCE	PARAMO FIRE INSURAN	1,788.00
19716						\$1,224.92
	101 - GENERAL FUND	10/15/21	6010	FRONTIER COMMUNICAT	209-042-9309	1.99
	101 - GENERAL FUND	10/15/21	6010	FRONTIER COMMUNICAT	209-151-2650	23.13
	101 - GENERAL FUND	10/15/21	6010	FRONTIER COMMUNICAT	209-151-2650	23.13
	101 - GENERAL FUND	10/15/21	6010	FRONTIER COMMUNICAT	209-151-2652	46.25
	101 - GENERAL FUND	10/15/21	6010	FRONTIER COMMUNICAT	209-151-2656	46.24
	101 - GENERAL FUND	10/15/21	6010	FRONTIER COMMUNICAT	209-151-2662	61.16
	101 - GENERAL FUND	10/15/21	6010	FRONTIER COMMUNICAT	209-188-3200	4.55
	101 - GENERAL FUND	10/15/21	6010	FRONTIER COMMUNICAT	209-188-3200	4.55
	101 - GENERAL FUND	10/15/21	6010	FRONTIER COMMUNICAT	562-2512	143.14
	552 - WATER	10/15/21	6010	FRONTIER COMMUNICAT	209-150-2936	84.17
	552 - WATER	10/15/21	6010	FRONTIER COMMUNICAT	209-151-2650	23.13
	552 - WATER	10/15/21	6010	FRONTIER COMMUNICAT	209-188-3200	4.55
	552 - WATER	10/15/21	6010	FRONTIER COMMUNICAT	562-1552	101.25
	552 - WATER	10/15/21	6010	FRONTIER COMMUNICAT	562-7131	139.07
	553 - SEWER	10/15/21	6010	FRONTIER COMMUNICAT	209-150-3621	119.86
	553 - SEWER	10/15/21	6010	FRONTIER COMMUNICAT	209-151-2650	23.13
	553 - SEWER	10/15/21	6010	FRONTIER COMMUNICAT	209-151-2654	46.25
	553 - SEWER	10/15/21	6010	FRONTIER COMMUNICAT	209-151-2655	46.25
	553 - SEWER	10/15/21	6010	FRONTIER COMMUNICAT	209-188-3200	4.54
	553 - SEWER	10/15/21	6010	FRONTIER COMMUNICAT	562-7132	278.58
19717						\$91.47
	101 - GENERAL FUND	10/15/21	1925	FRUIT GROWERS SUPPL	GASKET & CYLINDER	91.47
19718						\$1,685.35
	101 - GENERAL FUND	10/15/21	148	GOMEZ AUTO & SMOG	LIC#1215910 OIL CHA	272.00
	552 - WATER	10/15/21	148	GOMEZ AUTO & SMOG	BACKHOE REPLACE PUM	1,413.35
19719						\$4,133.00
	101 - GENERAL FUND	10/15/21	6702	GOVERNMENTJOBS.COM	10/7/21-10/6/22 SOF	4,133.00
19720						\$1,460.40
	101 - GENERAL FUND	10/15/21	151	GRAINGER INC	ROUNDUP	1,096.66
	101 - GENERAL FUND	10/15/21	151	GRAINGER INC	ROUNDUP	363.74
19721						\$600.00
	101 - GENERAL FUND	10/15/21	5279	GREG MCQUEEN	BACKGROUND-M.CISNER	600.00
19722						\$7,453.92
	101 - GENERAL FUND	10/15/21	5647	GRISWOLD,LASSALLE,C	MATTER: FINANCE	1,407.50
	101 - GENERAL FUND	10/15/21	5647	GRISWOLD,LASSALLE,C	MATTER:CITY CLERK	585.83
	101 - GENERAL FUND	10/15/21	5647	GRISWOLD,LASSALLE,C	MATTER:CITY COUNCIL	755.17
	101 - GENERAL FUND	10/15/21	5647	GRISWOLD,LASSALLE,C	MATTER:CITY MANAGER	1,350.00
	101 - GENERAL FUND	10/15/21	5647	GRISWOLD,LASSALLE,C	MATTER:CITY SERVICE	503.33
	101 - GENERAL FUND	10/15/21	5647	GRISWOLD,LASSALLE,C	MATTER:LABOR RELATI	1,092.50
	101 - GENERAL FUND	10/15/21	5647	GRISWOLD,LASSALLE,C	MATTER:PLANNING DEP	172.50
	101 - GENERAL FUND	10/15/21	5647	GRISWOLD,LASSALLE,C	MATTER:POLICE DEPAR	1,193.34
	101 - GENERAL FUND	10/15/21	5647	GRISWOLD,LASSALLE,C	MATTER:USBR LAWSUIT	393.75
19723						\$50.00
	101 - GENERAL FUND	10/15/21	6604	HIPOLITO CERROS	SEPT. COUNCIL STIPE	50.00
19724						\$100.00
	101 - GENERAL FUND	10/15/21	6697	ISAIAS CABRERA	ARBOR DEPOSIT REFUN	100.00
19725						\$25.00
	400 - WELLNESS CENTER	10/15/21	5804	KELSIE AVINA	SEPTEMBER ZUMBA	25.00
19726						\$799.00
	779 - 00-HOME-0487	10/15/21	2437	KEMPER	L202000116 J. CORTE	799.00
19727						\$16.84
	552 - WATER	10/15/21	6692	LEYVA RAMIREZ, REFU	REFUND CLOSED UB AC	16.84
19728						\$1,333.20
	101 - GENERAL FUND	10/15/21	1422	LINDSAY TRUE VALUE	SEPT. BUILDING	337.29
	101 - GENERAL FUND	10/15/21	1422	LINDSAY TRUE VALUE	SEPT. CITY SERVICES	162.04
	101 - GENERAL FUND	10/15/21	1422	LINDSAY TRUE VALUE	SEPT. LANDSCAPING	34.77
	101 - GENERAL FUND	10/15/21	1422	LINDSAY TRUE VALUE	SEPT. PARKS	129.46
	552 - WATER	10/15/21	1422	LINDSAY TRUE VALUE	SEPT. WATER	393.22
	553 - SEWER	10/15/21	1422	LINDSAY TRUE VALUE	SEPT. WASTE WATER	5.85
	887 - SWEETBRIER TOWNHOUSES	10/15/21	1422	LINDSAY TRUE VALUE	SEPT. SB TOWNHOUSES	270.57
19729						\$1,800.00
	400 - WELLNESS CENTER	10/15/21	6260	LLEON SERVICES	OCT-POOL CHEM CONSU	1,800.00
19730						\$75.00
	400 - WELLNESS CENTER	10/15/21	6499	MARGARITA BENITEZ B	SEPTEMBER ZUMBA	75.00
19731						\$100.00
	400 - WELLNESS CENTER	10/15/21	6599	MARIA EDWARDS	SEPTEMBER ZUMBA	100.00
19732						\$1,403.51
	261 - GAS TAX FUND	10/15/21	6550	MARIO SAGREDO ELECT	SWEETBRIER LIGHT BU	1,103.51
	553 - SEWER	10/15/21	6550	MARIO SAGREDO ELECT	WWTP REPAIRS	300.00
19733						\$1,865.00
	600 - CAPITAL IMPROVEMENT	10/15/21	6639	MOORE IACOFANO GOLT	AUG-OLIVE BOWL RENO	1,865.00

19734						\$290.00
	101 - GENERAL FUND	10/15/21	6437	MORINDA MEDICAL GRO	JULY 2021 CLAIMS	130.00
	101 - GENERAL FUND	10/15/21	6437	MORINDA MEDICAL GRO	JULY 2021 CLAIMS	160.00
19735						\$120.00
	400 - WELLNESS CENTER	10/15/21	4323	OASIS	W.C. SECURITY SYSTE	120.00
19736						\$13.95
	101 - GENERAL FUND	10/15/21	1565	OACYS.COM INC	DOMAIN PARKING & DN	13.95
19737						\$3,693.83
	552 - WATER	10/15/21	6673	PACE SUPPLY CORP	BRS BALL VLV CURBST	1,374.73
	552 - WATER	10/15/21	6673	PACE SUPPLY CORP	BRS BALL VLV CURBST	1,431.59
	552 - WATER	10/15/21	6673	PACE SUPPLY CORP	WATER OPERATING SUP	887.51
19738						\$3,096.05
	552 - WATER	10/15/21	6498	PACWEST DIRECT	9/28/21 DBP NOTICES	1,439.26
	552 - WATER	10/15/21	6498	PACWEST DIRECT	9/30/21 UB RECEIPTS	552.27
	553 - SEWER	10/15/21	6498	PACWEST DIRECT	9/30/21 UB RECEIPTS	552.26
	554 - REFUSE	10/15/21	6498	PACWEST DIRECT	9/30/21 UB RECEIPTS	552.26
19739						\$2,000.00
	101 - GENERAL FUND	10/15/21	272	PITNEY BOWES INC.	8000-9090-0702-7779	2,000.00
19740						\$713.55
	101 - GENERAL FUND	10/15/21	276	PORTERVILLE RECORDE	BIDS SEAL & RUBBERI	557.11
	554 - REFUSE	10/15/21	276	PORTERVILLE RECORDE	SB1383 ORDINANCE	156.44
19741						\$2,846.73
	101 - GENERAL FUND	10/15/21	285	QUILL CORPORATION	2 HOLE PUNCHERS	17.17
	101 - GENERAL FUND	10/15/21	285	QUILL CORPORATION	BINDERS, PENS, LINE	176.61
	101 - GENERAL FUND	10/15/21	285	QUILL CORPORATION	C.S. QB RULED PAD	7.00
	101 - GENERAL FUND	10/15/21	285	QUILL CORPORATION	CANON PFI-710 INK	389.68
	101 - GENERAL FUND	10/15/21	285	QUILL CORPORATION	DRY ERASE CAL.	33.70
	101 - GENERAL FUND	10/15/21	285	QUILL CORPORATION	LINER LINLO 12G CLE	51.62
	101 - GENERAL FUND	10/15/21	285	QUILL CORPORATION	OPERATING SUPPLIES	140.23
	101 - GENERAL FUND	10/15/21	285	QUILL CORPORATION	PARKS-LINER 40X53	433.91
	101 - GENERAL FUND	10/15/21	285	QUILL CORPORATION	ROAKEN CHAIRS	118.30
	101 - GENERAL FUND	10/15/21	285	QUILL CORPORATION	ROAKEN CHAIRS	314.24
	400 - WELLNESS CENTER	10/15/21	285	QUILL CORPORATION	TOILET PAPER & TOWE	384.93
	552 - WATER	10/15/21	285	QUILL CORPORATION	CANON PFI-710 INK	389.67
	553 - SEWER	10/15/21	285	QUILL CORPORATION	CANON PFI-710 INK	389.67
19742						\$4,000.00
	552 - WATER	10/15/21	6095	RALPH GUTIERREZ WAT	SEPT. CPO WATER TRE	2,000.00
	553 - SEWER	10/15/21	6095	RALPH GUTIERREZ WAT	SEPT. CPO WASTE WAT	2,000.00
19743						\$50.00
	101 - GENERAL FUND	10/15/21	6602	RAMIRO SERNA	SEPT. COUNCIL STIPE	50.00
19744						\$75.00
	101 - GENERAL FUND	10/15/21	6603	RAMONA CAUDILLO	SEPT. COUNCIL STIPE	75.00
19745						\$4,323.50
	101 - GENERAL FUND	10/15/21	3622	RLH FIRE PROTECTION	LIBRARY FIRE INSPEC	680.00
	101 - GENERAL FUND	10/15/21	3622	RLH FIRE PROTECTION	MCDERMONT FIRE INSP	1,620.00
	101 - GENERAL FUND	10/15/21	3622	RLH FIRE PROTECTION	MCDERMONT FIRE INSP	1,858.50
	400 - WELLNESS CENTER	10/15/21	3622	RLH FIRE PROTECTION	3RD QTR FIRE SPRINK	165.00
19746						\$50.00
	101 - GENERAL FUND	10/15/21	5511	ROSAENA SANCHEZ	SEPT. COUNCIL STIPE	50.00
19747						\$100.00
	101 - GENERAL FUND	10/15/21	6693	SANTIAGO LUPIAN	ARBOR DEPOSIT REFUN	100.00
19748						\$2,500.00
	101 - GENERAL FUND	10/15/21	2168	SELF-HELP ENTERPRIS	2020 CDBG PREPARATI	2,500.00
19749						\$3,218.98
	552 - WATER	10/15/21	4555	THATCHER COMPANY IN	CHLORINE	4,718.98
	552 - WATER	10/15/21	4555	THATCHER COMPANY IN	CONTAINER DEPOSIT	(1,500.00)
19750						\$186.88
	101 - GENERAL FUND	10/15/21	5624	SIERRA SANITATION,	FINANCE CHARGE	3.00
	101 - GENERAL FUND	10/15/21	5624	SIERRA SANITATION,	RENTAL OLIVE&HERMOS	183.88
19751						\$61,541.83
	101 - GENERAL FUND	10/15/21	310	SOUTHERN CA. EDISON	600001505934	2,374.40
	101 - GENERAL FUND	10/15/21	310	SOUTHERN CA. EDISON	600001505934	2,650.77
	101 - GENERAL FUND	10/15/21	310	SOUTHERN CA. EDISON	600001505934	3,093.90
	101 - GENERAL FUND	10/15/21	310	SOUTHERN CA. EDISON	600001505934	53.55
	261 - GAS TAX FUND	10/15/21	310	SOUTHERN CA. EDISON	600001505934	5,900.07
	261 - GAS TAX FUND	10/15/21	310	SOUTHERN CA. EDISON	8000756978	36.64
	552 - WATER	10/15/21	310	SOUTHERN CA. EDISON	600001505934	44,505.20
	553 - SEWER	10/15/21	310	SOUTHERN CA. EDISON	600001505934	259.25
	553 - SEWER	10/15/21	310	SOUTHERN CA. EDISON	700141289638	1,810.19
	556 - VITA-PAKT	10/15/21	310	SOUTHERN CA. EDISON	600001505934	219.51
	883 - SIERRA VIEW ASSESSMENT	10/15/21	310	SOUTHERN CA. EDISON	600001505934	150.67
	886 - SAMOA	10/15/21	310	SOUTHERN CA. EDISON	600001505934	14.36
	887 - SWEETBRIER TOWNHOUSES	10/15/21	310	SOUTHERN CA. EDISON	600001505934	60.20
	888 - PARKSIDE	10/15/21	310	SOUTHERN CA. EDISON	600001505934	14.17
	889 - SIERRA VISTA ASSESSMENT	10/15/21	310	SOUTHERN CA. EDISON	600001505934	60.93
	890 - MAPLE VALLEY ASSESSMENT	10/15/21	310	SOUTHERN CA. EDISON	600001505934	89.94
	891 - PELOUS RANCH	10/15/21	310	SOUTHERN CA. EDISON	600001505934	233.55
	891 - PELOUS RANCH	10/15/21	310	SOUTHERN CA. EDISON	8003347709	14.53

19752						\$10.24
	400 - WELLNESS CENTER	10/15/21	6500	CHARTER COMMUNICATI	WELLNESS INTERNET	10.24
19753						\$2,675.00
	400 - WELLNESS CENTER	10/15/21	4914	STEPHANIE OROSCO	ROPE,BALL,BALLET BA	1,450.00
	400 - WELLNESS CENTER	10/15/21	4914	STEPHANIE OROSCO	SEPTEMBER S&B	1,225.00
19754						\$555.00
	552 - WATER	10/15/21	1183	SWRCB	7/1/20-6/30/21 FEES	555.00
19755						\$56,550.00
	600 - CAPITAL IMPROVEMENT	10/15/21	6698	TAPCO	STREETS RADAR SIGNS	56,550.00
19756						\$2,064.01
	101 - GENERAL FUND	10/15/21	144	THE GAS COMPANY	031-415-9000	17.25
	101 - GENERAL FUND	10/15/21	144	THE GAS COMPANY	163-715-6900	18.89
	101 - GENERAL FUND	10/15/21	144	THE GAS COMPANY	163-715-8900	17.25
	101 - GENERAL FUND	10/15/21	144	THE GAS COMPANY	9/28/21 139 SWEETBR	17.25
	101 - GENERAL FUND	10/15/21	144	THE GAS COMPANY	9/28/21 488 MT VERN	17.25
	400 - WELLNESS CENTER	10/15/21	144	THE GAS COMPANY	098-628-2905	1,976.12
19757						\$258.70
	101 - GENERAL FUND	10/15/21	5792	THOMSON REUTERS - W	7/1/21-7/31/21	258.70
19758						\$64.92
	101 - GENERAL FUND	10/15/21	6413	TRANS UNION LLC	9/25/21 BASIC SERVI	64.92
19759						\$40.00
	101 - GENERAL FUND	10/15/21	6015	TULARE COUNTY CLERK	BRIONES-RELEASE LIE	20.00
	101 - GENERAL FUND	10/15/21	6015	TULARE COUNTY CLERK	T. MORALES 124 FRAZ	20.00
19760						\$20,828.00
	101 - GENERAL FUND	10/15/21	3511	TULARE COUNTY SHERI	JULY-SEPT 21 DISPAT	20,828.00
19761						\$1,577.98
	553 - SEWER	10/15/21	336	TULARE COUNTY TAX C	1ST INSTALLMENT	788.99
	553 - SEWER	10/15/21	336	TULARE COUNTY TAX C	2ND INSTALLMENT	788.99
19763						\$14,336.04
	101 - GENERAL FUND	10/15/21	6326	CORPORATE PAYMENT S	(5) 4X8 BLACK PANEL	526.10
	101 - GENERAL FUND	10/15/21	6326	CORPORATE PAYMENT S	ADOBE ANNUAL	203.88
	101 - GENERAL FUND	10/15/21	6326	CORPORATE PAYMENT S	ADOBE	14.99
	101 - GENERAL FUND	10/15/21	6326	CORPORATE PAYMENT S	ADOBE	14.99
	101 - GENERAL FUND	10/15/21	6326	CORPORATE PAYMENT S	ADOBE	14.99
	101 - GENERAL FUND	10/15/21	6326	CORPORATE PAYMENT S	ADOBE	179.88
	101 - GENERAL FUND	10/15/21	6326	CORPORATE PAYMENT S	ADOBE	33.99
	101 - GENERAL FUND	10/15/21	6326	CORPORATE PAYMENT S	ADOBE	9.99
	101 - GENERAL FUND	10/15/21	6326	CORPORATE PAYMENT S	AMAZON	11.41
	101 - GENERAL FUND	10/15/21	6326	CORPORATE PAYMENT S	AMAZON	11.68
	101 - GENERAL FUND	10/15/21	6326	CORPORATE PAYMENT S	AMAZON	11.93
	101 - GENERAL FUND	10/15/21	6326	CORPORATE PAYMENT S	AMAZON	110.64
	101 - GENERAL FUND	10/15/21	6326	CORPORATE PAYMENT S	AMAZON	117.48
	101 - GENERAL FUND	10/15/21	6326	CORPORATE PAYMENT S	AMAZON	174.94
	101 - GENERAL FUND	10/15/21	6326	CORPORATE PAYMENT S	AMAZON	181.37
	101 - GENERAL FUND	10/15/21	6326	CORPORATE PAYMENT S	AMAZON	201.18
	101 - GENERAL FUND	10/15/21	6326	CORPORATE PAYMENT S	AMAZON	44.15
	101 - GENERAL FUND	10/15/21	6326	CORPORATE PAYMENT S	AMAZON	81.72
	101 - GENERAL FUND	10/15/21	6326	CORPORATE PAYMENT S	BOB'S DRIVE IN	39.96
	101 - GENERAL FUND	10/15/21	6326	CORPORATE PAYMENT S	BUSINESS LUNCH MEET	39.65
	101 - GENERAL FUND	10/15/21	6326	CORPORATE PAYMENT S	CACITIES RESGISTRAT	150.00
	101 - GENERAL FUND	10/15/21	6326	CORPORATE PAYMENT S	CARPARTS.COM	165.37
	101 - GENERAL FUND	10/15/21	6326	CORPORATE PAYMENT S	CHINA'S ALLEY	46.05
	101 - GENERAL FUND	10/15/21	6326	CORPORATE PAYMENT S	CONNECTED SOLUTIONS	1,070.07
	101 - GENERAL FUND	10/15/21	6326	CORPORATE PAYMENT S	CURTIS BLUE LINE	562.74
	101 - GENERAL FUND	10/15/21	6326	CORPORATE PAYMENT S	DELL REFURBISHED	1,588.84
	101 - GENERAL FUND	10/15/21	6326	CORPORATE PAYMENT S	DELL REFURBISHED	414.42
	101 - GENERAL FUND	10/15/21	6326	CORPORATE PAYMENT S	EBAY	48.04
	101 - GENERAL FUND	10/15/21	6326	CORPORATE PAYMENT S	EMPLOYEE APPRECIATI	25.00
	101 - GENERAL FUND	10/15/21	6326	CORPORATE PAYMENT S	GRACIE UNIVERSITY	895.00
	101 - GENERAL FUND	10/15/21	6326	CORPORATE PAYMENT S	LEAGUE OF CA. CITIE	50.00
	101 - GENERAL FUND	10/15/21	6326	CORPORATE PAYMENT S	LIEBERT CASSIDY WHI	60.00
	101 - GENERAL FUND	10/15/21	6326	CORPORATE PAYMENT S	LINDSAY DONUT SHOP	27.80
	101 - GENERAL FUND	10/15/21	6326	CORPORATE PAYMENT S	MONOPRICE	68.66
	101 - GENERAL FUND	10/15/21	6326	CORPORATE PAYMENT S	MONOPRICE	68.67
	101 - GENERAL FUND	10/15/21	6326	CORPORATE PAYMENT S	OFFICE DEPOT	108.74
	101 - GENERAL FUND	10/15/21	6326	CORPORATE PAYMENT S	PAYPAL	400.00
	101 - GENERAL FUND	10/15/21	6326	CORPORATE PAYMENT S	PHOTOSHOP	20.99
	101 - GENERAL FUND	10/15/21	6326	CORPORATE PAYMENT S	QUILL	12.01
	101 - GENERAL FUND	10/15/21	6326	CORPORATE PAYMENT S	QUILL	189.44
	101 - GENERAL FUND	10/15/21	6326	CORPORATE PAYMENT S	QUILL	36.13
	101 - GENERAL FUND	10/15/21	6326	CORPORATE PAYMENT S	STAPLES	1,627.40
	101 - GENERAL FUND	10/15/21	6326	CORPORATE PAYMENT S	STARBUCKS	17.95
	101 - GENERAL FUND	10/15/21	6326	CORPORATE PAYMENT S	STARBUCKS	25.00
	101 - GENERAL FUND	10/15/21	6326	CORPORATE PAYMENT S	TARGET	27.85
	101 - GENERAL FUND	10/15/21	6326	CORPORATE PAYMENT S	TARGET	7.64
	101 - GENERAL FUND	10/15/21	6326	CORPORATE PAYMENT S	USPS	6.09
	101 - GENERAL FUND	10/15/21	6326	CORPORATE PAYMENT S	WINDOW 10 PROS	99.00
	101 - GENERAL FUND	10/15/21	6326	CORPORATE PAYMENT S	ZOOM.US	13.50
	101 - GENERAL FUND	10/15/21	6326	CORPORATE PAYMENT S	ZOOM.US	158.89
	400 - WELLNESS CENTER	10/15/21	6326	CORPORATE PAYMENT S	ADOBE	14.99

400 - WELLNESS CENTER	10/15/21	6326	CORPORATE PAYMENT S	AMAZON	10.86
400 - WELLNESS CENTER	10/15/21	6326	CORPORATE PAYMENT S	AMAZON	58.71
400 - WELLNESS CENTER	10/15/21	6326	CORPORATE PAYMENT S	CA DIR DOSH	225.00
400 - WELLNESS CENTER	10/15/21	6326	CORPORATE PAYMENT S	DIRECTV	376.71
400 - WELLNESS CENTER	10/15/21	6326	CORPORATE PAYMENT S	DOSH FEE	5.18
400 - WELLNESS CENTER	10/15/21	6326	CORPORATE PAYMENT S	DRIP	20.00
400 - WELLNESS CENTER	10/15/21	6326	CORPORATE PAYMENT S	MEDALS FOR SALUTE R	498.00
400 - WELLNESS CENTER	10/15/21	6326	CORPORATE PAYMENT S	SPECTRUM	645.36
400 - WELLNESS CENTER	10/15/21	6326	CORPORATE PAYMENT S	SWANK MOTION	450.00
552 - WATER	10/15/21	6326	CORPORATE PAYMENT S	WATER DROUGHT BANNE	894.53
553 - SEWER	10/15/21	6326	CORPORATE PAYMENT S	WET/DRY VAC	75.94
554 - REFUSE	10/15/21	6326	CORPORATE PAYMENT S	BANNERONTHECHEAP	1,044.55
19764					\$18,487.50
552 - WATER	10/15/21	1513	UNITED RENTALS, INC	COMPRESSOR 175-195C	12,941.25
553 - SEWER	10/15/21	1513	UNITED RENTALS, INC	COMPRESSOR 175-195C	5,546.25
19765					\$4,293.52
101 - GENERAL FUND	10/15/21	5747	UNITED STAFFING	10/03 LAWRENCE & JE	660.24
101 - GENERAL FUND	10/15/21	5747	UNITED STAFFING	10/03 LAWRENCE & JE	660.24
101 - GENERAL FUND	10/15/21	5747	UNITED STAFFING	10/03 LAWRENCE & JE	660.24
101 - GENERAL FUND	10/15/21	5747	UNITED STAFFING	10/3/21 M. CISNEROS	700.00
101 - GENERAL FUND	10/15/21	5747	UNITED STAFFING	10/3/21 M. CISNEROS	80.64
101 - GENERAL FUND	10/15/21	5747	UNITED STAFFING	9/26 LAWRENCE & JES	504.00
101 - GENERAL FUND	10/15/21	5747	UNITED STAFFING	9/26 LAWRENCE & JES	504.00
101 - GENERAL FUND	10/15/21	5747	UNITED STAFFING	9/26 LAWRENCE & JES	504.00
101 - GENERAL FUND	10/15/21	5747	UNITED STAFFING	M. CISNEROS 9/26/21	20.16
19766					\$275.73
553 - SEWER	10/15/21	356	USA BLUEBOOK	GIL HYDRANT DIFFUSE	275.73
19767					\$215.97
101 - GENERAL FUND	10/15/21	1041	VERIZON WIRELESS	642065758-00003 SEP	28.10
101 - GENERAL FUND	10/15/21	1041	VERIZON WIRELESS	642065758-00003 SEP	28.10
101 - GENERAL FUND	10/15/21	1041	VERIZON WIRELESS	642065758-00003 SEP	28.10
101 - GENERAL FUND	10/15/21	1041	VERIZON WIRELESS	642065758-00003 SEP	47.38
552 - WATER	10/15/21	1041	VERIZON WIRELESS	642065758-00003 SEP	28.10
553 - SEWER	10/15/21	1041	VERIZON WIRELESS	642065758-00003 SEP	28.10
554 - REFUSE	10/15/21	1041	VERIZON WIRELESS	642065758-00003 SEP	28.09
19768					\$50.00
101 - GENERAL FUND	10/15/21	4068	YOLANDA FLORES	SEPT. COUNCIL STIPE	50.00
19769					\$275.00
400 - WELLNESS CENTER	10/15/21	5912	YVETTE DURAN	SEPTEMBER POUND,ZUM	275.00
19770					\$58.00
552 - WATER	10/19/21	5659	TULARE COUNTY CLERK	FILING FEE WIIN ACT	58.00
EDD108					\$9,896.90
101 - GENERAL FUND	10/13/21	687	STATE OF CALIFORNIA	EDD PRPD 10/8/21	9,896.90
IRS108					\$50,412.13
101 - GENERAL FUND	10/13/21	2011	INTERNAL REVENUE SE	941 PRPD 10/8/21 FE	24,547.45
101 - GENERAL FUND	10/13/21	2011	INTERNAL REVENUE SE	941 PRPD 10/8/21	25,864.68
PPAEHU					\$138.10
101 - GENERAL FUND	10/13/21	457	PUBLIC EMPLOYEES RE	PPA HUBBARD 0510-05	64.37
101 - GENERAL FUND	10/13/21	457	PUBLIC EMPLOYEES RE	PPA HUBBARD 0510-05	73.73



STAFF REPORT

TO: Lindsay City Council
FROM: Edward Real, Assistant City Planner
DEPARTMENT: City Services, Planning
ITEM NO.: 8.4
MEETING DATE: October 26, 2021

ACTION & RECOMMENDATION

Consider Minute Order Approval of Temporary Use Permit (TUP) No. 21-06 for the 11th Annual Lindsay Rib Cook-Off on November 6, 2021.

BACKGROUND | ANALYSIS

The Rib Cook-Off Committee (Committee) is requesting street closures for a portion of Honolulu Street, between Sweetbrier Avenue and Mirage Avenue, including a portion of Elmwood Avenue, between 4 am and 8 pm on Saturday, November 6th, 2021, in support of the 11th annual Lindsay Rib Cook-Off barbeque competition. City Staff will place barricades to demonstrate street closures as well as provide lights and generators at specified location on the morning of November 6th. The Committee anticipates 30 cooks will participate in the Rib Cook-Off. Cooks and their grills and other equipment will be located primarily along Honolulu, as well as Sweetbrier and Elmwood. Live musical performances will take place between 12 pm and 4 pm on a stage located on at the intersection of Elmwood and Honolulu. A DJ will be playing music at the intersection of Sweetbrier Ave and Honolulu St. Mid Valley will provide trash receptacles for the event. 8 portable restrooms and 4 wash stations for participants and event patrons will be provided. Additionally, bounce houses will be located at Sweetbrier Plaza. Proceeds from the event will go towards the annual Lindsay Public Safety Santa Night.

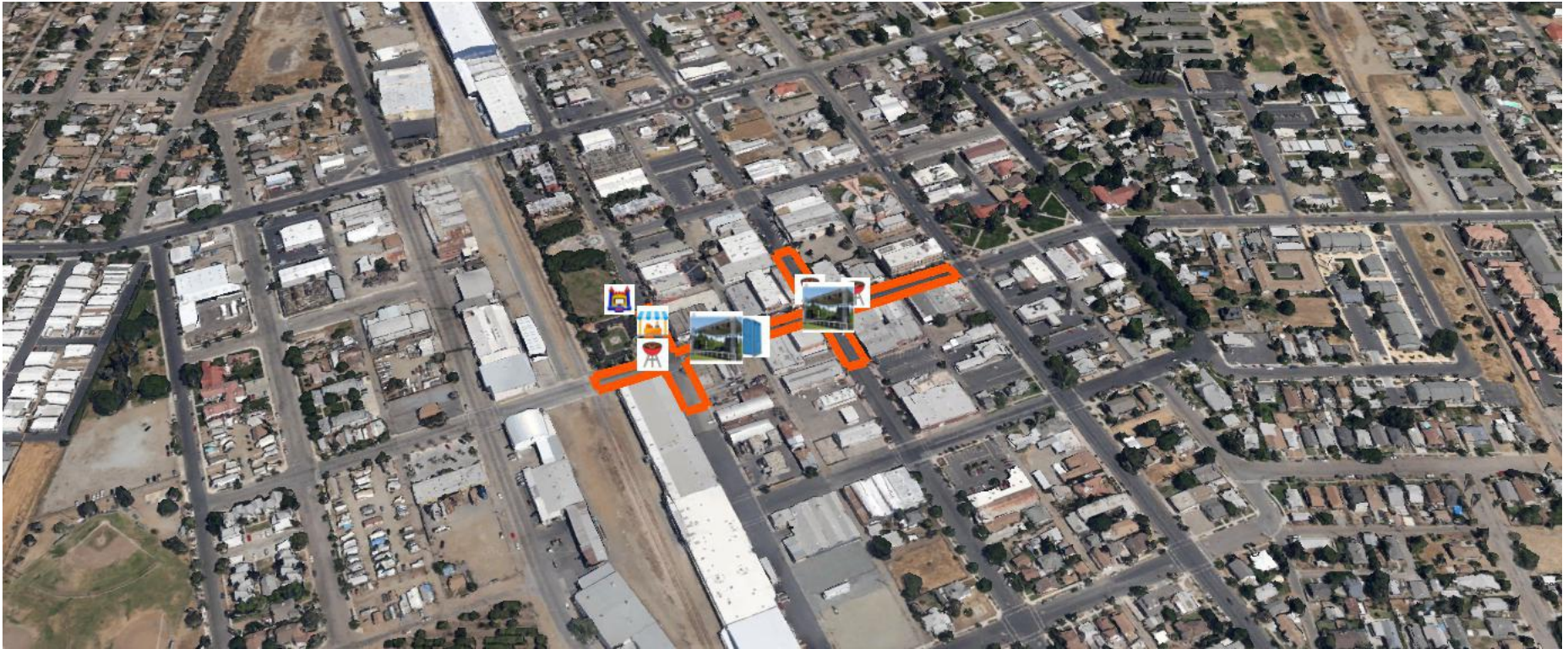
The Committee has received event exempt status from the Tulare County Environmental Health Department for the event.

FISCAL IMPACT

The City's General Fund will benefit from the TUP fee (\$400). City Services will coordinate with the Committee regarding rental and service fees for usage of City staff, lights, and barricades.

ATTACHMENTS

- Site Plan



Event Boundary



STAFF REPORT

TO: Lindsay City Council
FROM: Edward Real, Assistant City Planner
DEPARTMENT: City Services, Planning
ITEM NO.: 8.5
MEETING DATE: October 26, 2021

ACTION & RECOMMENDATION

Consider Minute Order Approval of Temporary Use Permit (TUP) No. 21-07 for Forever Young Events' Fieldhouse Climb on December 4, 2021.

BACKGROUND | ANALYSIS

Fieldhouse Climb will be Forever Young Events (FYE) first event in Lindsay. It is planned for December 4, 2021 from 8 to 11am. In previous years they have put on numerous events throughout Tulare County including End of the Trail Half Marathon in Visalia from 2016 to 2020, Sasquatch Trail Run in Woodlake, and many others. FYE's mission is not only to promote health and fitness, but a portion of the revenue is given back to the communities that host their events. In 2021, FYE donated \$1,200 to the Sequoia Riverlands Trust as well as donations to Visalia High School athletes and the nonprofit organization Visalia Runners. A portion of the proceeds from the Fieldhouse Climb will go towards a new nonprofit organized by Clint Ashcroft, McDermont X CEO, to help children get healthy and moving.

This year, FYE has proposed the Fieldhouse Climb, a 3.6 mile run beginning at McDermont X. The run route travels north along Sweetbriar Ave before crossing Tulare Rd and continuing north along Elmwood/Parkside Ave. At East Hickory St the route turns east, rounds the corner onto N Bellah Ave, before climbing East Fir St. The route then makes its way back down to McDermont X by heading south on N Harvard Ave, turning west onto Hermosa St, and finally turning north on Sweetbriar Ave. Participants will then enter McDermont X and climb 12 flights of stairs before crossing the finish line at the soccer field.

FYE has submitted a traffic plan which has been reviewed and approved by the Lindsay Department of Public Safety. Temporary no parking signs will be placed 48 hours in advance of the scheduled street closure. On the day of the event, cones will be placed along street shoulders as runners will utilize this space during the run; a ten-foot-wide vehicle lane in each direction will be maintained. Flaggers will be in place to ensure the safety of participants, pedestrians, and vehicles at all street crossings. An aid station managed by the Lindsay High School Cross Country team will be located at the 1.5 mile marker to provide first aid and water to participants.



STAFF REPORT

FISCAL IMPACT

The City's General Fund will benefit from the TUP fee (\$400).

ATTACHMENTS

- Site Plan
- Traffic Control Plan
- Fieldhouse Climb Flyer



FIELDHOUSE CLIMB

Rise to the challenge

The Fieldhouse Climb is hosted by Forever Young Events in coordination with McDermott X. The event will begin at 8am and end at 11am. Participants will start the race on Sweetbriar Ave next to McDermott X. They will follow a marked course that has no signals to cross and 1 aid station around mile 1.5 managed by the Lindsay Cross Country team.

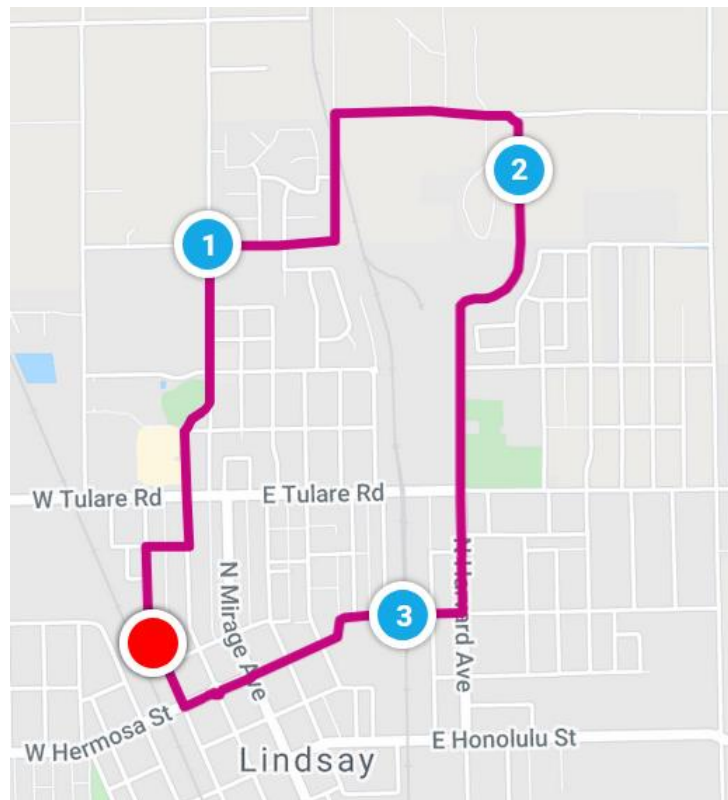
Once participants reach McDermott the stair climb challenge will begin. They will climb 4 levels twice and descend into the lower soccer field at the finish line. A portion of funds will benefit McDermott's new non profit which enables young athletes to workout.

The event will have a capacity for 750 runners, walkers, military, police, and gyms

Race Director: Michael Young













FOREVER YOUNG EVENTS



NOTES:

1. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSTALL THE TRAFFIC CONTROL DEVICES AS SHOWN HEREON, AS WELL AS ANY ADDITIONAL TRAFFIC CONTROL DEVICES AS MAY BE REQUIRED TO ENSURE THE SAFE MOVEMENT OF TRAFFIC AND PEDESTRIANS THROUGH OR AROUND THE WORK ZONE, AND PROVIDE MAXIMUM PROTECTION AND SAFETY TO CONSTRUCTION WORKERS.
2. ALL TRAFFIC CONTROL DEVICES AND THEIR PLACEMENT SHALL CONFORM TO THE REQUIREMENTS OF THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA-MUTCD), 2014 EDITION - REVISION 6.
3. PLAN IMPLEMENTATION AND DEVICE PLACEMENT SHALL BE PERFORMED BY TRAINED PERSONNEL.
4. ALL FLAGGERS SHALL BE CERTIFIED AS REQUIRED BY CAL OSHA.
5. TRAFFIC CONTROL DEVICES MUST BE MONITORED AND MAINTAINED BY THE CONTRACTOR AT ALL TIMES.
6. TRAFFIC CONTROL DEVICES SHALL NOT BE PLACED ON PRIVATE PROPERTY.
7. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL DRIVEWAYS, RESIDENCES AND BUSINESS AT ALL TIMES UNLESS OTHERWISE NOTED. CONTRACTOR SHALL NOTIFY ALL AFFECTED RESIDENCES AND BUSINESSES 72 HRS IN ADVANCE PRIOR TO CLOSURE OF A DRIVEWAY OR ACCESS.
8. ALL TRAFFIC CONTROL DEVICES SHALL BE REMOVED AT THE END OF THE WORKING DAY.
9. TEMPORARY NO PARKING SIGNS MUST BE PLACED 48 HRS IN ADVANCE OF SCHEDULE CLOSURE.

LEGEND

 SC5(CA)	 C30A(CA)	 R11-4	 R11-2
 R5-1	 R3-5(R)	 R3-5(L)	 R3-2
 TRAFFIC CONE	 SIGN		

PROJECT LOCATION



IF KRC SAFETY CO INC IS NOT PERFORMING THE ACTUAL TRAFFIC CONTROL, THEN IT IS THE RESPONSIBILITY OF THE CONTRACTOR OR SUBCONTRACTOR TO ENSURE THAT PROPERLY TRAINED PERSONNEL MAINTAIN AND MAKE NEEDED FIELD ADJUSTMENTS FOR UTMOST VEHICULAR AND PEDESTRIAN SAFETY. IF A TRAFFIC CONTROL SET UP VARIES FROM, AND OR CHANGES ARE MADE TO THE APPROVED TRAFFIC CONTROL PLAN, THE CONTRACTOR SHALL ASSUME ALL RESPONSIBILITY AND RISK ASSOCIATED WITH IMPLEMENTATION, MAINTENANCE AND REMOVAL OF THE TRAFFIC CONTROL.

EVENT COORDINATOR:
FOREVER YOUNG EVENTS

CONTACT:
MICHAEL YOUNG
559-303-2887

AGENCY/ LOCATION:
**-LINDSAY-
N SWEETBRIAR AVE &
W FRAZIER ST**

EVENT:
FIELDHOUSE CLIMB

START DATE:
12.04.2021

EVENT HOURS:
PER PERMIT

DURATION:
1 DAY

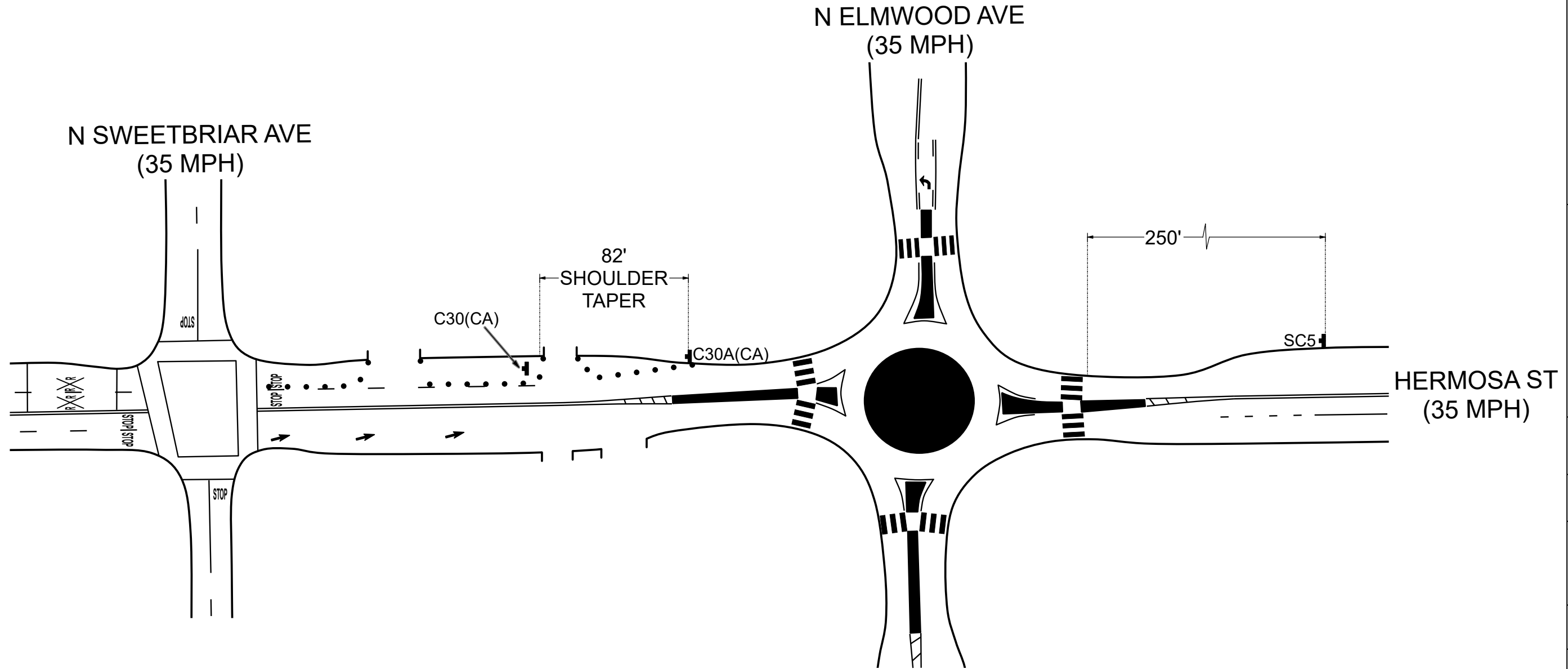
SUBMITTAL:
07.26.21 - SUBMITTED

TCP DRAWN BY:
Hannah L (HannahL@krccsafety.com)

COVER SHEET

SHEET:
1 OF 3

IF KRC SAFETY CO INC IS NOT PERFORMING THE ACTUAL TRAFFIC CONTROL, THEN IT IS THE RESPONSIBILITY OF THE CONTRACTOR OR SUBCONTRACTOR TO ENSURE THAT PROPERLY TRAINED PERSONNEL MAINTAIN AND MAKE NEEDED FIELD ADJUSTMENTS FOR UTMOST VEHICULAR AND PEDESTRIAN SAFETY. IF A TRAFFIC CONTROL SET UP VARIES FROM, AND OR CHANGES ARE MADE TO THE APPROVED TRAFFIC CONTROL PLAN, THE CONTRACTOR SHALL ASSUME ALL RESPONSIBILITY AND RISK ASSOCIATED WITH IMPLEMENTATION, MAINTENANCE AND REMOVAL OF THE TRAFFIC CONTROL.



EVENT COORDINATOR:
 FOREVER YOUNG
 EVENTS

CONTACT:
 MICHAEL YOUNG
 559-303-2887

AGENCY/ LOCATION:
 -LINDSAY-
 N SWEETBRIAR AVE &
 W FRAZIER ST

EVENT:
 FIELDHOUSE CLIMB

START DATE:
 12.04.2021

EVENT HOURS:
 PER PERMIT

DURATION:
 1 DAY

SUBMITTAL:
 07.26.21 - SUBMITTED

TCP DRAWN BY:
 Hannah L (HannahL@krccsafety.com)

TCP 1

SHEET:
 3 OF 3





FIELDHOUSE CLIMB

Rise to the challenge



RUN. GRIT. CLIMB

12.4.2021

www.FIELDHOUSECLIMB.com

3.6 miles// 12 Flights of Stairs





Proclamation

WHEREAS, nurse practitioners (NPs) serve as trusted frontline providers of health care for patients in California; and

WHEREAS, NPs are advanced practice registered nurses (APRNs) who have advanced clinical education and training building upon their initial registered nurse preparation; and

WHEREAS, there are 270,000 licensed nurse practitioners in the United States providing primary, acute and specialty care to patients of all ages and walks of life; and

WHEREAS, nurse practitioners diagnose, treat and prescribe medications and other treatments to patients through a caring, patient-centered, holistic model of care; and

WHEREAS, leading governmental and policy entities including the National Academy of Medicine, National Council of State Boards of Nursing, National Governors Association and Federal Trade Commission have taken notice of the benefits of nurse practitioner Full Practice Authority and have endorsed such a regulatory model; and

WHEREAS, the City of Lindsay is proud to recognize and honor the service of nurse practitioners to our community.

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 proclaim November 7th – 13th, 2021 as Nurse Practitioner Week in the City of Lindsay.

IN WITNESS WHEREOF, I hereby set my hand and caused the Seal of the City of Lindsay to be affixed this 26th day of October 2021.

LINDSAY CITY COUNCIL

Ramona Caudillo, Mayor



STAFF REPORT

TO: Lindsay City Council
FROM: Neyba Amezcua, Acting Director of City Services and Planning &
Mayra Espinoza-Martinez, City Clerk
DEPARTMENT: City Services and Planning
ITEM NO.: 8.7
MEETING DATE: October 26, 2021

ACTION & RECOMMENDATION

Second Reading of **Ordinance 590**, Amending Chapter 8.34 of Title 8 of the Lindsay Municipal Code, Amending Organic Waste Recycling.

BACKGROUND | ANALYSIS

The goal of Senate Bill 1383 (SB 1383) is to reduce methane emissions (“short-lived climate pollutants”) from landfills that are generated by the disposal of food waste, yard waste and other organic materials. SB 1383 also includes a variety of mandates that will take effect on January 1, 2022. These requirements will impact commercial and residential, schools, and special districts waste collection, city procurement practices, edible food recovery efforts, recordkeeping and reporting, ordinances and policies, education, outreach, and enforcement.

SB 1383 establishes targets to achieve a 50 percent reduction in the level of the statewide disposal of organic waste from the 2014 level by 2020, and a 75 percent reduction by 2025. It establishes an additional target that not less than 20 percent of edible food that is currently disposed of is recovered for human consumption by 2025.

To achieve these reductions, CalRecycle, which oversees State recycling and waste management programs, issued a sweeping set of prescriptive regulations for cities and counties in November 2020. These requirements must be implemented on January 1, 2022, and local jurisdictions must begin enforcement no later than January 1, 2024.

Below is a summary of key major requirements for cities:

- Collect organic waste from commercial businesses that meet generation thresholds and from single-family residential households and multifamily complexes.
- Conduct education and outreach to all affected parties.
- Utilize a color-specific, bin-based system to collect recycling, organics, and trash.
- Establish an edible food recovery program starting with larger food service businesses such as grocery stores and expanding to larger restaurants and events and event venues.
- Procure recycled organic waste products (i.e., compost, mulch, and renewable natural gas) and electricity derived from biomass conversion at levels based on City population.



STAFF REPORT

- Establish (via ordinance and otherwise) all required enforcement protocols that include a schedule of fines for non-compliant accounts. This ordinance must match State-developed standards, including a minimum fine structure.
- Prepare ordinances for organic-related construction and demolition debris.

SB 1383 is the most significant waste reduction mandate the State of California has adopted in the last 30 years. Since the law establishes statewide targets, a prescriptive approach to compliance is being used by the State. This is very different from AB 939 (Integrated Waste Management Act), which set jurisdictional waste diversion mandates and allowed local governments to develop their own programs for reaching compliance. SB 1383 builds on and incorporates the State's current mandatory commercial organics and recycling requirements (AB 341 and AB 1826). Similar to these existing requirements, SB 1383 places responsibility on the jurisdiction to ensure compliance by regulated accounts.

Failure to enact and undertake all SB 1383 responsibilities will result in the city being deemed non-compliant and subject to fines of up to \$10,000 per day. While the State is suggesting that 2022 and 2023 will be non-adversarial years where the State will only provide guidance and technical assistance, the regulations do not preclude fines being levied on the City during this two-year "grace" period.

The city recently renewed its contract with franchise solid waste hauler, Mid Valley Disposal (MVD). City staff is working in partnership with MVD staff to evaluate the impacts of SB 1383 on the City's solid waste collection and disposal structure and incorporate changes of collection to meet new organics waste and recycling measures. Increases in waste collection services fees were recently adopted and are expected to provide financial support for implementation of the SB 1383 required measures.

The City has determined that the proposed amendment would be categorically exempt from California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15060(c)(2) and (c)(3).

FISCAL IMPACT

All refuse collection and disposal costs (as well as recycling efforts) are included in Fund 554, Refuse Enterprise Fund.

As these are new collection, recycling, educational and reporting requirements, analysis of impacts to Fund 554 will require close monitoring to confirm increases are sufficient now and into the future to carry out state mandates requirements of SB 1383.

ATTACHMENTS

- Ordinance 590 – Redline Copy

Ordinance No. 590

AN ORDINANCE OF THE COUNCIL OF THE CITY OF LINDSAY AMENDING CHAPTER 8.34 OF TITLE 8 OF THE LINDSAY MUNICIPAL CODE, AMENDING ORGANIC WASTE RECYCLING

Section 1. PURPOSE.

The City of Lindsay finds and declares:

Section 2. FINDINGS.

WHEREAS, State recycling law, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) Solid Waste generated in their Jurisdictions to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment;

WHEREAS, State recycling law, Assembly Bill 341 of 2011 (approved by the Governor of the State of California on October 5, 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code, as amended, supplemented, superseded and replaced from time to time), places requirements on businesses and Multifamily property owners that generate a specified threshold amount of Solid Waste to arrange for recycling services and requires Jurisdictions to implement a Mandatory Commercial Recycling program;

WHEREAS, State organics recycling law, Assembly Bill 1826 of 2014 (approved by the Governor of the State of California on September 28, 2014, which added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time), requires businesses and Multifamily property owners that generate a specified threshold amount of Solid Waste, Recycling, and Organic Waste per week to arrange for recycling services for that waste, requires Jurisdictions to implement a recycling program to divert Organic Waste from businesses subject to the law, and requires Jurisdictions to implement a Mandatory Commercial Organics Recycling program;

WHEREAS, SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. The regulations place requirements on multiple entities including Jurisdictions, residential households, Commercial Businesses and business owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Organizations, and Food Recovery Services to support achievement of Statewide Organic Waste disposal reduction targets;

WHEREAS, SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires Jurisdictions to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations. This ordinance will also help reduce food insecurity by requiring Commercial Edible Food Generators to arrange to have the maximum amount of their Edible Food, that would otherwise be disposed, be recovered for human consumption.

Section 3. CODE ADOPTION.

Chapter 8.34 of Title 8 is hereby enacted and added to the City of Lindsay Municipal Code to read in its entirety as follows”

**Chapter 8.34
ORGANIC WASTE RECYLING**

8.34.010. Definitions

8.34.020. Mandatory Service

~~8.34.020. Availability of Organic Recycling Service; Hauler Requirements~~

8.34.030. Organic Waste Generators

8.34.040. Waivers

8.34.050. Commercial Edible Food Generators

8.34.060. Food Recovery Organizations and Services

8.34.070. Haulers and Facility Operators

8.34.080. Self-Hauler Requirements

8.34.090. Inspections and Investigations

8.34.100. Enforcement

8.34.110. Procurement Requirements for City Departments, Direct Service Providers, and Vendors

~~8.34.030. Timing for Mandatory Commercial Organic Waste Recycling~~

~~8.34.040. Public Nuisance Declared~~

~~8.34.050. Violations~~

8.34.010. Definitions.

Notwithstanding any other provision in this code, the following words and phrases shall, for the purposes of this Chapter, have the meanings respectively ascribed to them by this section as follows.

A. Agency means the City of Lindsay.

~~B. Authorized Hauler means any person or business entity which lawfully collects, accepts, transports or otherwise processes Recyclable Materials from Generators for a fee or profit through a proper permit, business license or other regulatory structure or authorization issued by the Agency.~~

B. Blue Container means a container where either: (1) the lid of the container is blue in color or (2) the body of the container is blue in color and the lid is either blue, gray, or black in color and shall be used for the purpose of storage and collection of Source Separated Recyclable Materials.

C. Brown container means a container where either: (1) the lid of the container is brown in color or (2) the body of the container is brown in color and the lid is either brown, gray, or black in color.

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D. Collect or Collection means to take physical possession of and remove Solid Waste or Recyclable Materials at the place of generation.

E. Commercial Business or Commercial means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling.

~~C. Business means any commercial entity, including, but no limited to: proprietorship, firm, partnership, person in representative or fiduciary capacity, association, venture, trust, corporation which is organized for financial gain or for profit; or non-profit corporation or entity, or industrial or manufacturing, restaurant, retail facility, office, markets, office buildings, hotels, motels, shopping centers, and theaters.~~

~~D. A. Collect or Collection means to take physical possession of and remove Solid Waste or Recyclable Materials at the place of generation.~~

E. F. Commercial Customer means any facility that is not a residential facility and includes any commercial facility, including but not limited to, a commercial facility, restaurant, retail facility, office, manufacturing or industrial facility, markets, office buildings, hotels, motels, shopping centers, theaters, and Multi-family Dwelling units, located within the boundaries of the Agency. For the purposes of this section, school accounts are considered commercial customers. For the purposes of this section, mobile home and multifamily complexes that exceed 5 units are considered commercial.

G. Commercial Edible Food Generator means a commercial edible food generator that is one of the following:

1. Tier One

a. Supermarket

b. Grocery store with a total facility size equal to or greater than 10,000 square feet

c. Food service provider

d. Food distributor

e. Wholesale food vendor

2. Tier Two

a. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet

b. Hotel with an on-site food facility and 200 or more rooms

c. Health facility with an on-site food facility and 100 or more beds

d. Large venue is a large event that charges admission price or is operated by a local Agency

e. Large event is a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility

f. A state agency with a cafeteria with 250 or more seats or a total cafeteria facility size equal to or greater than 5,000 square feet

g. A local education agency with an on-site food facility

H. Compliance Review means a review of records by a Jurisdiction to determine compliance with this ordinance.

I. Compost means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility.

J. Container Contamination or Contaminated Container means a container, regardless of color, that contains Prohibited Container Contaminants.

~~F. Compost is defined in state law (Public Resources Code Section 40116) as the product resulting from the controlled biological decomposition of organic wastes that are source separated from the municipal waste stream, or which are separated at a centralized facility. Compost may also include the product of anaerobic digestion or other conversion technologies.~~

~~G. Compostable Material or Compostables mean green waste and other material that can be broken down into, or otherwise become part of the, usable Compost in a safe and timely manner, such as for use as soil-conditioning material. Compostable Material (California Public Resources Code Section 40116) includes vegetable, yard and wood wastes which are not hazardous waste. Compostable materials may also include disposal plastic food service ware and bags if labeled "Compostable," in accordance with the Department of the Environment regulations for easy identification, meeting the ASTM Standard Specification (D6400) for compostable plastics, and consistent with the state labeling law (California Public Resources Code Section 42359) that any plastic bag or food container labeled "compostable" must meet the ASTM Standard Specification for compostable plastics.~~

K. C&D means construction and demolition debris.

L. Designee means an entity that a city contracts with or otherwise arranges to carry out any of the City's responsibilities of this ordinance. A Designee may be a government entity, a hauler, a private entity, or a combination of those entities.

H.M. Disposal means the final disposition of Solid Waste at a permitted Landfill or other permitted solid waste disposal facility, as defined in California Public Resources Code 40192.

I.N. Diversion or Divert means the reduction or elimination of Solid Waste from solid waste disposal in accordance with California Public Resources Code 41024.

O. Edible Food means food intended for human consumption. For the purposes of this ordinance Edible Food is not Solid Waste if it is recovered and not discarded. Nothing in this ordinance requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.

P. Enforcement Action means an action of the City to address non-compliance with this ordinance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

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Q. Enforcement Official means the city manager, chief operating officer, executive director, or other executive in charge or their authorized designee(s) who is/are partially or whole responsible for enforcing the ordinance.

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R. Food Distributor means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores.

S. Food Facility means an operation that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption at the retail level (Refer to Section 113789 of the Health and Safety Code for a complete definition).

T. Food Recovery means actions to collect and distribute food for human consumption that otherwise would be disposed.

U. Food Recovery Organization means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities including, but not limited to:

1. A food bank as defined in Section 113783 of the Health and Safety Code;
2. A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,
3. A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

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J. Food Vendor means any and all sales outlets, stores, shops, vehicles or other places of business located or operating within the jurisdictional boundaries of the Agency that operate primarily to sell or convey foods or beverages to consumers.

V. Food Recovery Service means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery.

W. Food Scraps means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.

X. Food Service Provider means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations.

Y. Food-Soiled Paper is compostable paper material that has encounter food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.

Z. Food Waste means Food Scraps, and Food-Soiled Paper.

K. Generator means a resident, owner or responsible party for a commercial facility(ies) or business, including non-residential property which generates recyclable or compostable materials as a result of its business, commercial facility(ies) or property activity. Generator may also include tenants, property managers for facilities with leased space, employees and contractors of Generator, as well as a responsible party for special events. Generator also includes the Agency, its facilities, and its nonresidential properties.

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AA. Gray Container means container used only for the purpose of storage and collection of garbage.

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BB. Green Container means a container used only for the purpose of storage and collection of Source Separated Organic Waste including food waste.

CC. Grocery Store means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments.

DD. Hauler means any person or commercial entity which lawfully Collects, hauls, or transports Solid Waste for a fee by use of any means, including but not limited to a dumpster truck, roll-off truck, side-load, front-load, rear-load garbage truck or a trailer.

EE. Hauler Route means the designated itinerary or sequence of stops for each segment of the City's collection service area.

FF. Inspection means a site visit where a city or City designee reviews records, containers, and an entity's collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this ordinance).

GG. Landfill means a permitted disposal site which accepts Solid Waste.

HH. Multi-Family Residential Dwelling means residential premises with five (5) or more dwelling units.

N. Multi-family Dwelling Units means a residential structure having multiple residences which may be classified as residential (with individual billings for each residence) or commercial (with a single billing for each complex).

II. "Non-Compostable Paper" includes but is not limited to paper that is coated in a plastic material that will not breakdown in the composting process.

II. Non-Organic Recyclables means non-putrescible and non-hazardous recyclable wastes including but not limited to bottles, cans, metals, plastics, and glass.

KK. Notice of Violation (NOV) means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties.

LL. Organic Waste means Solid Wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, lumber, wood, Paper Products, Printing and Writing Paper.

MM. Organic Waste Generator means a person or entity that is responsible for the initial creation of Organic Waste.

NN. Prohibited Container Contaminants means discarded materials that are not acceptable Recyclable Materials to be placed in the blue container; discarded materials that are not acceptable Source Separated Organic waste to be placed the green container; and discarded materials that are not acceptable to be placed in the Gray Container and Excluded Waste placed in any container.

OO. Recovered Organic Waste Products means products made from California, landfill-diverted recovered Organic Waste processed in a permitted or otherwise authorized facility.

PP. Recovery means any activity or process of diverting organic waste from the landfill, processed at an approved "Recycling Center", Composting Facility, In-Vessel Digestion Operation or Facility, Biomass Conversion Operation or Facility, or used as soil amendment for erosion control, revegetation, slope stabilization, or landscaping.

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~~OO. Recycled-Content Paper means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber.~~

~~O. Organics means the same definition as Compostable Material.~~

~~P. Recycle or Recycling means the process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become Solid Waste and returning them for use or reuse in the form of raw materials for new, used or reconstituted products which meet the quality standard necessary to be used in the market place as defined in Public Resources Code 40180. Recycling does not include burning, incinerating, or thermally destroying solid waste, as defined in Public Resources Code Section 40201.~~

~~Q.RR. Recycling Facility means a Recycling, material recovery or re-use facility that is fully licensed, certified and eligible under federal, state and local laws and regulations and includes those material recovery or reuse facilities or operations that receive, process, and transfer to market Recyclable and/or Compostable Materials that have been Source Separated from the Solid Waste stream. The Recycling Facility may be located at a Landfill. Recycling Facility also means a facility that produces Compost.~~

~~R.SS. Recyclable Materials means materials that have been separated from the solid waste stream prior to disposal and returning them for use or reuse in the form of raw materials for new, used or reconstituted products which meet the quality standard necessary to be used in the market place and that are not landfilled. Recyclable Materials include any materials identified by Collector for which market exists, including, but not limited to: plastic bottles and jars, paper, cardboard, glass, newspaper, metal container, cans, as well as Compostable materials such as green waste, yard waste, and food waste.~~

~~TT. Responsible Party means the individual or entity responsible for the Generator's management of Solid Waste and/or Recycling at the Generator's Commercial Facility, Business, nonresidential property, or Special Event.~~

~~S.UU. Route Review means a visual Inspection of containers along a Hauler Route for the purpose of determining Container Contamination and may include mechanical Inspection methods such as the use of cameras.~~

~~VV. Rubbish means non-putrescible Solid Waste, such as ashes, paper, cardboard, tin cans, yard waste, wood, glass, bedding, crockery, plastics, rubber-by-products and litter.~~

~~WW. 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.~~

~~T.XX. SB 1383 Regulations or SB 1383 Regulatory means or refers to, for the purposes of this ordinance, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.~~

~~U.YY. Scavenging or Scavenger means the uncontrolled and unauthorized removal of Recyclable Materials at any point in the solid waste management system.~~

ZZ. Self-Hauler means a person, who hauls Solid Waste or Liquid Waste, Organic Waste or recyclable material they have generated using their own equipment.

V. Self Haul or Self Hauling means a Generator or Responsible Party who transports his or her own Recyclable or Compostable Materials to a Recycling Facility by using a vehicle owned by that Generator or Generator's employees or the Responsible Party rather than using the hauling services of a Franchise Hauler or Authorized Recycler.

AAA. Single-Family means of, from, or pertaining to any residential premises with fewer than five (5) units.

W. Solid Waste means all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, Trash, refuse, paper, Rubbish, ashes, industrial wastes, demolition and construction wastes, discarded home and industrial appliances, 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 semi-solid wastes. Solid Waste does not include hazardous waste or low-level radioactive waste defined in Health and Safety Code Section 25117 and 25141.

BBB. Solid Waste has the same meaning as defined in State Public Resources Code Section 40191, which defines Solid Waste as all putrescible and non-putrescible 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, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:

1. Hazardous waste, as defined in the State Public Resources Code Section 40141.
2. Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).
3. Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in State Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the State Public Resources Code.

X. Source Separated or Source Separation means the process of removing Recyclable Materials from Solid Waste at the place of discard generation, prior to collection, into separate containers that are separately designated for Recyclables, Compostables or Trash for the purposes of Recycling.

CCC. Source Separated means materials, including commingled recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace. For the purposes of the ordinance, Source Separated shall include separation of

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materials by the generator, property owner, property owner's employee, property manager, or property manager's employee into different containers for the purpose of collection such that Source Separated materials are separated from grey Container Waste or other Solid Waste for the purposes of collection and processing.

DDD. Source Separated Green Container Organic Waste means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate collection of Organic Waste by the generator, excluding carpets, Non-Compostable Paper, and textiles.

EEE. Source Separated Recyclable Materials means Source Separated Non-Organic Recyclables.

FFF. State means the State of California.

GGG. Supermarket means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items.

HHH. Special Event means a community, public, commercial, recreational or social event which may serve food or drink and which may require a permit from the Agency. Special event may include the temporary or periodic use of a public street, publicly owned site or facility, or public park.

Y. Special Event means a community, public, commercial, recreational or social event which may serve food or drink and which may require a permit from the Agency. Special event may include the temporary or periodic use of a public street, publicly owned site or facility, or public park.

Z. Trash means material that is designated for Landfill Disposal by the collector and does not include either Recyclable Materials or Compostables. The term Trash does not include hazardous waste, as defined in California Health and Safety Code Sections 25117 and 25141.

8.34.020. Mandatory Service

A. The accumulation, collection, removal and disposal of rubbish, solid waste, green waste, segregated recyclable, and organic waste, shall be controlled by the city for the protection of the public health, safety and welfare and to contribute towards the diminution of air pollution in the city. The city council finds that to give practical effect, a comprehensive system for the periodic collection, removal and disposal of rubbish and garbage and the collection, removal and disposal and/or composting of green waste, from all premises in the city is essential and benefits all occupants of premises in the city, and, therefore, all such occupants are made liable for the rubbish and garbage collection charges and the green waste collection charges established by the council for the collection and disposal of garbage and green waste, and each occupant shall pay at least the minimum rate established for such services.

B. Every person owning or occupying a residence or commercial establishment shall subscribe to solid waste, organic waste, and segregated recyclable collection.

C. For residential real properties, nonpayment of collection and/or disposal fees will result in an assessment in the amount of the unpaid fees, being added to the real property tax bill of the owner of the property.

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D. For commercial properties, the city shall retain the right to pursue any and all remedies available against either the property owner or any lessee, whoever may be in possession of the premises.

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E. No person shall throw or deposit, or cause to be thrown or deposited, any solid waste matter in or upon any vacant lot, street, alley, gutter, highway, park or other public place or keep any residential solid waste except in the manner prescribed by this chapter.

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F. No person shall deposit solid waste in the container of another person or set out solid waste for collection at another person's service location, except as may be established by the city administrator or the city administrator's designee where the city administrator has knowledge of construction, demolition or other temporary obstacles which prevent the use of or access to permanent service locations.

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G. No customer shall permit or consent to another person depositing solid waste in their container or setting out solid waste for collection at their place or premises; except that this provision shall not apply where the city administrator or the city administrator's designee has established a temporary service location because the city administrator has knowledge of construction, demolition or other temporary obstacles which prevent the use of or access to permanent service locations.

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H. It is unlawful for any person to place, put, deposit or burn any rubbish and/or garbage, or cause the same to be placed, put, deposited or burned in or upon any public street, park, lane, place or alley in the city.

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I. No person shall burn solid waste of any kind in a home heating furnace, fireplace or wood stove, excepting that nonplasticized waste paper may be used for kindling of fires in wood burning appliances.

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8.34.020 Availability Of Organic Recycling Service; Hauler Requirements

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8.34.030. Organic Waste Generators

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A. All generators shall subscribe to the City's three-container organic waste collection services for all organic waste and to comply with source-separation requirements by placing garbage in the gray container, recyclables in the blue container, and organic materials such as green waste and food waste in the green container.

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B. Single Family dwellings shall subscribe to City's three-container organic waste collection services for all organic waste generated by placing garbage in the Gray container, recyclables in the blue container, and organic materials such as green waste and food waste in the green container.

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C. Multi-Family Residential dwellings shall subscribe to City franchise hauler's three-container organic waste collection services for all organic waste generated by placing garbage in the Gray container, recyclables in the blue container, and organic materials such as green waste and food waste in the green container.

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1. Provide adequate number, size, and location of collection containers with sufficient labels or colors consistent with City's blue, green, and brown collection services containers for employees, contractors, and tenants.

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2. Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep Source Separated Green Container Organic Waste and Source Separated Recyclable Materials separate from Gray Container Waste (when applicable) and the location of containers and the rules governing their use at each property.

D. Commercial Businesses shall subscribe to City's three-container organic waste collection services for all organic waste generated by placing garbage in the Gray container, recyclables in the blue container, and organic materials such as green waste and food waste in the green container.

1. Provide adequate number, size, and location of collection containers with sufficient labels or colors consistent with City's blue, green, and brown collection services containers for employees, contractors, and tenants.

2. Commercial Businesses that generate organic waste and recyclable materials shall provide green containers for the collection of organic waste and blue containers for recyclable materials in all indoor and outdoor areas where disposal containers are provided for customers, for materials generated by the business. The containers shall be provided through the City's organic waste collection services provider.

3. Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep Source Separated Green Container Organic Waste and Source Separated Recyclable Materials separate from Gray Container Waste (when applicable) and the location of containers and the rules governing their use at each property.

~~A. A hauler operating within the Agency must make available to all businesses and residents of the Agency the organic waste recycling service described in either subsection (B)(1) or subsection (B)(3) of California Public Resources Code section 42649.81, which must include a collection cycle which coincides with the collection of other integrated waste as provided in section 8.12.050 and 8.12.060 of this code and complies with said section of this code. The organic waste recycling services provided by a hauler must ensure that the organic waste goes through either a source separated or mixed processing system as identified in Public Resources Code section 42679.82(c)(3).~~

~~B. The charges for receipt of organic waste recycling services from a hauler shall be established as provided in the current disposal charges fee schedule. Pursuant to Public Resources Code section 42649.85, the Agency may, by a resolution of the City Council duly adopted after a public hearing, establish and charge each organic waste generator a fee sufficient to recover the City's costs incurred in complying with Chapter 12.9 of Part 3 of Division 30 of the Public Resources Code. Charges and fees hereunder shall be collectable jointly with invoices issued pursuant to section 8.04.300 of this code.~~

~~C. Education and Outreach: All hauler education and outreach to the Agency, and its businesses and residents, must cover the topic of organic waste recycling.~~

~~D. Customer Compliance Program: A hauler must implement customer compliance program, which periodically estimates the amount of organic waste generated by each business to which the hauler provides any service within the Agency, in order to~~

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determine if organic waste recycling services are required to be arranged under the terms of this Chapter. A hauler's customer compliance program must be approved by the City Manager or designee and need not cover any business which already receives organic waste recycling services. A customer compliance program which consists of periodic random assessments and inspections, of the waste generated by random business customers who do not already receive organic waste recycling services, shall be deemed sufficient if it requires the hauler to document the results of each such assessment and inspection on a standard form approved by the City Manager or designee.

E. ~~Notifications: A hauler must within ten (10) business days notify, in writing, each business of the need to receive organic waste recycling services, and the hauler's reasonable requirements for receipt of such services, whenever it becomes reasonably apparent to the hauler that such services are required by this Chapter, Public Resources Code section 42649.81 and any other applicable law, or the business is a customer who is not in compliance with the organic waste services requirements reasonably imposed by the hauler. The hauler must follow up with a business receiving any such notice within a reasonable time, not to exceed thirty (30) days, to inspect and assess whether said business appears to have come into compliance with matters identified in the written notice from the hauler. If reasonable steps to cure any non-compliance have been commenced by the business, the hauler may schedule a second follow-up assessment and inspection, not to exceed ninety (90) days after the original notice, to assess whether said business appears to have come into compliance with matters identified in the written notice from the hauler. Upon a second or further consecutive instance of apparent non-compliance with the same requirement, the hauler must provide written notice within ten (10) days to the Agency of all apparent items of non-compliance.~~

F. ~~Periodic Reports from Hauler: A hauler must periodically, and no less than quarterly, provide an accurate written report, which may be combined with a report to the City Manager covering all of the following:~~

- ~~1. Any data and other information that cities are required to compile under federal and state law pertaining to organic waste recycling;~~
- ~~2. The number of known businesses within the Agency which are required to by state or federal law to engage organic waste recycling and the number of them which are engaged in organic waste recycling;~~
- ~~3. On land after August 1, 2017;~~
 - ~~a. the progress achieved in increasing compliance from businesses with organic waste recycling service requirements;~~
 - ~~b. the progress achieved in education and outreach pertaining to organic waste recycling requirements;~~
 - ~~c. the progress achieved in identification and monitoring of compliance of businesses who are required to engage in organic waste recycling;~~
 - ~~d. concerns and issues with any exemptions, if any, provided for in this Chapter; and~~
 - ~~e. concerns and other issues with the Agency's enforcement efforts, if any.~~

~~G. Agency Reports to State of California: The City Manager or designee must ensure that all reports required by Public Resources Code section 42649.82(f) find the California Department of Resources Recycling and Recovery, or its successor agency, are timely prepared and obtain approval of the City Council, as necessary, at least thirty (30) days prior to the deadline for their submittal to the appropriate state agency.~~

8.34.030 Timing For Mandatory Commercial Organic Waste Recycling

8.34.040. Waivers

The City may waive a Commercial Business' or property owner's obligation (including Multifamily Residential Dwellings) to comply with some or all of the recyclable materials and/or Organic Waste requirements of this ordinance.

A. De Minimis Waivers

Commercial Businesses Requesting a de minimis waiver shall:

1. Submit an application specifying the services that they are requesting a waiver from and provide either of the following documentation.

a. The Commercial Business' total Solid Waste collection service is two cubic yards or more per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 20 gallons per week per applicable container of the business' total waste; or,

b. The Commercial Business' total Solid Waste collection service is less than two cubic yards per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 10 gallons per week per applicable container of the business' total waste.

2. Notify City if circumstances change such that Commercial Business's Organic Waste exceeds threshold required for waiver, in which case waiver will be rescinded.

3. Provide written verification of eligibility for de minimis waiver every 5 years if City has approved de minimis waiver.

B. Physical Space Waiver

1. Submit an application form specifying the type(s) of collection services for which they are requesting a compliance waiver.

2. Provide documentation that the premises lack adequate space for Blue Containers and/or Green Containers including documentation from the hauler, licensed architect, or licensed engineer.

3. Provide written verification to City that it is still eligible for physical space waiver every five years if City has approved application for a physical space waiver.

City will confer with staff, the hauler, licensed architect, or licensed engineer of the premises lack of adequate space for the collection containers required for compliance with the Organic Waste collection requirements.

C. Collection Frequency

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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.

D. Review and Approval of Waivers by City

Waivers applications shall be submitted to the City Services Department and city services staff will review and approve or provide comment for conditional approval based on the information provided on the application or shall not approve the application based on information provided on the application.

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A. Each of the following businesses within the Agency, including all multi family properties within the Agency with five (5) or more units, must within the later of thirty (30) days after enactment of this chapter or after reaching the threshold below applicable to such business, arrange for and thereafter maintain periodic collection and recycling services from a hauler, for all organic waste generated by the business within the Agency:

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1. On and after April 1, 2016, a business that generates 8 cubic yards or more of organic waste per week;
2. On and after January 1, 2017, a business that generates 4 cubic yards or more of organic waste per week;
3. On and after January 1, 2019, a business that generates 4 cubic yards or more of commercial solid waste; and
4. On or after January 1, 2020, if the state Department of Resources Recycling and Recovery determines that statewide disposal of organic waste has not been reduced to fifty percent (50%) of the level of disposal during 2014, a business that generates 2 cubic yards or more per week of commercial solid waste, unless the Department of Resources Recycling and Recovery determines that requiring organic waste recycling by such a business will not result in significant additional reductions of organics disposal.

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B. A business which provides property management services and which receives integrated waste collection services for any commercial, institutional or multi family residential property with five (5) or more units, is required to contract or otherwise make available organic waste recycling services for the occupants of such properties after the requirements of subsection A of this section are triggered.

C. Each business within the Agency must not interfere with any City or hauler assessment or inspection of its waste carried out under this code.

8.34.050. Commercial Edible Food Generators

8.34.040 Public Nuisance Declared

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A. Tier One Commercial Edible Food Generators must comply with the requirements of this Section commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024.

B. Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.

C. Commercial Edible Food Generators shall comply with the following requirements:

1. Arrange to recover the maximum amount of Edible Food that would otherwise be

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disposed.

2. Contract with or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for:

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a. the collection of Edible Food for Food Recovery; or

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b. acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.

3. Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.

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4. Allow City's designated enforcement entity or designated third party enforcement entity to access the premises and review records.

5. Keep records that include the following information:

a. A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement.

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b. A copy of all contracts or written agreements with Food Recovery Service or organization.

c. A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:

i. The name, address and contact information of the Food Recovery Service or Food Recovery Organization.

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ii. The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization

iii. The established frequency that food will be collected or self-hauled.

iv. The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.

6. No later than September 1, 2022, submit an annual Food Recovery report to the City for the period of January 1, 2022, through June 30, 2022, that includes the list of Food Recovery Organizations and Services contracted to receive recovered edible food and the amount of edible food in pounds collected for each Food Recovery Organizations and Services. Submit annual Food Recovery report to the City July 1, 2023, and on or before July 1 each year thereafter for the period covering the entire previous calendar year.

D. Nothing in this ordinance shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added

Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

Each violation of any provision of this Chapter is hereby declared to be a public nuisance and may be bated pursuant to all available remedies.

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8.34.050 Violations

8.34.060. Food Recovery Organizations and Services

A. Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement shall maintain the following records otherwise:

1. The name, address, and contact information for each Commercial Edible Food Generator from which the service collects edible food.
2. The quantity in pounds of edible food collected from each Commercial Edible Food Generator per month.
3. The quantity in pounds of edible food transported to each Food Recovery Organization per month.
4. The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports edible food to for Food Recovery.

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B. Food Recovery Organizations collecting or receiving edible food directly from Commercial Edible Food Generators, via a contract or written agreement shall maintain the following records:

1. The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives edible food.
2. The quantity in pounds of edible food received from each Commercial Edible Food Generator per month.
3. The name, address, and contact information for each Food Recovery Service that the organization receives edible food from for food recovery.

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C. Nothing in this ordinance shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

D. Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the City and contract with or have written agreements with one or more Commercial Edible Food Generators shall report to the City it is located in the following:

1. The list of Commercial Edible Food Generators

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2. The total pounds of edible food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators

3. The above report is due to the city by:

- i. September 1, 2022, for the period of January 1, 2022, through June 30, 2022
- ii. July 1, 2023, and on or before July 1 each year thereafter for the period covering the entire previous calendar year.

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E. Provide information and consultation to the City, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the City and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the City shall respond to such request for information within 60 days unless a shorter timeframe is otherwise specified by the City.

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Violations of this Chapter may be enforced under any applicable law. Notwithstanding any other provision of the Code, a violation of this Chapter shall not constitute a misdemeanor.

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8.34.070, Haulers and Facility Operators

A. Exclusive Franchise Hauler providing residential, commercial, or industrial Organic Waste collection services to generators within the City's boundaries shall meet the requirements and standards as set in the contract or agreement with the City and in compliance with state law.

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8.34.080, Self-Hauler Requirements

Self-Hauler application and certification shall be approved by the city and franchise hauler prior to beginning any self-haul operations.

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A. Self-Haulers shall source separate all recyclable materials and Organic Waste (materials that City otherwise requires generators to separate for collection in the City's organics and recycling collection program) generated on-site from Solid Waste in a manner consistent with the three-container system (Gray container for trash, blue container for recyclables, and green container for organic waste including food waste), or shall haul Organic Waste to a High Diversion Organic Waste Processing Facility specified by the City.

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B. Self-Haulers shall haul their Source Separated Recyclable Materials to a facility that recovers those materials; and haul their Source Separated Green Container Organic Waste to a Solid Waste facility, operation, activity, or property that processes or recovers Source Separated Organic Waste. Alternatively, Self-Haulers may haul Organic Waste to a High Diversion Organic Waste Processing Facility specified by the city.

C. Self-Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings) shall keep a record of the amount of Organic Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste; this record shall be subject to inspection by the city's designated enforcement entity or designated third party enforcement entity. The records shall be submitted to the City on a quarterly basis, beginning

April 10 of each year, or by the 10th of the month following the end of the quarter based on the calendar year. The records shall include the following information:

- a. Delivery receipts and weight tickets from the entity accepting the waste.
- b. The amount of material in cubic yards or tons transported by the generator to each entity.
- c. If the material is transported to an entity that does not have scales on-site or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.

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8.34.090 Inspections and Investigations

A. City representatives and/or its designated entity, including Designees are authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this ordinance by Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations must provide proof of compliance to the City upon request.

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B. Regulated entity shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the City's employee or its designated entity/Designee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this ordinance described herein. Failure to provide or arrange for:

- 1. access to an entity's premises; or
- 2. access to records for any inspection or investigation is a violation of this ordinance and may result in penalties described.

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C. Any records obtained by a City during its Inspections, and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.

D. City representatives, its designated entity, and/or Designee are authorized to conduct any Inspections, Remote Monitoring, or other investigations as reasonably necessary to further the goals of this ordinance, subject to applicable laws.

E. City shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints. Guidance: Jurisdiction shall develop a method to accept anonymous

complaints and require that all complaints be made in writing with specified information. See SB 1383 Regulations (14 CCR Section 18995.3) for more guidance.

8.34.100. Enforcement

A. Violation of any provision of this ordinance shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by the city enforcement official or representative. Enforcement Actions under this ordinance are issuance of an administrative citation and assessment of a fine. The procedures on imposition of administrative fines are hereby incorporated in their entirety, as modified from time to time, and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this ordinance and any rule or regulation adopted pursuant to this ordinance, except as otherwise indicated in this ordinance.

B. Other remedies allowed by law may be used, including civil action or prosecution as misdemeanor or infraction. City may pursue civil actions in the California courts to seek recovery of unpaid administrative citations or the filing of lien on the subject property. City may choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of city staff and resources.

C. Responsible Entity for Enforcement

1. Enforcement pursuant to this ordinance may be undertaken by the City Enforcement Official, which may be the city manager or their designated entity, code enforcement officer, legal counsel, or combination thereof.

D. Process for Enforcement

1. City Enforcement Officials and/or their designee will monitor compliance with the ordinance randomly and through compliance reviews, route reviews, investigation of complaints, and an inspection program (that may include remote monitoring).

2. City may issue an official notification to notify regulated entities of its obligations under the ordinance.

3. For incidences where prohibited container contaminants are found in containers, the city will issue a Notice of Violation to any generator found to have prohibited container contaminants in a container. Such notice will be provided via a cart tag or other communication immediately upon identification of the prohibited container contaminants or within five (5) days after determining that a violation has occurred. If the city observes prohibited container contaminants in a generator's containers on more than three (3) consecutive occasions, the city may assess contamination penalties on the generator.

4. With the exception of violations of generator contamination of container contents addressed under Section 17(d)(3), the city shall issue a Notice of Violation requiring compliance within 30 days of issuance of the notice.

5. Absent compliance by the respondent within the deadline set forth in the Notice of Violation, the city shall commence an action to impose penalties, via an

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administrative citation and fine, pursuant to the requirements contained in this section.

Notices shall be sent to "owner" at the official address of the owner maintained by the city finance department or if no such address is available, to the owner at the address of the dwelling or commercial property or to the party responsible for paying for the collection services, depending upon available information.

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E. Penalty Amounts for Types of Violations

The penalty levels are as follows:

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1. For a first violation, the amount of the base penalty shall be one hundred (\$100) per violation.
2. The amount of the base penalty shall not exceed two hundred dollars (\$200.00) for a second violation of the same ordinance within twelve (12) months.
3. The amount of the base penalty shall not exceed five hundred dollars (\$500.00) for each additional violation of the same ordinance within twelve (12) months.

F. Factors Considered in Determining Penalty Amount

The following factors can be used to determine the amount of the penalty for each violation within the appropriate penalty amount:

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1. The nature, circumstances, and severity of the violation(s).
2. The willfulness of the violator's misconduct.
3. Whether the violator took measures to avoid or mitigate violations of this chapter.
4. Evidence of any economic benefit resulting from the violation(s).
5. The deterrent effect of the penalty on the violator.
6. Whether the violation(s) were due to conditions outside the control of the violator.

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G. Compliance Deadline Extension Considerations

The city may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with Section 10 if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

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1. Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters.
2. Delays in obtaining discretionary permits or other government agency approvals; or,
3. Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the jurisdiction is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

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H. Appeals Process

Appeal process of citations issued is identified in Title 1, Section 1.18.100, Appeal of Administrative Citation of the Lindsay Municipal Code.

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I. Education Period for Non-Compliance

Beginning January 1, 2022 and through December 31, 2023, the city will conduct inspections, type of regulated entity, to determine compliance, and if the city determines that Organic Waste Generator, Self-Hauler, hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this ordinance and a notice that compliance is required by January 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

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J. Civil Penalties for Non-Compliance

Beginning January 1, 2024, if the city determines that an Organic Waste Generator, Self-Hauler, hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance with this ordinance, it shall document the noncompliance or violation, issue a Notice of Violation, and take Enforcement Action pursuant to Section 10, as needed.

8.34.100. Procurement Requirements for City Departments, Direct Service Providers, and Vendors.

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Procurement requirements for city departments, direct service providers, and vendors are referenced in the City of Lindsay Finance and Accounting Policies and Procedures document.

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Section 3. NO LIABILITY. The provisions of this ordinance shall not in any way be construed as imposing any duty of care, liability, or responsibility for damage to person or property upon the City of Lindsay, or any official, employee or agent thereof.

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Section 4. PENDING ACTIONS. Nothing in this ordinance or in the codes hereby adopted shall be construed to affect any suit or proceeding pending or impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance or code repealed by this ordinance, nor shall any just or legal right or remedy of any character be lost, impaired, or affected by this ordinance.

Section 5. SEVERABILITY. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this ordinance, or its application to any other person or circumstance. The City Council of the City of Lindsay hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

Section 6. CONSTRUCTION. The City Council intends this ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this ordinance shall be construed in light of that intent. To the extent the provisions of the Lindsay Municipal Code as amended by this ordinance are substantially the same as provisions in the Lindsay Municipal Code existing prior to the effectiveness of this ordinance, then those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

Section 7. EFFECTIVE DATE. The foregoing ordinance shall take effect 30 days from the date of the passage hereof. Prior to the expiration of 15 days from the passage hereof a certified copy of this ordinance shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1).

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

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council held on the ___th day of _____ 2021.

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

CITY COUNCIL OF THE CITY OF LINDSAY

Ramona Caudillo, Mayor

ATTEST:

Mayra Espinoza-Martinez, City Clerk

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STAFF REPORT

TO: Lindsay City Council
FROM: Megan N. Dodd, Assistant City Attorney
DEPARTMENT: City Attorney
ITEM NO.: 8.8
MEETING DATE: October 26, 2021

ACTION & RECOMMENDATION

Consider Approval of **Resolution 21-46**, Proclaiming a Local Emergency, Ratifying the Proclamation of a State Emergency by Governor Newsom on March 4, 2020, and Authorizing Remote Teleconference Meetings of the Legislative Bodies of the City of Lindsay Pursuant to Government Code Section 54953(e)(3).

BACKGROUND | ANALYSIS

Prior to the COVID-19 pandemic, the Brown Act placed strict requirements on teleconferencing at public meetings. When California entered into a state of emergency due to the COVID-19 pandemic, Governor Newsom loosened the Brown Act restrictions for teleconferencing meetings. However, Governor Newsom's executive order expired on September 30, 2021, which led to the passage of AB 361.

AB 361 similarly loosens the restrictions on teleconferencing under the Brown Act in times when there is a state of emergency. AB 361 states that when California is in a state of an emergency, the typical teleconferencing rules under the Brown Act do not apply.

If the City Council wishes to have a fully virtual meeting, or Councilmembers still wish to have the option to attend the meeting virtually, it will have to abide by the rules set forth in AB 361. AB 361 requires that the agenda for virtual or teleconferenced meetings must: (1) give notice of the means by which members of the public may access the meeting and offer public comment; and (2) identify and include an opportunity for all person to attend via a call-in option or an internet-based service option.

Additionally, if there is a disruption which prevents members of the public from offering public comments using the call-in option or internet-based service option, the City Council shall take no further action on items appearing on the meeting agenda until public is restored. The City Council cannot require that public comments be submitted in advance of the meeting and must provide an opportunity for the public to offer comment in real time.

Lastly, if the City Council wishes to allow teleconferencing, it must make findings via a resolution that there is either a state of emergency or there are local social distancing measures in place. These findings must be made no later than 30 days after the first teleconferenced meeting. Further, every 30 days after the



STAFF REPORT

City Council must find that it reconsidered the circumstances of the state of emergency and that one of the following circumstances exist: (1) the emergency continues to directly impact the ability of members to safely meet in person, or (2) state or local officials continue to impose or recommend measures to propose social distancing.

Because the City Council teleconferenced at its last meeting held on October 12, 2021, it must pass this resolution in order to comply with AB 361. The City Council must then decide if it wishes to continue teleconferencing, and whether it will pass another resolution in 30 days.

FISCAL IMPACT

No fiscal impact.

ATTACHMENTS

- Resolution 21-46



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

NUMBER 21-46

TITLE A RESOLUTION OF THE CITY COUNCIL OF CITY OF LINDSAY, CALIFORNIA PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF LINDSAY PURSUANT TO GOVERNMENT CODE SECTION 54953(e)(3).

MEETING At a regularly scheduled meeting of the City of Lindsay City Council held on October 26, 2021 at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

WHEREAS, the City of Lindsay is committed to preserving and nurturing public access and participation in meetings of the City Council; and

WHEREAS, all meetings of the City of Lindsay’s legislative bodies are open and public, as required by the Ralph M. Brown Act, so that any member of the public may attend, participate, and watch the City’s legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, state and local officials have imposed and recommended social distancing measures in the City of Lindsay, and with the COVID-19 pandemic still surging meeting in person would present imminent risk to health and safety of attendees; and



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

WHEREAS, as a consequence of the local emergency, the City Council does hereby find that the legislative bodies of the City of Lindsay shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953.

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

- SECTION 1. That the above recitals are all true and correct.
- SECTION 2. That the City Council hereby proclaims that a local emergency now exists throughout the City, and local and state orders impose and recommend social distancing in the City of Lindsay, and with the COVID-19 pandemic still surging meeting in person would present imminent risk to health and safety of attendees.
- SECTION 3. The City Council hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.
- SECTION 4. The staff and legislative bodies of the City of Lindsay are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.
- SECTION 5. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) 30 days from the adoption of this Resolution; or (ii) such time the City Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the City of Lindsay may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.



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	October 26, 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



2022 RTP/SCS

TULARE COUNTY
ASSOCIATION OF
GOVERNMENTS

The 2022 Sustainable Communities Strategies Scenarios

Every four years TCAG updates the Regional Transportation Plan/Sustainable Communities Strategy.

The purpose is to establish a 20-year policy approach and projects list.

The eight cities and the county work together to develop this vision.

The 2022 Sustainable Communities Strategies Scenarios

The Sustainable Communities Strategies (SCS) portion works together with the RTP components to achieve this goal.

The SCS is basically a growth forecast, an educated guess on the amount, types and location of development in the 20 year planning period.

The purpose of the SCS is to foster better coordination of transportation, land use and housing planning in the region, and describe a growth pattern that lowers greenhouse gas (GHG) emissions.

The SCS represents a common growth vision for the region, but does not control local land use decisions.

The 2022 Sustainable Communities Strategies Scenarios

TCAG has put together three scenarios that capture these policies, forecasts, and distribution efforts. They were put together by the modeling team using sophisticated transportation modeling software.

The modeling efforts provide information on scenario outcomes, including GHG reductions.

The scenarios are presented for your review today:

Trend Scenario

Projections consistent with the development pattern seen in 2014.

Lacks blueprint principles and strategies.

Used as a reference point for the other two scenarios.

Blueprint Scenario

Based on the 2009 Tulare County Regional Blueprint.

25% Increase in overall density with increased transit and active transportation.

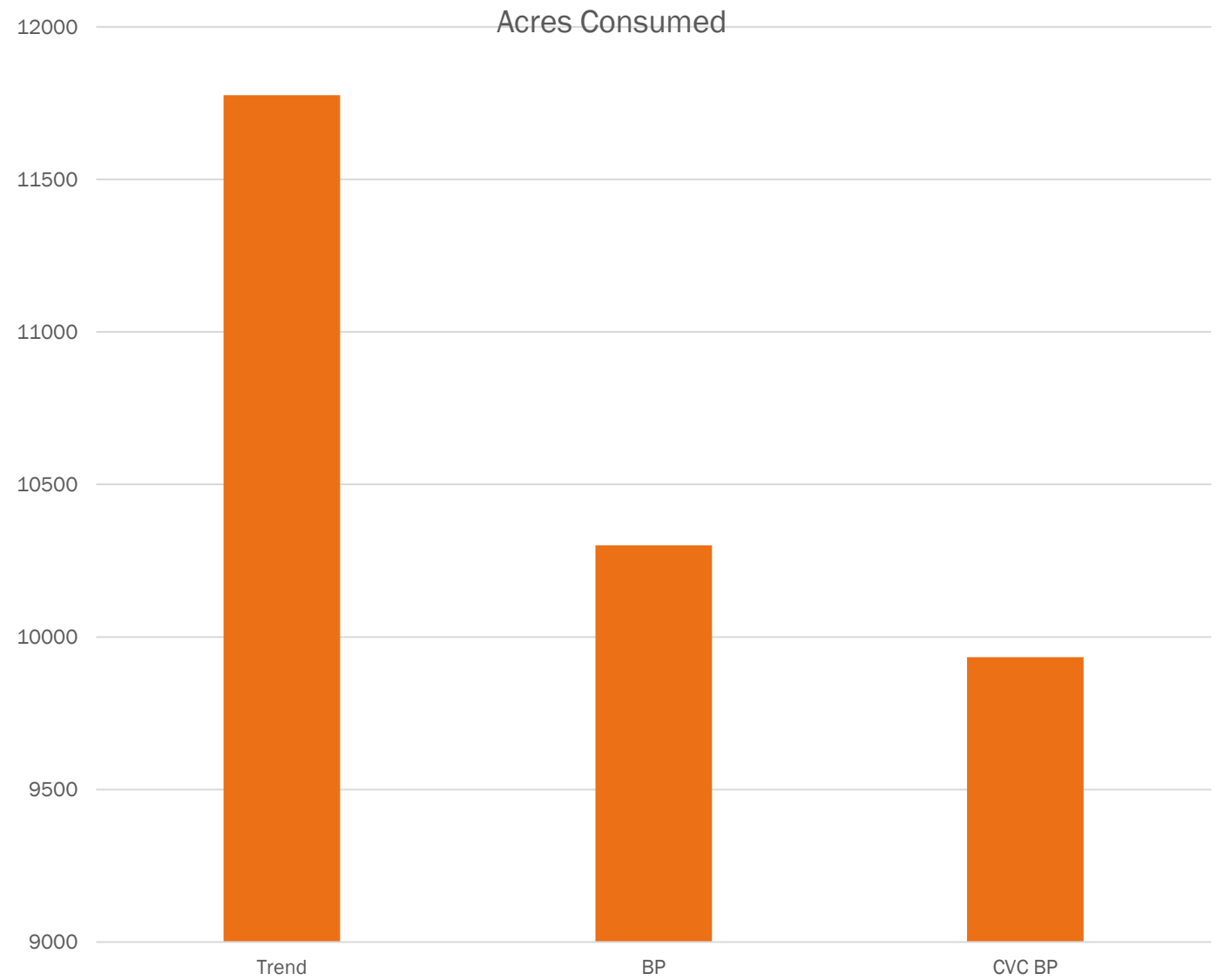
Cross Valley Blueprint Scenario

Follows the Blueprint Scenario with an overall 5% higher density.

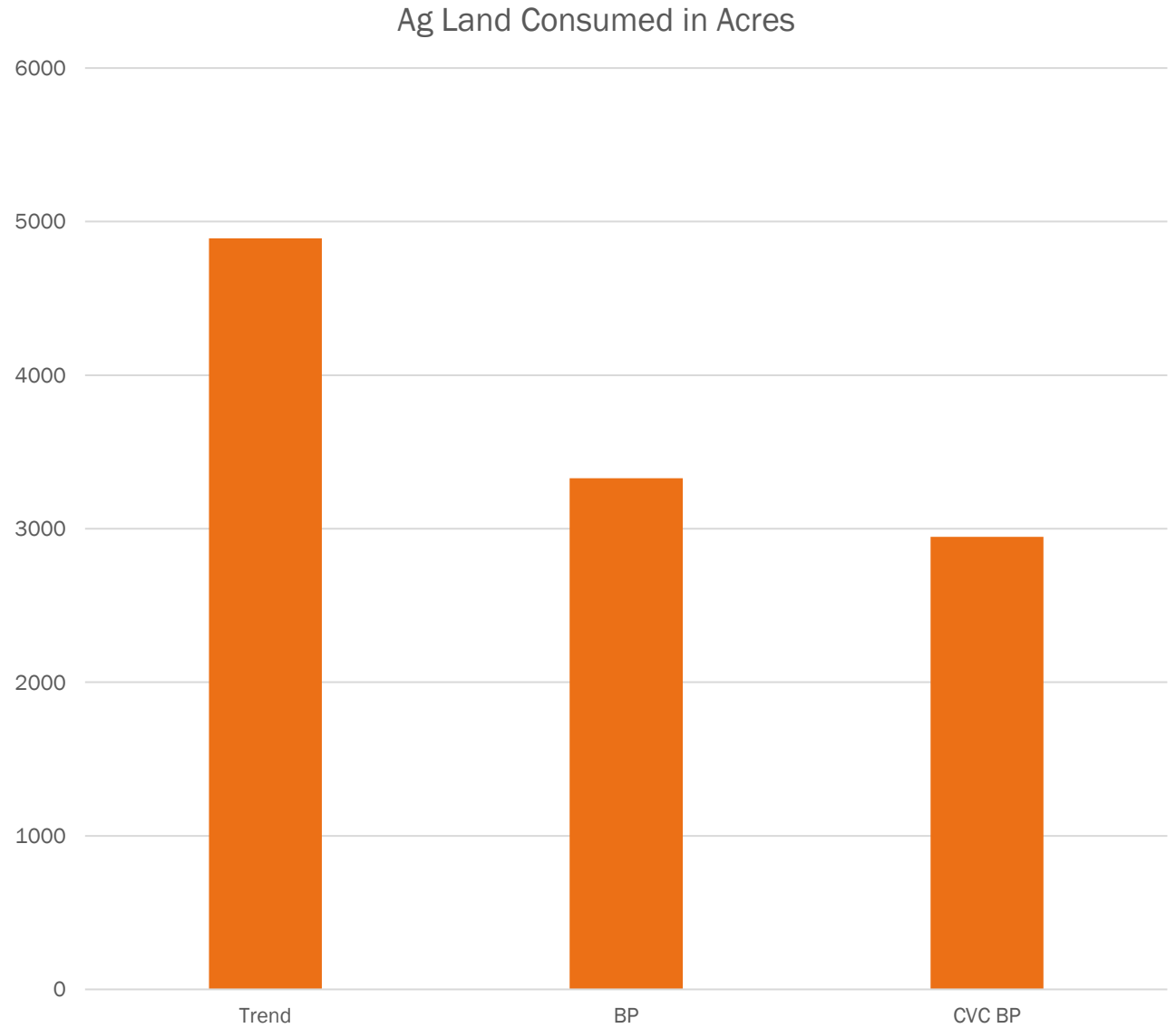
Densities applied along a future Cross Valley Corridor.

Connects densities with additional active transportation and transit, including bus rapid transit (BRT).

Scenario Comparison

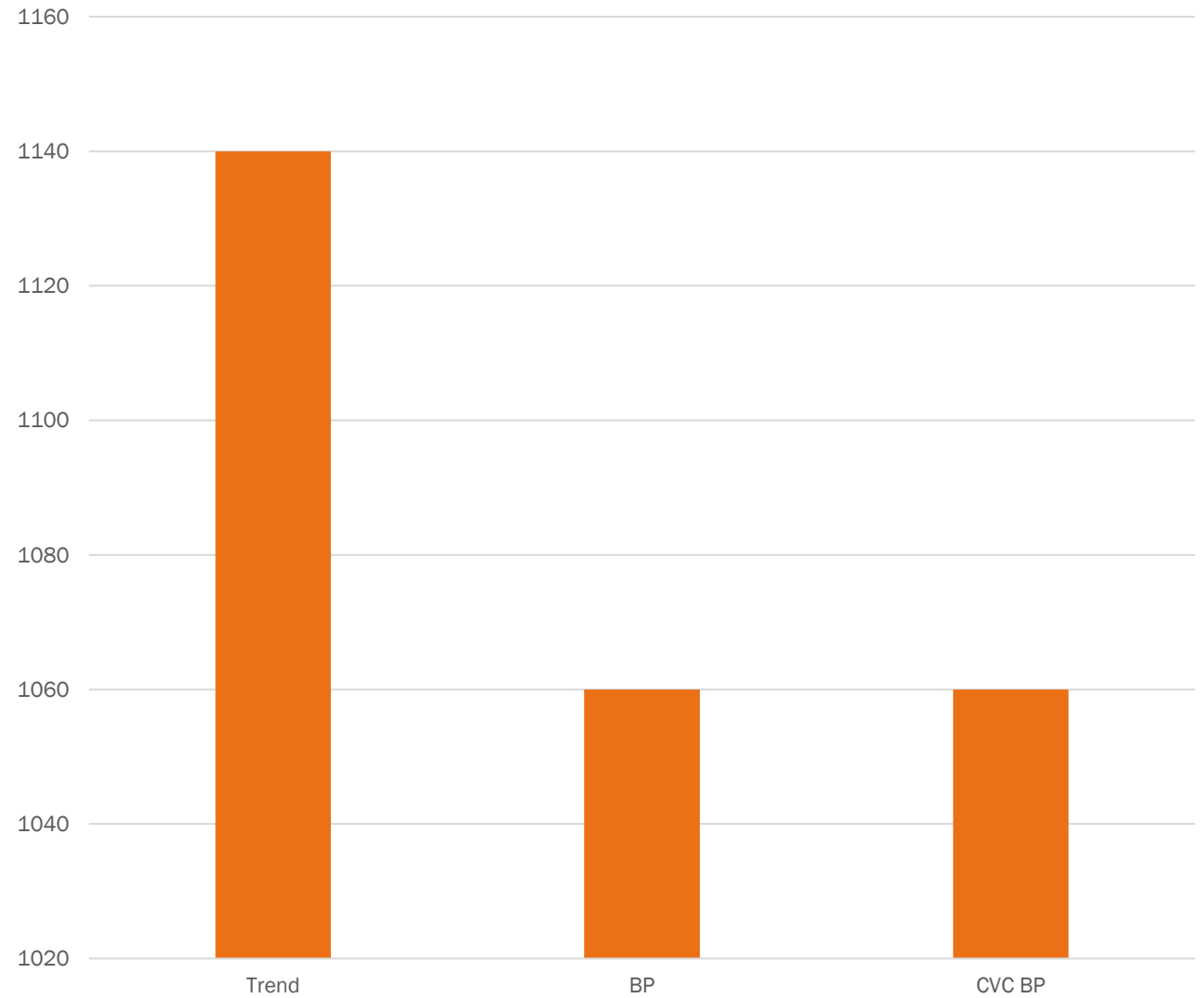


Scenario Comparison

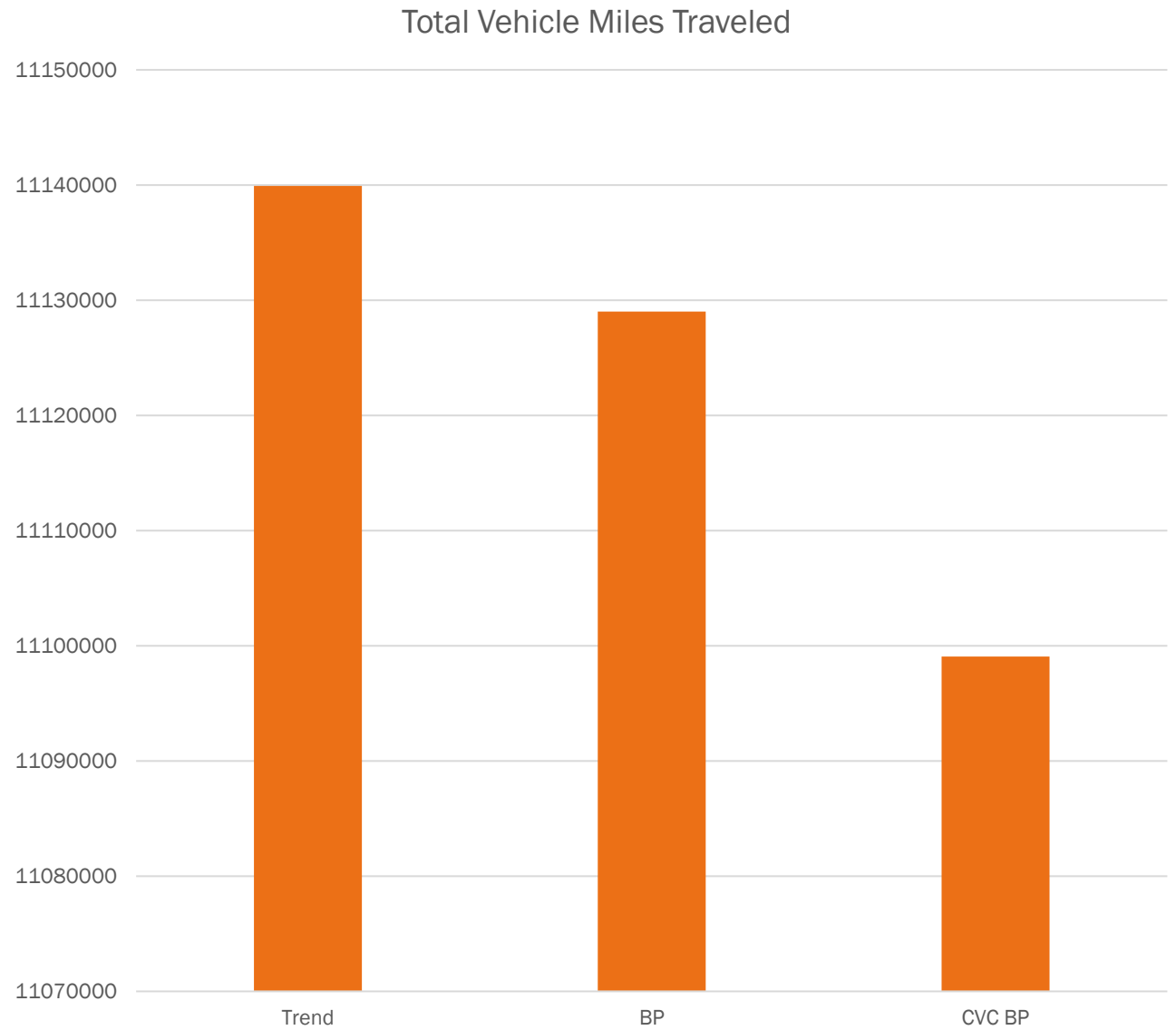


Scenario Comparison

Habitat Land Consumed in Acres

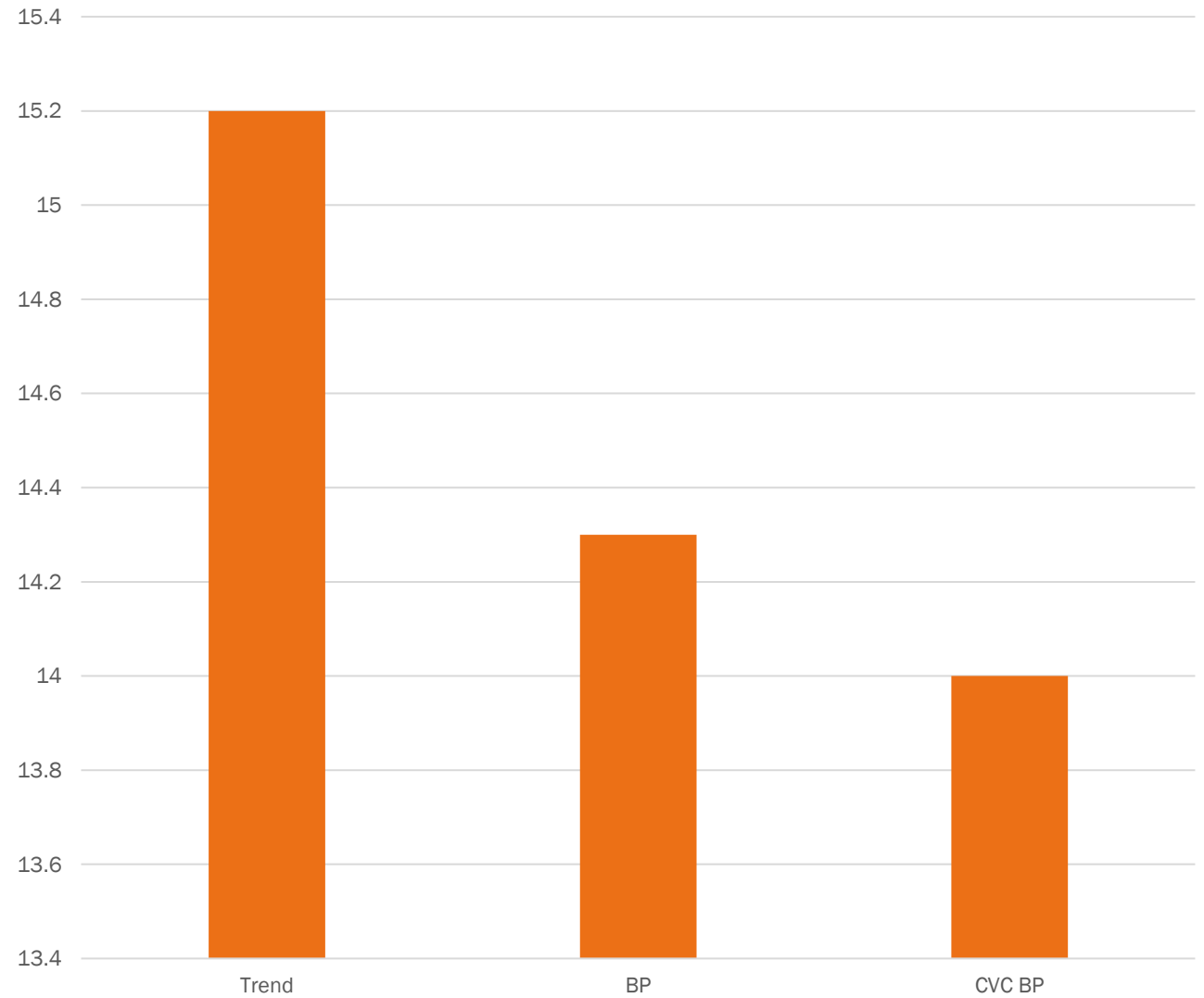


Scenario Comparison



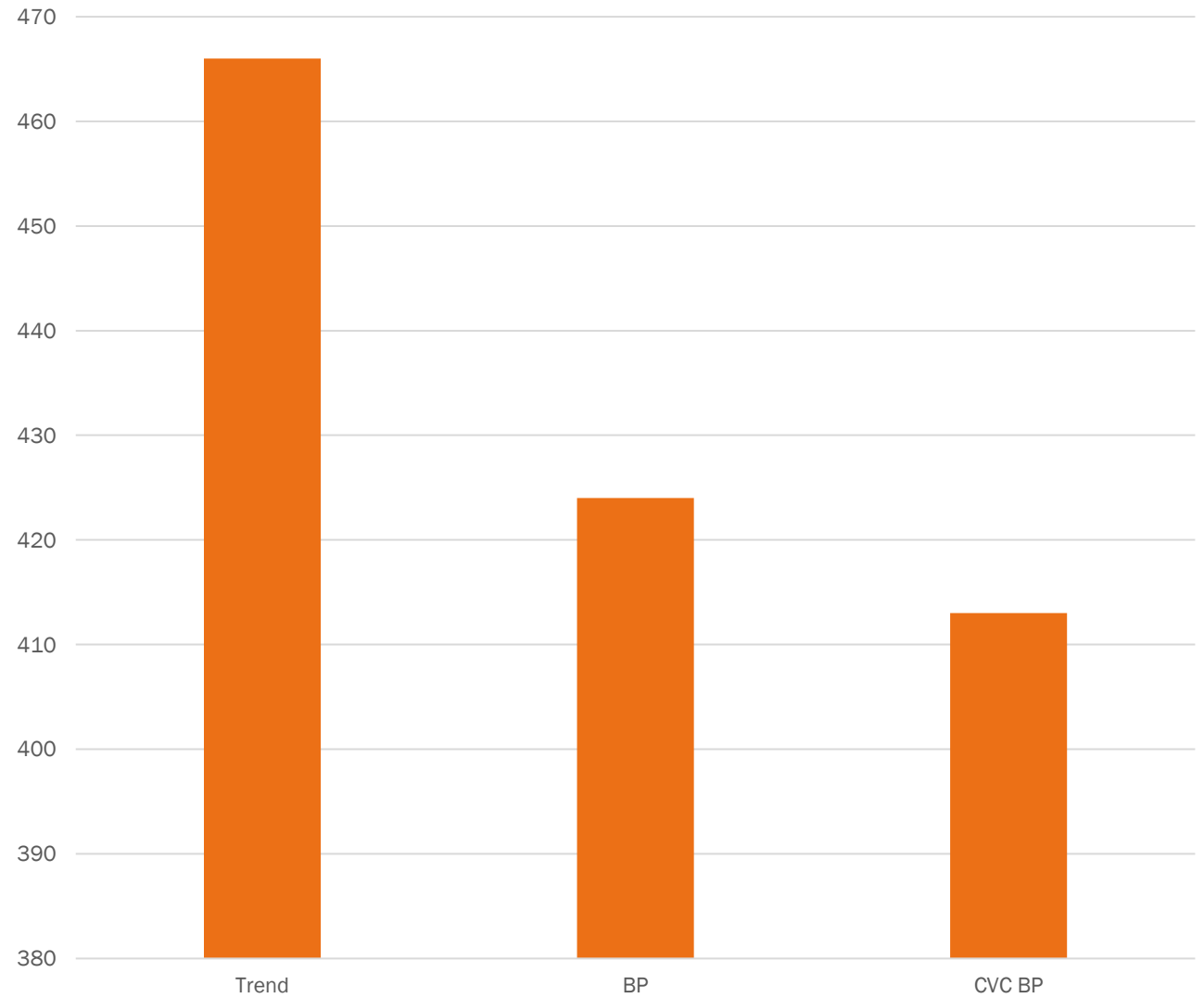
Scenario Comparison

CO2 Generated per Household

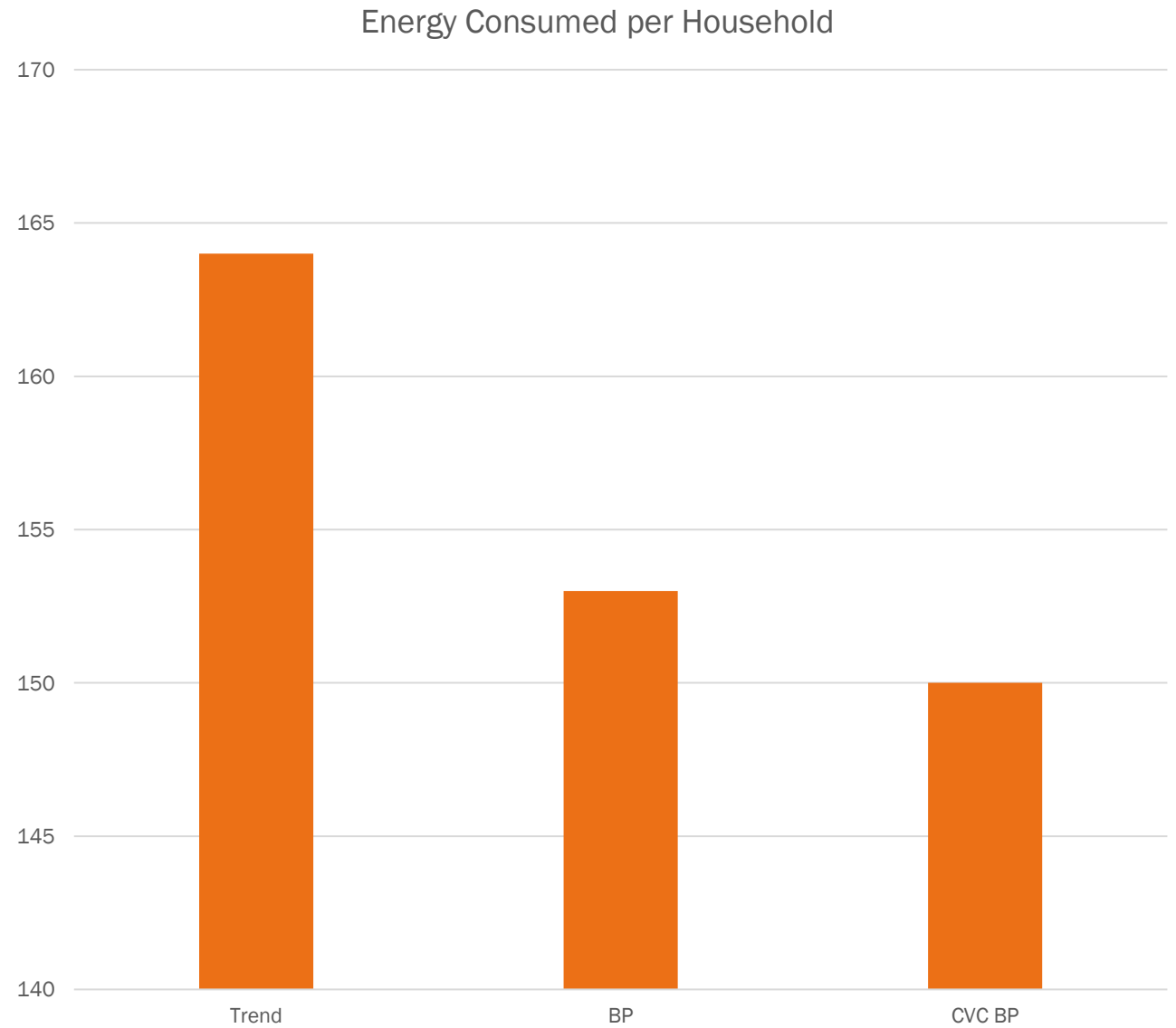


Scenario Comparison

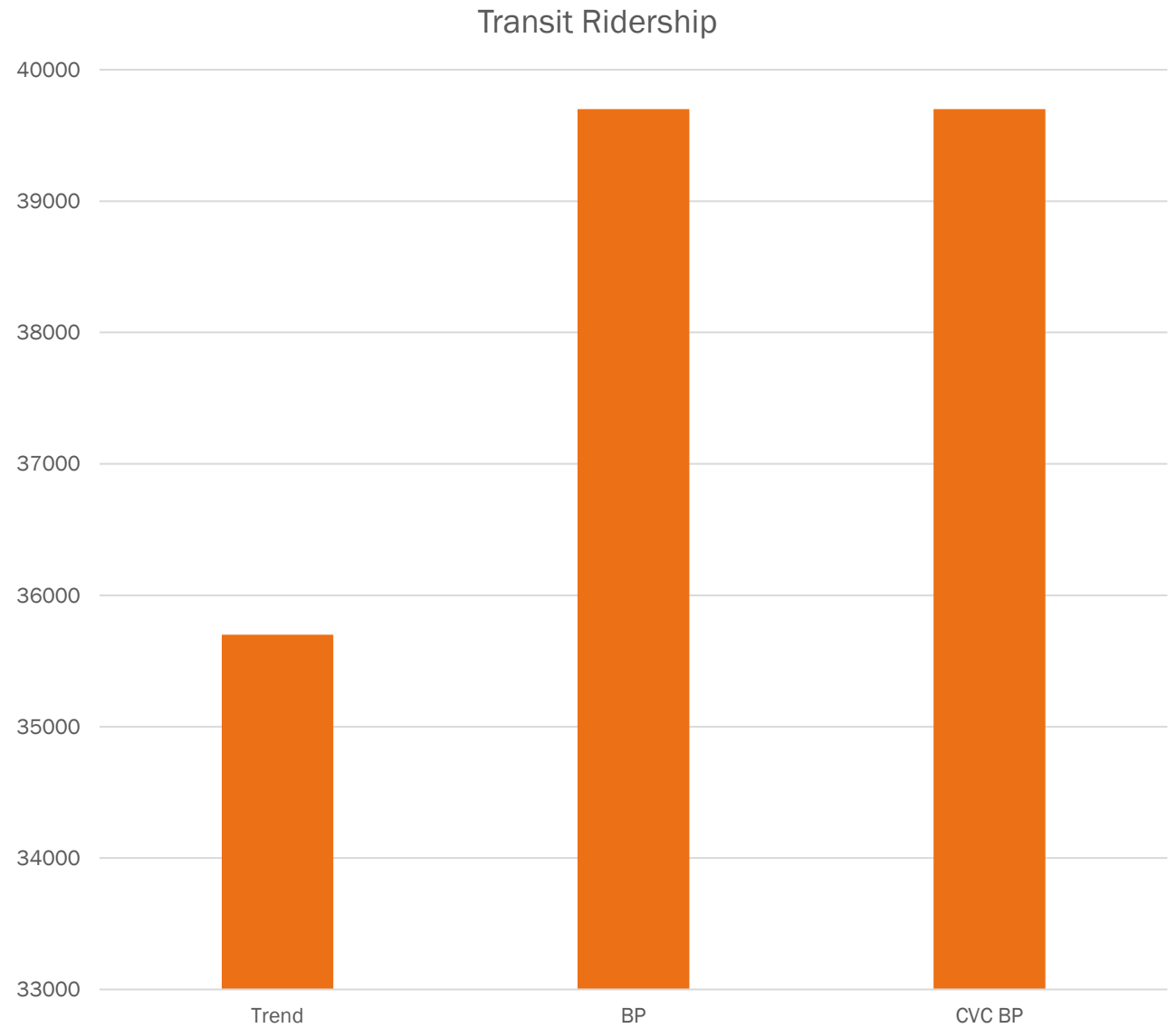
Water Consumed per Household



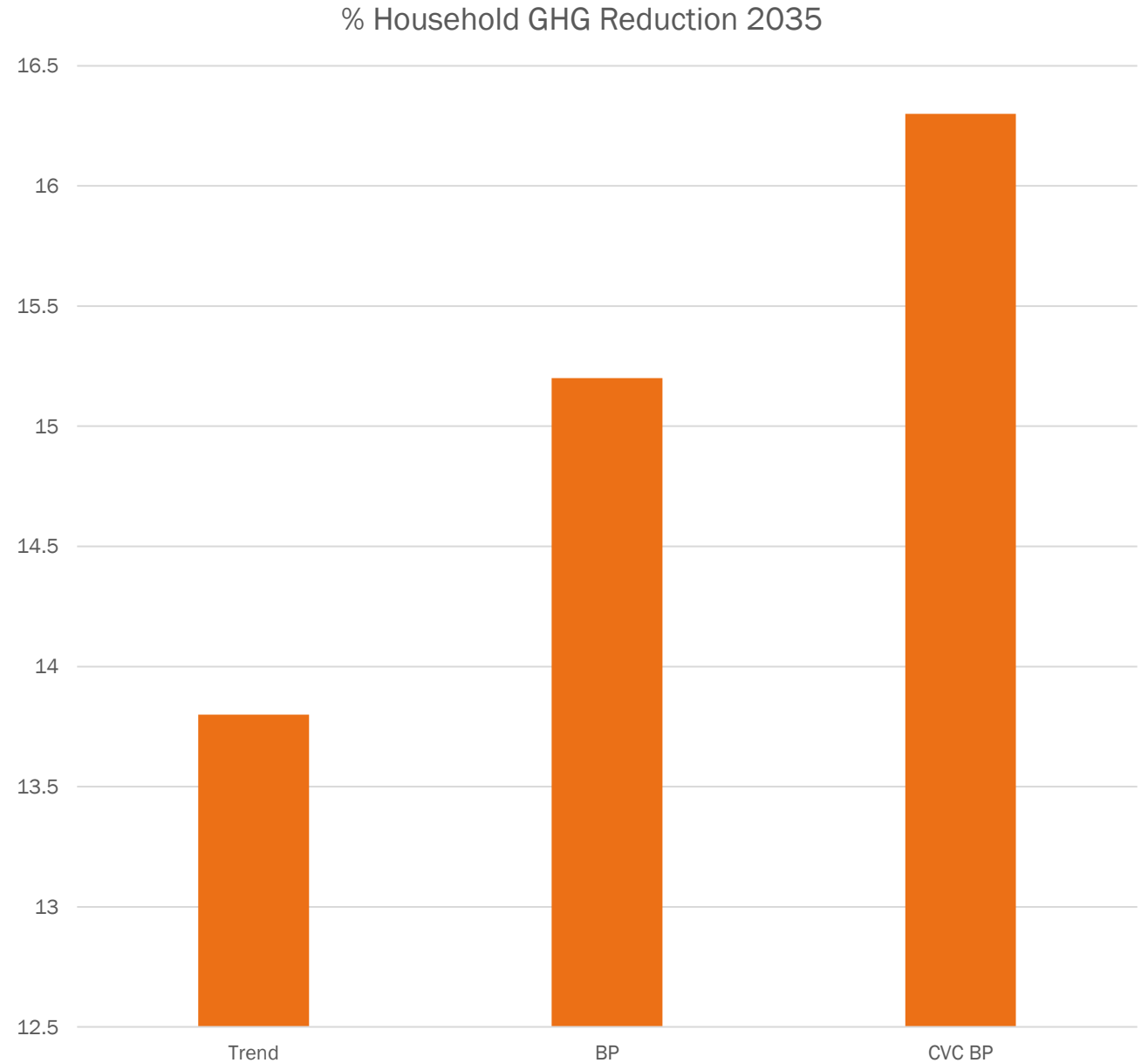
Scenario Comparison



Scenario Comparison

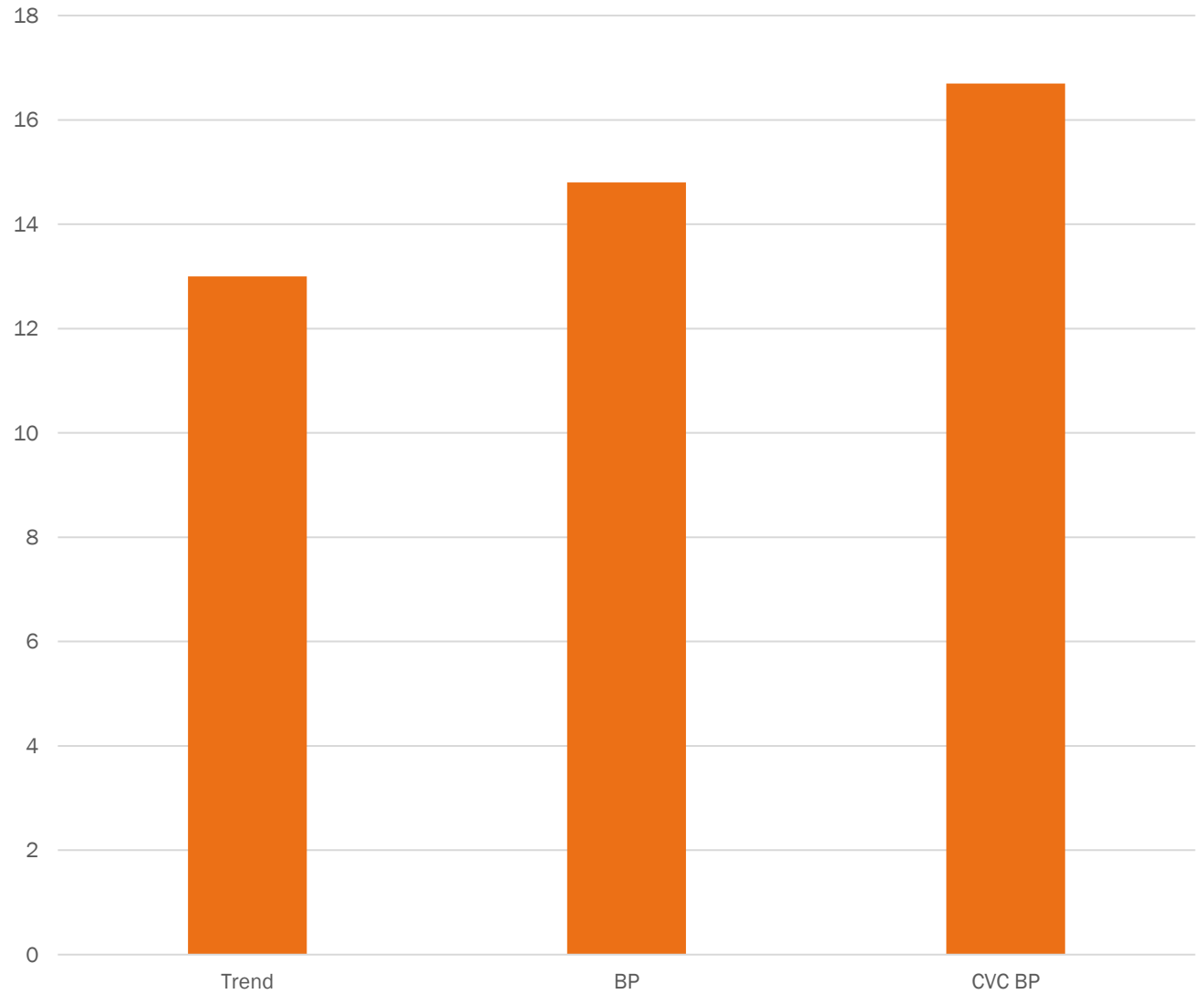


Scenario Comparison



Scenario Comparison

% Household GHG Reduction 2046



Which Scenario Do You Recommend?

TREND

BLUEPRINT

CVC BLUEPRINT

Please take our survey at: <https://publicinput.com/Project/AccessCode?id=%2bmg5QifevnhGEcKjg6bXA%3d%3d>



STAFF REPORT

TO: Lindsay City Council
FROM: Lt. Nicholas Nave, Public Safety
DEPARTMENT: Public Safety
ITEM NO.: 10.1
MEETING DATE: October 26, 2021

ACTION & RECOMMENDATION

Consider Minute Order Authorization to Award Contract for the Purchase of Five (5) 2021 Ford Interceptor Utility Vehicles and One (1) 2021 Ford Transit Connect XL Cargo Van to Exeter Monarch Ford.

BACKGROUND | ANALYSIS

On August 5, 2021, the Public Safety department issued a Notice of Inviting Bids for the purchase of the following:

- Seven (7) 2021 Ford Interceptor Utility Vehicles
- One (1) 2021 Ford Transit Connect XL Cargo Van

The submittal deadline was September 10, 2021 at 4:00 PM. The City recorded receipt of proposals from three qualified bidders: Exeter Monarch Ford, Napa Ford Lincoln, and National Auto Fleet.

Since the original distribution of the bid, the available funding for the vehicles changed. As such, the City was forced to adjust the vehicle purchase order to five (5) utility vehicles and one (1) cargo van. The City Clerk contacted all qualified bidders on October 1, 2021 to advise them of the change and extend the opportunity to retain their unit prices per vehicle, adjusted down for five, or to change their proposal and thus effectively withdraw their submitted bid. All three qualified bidders elected to retain their unit prices per vehicle and proceed with the bid specifications.

All bids received from qualified bidders are attached hereto, incorporated by reference, and summarized in the table below.

Company	Unit Cost Pricing – Utility Vehicle (5)	Unit Cost Pricing – Cargo Van (1)	TOTAL
Exeter Monarch Ford	\$ 39,084.35	\$ 27,610.14	\$ 223,031.89
Napa Ford Lincoln	\$ 39,475.00	\$ 25,970.00	\$ 223,345.00
National Auto Fleet	\$ 40,146.18	\$ 26,760.15	\$ 227,491.05



STAFF REPORT

The low bid for this project was submitted by Monarch Ford of Exeter, CA in the amount of \$223,031.89. Staff recommends Council award the contract for the purchase of five (5) 2021 Ford Interceptor Utility Vehicles and one (1) 2021 Ford Transit Connect XL Cargo Van to Exeter Monarch Ford.

FISCAL IMPACT

Funding Source:

SB-170 Budget Act of 2021

Of the amount appropriated in Schedule (2), \$1,000,000 shall be equally divided in grants to the fire and public safety departments of the cities of Lindsay, Woodlake, and Sanger in the counties of Fresno and Tulare for the purposes of public safety equipment to address wildfire risk and impacts.

ATTACHMENTS

- Bid Opening Summary Spreadsheet dated September 10, 2021
- Exeter Monarch Ford Bid Proposal and Confirmation of Adjusted Vehicle Quantity
- Napa Ford Bid Proposal and Confirmation of Adjusted Vehicle Quantity
- Watsonville Fleet Group and Confirmation of Adjusted Vehicle Quantity

**Seven (7) 2021 Ford Interceptor Utility Vehicles
One (1) 2021 Ford Transit Connect XL Cargo Van**

Bid Opening:
September 10, 2021
4:00 PM

	COMPANY	UNIT COST PRICING (7)	UNIT COST PRICING (1)
1	MINARCH FORD	\$ 39,084.35	\$ 27,610.14
2	NAPA FORD LINCOLN	\$ 39,475.00	\$ 25,970.00
3	NATIONAL AUTO FLEET	\$ 40,146.18	\$ 26,760.15
4			
5			
6			
7			
8			
9			
10			
11			

NE
E
(2022)
BE
(2022)

Opened By: _____

N. Nave
Lt. Nicholas Nave, Public Safety

Witnessed By: _____

Mayra Espinoza
Mayra Espinoza-Martinez, City Clerk

* E : Exception

* NE : No Exceptions

Mayra Espinoza-Martinez

From: C Gernhardt <cgernhardt@monarchford.com>
Sent: Friday, October 1, 2021 2:40 PM
To: Mayra Espinoza-Martinez
Subject: Re: Update re City of Lindsay Public Safety Vehicles Bid Opening

Follow Up Flag: Follow up
Flag Status: Flagged

Our pricing remains good for the 5 units. Bid stays the same

Sent from my iPhone

On Oct 1, 2021, at 2:35 PM, Mayra Espinoza-Martinez <mespinoza@lindsay.ca.us> wrote:

Good Afternoon Mr. Gernhardt and Mr. Lopez,

I hope this email finds you well.

I write in regards to your company's submitted bid package for Seven (7) 2021 Ford Interceptor Utility vehicles and One (1) 2021 Ford Transit Connect XL Cargo Van opened on September 10, 2021. Given the available funding, the City of Lindsay will have to modify its purchase order to Five (5) 2021 Ford Interceptor Utility vehicles and One (1) 2021 Ford Transit Connect XL Cargo Van. As a qualified bidder, the City is extending your company the opportunity to withdraw your bid should there be a change in unit price per vehicle, or to move forward with the current unit price in your proposal adjusted for 5 instead of 7 vehicles.

If you could please provide a response by Wednesday, October 6, 2021 it would be greatly appreciated.

Regards,

Mayra Espinoza-Martinez
City Clerk
Assistant to the City Manager



Chris Hughes- Director of Public Safety
Lindsay Department of Public Safety
185 N. Gale Hill Ave.
Lindsay, CA 93247
Tel: (559)562-2511
Fax: (559)562-7126
www.lindsay.ca.us

August 5, 2021

Dear Prospective Bidder,

Notice is hereby given that the City of Lindsay (hereinafter "The City") requests a firm, written price quotation, which meets or exceeds the attached specification for the purchase of the following:

- Seven (7) 2021 Ford Interceptor Utility vehicles
- One (1) 2021 Ford Transit Connect XL Cargo Van

The City reserves the right to reject any or all bids, and to waive any irregularities in the bids, per Public Contract Code §22038(a), to accept other than the lowest bid, or not to award the bid. Bids may be rejected if they show any alterations of the price sheet, additions not called for, or alternative bids not properly documented.

Your price must include all standard features, all options listed in the specifications, discounts, delivery/destination charges and all other applicable fees and taxes. All quoted prices shall be current and firm for at least thirty (30) days. **All prices to be F.O.B. to Lindsay, California.**

Prospective bidders are furnished via email a bid packet. This information is also available on the City of Lindsay's website: www.lindsay.ca.us. An authorized representative of the company must initial each page, include the dealership name on each page and sign/date the last page.

This transaction will be covered by a City of Lindsay Purchase Order, or Certified Check. All terms included in this proposal and specifications will be binding.

SEALED BIDS will be received at the City Clerk's Office- 251 E Honolulu St. Lindsay, CA 93247 until Friday, September 10th, 2021 at 4:00 P.M. at which time they will be publicly opened. The envelope must be marked "**VEHICLE BID DOCUMENTS- DO NOT OPEN WITH REGULAR MAIL**". Bids received after the date and time indicated will not be opened nor considered. It is the bidder's responsibility to verify with the courier if the bid package was delivered as described per the bid opening requirements.

The bidder assumes all responsibility for having the bid delivered on time to the specified address. No bidder may withdraw its bid for a period of thirty (30) days after the date set for the opening of bids.

All bidders shall be licensed to sell and deliver vehicles in the State of California. Failure to possess the specified license shall render the bid non-responsive.

Questions regarding the bid process or specifics related to vehicle specifications shall be submitted via e-mail to: Lt. Nicholas Nave, Lindsay Department of Public Safety: nnave@lindsay.ca.us, no later than Friday, September 3rd, 2021 at 4:00 P.M.

Sincerely,



Lt. Nicholas Nave

CITY OF LINDSAY

VEHICLE SPECIFICATIONS

2021 MODEL YEAR FORD POLICE INTERCEPTOR UTILITY & TRANSIT CONNECT XL CARGO VAN

1. The City of Lindsay is requesting a firm price quotation for seven (7) 2021 model year Ford Police Interceptor Utility Vehicles (K8A/500A), and one (1) 2021 Transit Connect XL Cargo Van.
2. It is the intent of this specification to describe, as to the 2021 Police Interceptor Utility, a police vehicle used daily to enforce city, state, and federal law. It is the intent of this specification to describe, as to the 2021 Transit Connect XL Cargo Van, a light/medium duty general use cargo van.
3. The manufacturer must use components, materials and design practice that are the best available in the industry for the type of operational condition to which this equipment will be subjected. Engine, transmission, differential, suspension, wheels, tires, and other equipment shall be heavy duty, selected to give maximum performance, service life, and safety; not just meet minimum requirements of this specification.
4. The term "heavy duty" as used in these specifications shall mean that the item to which the term is applied shall exceed when deemed applicable, the usual quantity, quality, or capacity of standard equipment.
5. Failure to read, examine and understand this specification will not excuse any failure to comply with the requirements of this specification or any resulting contracts, nor shall such failure be a basis for claiming additional compensation. If bidder suspects an error, omission, or discrepancy in this specification, bidder must immediately, and in any case not later than five (5) business days in advance of the bid due date, notify the contact person listed in the vehicle specifications. The City is not responsible for and will not pay any costs associated with the preparation and submission of the bid. Bidders are cautioned to verify their bids before submission, as amendments to or withdrawal of bids submitted after the time specified for opening bids may not be considered. The City will not be responsible for any bidder errors or omissions.
6. Bid forms received after the designated time will not be accepted. The bidder assumes all responsibility for having the bid delivered on time at the place specified. All bids received after the date and time specified shall not be opened nor considered. No bidder may withdraw its bid for a period of thirty (30) days after the date set for the opening of bids. The City reserves the right to reject any or all bids, and to waive any irregularities in the bids, per Public Contract Code §22038(a).
7. Bids will be reviewed by a screening committee comprised of City employees and/or authorized agents. The City staff may or may not initiate discussions with bidders for clarification purposes. Clarification is not an opportunity to change the bid. Bidders shall not initiate discussions with any City employee or official.

Dealership Name: Monarch Ford

Initials CL

8. **CRITERIA FOR EVALUATION AND AWARD**

The City evaluates three categories of information: responsiveness, responsibility, and price. All bids, regardless of the type of solicitation, must meet the following responsiveness and responsibility criteria:

- A. Responsiveness- The City will determine whether the bid complies with the instructions for submitting bids, including completeness of bid, which encompasses the inclusion of all required attachments and submissions. The City must reject any bids that are submitted late. Failure to meet other requirements may result in rejection.
- B. Responsibility- The City will determine whether the bidder is one with whom it can or should do business. Factors that the City may evaluate to determine "responsibility" include, but are not limited to: excessively high or low priced bid, past performance, references (including those found outside the bid), compliance with applicable laws- including tax laws, bidder's record of performance and integrity, has the bidder been delinquent or unfaithful to any contract with the City, whether the bidder is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified. A bidder must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. The City reserves the right to inspect bidder's facilities, equipment, and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in rejection.
- C. Price- The City will then evaluate bids that have met the requirements above.

9. Clarification of any item in this specification may be obtained via email from Lt. Nicholas Nave, Services Division Commander for the Lindsay Department of Public Safety, at nnave@lindsay.ca.us

10. **BIDDER QUALIFICATIONS**

All bidders must be licensed in the State of California to sell and deliver vehicles.

11. Failure on the part of the bidder to comply with the requirements and conditions of this invitation for bid and this specification may subject his/her bid to rejection. No exceptions or deviations from this specification will be considered **unless each exception or deviation is specifically stated by the bidder as an exception with a detailed statement completely defining the exception(s)**. The burden of proof of compliance with this specification is the responsibility of the bidder.

12. The vehicle shall be a new (unused) 2021 model year. The vehicle shall be supplied with all equipment and accessories indicated as standard equipment in the manufacturer's published literature. Optional equipment as necessary to meet the following specifications shall also be installed.

Dealership Name: Monarch Ford

Initials CL

13. QUALITY ASSURANCE PROVISION

If the manufacturer and/or dealer requests a City of Lindsay employee inspect the vehicle outside the local area, all costs associated with the travel will be borne by the manufacturer and/or dealer.

14. WARRANTY

The vehicle purchased to these specifications shall include all standard warranties and powertrain care extended service plans.

A copy of the manufacturer's warranty policy and procedures manual shall be provided to the City of Lindsay upon delivery.

15. TITLE AND REGISTRATION

The dealer is responsible for registering the vehicle with the California Department of Motor Vehicles (DMV). The vehicles will require a California Exempt license plate. The City of Lindsay is exempt from DMV fees.

Vehicle Title:

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

16. GUARANTEE

The manufacturer/dealer delivering the vehicle against this specification shall guarantee that the vehicle meets minimum requirements set forth herein. If the vehicle delivered does not meet the minimum requirements of the specification, the City of Lindsay shall have the right to require correction or replacement of the vehicle(s).

17. DELIVERY

Prior to delivery, the vehicle shall be serviced and inspected by the dealer. The dealer shall be responsible for delivery of the vehicle in a complete and ready-for-use condition with all components tested, properly functioning, lubricated, and serviced. All fluids shall be filled to the manufacturer's recommended capacity, and fuel tanks at least 1/2 full when they arrive at the delivery destination. The vehicle shall be clean and free from defects when delivered.

Delivery shall be between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday (excluding holidays), to the Lindsay Department of Public Safety- 185 N Gale Hill Ave., Lindsay, CA 93247. The dealer shall contact Lt. Nicholas Nave at (559)562-2511 ext. 7151 to schedule a time to deliver the vehicle.

The dealer shall be responsible for ensuring the delivery performance of all subcontractors.

All risks of transportation and related charges shall be the responsibility of the dealer. All claims for visible or concealed damage shall be filed by the dealer. The City of Lindsay will notify the dealer promptly of any damaged goods and assist the dealer in arranging for inspection.

Delivery period (After Receipt of Order): _____ days.

Dealership Name: Monarch Ford

Initials CL

18. ACCEPTANCE

The vehicle will be subject to a complete inspection by the City of Lindsay and/or its authorized agent(s) *prior* to acceptance. Inspection criteria shall include, but not be limited to- conformity to specification, mechanical integrity, damage, quality, workmanship, and materials. Three (3) business days shall be allowed for this process. If a problem or discrepancy is found, the dealer shall retrieve the vehicle(s) within two (2) business days of notification for correction/repairs and redeliver said vehicle(s) as soon as the repairs are complete.

The dealer shall retain title and control of all goods until they are delivered, and acceptance has been made. A final invoice will not be signed until the City of Lindsay has inspected and accepted the vehicle.

19. MANUALS

One (1) factory service manual CD (or other digital storage format) covering all powertrain, drivetrain, powertrain control, emissions diagnosis, body, chassis, electrical components, and wiring diagram of the vehicles purchased shall be included at the time of delivery.

If the CD manual is not available when the vehicle is delivered, a due-bill must be include with the invoice.

20. SPECIFIC REQUIREMENTS- POLICE INTERCEPTOR UTILITY

- 1. K8A- 2021 4DR AWD POLICE, 119" WHEELBASE
- 2. YZ- OXFORD WHITE
- 3. 9- CLTH BKTS/VNL R
- 4. 6- EBONY
- 5. 500A- EQUIPMENT GROUP
AM/FM STEREO
- 6. 99W- 3.3L HYBRID
- 7. 44B- 10-SP MOD HYBRD
- 8. 52P- DR LOCK PLUNGER
JOB #3 ORDER
CA BOARD FEES
- 9. 17A- AUX CLIMATE CTL
- 10. 17T- CARGO DOME LAMP
- 11. 425- 50 STATE EMISS
- 12. 43D- COURTESY DISABL
- 13. 47A- ENGINE IDLE
- 14. 51V- SPTLMP LED DUAL
- 15. 59B- KEY CODE 1284X
- 16. 66C- REAR LIGHT PKG
- 17. 68G- RR DR/LK INOP
- 18. 76R- REVERSE SENSING
- 19. 86T- RR TAILAMP HSG
- 20. 153- FRT LICENSE BKT

Dealership Name: Monarch Ford

Initials CL

21. SPECIFIC REQUIREMENTS- TRANSIT CONNECT XL CARGO VAN

1. S650 2021 TRANSIT CONNECT XL CARGO VAN
2. 105" WHEELBASE
3. FROZEN METALLIC WHITE
4. CLOTH SEATS
5. EBONY
6. ORDER CODE 100A
7. 2.0L GDI I4 ENGINE
8. 8 SPD AUTO TRANSAXLE
9. P215/55R16 BSW
10. 5130 GVWR
11. 50 STATE EMISSION
12. HEAVY DUTY BATTERY
13. COMPOSITE BULKHEAD WITH WINDOW
14. KEYED ALIKE- CODE 1284X

22. EXCEPTIONS

- No exceptions
- Exceptions taken (describe- attach additional pages)

23. ADDITIONAL MATERIALS SUBMITTED

- No additional materials have been included with this bid.
- Additional materials attached (describe- attach additional pages)

Dealership Name: Monarch Ford

Initials CA

24. PRICING

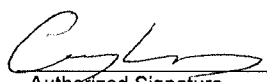
All standard features, all options listed in these specifications, all discounts, all delivery and destination charges, sales tax and all other applicable fees and taxes shall be included in your bid price.

Pursuant to all the vehicle specifications enumerated and described in this solicitation, we agree to furnish seven (7) 2021 Ford Police Interceptor Utility vehicles, and one (1) 2021 Ford Transit Connect XL Cargo Van, to the City of Lindsay at the prices stated in this specification.

Description	Quantity	Unit Cost (includes all fees/taxes)
2021 Police Interceptor Utility	7	\$ 39,084.35
2021 Transit Connect XL Cargo	1	\$ 27,610.14

Payment terms (not less than net 30 days): _____

I certify that this quote meets all specifications provided for these vehicles by the City of Lindsay. I have read and initialed each page of the bid specification.



 Authorized Signature

8/11/21

 Date

Cory Lopez

 Printed Name

Dealership Name: Monarch Ford

Initials CL

From: [Terry Beglinger](#)
To: [Mayra Espinoza-Martinez](#)
Cc: [Nicholas Nave](#)
Subject: Re: POLICE INTERCEPTOR BID
Date: Monday, October 4, 2021 10:07:02 AM

Hello Mayra,
We will move forward with the current pricing.
Thank you,
Terry Beglinger
Napa Ford.

Sent from my iPhone

> On Oct 4, 2021, at 10:01 AM, Mayra Espinoza-Martinez <mespinoza@lindsay.ca.us> wrote:

>

> Hi Terry,

>

> To clarify, the City has yet to take official action on the bid. Given a change in the available funding, the City is now only seeking to purchase five (5) Interceptor Utility vehicles and one (1) Cargo van.

> Before moving forward with the current bid process, the City would like confirmation from Napa Ford whether given this change, Napa Ford wishes to withdraw and/or change the unit price per vehicle submitted in their proposal, or if Napa Ford consents to moving forward with the current unit price adjusted for five instead of seven police interceptor vehicles.

>

> If you could please provide a response by Wednesday, October 6, 2021 it would be greatly appreciated.

>

> Thank you,

>

> Mayra Espinoza-Martinez

> City Clerk

> Assistant to the City Manager

>

> -----Original Message-----

> From: Terry Beglinger <beglinger@hotmail.com>

> Sent: Saturday, October 2, 2021 10:03 AM

> To: Mayra Espinoza-Martinez <mespinoza@lindsay.ca.us>

> Subject: POLICE INTERCEPTOR BID

>

> Hello Mayra,

>

> Hope you are well. Your email to our administrative staff was forwarded to me. Your email was in regard to a bid I submitted for Police Interceptors and a van.

> I was responsible for submitting the bid, so I can work with you to manage the purchase of the vehicles you are interested in ordering.

> Please contact me at your earliest opportunity.

>

> Thank you,

> Terry Beglinger

> Napa Ford

>

> Sent from my iPhone

DUE: SEPT 10/21
4:00 p.m.
FIN - QK414



Chris Hughes- Director of Public Safety
Lindsay Department of Public Safety
185 N. Gale Hill Ave.
Lindsay, CA 93247
Tel: (559)562-2511
Fax: (559)562-7126
www.lindsay.ca.us

August 5, 2021

Dear Prospective Bidder,

Notice is hereby given that the City of Lindsay (hereinafter "The City") requests a firm, written price quotation, which meets or exceeds the attached specification for the purchase of the following:

- Seven (7) 2021 Ford Interceptor Utility vehicles
- One (1) 2021 Ford Transit Connect XL Cargo Van

The City reserves the right to reject any or all bids, and to waive any irregularities in the bids, per Public Contract Code §22038(a), to accept other than the lowest bid, or not to award the bid. Bids may be rejected if they show any alterations of the price sheet, additions not called for, or alternative bids not properly documented.

Your price must include all standard features, all options listed in the specifications, discounts, delivery/destination charges and all other applicable fees and taxes. All quoted prices shall be current and firm for at least thirty (30) days. **All prices to be F.O.B. to Lindsay, California.**

Prospective bidders are furnished via email a bid packet. This information is also available on the City of Lindsay's website: www.lindsay.ca.us. An authorized representative of the company must initial each page, include the dealership name on each page and sign/date the last page.

This transaction will be covered by a City of Lindsay Purchase Order, or Certified Check. All terms included in this proposal and specifications will be binding.

SEALED BIDS will be received at the City Clerk's Office- 251 E Honolulu St. Lindsay, CA 93247 until Friday, September 10th, 2021 at 4:00 P.M. at which time they will be publicly opened. The envelope must be marked "**VEHICLE BID DOCUMENTS- DO NOT OPEN WITH REGULAR MAIL**". Bids received after the date and time indicated will not be opened nor considered. It is the bidder's responsibility to verify with the courier if the bid package was delivered as described per the bid opening requirements.

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All bidders shall be licensed to sell and deliver vehicles in the State of California. Failure to possess the specified license shall render the bid non-responsive.

Questions regarding the bid process or specifics related to vehicle specifications shall be submitted via e-mail to: Lt. Nicholas Nave, Lindsay Department of Public Safety: nnave@lindsay.ca.us, no later than Friday, September 3rd, 2021 at 4:00 P.M.

Sincerely,

Lt. Nicholas Nave

CITY OF LINDSAY
VEHICLE SPECIFICATIONS

2021 MODEL YEAR
FORD POLICE INTERCEPTOR UTILITY & TRANSIT CONNECT XL CARGO VAN

1. The City of Lindsay is requesting a firm price quotation for seven (7) 2021 model year Ford Police Interceptor Utility Vehicles (K8A/500A), and one (1) 2021 Transit Connect XL Cargo Van.
2. It is the intent of this specification to describe, as to the 2021 Police Interceptor Utility, a police vehicle used daily to enforce city, state, and federal law. It is the intent of this specification to describe, as to the 2021 Transit Connect XL Cargo Van, a light/medium duty general use cargo van.
3. The manufacturer must use components, materials and design practice that are the best available in the industry for the type of operational condition to which this equipment will be subjected. Engine, transmission, differential, suspension, wheels, tires, and other equipment shall be heavy duty, selected to give maximum performance, service life, and safety; not just meet minimum requirements of this specification.
4. The term "heavy duty" as used in these specifications shall mean that the item to which the term is applied shall exceed when deemed applicable, the usual quantity, quality, or capacity of standard equipment.
5. Failure to read, examine and understand this specification will not excuse any failure to comply with the requirements of this specification or any resulting contracts, nor shall such failure be a basis for claiming additional compensation. If bidder suspects an error, omission, or discrepancy in this specification, bidder must immediately, and in any case not later than five (5) business days in advance of the bid due date, notify the contact person listed in the vehicle specifications. The City is not responsible for and will not pay any costs associated with the preparation and submission of the bid. Bidders are cautioned to verify their bids before submission, as amendments to or withdrawal of bids submitted after the time specified for opening bids may not be considered. The City will not be responsible for any bidder errors or omissions.
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7. Bids will be reviewed by a screening committee comprised of City employees and/or authorized agents. The City staff may or may not initiate discussions with bidders for clarification purposes. Clarification is not an opportunity to change the bid. Bidders shall not initiate discussions with any City employee or official.

Dealership Name: Napa Ford

Initials AB

8. **CRITERIA FOR EVALUATION AND AWARD**

The City evaluates three categories of information: responsiveness, responsibility, and price. All bids, regardless of the type of solicitation, must meet the following responsiveness and responsibility criteria:

- A. Responsiveness- The City will determine whether the bid complies with the instructions for submitting bids, including completeness of bid, which encompasses the inclusion of all required attachments and submissions. The City must reject any bids that are submitted late. Failure to meet other requirements may result in rejection.
- B. Responsibility- The City will determine whether the bidder is one with whom it can or should do business. Factors that the City may evaluate to determine "responsibility" include, but are not limited to: excessively high or low priced bid, past performance, references (including those found outside the bid), compliance with applicable laws- including tax laws, bidder's record of performance and integrity, has the bidder been delinquent or unfaithful to any contract with the City, whether the bidder is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified. A bidder must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. The City reserves the right to inspect bidder's facilities, equipment, and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in rejection.
- C. Price- The City will then evaluate bids that have met the requirements above.

9. Clarification of any item in this specification may be obtained via email from Lt. Nicholas Nave, Services Division Commander for the Lindsay Department of Public Safety, at nnave@lindsay.ca.us

10. **BIDDER QUALIFICATIONS**

All bidders must be licensed in the State of California to sell and deliver vehicles.

11. Failure on the part of the bidder to comply with the requirements and conditions of this invitation for bid and this specification may subject his/her bid to rejection. No exceptions or deviations from this specification will be considered **unless each exception or deviation is specifically stated by the bidder as an exception with a detailed statement completely defining the exception(s)**. The burden of proof of compliance with this specification is the responsibility of the bidder.
12. The vehicle shall be a new (unused) 2021 model year. The vehicle shall be supplied with all equipment and accessories indicated as standard equipment in the manufacturer's published literature. Optional equipment as necessary to meet the following specifications shall also be installed.

Dealership Name: Napa Ford

Initials LB

13. QUALITY ASSURANCE PROVISION

If the manufacturer and/or dealer requests a City of Lindsay employee inspect the vehicle outside the local area, all costs associated with the travel will be borne by the manufacturer and/or dealer.

14. WARRANTY

The vehicle purchased to these specifications shall include all standard warranties and powertrain care extended service plans.

A copy of the manufacturer's warranty policy and procedures manual shall be provided to the City of Lindsay upon delivery.

15. TITLE AND REGISTRATION

The dealer is responsible for registering the vehicle with the California Department of Motor Vehicles (DMV). The vehicles will require a California Exempt license plate. The City of Lindsay is exempt from DMV fees.

Vehicle Title:

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

16. GUARANTEE

The manufacturer/dealer delivering the vehicle against this specification shall guarantee that the vehicle meets minimum requirements set forth herein. If the vehicle delivered does not meet the minimum requirements of the specification, the City of Lindsay shall have the right to require correction or replacement of the vehicle(s).

17. DELIVERY

Prior to delivery, the vehicle shall be serviced and inspected by the dealer. The dealer shall be responsible for delivery of the vehicle in a complete and ready-for-use condition with all components tested, properly functioning, lubricated, and serviced. All fluids shall be filled to the manufacturer's recommended capacity, and fuel tanks at least 1/2 full when they arrive at the delivery destination. The vehicle shall be clean and free from defects when delivered.

Delivery shall be between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday (excluding holidays), to the Lindsay Department of Public Safety- 185 N Gale Hill Ave., Lindsay, CA 93247. The dealer shall contact Lt. Nicholas Nave at (559)562-2511 ext. 7151 to schedule a time to deliver the vehicle.

The dealer shall be responsible for ensuring the delivery performance of all subcontractors.

All risks of transportation and related charges shall be the responsibility of the dealer. All claims for visible or concealed damage shall be filed by the dealer. The City of Lindsay will notify the dealer promptly of any damaged goods and assist the dealer in arranging for inspection.

Delivery period (After Receipt of Order): TBD (ASK) days. Due to chip shortage, delivery times are difficult to determine

Dealership Name: Napa Ford

Initials B

18. ACCEPTANCE

The vehicle will be subject to a complete inspection by the City of Lindsay and/or its authorized agent(s) *prior* to acceptance. Inspection criteria shall include, but not be limited to- conformity to specification, mechanical integrity, damage, quality, workmanship, and materials. Three (3) business days shall be allowed for this process. If a problem or discrepancy is found, the dealer shall retrieve the vehicle(s) within two (2) business days of notification for correction/repairs and redeliver said vehicle(s) as soon as the repairs are complete.

The dealer shall retain title and control of all goods until they are delivered, and acceptance has been made. A final invoice will not be signed until the City of Lindsay has inspected and accepted the vehicle.

19. MANUALS

One (1) factory service manual CD (or other digital storage format) covering all powertrain, drivetrain, powertrain control, emissions diagnosis, body, chassis, electrical components, and wiring diagram of the vehicles purchased shall be included at the time of delivery.

If the CD manual is not available when the vehicle is delivered, a due-bill must be include with the invoice.

20. SPECIFIC REQUIREMENTS- POLICE INTERCEPTOR UTILITY

1. K8A- 2021 4DR AWD POLICE, 119" WHEELBASE
2. YZ- OXFORD WHITE
3. 9- CLTH BKTS/VNL R
4. 6- EBONY
5. 500A- EQUIPMENT GROUP
AM/FM STEREO
6. 99W- 3.3L HYBRID
7. 44B- 10-SP MOD HYBRD
8. 52P- DR LOCK PLUNGER
JOB #3 ORDER
CA BOARD FEES
9. 17A- AUX CLIMATE CTL
10. 17T- CARGO DOME LAMP
11. 425- 50 STATE EMISS
12. 43D- COURTESY DISABL
13. 47A- ENGINE IDLE
14. 51V- SPTLMP LED DUAL
15. 59B- KEY CODE 1284X
16. 66C- REAR LIGHT PKG
17. 68G- RR DR/LK INOP
18. 76R- REVERSE SENSING
19. 86T- RR TAILAMP HSG
20. 153- FRT LICENSE BKT

Dealership Name: Napa Ford

Initials AB

21. SPECIFIC REQUIREMENTS- TRANSIT CONNECT XL CARGO VAN

1. ~~\$650~~ 2021 TRANSIT CONNECT XL CARGO VAN (SWB) ^{\$65}
2. 105" WHEELBASE ^{100A}
3. FROZEN METALLIC WHITE (Z2)
4. CLOTH SEATS (CB)
5. EBONY
6. ORDER CODE 100A
7. 2.0L GDI I4 ENGINE
8. 8 SPD AUTO TRANSAXLE
9. P215/55R16 BSW
10. 5130 GVWR
11. 50 STATE EMISSION
12. HEAVY DUTY BATTERY (SIC)
13. COMPOSITE BULKHEAD WITH WINDOW 60E
14. KEYED ALIKE- CODE 1284X (Not available for vans) (Police vehicles only)

22. EXCEPTIONS

- No exceptions
- Exceptions taken (describe- attach additional pages)

23. ADDITIONAL MATERIALS SUBMITTED

- No additional materials have been included with this bid.
- Additional materials attached (describe- attach additional pages)

Dealership Name: Napa Ford

Initials AB

24. PRICING

All standard features, all options listed in these specifications, all discounts, all delivery and destination charges, **sales tax** and all other applicable fees and taxes shall be included in your bid price.

Pursuant to all the vehicle specifications enumerated and described in this solicitation, we agree to furnish seven (7) 2021 Ford Police Interceptor Utility vehicles, and one (1) 2021 Ford Transit Connect XL Cargo Van, to the City of Lindsay at the prices stated in this specification.

Description	Quantity	Unit Cost (includes all fees/taxes)
2021 Police Interceptor Utility	7	\$ 39,475 ⁰⁰ /unit
2021 Transit Connect XL Cargo	1	\$ 25,970 ⁰⁰ /unit

Payment terms (not less than net 30 days): net 30 days

I certify that this quote meets all specifications provided for these vehicles by the City of Lindsay. I have read and initialed each page of the bid specification.


Authorized Signature

Sept 8/21
Date

Terry Beglinger
Printed Name

Total Bid for 7 Police Interceptors:
(2022) \$ 276,325⁰⁰

Total Bid for 1 Transit Connect:
(2022) \$ 25,970⁰⁰

Total for 8 vehicles \$ 302,295⁰⁰

Dealership Name: Napa Ford

Initials B

Customer Copy

CNGP530

VEHICLE ORDER CONFIRMATION

09/08/21 13:01:22

==>

Dealer: F72423

2022 EXPLORER 4-DOOR

Page: 1 of 2

Order No: 5555 Priority: M1 Ord FIN: QK414 Order Type: 5B Price Level: 215
Ord Code: 500A Cust/Flt Name: CITY LINDSAY PO Number:

RETAIL

RETAIL

K8A	4DR AWD POLICE	\$40980	43D	COURTESY DISABL	\$25
	.119" WHEELBASE		47A	ENGINE IDLE	260
YZ	OXFORD WHITE		51V	SPTLMP LED DUAL	665
9	CLTH BKTS/VNL R		59B	KEY CODE 1284X	50
6	EBONY		66C	REAR LIGHT PKG	455
500A	EQUIP GRP		68G	RR DR/LK INOP	NC
	.AM/FM STEREO		76R	REVERSE SENSING	275
99W	.3.3L HYBRID	NC	86T	RR TAILLAMP HSG	60
44B	.10-SP MOD HYBRD	NC			
52P	DR LOCK PLUNGER	160		TOTAL BASE AND OPTIONS	44835
	CA BOARD FEES	NC		TOTAL	44835
	FLEET SPCL ADJ	NC		*THIS IS NOT AN INVOICE*	
17A	AUX CLIMATE CTL	610			
17T	CARGO DOME LAMP	50		* MORE ORDER INFO NEXT PAGE *	
425	50 STATE EMISS	NC		F8=Next	

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S006 - MORE DATA IS AVAILABLE.

QC09947

CNGP530

VEHICLE ORDER CONFIRMATION

09/08/21 13:01:34

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Dealer: F72423

2022 EXPLORER 4-DOOR

Page: 2 of 2

Order No: 5555 Priority: M1 Ord FIN: QK414 Order Type: 5B Price Level: 215

Ord Code: 500A Cust/Flt Name: CITY LINDSAY PO Number:

RETAIL

RETAIL

153 FRT LICENSE BKT NC

SP DLR ACCT ADJ

SP FLT ACCT CR

FUEL CHARGE

B4A NET INV FLT OPT NC

DEST AND DELIV 1245

TOTAL BASE AND OPTIONS 44835

TOTAL 44835

THIS IS NOT AN INVOICE

F1=Help

F2=Return to Order

F7=Prev

F4=Submit

F5=Add to Library

F3/F12=Veh Ord Menu

S099 - PRESS F4 TO SUBMIT

QC09947

CNGP530

VEHICLE ORDER CONFIRMATION

09/08/21 13:31:06

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Dealer: F72423

2022 TRAN CONNCT VAN

Page: 1 of 1

Order No: 5555 Priority: C1 Ord FIN: QK414 Order Type: 5B Price Level: 235
Ord Code: 100A Cust/Flt Name: CITY LINDSAY PO Number:

RETAIL

RETAIL

S6S	TRAN CON-VAN-XL	\$25175		SP DLR ACCT ADJ	
	.105" WHEELBASE			SP FLT ACCT CR	
Z2	FROZEN WHITE			FUEL CHARGE	
C	CLOTH SEATS		B4A	NET INV FLT OPT	NC
B	EBONY			PRICED DORA	NC
100A	ORDER CODE			DEST AND DELIV	1395
992	.2.0L ENGINE	NC	TOTAL	BASE AND OPTIONS	27290
448	.8 SPD AUTO TRAN	NC	TOTAL		27290
T55	.P215/55R16 BSW	NC	*THIS IS NOT AN INVOICE*		
	CA BOARD FEES	NC			
	FLEET SPCL ADJ	NC			
20R	5130# GVWR				
425	50 STATE EMISS	NC			
51C	HVY DTY BATTERY	NC			
66E	COMPOSITE BULK	720			

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC09947

Mayra Espinoza-Martinez

From: Watsonville Fleet Group <fleet@watsonvillefleetgroup.com>
Sent: Friday, October 8, 2021 12:07 PM
To: Mayra Espinoza-Martinez
Subject: Re: Update City of Lindsay Public Safety Vehicles

Follow Up Flag: Follow up
Flag Status: Flagged

Correct, the unit price for 2022 Ford Police Interceptor is \$40,146.18

All the best,
Taylor Lopez

On Thu, Oct 7, 2021 at 3:47 PM Mayra Espinoza-Martinez <mespinoza@lindsay.ca.us> wrote:

Good Afternoon Taylor,

It was great speaking to you on the phone yesterday, and thank you for confirming the original unit price of \$40,146.18 for the five (5) 2022 Ford Police Interceptor vehicles.

I am preparing the agenda materials for this item for our council meeting scheduled for late October, and I was hoping you could provide confirmation in writing for the City's records.

Regards,

Mayra

From: Mayra Espinoza-Martinez
Sent: Wednesday, October 6, 2021 2:16 PM
To: Watsonville Fleet Group <fleet@watsonvillefleetgroup.com>
Cc: Nicholas Nave <nnave@lindsay.ca.us>
Subject: RE: Update City of Lindsay Public Safety Vehicles

Hi Ms. Lopez,

I called and left a phone message with you a short while ago, but figured I would email as well since it is a time sensitive manner.

The submitted bid I have for you has \$40,146.18 as the unit price for the interceptor vehicle (price sheet attached).

$\$281,023.28 / 7 = \$40,146.18$

As such, the bid would remain the same. Please confirm this is correct and National Auto Fleet agrees to proceeding with their bid as submitted.

Regards,

Mayra Espinoza-Martinez

City Clerk

Assistant to the City Manager

From: Watsonville Fleet Group <fleet@watsonvillefleetgroup.com>

Sent: Wednesday, October 6, 2021 1:22 PM

To: Mayra Espinoza-Martinez <mespinoza@lindsay.ca.us>

Subject: Update City of Lindsay Public Safety Vehicles

Good Afternoon,

Updated Unit price for 2022 Ford Police Interceptor is : (Qty 1) \$40,146.18

Extended Price: (Qty 5) \$200,730.00

Let me know if you have any questions.

Thank you.

All the best,

Taylor Lopez

Watsonville Fleet Group

Office: 626-457-5590

Fax: 626-457-5593

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Watsonville Fleet Group

Office: 626-457-5590

Fax: 626-457-5593



Chris Hughes- Director of Public Safety
Lindsay Department of Public Safety
185 N. Gale Hill Ave.
Lindsay, CA 93247
Tel: (559)562-2511
Fax: (559)562-7126
www.lindsay.ca.us

August 5, 2021

Dear Prospective Bidder,

Notice is hereby given that the City of Lindsay (hereinafter "The City") requests a firm, written price quotation, which meets or exceeds the attached specification for the purchase of the following:

- Seven (7) 2021 Ford Interceptor Utility vehicles
- One (1) 2021 Ford Transit Connect XL Cargo Van

The City reserves the right to reject any or all bids, and to waive any irregularities in the bids, per Public Contract Code §22038(a), to accept other than the lowest bid, or not to award the bid. Bids may be rejected if they show any alterations of the price sheet, additions not called for, or alternative bids not properly documented.

Your price must include all standard features, all options listed in the specifications, discounts, delivery/destination charges and all other applicable fees and taxes. All quoted prices shall be current and firm for at least thirty (30) days. **All prices to be F.O.B. to Lindsay, California.**

Prospective bidders are furnished via email a bid packet. This information is also available on the City of Lindsay's website: www.lindsay.ca.us. An authorized representative of the company must initial each page, include the dealership name on each page and sign/date the last page.

This transaction will be covered by a City of Lindsay Purchase Order, or Certified Check. All terms included in this proposal and specifications will be binding.

SEALED BIDS will be received at the City Clerk's Office- 251 E Honolulu St. Lindsay, CA 93247 until Friday, September 10th, 2021 at 4:00 P.M. at which time they will be publicly opened. The envelope must be marked "**VEHICLE BID DOCUMENTS- DO NOT OPEN WITH REGULAR MAIL**". Bids received after the date and time indicated will not be opened nor considered. It is the bidder's responsibility to verify with the courier if the bid package was delivered as described per the bid opening requirements.

The bidder assumes all responsibility for having the bid delivered on time to the specified address. No bidder may withdraw its bid for a period of thirty (30) days after the date set for the opening of bids.

All bidders shall be licensed to sell and deliver vehicles in the State of California. Failure to possess the specified license shall render the bid non-responsive.

Questions regarding the bid process or specifics related to vehicle specifications shall be submitted via e-mail to: Lt. Nicholas Nave, Lindsay Department of Public Safety: nnave@lindsay.ca.us, no later than Friday, September 3rd, 2021 at 4:00 P.M.

Sincerely,

Lt. Nicholas Nave

18. ACCEPTANCE

The vehicle will be subject to a complete inspection by the City of Lindsay and/or its authorized agent(s) *prior* to acceptance. Inspection criteria shall include, but not be limited to- conformity to specification, mechanical integrity, damage, quality, workmanship, and materials. Three (3) business days shall be allowed for this process. If a problem or discrepancy is found, the dealer shall retrieve the vehicle(s) within two (2) business days of notification for correction/repairs and redeliver said vehicle(s) as soon as the repairs are complete.

The dealer shall retain title and control of all goods until they are delivered, and acceptance has been made. A final invoice will not be signed until the City of Lindsay has inspected and accepted the vehicle.

19. MANUALS

One (1) factory service manual CD (or other digital storage format) covering all powertrain, drivetrain, powertrain control, emissions diagnosis, body, chassis, electrical components, and wiring diagram of the vehicles purchased shall be included at the time of delivery.

If the CD manual is not available when the vehicle is delivered, a due-bill must be include with the invoice.

20. SPECIFIC REQUIREMENTS- POLICE INTERCEPTOR UTILITY

- 1. K8A- 2021 4DR AWD POLICE, 119" WHEELBASE 2022
- 2. YZ- OXFORD WHITE ✓
- 3. 9- CLTH BKTS/VNL R ✓
- 4. 6- EBONY Charcoal Black provided
- 5. 500A- EQUIPMENT GROUP
AM/FM STEREO ✓
- 6. 99W- 3.3L HYBRID ✓
- 7. 44B- 10-SP MOD HYBRD ✓
- 8. 52P- DR LOCK PLUNGER ✓
JOB #3 ORDER Not Specified by Mfr.
CA BOARD FEES Not Specified by Mfr.
- 9. 17A- AUX CLIMATE CTL ✓
- 10. 17T- CARGO DOME LAMP ✓
- 11. 425- 50 STATE EMISS ✓
- 12. 43D- COURTESY DISABL ✓
- 13. 47A- ENGINE IDLE ✓
- 14. 51V- SPTLMP LED DUAL ✓
- 15. 59B- KEY CODE 1284X ✓
- 16. 66C- REAR LIGHT PKG ✓
- 17. 68G- RR DR/LK INOP ✓
- 18. 76R- REVERSE SENSING ✓
- 19. 86T- RR TAILAMP HSG ✓
- 20. 153- FRT LICENSE BKT ✓

Dealership Name: Watsonville Fleet Group

Initials Y

21. SPECIFIC REQUIREMENTS- TRANSIT CONNECT XL CARGO VAN

1. S650 2021 TRANSIT CONNECT XL CARGO VAN ✓ 2022
2. 105" WHEELBASE ✓
3. FROZEN METALLIC WHITE (22)
4. CLOTH SEATS (CB)
5. EBONY ✓
6. ORDER CODE 100A ✓
7. 2.0L GDI I4 ENGINE (992)
8. 8 SPD AUTO TRANSAXLE 448
9. P215/55R16 BSW ✓
10. 5130 GVWR ✓
11. 50 STATE EMISSION ✓
12. HEAVY DUTY BATTERY ✓
13. COMPOSITE BULKHEAD WITH WINDOW (6E)
14. KEYED ALIKE- CODE 1284X Not Specified

22. EXCEPTIONS

- No exceptions
- Exceptions taken (describe- attach additional pages)

23. ADDITIONAL MATERIALS SUBMITTED

- No additional materials have been included with this bid.
- Additional materials attached (describe- attach additional pages)

Dealership Name: Watsonville Fleet Group

Initials YJ

24. PRICING


All standard features, all options listed in these specifications, all discounts, all delivery and destination charges, **sales tax** and all other applicable fees and taxes shall be included in your bid price.

Pursuant to all the vehicle specifications enumerated and described in this solicitation, we agree to furnish seven (7) 2021 Ford Police Interceptor Utility vehicles, and one (1) 2021 Ford Transit Connect XL Cargo Van, to the City of Lindsay at the prices stated in this specification.

Description	Quantity	Unit Cost (includes all fees/taxes)
2021 Police Interceptor Utility	7	\$ 281,023.28
2021 Transit Connect XL Cargo	1	\$ 26,760.15

Payment terms (not less than net 30 days): Net 30

I certify that this quote meets all specifications provided for these vehicles by the City of Lindsay. I have read and initialed each page of the bid specification.



Authorized Signature

Yesenia Covarrubias
Printed Name

9/7/21
Date

Dealership Name: Watsonville Fleet Group

Initials Y

CITY OF LINDSAY
VEHICLE SPECIFICATIONS

2021 MODEL YEAR
FORD POLICE INTERCEPTOR UTILITY & TRANSIT CONNECT XL CARGO VAN

1. The City of Lindsay is requesting a firm price quotation for seven (7) 2021 model year Ford Police Interceptor Utility Vehicles (K8A/500A), and one (1) 2021 Transit Connect XL Cargo Van.
2. It is the intent of this specification to describe, as to the 2021 Police Interceptor Utility, a police vehicle used daily to enforce city, state, and federal law. It is the intent of this specification to describe, as to the 2021 Transit Connect XL Cargo Van, a light/medium duty general use cargo van.
3. The manufacturer must use components, materials and design practice that are the best available in the industry for the type of operational condition to which this equipment will be subjected. Engine, transmission, differential, suspension, wheels, tires, and other equipment shall be heavy duty, selected to give maximum performance, service life, and safety; not just meet minimum requirements of this specification.
4. The term "heavy duty" as used in these specifications shall mean that the item to which the term is applied shall exceed when deemed applicable, the usual quantity, quality, or capacity of standard equipment.
5. Failure to read, examine and understand this specification will not excuse any failure to comply with the requirements of this specification or any resulting contracts, nor shall such failure be a basis for claiming additional compensation. If bidder suspects an error, omission, or discrepancy in this specification, bidder must immediately, and in any case not later than five (5) business days in advance of the bid due date, notify the contact person listed in the vehicle specifications. The City is not responsible for and will not pay any costs associated with the preparation and submission of the bid. Bidders are cautioned to verify their bids before submission, as amendments to or withdrawal of bids submitted after the time specified for opening bids may not be considered. The City will not be responsible for any bidder errors or omissions.
6. Bid forms received after the designated time will not be accepted. The bidder assumes all responsibility for having the bid delivered on time at the place specified. All bids received after the date and time specified shall not be opened nor considered. No bidder may withdraw its bid for a period of thirty (30) days after the date set for the opening of bids. The City reserves the right to reject any or all bids, and to waive any irregularities in the bids, per Public Contract Code §22038(a).
7. Bids will be reviewed by a screening committee comprised of City employees and/or authorized agents. The City staff may or may not initiate discussions with bidders for clarification purposes. Clarification is not an opportunity to change the bid. Bidders shall not initiate discussions with any City employee or official.

Dealership Name: Watsonville Fleet Group

Initials 

8. **CRITERIA FOR EVALUATION AND AWARD**

The City evaluates three categories of information: responsiveness, responsibility, and price. All bids, regardless of the type of solicitation, must meet the following responsiveness and responsibility criteria:

- A. Responsiveness- The City will determine whether the bid complies with the instructions for submitting bids, including completeness of bid, which encompasses the inclusion of all required attachments and submissions. The City must reject any bids that are submitted late. Failure to meet other requirements may result in rejection.
 - B. Responsibility- The City will determine whether the bidder is one with whom it can or should do business. Factors that the City may evaluate to determine "responsibility" include, but are not limited to: excessively high or low priced bid, past performance, references (including those found outside the bid), compliance with applicable laws- including tax laws, bidder's record of performance and integrity, has the bidder been delinquent or unfaithful to any contract with the City, whether the bidder is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified. A bidder must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. The City reserves the right to inspect bidder's facilities, equipment, and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in rejection.
 - C. Price- The City will then evaluate bids that have met the requirements above.
9. Clarification of any item in this specification may be obtained via email from Lt. Nicholas Nave, Services Division Commander for the Lindsay Department of Public Safety, at nnave@lindsay.ca.us

10. **BIDDER QUALIFICATIONS**

All bidders must be licensed in the State of California to sell and deliver vehicles.

- 11. Failure on the part of the bidder to comply with the requirements and conditions of this invitation for bid and this specification may subject his/her bid to rejection. No exceptions or deviations from this specification will be considered **unless each exception or deviation is specifically stated by the bidder as an exception with a detailed statement completely defining the exception(s)**. The burden of proof of compliance with this specification is the responsibility of the bidder.
- 12. The vehicle shall be a new (unused) 2021 model year. The vehicle shall be supplied with all equipment and accessories indicated as standard equipment in the manufacturer's published literature. Optional equipment as necessary to meet the following specifications shall also be installed.

Dealership Name: Watsonville Fleet Group

Initials YN

13. QUALITY ASSURANCE PROVISION

If the manufacturer and/or dealer requests a City of Lindsay employee inspect the vehicle outside the local area, all costs associated with the travel will be borne by the manufacturer and/or dealer.

14. WARRANTY

The vehicle purchased to these specifications shall include all standard warranties and powertrain care extended service plans.

A copy of the manufacturer's warranty policy and procedures manual shall be provided to the City of Lindsay upon delivery.

15. TITLE AND REGISTRATION

The dealer is responsible for registering the vehicle with the California Department of Motor Vehicles (DMV). The vehicles will require a California Exempt license plate. The City of Lindsay is exempt from DMV fees.

Vehicle Title:

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

16. GUARANTEE

The manufacturer/dealer delivering the vehicle against this specification shall guarantee that the vehicle meets minimum requirements set forth herein. If the vehicle delivered does not meet the minimum requirements of the specification, the City of Lindsay shall have the right to require correction or replacement of the vehicle(s).

17. DELIVERY

Prior to delivery, the vehicle shall be serviced and inspected by the dealer. The dealer shall be responsible for delivery of the vehicle in a complete and ready-for-use condition with all components tested, properly functioning, lubricated, and serviced. All fluids shall be filled to the manufacturer's recommended capacity, and fuel tanks at least 1/2 full when they arrive at the delivery destination. The vehicle shall be clean and free from defects when delivered.

Delivery shall be between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday (excluding holidays), to the Lindsay Department of Public Safety- 185 N Gale Hill Ave., Lindsay, CA 93247. The dealer shall contact Lt. Nicholas Nave at (559)562-2511 ext. 7151 to schedule a time to deliver the vehicle.

The dealer shall be responsible for ensuring the delivery performance of all subcontractors.

All risks of transportation and related charges shall be the responsibility of the dealer. All claims for visible or concealed damage shall be filed by the dealer. The City of Lindsay will notify the dealer promptly of any damaged goods and assist the dealer in arranging for inspection.

Delivery period (After Receipt of Order): 210 days.
** Pending No Misc. Delays*

Dealership Name: Watsonville Fleet Group

Initials [Signature]



STAFF REPORT

TO: Lindsay City Council
FROM: Neyba Amezcua, Acting Director of City Services & Planning
DEPARTMENT: City Services & Planning
ITEM NO.: 10.2
MEETING DATE: October 26, 2021

ACTION & RECOMMENDATION

Consider Minute Order Authorization to Award Contract for Bids CS21-08 and CS21-09 “2021 Street Seal & Rubberized Cape Seal Projects” Revision No. 1 to American Pavement Systems, Inc.

BACKGROUND | ANALYSIS

The 2021 Street Seal & Rubberized Cape Seal Projects were revised and re-advertised per Council approval during the September 28, 2021 meeting. Staff immediately started advertising the project and issued a Notice of Inviting Bids with a submittal deadline of October 19, 2021 at 1:30 pm.

There was a total of 3 bids received and acknowledged. The bids results are listed in the table below.

No.	Contractor Name	Base Bid	Alternate No. 1	Total
1	American Pavement Systems, Inc. (Modesto)	\$ 813,000.00	\$ 16,027.50	\$ 829,027.50
2	VSS, International (Sacramento)	\$ 848,083.50	\$ 18,916.50	\$ 867,000.00
3	Pavement Coatings Co. (Sacramento)	\$ 996,124.00	\$ 31,699.00	\$ 1,027,823.00

A license check with the State of California Contractors Board found the licenses for these contractors were active and valid. Department of Industrial Relations (DIR) registration for lowest and second lowest bidder (including listed subcontractors) was confirmed. Submitted bid bonds were also confirmed as valid. And finally, there were no listing of debarment with DIR.

Staff recommends Council to consider the acceptance of the bids received and award contract to American Pavement Systems, Inc for a total amount of \$829,027.50



STAFF REPORT

FISCAL IMPACT

Total Budget: \$1,508,100 (2021-2022 CIP)

Contract Amount: \$829,027.50

Fund: 200-Street Improvement Fund

ATTACHMENTS

- Abstract of Bid Proposals Received
- Streets Project Map

2021 Street Seal & Rubberized Cape Seal Projects Revision No. 1
Project # CS21-08 Slurry Seal Project
Project # CS21-09 Rubberized Cape Seal Project
ABSTRACT
Bid Opening on October 19, 2021 at 1:30 pm

BASE BID SCHEDULE				American Pavement Systems		VSS International		Pavement Coatings Co.	
				Lic No. 943792		Lic No. 293727		Lic No. 303609	
Item #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Mobilization and Demobilization	1.00	L.S.	\$ 35,446.40	\$ 35,446.40	\$ 22,846.53	\$ 22,846.53	\$ 65,000.75	\$ 65,000.75
2	Traffic Control	1.00	L.S.	\$ 35,000.00	\$ 35,000.00	\$ 48,716.00	\$ 48,716.00	\$ 86,750.00	\$ 86,750.00
3	Thermoplastic Striping	1.00	L.S.	\$ 40,500.00	\$ 40,500.00	\$ 43,696.80	\$ 43,696.80	\$ 47,750.00	\$ 47,750.00
4	Street Trees Clearance Pruning	1.00	L.S.	\$ 4,000.00	\$ 4,000.00	\$ 6,048.00	\$ 6,048.00	\$ 5,900.00	\$ 5,900.00
5	Slurry Seal Type II	85,027.00	S.Y.	\$ 1.80	\$ 153,048.60	\$ 2.31	\$ 196,412.37	\$ 2.35	\$ 199,813.45
6	Rubberized Cape Seal (Rubber Chip Seal + Slurry Seal Type II)	53,800.00	S.Y.	\$ 7.00	\$ 376,600.00	\$ 7.09	\$ 381,442.00	\$ 7.26	\$ 390,588.00
7	Double Rubberized Cape Seal for City Hall Alley	1,300.00	S.Y.	\$ 12.00	\$ 15,600.00	\$ 15.00	\$ 19,500.00	\$ 12.00	\$ 15,600.00
8	Remove & Replace Sidewalk	225.00	S.F.	\$ 57.00	\$ 12,825.00	\$ 54.00	\$ 12,150.00	\$ 59.00	\$ 13,275.00
9	Remove Tree w/Tree Stump	1.00	Each	\$ 8,000.00	\$ 8,000.00	\$ 7,560.00	\$ 7,560.00	\$ 5,900.00	\$ 5,900.00
10	Asphalt Remove & Replace Area	5,639.00	S.F.	\$ 20.00	\$ 112,780.00	\$ 16.20	\$ 91,351.80	\$ 21.20	\$ 119,546.80
11	Remove & Replace Curb & Gutter	200.00	L.F.	\$ 96.00	\$ 19,200.00	\$ 91.80	\$ 18,360.00	\$ 230.00	\$ 46,000.00

BASE BID SCHEDULE TOTAL AMOUNT				\$ 813,000.00	\$ 848,083.50	\$ 996,124.00
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Alternate No. 1: 860 N Sequoia Ave-Wellness Center Parking Lot				American Pavement Systems		VSS International		Pavement Coatings Co.	
				Lic No. 943792		Lic No. 293727		Lic No. 303609	
Item #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
12	Thermoplastic Striping	1.00	L.S.	\$ 6,500.00	\$ 6,500.00	\$ 7,020.00	\$ 7,020.00	\$ 7,700.00	\$ 7,700.00
13	Slurry Seal Type II	5,150.00	S.Y.	\$ 1.85	\$ 9,527.50	\$ 2.31	\$ 11,896.50	\$ 4.66	\$ 23,999.00

ALTERNATE NO. 1 TOTAL AMOUNT				\$ 16,027.50	\$ 18,916.50	\$ 31,699.00
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BASE BID SCHEDULE TOTAL AMOUNT + ALTERNATE NO. 1 TOTAL AMOUNT				\$ 829,027.50	\$ 867,000.00	\$ 1,027,823.00
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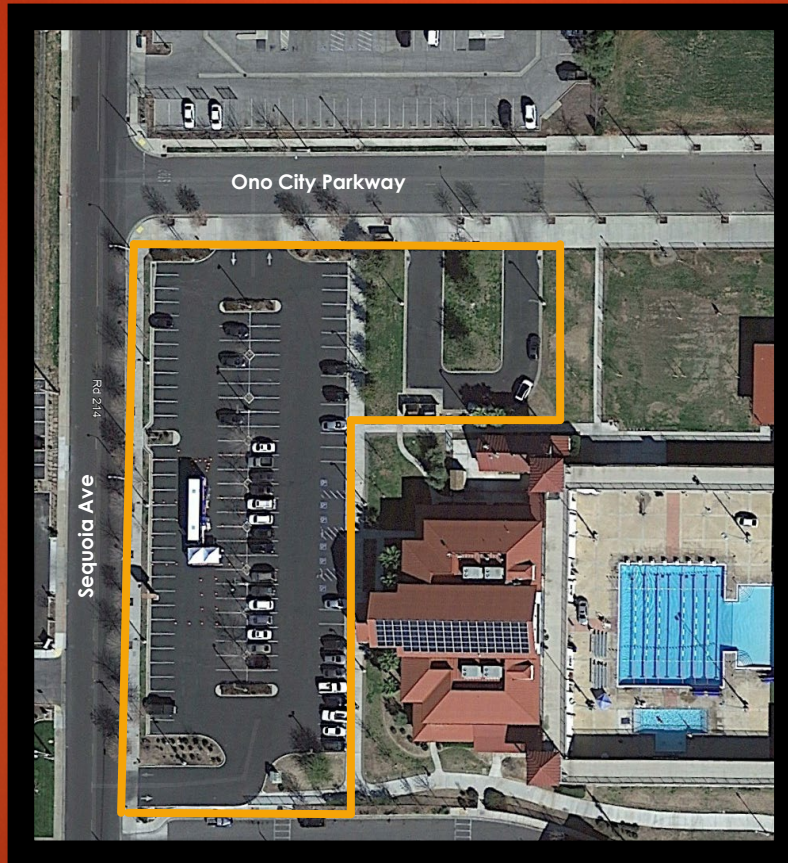
SLURRY SEAL MAP-ALTERNATE 1

Legend

ROAD_GRADE

- SLURRY SEAL
- CAPE SEAL
- City Limits
- Railroad
- State Highway

Alternate No. 1: 860 N Sequoia Ave Wellness Center Parking Lot





STAFF REPORT

TO: Lindsay City Council
FROM: Joseph M. Tanner, City Manager
DEPARTMENT: City Manager
ITEM NO.: 10.3
MEETING DATE: October 26, 2021

ACTION & RECOMMENDATION

Consider Approval of **Resolution 21-44**, Authorizing the Purchase and Sale Agreement for the Property Located at 284 East Hermosa Street, Lindsay, CA 93247 (APN: 205-261-014), and Finding that the Acquisition is Exempt from Review Under the California Environmental Quality Act (CEQA) Pursuant to Sections 15061 and 15301 of the CEQA Guidelines, Authorizing Close of Escrow.

BACKGROUND | ANALYSIS

284 E. Hermosa Street sits on 5,625 square foot lot with a 2,406 square foot, one story-building which includes a large basement. The site was last used as a religious facility and thereafter transferred to Bank of Sierra through a foreclosure process. The current zoning for the property is Community Commercial (CC). The property was listed by Sierra Real Estate for \$120,000 and then later reduced to \$90,000 on September 30, 2019.

The Community Reinvestment Act (CRA), enacted in 1977, requires the Federal Reserve and other federal banking regulators to encourage financial institutions, such as Bank of Sierra, to help meet the credit needs of the communities in which they do business, including low- and moderate-income (LMI) neighborhoods. In accordance with the Purchase and Sale Agreement, the property shall be employed in uses consistent with the Community Reinvestment Act to promote community development for a period of no less than three years after the date of the Agreement.

The City may satisfy the requirement under 12 CFR §345.12 by partnering with a Nonprofit or Agency that could provide any of the following services:

- Community Services
- Affordable Housing Services
- Economic Development Services
- Revitalize/Stabilize Community Improvement Services

Any costs incurred for the revitalization of 284 E. Hermosa Street could potentially be covered by the City's allotment under the American Rescue Plan Act (ARPA). This project is eligible because it will address



STAFF REPORT

negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector.

FISCAL IMPACT

The purchase price is five dollars (\$5.00), and the City will pay all fees related to closing costs.

ATTACHMENTS

- Resolution 21-44
- Purchase and Sale Agreement
- Appraisal Report



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

NUMBER 21-44

TITLE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY, AUTHORIZING THE PURCHASE AND SALE AGREEMENT FOR THE PROPERTY LOCATED AT 284 EAST HERMOSA STREET, LINDSAY, CA 93247 (APN:205-261-014), AND FINDING THAT THE ACQUISITION IS EXEMPT FROM REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO SECTIONS 15061 AND 15301 OF THE CEQA GUIDELINES, AUTHORIZING CLOSE OF ESCROW

MEETING At a regularly scheduled meeting of the City of Lindsay City Council held on October 26, 2021 at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

WHEREAS, the City of Lindsay and Bank of Sierra (“Seller”) have negotiated a draft purchase and sale agreement (“PSA”) for the acquisition of property located at 284 East Hermosa Street in the City of Lindsay (the “Property”); and

WHEREAS, Government Code Section 37350 states that the City may purchase, lease, receive, hold, and enjoy real and personal property and control and dispose it for the common benefit; and

WHEREAS, at its regular meeting on October 26, 2021, the City Council considered the key terms of the PSA, the staff report, other materials presented to it, and heard any comments from members of the public wishing to speak for or against the acquisition of the Property; and

WHEREAS, the acquisition of the Property provides a unique opportunity for the City of Lindsay to take ownership of a building for a low cost because the Property will be used to promote community development under The Community Reinvestment Act (CRA); and

WHEREAS, the acquisition of the Property will be for public purposes, which may include community service, affordable housing services, economic development services, and/or revitalize/stabilize community improvement services; and

WHEREAS, the City has not yet committed to any development plans for the Property, but instead will maintain the existing use until such time as the City Council approves a particular project or use consistent with the purposes set forth in this Resolution; therefore, it can be seen with certainty that there is no possibility that the City’s acquisition of the Property will have a significant effect on the environment in that the transactions contemplated under the PSA do not involve the physical design, development, demolition, or construction of structures or any physical modification to the Property or other land.

RESOLUTION NO. 21-44

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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

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

- SECTION 1. That the above recitals are all true and correct.
- SECTION 2. That the City Council authorizes the City Manager or designee to negotiate and execute a final PSA on behalf of the City consistent with the terms outlined in the staff report, subject to such nonsubstantive or minor modifications or amendments as may be necessary to complete the transaction contemplated hereby, and subject further to the City Attorney's approval as to form.
- SECTION 3. That the City Manager or designee shall negotiate and execute such other instruments, in a form approved by the City Attorney, and take any and all other action, as may be reasonably necessary to complete the acquisition of, and to close escrow on, the Property. Without limiting the generality of the foregoing, the City Manager or designee is hereby authorized to execute a certificate of acceptance of the grant deed for the property, pursuant to Government Code section 27821 in a form approved by the City Attorney.
- SECTION 4. That the City Council finds that the acquisition of the Property is exempt from review under the California Environmental Quality Act ("CEQA"), pursuant to CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption), in that the City will maintain the existing use until such time as the City Council approves a particular project or use for the Property, if the City Council elects to consider modifications of the Property in the future. Acquisition will not involve changes to the physical design of the site, demolition, earth moving activities, or construction, and in the absence of particular plans any environmental effects of acquisition would be speculative. Nothing in the PSA limits the City's discretion to take any and all action necessary to comply with CEQA prior to approving any future project on the site. Acquisition is also exempt pursuant to CEQA Guidelines Section 15301 (Existing Facilities), in that the current use of the Property is intended to remain until a future use is approved, and there is nothing unusual about the proposed acquisition in terms of size, location, or other circumstance that is anticipated to result in a significant environmental effect.
- SECTION 5. That the City Manager or designee is directed to cause a notice of exemption to be filed with the Tulare County clerk, pursuant to CEQA Guidelines Section 15062, following adoption of this Resolution.

RESOLUTION NO. 21-44

Page 2 of 3



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	October 26, 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

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (“Agreement”) is entered into as of the _____ day of _____, 20__ (“Effective Date”) between Bank of the Sierra, a California corporation (“Sellers”) and City of Lindsay, a municipal corporation (“Buyer”). In consideration of the several promises and representations of the parties set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

WHEREAS, the Buyer is a municipal corporation in Tulare County, State of California;

WHEREAS, Buyer is the purchaser of certain real property, described in Exhibit A, within Tulare County, California (“Property”) and more particularly described in and evidenced by a certain grant deed, to Buyer as grantee and from Seller as grantor, to be recorded under this Agreement, in the Official Records of Tulare County, California; and

WHEREAS, Buyer desires to purchase from Seller and Seller desires to sell to Buyer the Property at the price and upon terms and conditions provided for in this Agreement, in an effort to further community development in accordance with the Community Reinvestment Act.

1. Property. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the “Property” described in Exhibit A, commonly known as 284 E. Hermosa St., Lindsay, California, identified as Assessor’s Parcel Number 205-261-014. Exhibit A is hereby incorporated herein by reference.

2. Purchase Price. The total purchase price shall be five dollars and zero cents (\$5.00) (the “Purchase Price”) and Buyer shall cause Seller to be paid the Purchase Price within ten (10) days of the execution of this Agreement. The parties agree this Purchase Price is significantly below the appraised value of the Property, and the transaction contemplated herein is intended to further community development under the Community Reinvestment Act.

3. Conveyance. Within ten (10) days of the receipt of the Purchase Price, Seller shall deliver to Buyers a Grant Deed (“Deed”) in recordable form, conveying such fee simple title to the Property.

4. Immediate Possession. Buyer is allowed onto the Property upon execution of this Agreement and prior to full conveyance of the Deed, if necessary.

5. Costs. All costs shall be borne by Buyer to complete the transaction including any and all fees, appraisals, surveys, title insurance, recording costs, and any other necessary costs associated with this Agreement. No expenses of Seller (e.g. attorneys’ fees) shall be covered by Buyer unless approved by the City Manager prior to expenses being incurred. Real estate taxes payable in the year in which the recording of the Deed occurs shall be pro-rated based upon a calendar year through said recording date.

6. Use of Property. For a period of no less than three years after the date of this Agreement, use of the Property shall be consistent with the Community Reinvestment Act to promote

community development, in accordance with definitions under 12 CFR §345.12, and the Buyer's partnering with a Nonprofit or Agency that could provide any of the following services:

- a. Community Services;
- b. Affordable Housing Services;
- c. Economic Development Services; and/or
- d. Revitalize/Stabilize Community Improvement Services.

7. Indemnification. To the fullest extent permitted by law, each party must indemnify, defend (at the party's sole cost and expense and with legal counsel approved by the other party, which approval may not be unreasonably withheld), protect and hold harmless the other party, all subsidiaries, divisions and affiliated agencies, and all of their representatives, partners, designees, officers, directors, employees, consultants, agents, successors and assigns, (each, an "Indemnified Party" and collectively, the "Indemnified Parties"), from and against all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs, and all other professional expert or consultants' fees and costs and Licensee general and administrative expenses) of every kind and nature whatsoever (individually, a "Claim"; collectively, "Claims") which may arise out of, pertain to, or relate (directly or indirectly) to the negligence, recklessness, or misconduct of the party with respect to any work performed or services provided under this Agreement (including, without limitation, the acts, errors and/or omissions, by the party, its principals, officers, agents, employees, vendors, suppliers, consultants, sub-consultants, contractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them). Each party's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an Indemnified Party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an Indemnified Party, then indemnification obligation shall be reduced in proportion to the established comparative liability.

Buyer further holds Sellers and Sellers' officers, agents, insurers, heirs, personal representatives, successors, and / or assigns harmless from fiscal or legal responsibility arising from any defect in this Property or structures thereon. Buyer hereby releases Sellers, and Sellers' officers, agents, insurers, successors and assigns, of and from, any and all manner of action or actions, suits, claims, damages, judgments, or penalties, whether known or unknown, liquidated or unliquidated, fixed, contingent, direct or indirect, against Sellers, Sellers' officers, agents, insurers, heirs, personal representatives, successors and assigns for, upon or by reason of any death or bodily injury to any person, destruction or damage to any property, contamination or adverse effects on the environment, or any violation of governmental laws, regulations or orders, to the extent that such damage was caused by the environmental conditions of the Property or the treatment or remediation of the environmental conditions of the Property.

8. As-Is Purchase. Sellers are the owner of this Property by virtue of a deed-in-lieu of foreclosure. Sellers have never occupied this Property and are unfamiliar with the Property,

including the condition of any structures, improvements, fixtures, appliances, or components, or any other fact relating to the Property. Sellers do not warrant this Property or any structure or improvements thereon as to habitability or suitability for occupancy or any use. Any reports, repairs, or work required with respect to the Property are to be the sole responsibility of the Buyer. Buyer acknowledges and agrees that it is acquiring the Property AS-IS and that the only representations or warranties made by Seller with respect to the Property are those set forth in this Agreement and the grant deed by which the Property will be conveyed. Buyer acknowledges that it is accepting the Property in its AS IS condition, and assumes the risks associated with the condition of the Property. The closing of this transaction shall constitute an acknowledgement by the Buyer that the Property, including any structures and improvements thereon, and title was accepted without representation or warranty of any kind or nature and in its present “as is – where is” condition based solely on Buyer’s own inspection.

9. Entire Agreement. This document is the full agreement between the parties regarding the subject matter hereof and may only be altered in a writing signed by both the parties. This Agreement shall not be strictly construed for or against any party. Each party acknowledges that its independent counsel has reviewed this Agreement and agrees that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

10. Acceptance. To evidence their agreement with the foregoing and their intent to be legally bound, the parties have executed this Agreement as of the Effective Date.

11. Time Is of the Essence. Time is of the essence in this Agreement.

12. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, such provision will be deemed to be severed and deleted from the agreement as a whole, and neither such provision nor its severance and deletion shall in any way affect the validity of the remaining provisions of this Agreement, all of which shall remain in full force and effect.

13. Counterparts and Electronic Signatures. This Agreement may be executed in counterparts. Each such counterpart shall be deemed an original, but all such executed counterparts together shall constitute one and the same instrument. A facsimile, PDF, or other electronically transmitted signature on this Agreement shall be deemed as effective as an original signature.

14. Attorneys’ Fees and Costs. If any legal action or proceeding arising out of or relating to this Agreement is brought by either party to this Agreement, the prevailing party will be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys’ fees, costs, and expenses incurred in the action or proceeding by the prevailing party. The prevailing party shall include, without limitation: (a) a party who dismisses an action in exchange for sums allegedly due; (b) the party who receives performance from the other party of an alleged breach of covenant or a desired remedy where such is substantially equal to the relief sought in an action; or (c) the party determined to be the prevailing party by a court of law.

15. Governing Law. This Agreement has been negotiated and entered into in the State of California, and shall be governed by, construed, and enforced in accordance with the internal laws of the State of California, applied to contracts made in California by California domiciliaries to be wholly performed in California.

16. Form of Deed; Reservations. Prior to payment, Seller will transfer Seller's interest in the Property to Buyer by Grant Deed, subject to all outstanding rights, whether or not of record.

17. Council Approval. Seller understands that this Agreement is subject to approval by the City Council of the City of Lindsay. No signature of this Agreement binds Buyer to any obligation unless final approval is given by City Council of the City of Lindsay. Upon final approval by the City Council of the City of Lindsay, each party to this Agreement agrees to execute whatever documents and take such other actions as may be reasonably necessary and appropriate to carry out the intent and purpose of this Agreement.

NOTICES AND SIGNATURES

SELLERS

Bank of the Sierra
86 N Main St.
Porterville, CA 93257

Date: _____

Kevin McPhaill, President & CEO

BUYER

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

Date: _____

Joseph M. Tanner, City Manager

**RESTRICTED APPRAISAL REPORT
REAL ESTATE APPRAISAL**

Of
Religious Facility - 284 East Hermosa - Lindsay



284 East Hermosa Street, Lindsay
Tulare County
CA, 93247

As of
February 10, 2021

Prepared For
Ms. Debbie Robb
Bank of the Sierra
P. O. Box 1930
Porterville, CA, 93258

Client File:
210105002

Prepared by
DENNIS L. SCHNEIDER, MAI, SRA
Dennis Schneider, MAI, SRA, CA-AG 009026
March 3, 2023, Expiration-Date

File Name:
20210103

DENNIS L. SCHNEIDER, MAI, SRA



22482 Avenue 178
Porterville,
CA, 93257-9606

(559) 781-1313
Fax : (559) 781-6080
appraiser@ocsnet.net

February 12, 2021

Ms. Debbie Robb
Bank of the Sierra
P. O. Box 1930
Porterville, CA 93258

Re: Restricted Appraisal Report, Real Estate Appraisal
Religious Facility - 284 East Hermosa - Lindsay
284 East Hermosa Street, Lindsay,
Tulare County, CA, 93247

File Name: 20210103

Dear Ms. Robb:

At your request, I have prepared an appraisal for the above referenced property, which may be briefly described as follows:

Religious Facility

Please reference page 9 of this report for important information regarding the scope of research and analysis for this appraisal, including property identification, inspection, highest and best use analysis and valuation methodology.

I certify that I have no present or contemplated future interest in the property beyond this estimate of value. The appraiser has performed the following services regarding the subject within the three-year period immediately preceding acceptance of this assignment: April 6, 2018, March 7, 2019 and April 28, 2020.

Your attention is directed to the Limiting Conditions and Assumptions section of this report (page 7). Acceptance of this report constitutes an agreement with these conditions and assumptions. In particular, I note the following:

Hypothetical Conditions:

- There are no hypothetical conditions for this appraisal.



Extraordinary Assumptions:

- There are no Extraordinary Assumptions for this appraisal.

Based on the appraisal described in the accompanying report, subject to the Limiting Conditions and Assumptions, Extraordinary Assumptions and Hypothetical Conditions (if any), I have made the following value conclusion(s):

Current As Is Market Value:

The "As Is" market value of the Fee Simple estate of the property, as of February 12, 2021, is

Thirty-One Thousand Five Hundred Dollars (\$31,500)

The market exposure time preceding February 10, 2021 would have been 10 months and the estimated marketing period as of February 10, 2021 is 10 months.

Respectfully submitted,
Dennis L. Schneider, MAI, SRA

A handwritten signature in blue ink that reads "Dennis L. Schneider".

Dennis L. Schneider, MAI, SRA
CA-AG 009026

March 3, 2023
Expiration-Date

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Summary of Important Facts and Conclusions

GENERAL

Subject: Religious Facility - 284 East Hermosa - Lindsay
284 East Hermosa Street, Lindsay,
Tulare County, CA, 93247

Religious Facility

Owner: Bank of the Sierra

Legal Description: The east 75 feet of Lots 1, 2 and 3 in Block 9, in the City of Lindsay, County of Tulare, State of California, as per map recorded in Book 17, Page 57 of Maps, Tulare County Records

Date of Report: February 12, 2021

Intended Use: The intended use is for asset management.

Intended User(s): The report is intended to be used by Bank as an aid in underwriting a loan, classification of a loan and/or the disposition of loan collateral, which may constitute a federally-related real estate transaction for the purposes of applicable regulations. Bank may, without your prior authorization or a notice to you, provide you report or elements of it to other parties for their use, including without limitation in lending-related activities.

Assessment:

Real Estate Assessment and Taxes								
Tax ID	Land	Improvements	Other	Total Assessment	County Rate	Other Rate	Tax Rate	Taxes
205-261-014	\$26,001	\$142,878	\$0	\$168,879	\$1.0000	\$0.1400	\$1.1400	\$1,925.22

Sale History: The subject transferred to the current owner on August 4, 2020. No other transactions are known to the appraiser during the three-years prior to the date of this appraisal assignment.

This was a foreclosure and not an arm's length sale transaction.

Current Listing/Contract(s):

The subject was listed by Sierra Real Estate for \$90,000 on September 30, 2019. The listing date was July 31, 2014. The original listing price was \$120,000. It was listed with RE/MAX Visalia.

Land:

Land Summary						
Parcel ID	Gross Land Area (Acres)	Gross Land Area (Sq Ft)	Usable Land Area (Acres)	Usable Land Area (Sq Ft)	Topography	Shape
Subject Site	0.13	5,625	0.13	5,625	Level	Square

Improvements:

Building Summary						
Building Name/ID	Year Built	Condition	Number of Stories	Gross Building Area	Rentable Area	Number of Units
Religious Facility	1926	Average	1.0	2,406	2,406	1

Zoning: CC

Highest and Best Use of the Site: is holding until it is financially feasible to develop the site to a commercial use.

Highest and Best Use as Improved: is continued use as an assembly/meeting place-religious facility.

Type of Value: Market Value

Summary of Values	
Value Premise	As Is
Date of Value	2/10/2021
Value Type	Market Value
Value Perspective	Current
Interest Appraised	Fee Simple
Land Analysis	\$33,500
Improved Sales Analysis	\$31,500
Value Conclusion:	\$31,500

Limiting Conditions and Assumptions

Acceptance of and/or use of this report constitutes acceptance of the following limiting conditions and assumptions; these can only be modified by written documents executed by both parties.

This appraisal is to be used only for the purpose stated herein. While distribution of this appraisal in its entirety is at the discretion of the client, individual sections shall not be distributed; this report is intended to be used in whole and not in part.

No part of this appraisal, its value estimates or the identity of the firm or the appraiser(s) may be communicated to the public through advertising, public relations, media sales, or other media.

All files, work papers and documents developed in connection with this assignment are the property of Dennis L. Schneider, MAI, SRA. Information, estimates and opinions are verified where possible, but cannot be guaranteed. Plans provided are intended to assist the client in visualizing the property; no other use of these plans is intended or permitted.

No hidden or unapparent conditions of the property, subsoil or structure, which would make the property more or less valuable, were discovered by the appraiser(s) or made known to the appraiser(s). No responsibility is assumed for such conditions or engineering necessary to discover them. Unless otherwise stated, this appraisal assumes there is no existence of hazardous materials or conditions, in any form, on or near the subject property.

Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyl, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, was not called to the attention of the appraiser nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test for such substances. The presence of such hazardous substances may affect the value of the property. The value opinion developed herein is predicated on the assumption that no such hazardous substances exist on or in the property or in such proximity thereto, which would cause a loss in value. No responsibility is assumed for any such hazardous substances, nor for any expertise or knowledge required to discover them.

Unless stated herein, the property is assumed to be outside of areas where flood hazard insurance is mandatory. Maps used by public and private agencies to determine these areas are limited with respect to accuracy. Due diligence has been exercised in interpreting these maps, but no responsibility is assumed for misinterpretation.

Good title, free of liens, encumbrances and special assessments is assumed. No responsibility is assumed for matters of a legal nature.

Necessary licenses, permits, consents, legislative or administrative authority from any local, state or Federal government or private entity are assumed to be in place or reasonably obtainable.

It is assumed there are no zoning violations, encroachments, easements or other restrictions which would affect the subject property, unless otherwise stated.

The appraiser(s) are not required to give testimony in Court in connection with this appraisal. If the appraisers are subpoenaed pursuant to a court order, the client agrees to pay the appraiser(s) Dennis L. Schneider, MAI, SRA's regular per diem rate plus expenses.

Appraisals are based on the data available at the time the assignment is completed. Amendments/modifications to appraisals based on new information made available after the appraisal was completed will be made, as soon as reasonably possible, for an additional fee.

Americans with Disabilities Act (ADA) of 1990

A civil rights act passed by Congress guaranteeing individuals with disabilities equal opportunity in public accommodations, employment, transportation, government services, and telecommunications. Statutory deadlines become effective on various dates between 1990 and 1997. Dennis L. Schneider, MAI, SRA has not made a determination regarding the subject's ADA compliance or non-compliance. **Non-compliance could have a negative impact on value; however, this has not been considered or analyzed in this appraisal.**

Scope of Work

According to the Uniform Standards of Professional Appraisal Practice, it is the appraiser's responsibility to develop and report a scope of work that results in credible results that are appropriate for the appraisal problem and intended user(s). Therefore, the appraiser must identify and consider:

- the client and intended users;
- the intended use of the report;
- the type and definition of value;
- the effective date of value;
- assignment conditions;
- typical client expectations; and
- typical appraisal work by peers for similar assignments.

This appraisal is prepared for Ms. Debbie Robb, Senior Administrative Assistant Bank of the Sierra. The problem to be solved is to estimate the current 'As Is' market value for asset management purposes. The intended use is for asset management. The report is intended to be used by Bank as an aid in underwriting a loan, classification of a loan and/or the disposition of loan collateral, which may constitute a federally-related real estate transaction for the purposes of applicable regulations. Bank may, without your prior authorization or a notice to you, provide you report or elements of it to other parties for their use, including without limitation in lending-related activities.

SCOPE OF WORK

Report Type:	This is a Restricted Appraisal Report as defined by Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2(b). This format provides for only basic property identification, appraisal statements and value conclusion(s). The appraisal may only be used by the client for the intended use. The rationale for how the appraiser arrived at the opinions and conclusions set forth in the report may not be understood properly without additional information in the appraiser's work-file.
Property Identification:	The subject has been identified by the legal description and the assessors' parcel number.
Inspection:	A complete interior and exterior inspection of the subject property has been made, and photographs taken.
Market Area and Analysis of Market Conditions:	A complete analysis of market conditions has been made.

Highest and Best Use Analysis:	A complete as vacant and as improved highest and best use analysis for the subject has been made. Physically possible, legally permissible and financially feasible uses were considered, and the maximally productive use was concluded.
Type of Value: <u>Valuation Analyses</u>	Market Value
Cost Approach:	A cost approach was not applied as the market does not rely on this approach for a building the age of the subject property.
Sales Comparison Approach:	A sales approach was applied as there is adequate data to develop a value estimate and this approach reflects market behavior for this property type.
Income Approach:	An income approach was not applied as while the subject could generate an income stream, the most probable buyer is an owner-occupant.
Hypothetical Conditions:	<ul style="list-style-type: none"> • There are no hypothetical conditions for this appraisal.
Extraordinary Assumptions:	<ul style="list-style-type: none"> • There are no Extraordinary Assumptions for this appraisal.

Type and Definition of Market Value

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

The definition of market value was taken from the Department of Treasury, Office of the Comptroller of the Currency, 12 CFR Part 34, dated August 24, 1990 (Section 34.42 Definitions).

Market Area Analysis

Area Description & Boundaries

The neighborhood boundaries extend from Foothill Avenue to State Route 65 on a north south axis and from Fir Street to Lindmore Avenue on an east west axis. The primary access route in this area is State Route 65, which is the primary north and south thoroughfare in this area. State Route 65 connects Exeter on the north to Bakersfield on the south. Roads in the remainder of the area consist of county maintained roads. The road system in this market area is considered adequate. The area has average proximity to schools, shopping and services. This area feeds into the Lindsay School District which has schools for kindergarten through 12th grade.

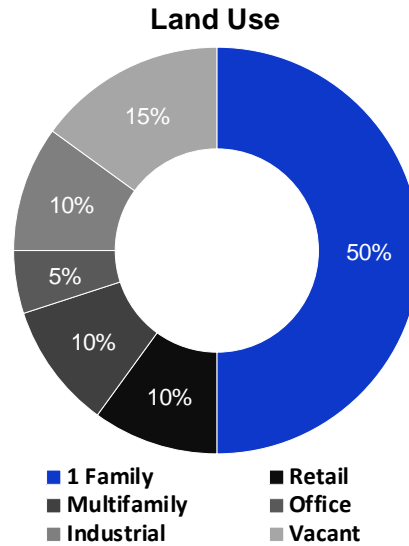
Area & Property Use Characteristics

Location	<input checked="" type="checkbox"/> Urban	<input type="checkbox"/> Suburban	<input type="checkbox"/> Rural	Population Trend	<input checked="" type="checkbox"/> Up	<input type="checkbox"/> Stbl	<input type="checkbox"/> Dn
Build Up	<input checked="" type="checkbox"/> Over 75%	<input type="checkbox"/> 25% to 75%	<input type="checkbox"/> Under 25%	Employment Trend	<input type="checkbox"/>	<input checked="" type="checkbox"/> X	<input type="checkbox"/>
Built Up <input type="checkbox"/> Fully Dev.	<input type="checkbox"/> Rapid	<input checked="" type="checkbox"/> X Steady	<input type="checkbox"/> Slow	Personal Income Level	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> X
Property Values	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> X Stable	<input type="checkbox"/> Declining	Retail Sales	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> X
Demand/Supply	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> X In Balance	<input type="checkbox"/> Over Supply	New Construction	<input type="checkbox"/>	<input checked="" type="checkbox"/> X	<input type="checkbox"/>
Vacancy Trend	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> X Stable	<input type="checkbox"/> Declining	Vacancy Trend	<input type="checkbox"/>	<input checked="" type="checkbox"/> X	<input type="checkbox"/>
Change in Economic Base	<input type="checkbox"/> Likely	<input checked="" type="checkbox"/> X Unlikely	<input type="checkbox"/> Taking Place	Rental Demand	<input type="checkbox"/>	<input checked="" type="checkbox"/> X	<input type="checkbox"/>

Land Use Trends

Present Land Use	Supply/Demand			Vacancy
	Under	In Bal.	Over	
50% 1 Family	<input type="checkbox"/>	<input checked="" type="checkbox"/> X	<input type="checkbox"/>	3%
10% Retail	<input type="checkbox"/>	<input checked="" type="checkbox"/> X	<input type="checkbox"/>	10%
10% Multifamily	<input type="checkbox"/>	<input checked="" type="checkbox"/> X	<input type="checkbox"/>	5%
5% Office	<input type="checkbox"/>	<input checked="" type="checkbox"/> X	<input type="checkbox"/>	10%
10% Industrial	<input type="checkbox"/>	<input checked="" type="checkbox"/> X	<input type="checkbox"/>	10%
15% Vacant	<input type="checkbox"/>	<input checked="" type="checkbox"/> X	<input type="checkbox"/>	
100%				

Change in Land Use	Likely	<input checked="" type="checkbox"/> X
	Not Likely	<input type="checkbox"/>
	Taking Place	<input type="checkbox"/>



The market area is mostly urban in nature with some suburban residential uses. The urban uses include single-family and multiple-family residential, retail and service commercial, professional and medical offices, industrial uses, and institutional uses. The industrial uses are mostly centered on the citrus industry as the community is surrounded by citrus groves.

Age Range for Subject Property Type 1920 to 1975
 Rent Range for Subject Property Type NA to NA / square foot

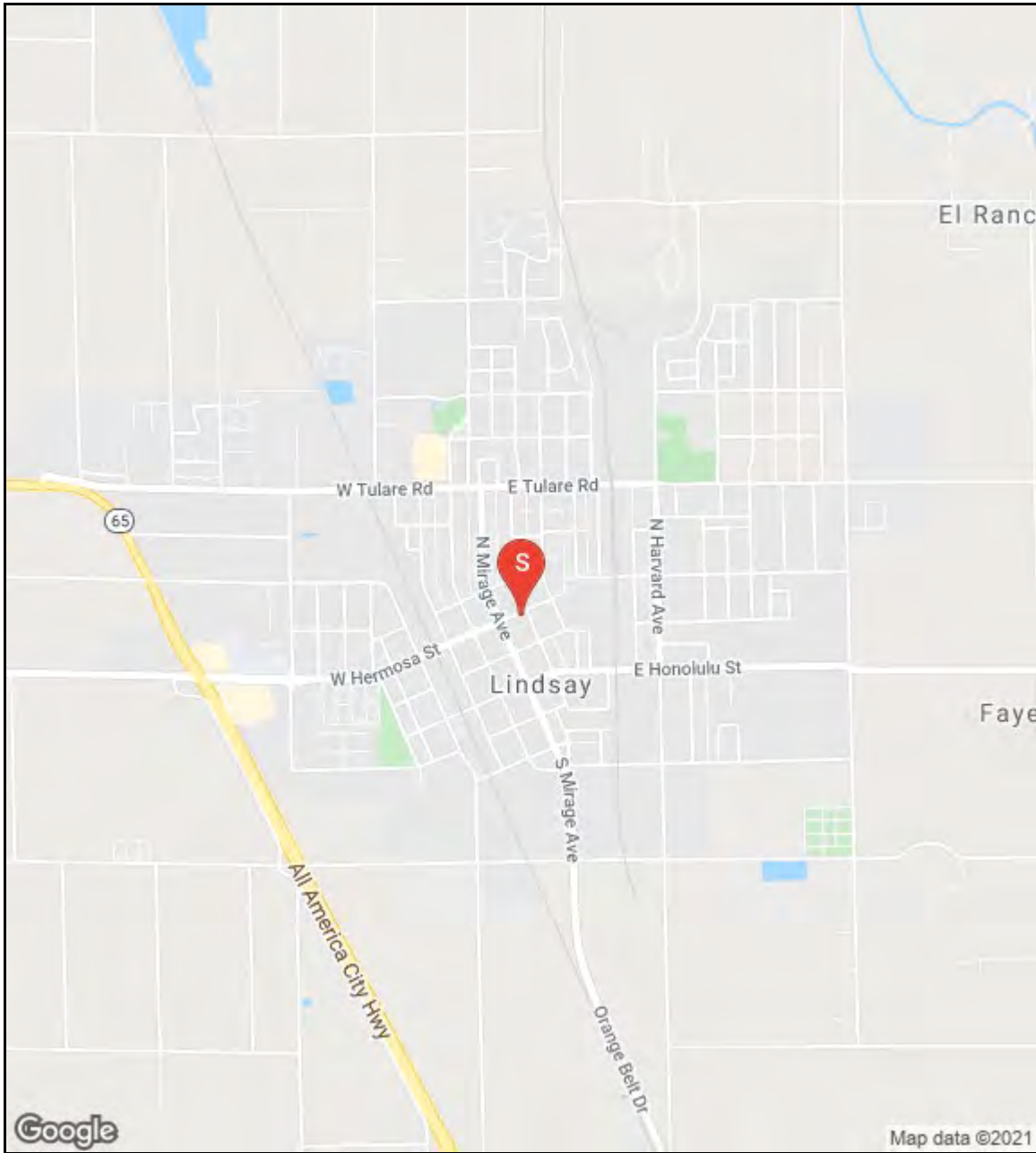
Adjacent Property Use

Adjacent property uses include a professional office to the immediate north, a religious facility to the northeast, and single family residences to the east, south, and west. The subject property is located in the southern-valley section of Tulare County. The rural and suburban areas surrounding the city have high concentration of citrus. The city is economically supported by the surrounding agricultural land uses. Based on current physical and economic conditions citrus is expected to remain viable. However, the market for assembly/meeting places has been limited because of the occupancy restrictions caused by the COVID-19 lockdown restrictions.

COVID-19 Comments

Currently the country is experiencing the global pandemic COVID-19 public health emergency. With regards to the local real estate market in general and the subject property in particular, future impacts to conclusions are unknown, uncertain, or unclear. Furthermore, the reader(s) of this appraisal report is reminded that the conclusions are based on the effective date of the appraisal.

Location Map



Property Description

Religious Facility

Land Summary						
Parcel ID	Gross Land Area (Acres)	Gross Land Area (Sq Ft)	Usable Land Area (Acres)	Usable Land Area (Sq Ft)	Topography	Shape
Subject Site	0.13	5,625	0.13	5,625	Level	Square

SITE

Location: Southwest corner of East Hermosa Street and North Gale Hill

Current Use of the Property: Assembly/Meeting Place-Religious Facility

Site Size: Total: 0.13 acres; 5,625 square feet

Usable: 0.13 acres; 5,625 square feet

All the gross land area is usable land area.

Shape: Square

Frontage/Access: The subject property has Average access with frontage as follows:

- East Hermosa Street: 75 feet
- North Gail Hill Avenue: 75 feet

The site has an average depth of 75 feet. It is a corner lot.

Visibility: Average

Topography: Level

Soil Conditions: The soil conditions observed at the subject appear to be typical of the region and adequate to support development.

Utilities: Electricity: Southern California Edison
 Sewer: City of Lindsay
 Water: City of Lindsay
 Natural Gas: Southern California Gas Company
 Underground Utilities: The site is serviced by underground utilities.
 Adequacy: The subject's utilities are typical and adequate for the market area.

Site Improvements:

- Electric-mercury vapor
- Concrete sidewalks

- Concrete curb and gutter

Flood Zone: The subject is located in an area mapped by the Federal Emergency Management Agency (FEMA). The subject is located in FEMA flood zone X, which is not classified as a flood hazard area.

FEMA Map Number: 06107C1305E

FEMA Map Date: June 16, 2009

The subject is not in a flood zone.

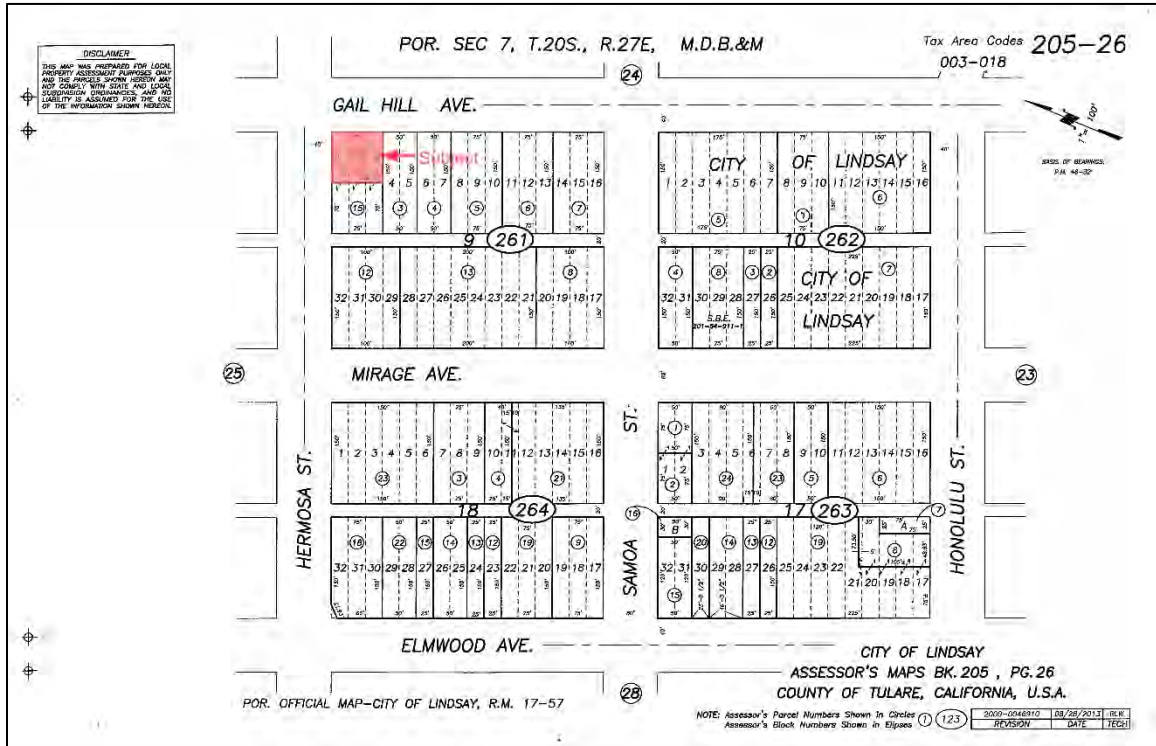
Wetlands/Watershed: No wetlands were observed during my site inspection.

Environmental Issues: There are no known adverse environmental conditions on the subject site. Please reference Limiting Conditions and Assumptions.

Encumbrance / Easements: There are no known adverse encumbrances or easements. Please reference Limiting Conditions and Assumptions.

Site Comments: The site has average and typical utility.

Plat Map



IMPROVEMENTS DESCRIPTION

Development/Property Name: Religious Facility - 284 East Hermosa - Lindsay

Property Type: Religious Facility

Overview: Religious Facility

Building Summary

Building Name/ID	Year Built	Condition	Number of Stories	Gross Building Area	Rentable Area	Number of Units
Religious Facility	1926	Average	1.0	2,406	2,406	1

GENERAL - RELIGIOUS FACILITY

Building Identification: Religious Facility

Building Description: Religious Facility

Building Class: D

Construction: Class D

Construction Quality: Average

Year Built: 1926

Renovations: None Known

Effective Age: 45 years

Remaining Useful Life: 5 years

Condition: Average

Appeal/Appearance: Average

Areas, Ratios & Numbers:
Number of Stories: 1.00
Gross Building Area: 2,406
Gross Leasable Area: 2,406
Rentable Area: 2,406
Number of Units: 1

Building Efficiency Ratio: 100.0%

FOUNDATION, FRAME & EXTERIOR - RELIGIOUS FACILITY

Foundation:	Poured concrete footings
Basement/Sublevels:	1,824 square feet
Basement Use:	Finished basement with social hall, two class rooms, a storage room, and a mechanical room.
Structural Frame:	Wooden Frame
Exterior:	Wood
Windows:	Casement & Fixed Casement
Roof/Cover:	Gable / Composition Shingle
Other:	The building has sustained \$52,676 fire damage. It is mostly on the eastern side of the building.

INTERIOR - RELIGIOUS FACILITY

Interior Layout:	Average
Floor Cover:	Carpet, Linoleum
Walls:	Plaster with some wood veneer
Ceilings & Ceiling Height:	Plaster / 10 feet
Lighting:	A mix of fluorescent and incandescent lighting.
Restrooms:	2

MECHANICAL SYSTEMS - RELIGIOUS FACILITY

Heating:	Forced Air
Cooling:	Evaporative Cooling
Electrical:	Standard for property type
Plumbing Condition:	Average
Sprinkler:	None

Comments, Religious Facility: The ground floor has a sanctuary, two restrooms, and a class room. The basement has a social hall, kitchen, two class rooms, a mechanical room, and a storage room.

PARKING

Parking Type and Number of Spaces: Type: Street parking only
Spaces: None on-site
Condition: Not applicable

Parking Ratio: NA.

PROPERTY ANALYSIS

Design & Functional Utility: Average

Deferred Maintenance: The subject has sustained \$52,676 fire damage, mostly to the eastern side of the building.

Comments: The building improvements consist of a 2,406-square foot wood-framed religious facility that was built in 1926. It is of average quality and condition.

Americans With Disabilities Act

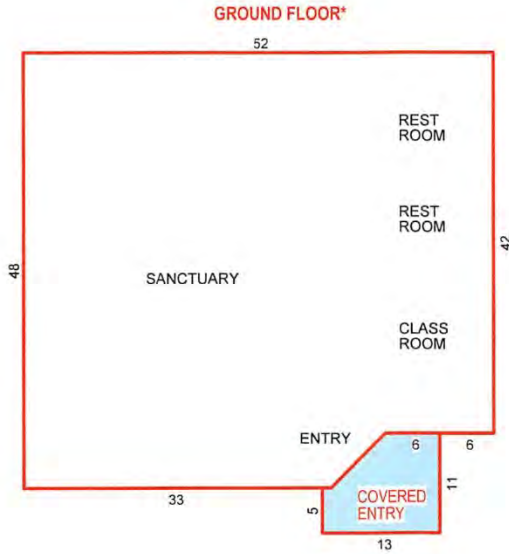
Please reference the Limiting Conditions and Assumptions section of this report on page 8.

Hazardous Substances

Please reference the Limiting Conditions and Assumptions section of this report on page 8.

Building Sketch

Property Address: 284 East Hermosa Street, Lindsay



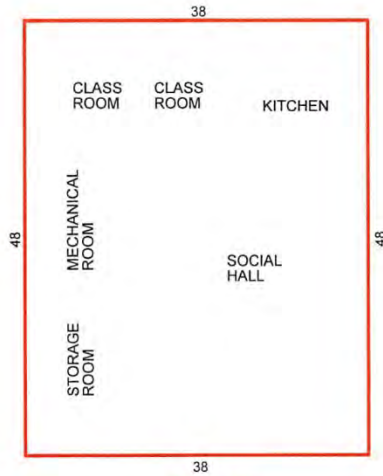
GROUND FLOOR*

42	x	52	=	2184
6	x	37	=	222
				Subtotal*
				2406 SF

COVERED ENTRY

6	x	9	=	54
5	x	13	=	65
				Subtotal
				119 SF

Total* 2406 SF



BASEMENT

38	x	48	=	1824 SF
* Total G.B.A. 2525 SF				
* Total N.B.A. 2406 SF				
Total OTHER 1824 SF				

Scale 1:180

Software by Dynamic Computing (850) 894-2719

1" = 15'

Subject Photographs



Front View



Front View – Exterior Fire Damage



Rear View



Front View – Fire Damage



Southern Building Elevation



Front View – Fire Damage



Street Scene to the North



Street Scene to the South



Street Scene to the East



Street Scene to the West



Basement Fire Damage



Sanctuary Fire Damage

Assessment and Taxes

Taxing Authority Tulare County

Assessment Year 2020

Real Estate Assessment and Taxes								
Tax ID	Land	Improvements	Other	Total Assessment	County Rate	Other Tax Rate	Tax Rate	Taxes
205-261-014	\$26,001	\$142,878	\$0	\$168,879	\$1.0000	\$0.1400	\$1.1400	\$1,925.22

Real Estate Assessment Analysis					
Tax ID	Per SF GBA	Per Acre	Total Assessment	Equalization Ratio	Implied Value
205-261-014	\$70.19	\$1,307,822	\$168,879	100.0%	\$168,879

Comments

The source for the assessment information is the county assessor and the source for the tax information is the county tax collector.

Assessment Analysis

All privately owned real estate in the State of California is assessed for ad valorem taxes by the local county assessor’s office. Currently, real property assessments are reported at 100% of their taxable value. The tax rate is a composite of county, city and special improvements and maintenance districts.

In the primary election held June 6, 1978, the voters of California approved the Jarvis-Gann Initiative, known as Proposition XIII. The major net effects of this proposition are:

1. The maximum amount of any ad valorem tax on real property will not exceed one-percent of full cash value.
2. The market value base may reflect from year to year the inflationary rate not to exceed two-percent of any given year or reduction as shown in the consumer price index or comparable data for the area under taxing jurisdiction.
3. The cash value means the county assessor’s valuation of real property as shown on the 1975-1976 tax bill under “full cash value,” or thereafter, the appraised value of the real property when purchased or a change in ownership has occurred after the 1975 assessment.

Because the purpose of this report is to determine the market value of the subject property, the tax liability may change should the property be sold or purchased. Furthermore, if the income capitalization approach is utilized, the taxes used reflect the valuation subject to a sale at the estimated market value.

Zoning

LAND USE CONTROLS	
Zoning Code	CC
Zoning Description	CC zoning is known as the Central Commercial District. This zoning allows a wide variety of commercial uses.
Zoning Density/FAR	0.43
Actual Density of Use	2.34 land to building ratio
Current Use Legally Conforming	The subject is legal and conforming use.
Zoning Change Likely	A zoning change is unlikely.
Zoning Change Description	Not Applicable
Set Back Distance	None
Side Yard Distance	None
Zoning Comments	This zoning is intended to be applied to both to the central commercial core of the city and the central commercial areas outside the central core as may be designated by the General Plan.

Highest and Best Use

Highest and best use may be defined as the reasonably probable and legal use of vacant land or improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value.

1. **Legally Permissible:** What uses are permitted by zoning and other legal restrictions?
2. **Physically Possible:** To what use is the site physically adaptable?
3. **Financially Feasible:** Which possible and permissible use will produce any net return to the owner of the site?
4. **Maximally Productive.** Among the feasible uses which use will produce the highest net return, (i.e., the highest present worth)?

Highest and Best Use of the Site

The highest and best use of the site, as vacant, is for is holding until it is financially feasible to develop the site to a commercial use.

Highest and Best Use as Improved

The highest and best use of the subject as improved is continued use as an assembly/meeting place-religious facility.

Valuation Methodology

Three basic approaches may be used to arrive at an estimate of market value. They are:

1. The Cost Approach
2. The Income Approach
3. The Sales Comparison Approach

Cost Approach

The Cost Approach is summarized as follows:

$$\begin{array}{l} \text{Cost New} \\ - \text{Depreciation} \\ + \text{Land Value} \\ = \text{Value} \end{array}$$

Income Approach

The Income Approach converts the anticipated flow of future benefits (income) to a present value estimate through a capitalization and or a discounting process.

Sales Comparison Approach

The Sales Comparison Approach compares sales of similar properties with the subject property. Each comparable sale is adjusted for its inferior or superior characteristics. The values derived from the adjusted comparable sales form a range of value for the subject. By process of correlation and analysis, a final indicated value is derived.

Final Reconciliation

The appraisal process concludes with the Final Reconciliation of the values derived from the approaches applied for a single estimate of market value. Different properties require different means of analysis and lend themselves to one approach over the others.

Analyses Applied

A **cost analysis** was considered and was not developed because the market does not rely on this approach for a building the age of the subject property.

A **sales comparison analysis** was considered and was developed because there is adequate data to develop a value estimate and this approach reflects market behavior for this property type.

An **income analysis** was considered and was not developed because while the subject could generate an income stream, the most probable buyer is an owner-occupant.

Sales Comparison Approach – Land Valuation

The Sales Comparison Approach is based on the premise that a buyer would pay no more for a specific property than the cost of obtaining a property with the same quality, utility, and perceived benefits of ownership. It is based on the principles of supply and demand, balance, substitution and externalities. The following steps describe the applied process of the Sales Comparison Approach.

- The market in which the subject property competes is investigated; comparable sales, contracts for sale and current offerings are reviewed.
- The most pertinent data is further analyzed and the quality of the transaction is determined.
- The most meaningful unit of value for the subject property is determined.
- Each comparable sale is analyzed and where appropriate, adjusted to equate with the subject property.
- The value indication of each comparable sale is analyzed and the data reconciled for a final indication of value via the Sales Comparison Approach.

Land Comparables

I have researched four comparables for this analysis; these are documented on the following pages followed by a location map and analysis grid. All sales have been researched through numerous sources, inspected and verified by a party to the transaction.

Comp	Address	Date	Acres	Land SF	
City	City	Price	Price Per Acre	Price Per Land SF	Sale Comments
Subject	284 East Hermosa Street Lindsay	2/10/2021	0.13	5,625	A cash equivalent transaction is assumed.
1	State Highway 65 North of Mariposa Street Lindsay	1/30/2020	0.30	12,868	This sale was financed with a \$35,000 1st trust deed. It was seller financed. Details of the loan term and interest were not available to the appraiser. Thus, this sale was not given as much consideration as the cash equivalent sale used in the sales analysis.
2	State Highway 65 North of Mariposa Street Lindsay	1/16/2020	0.23	10,203	This sale was financed with a \$30,000 1st trust deed. It was seller financed. Details of the loan term and interest were not available to the appraiser. Thus, this sale was not given as much consideration as the cash equivalent sale used in the sales analysis.
3	Highway 65 and Mariposa Street Lindsay	9/25/2019	4.74	206,474	This was an all cash to the seller transaction.
4	232 South Mirage Ave Lindsay	8/1/2018	0.17	7,420	This was an all cash to the seller transaction.

Land Comparable 1



Transaction

ID	1254	Date	1/30/2020
Address	State Highway 65 North	Price	\$50,000
City	Lindsay	Price per Acre	\$169,256.29
State	CA	Financing	Seller
Tax ID	199-260-005	Property Rights	Fee Simple
Grantor	Joe Lopez	Days on Market	28
Grantee	Mata Leonel & Erick	Verification	Parcel Quest
Book/Page or Reference	2020-0005970	Conditions of Sale	Arm's Length

Site

Acres	0.30	Topography	Level
Land SF	12,868	Zoning	CH
Road Frontage	258.37	Flood Zone	X
Shape	Irregular	Encumbrance or	None Known
Utilities	Wtr/Swr/Gs/Elect	Environmental Issues	None Known

Comments

This property is in the Visalia/Porterville Market Area. The nearest major intersection is State Highway 65 and West Hermosa Street in urban Lindsay. It is on the northeast corner of State Highway 65 and West Mariposa Street. The site has average and typical utility. All utilities are available to the site. The 12,868-sq. ft. (0.30 acres) site is zoned CH Highway Commercial by the City of Lindsay.

Land Comparable 2



Transaction

ID	1253	Date	1/16/2020
Address	State Highway 65 North	Price	\$40,000
City	Lindsay	Price per Acre	\$170,772.32
State	CA	Financing	Seller
Tax ID	199-260-005	Property Rights	Fee Simple
Grantor	JCH Family Limited	Days on Market	85
Grantee	Leonel & Erick Garcia	Verification	Parcel Quest
Book/Page or Reference	2020-0002866	Conditions of Sale	Arm's Length

Site

Acres	0.23	Topography	Level
Land SF	10,203	Zoning	CH
Road Frontage	84.65	Flood Zone	X
Shape	Irregular	Encumbrance or	None Known
Utilities	Wtr/Swr/Gs/Elect	Environmental Issues	None Known

Comments

This property is in the Visalia/Porterville Market Area. The nearest major intersection is State Highway 65 and West Hermosa Street in urban Lindsay. It is on the east line of State Highway 65, 298.37 feet north of West Mariposa Street. The site has average and typical utility. All utilities are available to the site. The 10,203-sq. ft. (0.23 acres) site is zoned CH Highway Commercial by the City of Lindsay.

Land Comparable 3



Transaction

ID	1252	Date	9/25/2019
Address	Highway 65 and Mariposa	Price	\$575,000
City	Lindsay	Price per Acre	\$121,308.02
State	CA	Financing	Cash
Tax ID	199-270-002	Property Rights	Fee Simple
Grantor	Benneyan, Purkiss &	Days on Market	2578
Grantee	<input type="checkbox"/>	Verification	Parcel Quest
Book/Page or Reference	--	Conditions of Sale	Arm's Length

Site

Acres	4.74	Topography	Level
Land SF	206,474	Zoning	CH
Road Frontage	462.61	Flood Zone	X
Shape	Irregular	Encumbrance or	None Known
Utilities	Wtr/Swr/Gs/Elect	Environmental Issues	None Known

Comments

This property is in the Visalia/Porterville Market Area. The nearest major intersection is State Highway 65 and West Hermosa Street in urban Lindsay. It is on the southeast corner of State Highway 65 and West Mariposa Street. The site has average and typical utility. All utilities are available to the site. The 206,474-sq. ft. (4.74 acres) site is zoned CH Highway Commercial by the City of Lindsay.

Land Comparable 4



Transaction

ID	1255	Date	8/1/2018
Address	232 South Mirage Ave	Price	\$55,000
City	Lindsay	Price per Acre	\$322,883.64
State	CA	Financing	Cash
Tax ID	205-232-003	Property Rights	Fee Simple
Grantor	Santiago & Maria Ramirez	Days on Market	627
Grantee	Eloisa Lemus	Verification	Parcel Quest
Book/Page or Reference	2018-0042040	Conditions of Sale	Arm's Length

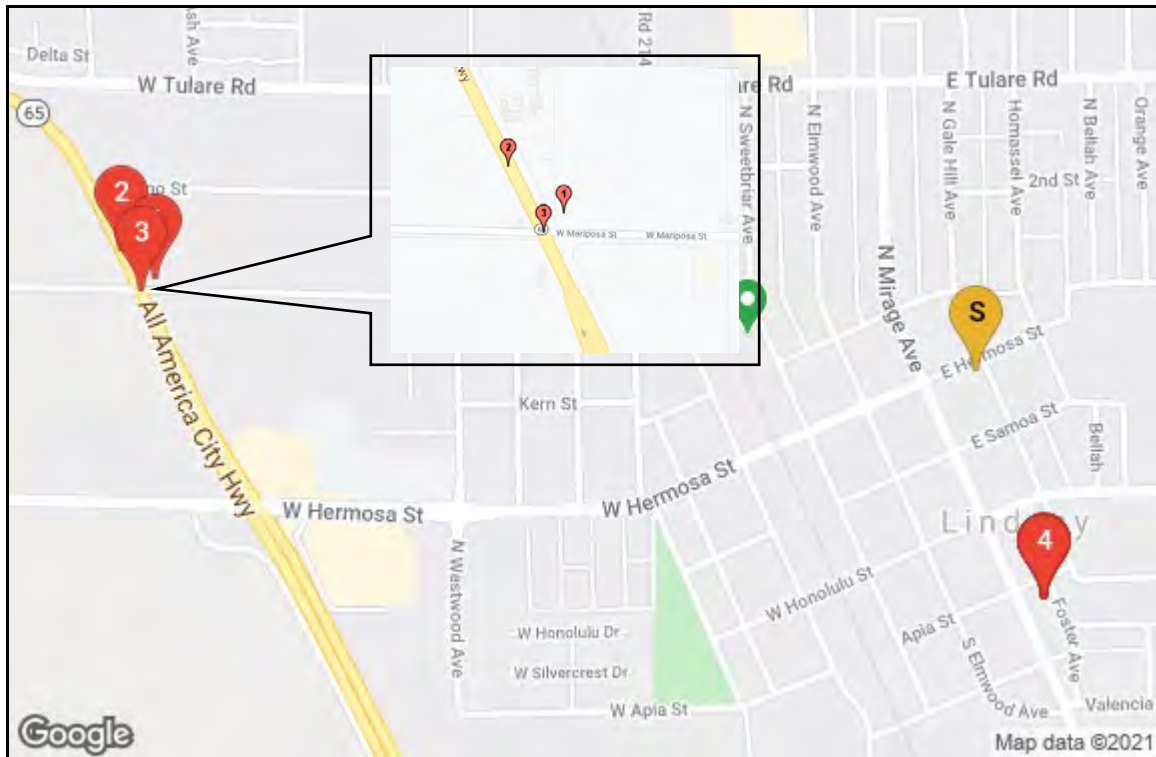
Site

Acres	0.17	Topography	Level
Land SF	7,420	Zoning	PO
Road Frontage	50 feet	Flood Zone	X
Shape	Rectangular	Encumbrance or	None Known
Utilities	Wtr/Swr/Gs/Elect	Environmental Issues	None Known

Comments

This property is in the Visalia/Porterville Market Area. The nearest major intersection is South Mirage Avenue and East Honolulu Street in urban Lindsay. The site has average and typical utility. All utilities are available to the site. The 7,420-sq. ft. (0.17-acre) site is zoned PO Professional Office by the City of Lindsay.

Comparables Map



Analysis Grid

The above sales have been analyzed and compared with the subject property. I have considered adjustments in the areas of:

- Property Rights Sold
- Financing
- Conditions of Sale
- Market Trends
- Location
- Physical Characteristics

On the following page is a sales comparison grid displaying the subject property, the comparables and the adjustments applied.

Land Analysis Grid		Comp 1		Comp 2		Comp 3		Comp 4	
Address	284 East Hermosa	State Highway 65		State Highway 65		Highway 65 and		232 South Mirage	
City	Lindsay	Lindsay		Lindsay		Lindsay		Lindsay	
State	CA	CA		CA		CA		CA	
Date	2/12/2021	1/30/2020		1/16/2020		9/25/2019		8/1/2018	
Price	--	\$50,000		\$40,000		\$575,000		\$55,000	
Land SF	5,625	12,868		10,203		206,474		7,420	
Land SF Unit Price	\$0.00	\$3.89		\$3.92		\$2.78		\$7.41	
Transaction Adjustments									
Property Rights	Fee Simple	Fee Simple	0.0%	Fee Simple	0.0%	Fee Simple	0.0%	Fee Simple	0.0%
Financing	Conventional	Seller	0.0%	Seller	0.0%	Cash	0.0%	Cash	0.0%
Conditions of Sale	Cash	Arm's Length	0.0%	Arm's Length	0.0%	Arm's Length	0.0%	Arm's Length	0.0%
Adjusted Land SF Unit Price		\$3.89		\$3.92		\$2.78		\$7.41	
Market Trends Through	2/12/2021	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Adjusted Land SF Unit Price		\$3.89		\$3.92		\$2.78		\$7.41	
Location	Average	Average	Average	Average	Average	Average	Average	Average	Average
% Adjustment		0%	0%	0%	0%	0%	0%	0%	0%
\$ Adjustment		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Land SF	5,625	12,868	10,203	206,474	7,420				
% Adjustment		0%	0%	50%	0%				
\$ Adjustment		\$0.00	\$0.00	\$1.39	\$0.00				
Topography	Level	Level	Level	Level	Level	Level	Level	Level	Level
% Adjustment		0%	0%	0%	0%	0%	0%	0%	0%
\$ Adjustment		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Shape	Square	Irregular	Irregular	Irregular	Irregular	Irregular	Rectangular	Rectangular	Rectangular
% Adjustment		0%	0%	0%	0%	0%	0%	0%	0%
\$ Adjustment		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Utilities	W tr/Swr/Gs/Elect	W tr/Swr/Gs/Elect	W tr/Swr/Gs/Elect	W tr/Swr/Gs/Elect	W tr/Swr/Gs/Elect	W tr/Swr/Gs/Elect	W tr/Swr/Gs/Elect	W tr/Swr/Gs/Elect	W tr/Swr/Gs/Elect
% Adjustment		0%	0%	0%	0%	0%	0%	0%	0%
\$ Adjustment		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Zoning	CC	CH	CH	CH	CH	CH	PO	PO	PO
% Adjustment		0%	0%	0%	0%	0%	0%	0%	0%
\$ Adjustment		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Adjusted Land SF Unit Price		\$3.89		\$3.92		\$4.18		\$7.41	
Net Adjustments		0.0%		0.0%		50.0%		0.0%	
Gross Adjustments		0.0%		0.0%		50.0%		0.0%	

Comparable Land Sale Adjustments

Property Rights

The property rights assumed for the subject property and the property rights transferred for the comparable sales used were all fee simple estate. Thus, no adjustments to the comparable sales are required.

Financing

All comparable sales used are cash or cash equivalent transactions. Thus, no adjustments to the comparable sales are required.

Conditions of Sale

All the comparable sales used are arm's length transactions. Thus, no adjustments to the comparable sales are required.

Economic Trends

No changes in economic trends are noted from the effective date of the appraisal until the date of the oldest sale. Thus, no adjustments to the comparable sales are required.

Location

The location of the subject site and the locations comparable land sales are rated average. Thus, the sales do not require adjustment.

Land SF

The subject site is 5,625-sq. ft. Comp 3 is significantly larger than the subject and is adjusted upward 50%. The other sales used are similar in size and do not require adjustment.

Topography

All sales used have similar topography when compared to the subject and no adjustments are required.

Shape

All sales used have similar shape when compared to the subject and no adjustments are required.

Utilities

All sales used have similar utilities when compared to the subject and no adjustments are required.

Zoning

The subject site and the comparable land sales used all have relatively similar zoning and adjustment is not required.

Sales Comparison Approach Conclusion – Land Valuation

Following adjustments, the comparables indicated prices per land sf of \$3.89 to \$7.41, with a median value of \$4.05.

Sale	\$/Land Sf	Comparability
4	\$7.41	Superior
Subject	\$6.00	NA
3	\$4.18	Inferior
2	\$3.92	Inferior
1	\$3.89	Inferior

All of the value indications have been considered, and in the final analysis, Comp 4 is given most weight in arriving at my final reconciled per land sf value of \$6.00. This is because it has the closest proximity to the subject. It is tempered by Comp 3 because it is a more recent comparable. Comp 1 and Comp 2 are not given much consideration because the terms and interest rate were not available.

Land Value Ranges & Reconciled Value				
Number of Comparables:	4	Unadjusted	Adjusted	% Δ
Low:		\$2.78	\$3.89	40%
High:		\$7.41	\$7.41	0%
Average:		\$4.50	\$4.85	8%
Median:		\$3.90	\$4.05	4%
Reconciled Value/Unit Value:			\$6.00	land sf
Subject Size:			5,625	
Indicated Value:			\$33,749	
Reconciled Final Value:			\$33,500	
Thirty Three Thousand Five Hundred Dollars				

Sales Comparison Approach

The Sales Comparison Approach is based on the premise that a buyer would pay no more for a specific property than the cost of obtaining a property with the same quality, utility, and perceived benefits of ownership. It is based on the principles of supply and demand, balance, substitution and externalities. The following steps describe the applied process of the Sales Comparison Approach.

- The market in which the subject property competes is investigated; comparable sales, contracts for sale and current offerings are reviewed.
- The most pertinent data is further analyzed and the quality of the transaction is determined.
- The most meaningful unit of value for the subject property is determined.
- Each comparable sale is analyzed and where appropriate, adjusted to equate with the subject property.
- The value indication of each comparable sale is analyzed and the data reconciled for a final indication of value via the Sales Comparison Approach.

Comparables

I have researched six comparables for this analysis; these are documented on the following pages followed by a location map and analysis grid. All sales have been researched through numerous sources, inspected and verified by a party to the transaction.

Comp Class	Address City	Grantor Grantee	Price Date	Price Per SF GBA	Year Built Construction	Sale Comments
Subject	284 East Hermosa Street Lindsay	Bank of the Sierra Listing	-- 7/31/2014	-- 2,406	1926 Class D	
1	3971 East Kaviland Ave Fresno	Califoma-Nevada United Methodist Charmaine Radeliant	\$150,000 12/11/2020	\$29.62 5,064	1949 Class D	This was an all cash to the seller transaction.
2	47 East Walnut Ave Porterville	Faith Tabernacle of Porterville Central California Conference of 7th	\$145,000 2/14/2020	\$30.21 4,800	1920 Class D	This was an all cash to the seller transaction.
3	1436 P Street Sanger	Sobaje Property Group Inc. Sanger Unified School District	\$130,000 8/6/2018	\$52.27 2,487	1962 Class D	The most recent sale was an all cash to the seller sales transaction. There was a prior sale 5/22/2017 \$85,000, cash terms, doc# 2017-0062775, and 32 days on market.
4	130 West Myrtle Street Hanford	First Freewill Baptist Church of Apostolic Assembly of the	\$400,000 6/22/2018	\$55.36 7,226	1947 Class D	This was an all cash to the seller transaction.
5	175 South F Street Porterville	International Church of the Raul & Pauline Reyna	\$165,000 4/12/2018	\$58.93 2,800	1920 Class D	This was an all cash to the seller transaction.
6	1044 South 9th Street Fresno	Roman Catholic Bishop of Fresno Truth Tabernacle United	\$225,000 11/17/2017	\$45.96 \$4,896.00	1945 Class D	This was an all cash to the seller sales transaction.

Comparable 1



Transaction

ID	1256	Date	12/11/2020
Address	3971 East Kaviland Ave	Price	\$150,000
City	Fresno	Price Per SF	\$29.62
State	CA	Transaction Type	Closed Sale
Tax ID	NA	Financing	Cash
Grantor	California-Nevada United	Property Rights	Fee Simple
Grantee	Charmaine Radeliant	Days on Market	221
Book/Page or Reference	2020-0179466	Verification	NA
		Conditions of Sale	Arm's Length

Site

Acres	0.33	Topography	Level
Land SF	14,500	Zoning	R-1 NB
Road Frontage	145 feet	Flood Zone	X
Shape	Rectangular	Encumbrance or	None Known
Utilities	Wtr/Swr/Gs/Elect	Environmental Issues	None Known

Building

Source For SF Area	Parcel Quest
Rentable Area	5,064
No. of Units	1
Year Built	1949
Renovations	None Known
Condition	Average

Comments

This property is in the Fresno Market Area. The nearest major intersection is East Jensen Avenue Bypass and South Cedar Avenue in urban Fresno. It on the northwest corner of East Kaviland Avenue and South 10th Street. The site has average and typical utility. The 14,500-sq. ft. (0.32-acre) site is zoned R-1 NB by Fresno County. This is single-family residential neighborhood beautification zoning. The building improvements consist of 5,064-sq. ft. average quality/condition assembly/ meeting place-religious facility.

Comparable 2



Transaction

ID	1015	Date	2/14/2020
Address	47 East Walnut Ave	Price	\$145,000
City	Porterville	Price Per SF	\$30.21
State	CA	Transaction Type	Closed Sale
Tax ID	261-117-001	Financing	Cash
Grantor	Faith Tabernacle of	Property Rights	Fee Simple
Grantee	Central California	Days on Market	114
Book/Page or Reference	2020-0009677	Verification	Parcel Quest
		Conditions of Sale	Arm's Length

Site

Acres	0.52	Topography	Level
Land SF	22,500	Zoning	DR-S
Road Frontage	150 feet	Flood Zone	X
Shape	Square	Encumbrance or	None Known
Utilities	Wtr/Swr/Gs/Elect	Environmental Issues	None Known

Building

Source For SF Area	Tulare County MLS
Rentable Area	4,800
No. of Units	1
Year Built	1920
Renovations	Numerous over the years
Condition	Fair

Comments

This property is in the Visalia/Porterville Market Area. It is near the intersection of South Main Street and East Orange Avenue. It is on the southeast corner of East Walnut Ave and South C Street in urban Porterville. The 22,500-sq. ft. site is zoned DR-S Retail South of Olive. The building improvements consist of a 4,800-sq. ft. religious facility that is of average quality construction and is in fair condition.

Comparable 3



Transaction

ID	735	Date	8/6/2018
Address	1436 P Street	Price	\$130,000
City	Sanger	Price Per SF	\$52.27
State	CA	Transaction Type	Closed Sale
Tax ID	332-101-05	Financing	Cash
Grantor	Sobaje Property Group	Property Rights	Fee Simple
Grantee	Sanger Unified School	Days on Market	336
Book/Page or Reference	2018-0095173	Verification	Fresno MLS-Parcel Quest
		Conditions of Sale	Arm's Length

Site

Acres	0.34	Topography	Level
Land SF	15,000	Zoning	RM-2.5
Road Frontage	100	Flood Zone	X
Shape	Rectangular	Encumbrance or	None Known
Utilities	Complete	Environmental Issues	None Known

Building

Source For SF Area	Parcel Quest
Rentable Area	2,487
No. of Units	0
Year Built	1962
Renovations	NA
Condition	Average

Comments

This sale is in the Sanger Submarket of the Fresno Market Area. It is on the east line of P Street, south of 14th Street in urban Sanger.

Comparable 4



Transaction

ID	1017	Date	6/22/2018
Address	130 West Myrtle Street	Price	\$400,000
City	Hanford	Price Per SF	\$55.36
State	CA	Transaction Type	Closed Sale
Tax ID	010-184-014	Financing	Cash
Grantor	First Freewill Baptist	Property Rights	Fee Simple
Grantee	Apostolic Assembly of	Days on Market	9
Book/Page or Reference	1810396	Verification	Parcel Quest
		Conditions of Sale	Arm's Length

Site

Acres	0.14	Topography	Level
Land SF	6,250	Zoning	OR
Road Frontage	50 feet	Flood Zone	X
Shape	Rectangular	Encumbrance or	None Known
Utilities	Complete	Environmental Issues	None Known

Building

Source For SF Area	Tulare County
Rentable Area	7,226
No. of Units	1
Year Built	1947
Renovations	Numerous over the years
Condition	Average

Comments

This property is in Fresno Market Area. The nearest major intersection is North Douty Avenue and West 7th Avenue in downtown Hanford. It is on the northwest corner of West Myrtle Street and North Irwin Street in urban Hanford. The 6,250-sq. ft. site is zoned Office/Residential by the City of Hanford. The building improvements consist of a 2-story, average quality religious facility. It is 7,226-sq. ft. It is of average quality construction and is in average condition.

Comparable 5



Transaction

ID	1016	Date	4/12/2018
Address	175 South F Street	Price	\$165,000
City	Porterville	Price Per SF	\$58.93
State	CA	Transaction Type	Closed Sale
Tax ID	260-184-002	Financing	Cash
Grantor	International Church of	Property Rights	Fee Simple
Grantee	Raul & Pauline Reyna	Days on Market	Not Available
Book/Page or Reference	2018-0018864	Verification	Parcel Quest
		Conditions of Sale	Arm's Length

Site

Acres	0.17	Topography	Level
Land SF	7,500	Zoning	R-M-3
Road Frontage	50 feet	Flood Zone	X
Shape	Rectangular	Encumbrance or	None Known
Utilities	Complete	Environmental Issues	None Known

Building

Source For SF Area	Tulare County
Rentable Area	2,800
No. of Units	1
Year Built	1920
Renovations	Numerous over the years
Condition	Average

Comments

This property is in the Porterville Submarket of the Visalia/Porterville Market Area. It is on the southwest corner of West Walnut Ave and South F Street in urban Porterville.

Comparable 6



Transaction

ID	737	Date	11/17/2017
Address	1044 South 9th Street	Price	\$225,000
City	Fresno	Price Per SF	\$45.96
State	CA	Transaction Type	Closed Sale
Tax ID	470-132-27	Financing	Cash
Grantor	Roman Catholic Bishop of	Property Rights	Fee Simple
Grantee	Truth Tabernacle United	Days on Market	0
Book/Page or Reference	2017-0149239	Verification	Fresno MLS-Parcel Quest
		Conditions of Sale	Arm's Length

Site

Acres	0.27	Topography	Level
Land SF	11,900	Zoning	RS-5
Road Frontage	100	Flood Zone	X
Shape	Rectangular	Encumbrance or	None Known
Utilities	Complete	Environmental Issues	None Known

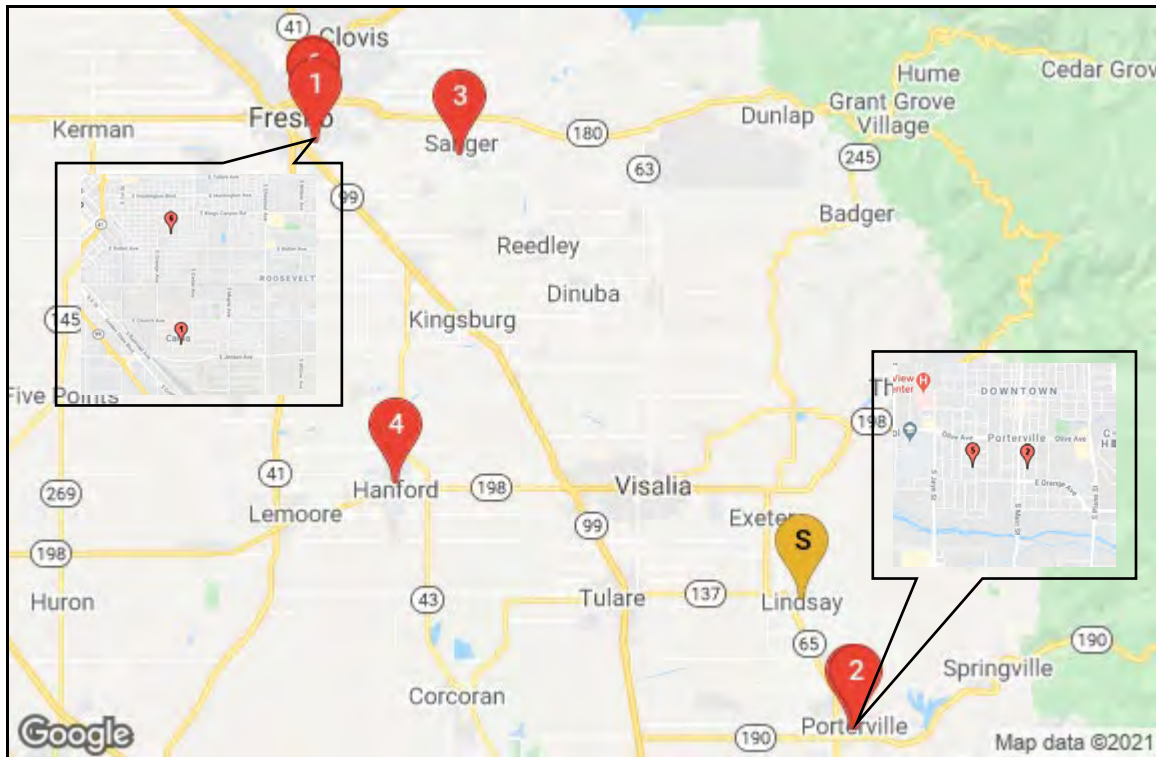
Building

Source For SF Area	Parcel Quest
Rentable Area	4,896
No. of Units	1
Year Built	1945
Renovations	NA
Condition	Average

Comments

This sale is in the Southeast Fresno Submarket of the Fresno Market Area. It is on the northwest corner of South 9th Street and East Lowe Avenue in urban Fresno.

Comparables Map



Analysis Grid

The above sales have been analyzed and compared with the subject property. I have considered adjustments in the areas of:

- Property Rights Sold
- Financing
- Conditions of Sale
- Market Trends
- Location
- Physical Characteristics

On the following page is a sales comparison grid displaying the subject property, the comparables and the adjustments applied.

Analysis Grid		Comp 1		Comp 2		Comp 3		Comp 4		Comp 5		Comp 6	
Address	284 East Hermosa Street	3971 East Kaviland	47 East Walnut Ave	1436 P Street	130 West Myrtle	175 South F Street	1044 South 9th Street						
City	Lindsay	Fresno	Porterville	Sanger	Hanford	Porterville	Fresno						
State	CA	CA	CA	CA	CA	CA	CA						
Date	2/12/2021	12/11/2020	2/14/2020	8/6/2018	6/22/2018	4/12/2018	11/17/2017						
Price	--	\$150,000	\$145,000	\$130,000	\$400,000	\$165,000	\$225,000						
GBA	2,406	5,064	4,800	2,487	7,226	2,800	4,896						
Price Per SF	\$0.00	\$29.62	\$30.21	\$52.27	\$55.36	\$58.93	\$45.96						
Transaction Adjustments													
Property Rights	Fee Simple	Fee Simple	0.0%	Fee Simple	0.0%	Fee Simple	0.0%	Fee Simple	0.0%	Fee Simple	0.0%	Fee Simple	0.0%
Financing	Conventional	Cash	0.0%	Cash	0.0%	Cash	0.0%	Cash	0.0%	Cash	0.0%	Cash	0.0%
Conditions of Sale	Arm's Length	Arm's Length	0.0%	Arm's Length	0.0%	Arm's Length	0.0%	Arm's Length	0.0%	Arm's Length	0.0%	Arm's Length	0.0%
Adjusted Price/SF		\$29.62	\$30.21	\$52.27	\$55.36	\$58.93	\$45.96						
Market Trends Through	2/12/2021	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%						
Adjusted Price/SF		\$29.62	\$30.21	\$52.27	\$55.36	\$58.93	\$45.96						
Location	Average	Average	Average	Average	Average	Average	Average						
% Adjustment		0%	0%	0%	0%	0%	0%						
\$ Adjustment		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
Condition	Average	Average	Fair	Average	Average	Average	Average						
% Adjustment		0%	10%	0%	0%	0%	0%						
\$ Adjustment		\$0.00	\$3.02	\$0.00	\$0.00	\$0.00	\$0.00						
Year Built	1926	1949	1920	1962	1947	1920	1945						
% Adjustment		-5.75%	1.50%	-9.00%	0.00%	0.00%	0.00%						
\$ Adjustment		-\$1.70	\$0.45	-\$4.70	\$0.00	\$0.00	\$0.00						
GBA	2,406	5,064	4,800	2,487	7,226	2,800	4,896						
% Adjustment		0%	0%	0%	0%	0%	0%						
\$ Adjustment		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
Basement Size	1,824	0	1,000	0	0	0	0						
% Adjustment		10%	5%	10%	10%	10%	10%						
\$ Adjustment		\$2.96	\$1.51	\$5.23	\$5.54	\$5.89	\$4.60						
Parking Adequacy	Fair	Adequate	Average	Average	Fair	Fair	Average						
% Adjustment		-10%	-10%	-10%	0%	0%	-10%						
\$ Adjustment		-\$2.96	-\$3.02	-\$5.23	\$0.00	\$0.00	-\$4.60						
Adjusted Price/SF		\$27.92	\$32.17	\$47.57	\$60.89	\$64.82	\$45.96						
Net Adjustments		-5.8%	6.5%	-9.0%	10.0%	10.0%	0.0%						
Gross Adjustments		25.8%	26.5%	29.0%	10.0%	10.0%	20.0%						

Comparable Sale Adjustments

Property Rights

The property rights assumed for the subject property and the property rights transferred for the comparable sales are fee simple. Thus, no adjustments to the comparable sales are required.

Financing

All the sales were cash or cash equivalent transactions. Thus, adjustments are required for financing.

Conditions of Sale

All comparable sales used were arm's length transactions. Thus, no adjustments to the comparable sales were required.

Economic Trends

No changes in market conditions were noted from the effective date of the appraisal until the date of the oldest sale. Thus, no adjustments to the comparable sales were required.

Location

The comparable sales have similar locations when compared to the subject property. Thus, no adjustment for location is required.

Condition

The subject property is assumed to be in average condition and four of the comparable sales used were in average condition at time of the property inspection. Thus, no adjustment is required for Comp 2 through Comp 6. Comp 2 was in inferior condition at the time of sale and is adjusted upward 10%.

Year Built

An adjustment of one-quarter of a percent per year for age differences is applied to the comparable sales.

GBA

All the comparable sales have differing GBA (gross building area) than the subject. However, the difference does not materially influence the price paid per square foot. Thus, no adjustment is required.

Basement Size

The subject has a finished basement and the four of comparable sales do not. Comp 1 and Comp 3 through Comp 6 are adjusted upward 10% for this difference. Comp 2 has a smaller basement than the subject and it is adjusted upward 5%.

Parking Adequacy

The parking adequacy of subject and Comp 4 and Comp 5 are rated fair. These sales do not require adjustment. The parking adequacy of Comp 1 through Comp 3 and Comp 6 are is rated adequate/average and these sales are adjusted downward 10%.

Sales Comparison Approach Conclusion

Following adjustments, the comparables indicated prices per gba of \$27.92 to \$64.82, with a median value of \$46.76.

Sale	\$/GBA	Comparability
5	\$64.82	Superior
4	\$60.89	Superior
3	\$47.57	Superior
6	\$45.96	Superior
Subject	\$35.00	NA
2	\$32.17	Inferior
1	\$27.92	Inferior

All of the value indications have been considered, and in the final analysis, Comp 1 is given the weight in arriving at my final reconciled per gba value of \$35.00. However, the other sales are a tempering influence. The appraiser adjusted the value downward \$52,676 to reflect the fire damage. It is the appraiser's opinion that the market value of the land is \$33,500. This is higher than the market value. However, the estimated cost of demolition is about \$31,500.

Value Ranges & Reconciled Value				
Number of Comps:	6	Unadjusted	Adjusted	% Δ
	Low:	\$29.62	\$27.92	-6%
	High:	\$58.93	\$64.82	10%
	Average:	\$45.39	\$46.55	3%
	Median:	\$49.11	\$46.76	-5%
Reconciled Value/Unit Value:			\$35.00	
Subject Size:			2,406	
Indicated Value:			\$84,210	
Less: Fire Damage:			\$52,676	
Indicated Value with Fire Damage:			\$31,534	
Reconciled Final Value:			\$31,500	
Thirty One Thousand Five Hundred Dollars				

Final Reconciliation

The process of reconciliation involves the analysis of each approach to value. The quality of data applied, the significance of each approach as it relates to market behavior and defensibility of each approach are considered and weighed. Finally, each is considered separately and comparatively with each other.

Value Indications

Land Value:	\$33,500
Sales Comparison Approach:	\$31,500

Cost Approach

A **cost analysis** was considered and was not developed because the market does not rely on this approach for a building the age of the subject property.

Sales Comparison Approach

A sales comparison analysis was considered and was developed because there is adequate data to develop a value estimate and this approach reflects market behavior for this property type. This approach was given full consideration in developing an opinion of the liquidation value of the subject property.

Income Approach – Direct Capitalization

An income analysis was considered and was not developed because while the subject could generate an income stream, the most probable buyer is an owner-occupant.

Value Conclusion

Based on the data and analyses developed in this appraisal, I have reconciled to the following value conclusion(s), as of February 12, 2021, subject to the Limiting Conditions and Assumptions of this appraisal.

Reconciled Value(s): Premise: As Is
Interest: Fee Simple
Value Conclusion: \$31,500
Thirty-One Thousand Five Hundred Dollars

Certification Statement

February 12, 2021

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.
- I have no present or prospective future interest in the property that is the subject of this report, and have no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report, or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP).
- No one provided significant real property appraisal assistance to the person(s) signing this certification.
- I certify sufficient competence to appraise this property through education and experience, in addition to the internal resources of the appraisal firm.
- The appraiser has performed the following services regarding the subject within the three-year period immediately preceding acceptance of this assignment: April 6, 2018, March 7, 2019 and April 28, 2020.
- Dennis Schneider has made an inspection of the subject property.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraiser Practice of the Appraisal Institute.

- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, I have completed the continuing education program for Designated Members of the Appraisal Institute.

Respectfully submitted,
Dennis L. Schneider, MAI, SRA



Dennis L. Schneider, MAI, SRA
CA-AG 009026

March 3, 2023
Expiration-Date

Qualifications of the Appraiser

Dennis L. Schneider, MAI, SRA
22482 Avenue 178
Porterville, California 93257
(559) 781-1313; FAX (559) 781-6080
appraiser@ocsnet.net

Professional Appraisal Experience:

- Independent Fee Appraiser; May 1983 to the Present
- Security Pacific National Bank; October 1979 to April 1983
- Guarantee Savings and Loan; November 1978 to September 1979
- First Savings and Loan; November 1977 to October 1978
- Tulare County Assessor's Office; January 1975 to October 1977

Field variety experience includes the appraisal of residential, commercial, industrial, and agricultural properties throughout Fresno, Kern, Kings and Tulare Counties.

College Education:

- Bachelor of Science, Agricultural Business, CSU Fresno; August 1974
- Associate of Arts, Porterville College; June 1970

Professional Education-Appraisal Institute:

- 2020-2021 Uniform Standards of Professional Appraisal Practice (USPAP); September 2020
- Online Forecasting Revenue; January 2018
- Online Analyzing Operating Expenses; December 2017
- Eminent Domain and Condemnation; December 2017
- Business Practices and Ethics; October 2016
- Appraisal Curriculum Overview (2-day General); October 2010

Professional Memberships:

- MAI Member of the Appraisal Institute, Member Number 107930; July 8, 1998
- SRA Member of the Appraisal Institute; October 1982
- Associate Member, American Society of Farm Managers & Rural Appraisers

State of California, Bureau of Real Estate Appraisers:

- Certified general real estate appraiser
- OREA Appraiser Identification Number AG009026
- March 3, 2023 license expiration date

Court Experience:

I have testified as an expert witness on the valuation of residential, commercial and agricultural properties in Superior Court, County of Tulare.

Glossary

This glossary contains the definitions of common words and phrases, used throughout the appraisal industry, as applied within this document. Please refer to the publications listed in the **Works Cited** section below for more information.

Works Cited:

- Appraisal Institute. *The Appraisal of Real Estate*. 13th ed. Chicago: Appraisal Institute, 2008. Print.
- Appraisal Institute. *The Dictionary of Real Estate Appraisal*. 5th ed. 2010. Print.
- Appraisal Standards Board. The Appraisal Foundation. 2018-2019 Uniform Standards of Professional Appraisal Practice (USPAP). Effective January 1, 2020 through December 31, 2021.

Band of Investment

A technique in which the capitalization rates attributable to components of a capital investment are weighted and combined to derive a weighted-average rate attributable to the total investment. (Dictionary, 5th Edition)

Common Area

1. The total area within a property that is not designed for sale or rental but is available for common use by all owners, tenants, or their invitees, e.g., parking and its appurtenances, malls, sidewalks, landscaped areas, recreation areas, public toilets, truck and service facilities.
2. In a shopping center, the walkways and areas onto which the stores face and which conduct the flow of customer traffic. (ICSC) (Dictionary, 5th Edition)

Common Area Maintenance (CAM)

1. The expense of operating and maintaining common areas; may or may not include management charges and usually does not include capital expenditures on tenant improvements or other improvements to the property.
 - CAM can be a line-item expense for a group of items that can

include maintenance of the parking lot and landscaped areas and sometimes the exterior walls of the buildings.

- CAM can refer to all operating expenses.
- CAM can refer to the reimbursement by the tenant to the landlord for all expenses reimbursable under the lease. Sometimes reimbursements have what is called an administrative

load. An example would be a 15% addition to total operating expenses, which are then prorated among tenants. The administrative load, also called an administrative and marketing fee, can be a substitute for or an addition to a management fee.

2. The amount of money charged to tenants for their shares of maintaining a center's common area. The charge that a tenant pays for shared services and facilities such as electricity, security, and maintenance of parking lots. The area maintained in common by all tenants, such as parking lots and common passages. The area is often defined in the lease and may or may not include all physical area to be paid

for by all tenants. Items charged to common area maintenance may include cleaning services, parking lot sweeping and maintenances, snow removal, security, and upkeep. (ICSC) (Dictionary, 5th Edition)

Debt Coverage Ratio (DCR)

The ratio of net operating income to annual debt service ($DCR = NOI/Im$), which measures the relative ability of a property to meet its debt service out of net operating income; also called debt service coverage ratio (DSCR). A larger DCR indicates a greater ability for a property to withstand a downturn in revenue, providing an improved safety margin for a lender. (Dictionary, 5th Edition)

Discount Rate

A yield rate used to convert future payments or receipts into present value; usually considered to be a synonym for yield rate. (Dictionary, 5th Edition)

Effective Age

The age of property that is based on the amount of observed deterioration and obsolescence it has sustained, which may be different from its chronological age. (Dictionary, 5th Edition)

Effective Date

1. The date on which the analyses, opinion, and advice in an appraisal, review, or consulting service apply.
2. In a lease document, the date upon which the lease goes into effect. (Dictionary, 5th Edition)

Exposure Time

1. The time a property remains on the market.
2. The estimated length of time the property interest being appraised

would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market. (Dictionary, 5th Edition)

External Obsolescence

An element of depreciation; a diminution in value caused by negative externalities and generally incurable on the part of the owner, landlord, tenant. (Dictionary, 5th Edition)

Extraordinary Assumption

An assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions. Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property such as market conditions or trends; or about the integrity of data used in an analysis. (Dictionary, 5th Edition)

An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinion or conclusions. (USPAP, 2020-2021 ed.)

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. (Dictionary, 5th Edition)

Functional Obsolescence

The impairment of functional capacity of a property according to market tastes and standards. (Dictionary, 5th Edition)

Functional Utility

The ability of a property or building to be useful and to perform the function for which it is intended according to current market tastes and standards; the efficiency of a building's use in terms of architectural style, design and layout, traffic patterns, and the size and type of rooms. (The Appraisal of Real Estate, 13th Edition)

Gross Building Area (GBA)

Total floor area of a building, excluding unenclosed areas, measured from the exterior of the walls of the above-grade area. This includes mezzanines and basements if and when typically included in the region. (Dictionary, 5th Edition)

Gross Leasable Area (GLA)

Total floor area designed for the occupancy and exclusive use of tenants, including basements and mezzanines; measured from the center of joint partitioning to the outside wall surfaces. (Dictionary, 5th Edition)

Highest & Best Use

The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. Alternatively, the probable use of land or improved property—specific with respect to the user and timing of the use—that is adequately supported and results in the

highest present value. (Dictionary, 5th Edition)

Highest and Best Use of Land or a Site as Though Vacant

Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The use of a property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements. (Dictionary, 5th Edition)

Highest and Best Use of Property as Improved

The use that should be made of a property as it exists. An existing improvement should be renovated or retained as is so long as it continues to contribute to the total market value of the property, or until the return from a new improvement would more than offset the cost of demolishing the existing building and constructing a new one. (Dictionary, 5th Edition)

Hypothetical Condition

That which is contrary to what exists but is supposed for the purpose of analysis. Hypothetical conditions assume conditions contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. (Dictionary, 5th Edition)

Leased Fee Interest

A freehold (ownership interest) where the possessory interest has been granted to another party by creation of a contractual landlord-tenant relationship (i.e., a lease). (Dictionary, 5th Edition)

Market Area

The area associated with a subject property that contains its direct competition. (Dictionary, 5th Edition)

Market Rent

The most probably rent that a property should bring is a competitive and open market reflecting all conditions and restrictions of the lease agreement, including permitted uses, use restrictions, expense obligations, term, concessions, renewal and purchase options, and tenant improvements (TIs). (Dictionary, 5th Edition)

Market Value

The major focus of most real property appraisal assignments. Both economic and legal definitions of market value have been developed and refined.

1. The most widely accepted components of market value are incorporated in the following definition: The most probable price that the specified property interest should sell for in a competitive market after a reasonable exposure time, as of a specified date, in cash, or in terms equivalent to cash, under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, for self-interest, and assuming that neither is under duress.
2. Market value is described in the Uniform Standards of Professional Appraisal Practice (USPAP) as follows: A type of value, stated as an opinion, that presumes the transfer of a property (i.e., a right of ownership or a bundle of such rights), as of a certain date, under specific conditions set forth in the value definition that is identified by the appraiser as applicable in an appraisal. (USPAP,

2020-2021 ed.) USPAP also requires that certain items be included in every appraisal report. Among these items, the following are directly related to the definition of market value:

- Identification of the specific property rights to be appraised.
 - Statement of the effective date of the value opinion.
 - Specification as to whether cash, terms equivalent to cash, or other precisely described financing terms are assumed as the basis of the appraisal.
 - If the appraisal is conditioned upon financing or other terms, specification as to whether the financing or terms are at, below, or above market interest rates and/or contain unusual conditions or incentives. The terms of above—or below—market interest rates and/or other special incentives must be clearly set forth; their contribution to, or negative influence on, value must be described and estimated; and the market data supporting the opinion of value must be described and explained.
3. The following definition of market value is used by agencies that regulate federally insured financial institutions in the United States: The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and the seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
 - Both parties are well informed or well advised, and acting in what they consider their best interests;
 - A reasonable time is allowed for exposure in the open market;
 - Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
 - The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (12 C.F.R. Part 34.42(g); 55 Federal Register 34696, August 24, 1990, as amended at 57 Federal Register 12202, April 9, 1992; 59 Federal Register 29499, June 7, 1994)
4. The International Valuation Standards Council defines market value for the purpose of international standards as follows: The estimated amount for which a property should exchange on the date of valuation between a willing buyer and a willing seller in an arm's-length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently, and without compulsion. (International Valuation Standards, 8th ed., 2007)
5. Market value is the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of the appraisal, after a reasonable exposure of time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any

compulsion to buy or sell, giving due consideration to all available economic uses of the property at the time of the appraisal. (Uniform Standards for Federal Land Acquisitions) (Dictionary, 5th Edition)

Marketing Time

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of the appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. (Advisory Opinion 7 of the Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions" address the determination of reasonable exposure and marketing time). (Dictionary, 5th Edition)

Net Operating Income (NOI)

The actual or anticipated net income that remains after all operating expenses are deducted from effective gross income but before mortgage debt service and book depreciation are deducted. (Dictionary, 5th Edition)

Obsolescence

One cause of depreciation; an impairment of desirability and usefulness caused by new inventions, changes in design, improved processes for production, or external factors that make a property less desirable and valuable for a continued use; may be either functional or external. (Dictionary, 5th Edition)

Parking Ratio

A ratio of parking area or parking spaces to an economic or physical unit of comparison. Minimum required parking ratios of various land uses are often stated in zoning ordinances. (Dictionary, 5th Edition)

Rentable Area

For office buildings, the tenant's pro rata portion of the entire office floor, excluding elements of the building that penetrate through the floor to the areas below. The rentable area of a floor is computed by measuring to the inside finished surface of the dominant portion of the permanent building walls, excluding any major vertical penetrations

Scope of Work

The type and extent of research and analyses in an assignment. (Dictionary, 5th Edition)

Stabilized Occupancy

An expression of the expected occupancy of a property in its particular market considering current and forecasted supply and demand, assuming it is priced at market rent. (Dictionary, 5th Edition)

Tenant Improvements (TIs)

1. Fixed improvements to the land or structures installed and paid for use by a lessee.
2. The original installation of finished tenant space in a construction project; subject to periodic change for succeeding tenants. (Dictionary, 5th Edition)

Vacancy and Collection Loss

A deduction from potential gross income (PGI) made to reflect income reductions due to vacancies, tenant turnover, and non-payment of rent; also called vacancy and credit loss or vacancy and contingency loss. Often vacancy and

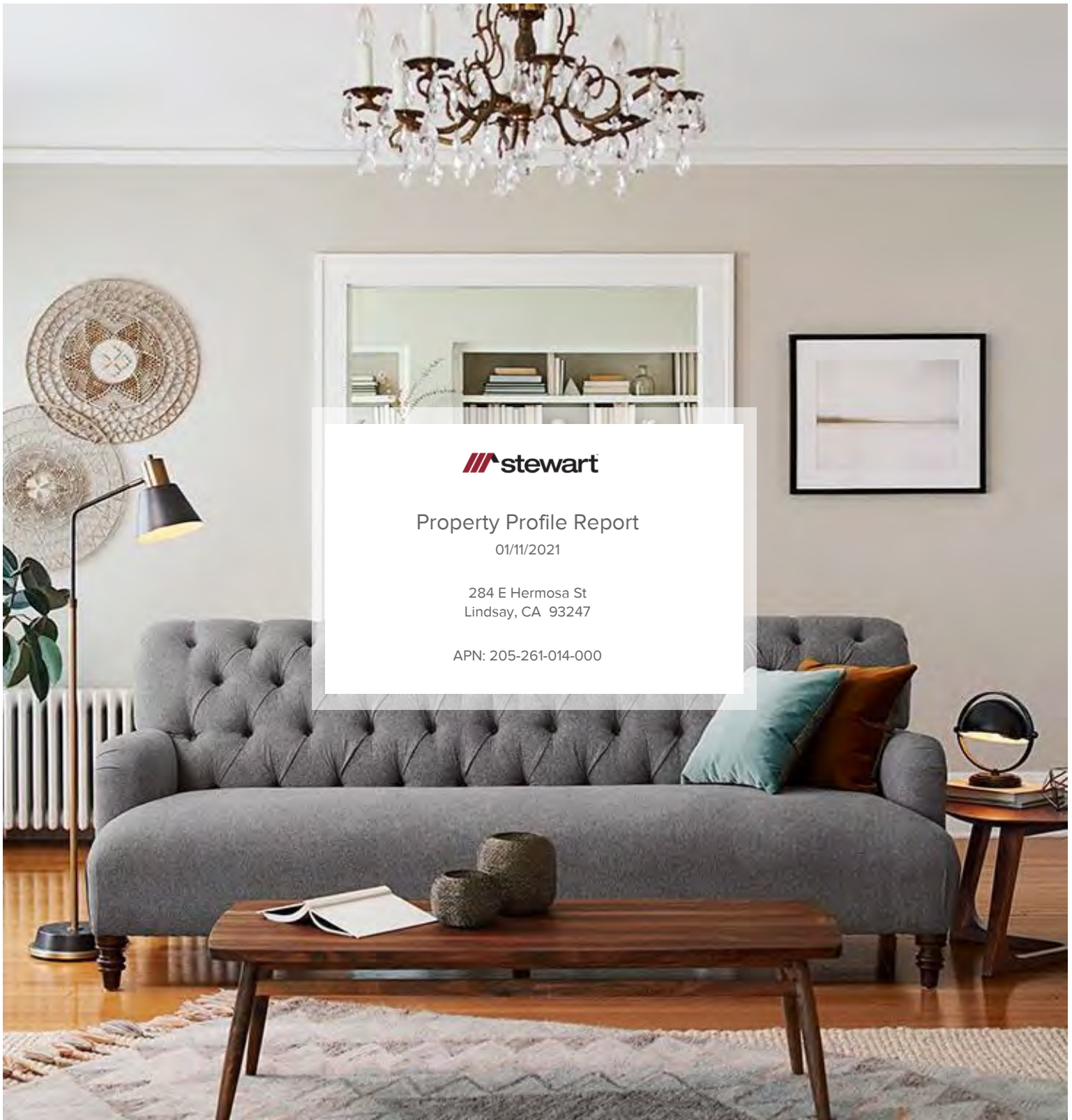
of the floor. Alternatively, the amount of space on which the rent is based; calculated according to local practice. (Dictionary, 5th Edition)

Replacement Cost

The estimated cost to construct, at current prices as of the effective appraisal date, a substitute for the building being appraised, using modern materials and current standards, design, and layout. (Dictionary, 5th Edition)

collection loss are expressed as a percentage of potential gross income and should reflect the competitive market. Its treatment can differ according to the interest being appraised, property type, capitalization method, and whether the property is at stabilized occupancy. (Dictionary, 5th Edition)

Addenda



Property Profile Report

01/11/2021

284 E Hermosa St
Lindsay, CA 93247

APN: 205-261-014-000

Prepared by:

Cynthia Lavery

Bank of the Sierra
86 N Main St
Porterville, CA 93257

8055251999
Clavery@bankofthesierra.com

Prepared for:

Report Provided by:

Stewart Title

1360 Post Oak Blvd., Suite 100
Houston, TX 77056

800-STEWART
StewartNowSupport@Stewart.com

Disclaimer

This property report is provided "as is" without warranty of any kind, either express or implied, including without limitations any warranties of merchantability or fitness for a particular purpose. There is no representation of warranty that this information is complete or free from error, and the provider does not assume, and expressly disclaims, any liability to any person or entity for loss or damage caused by errors or omissions in this property report without a title insurance policy.

The information contained in this property report is delivered from your Title Company, who reminds you that you have the right as a consumer to compare fees and serviced levels for Title, Escrow, and all other services associated with property ownership, and to select providers accordingly. Your home is the largest investment you will make in your lifetime and you should demand the very best.

Property Basics

OWNERSHIP

Primary Owner:	Bank Of The Sierra	Secondary Owner:	-
Mailing Address:	86 N Main St Porterville, CA 93257		
Vesting:	-		
Legal Description:	POR LTS 1, 2 3 BLK 9 - LINDSAY V17 P57		

SALE & LOAN

Sale Amount:	\$83,847	Sale Date:	05/20/2020
Lender:	-	Loan Type:	-
Document:	2020.45908		

ASSESSMENT & TAX

Value (Structure):	\$142,878	Value (Land):	\$26,001
Tax Amount:	\$1,925	Tax Area:	3-018
Exemption:	No	Percent Improved:	85
Value (Total):	\$168,879		

PROPERTY CHARACTERISTICS

Type:	Miscellaneous (Religious)	Year Built:	1926
Sqft (Structure):	4,800	Sqft (Lot):	5,625
Rooms:	-	Stories:	1
Beds:	-	Baths:	2
Garage:	-	Pool:	-
Number of Units:	1	Fireplace:	-

LAND RECORDS

Parcel/APN:	205-261-014-000	County:	Tulare
Zoning:	-	Tract:	002602
Map Ref:	-		

Property Valuation

The valuation could not be calculated for this property. Possible reasons are:

- There may not have been enough sales comparables available to calculate the Valuation.
- Certain property characteristics necessary for the calculation (i.e. beds, baths and/or sqft) may be unknown.
- The property-type may be commercial, vacant land, or some other non-residential type.

Property History

TIMELINE

● Finance ● Sale ● Foreclosure



Sale - 08/04/2020

Value:	\$83,847	1st Loan Amt:	\$0
Value Type:	FULL VALUE	2nd Loan Amt:	\$0
Doc Type:	Deed Transfer	Loan Type:	-
Doc #:	2020.45908	Rate Type:	-
Seller:	Fitzjarrell Stanley J	Doc Type:	-
Buyer/Borrower:	Bank Of The Sierra	Doc #:	-
Lender:	-	Sale Date:	05/20/2020
Title Co.:	None Available		

Sale - 01/09/2004

Value:	\$130,000	1st Loan Amt:	\$94,900
Value Type:	FULL VALUE	2nd Loan Amt:	\$0
Doc Type:	Deed Transfer	Loan Type:	CONVENTIONAL
Doc #:	2004.2328	Rate Type:	FIX
Seller:	Cornerstone Apostolic Church	Doc Type:	Trust Deed/Mortgage
Buyer/Borrower:	Overacker, Lloyd D	Doc #:	2004.2330
Lender:	Bank Of The Sierra	Sale Date:	01/02/2004
Title Co.:	Chicago Title		

Property History

Sale - 01/09/2004

Value:	\$0	1st Loan Amt:	\$0
Value Type:	-	2nd Loan Amt:	\$0
Doc Type:	Deed Transfer	Loan Type:	-
Doc #:	2004.2329	Rate Type:	-
Seller:	Overacker Judy D	Doc Type:	-
Buyer/Borrower:	Overacker,Judy D	Doc #:	-
Lender:	-	Sale Date:	01/02/2004
Title Co.:	Chicago Title		

Sale - 01/16/2003

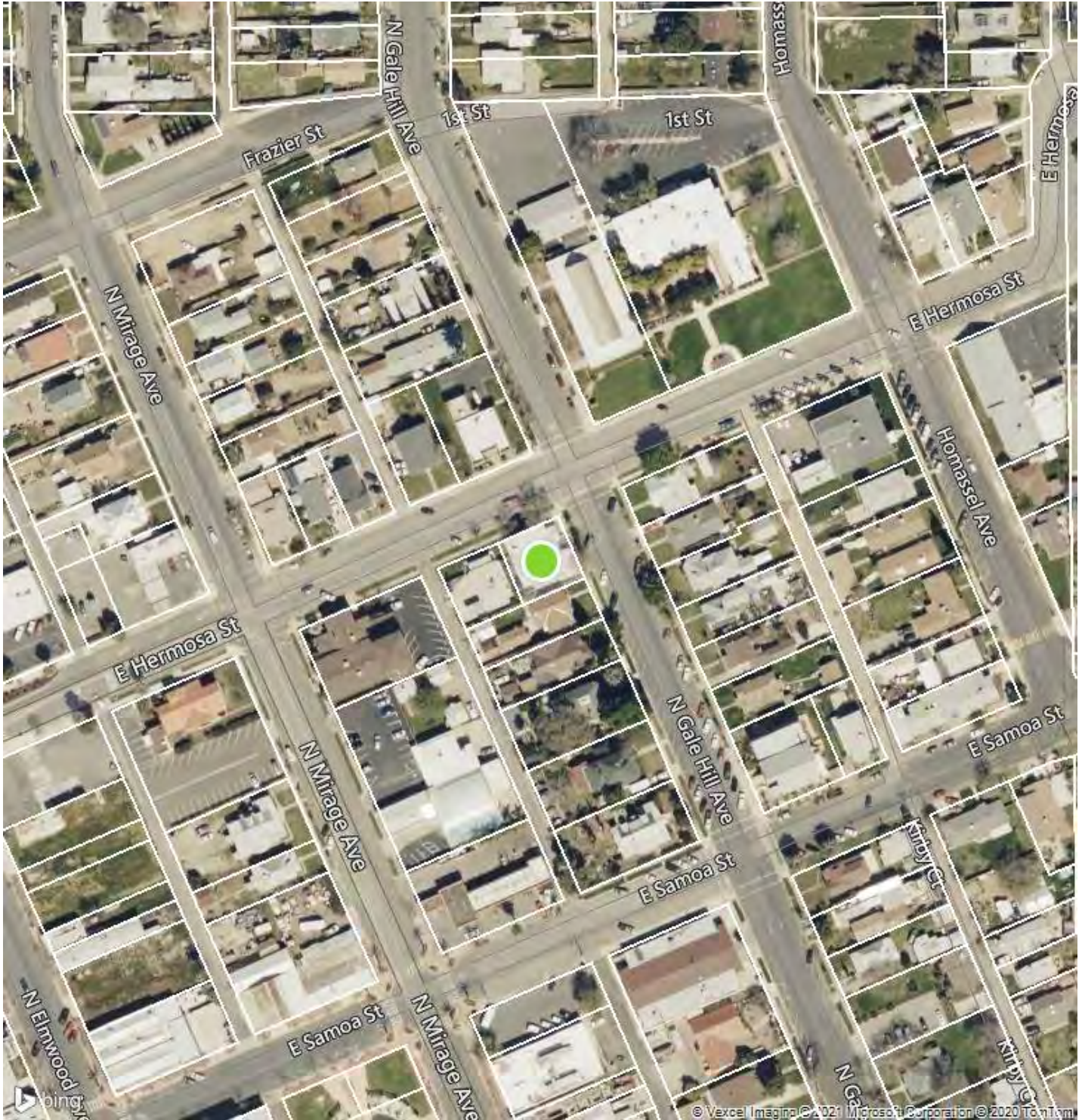
Value:	\$0	1st Loan Amt:	\$253,000
Value Type:	-	2nd Loan Amt:	\$0
Doc Type:	Deed Transfer	Loan Type:	CONVENTIONAL
Doc #:	2003.4372	Rate Type:	FIX
Seller:	Northern Pacific Latin America	Doc Type:	Trust Deed/Mortgage
Buyer/Borrower:	Northern Pacific Latin America	Doc #:	2003.4374
Lender:	Assemblies Of God Fin'l Svcs	Sale Date:	01/09/2003
Title Co.:	Fidelity National Title		

Sale - 05/24/1995

Value:	\$0	1st Loan Amt:	\$0
Value Type:	-	2nd Loan Amt:	\$0
Doc Type:	Deed Transfer	Loan Type:	-
Doc #:	1995.33118	Rate Type:	-
Seller:	Cornstone Apostolic Church	Doc Type:	-
Buyer/Borrower:	Cornstone Apostolic Church	Doc #:	-
Lender:	-	Sale Date:	05/17/1995
Title Co.:	-		

Property Maps

AERIAL WITH PARCEL BOUNDARIES



Comparables Sales

There were no comparables found matching the selected criteria.

Comparables Sales - Expanded

There were no comparables found matching the selected criteria.



DETAIL REPORT

Property Address: **284 E HERMOSA ST LINDSAY CA 93247-2013**

Ownership

Parcel# (APN): **205-261-014-000**
 Parcel Status: **ACTIVE**
 Owner Name: **OVERACKER LLOYD D**
 Mailing Addr: **1289 JAMESTOWN ST TULARE CA 93274-7334**
 Legal Description: **POR LTS 1, 2 3 BLK 9 - LINDSAY V17 P57**

Assessment

Total Value:	\$168,879	Use Code:	8100	Use Type:	CHURCH
Land Value:	\$26,001	Tax Rate Area:	003-018	Zoning:	
Impr Value:	\$142,878	Year Assd:	2020	Census Tract:	26.02/4
Other Value:		Property Tax:		Price/SqFt:	\$27.08
% Improved:	84%	Delinquent Yr:			
Exempt Amt:		HO Exempt:	N		

Sale History

	Sale1	Sale2	Sale3	Transfer
Recording date:	01/09/2004	05/24/1995		01/09/2004
Recording Doc:	2004R2328	1995R33118		2004R2328
Doc type:				
Transfer Amount:	\$130,000			
Seller (Grantor):	CH-CORNERSTONE APOSTOLIC			

Property Characteristics

Bedrooms:		Fireplace:		Units:	1
Baths (Full):	2	A/C:	EVAPORATIVE COOLER	Stories:	1.0
Baths (Half):		Heating:	FORCED AIR	Quality:	5.0
Total Rooms:		Pool:		Building Class:	D
Bldg/Liv Area:	4,800	Park Type:		Condition:	
Lot Acres:	0.129	Spaces:		Site influence:	
Lot SqFt:	5,625	Garage SqFt:		Timber Preserve:	
Year Built:	1926	Bsmt SqFt:	N/A	Ag Preserve:	
Effective Year:					



History Report

Property Address: **284 E HERMOSA ST LINDSAY CA 93247-2013**

History Record # 1	
Sale/Transfer:	
Recording Date: 08/04/2020	Sale Date: 05/20/2020
Document Number: 2020.45908	Sale Price:
Document Type: DEED TRANSFER	Sale Type:
Title Company: BANK OF THE SIERRA	
Buyer: BANK OF THE SIERRA	
Seller: FITZJARRELL STANLEY J	
Finance:	
Recording Date: Finance Type:	
Document Number: Mortgage Loan Type:	
Document Type: Mortgage Term:	
Lender: Mortgage Rate Type:	
Loan Amount: Mortgage Rate:	
Borrower:	

History Record # 2	
Sale/Transfer:	
Recording Date: 01/09/2004	Sale Date: 01/02/2004
Document Number: 2004.2328	Sale Price: \$130,000.00
Document Type: DEED TRANSFER	Sale Type: FULL VALUE
Title Company: CHICAGO TITLE	
Buyer: OVERACKER, LLOYD D	
Seller: CORNERSTONE APOSTOLIC CHURCH	
Finance:	
Recording Date: 01/09/2004	Finance Type: RESALE
Document Number: 2004.2330	Mortgage Loan Type: CONVENTIONAL
Document Type: TRUST DEED/MORTGAGE	Mortgage Term:
Lender: BANK OF THE SIERRA	Mortgage Rate Type: FIX
Loan Amount: \$94,900.00	Mortgage Rate:
Borrower: OVERACKER LLOYD D	



History Report

Property Address: **284 E HERMOSA ST LINDSAY CA 93247-2013**

History Record # 3	
Sale/Transfer:	
Recording Date: 01/09/2004	Sale Date: 01/02/2004
Document Number: 2004.2329	Sale Price:
Document Type: DEED TRANSFER	Sale Type:
Title Company: CHICAGO TITLE	
Buyer: OVERACKER, JUDY D	
Seller: OVERACKER JUDY D	
Finance:	
Recording Date: Finance Type:	
Document Number: Mortgage Loan Type:	
Document Type: Mortgage Term:	
Lender: Mortgage Rate Type:	
Loan Amount: Mortgage Rate:	
Borrower:	

History Record # 4	
Sale/Transfer:	
Recording Date: 01/16/2003	Sale Date: 01/09/2003
Document Number: 2003.4372	Sale Price:
Document Type: DEED TRANSFER	Sale Type:
Title Company: FIDELITY NATIONAL TITLE	
Buyer: NORTHERN PACIFIC LATIN AMERICA	
Seller: NORTHERN PACIFIC LATIN AMERICA	
Finance:	
Recording Date: 01/16/2003	Finance Type: REFINANCE
Document Number: 2003.4374	Mortgage Loan Type: CONVENTIONAL
Document Type: TRUST DEED/MORTGAGE	Mortgage Term:
Lender: ASSEMBLIES OF GOD FIN'L SVCS	Mortgage Rate Type: FIX
Loan Amount: \$253,000.00	Mortgage Rate:
Borrower: NORTHERN PACIFIC LATIN AMERICA	



History Report

Property Address: **284 E HERMOSA ST LINDSAY CA 93247-2013**

History Record # 5	
Sale/Transfer:	
Recording Date: 05/24/1995	Sale Date: 05/17/1995
Document Number: 1995.33118	Sale Price:
Document Type: DEED TRANSFER	Sale Type:
Title Company:	
Buyer: CORNRSTONE APOSTOLIC CHURCH	
Seller: CORNRSTONE APOSTOLIC CHURCH	
Finance:	
Recording Date:	Finance Type:
Document Number:	Mortgage Loan Type:
Document Type:	Mortgage Term:
Lender:	Mortgage Rate Type:
Loan Amount:	Mortgage Rate:
Borrower:	

This is a partial listing of recorded documents associated with the selected property. This list includes document types such as deeds, mortgages, releases, reconveyances, assignments, modifications, pre-foreclosure notices and subordinations. Older documents and other document types such as easements, judgments, state and federal tax liens, child support liens, bankruptcy, lease or rental agreements and others may have been recorded but are not listed here. For access to those documents please contact the County Recorder's office.



SPECIAL FLOOD HAZARD REPORT

284 E HERMOSA ST LINDSAY CA 93247-2013



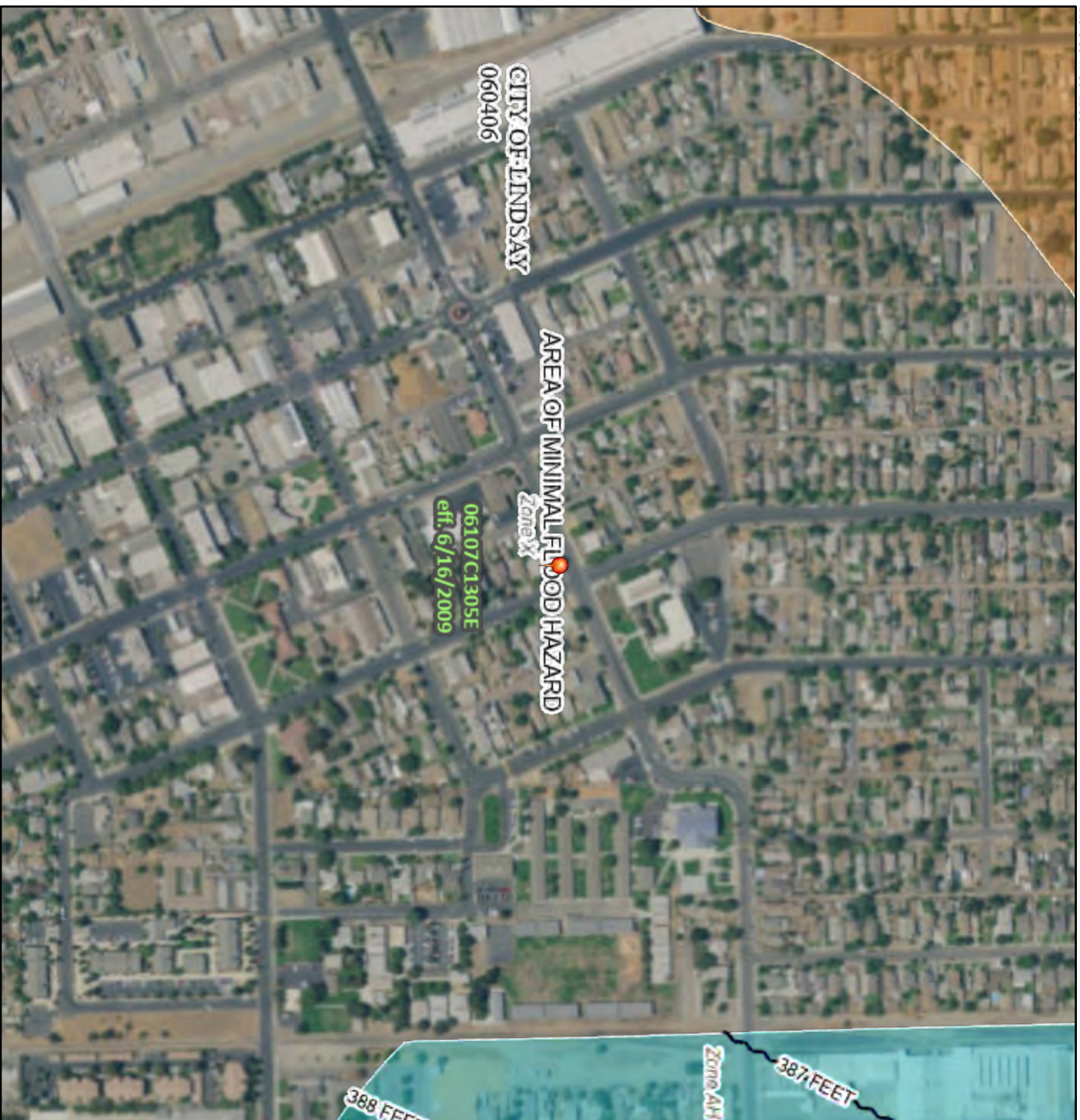
FEMA Flood Zone Legend

 FEMA Flood Zones type 'A' or 'V'

National Flood Hazard Layer FIRMette



119°53'9"W 36°12'35"N



Legend

SEE THIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

	Without Base Flood Elevation (BFE) Zone A, V, A99 With BFE or Depth Zone AE, AO, AH, VE, AR Regulatory Floodway
	0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
	Future Conditions 1% Annual Chance Flood Hazard Zone X
	Area with Reduced Flood Risk due to Levee. See Notes. Zone X
	Area with Flood Risk due to Levee Zone D

	Area of Minimal Flood Hazard Zone X
	Effective LOMIRs
	Area of Undetermined Flood Hazard Zone D

	Channel, Culvert, or Storm Sewer
	Levee, Dike, or Floodwall

	20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
	17.5 Coastal Transect
	Base Flood Elevation Line (BFE)
	Limit of Study
	Jurisdiction Boundary
	Coastal Transect Baseline
	Profile Baseline
	Hydrographic Feature

	Digital Data Available
	No Digital Data Available
	Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

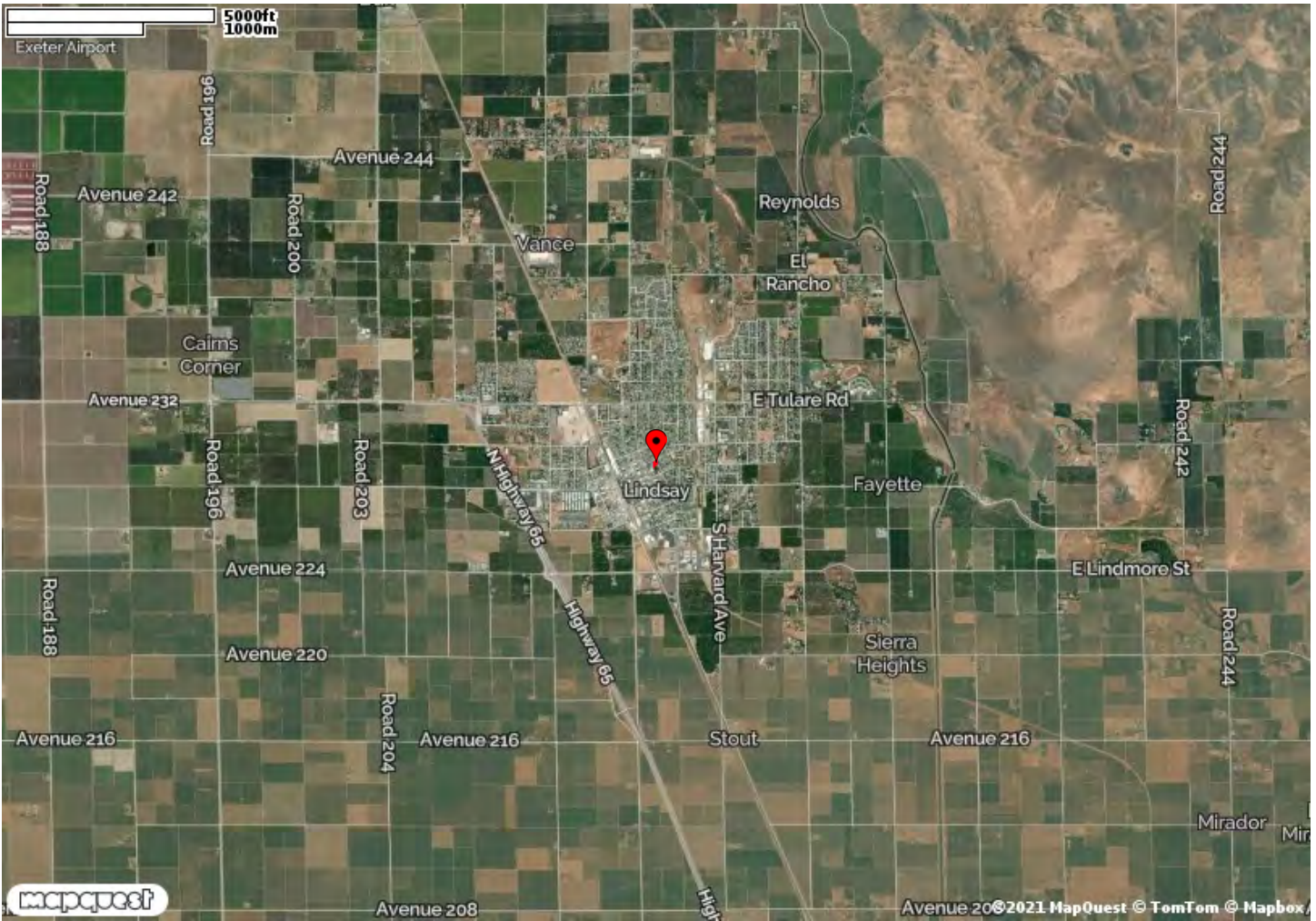
The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 2/11/2021 at 2:13 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images of unmapped and undrizzled areas cannot be used for regulatory purposes.



EARTHQUAKE FAULT ZONE REPORT

284 E HERMOSA ST LINDSAY CA 93247-2013



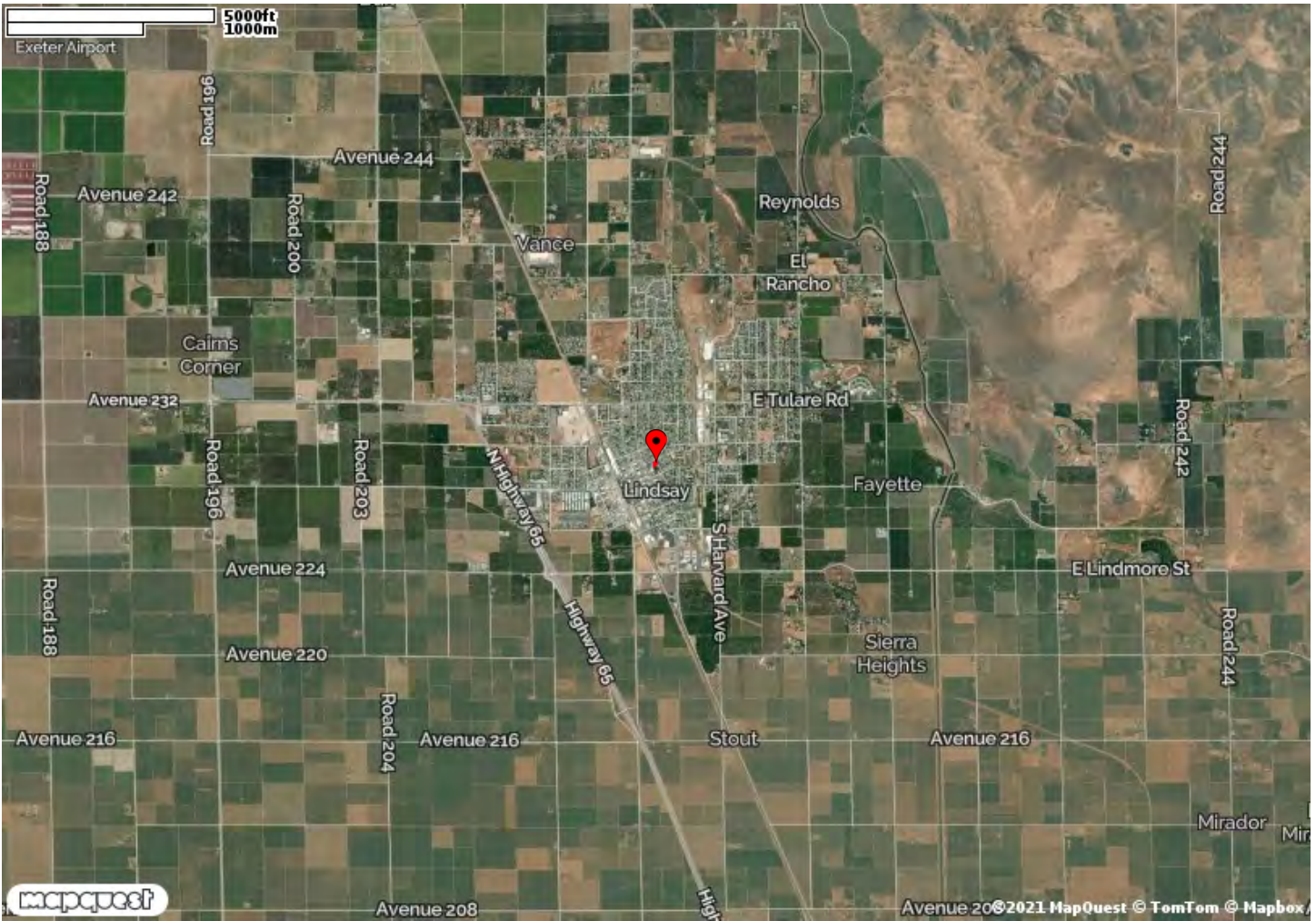
CA Geological Survey Earthquake Legend

Earthquake Fault Zone(s)





SEISMIC HAZARD REPORT

284 E HERMOSA ST LINDSAY CA 93247-2013



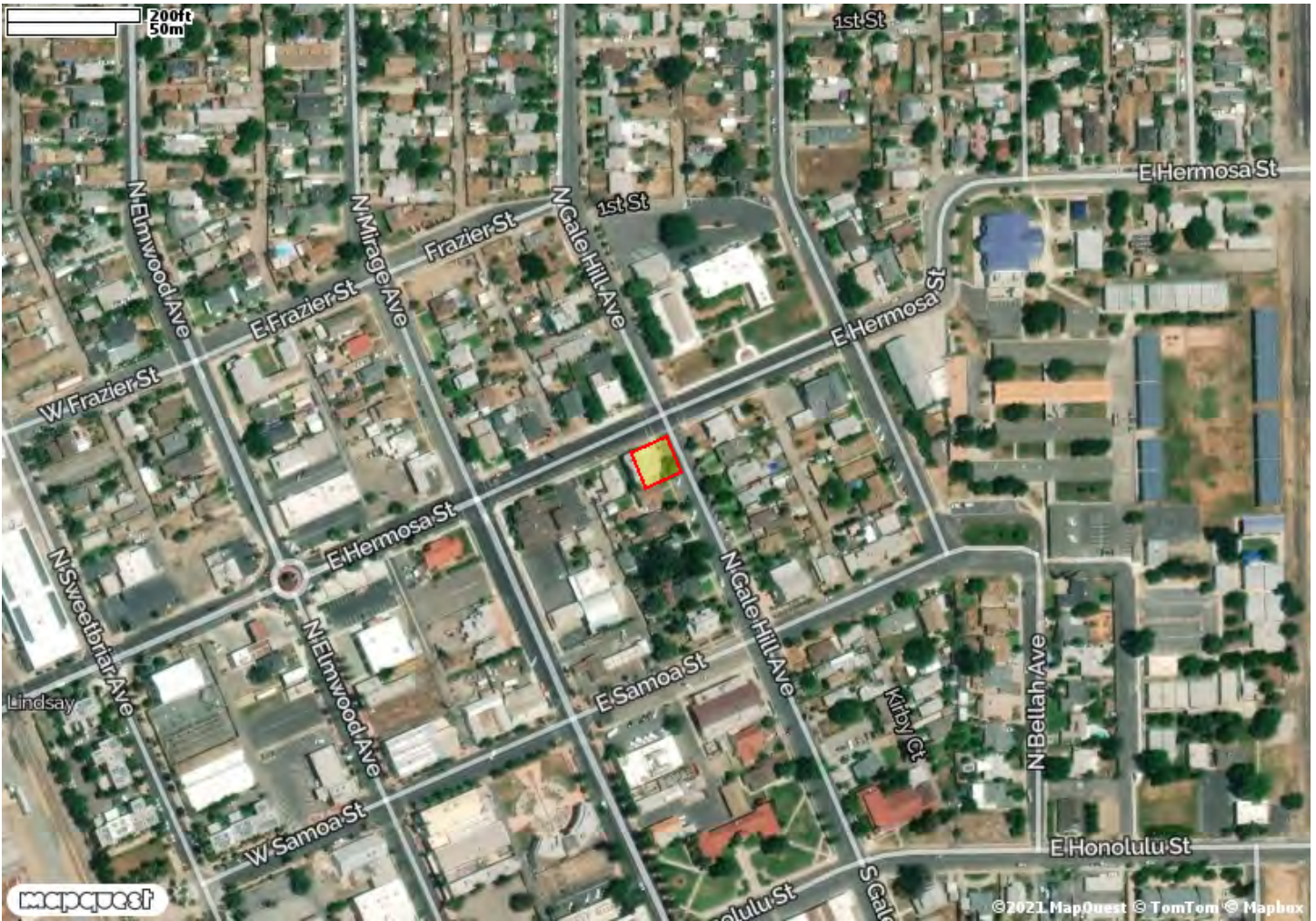
CA Geological Survey Seismic Legend

-  Landslide Zone
-  Liquefaction Zone



SOILS REPORT

284 E HERMOSA ST LINDSAY CA 93247-2013






SOILS REPORT

284 E HERMOSA ST LINDSAY CA 93247-2013

USDA Soils Legend

Symbol	Name	Slope Grade	Irr. Cap. Class	Non-Irr. Cap. Class	Storie Index	Acres	Parcel %
	0124 Exeter loam, 0 to 2 percent slopes	1	3	4		.129	100.00
						Total Acres:	.129



January 22, 2021

Mr. Dennis Schneider
22482 Avenue 178
Porterville, CA 93257

Dear Mr. Schneider:

Please find enclosed our request for appraisal services in the form of an engagement letter. Please sign this letter and return it to Bank of the Sierra within seven (7) days from receipt.

I. INTRODUCTION

This letter is for professional appraisal services and represents your authorization to prepare independent appraisal reports for Bank of the Sierra. Bank of the Sierra is the client for this report. In addition, you shall perform these reports as an independent contractor and not as an employee/partner, principal, nor agent of this bank. The report is to be conducted on property described 284 E. Hermosa St., Lindsay Ca, 93247 for applicant Bank of the Sierra.

The fee for appraisal services rendered shall be \$500.00. The date of completion shall be on or before February 12, 2021. The Appraiser will keep the Bank informed of any unusual circumstances that would cause any delay of the report beyond this date.

III. SPECIAL REQUIREMENTS

This will be a Restricted Appraisal Report; Prepared in Accordance with USPAP Standards Rule 2-2(b). To include all approaches and/or an explanation if not used. Also to include replacement cost.

IV. REQUIRED CONTENTS

The appraisal report shall be prepared with the following minimum guidelines:

- A. Must conform to requirement of the USPAP as adopted by the Appraisal Standards Board of the Appraisal Foundation unless principles of safe and sound banking require compliance with stricter standards.
- B. Must be in writing and in narrative format, on approved forms, or on forms that meet all regulatory requirements. Must contain sufficient information and analysis to support lending decision. As discussed below, appraisers have available various appraisal developmental and report options; however, not all options may be appropriate for all transactions. A report option is acceptable under the agencies' appraisal regulations only if the appraisal report contains sufficient information and analysis to support the Bank's decision to engage in the transaction.



- C. Must analyze and report appropriate deductions and discounts for proposed construction or renovation, partially leased buildings, non-market lease terms, and tract developments with unsold lease units: This standard is designed to avoid having appraisals prepared using unrealistic assumptions and inappropriate methods. For federally related transactions, an appraisal is to include the current market value of the property in its actual physical condition and subject to the zoning in effect as of the date of the appraisal. For properties where improvements are to be constructed or rehabilitated, the Bank may also request a prospective market value based on stabilized occupancy or a value based on the sum of retail sales. However, the sum of retail sales for a proposed development is not the market value of the development for the purpose of the agencies' appraisal regulations. For proposed developments that involve the sale of individual houses, units, or lots, the appraiser must analyze the report's appropriate deductions and discounts for holding costs, marketing costs and entrepreneurial profit. For proposed and rehabilitated rental developments, the appraiser must make appropriate deductions and discounts for items such as leasing commission, rent losses, and tenant improvements from an estimate based on stabilized occupancy.
- D. Must use the definition of "market value" as defined in 12 CFR 34 and agreed upon by all regulatory agencies.
- E. Must be performed by State-licensed or certified appraisers in accordance with requirements set forth in the regulation. For some assignment below the de minimus amount, qualified unlicensed individuals may complete the assignment.

V. APPRAISER INDEPENDENCE

The appraiser shall be engaged directly by the Bank and have no direct or indirect interest, financial or otherwise, in the property or transaction.

VI. APPRAISAL OPTIONS

An appraiser typically uses three market approaches to analyze the value of a property -- cost, income, and comparable sales -- and reconciles the results of each to estimate market value. An appraisal will discuss the property's recent sales history and contain an opinion as to the highest and best use of the property. An appraiser must certify that he/she has complied with USPAP and is independent. Also, the appraiser must disclose whether the subject property was inspected and whether anyone provided significant assistance to the person signing the appraisal report.

When discussing an appraisal assignment the scope of work must be discussed and agreed upon. The scope of work is the work an appraiser performs to develop assignment results (The type of and extent of research and analyses in an assignment). It is the appraiser's responsibility to determine and perform the appropriate scope of work. The scope of work specified by the client and agreed upon by the appraiser should allow credible assignment results. If the original scope of work specified does not allow for credible assignment results, the appraiser needs to



discuss changing the scope of work or withdraw from the assignment. The scope of work completed in any assignment needs to be discussed (explained) in each appraisal report.

In addition to the disclosure of research and analyses performed, disclosure of research and analyses not performed might be needed to allow users of the report to understand the scope of work. The report must include why an applicable approach to value was excluded. It may also be necessary, for clarification to the reader, to disclose other research and analyses not performed

It is important that you state somewhere on the report, which of the following types of report you are submitting.

1. Appraisal Report
2. Restricted Appraisal Report

VII. CLIENT

Bank of the Sierra is the client for this report. The appraisal shall be ordered/requested from an employee of this institution and payment shall be made directly from the Bank to the appraiser. All documents furnished to the appraiser from this bank are to be considered confidential information to the appraiser pursuant to the disclosure requirements in the confidentiality section of the ethics provision and Statement on Appraisal Standards Number 5.

VIII. SIGNATURES

I/We agree to the terms of this engagement letter:

For Bank of the Sierra *Kristen Mattson-Looby*
 Kristen Mattson-Looby
 VP/General Credit Administrator

Walter G. Melick
 Appraiser Signature

AG009026
 License or Certification #

1/22/2021
 Date

PLEASE SUBMIT REPORT IN PDF AND HARD COPIES WILL BE REQUESTED UPON COMPLETION OF REVIEW. IF YOU HAVE ANY QUESTIONS PLEASE CALL DEBBIE ROBB AT 559-791-4436 OR ANDREW IDELL AT 559-791-4439.



Business, Consumer Services & Housing Agency
BUREAU OF REAL ESTATE APPRAISERS
REAL ESTATE APPRAISER LICENSE

Dennis L. Schneider

has successfully met the requirements for a license as a residential and commercial real estate appraiser in the State of California and is, therefore, entitled to use the title:

“Certified General Real Estate Appraiser”

This license has been issued in accordance with the provisions of the Real Estate Appraisers' Licensing and Certification Law.

BREA APPRAISER IDENTIFICATION NUMBER:

AG 009026

Effective Date:

March 4, 2021

Date Expires:

March 3, 2023

Loretta Dillon, Deputy Bureau Chief, BREA

3054626



LIA Administrators & Insurance Services



APPRAISAL AND VALUATION
PROFESSIONAL LIABILITY INSURANCE POLICY

DECLARATIONS

ASPEN AMERICAN INSURANCE COMPANY

(A stock insurance company herein called the "Company")
175 Capitol Blvd. Suite 100
Rocky Hill, CT 06067

Table with 3 columns: Date Issued, Policy Number, Previous Policy Number. Values: 08/13/2020, AAI002646-06, AAI002646-05

THIS IS A CLAIMS MADE AND REPORTED POLICY. COVERAGE IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND THEN REPORTED TO THE COMPANY IN WRITING NO LATER THAN SIXTY (60) DAYS AFTER EXPIRATION OR TERMINATION OF THIS POLICY, OR DURING THE EXTENDED REPORTING PERIOD, IF APPLICABLE, FOR A WRONGFUL ACT COMMITTED ON OR AFTER THE RETROACTIVE DATE AND BEFORE THE END OF THE POLICY PERIOD. PLEASE READ THE POLICY CAREFULLY.

Item

Table with 2 columns: Item details (1-9) and a large empty space for notes or signatures.

This Declarations Page, together with the completed and signed Policy Application including all attachments and exhibits thereto, and the Policy shall constitute the contract between the Named Insured and the Company.

08/13/2020

Date

By [Signature] Authorized Signature

LIA-001 (12/14)

Aspen American Insurance Company

Appraisal and Valuation Professional Liability Insurance Policy



Named Insured: SCHNEIDER, DENNIS L., MAI, SRA
Dennis L. Schneider

Policy Number: AAI002646-06
Effective Date: 08/15/2020
Customer ID: 102953

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL COVERED APPRAISERS ENDORSEMENT

In consideration of the premium charged, it is agreed that Section IV. **DEFINITIONS (I) "Insured"** is amended to include:

"Insured" means:

The persons identified below, but only while acting on behalf of the Named **Insured**:

Name	Coverage Effective Date	Principal/Owner, Appraiser or Trainee
Dennis L. Schneider	08/15/2020	Principal/Owner

All other terms, conditions, and exclusions of this Policy remain unchanged.

Appraisal and Valuation Professional Liability Insurance Policy



Named Insured: SCHNEIDER, DENNIS L., MAI, SRA
Dennis L. Schneider

Policy Number: AAI002646-06
Effective Date: 08/15/2020
Customer ID: 102953

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL APPRAISAL ENDORSEMENT

In consideration of the premium charged, it is agreed that the **Insureds** identified below have been approved by the Company to perform **Professional Services** involving **Commercial Property**.

Insured

Effective Date of Approval

Dennis L. Schneider

08/15/2020

Exclusion (N) remains unchanged and effective, however, unless the **Insured** identified is approved for **Professional Services** involving undeveloped or vacant land whose proposed use is for multiple unit single-family housing developments, condominium developments, co-operative housing developments or apartment developments consisting of 10 units or more.

All other terms, conditions, and exclusions of this Policy remain unchanged.



STAFF REPORT

TO: Lindsay City Council
FROM: Joseph Tanner, City Manager
DEPARTMENT: City Manager
ITEM NO.: 10.4
MEETING DATE: October 26, 2021

ACTION & RECOMMENDATION

Consider Minute Order Authorization of the Winter Months Extension of the Friday Night Market Contract with Jimora Enterprises from November 2021 to February 2022 and Authorize City Manager to Execute Documents Thereto.

BACKGROUND | ANALYSIS

The existing contract between the City and Jimora Enterprises, states that Jimora Enterprises shall coordinate a Friday Night Market with the City of Lindsay in an area defined by the City. Jimora Enterprises provides staff, carries out the applicable services for the Market, and pays \$2,000.00 to the City per market session. The initial contract between the City and Jimora Enterprises was signed on April 26, 2019 and the term of the agreement is from the effective date to thirty-six (36) months from the effective date. The parties may renew this agreement on an annual basis regarding the initial thirty-six-month term. The contract may be terminated by either party by giving sixty (60) days prior written notice to the other. Due to the conditions created by COVID-19, an amendment was approved on June 23, 2020 where the City modified the payment schedule for Jimora Enterprises to \$1,000.00 for the remaining Friday Night Market sessions of the season. If council chooses to extend the contract with Jimora Enterprises into the Winter months, the City will see little to no changes in the flow of operations or timeliness of the Friday Night Market other than the vendors request. If the contract is extended into the Winter months of November 2021 to February 2022, the vendor is requesting that the hours of operation be modified to 10 a.m. to 4:00 p.m. and location be changed to solely Sweetbriar plaza. The proposed site plan specifies that 91 10 ft. X 10 ft. vendor spots would be allotted. Market vendors would be directed to use a specified parking zones (with limitations) to park their vehicles and would need to bring their own power generators, as the area is not equipped with electric outlets.

To assess support from Downtown businesses on the potential extension of the Market and modified hours of operations, affected businesses were asked the following three (3) questions.

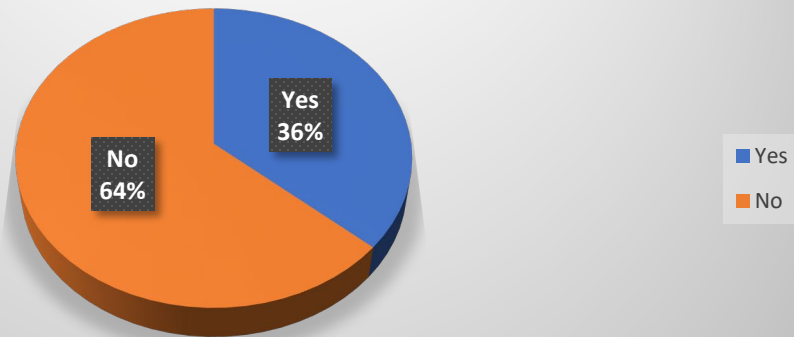
1. Would you like for the Market to be extended through the Winter months (November – February)?
2. Would you like modified hours of operation for the Winter Market (10 AM – 4 PM)?
3. Do you prefer the Winter Market be held on the streetway or on the Sweetbriar Plaza?



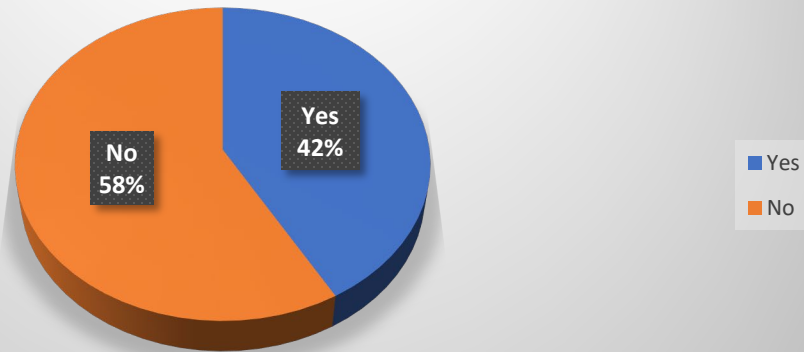
STAFF REPORT

Results are summarized below.

Would you like for the Market to be extended through the Winter months (November – February)?



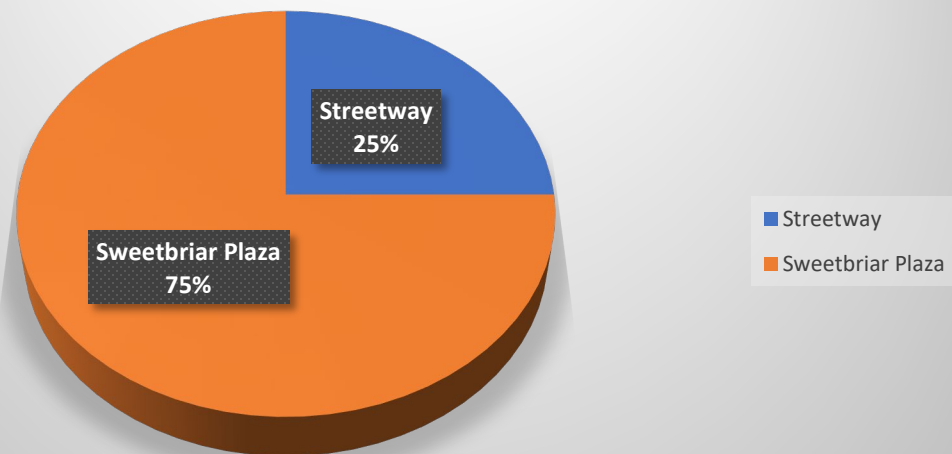
Would you like modified hours of operation for the Winter Market (10 AM – 4 PM)?





STAFF REPORT

Do you prefer the Winter Market be held on the streetway or on the Sweetbriar Plaza?



FISCAL IMPACT

If the Council chooses to renew the contract with Jimora Enterprises, the City stands to gain \$1,000.00 each market session from Jimora Enterprises during the Winter months of November through February.

ATTACHMENTS

- Contract for Market Operations
- Contract Amendment
- August 08, 2021 Letter from Jimora Enterprises
- September 28, 2021 Letter from Jimora Enterprises
- Current Site Plan
- Proposed Site Plan



CONTRACT FOR MARKET OPERATIONS

City of Lindsay and Jimora Enterprises

EFFECTIVE DATE

The effective date of this *amended* contract is: April 26, 2019. New text is shown in italics.

PARTIES

This agreement is made and entered into this 24th day of April, 2019 by and between the City of Lindsay, a Charter City of the State of California, hereinafter referred to as "CITY", and Jimora Enterprises, a private company, duly organized and existing under and by virtue of the laws of the State of California, hereinafter referred to as "JIMORA ENTERPRISES".

DESIGNATION	"CITY"	"JIMORA ENTERPRISES"
LEGAL NAME	City of Lindsay	Jimora Enterprises
DOING BUSINESS AS NAME	City of Lindsay	Jimora Enterprises
ADDRESS	251 E. Honolulu Street P.O. Box 369 Lindsay, CA 93247	
PHONE NUMBER	(559) 562-7102 x 8011	
MAIN CONTACT	Bret Harmon	

SCOPE OF SERVICES

JIMORA ENTERPRISES shall coordinate a Friday Night Market (Market) within the City of Lindsay in an area defined by CITY. The parties desire to enter into an agreement whereby JIMORA ENTERPRISES will provide staff and will carry out the applicable services for the Market. Services shall include, but are not limited to those described herein:

- 1) JIMORA ENTERPRISES agrees to provide market services as described in Exhibit A: JIMORA ENTERPRISES' proposal.
- 2) JIMORA ENTERPRISES shall maintain the downtown area and all improvements used in conjunction with the Market in a safe and sanitary condition. Maintenance shall include the following at a minimum; however, CITY reserves the right to amend the responsibilities or frequency of action depending upon effectiveness of the cleaning/maintenance action.
 - a. Upon vendor setup and periodically during the Market event, all Market-affected areas shall be inspected by JIMORA ENTERPRISES staff for dangerous conditions and/or hazards, hidden or otherwise. JIMORA ENTERPRISES staff shall make reasonable efforts to repair and/or notify CITY of any discovered dangerous or hazardous conditions. In no case shall the public be permitted to be in proximity of a known hazard.
 - b. Trash shall be removed and managed as it pertains to the Friday Night Market and its vendors. This shall include emptying trash receptacles and maintaining restrooms.



CONTRACT FOR MARKET OPERATIONS

City of Lindsay and Jimora Enterprises

- c. Cleanup shall occur during and following every Market event. In no instance shall trash be allowed to accumulate. Cleanup shall include sweeping, operating leaf blowers and picking up trash as needed. In no case shall trash be present after 10am Saturday, following a Market event. The operation of leaf blowers should take into account the impact of noise on nearby residents, especially during evening and early morning hours.
 - d. Sidewalks affected by Market activities and other areas identified by CITY shall be pressure washed just prior to the first Market of the season and monthly thereafter throughout the Market season. A final pressure washing shall occur following the last market of the season. This process shall be evaluated by CITY and the schedule confirmed or adjusted in frequency and scope as needed.
 - e. The JIMORA ENTERPRISES shall provide appropriate waste receptacles as needed. Nothing shall be dumped into or onto storm drain inlets, planters, gutters or grass/shrub/dirt areas. Only proper waste receptacles shall be used.
 - f. Bulk waste cooking grease receptacles for food vendors shall be obtained and managed by the JIMORA ENTERPRISES.
 - g. Damages due to actions and/or negligent supervision of JIMORA ENTERPRISES and/or activities of the vendors and its customers shall be the responsibility of the JIMORA ENTERPRISES to repair or replace or to reimburse for costs associated with the repair or replacement.
- 3) *JIMORA ENTERPRISES agrees that a local brick-and-mortar business, including a service provider, store or restaurant, fronting onto the Market area shall not be charged a vendor fee for Market participation when selling what is routinely sold from that business. To qualify, the business must front onto the Market area, be open a minimum of five days per week and provide said service, merchandise or food item(s) for sale to the general public routinely throughout those five days. A local brick-and-mortar business may also sell services, merchandise or food item(s) not routinely sold from their business; however, said business shall be subject to the same Market vendor fees, restrictions and requirements applying to itinerant vendors.*
 - 4) *JIMORA ENTERPRISES agrees that non-profit and not-for-profit organizations providing information, collecting signatures or seeking donations approved by the City shall not be charged a vendor fee for Market participation. JIMORA ENTERPRISES may, at its sole discretion, limit the number of organizations participating in the Market at any given time and limit the number of Market sessions in which a specific non-profit and not-for-profit organization may participate.*
 - 5) JIMORA ENTERPRISES agrees that it will comply with all applicable laws, ordinances, and rules imposed by CITY, State and Federal agencies.

TERM

The term of the agreement is from the effective date to thirty-six (36) months from the effective date. The parties may renew this Agreement on an annualized basis, following the initial thirty-six-month term. This Agreement may be terminated by either party by giving sixty (60) days prior written notice to the other.



REVENUE SHARING

During the first twelve (12) months of operation, JIMORA ENTERPRISES shall pay CITY \$2,000 per Market session. During months thirteen (13) through (24) of operation, JIMORA ENTERPRISES shall pay CITY \$2,500 per Market session. During months twenty-five (25) and thirty-six (36) of operation, JIMORA ENTERPRISES shall pay CITY \$3,000 per Market session.

CITY reserves the right to authorize session-specific reductions to the per-Market-session fee for mitigating circumstances. JIMORA ENTERPRISES shall meet with CITY to petition for any such session-specific reductions.

INSURANCE

JIMORA ENTERPRISES shall procure and maintain at JIMORA ENTERPRISES's own cost and expense for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by the JIMORA ENTERPRISES, its agents, representatives, employees, or sub-contractors.

The City of Lindsay shall be named as additional insured under such insurance policies and JIMORA ENTERPRISES shall provide CITY with Certificates of Insurance evidencing such insurance and proof of payment of insurance premiums. JIMORA ENTERPRISES must notify CITY within 24 hours of any cancellations of such insurance policies.

Without in any way affecting the indemnity provided, JIMORA ENTERPRISES shall secure before commencement of the work and throughout the contract the following types and amounts of insurance:

Minimum Limits of Insurance

JIMORA ENTERPRISES shall obtain insurance of the types and in the amounts described below:

- Commercial General Liability Insurance
 - JIMORA ENTERPRISES shall maintain commercial general liability (CGL) with a limit of not less than \$1,000,000 each occurrence/\$2,000,000 in the annual aggregate.
- Business Auto Liability Insurance
 - JIMORA ENTERPRISES shall maintain business auto liability with a limit of not less than \$1,000,000 each accident.
- Workers' Compensation and Employer's Liability Insurance
 - JIMORA ENTERPRISES shall maintain workers' compensation insurance as required by the State of California and Employer's Liability Insurance in the amount of \$1,000,000 per accident for bodily injury or disease.
- Property Damage
 - JIMORA ENTERPRISES shall maintain broad form property damage insurance, to include fire legal liability with a limit of not less than \$50,000 per occurrence.
- Minimum Scope of Insurance
 - CGL insurance shall be written on Insurance Services Office form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations,



- independent JIMORA ENTERPRISESs, products-completed operations, personal injury and advertising injury liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and explosion, collapse and underground hazards.
- Business Auto Insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be written on Insurance Services Office form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.
 - Deductibles and Self-Insured Retentions
 - Any deductibles or self -insured retentions must be declared to and approved by CITY. At the option of CITY, either: the insurer shall reduce or eliminate such deductibles or self- insured retentions as respects CITY, its officers, officials, employees, or volunteers; or the JIMORA ENTERPRISES shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigation, claim administration and defense expenses.
 - Other Insurance Provisions
 - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - CITY, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the JIMORA ENTERPRISES; and with respect to liability arising out of work or operations performed by or on behalf of the JIMORA ENTERPRISES including materials, parts or equipment furnished in connection with such work or operations. Under the CGL policy, using the Insurance Services Office additional insured endorsement form CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. City and other additional insureds mentioned in this paragraph shall not, by reason of their inclusion as additional insureds, become liable for any payment of premiums to carriers for such coverage.
 - For any claims related to this project, the JIMORA ENTERPRISES's insurance coverage shall be primary as respects CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officers, officials, employees, or volunteers shall be excess of the JIMORA ENTERPRISES's insurance and shall not contribute with it.
 - Workers' Compensation and Employer's Liability
 - The insurer shall agree to waive all rights of subrogation against CITY, its officers, officials, employees, and volunteers for losses arising from activities and operations of JIMORA ENTERPRISES in the performance of services under the contract.
 - All Coverages
 - Each insurance required by this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to CITY as set forth in the notice requirement of this Agreement.
 - If JIMORA ENTERPRISES, for any reason, fails to maintain insurance coverage that is required pursuant to this Contract, the same shall be deemed a material breach of contract. CITY, at its sole



option, may terminate this Contract and obtain damages from the JIMORA ENTERPRISES resulting from said breach.

- Acceptability of Insurers
 - Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:6 unless otherwise approved by CITY.
- Verification of Coverage
 - JIMORA ENTERPRISES shall furnish CITY with original certificates and amendatory endorsements effecting coverage required by this section. The certificates and endorsements for each policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements should be on forms provided by CITY or on other than CITY's forms, provided those forms and endorsements conform to the requirements. All certificates and endorsements are to be received and approved by CITY before work commences. CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.
- Sub-Contractors
 - JIMORA ENTERPRISES shall include all sub-contractors as insureds under its policies or shall furnish separate certificates and endorsements for each sub-contractor. All coverages for sub-contractors shall be subject to all requirements stated herein.

INDEMNIFICATION

The City of Lindsay shall not be liable for any damage, loss or injury to the person, property or effects of JIMORA ENTERPRISES or of any agent, servant, employee, contracted staff, volunteer or patron of JIMORA ENTERPRISES on, in or about the Friday Night Market activities other than through the negligence attributable to CITY. JIMORA ENTERPRISES agrees to indemnify, protect, and hold harmless CITY against any and all such damages, cost, attorney's fees or employees.

JIMORA ENTERPRISES shall carry workers' compensation insurance for all its employees in accordance with workers' compensation laws of the State of California. JIMORA ENTERPRISES will indemnify CITY, its officials and employees against, and hold them harmless from, any and all liability for damages on account of injury to persons or damage to property resulting from or arising out of or in any way connected with the performance by JIMORA ENTERPRISES of this Agreement, and reimburse CITY, its officials and employees for all costs, expenses and losses incurred by them in consequence of any claims, demands and/or causes of action which may be brought against them arising out of the performance by JIMORA ENTERPRISES of this Agreement.

JIMORA ENTERPRISES agrees to indemnify and hold the City of Lindsay harmless from any liability, claims, or damages arising out of or in any way connected with JIMORA ENTERPRISES's performance.

JIMORA ENTERPRISES shall furnish CITY with a Certificate of Insurance with limits of at least \$1,000,000.00 for bodily injuries on each occurrence and \$1,000,000.00 for property damage on each occurrence. The Certificate of Insurance shall state that the contractual liability assumed under this Agreement is covered and shall provide that



CONTRACT FOR MARKET OPERATIONS

City of Lindsay and Jimora Enterprises

ten (10) days' notice of cancellation or reduction in coverage shall be given to CITY. Certificates of said coverages shall be filed with the City Clerk before any work commences related to the Market.

GENERAL PROVISIONS

CITY may terminate this Agreement at any time if it determines that one or more of the following conditions exist:

- 1) JIMORA ENTERPRISES fails to comply with any term or condition of this Agreement.
- 2) JIMORA ENTERPRISES improperly performs any of the services to be performed pursuant to this Agreement.

No termination shall occur until and unless CITY shall first provide JIMORA ENTERPRISES with written notice specifying the grounds for such proposed termination and providing JIMORA ENTERPRISES, if appropriate, with reasonable time to correct such violation. Should JIMORA ENTERPRISES fail or refuse to act within the time specified to correct any such violation, CITY may thereafter terminate this Agreement by giving JIMORA ENTERPRISES written notice thereof.

SIGNATURES


IN WITNESS WHEREOF the Parties to this Agreement have dully affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 24th day of April 2019.

CITY OF LINDSAY

JIMORA ENTERPRISES



 William Zigler, City Manager



 Susana Mora, Principal

ATTEST:



 City Clerk



CONTRACT FOR MARKET OPERATIONS

City of Lindsay and Jimora Enterprises

EXHIBIT A

JIMORA ENTERPRISES's Proposal

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A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State Of California
County Of Tulare

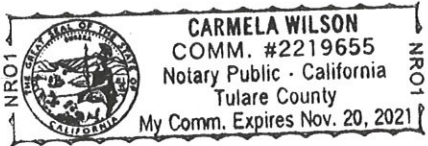
On 4-24-2019 before me, CARMELA Wilson Notary Public

personally appeared William Ziegler and Susana Mena

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Carmela Wilson Notary
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title of Type of Document: _____

Document Date: _____ Number of Pages - - including Notary Page

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

- Individual
- Corporate Officer
Title(s)
- Partner Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

- Individual
- Corporate Officer
Title(s)
- Partner Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signers is Representing: _____

Signers are Representing: _____

STAFF REPORT



TO: LINDSAY CITY COUNCIL
DATE: June 23, 2020
AGENDA #: 6
FROM: Joseph M. Tanner, City Manager

Contract Amendment Between the City of Lindsay and Jimora Enterprises for the Friday Night Market

ACTION Approve by minute order

PURPOSE

- Statutory/Contractual Requirement*
- Council Vision/Priority*
- Discretionary Action*
- Plan Implementation*

OBJECTIVE(S)

- Live in a safe, clean, comfortable and healthy environment.
- Increase our keen sense of identity in a connected and involved community.
- Nurture attractive residential neighborhoods and business districts.
- Dedicate resources to retain a friendly, small-town atmosphere.
- Stimulate, attract and retain local businesses.
- Advance economic diversity.
- Yield a self-reliant city government that provides effective, basic services.

RECOMMENDATION

Staff is recommending approval by minute order a modified payment schedule for Jimora Enterprises for remaining season of this year's Friday Night Market due to conditions created by COVID-19.

BACKGROUND | ANALYSIS

The COVID-19 pandemic is impacting all businesses, non-profits and governments around the globe. The virus is affecting the economy and normal life as we know it. In response, on recommendation from County Health Department the Market has been suspended since March 12th, 2020.

Staff has met with representatives from the Jimora and discussed their plan to keep the public safe including space between vendors, crowd control, reduction of vendors and social distancing enforcement. Live music has been canceled to reduce gatherings.

Given the requirements to hold a safe public event it is highly unlikely that same number of vendors and members of the public attend the event. Staff feels that this event is very important to the community and therefore has negotiated a reasonable and equitable solution. Based on the number of vendors the City would collect revenue based on that percentage. For example, if the Market has 50% of the vendors it had on March 6th, the City would collect 50% of the normal amount per the contact. The same would also apply to any equipment rented from the City.

STAFF REPORT



TO: LINDSAY CITY COUNCIL
DATE: June 23, 2020
AGENDA #: 6
FROM: Joseph M. Tanner, City Manager

All other provisions within the contract will remain the same.

BENEFIT TO OR IMPACT ON CITY RESOURCES

It is expected that revenue generated from the Market will be reduced by 50% for the remainder of the season.

ENVIRONMENTAL REVIEW

Not required by CEQA
 If required by CEQA:

POLICY ISSUES

No policy issues
 Policy issues:

PUBLIC OUTREACH

Posted in this agenda
 Additional public outreach:

ATTACHMENTS

- Contract for Market Operations
- Plan of Action

JIMORA ENTERPRISES
128 W. HONOLULU STREET
LINDSAY, CA 93247
(559) 397-3192
(559) 303-8345

August 8, 2021

Dear Mr. Tanner,

Thank you for meeting with my assistant and myself. As we discussed, there are many projects that I had in mind when I started my contract with the City of Lindsay. I still would like to implement some of the things I had originally proposed.

I am confident that my contract can be extended since we lost 14 months due to the closing because of the Covid-19 pandemic. I would hope considering it was an involuntary closing, I would be allowed to continue the original 3 years of my contract by extending it to 2022.

When I started this endeavor, I had to purchase well over \$100,000 in equipment in the first year. I invested all my savings to get the market up and running with my own equipment; tower lights, Portapotties and hand washing stands, along with a truck and trailer for the trash, blowers and pressure washers and all the other items necessary to run the market.

One of the items I am working on with a supplier is to purchase, on a monthly basis, solar light fixtures to be placed in strategic areas to promote better lighting on the sidewalks. This would be a great feature to promote safety for the pedestrian sidewalks. Because it would be solar, this would not be an added expense for electricity to myself or to the City of Lindsay. I would purchase the fixtures and Lindsay maintenance can install them.

I had been told that Lindsay's Friday Night Market, was in fact, a "Farmer's Market." I quickly found this not to be true. I am still looking to move forward with the SNAP Program, where consumers can come to our office and purchase wooden tokens to purchase fresh fruits and vegetables from our produce vendors. In an area and a time of food insecurity, I think it would go far to alleviate unhealthy diets when consumers can buy these commodities in the market that they are already frequenting. It may even to serve to bring in more customers.

As I stated in our conversation, I am wanting to bring in a small train for the enjoyment of customers and to bring something unique to the market.

These are just a few things that I am looking to implement for the future of the market. Currently we have the County of Tulare on board providing information and Covid-19 vaccinations free of charge to the public. It is such an important addition to this year's market.

Of course, with the pandemic and the tragic fire in the main street of our market, vendor participation is down, but I am slowly adding new vendors. I will be adding on my second food round Asian Food, and a Fried Chicken stand. Our Enchilada lady is doing a great business, despite her apprehension of moving to the Food Court. She has told me her doubts have all disappeared, citing an even better turn out for her business. There have been ups and downs, but I don't make changes without justification. I believe we continue to be a solid food venue.

I have had losses through vandalism, been attacked in print, that leaves me non-plussed. I am confident I will be judged by respectable people who can see the hard work I have put in.

I was going to return the market solely to the Special Event, as the City Council requested, but considering the variant issue, it is a possibility that we would be closed again. A special event is on the lowest tier.

So, for the time being I will continue to run the Swap Meet *and* the Special Event simultaneously. If the special event is closed a second time, at least the merchandise vendors would be able to continue, along with the food vendors who qualify with their mobile food units approved by Tulare County.

I thank you for your time and attention. I feel optimistic that we will get the number's up and can return to the way the market was.

Thank you,

Susana Mora,
Operator of Lindsay's Friday Night Market
and Mora's Friday Night Swap

Jimora Enterprises

128 W. Honolulu Street
Lindsay, CA 93247
(559) 397-3192-Susana Mora, Director or (559) 303-8345-Irene Ramirez, Assistant

Mayor Ramona Caudillo and City of Lindsay Councilmembers

September 28, 2021

cc: City Manager, **Joe Tanner**
251 E. Honolulu Street
Lindsay, CA 93247

RE: Continuing Market Contract and Vendor's Request

Dear Mayor Caudillo and Council Members,

Thanking for listening to me at the last council meeting. I just want to reiterate what I said on the vendor's behalf. Many of the vendors want the market to continue throughout the year. Because of the pandemic they were deprived of their usual income. They would like to try and make up a bit of what was lost to them because of the shutdown.

As one portion of the market is now considered a swap meet, we have that capability of staying open throughout the calendar year. I am running simultaneously the Special Event, so we have not lost the distinction of the market for our open cooking vendors. I have not reverted to just a Special Event; I am considering the Covid-19 variant. If the State of California determines another shut down, we would lose the market again if it was just a Special Event. With the Swap Meet in place, we stand a chance of remaining open for the vendors and not lose all the market as we did in 2020.

I spoke to over 25 vendors last Friday and all of them but one said they want it to remain open. The one vendor who declined said it was simply a conflict of timing for him, during the typical closing from November to March, he goes on vacation.

Also, is there a possibility of running the market, just for the winter months, earlier? If not in the streets themselves, maybe we could relocate to the park and make it a true farmer's market. The hours considered would be from 10am and shutting down around 4:30pm. I hope the board will consider this for the vendors.

In addition, I am not sure of what I need to do so that the board considers extending my contract. My contract as it stands does not fulfill the three (3) years I was allotted. Please advise me or have the City Manager inform me of the steps necessary to complete my contract.

As always, I appreciate your time and attention to the Lindsay Friday Night Market and Mora's Friday Night Swap.

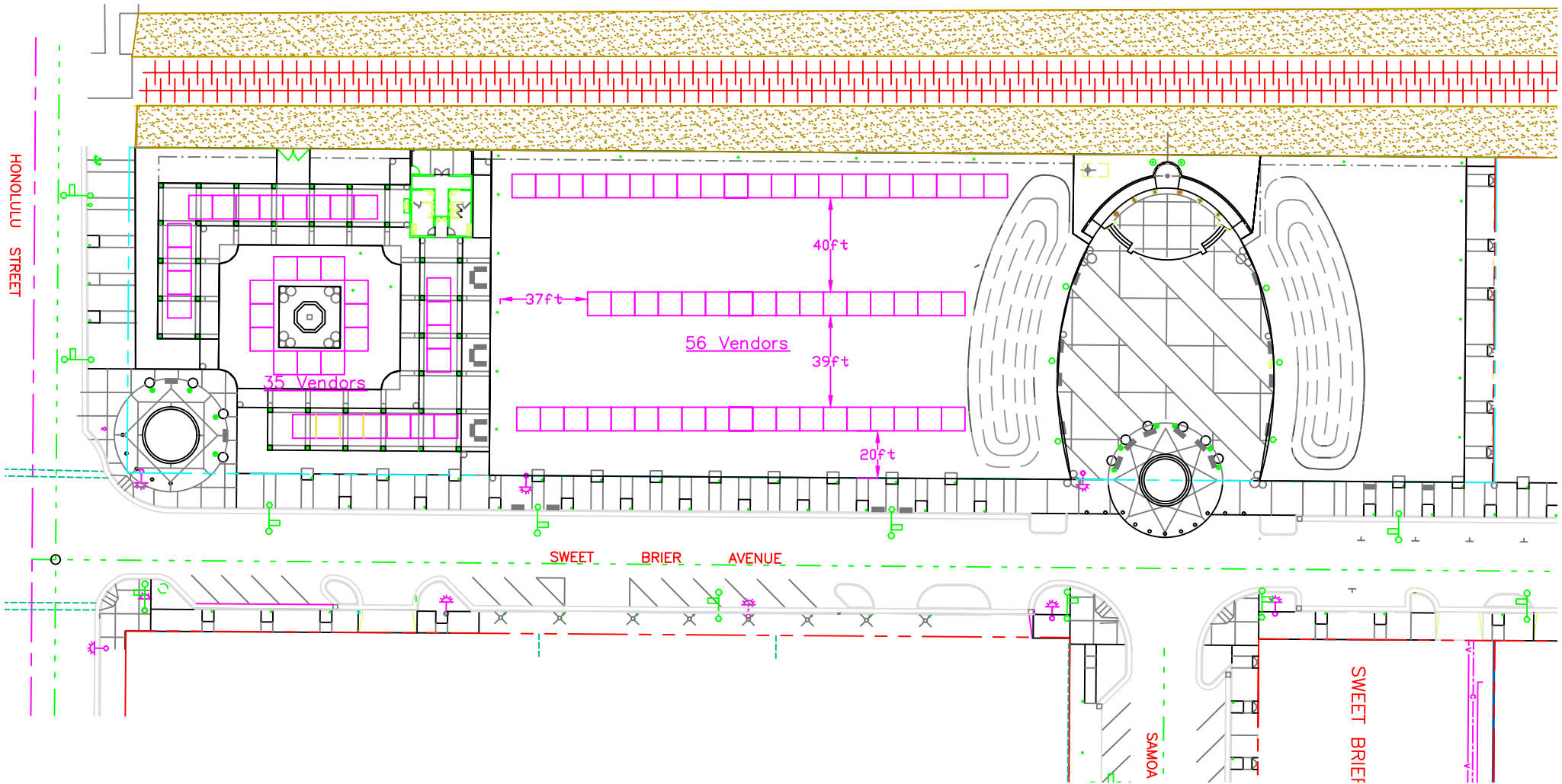
Sincerely,

Susana Mora

Susana Mora



Proposed Site Plan





STAFF REPORT

TO: Lindsay City Council
FROM: Juana Espinoza, Finance Director
DEPARTMENT: Finance Department
ITEM NO.: 11.1
MEETING DATE: October 26, 2021

ACTION & RECOMMENDATION

Consider Approval of **Resolution 21-45**, Accepting the Supplemental Law Enforcement Services Fund Citizens Option for Public Safety Grant Award and Authorizing a Total Expenditure of \$100,000 from the Fiscal Year 2021-2022 Grant Fund.

BACKGROUND | ANALYSIS

In 1997, the California State Legislature passed AB 3229 to allocate State funds to local governments for use in ensuring public safety. This allocation established non-competitive grant funds whereby cities receive state funds to augment public safety. The program is commonly known as the Citizen's Options for Public Safety (COPS).

COPS funds must be used for frontline municipal police services and must supplement and not supplant existing funding and agencies are encouraged to utilize funds to hire and maintain public safety personnel.

Funds are allocated to individual government agencies through their respective county governments and the amounts allocated based upon the population they serve. Since the year 2000, the minimum grant award was set at \$100,000.

The legislature requires any funds be appropriated by action of the Lindsay City Council following public hearing procedures at a duly held public meeting and requires the City to submit written proof that such a meeting occurred and include a resolution establishing an SLESF Fund for deposit of funds received.

Funds allocated for the City of Lindsay for the Fiscal Year 2021-2022 are \$100,000. Staff recommends approving the use of \$100,000 in COPS funds to continue funding one police officer position and a portion of one community services officer.

While funding cannot be guaranteed year over year, the current legislature has confidence that the program will continue.



STAFF REPORT

FISCAL IMPACT

There is a \$100,000 positive fiscal impact for the City of Lindsay reflected in the approved FY 2021-2022 budget. Accepting the grant reduces demand on the General Fund and increases the Public Safety Department's ability to serve and protect the community.

ATTACHMENTS

- Resolution 21-45
- Notice of allocated funding dated September 17, 2021
- Notice of public hearing published October 16, 2021 in Porterville Recorder



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

NUMBER 21-XX

TITLE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY ACCEPTING THE SLESF GRANT AWARD AND AUTHORIZING AN EXPENDITURE OF \$100,000 FROM THE FISCAL YEAR 2021-2022 GRANT FUND

MEETING At a regularly scheduled meeting of the City of Lindsay City Council held on October 26, 2021 at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

WHEREAS, The City Council of the City of Lindsay, after ten (10) days published notice did hold a public hearing on October 26, 2021.

WHEREAS, The Department of Public Safety will be receiving \$100,000.00 in Supplemental Law Enforcement Services Funding (SLESF) for the 2021-2022 budget year.

WHEREAS, The Department of Public Safety is requesting funding be used as follows:

a. Salary and Benefits for (1) Public Safety Officer	\$90,000.00
b. A portion of salary and benefits for (1) CSO	<u>\$10,000.00</u>
TOTAL	\$100,000.00

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

- SECTION 1. The expenditure of \$100,000.00 from the fiscal 2021-2022 SLESF Grant funds is hereby approved.
- SECTION 2. The City Manager to execute the application, any amendments thereto, and all other forms, documents and matters pertaining to this application, on behalf of the City of Lindsay.
- SECTION 3. This resolution shall be effective immediately upon its approval and adoption.
- SECTION 4. The Mayor, or presiding officer, is hereby authorized to affix her/his signature to the Resolution signifying its adoption by the City Council to the City of Lindsay, and the City Clerk, or their appointed deputy, is directed to attest thereto.

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

RESOLUTION NO. 21-XX

Page 1 of 2



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

MEETING DATE	October 26, 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



County of Tulare

221 S. Mooney Blvd. Room 101-E
Visalia, CA 93291

Cass Cook · Auditor-Controller

Justin Avila · Assistant Auditor-Controller

Telephone: (559) 636-5200

Fax: (559) 730-2547

September 17, 2021

Juana Espinoza
City of Lindsay
P. O. Box 369
Lindsay, CA 93247

AB 3229 CITIZENS OPTION FOR PUBLIC SAFETY (COPS) PROGRAM

Please provide our office with your city's 2021/22 Resolution and the Notice of Public Hearing approving the expenditures for AB 3229 (COPS). These documents are required in order to distribute the grant money to the city.

Please send these documents via the postal service or email by October 25, 2021.

If you have any questions, please call me at 636-5235.

Sincerely,

Alejandro Chavez

Alejandro Chavez
Accountant

Advertising Invoice

Porterville Recorder

P.O. Box 151
Porterville, CA 93258

Phone: 559-784-5000

Fax: 559-784-1172

URL: portervillerecorder.com

2

CITY OF LINDSAY-LEGALS
P.O. BOX 369
LINDSAY CA 93247

Cust #: 03100798

Phone: (559)562-5927

Date: 10/16/2021

Due Date: 11/05/2021

Invoice #: 946092

Salesperson:

Ad Taker: JH

Ad#	Text	Start	Stop	Ins.	Amount	Prepaid	Due
00079036	PUBLIC NOTICE CITY OF LI	10/16/2021	10/16/2021	1	117.15	0.00	117.15

Please return a copy with payment

Total Due

117.15

***In the Superior Court of the State of California
In and for the County of Tulare***

PUBLIC NOTICE

CITY OF LINDSAY
PUBLIC HEARING
NOTICE

Date: Tuesday,
October 26, 2021

Time:
6:00 PM or as soon
thereafter

Location:
Council Chambers City Hall
251 East Honolulu Street,
Lindsay, CA 93247

NOTICE IS HEREBY
GIVEN THAT THE LIND-
SAY CITY COUNCIL will
hold a PUBLIC HEARING
to solicit public comments
relating to the
following matter:
ACCEPTING THE SUP-
PLEMENTAL LAW EN-
FORCEMENT SERVICES
GRANT AWARD AND
AUTHROIZING AN EX-
PENDITURE OF \$100,000
FROM THE 2021/2022
GRANT YEAR.

FURTHER information on
this matter and the full text
of the proposed documents
may be obtained from the
City Clerk at 251 East
Honolulu Street, Lindsay,
CA 93247 during normal
business hours
9:00AM-5:00PM Monday
through Friday.

ALL INTERESTED PAR-
TIES are encouraged to at-
tend said PUBLIC HEAR-
ING to ask questions, ex-
press opinions and/or sub-
mit evidence for or against
the matter. Written com-
ments should be submitted
via mail to the City Clerk at
P.O. Box 369, Lindsay, CA
93247, or in person at 251
East Honolulu Street, Lind-
say, CA 93247, or via
e m a i l t o
lindsaycityclerk@lindsay.ca
.us at least 24 hours prior
to the scheduled public
hearing.

BY ORDER OF THE CITY
COUNCIL OF THE CITY
OF LINDSAY

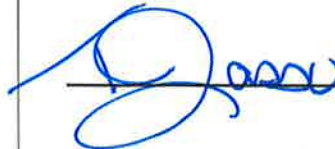
State of California

SS.

County of Tulare

Declarant says:

That at all times herein mentioned Declarant is and was a resident of said County of Tulare, over the age of twenty-one years; not a party to nor interested in the within matter; that Declarant is now and was at all times herein mentioned the Principal Clerk of the Porterville Recorder, a daily newspaper, which said newspaper was adjudged a newspaper of general circulation on October 15, 1951, by Superior Court Order No. 42369 as entered in Book 57 Page 384 of said Court; and that said newspaper is printed and published every day except Sunday published LEGAL NOTICE in said newspaper, Oct. 16, 2021 and that such publication was made in the regular issues of said paper (and not in any supplemental edition or extra there of). I declare under penalty of perjury that the forgoing is true and correct. Executed Oct. 16, 2021 at Porterville, California.



Declarant TERESA JASSO



STAFF REPORT

TO: Lindsay City Council
FROM: Joseph Tanner, City Manager
DEPARTMENT: City Manager
ITEM NO.: 12.1
MEETING DATE: October 26, 2021

ACTION & RECOMMENDATION

Consider Options for the 2022 Friday Night Market Season and Provide Direction to Staff.

Staff is recommending that City Council negotiate a new contract with Jimora Enterprises.

BACKGROUND | ANALYSIS

Staff is seeking direction on the following options for the 2022 market season:

1. Direct staff to negotiate a new contract with Jimora Enterprises and bring the contract back to City Council for final approval, or
2. Move forward on a Request for Proposal (RFP) to operate the Friday Night Market, or
3. Direct staff to manage operations of the Friday Night Market

existing contract between the City and Jimora Enterprises, states that Jimora Enterprises shall coordinate a Friday Night Market with the City of Lindsay in an area defined by the City. Jimora Enterprises provides staff, carries out the applicable services for the Market, and pays \$2,000.00 to the City per market session. The initial contract between the City and Jimora Enterprises was signed on April 26, 2019 and the term of the agreement is from the effective date to thirty-six (36) months from the effective date. The parties may renew this agreement on an annual basis regarding the initial thirty-six-month term. The contract may be terminated by either party by giving sixty (60) days prior written notice to the other. Due to the conditions created by COVID-19, an amendment was approved on June 23, 2020 where the City modified the payment schedule for Jimora Enterprises to \$1,000.000 for the remaining Friday Night Market sessions of the season. If council chooses to negotiate a new contract with Jimora Enterprises, the City will see little to no changes in the flow of operations or timeliness of the Friday Night Market and can negotiate new contract terms.

An alternative to renewing the contract between the City and Jimora Enterprises is to approve city staff to open a Request for Proposal (RFP) for a new Friday Night Market operator. A benefit the City could see in securing a contract with a new operator is re-negotiating the existing market operator contract to increase the revenue the city receives per market session. The City could see challenges in finding a new



STAFF REPORT

market operator set forth by COVID-19 and limitations on large-scale events. The City could possibly see a delay in securing a contract in time to continue the market in its regular season.

Council could also solicit the City and its staff to manage the operation of the Friday Night Market. The City could benefit from having more control over revenue to the City. However, the city would need to create a full-time staff position for a designated individual to manage the logistical operations of the Friday Night Market. The City would also assume all liability over the market's operations.

FISCAL IMPACT

If the Council chooses to extend the contract with Jimora Enterprises, the City can negotiate new terms for the 2022 regular market season, possibly increasing revenue the City receives per market session.

If the Council approves a Request for Proposal (RFP) for the Friday Night Market, then the City could face challenges in securing a contract with a new operator and potentially lose out on the regular revenue it receives from the existing market operator.

If the Council solicits City Staff to operate the Friday Night Market, the City will assume all liability and costs associated with its operations, as well as salary costs for a full-time staff member to manage operations of the market.

ATTACHMENTS

- Contract for Market Operations



CONTRACT FOR MARKET OPERATIONS

City of Lindsay and Jimora Enterprises

EFFECTIVE DATE

The effective date of this *amended* contract is: *April 26, 2019*. New text is shown in italics.

PARTIES

This agreement is made and entered into this *24th day of April, 2019* by and between the City of Lindsay, a Charter City of the State of California, hereinafter referred to as "CITY", and Jimora Enterprises, a private company, duly organized and existing under and by virtue of the laws of the State of California, hereinafter referred to as "JIMORA ENTERPRISES".

DESIGNATION	"CITY"	"JIMORA ENTERPRISES"
LEGAL NAME	City of Lindsay	Jimora Enterprises
DOING BUSINESS AS NAME	City of Lindsay	Jimora Enterprises
ADDRESS	251 E. Honolulu Street P.O. Box 369 Lindsay, CA 93247	
PHONE NUMBER	(559) 562-7102 x 8011	
MAIN CONTACT	Bret Harmon	

SCOPE OF SERVICES

JIMORA ENTERPRISES shall coordinate a Friday Night Market (Market) within the City of Lindsay in an area defined by CITY. The parties desire to enter into an agreement whereby JIMORA ENTERPRISES will provide staff and will carry out the applicable services for the Market. Services shall include, but are not limited to those described herein:

- 1) JIMORA ENTERPRISES agrees to provide market services as described in Exhibit A: JIMORA ENTERPRISES' proposal.
- 2) JIMORA ENTERPRISES shall maintain the downtown area and all improvements used in conjunction with the Market in a safe and sanitary condition. Maintenance shall include the following at a minimum; however, CITY reserves the right to amend the responsibilities or frequency of action depending upon effectiveness of the cleaning/maintenance action.
 - a. Upon vendor setup and periodically during the Market event, all Market-affected areas shall be inspected by JIMORA ENTERPRISES staff for dangerous conditions and/or hazards, hidden or otherwise. JIMORA ENTERPRISES staff shall make reasonable efforts to repair and/or notify CITY of any discovered dangerous or hazardous conditions. In no case shall the public be permitted to be in proximity of a known hazard.
 - b. Trash shall be removed and managed as it pertains to the Friday Night Market and its vendors. This shall include emptying trash receptacles and maintaining restrooms.



CONTRACT FOR MARKET OPERATIONS

City of Lindsay and Jimora Enterprises

- c. Cleanup shall occur during and following every Market event. In no instance shall trash be allowed to accumulate. Cleanup shall include sweeping, operating leaf blowers and picking up trash as needed. In no case shall trash be present after 10am Saturday, following a Market event. The operation of leaf blowers should take into account the impact of noise on nearby residents, especially during evening and early morning hours.
 - d. Sidewalks affected by Market activities and other areas identified by CITY shall be pressure washed just prior to the first Market of the season and monthly thereafter throughout the Market season. A final pressure washing shall occur following the last market of the season. This process shall be evaluated by CITY and the schedule confirmed or adjusted in frequency and scope as needed.
 - e. The JIMORA ENTERPRISES shall provide appropriate waste receptacles as needed. Nothing shall be dumped into or onto storm drain inlets, planters, gutters or grass/shrub/dirt areas. Only proper waste receptacles shall be used.
 - f. Bulk waste cooking grease receptacles for food vendors shall be obtained and managed by the JIMORA ENTERPRISES.
 - g. Damages due to actions and/or negligent supervision of JIMORA ENTERPRISES and/or activities of the vendors and its customers shall be the responsibility of the JIMORA ENTERPRISES to repair or replace or to reimburse for costs associated with the repair or replacement.
- 3) *JIMORA ENTERPRISES agrees that a local brick-and-mortar business, including a service provider, store or restaurant, fronting onto the Market area shall not be charged a vendor fee for Market participation when selling what is routinely sold from that business. To qualify, the business must front onto the Market area, be open a minimum of five days per week and provide said service, merchandise or food item(s) for sale to the general public routinely throughout those five days. A local brick-and-mortar business may also sell services, merchandise or food item(s) not routinely sold from their business; however, said business shall be subject to the same Market vendor fees, restrictions and requirements applying to itinerant vendors.*
 - 4) *JIMORA ENTERPRISES agrees that non-profit and not-for-profit organizations providing information, collecting signatures or seeking donations approved by the City shall not be charged a vendor fee for Market participation. JIMORA ENTERPRISES may, at its sole discretion, limit the number of organizations participating in the Market at any given time and limit the number of Market sessions in which a specific non-profit and not-for-profit organization may participate.*
 - 5) JIMORA ENTERPRISES agrees that it will comply with all applicable laws, ordinances, and rules imposed by CITY, State and Federal agencies.

TERM

The term of the agreement is from the effective date to thirty-six (36) months from the effective date. The parties may renew this Agreement on an annualized basis, following the initial thirty-six-month term. This Agreement may be terminated by either party by giving sixty (60) days prior written notice to the other.



REVENUE SHARING

During the first twelve (12) months of operation, JIMORA ENTERPRISES shall pay CITY \$2,000 per Market session. During months thirteen (13) through (24) of operation, JIMORA ENTERPRISES shall pay CITY \$2,500 per Market session. During months twenty-five (25) and thirty-six (36) of operation, JIMORA ENTERPRISES shall pay CITY \$3,000 per Market session.

CITY reserves the right to authorize session-specific reductions to the per-Market-session fee for mitigating circumstances. JIMORA ENTERPRISES shall meet with CITY to petition for any such session-specific reductions.

INSURANCE

JIMORA ENTERPRISES shall procure and maintain at JIMORA ENTERPRISES's own cost and expense for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by the JIMORA ENTERPRISES, its agents, representatives, employees, or sub-contractors.

The City of Lindsay shall be named as additional insured under such insurance policies and JIMORA ENTERPRISES shall provide CITY with Certificates of Insurance evidencing such insurance and proof of payment of insurance premiums. JIMORA ENTERPRISES must notify CITY within 24 hours of any cancellations of such insurance policies.

Without in any way affecting the indemnity provided, JIMORA ENTERPRISES shall secure before commencement of the work and throughout the contract the following types and amounts of insurance:

Minimum Limits of Insurance

JIMORA ENTERPRISES shall obtain insurance of the types and in the amounts described below:

- Commercial General Liability Insurance
 - JIMORA ENTERPRISES shall maintain commercial general liability (CGL) with a limit of not less than \$1,000,000 each occurrence/\$2,000,000 in the annual aggregate.
- Business Auto Liability Insurance
 - JIMORA ENTERPRISES shall maintain business auto liability with a limit of not less than \$1,000,000 each accident.
- Workers' Compensation and Employer's Liability Insurance
 - JIMORA ENTERPRISES shall maintain workers' compensation insurance as required by the State of California and Employer's Liability Insurance in the amount of \$1,000,000 per accident for bodily injury or disease.
- Property Damage
 - JIMORA ENTERPRISES shall maintain broad form property damage insurance, to include fire legal liability with a limit of not less than \$50,000 per occurrence.
- Minimum Scope of Insurance
 - CGL insurance shall be written on Insurance Services Office form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations,



- independent JIMORA ENTERPRISESs, products-completed operations, personal injury and advertising injury liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and explosion, collapse and underground hazards.
- Business Auto Insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be written on Insurance Services Office form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.
 - Deductibles and Self-Insured Retentions
 - Any deductibles or self -insured retentions must be declared to and approved by CITY. At the option of CITY, either: the insurer shall reduce or eliminate such deductibles or self- insured retentions as respects CITY, its officers, officials, employees, or volunteers; or the JIMORA ENTERPRISES shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigation, claim administration and defense expenses.
 - Other Insurance Provisions
 - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - CITY, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the JIMORA ENTERPRISES; and with respect to liability arising out of work or operations performed by or on behalf of the JIMORA ENTERPRISES including materials, parts or equipment furnished in connection with such work or operations. Under the CGL policy, using the Insurance Services Office additional insured endorsement form CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. City and other additional insureds mentioned in this paragraph shall not, by reason of their inclusion as additional insureds, become liable for any payment of premiums to carriers for such coverage.
 - For any claims related to this project, the JIMORA ENTERPRISES's insurance coverage shall be primary as respects CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officers, officials, employees, or volunteers shall be excess of the JIMORA ENTERPRISES's insurance and shall not contribute with it.
 - Workers' Compensation and Employer's Liability
 - The insurer shall agree to waive all rights of subrogation against CITY, its officers, officials, employees, and volunteers for losses arising from activities and operations of JIMORA ENTERPRISES in the performance of services under the contract.
 - All Coverages
 - Each insurance required by this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to CITY as set forth in the notice requirement of this Agreement.
 - If JIMORA ENTERPRISES, for any reason, fails to maintain insurance coverage that is required pursuant to this Contract, the same shall be deemed a material breach of contract. CITY, at its sole



option, may terminate this Contract and obtain damages from the JIMORA ENTERPRISES resulting from said breach.

- Acceptability of Insurers
 - Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:6 unless otherwise approved by CITY.
- Verification of Coverage
 - JIMORA ENTERPRISES shall furnish CITY with original certificates and amendatory endorsements effecting coverage required by this section. The certificates and endorsements for each policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements should be on forms provided by CITY or on other than CITY's forms, provided those forms and endorsements conform to the requirements. All certificates and endorsements are to be received and approved by CITY before work commences. CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.
- Sub-Contractors
 - JIMORA ENTERPRISES shall include all sub-contractors as insureds under its policies or shall furnish separate certificates and endorsements for each sub-contractor. All coverages for sub-contractors shall be subject to all requirements stated herein.

INDEMNIFICATION

The City of Lindsay shall not be liable for any damage, loss or injury to the person, property or effects of JIMORA ENTERPRISES or of any agent, servant, employee, contracted staff, volunteer or patron of JIMORA ENTERPRISES on, in or about the Friday Night Market activities other than through the negligence attributable to CITY. JIMORA ENTERPRISES agrees to indemnify, protect, and hold harmless CITY against any and all such damages, cost, attorney's fees or employees.

JIMORA ENTERPRISES shall carry workers' compensation insurance for all its employees in accordance with workers' compensation laws of the State of California. JIMORA ENTERPRISES will indemnify CITY, its officials and employees against, and hold them harmless from, any and all liability for damages on account of injury to persons or damage to property resulting from or arising out of or in any way connected with the performance by JIMORA ENTERPRISES of this Agreement, and reimburse CITY, its officials and employees for all costs, expenses and losses incurred by them in consequence of any claims, demands and/or causes of action which may be brought against them arising out of the performance by JIMORA ENTERPRISES of this Agreement.

JIMORA ENTERPRISES agrees to indemnify and hold the City of Lindsay harmless from any liability, claims, or damages arising out of or in any way connected with JIMORA ENTERPRISES's performance.

JIMORA ENTERPRISES shall furnish CITY with a Certificate of Insurance with limits of at least \$1,000,000.00 for bodily injuries on each occurrence and \$1,000,000.00 for property damage on each occurrence. The Certificate of Insurance shall state that the contractual liability assumed under this Agreement is covered and shall provide that



CONTRACT FOR MARKET OPERATIONS

City of Lindsay and Jimora Enterprises

ten (10) days' notice of cancellation or reduction in coverage shall be given to CITY. Certificates of said coverages shall be filed with the City Clerk before any work commences related to the Market.

GENERAL PROVISIONS

CITY may terminate this Agreement at any time if it determines that one or more of the following conditions exist:

- 1) JIMORA ENTERPRISES fails to comply with any term or condition of this Agreement.
- 2) JIMORA ENTERPRISES improperly performs any of the services to be performed pursuant to this Agreement.

No termination shall occur until and unless CITY shall first provide JIMORA ENTERPRISES with written notice specifying the grounds for such proposed termination and providing JIMORA ENTERPRISES, if appropriate, with reasonable time to correct such violation. Should JIMORA ENTERPRISES fail or refuse to act within the time specified to correct any such violation, CITY may thereafter terminate this Agreement by giving JIMORA ENTERPRISES written notice thereof.

SIGNATURES


IN WITNESS WHEREOF the Parties to this Agreement have dully affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 24th day of April 2019.

CITY OF LINDSAY

JIMORA ENTERPRISES



 William Zigler, City Manager



 Susana Mora, Principal

ATTEST:



 City Clerk



CONTRACT FOR MARKET OPERATIONS

City of Lindsay and Jimora Enterprises

EXHIBIT A

JIMORA ENTERPRISES's Proposal

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State Of California
County Of Tulare

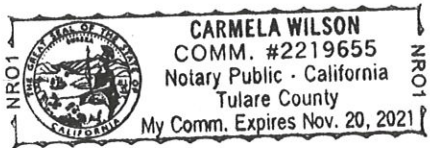
On 4-24-2019 before me, CARMELA Wilson Notary Public

personally appeared William Ziegler and Susana Mena

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Carmela Wilson Notary
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title of Type of Document: _____

Document Date: _____ Number of Pages - - including Notary Page

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

- | | |
|--|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Individual |
| <input type="checkbox"/> Corporate Officer
Title(s) | <input type="checkbox"/> Corporate Officer
Title(s) |
| <input type="checkbox"/> Partner <input type="checkbox"/> Limited <input type="checkbox"/> General | <input type="checkbox"/> Partner <input type="checkbox"/> Limited <input type="checkbox"/> General |
| <input type="checkbox"/> Attorney-in-Fact | <input type="checkbox"/> Attorney-in-Fact |
| <input type="checkbox"/> Trustee | <input type="checkbox"/> Trustee |
| <input type="checkbox"/> Guardian or Conservator | <input type="checkbox"/> Guardian or Conservator |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ |

Signers is Representing: _____

Signers are Representing: _____