



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 January 25, 2022 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 Council Member Sanchez.

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 In Full and Authorize Reading by Title Only
- 8.2 Minutes from January 11, 2022 City Council Regular Meeting (pp. 5-9)
- 8.3 Second Reading of **Ordinance 594**, An Ordinance of the City of Lindsay Amending Chapter 5.28.040 of Title 5 of the Lindsay Municipal Code, Amending Cannabis Dispensaries

- Permitted Uses And Zoning; and Amending Chapter 18.10.030 of Title 18 of the Lindsay Municipal Code, Central Commercial District Conditional Uses (pp. 10-14)
- 8.4 Minute Order Approval of Request for Proposal (RFP) for Audit Services (pp. 15-46)
- 8.5 Minute Order Approval of Appointment of Council Member Representatives to Boards, Agencies, and Committees (pp. 47-49)
- 8.6 Minute Order Approval of the City Council Regular Meeting Schedule for January – December 2022 (pp. 50-51)
- 8.7 Consider the Minute Order Approval of Sewer Connection for Assessor’s Parcel Number (APN) 202-152-018 (pp. 52-54)
- 8.8 Consider the 1) Approval of **Resolution 22-01**, Declaring a Portion of Unused Public Property Exempt Surplus Land Under the Surplus Land Act; and 2) Minute Order Authorization of the Sale of Said Property to Millbrook Investments, LLC for the Development of a New Single-Family Subdivision (pp. 55-58)
- 8.9 Consider the Approval of **Resolution 22-04**, Authorizing Submittal Of Application(s) for All CalRecycle for Grants For Which The City Of Lindsay Is Eligible (pp. 59-62)
- 8.10 Warrant List for December 29, 2021 through January 19, 2022 (pp. 63-71)

9. PRESENTATIONS

- 9.1 Update from the Lindsay High School Associated Student Body (ASB) Representative
Presented by Rogelio Castillo, ASB Representative
- 9.2 City Council Goals and Objectives 2022-2023
Presented by Joseph M. Tanner, City Manager
- 9.3 Quarterly Financial Update
Presented by Juana Espinoza, Finance Director

10. PUBLIC HEARINGS

- 10.1 First Reading of Ordinance 595, An Ordinance of the City of Lindsay Amending Title 3 of the Lindsay Municipal Code, Amending Utility Users Tax (pp. 72-103)
- a. Consider Approval of **Resolution 22-02**, Authorizing the City Manager to Execute Agreement with the California Department of Tax and Fee Administration for Implementation of the Local Prepaid Mobile Telephony Services Collection Act
- b. Consider the Approval of **Resolution 22-03**, Authorizing the Examination OF Prepaid Mobile Telephony Service’s Surcharge and Local Charge Records
Presented by Juana Espinoza, Finance Director

10.2 Third Reading of **Ordinance 593**, An Ordinance of the City of Lindsay Amending Title 5 of the Lindsay Municipal Code, Adding Chapter 5.37 Mobile Vending Establishing Permitting Procedures and Regulations (pp. 104-109)

Presented by Ed Real, Assistant City Planner

11. ACTION ITEMS

11.1 Consider Proposal Received in Response to the Friday Night Market Request for Proposal and Provide Direction to Staff (110-140)

Presented by Joseph Tanner, City Manager

11.2 Selection of Mayor Pro Tem for a One-Year Term Commencing on January 25, 2022 (p. 141)

Presented by Mayra Espinoza-Martinez, Executive Projects Manager/City Clerk

12. EXECUTIVE (CLOSED) SESSION

12.1 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

12.2 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

12.3 Conference with Real Property Negotiators

Pursuant to Cal Gov. Code § 54956.8

Property: 365 N Sweetbriar Ave, Lindsay, CA 93247 APN 205-293-015-000

Agency Negotiator: Joseph M. Tanner, City of Lindsay

Negotiating Parties: California Department of Housing and Community Development

Under Negotiation: Terms and Conditions of Potential Sale

12.4 Conference with Real Property Negotiators

Pursuant to Cal Gov. Code § 54956.8

Property: 100 E Honolulu St, Lindsay, CA 93247 APN 205-236-014

Agency Negotiator: Joseph M. Tanner, City of Lindsay

Negotiating Parties: Jose Cabrera. Property Owner

Under Negotiation: Terms and Conditions of Potential Sale

12.5 Conference with Real Property Negotiators

Pursuant to Cal Gov. Code § 54956.8

Property: 122 E Honolulu St, Lindsay, CA 93247 APN 205-236-013

Agency Negotiator: Joseph M. Tanner, City of Lindsay

Negotiating Parties: Salvador Perez, Property Owner

Under Negotiation: Terms and Conditions of Potential Sale

13. REQUEST FOR FUTURE ITEMS

14. ADJOURNMENT

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



**LINDSAY CITY COUNCIL
REGULAR MEETING AGENDA
MINUTES**

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

Notice is hereby given that the Lindsay City Council will hold a Regular Meeting on January 11, 2022 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	N/A

3. **PLEDGE**

Led by Council Member CERROS

4. **APPROVAL OF AGENDA**

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

5. **PUBLIC COMMENT**

- None.

6. **COUNCIL REPORT**

- Councilmember SERNA shared with Council that COVID-19 self-testing kits are being issued by the school district to Lindsay families; the Lindsay Wellness Center continues offering COVID-

19 vaccines and booster shots, he encouraged the community to take advantage of this, and shared the Lindsay Wellness Center monthly membership specials.

- Mayor Pro-tem FLORES had no report and wished everyone a happy and healthy new year.
- Councilmember CERROS spoke to the Bank of Sierra Regional Vice President regarding the importance of the bank to the Lindsay community and will continue to update the Council on their conversations, shared that he has been selected as an Intern for Senator Hurtado’s office and will utilize this to promote the City.
- Councilmember SANCHEZ had no report and wished everyone a happy new year.
- Mayor CAUDILLO shared with Council and the public that there are Tulare County Regional Transit Agency (TCRTA) grants available to the city; Tulare County has new zero-emission vehicles that follow COVID protocols; TCRTA has 26 transit routes and 100 vehicles in Tulare County and 100, and she hopes that the city can open a transit center in Lindsay.

7. CITY MANAGER REPORT

- Wished Council and audience a happy and healthy new year.
- In 2021, Tulare County was averaging 400-500 COVID-19 cases per week.
- So far this year Tulare County has been averaging over 1,000 COVID-19 cases per week.
- Currently many city employees are out of the office with COVID-19 or have been exposed. Internal operations at the city may be modified based on newly released COVID guidelines.
- The city purchased an animal control vehicle from the City of Woodlake.
- The California Office of Emergency Services (Cal OES) contacted the city regarding Senator Hurtado’s Fire Safety and Preparedness Grant and the city should receive the funds soon.
- One proposal was received for the Friday Night Market Operations Request for Proposal.
- The Lindsay Department of Public Safety is teaming up with the Tulare County Sheriff’s office and neighboring cities for a ‘Coffee with a Cop’ event on Saturday, January 22, 2022.
- The city audit will be presented soon as well as numerous corrective action plan items.

8. RECOGNITIONS

8.1 National Law Enforcement Appreciation Day Proclamation (p.4)

9. PRESENTATIONS

9.1 Tulare County Regional Transit Agency (TCRTA) Transit Fair Fees

Presented by Rich Tree, Executive Director

10. CONSENT CALENDAR

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

- 10.1 Waive Full Reading of All Ordinances In Full and Authorize Reading by Title Only
- 10.2 Minutes from December 14, 2021 City Council Regular Meeting (pp. 5-10)
- 10.3 Warrant List for November 04, 2021 Through December 06, 2021 (pp. 11-20)
- 10.4 Warrant List for December 07, 2021 Through December 28, 2021 (pp. 21-31)
- 10.5 Treasurer’s Report for November 2021(p. 32)
- 10.6 Treasurer’s Report for December 2021 (p. 33)
- 10.7 Second Reading of **Ordinance 592**, An Ordinance Providing for the Payment of Salaries to Members of the City Council in the City of Lindsay and Declaring the Operative and Effective Dates of Said Ordinance (pp. 34-38)
- 10.8 Minute Order Approval of the West Hermosa Street Corridor and Neighborhood Enhancement Plan Request for Proposals (RFPs) submitted and the Recommendation to Award the contract to KTU&A. (pp. 39-41)

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

11. DISCUSSION ITEMS

- 11.1 Review of the City of Lindsay’s Allocation of American Rescue Plan Act (ARPA) Grant Funds and Recommendations on the Use of Funds (pp.42-61)
Presented by Joseph Tanner, City Manager

12. PUBLIC HEARINGS

- 12.1 Second Reading of **Ordinance 593**, An Ordinance of the City of Lindsay Amending Title 5 of the Lindsay Municipal Code, Adding Chapter 5.37 Mobile Vending Establishing Permitting Procedures and Regulations (pp. 62-67)
Presented by Edward Real, Assistant City Planner

Motion to Continue Public Hearing To Next Regular Council Meeting							
1 st	2 nd	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
CAUDILLO	SERNA	(5-0) Approved	Aye	Aye	Aye	Aye	Aye

- 12.2 First Reading of **Ordinance 594**, An Ordinance of the City of Lindsay Amending Chapter 5.28.040 of Title 5 of the Lindsay Municipal Code, Amending Cannabis Dispensaries

Permitted Uses And Zoning; and Amending Chapter 18.10.030 of Title 18 of the Lindsay Municipal Code, Central Commercial District Conditional Uses (pp. 68-72)

Presented by Edward Real, Assistant City Planner

- Mayor CAUDILLO opened the public hearing at 7:16 PM.
- Receiving no public comment, Mayor CAUDILLO closed the public hearing at 7:17 PM.

Motion to Approve Item 12.2							
1 st	2 nd	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
CERROS	SANCHEZ	(5-0) Approved	Aye	Aye	Aye	Aye	Aye

13. ACTION ITEMS

13.1 Consider the Minute Order Approval of Olive Bowl/Kaku Park Fundraising Partnership with the Visalia Rawhide Minor League Baseball Club and Authorization to the City Manager to Execute Any Documents Thereto (pp. 73-76)

Presented by Francesca Quintana, Executive Assistant/Deputy City Clerk

Motion to Approve Item 13.1							
1 st	2 nd	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
CERROS	SERNA	(5-0) Approved	Aye	Aye	Aye	Aye	Aye

13.2 Consider the Approval of **Resolution 21-50**, Approving and Adopting the City of Lindsay City Council Handbook (pp. 77-99)

Presented by Mayra Espinoza-Martinez, City Clerk/Executive Projects Manager

Motion to Approve Item 13.2							
1 st	2 nd	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
SANCHEZ	CERROS	(5-0) Approved	Aye	Aye	Aye	Aye	Aye

13.3 Review Existing Appointments and Consider the Minute Order Approval of Appointment of Council Member Representatives to Boards, Agencies, and Committees (pp. 100-102)

Presented by Francesca Quintana, Executive Assistant/Deputy City Clerk

- No action taken.

14. REQUEST FOR FUTURE ITEMS

- Councilmember CERROS requested that the city consider hiring more high school interns from Lindsay High School.

- Councilmember CERROS requested for city staff to inspect the skate park for damages/hazards.
- Mayor Pro Tem FLORES requested an update on the park shade structures.
- Mayor Pro Tem FLORES requested city staff report on ARPA expenditures to Council regularly.

15. ADJOURNMENT

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STAFF REPORT

TO: Lindsay City Council
FROM: Curtis Cannon, Interim Assistant Director of City Services & Planning
DEPARTMENT: Planning, City Services
ITEM NO.: 8.3
MEETING DATE: January 25, 2022

ACTION & RECOMMENDATION

Second Reading of **Ordinance 594**, An Ordinance of the City of Lindsay Amending Chapter 5.28.040 of Title 5 of the Lindsay Municipal Code, Amending Cannabis Dispensaries Permitted Uses And Zoning; and Amending Chapter 18.10.030 of Title 18 of the Lindsay Municipal Code, Central Commercial District Conditional Uses.

BACKGROUND | ANALYSIS

Staff is recommending Council approval of Ordinance No. 594 to permit Cannabis Cultivation in the Central Business District of the Central Commercial zone. Cultivation would be permitted as a Conditional Use within a Cannabis Dispensary and shall not exceed 20% of the gross leasable area.

FISCAL IMPACT

Permitting cannabis cultivation within a cannabis dispensary would provide the City with an addition source of tax revenue that would go towards the City's general fund.

ATTACHMENTS

- Ordinance No. 594

ORDINANCE NO. 594

AN ORDINANCE OF THE CITY OF LINDSAY

AMENDING CHAPTER 5.28.040 CANNABIS DISPENSARIES PERMITTED USES AND ZONING;

AMENDING CHAPTER 18.10.030 CC CENTRAL COMMERCIAL DISTRICT CONDITIONAL USES;

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

Section 1. PURPOSE. The provisions of this ordinance are intended amend Chapter 5.28.040 and 18.10.030 to permit Cannabis Cultivation in the Central Business District of the Central Commercial zone.

Section 2. CODE ENACTMENT. Lindsay Municipal Code, Chapter 5.28.040 and 18.10.030 is hereby amended as follows:

Chapter 5.28.040

CANNABIS DISPENSARIES PERMITTED USES AND ZONING;

Chapter 18.10.030

CC CENTRAL COMMERCIAL DISTRICT CONDITIONAL USES;

5.28.040 Cannabis Dispensaries Permitted Uses And Zoning

- A. Business Owners meeting the requirements of this chapter shall be allowed to conduct Cannabis Dispensary Operations within the Central Business District of the CC-Central Commercial zone district of the City upon approval of a conditional use permit in accordance with Title 18 of the Municipal Code: The Cannabis Dispensary Operation shall at all times be in compliance with this chapter as it may be amended from time to time or repealed and replaced by another chapter governing the Cannabis Dispensary operation.
- B. A Commercial Cannabis Business meeting the requirements of this chapter that includes an entertainment venue permitting the sale for on-site consumption of cannabis, including comedy clubs, and cannabis cultivation that does not exceed 20% of the gross leasable area shall be allowed to conduct operations within the Central Business District of the CC-Central Commercial zone district of the City upon approval of a conditional use permit in accordance with Title 18 of the Municipal Code. The Commercial Cannabis Business shall at all times be in compliance with this chapter as it may be amended from time to time or repealed and replaced by another chapter governing the Cannabis Dispensary operation and shall at all times meet the requirements of the State of California.

All other code sections in Title 5 of the Lindsay Municipal Code shall remain unchanged.

18.10.030 CC Central Commercial District

Conditional Uses – City Council Approval. The Following uses may be permitted in accordance with the provisions of Chapter 18.17:

Bars, cocktail lounges and nightclubs;

Cannabis Cultivation within a cannabis dispensary, up to 20% of the gross leasable area;

Cannabis delivery service from an authorized cannabis dispensary;

Cannabis dispensaries in a retail cannabis dispensary zone;

Car washing, self-service and coin-operated;

Churches;

City, county, state or federal administrative offices, libraries, police and fire stations;

Convenience store/mini-mart;

Dance halls;

Entertainment venue in a retail cannabis dispensary zone permitting the sale for on-site consumption of cannabis, including comedy clubs, as authorized by, and which meet the requirements of, the State of California;

Farmers markets, including indoor and outdoor facilities;

Mini-storage facilities;

Pool halls;

Residential use in conjunction with a permitted use in accordance with requirements of the RM-1.5 district;

Service commercial uses designated by an asterisk (*) as listed under Section 18.10.040(B) of this chapter, which include incidental retail and office use;

Temporary revival church services.

All other code sections in Title 18 of the Lindsay Municipal Code shall remain unchanged.

Section 4. CEQA REVIEW. The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(2) [the activity will not result in direct or reasonably foreseeable indirect physical changes in the environment].

Section 5. NO LIABILITY. The provisions of this ordinance shall not in any way be construed as imposing any duty of care, liability or responsibility for damage to person or property upon the City of Lindsay, or any official, employee or agent thereof.

Section 6. 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 7. 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 8. 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 9. EFFECTIVE DATE. The foregoing ordinance shall take effect thirty (30) days from the date of the passage hereof. Prior to the expiration of fifteen (15) days from the enactment hereof a certified copy of this ordinance shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1) and a summary shall be published once in the Porterville Recorder, a newspaper printed and published in the City of Porterville, State of California, together with the names of the Council members voting for and against the same.

THE FOREGOING ORDINANCE, read by title only with waiving of the reading in full, was introduced at a regularly scheduled meeting on the ___th day of _____ 2022.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council held on the ___th day of _____ 2022.

CITY COUNCIL OF THE CITY OF LINDSAY

Ramona Caudillo, Mayor

ATTEST:

Mayra Espinoza-Martinez, City Clerk

CITY OF Lindsay

REQUEST FOR PROPOSAL (RFP)

FOR

Audit Services



PROPOSALS MAY BE
MAILED OR DELIVERED IN
PERSON TO THE
CITY OF LINDSAY
Attn: Juana Espinoza
AT 251 E Honolulu St., Lindsay, CA 93247

RFP RELEASE DATE: January 26, 2022

PROPOSALS MUST BE RECEIVED BY 4:00
P.M. (Pacific Time) ON THE DATE INDICATED BELOW:
February 28, 2022

CITY OF LINDSAY

AUDIT SERVICES AND PREPARATION OF COMPREHENSIVE ANNUAL FINANCIAL REPORT
REQUEST FOR PROPOSALS

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INTRODUCTION

The City of Lindsay (City) is requesting sealed proposals for Audit Services and Preparation of the Comprehensive Annual Financial Statements, including the Local Transportation Fund, for the three fiscal years ending in June 30, 2022, 2023, 2024 and two possible one-year extensions for fiscal years ending June 30, 2025 and 2026. **All proposals must be received by the City, no later than 4:00 pm (Pacific Standard Time) on Monday, February 28, 2022.** The original signed proposal is to be submitted in sealed packages with the name of the Certified Public Accounting Firm clearly marked on the outside of the package. An electronic copy (PDF) of the signed proposal shall also be submitted. To be considered, the hard copies of the proposal shall be submitted to the City Clerk of the City of Lindsay **no later than 4:00 pm on Friday, February 28, 2022.** If the City does not receive the signed proposal by the deadline the proposal shall be deemed late. Late proposals will not be considered and all proposals received after the time and date stated above shall be returned unopened to the proposer.

Proposal must be responsive to the City's request. The City shall determine the most responsive and qualified auditor (aka consultant) providing the best service at the most reasonable cost. Cost alone shall not be the determinative factor.

The request for proposals does not obligate the City to award a contract or complete the project and the City reserves the right to cancel the solicitation if deemed in its best interest. There is no expressed or implied obligation for the City to reimburse respondents for any expenses incurred in preparing proposals in response to this Request for Proposals (RFP), including any expenses incurred due to participation in this RFP process.

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that firm is ultimately selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the subsequent contract between the City and the firm selected.

The City wishes to negotiate a fixed price contract with a "not to exceed" dollar total based on a clearly defined scope of work.

BACKGROUND

The City of Lindsay incorporated in 1910, as general law city of the State of California, and reclassified to a Charter City January 8, 1996, filed with the State of California in April 1996. Lindsay is located in the middle of the state in the Central San Joaquin Valley. The Central Valley is considered to be a national and world leader in the agricultural industry, with dairy, citrus and deciduous crops the primary commodity around the Lindsay area. The City of Lindsay currently occupies an incorporated area of 2.41 square miles with an urban development boundary of 3.9 miles and serves a population of 13,310 (2019) – an increase of 28.1% since 2000.

The City of Lindsay is a full service municipality and provides the following services to its citizens: general administration and finance, police and fire protection, community and economic development, public works, parks and leisure services, transit (contracted with County), water, sewer and solid waste disposal services.

The City has an operating budget for Fiscal year 2020/2021 of approximately \$15.5 million and approximately 60 full-time employees and 10 part-time and/or seasonal employees.

The Finance Department is responsible for the accounting and financial reporting functions of the City. The City currently utilizes Central Square Technologies financial software with the following fund structure:

General Fund	1
Special Revenue Fund (includes Gas Tax, Transportation, 8 Assessment Districts)	10
Debt Service Funds	1
Capital Project Funds	1
Enterprise Funds	5
Internal Service Funds (Street Improvement Fund)	1
Fiduciary Fund (former RDA)	1
Housing Fund (FTHB/Rehab) (CalHome RLF, HOME RLF, CDBG RLF)	3

More information regarding the City and its organization, such as governmental structure, services provided, the current Operating and Capital Budgets and Comprehensive Annual Financial Report, is available on the City website at www.lindsay.ca.us.

The city received clean audit opinions for the most recent audit for fiscal year ending June 30, 2020 and has had no major audit adjustments proposed. Internal control recommendations for improvement starting in fiscal year 2012 have been implemented and no new findings were identified in the most recent audit for fiscal year ending June 30, 2020. The city wishes to apply for and received the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association (GFOA) for future fiscal years.

Keeping the City's Goal of Financial Sustainability and Economic Sustainability in mind, the purpose of the requested services is to ensure the City maintains internal control procedures to protect from fraud or misappropriation and report accurately the financial position of the city's funds.

The last request for proposal for audit services was issued in 2017 for the three-year period ending June 30, 2020 with the possibility of two one-year extensions.

OBJECTIVE

The objective of the RFP is to receive proposals for Audit Services and Preparation of the Comprehensive Annual Financial Report that includes audit of all financial transactions for the city's funds and separate financial reports for the City of Lindsay, and its Transportation Development Act Funds comprised of the Transit Enterprise Fund, Bike Path Special Revenue Fund and Local transportation Roads Special Revenue Fund. In addition, the audit should incorporate year-end preparation of the State Controller's Reports for Cities Financial Transactions, Annual Street Report, and Transit Operators Annual Financial Transactions Report. Lastly, consistent with the California State Constitution, an audit of the City's Gann Limit should be conducted.

PROJECT SCHEDULE

Below is the desired schedule for initiation of this project; however, dates may be subject to change and adjusted, as necessary.

RFP Issued	January 26, 2022
Request for Clarifications due	February 14, 2022
Clarification Responses Provided	February 21, 2022
Proposal Submittal Deadline	February 28, 2022
Review of Audit Proposals	Week of February 28, 2022
Contract awarded by City Council	March 8-22, 2022

SCOPE OF SERVICES

The City desires an Audit Opinion and Comprehensive Annual Financial Report (CAFR) to be prepared by the independent auditor for the fiscal year ending June 30, 2022, and each of the subsequent years of the contract (June 30, 2023, and 2024) and two possible carryover years 2025 and 2026. The City wishes to submitting the CAFR to the Government Finance Officers Association (GFOA) for review in its Certificate of Achievement for Excellence in Financial Reporting program annually beginning fiscal year ending June 30, 2022.

A. *Scope of Services*

The scope of services will include, but is not limited to, the following:

1. The audit firm will perform an audit of all funds of the City. The audit will be conducted in accordance with auditing standards generally accepted in the United States of America, and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller of the United States.

2. The City desires the auditor to prepare a CAFR. The CAFR will be prepared in accordance with the latest Governmental Accounting Standards Board (GASB) pronouncements, as required. The cost of preparing a CAFR should be separately presented in the cost proposal.
3. The audit firm will express an opinion as to the fair presentation of the basic financial statements of the City, in accordance with GASB, and applicable laws and regulations. The audit firm will also apply limited audit procedures to Management's Discussion and Analysis (MD&A), and required supplementary information pertaining to the General Fund and each major fund of the City. The audit firm will provide the City with assistance in developing necessary charts and tables for the MD&A based on data presented in the CAFR.
4. The audit firm will perform financial audits on and prepare financial reports for the Local Transportation Funds - Transit and Non-Transit, for submission to the Tulare County Association of Governments (TCAG).
5. The audit firm will be required to assist/train staff in development of year end entries to recognize pension and Other Post Employment benefit (OPEB) costs based on current actuarial reports.
6. The audit firm will review as part of the annual financial audit the City's Gann Limit pursuant to Article 13B Section 1.5 of the State Constitution.
7. The audit firm will perform a single audit, if required, on the expenditures of federal grants, in accordance with OMB Circular A-133, and render the appropriate audit reports on Internal Control over Financial Reporting, based upon the audit of the City's financial statements in accordance with *Government Auditing Standards*, and the appropriate reports on compliance with Requirements Applicable to each Major Program, Internal Control over Compliance and on the Schedule of Expenditures of Federal Awards, required by OMB Circular A-133. The single audit report will include appropriate schedule of expenditures of federal awards, footnotes, findings, and questioned costs, including reportable conditions and material weaknesses, and follow up on prior audit findings, where required. The audit firm submits the report to the Federal Clearinghouse.
8. The audit firm will express an opinion on the City's compliance with current governmental Generally Accepted Accounting Principles (GAAP); the audit firm shall also be required to provide assistance with the implementation of applicable GASB pronouncements not yet in effect, such as Statements 87 "Leases". The costs for these services should be included in the base proposal price and contractual agreement.
9. The audit firm shall issue a separate Report on Internal Control and Related Matters Identified in the Audit, typically referred to as a *Management Letter* that includes recommendations for improvements in internal control, accounting procedures and other significant observations that are considered to be non-reportable conditions. Management letters shall be addressed to the City Manager.
10. The audit firm may prepare and submit the Annual State Controller's City Financial, Streets and Roads, and Transit reports; the cost for this service should be separately presented in the cost proposal.

11. The audit firm will be required to provide assistance in order to meet the requirements of the GFOA Award for Excellence in Financial Reporting program, including preparing answers to all GFOA comments and specific to completion to meet the filing deadline of December 31st each year.
12. The audit firm will be required to present to and discuss the final Comprehensive Annual Financial Report with the City Council. Council meetings are held on the 2nd and 4th Tuesdays of each month. Presentation to the Council shall be conducted during its first available meeting following the completion of the statements.

B. Auditing Standards to be Followed

These audits are to be performed in accordance with generally accepted auditing standards, the standards set forth for financial audits in the General Accounting Office's (GAO) Government Auditing Standards, the provisions of the federal Single Audit Act of 1984 and the U.S. Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations or latest versions thereof, and the applicable laws, rules and regulations of the Transportation Development Act (TDA). The financial statements are to be prepared in accordance with the latest Governmental Accounting Standard Board (GASB) pronouncements and the audit is to be performed in accordance with generally accepted auditing standards, as required.

C. Retention of Records

The auditor will retain, at auditor's expense, audit working papers for seven (7) years, unless the firm is notified in writing by the City of the need to extend the retention period. In addition, the firm shall respond to reasonable inquiries of the City and successor auditors and allow the City and successor auditors to review working papers relating to matters of continuing accounting significance.

D. Irregularities and Illegal Acts

The auditor will communicate immediately, and in writing, all irregularities and illegal acts, or indications of illegal acts, of which the auditor becomes aware, to the following parties: City Manager, City Attorney, and Administrative Services Director.

E. Insurance and Business License Requirements

In order to provide services to the City, the audit firm must provide evidence of insurance, as outlined in Exhibit B.

The audit firm must maintain a current City of Lindsay business license during the performance of this contract.

F. The Consultant may recommend other tasks that it deems appropriate to achieve the objectives set forth in this RFP. If the auditor feels that additional tasks are warranted, they must be clearly identified in the consultant's proposal under this option. Any additional tasks should be articulated separately from the basic scope of services accompanied by a narrative explaining the scope of the additional task, the rationale for the task, the additional time needed to complete the task and the estimated cost of the additional task.

G. The City reserves the right to modify the scope of services before the contract is awarded.

GENERAL

Audit Planning and Mid-year Transaction Testing:

In a coordinated effort between city finance staff and audit personnel the city requests that the audit firm organize and plan their planned work paper requests and sample selections to minimize last minute workload demands on internal staff, while still achieving a workplan that delivers the final product a Comprehensive Annual Finance Report in ample time for presentation and review by the City Council in advance of the December 31st deadline for the GFOA Awards Program for Excellence in Financial Reporting.

The city would like respondents to describe their projected audit fieldwork plan that can be achieved consistently each year to meet a completion deadline prior to Dec 31. Below is a suggested timeline that would work for the internal Finance department of the city.

June 30 End of Fiscal Year

July 1-Sept 30 Audit entrance conference, internal staff prepares year-end accruals, accounts payable processing and audit workpaper production.

October 1-15 Final trial balance to auditors and fieldwork to start.

October 16 Fieldwork completed and audit exit conference conducted

October 17 – November 15 Audit staff drafts Comprehensive Annual Financial Report (CAFR)

Nov 15 – December 1 Finance Staff reviews draft of CAFR and finalizes statistical section

December 2-9 City Prepares Management Discussion & Analysis (MD&A) and Transmittal Letter

December 20 Completion of CAFR and submission to GFOA in advance of 12/31 deadline

City Requirements

The firm must comply with all relevant City requirements, such as a Lindsay Business Tax, providing proof of insurance for at least the minimum required amounts, and executing a City contract for consulting services. Information about Lindsay Business Tax is available on the City's website at <https://www.lindsay.ca.us/finance/page/financial-forms>

Information about current insurance requirements is included in Attachment 2 as part of the City's Standard Consulting Services Contract Template and further described in Attachment 1: Special Conditions, of this RFP.

Note: Attachment 1 sets forth the special conditions applicable to this project.

PROPOSAL FORMAT AND CONTENT

The Auditor (Consultant) shall be responsible for preparing an effective, clear, and concise proposal. The City is requesting one (1) bound signed paper copy and one electronic copy of the proposal, which must contain at a minimum the following information:

1. Letter of Interest: Please include a letter expressing the Consultant's interest in being considered for the project. Include a statement regarding the consultant's availability to dedicate time, personnel, and resources to this effort. The letter of interest must include a commitment to the availability of the Consultants and all key project staff during the planning period and a proposed schedule designed to meet the City's needs for the project.
2. Project Understanding and Approach: Please include a statement demonstrating your understanding of the proposed project. Describe your approach to completing the project successfully; methodologies and technologies you would employ; key milestones and processes you would employ. Describe what information you would expect the City to supply.
3. Relevant Experience: Please include information describing the Consultant's experience with auditing public agencies and preparation of Comprehensive Annual Financial Reports. Please provide a minimum of five (5) specific examples of Consultant's relevant experience on auditing cities and preparing Comprehensive Annual Financial Reports. At a minimum, the Consultant should provide a list of the most recent projects for which the Consultant has performed similar services of similar size, scope, and complexity. Include the name, contact person, address, phone number and/or e-mail of each party for whom the service was provided, as well as a description of the service performed, the dollar amount of the contract, and the date of performance.

4. Project Manager/Key Staff: Please include information about the specific relevant experience and billing rates for the proposed Project Manager and all other applicable staff. A Project Manager must be designated and must be the principal contact for the City. Information on the experience of the Project Manager (on similar projects) and at least two references for the Project Manager.
5. Proposed Scope of Services: Please provide a Proposed Scope of Services, which is based on the Scope of Work contained in this RFP; and discuss any ideas for modifying, clarifying, or improving the City's proposed scope of work. Provide a realistic workingschedule with key deliverables, milestones, and tasks.
6. Conflict of Interest Statement: The proposers shall disclose any financial, business, or other relationship with the City that may have an impact upon the outcome of this contract. Particular attention should be paid to compliance with Government Code section 1090.
7. Comments on or Requested Changes to Contract: The City's standard professional services contract is included as Attachment 2 to this Request for Proposals. The proposer shall identify any objections to and/or request changes to the standard contract language in this section.
8. Cost Proposal: In a Separate Envelope marked cost proposal, provide the following:
 - a. Total All-Inclusive Not to Exceed Maximum Price: The cost proposal should contain all pricing information relative to performing the scope of work as described in this request for proposals. The total all-inclusive maximum not to exceed price is to contain all direct and indirect costs including all out-of-pocket expenses. Provide a budget for each major milestone for the entire scope of services. The proposed budget should be inclusive of all meetings, conference calls, site visits, out of pocket costs and deliverables.
 - b. Component Costs: Include separate schedules of all fees and expenses for each of the work tasks and deliverables described in this RFP. These schedules should include hourly rates and number of hours anticipated for each staff level; as well as out-of-pocket expenses such as transportation, meals, communications, and duplication costs. The total of these separate schedules should have a direct relationship to the total all-inclusive maximum price. If additional tasks are proposed provide required information separately but as part of this section of the proposal (see Section F).
 - c. Rates for Additional Professional Services: If it should become necessary for

the City to request the successful firm to render any additional services to either supplement services requested in this RFP or to perform any additional work as a result of the specific recommendations included in any report issued resulting from this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the City and the firm. Any such additional work would be performed at the same rates submitted in the dollar cost bid unless otherwise noted in the proposal.

- d. Manner of Payment: Progress payment will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the consultant's proposal. Interim billings shall cover a period of not less than a calendar month.

CRITERIA FOR SELECTION

An evaluation committee will evaluate each respondent's relevant experience and expertise.

Proposals will be evaluated based on the information presented in the RFP.

A two-step analysis will be employed. First, staff will review all submittals to ensure that the minimum requirements of the RFP are met. Secondly, an evaluation committee will review proposals for the following:

- Qualifications as they relate to this project (35%) in the order shown below:
 - Thoroughness and understanding of the tasks to be completed.
 - Background and experience in audit and CAFR production.
 - Staff expertise and overall experience of personnel assigned to the work.
 - Qualifications of proposed key personnel.
 - Communication Skills.
- Experience, integrity, and competence (30%)
 - Positive Reference Checks
 - Assignment of key staff with relevant experience
- Proposed Fees and Charges for Service (20%)
- Ability to provide the required services in a timely manner within the City's standard professional service agreement. This includes but is not limited to project management skills, key staff availability, oversight of project by senior auditor and partners and timely review of draft work product (15%)

The City reserves the right to interview any or all responding proposers and/or to award a

contract without conducting interviews.

A recommendation for consultant selection will be made to the City Council based on the “best value” evaluation of the proposals/qualifications, which will take into account the consultant’s team’s qualifications, reference checks, comparable experience, and cost, as well as consultant’s availability to undertake the project, complete the tasks timely and deliver a high-quality work product, ability to comply with the City’s standard professional service agreement.

All interested parties are encouraged to submit proposals to the RFP, as the award is not based solely on the lowest cost proposal submitted. Total cost will be taken into consideration, but the Consultant’s capabilities, competence and capacity will be considered as well. The City reserves the right to choose the overall best proposer according to the City’s criteria. The City, and its designated representatives, shall be the sole judge of its own best interest, the proposal, and the resulting negotiated agreement. The City’s decisions will be final.

The above factors, along with other factors that the City may deem appropriate, will be used to identify the proposal that represents the best value, which will be the basis for the contract award. The decision of whether to award a contract and selection of a consultant will be in the sole discretion of the City Council.

PROPOSAL REQUIREMENTS

General Requirements

The City will not give verbal answers to clarifications regarding information in this RFP, or verbal instructions prior to the submission deadline. All clarifications shall be submitted in writing. A verbal statement regarding same by any person shall be non-binding. The City is not liable for any increased costs resulting from the Consultant accepting verbal directions. Any explanation desired by a Consultant must be requested of the City representative listed below in writing no later than April 23, 2021 at 4:00 p.m. (Pacific Standard Time).

Inquiries concerning the Request for Proposals and the subject of the Request for Proposals must be made to:

Doug Harbottle
Finance and Accounting Manager
251 E Honolulu St. Lindsay, CA 93247
dharbottle@lindsay.ca.us

Submission of Proposal: Proposals submitted by facsimile are not acceptable and will not be considered. The original signed proposal is to be submitted in sealed packages with the name of the Consultant and RFP title clearly marked on the outside of the package. An electronic copy (PDF) of the proposal shall also be submitted before the deadline. The Proposal (hard copy and PDF) shall be received by the City Clerk of the City of Lindsay by 4:00 p.m. (Pacific Standard Time) on Friday, February 28, 2022 for a proposal to be considered. The Proposal should address the items listed below and be addressed to the following:

City of Lindsay | City Clerk | Mayra-Espinoza Martinez
251 E Honolulu Street Lindsay, CA 93247
lindsaycityclerk@lindsay.ca.us

Format for Proposal

To facilitate the review of responses, all responses are required to adhere to the following requirements with regard to their proposal. The City strongly encourages respondents to ensure that RFP submissions are succinct and clearly organized. If the proposal is not in this format or does not include all of the listed items, it may be deemed non-responsive. For ease of handling, all responses are to be provided in a standard 8 ½" x 11" portrait format with binding on the left-hand edge.

1. Title Page showing the request for proposals subject; the firm's name; the name, address, and telephone number of the contact person; and the date of the proposal.
2. Table of Contents identifying the materials submitted by section and page number.
3. Detailed Proposal following the order set forth in the Proposal Content.
4. Provide a timeline for the annual audits and preparation of the Comprehensive Annual Financial Reports, indicating dates for completion of the final reports.
5. Proposal not to exceed 25 pages in length.

ATTACHMENT 1

SPECIAL CONDITIONS

Contract and Insurance Requirements.

The selected consultant shall be required to enter into a city-prepared Professional Services Agreement approved by the City Attorney. Consultants shall be prepared to accept the terms and conditions of the City's Standard Professional Services Agreement including all Insurance Requirements. The successful Consultants bid, and the terms and conditions stated in this RFP will be made part of the contract between the City of Lindsay and the Consultant. This RFP outlines the specifications and requirements, but not necessarily all of the terms and conditions that will be incorporated into the final agreement between the City of Lindsay and the successful Consultant.

- Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy from CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross-liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.
- Business Auto Coverage on ISO Business Auto Coverage from CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way to perform the Scope of Services, then Consultant shall provide evidence of personal auto liability coverage for each such person.
- Property Damage Insurance in an amount of not less than \$1,000,000 for damage to the property of each person on account of any one occurrence.
- Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits.
- Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop-down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable

in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Consultant, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

- Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designated to protect against acts, errors, or omissions of Consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$2,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Reservations.

This RFP does not commit the City to award a contract, to defray any costs incurred in the preparation of a proposal pursuant to this RFP, or to procure or contract for work. No payment of any kind will be provided to the Consultant responding to this RFP, or parties they represent, for obtaining any of the information solicited.

Public Records.

All proposals submitted in response to this RFP become the property of the City. Information in the proposal, unless specified as trade protected, may be subject to public review. Any information contained in the proposal that is proprietary must be clearly designated. Marking the entire proposal as proprietary will be neither accepted nor honored. Proprietary information submitted in response to this RFP will be handled in accordance with the California Public Records Act.

Right to Cancel and Amend.

The City reserves the right to cancel, for any or no reason, in part or in its entirety, this RFP, including but not limited to: selection schedule, submittal date, and submittal requirements. If the City cancels or revises the RFP, all Consultants will be notified in writing.

Additional Information.

The City reserves the right to request additional information and/or clarification from any oral Consultants.

Conflict of Interest.

Consultant covenants that the company, its officers, employees and/or agents presently have no interest, and shall not acquire any interest, direct or indirect, financial, or otherwise, which would conflict in any manner or degree with the performance of the services requested herein by the City. Consultant further covenants that, in the performance of any contract or agreement resulting from this RFP, no subcontractor or person having such an interest shall be employed. Consultant certifies that to the best of Consultant's knowledge, no one who has or will have any financial interest under any contract or agreement resulting from this RFP is an officer or employee of the City.

Release of Public Information.

Consultants who respond to this RFP who wish to release information to the public regarding selection, contract award or data provided by the City must receive prior written approval from the City before disclosing such information to the public.

Non-Assignment.

If a contract is awarded, the selected Consultant shall neither assign, nor delegate, in part or in whole, any duties without the prior written consent of the City which shall not be unreasonably withheld.

Collusion.

Each Consultant certifies that the company, its officers, employees and/or agents are not a party to any collusive action, fraud, or any action that may be in violation of the Sherman Antitrust Act. The Consultant certifies that the company, its officers, employees and/or agents have not offered or received any kickbacks or inducements from any other bidding Consultant, supplier, manufacturer, or subcontractor in connection with the proposal and that the company, its officers, employees and/or agents have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value. Any or all bids shall be rejected if there is any reason to believe collusion exists among the bidding Consultants. More than one bid from an individual firm, partnership, corporation, or association under the same or different names may be rejected.

Reasonable grounds for believing that a bidding Consultant has interest in more than one proposal for the work being proposed may result in rejection of all bids in which the bidding Consultant is believed to have interest.

Debarment.

By submitting a proposal, the Consultant certifies that the company is not currently debarred from submitting proposals and/or bids for contracts issued by any City or political subdivision or agency of the State of California, and that it is not an agent of a person or

entity that is currently debarred from submitting proposals and/or bids for contracts issued by any City or political subdivision or agency of the State of California.

Equal Employment Opportunity Compliance.

The selected Consultant shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Consultant shall take affirmative action to ensure that all employees and applicants for employment shall be treated with equality in all aspects of employment processes including, but not limited to, hiring, transfer, promotion, training, compensation, and termination, regardless of their race, creed, color, sex, national origin, age, or physical handicap.

Right to Audit.

The selected Consultant shall maintain such financial records and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. The selected Consultant shall retain these records for a period of three years after final payment, or until they are audited by the City, whichever event occurs first. These records shall be made available during the term of the contract or service agreement and the subsequent three-year period for examination, transcription, and audit by the City or its designees.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both if the City determines that any of the following has occurred: The Proposer has made false certification, or violated the certification by failing to carry out the requirements noted above. (Gov. Code section 8350 et seq.)

ATTACHMENT 2

CITY OF LINDSAY AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made, by and between, the City of Lindsay, a municipal corporation (“City”) and _____, a California corporation, *and/or* [insert individual’s name] dba [insert business name if not a corporation] (“Consultant”). In consideration of the mutual covenants and conditions set forth herein the parties agree as follows:

1. TERM

This Agreement shall commence on _____, 2021, and shall remain and continue in effect until tasks described herein are completed, but in no event later than _____, 2026, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of their ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. CITY MANAGEMENT

City’s Director shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to Consultant. City’s City Manager shall be authorized to act on City’s behalf and to execute all necessary documents which enlarge the Tasks to Be Performed or change Consultant’s compensation, subject to Section 5 hereof.

5. PAYMENT

(a) City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full, and based upon actual time spent on the above tasks. That amount shall not exceed **{INSERT AMOUNT }** for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed twenty-five (25%) of the amount of the Agreement, but in no event shall such sum exceed **{INSERT AMOUNT}**. Any additional work in excess of this amount shall be approved by the City Council.

(c) Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days after receipt of each invoice as to all non-disputed fees. If City disputes any of Consultant's fees, then it shall give written notice to Consultant within fifteen (15) days of receipt of an invoice of any disputed fees set forth on the invoice.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon Consultant at least ten-days' (10-days') prior written notice. Upon receipt of said notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If City suspends or terminates a portion of this Agreement, then such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, City shall pay to Consultant the actual value of the work performed up to the time of termination. Upon termination of the Agreement pursuant to this Section, Consultant will submit an invoice to City pursuant to Section 3.

7. DEFAULT OF CONSULTANT

(a) Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date Consultant is notified of default and can terminate this Agreement immediately by written notice to Consultant. If such failure by Consultant to make progress in the performance for work hereunder arises out of causes beyond Consultant's control, and without fault or negligence of Consultant, then it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, then he/she shall cause to be served upon Consultant a written notice of the default. Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, and full payment by City for services performed pursuant to, this Agreement, all final work product such as documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of Consultant. With respect to computer files, Consultant shall make available to City, as a service in addition to those set forth herein, at Consultant's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

9. INDEMNIFICATION

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs to the extent same are caused by any negligent act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement. City agrees to hold harmless and indemnify Consultant from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse or reuse by others of the computer files or any other document provided by Consultant under this Agreement.

(b) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant.

(c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this agreement or this section.

10. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B attached to and part of this agreement.

11. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to City a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

12. LEGAL RESPONSIBILITIES

Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. Consultant shall at all times observe and comply with applicable legal requirements in effect at the time the drawings and specifications are prepared. City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to any and all remedies at law or inequity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(b) Consultant shall promptly notify City if Consultant, or any of its officers, employees, agents, or subconsultants are served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within City. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate with City by providing the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City: City of Lindsay
251 E Honolulu St.
Lindsay, CA 93247
Attention: City Clerk

To Consultant:

17. ASSIGNMENT

Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of City.

18. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses and tax certificates required of it by law for the performance of the services described in this Agreement.

19. GOVERNING LAW

City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over City.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. CONTENTS OF PROPOSAL

Consultant is bound by the contents of the proposal submitted by Consultant, Exhibit A hereto.

22. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents he/she has the authority to execute this Agreement on behalf of Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF LINDSAY

CONSULTANT

By: _____
Joseph Tanner, City Manager

By: _____
(Signature)

Attest:

Mayra Espinoza-Martinez, City Clerk

(Typed Name)

Its: _____
(Title)

Approved As To Form:

Mario Zamora, City Attorney

EXHIBIT A

TASKS TO BE PERFORMED

EXHIBIT B
PAYMENT SCHEDULE

EXHIBIT C

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Agreement, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy from CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage from CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way to perform the Scope of Services, then Consultant shall provide evidence of personal auto liability coverage for each such person.

Property Damage Insurance in an amount of not less than \$1,000,000 for damage to the property of each person on account of any one occurrence.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Consultant, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designated to protect against acts, errors or omissions of Consultant and “Covered Professional Services” as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$2,000,000 per claim and in the aggregate. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer’s duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurer that are admitted carriers in the state California and with an A.M. Best’s rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds the City of Lindsay, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Consultant also agreesto require all Consultants, and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant’s employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all Consultants and subcontractors to do likewise.
3. All insurance coverage and limits provided by Consultant and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to City or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called “third party action over” claims, including any exclusion for bodily injury to an employee of the insured or of any Consultant or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City’s protection without City’s prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City's option.
8. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, noncontributing basis in relation to any other insurance or self-insurance available to City.
9. Consultant agrees to ensure that subcontractors, and any other party involved with the Scope of Services who is brought onto or involved in the Scope of Services by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the Scope of Services will be submitted to City for review.
10. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any Consultant, Subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of the Scope of Services to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to City. At the time City shall review options with Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
11. City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Consultant, the City will negotiate additional compensation proportional to the increase benefit to City.
12. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
13. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirements in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

14. Consultant will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
15. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.
16. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
17. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
18. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
19. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
20. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the Scope of Services reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
21. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.



STAFF REPORT

TO: Lindsay City Council
FROM: Francesca Quintana, Executive Assistant/Deputy City Clerk
DEPARTMENT: City Manager
ITEM NO.: 8.5
MEETING DATE: January 25, 2022

ACTION & RECOMMENDATION

Minute Order Approval of Appointment of Council Member Representatives to Boards, Agencies, and Committees.

BACKGROUND | ANALYSIS

The City Council last appointed representatives to various boards, agencies, and committees on January 26, 2021. Staff is notifying Council of these appointments and asking them to consider their level of involvement, their schedule, and consider if appointments should be re-assigned based on Council Member's interests. Maintaining active representation is critical to the long-term success of the City.

Descriptions of Boards and Committees are as follows.

Integrated Regional Water Management (IRWM). The Kaweah River Basin Integrated Regional Water Management (KIRWM) group is a collaborative effort to manage all aspects of water resources in the Kaweah River Basin Region. There are many agencies and stakeholders involved in the IRWM, including the Kaweah Delta Water Conservation District, County of Tulare, Exeter Irrigation District, Lakeside Irrigation District, Tulare Irrigation District and the cities of Visalia, Tulare, Lindsay, and Farmersville. The City of Lindsay has been successful with IRWM grant applications in the past 6 years.

East Kaweah Groundwater Sustainability Agency (EKGSA). The East Kaweah Groundwater Sustainability Agency is responsible for submitting a groundwater sustainability plan (GSP) to the California Department of Water Resources (DWR) while working cooperatively with the Mid Kaweah and Greater Kaweah GSA's to meet sustainability requirements for the Kaweah Sub-basin. Through the SGMA phases, the East Kaweah GSA's Board of Directors, Technical Advisory Committee and Advisory Committee will collect and organize data, engage, and retain experts and consultants, and solicit feedback from beneficial users of groundwater and interested parties within the GSA boundary.

Tulare County Association of Government (TCAG) Board of Governors. The Board of Governors directs Tulare County Association of Governments (TCAG) and is composed of one representative from each of the eight cities, five members of the County Board of Supervisors, three members-at-large, and one representative of public transit.



STAFF REPORT

Tulare County Regional Transit Agency (TCRTA) Board of Governors. The Tulare County Regional Transit Agency is a joint powers agency formed by the County of Tulare and the Cities of Exeter, Farmersville, Lindsay, Porterville, Tulare, and Woodlake. The purpose of the Joint Powers Agreement is to empower the Member Agencies to exercise their common powers by the formation and operation of TCRTA, with full power and authority to own, operate, and administer a public transportation system within the jurisdictions of the Member Agencies

Tulare County Local Agency Formation Commission (LAFCO). The Tulare County LAFCO is responsible for coordinating logical and timely changes in local governmental boundaries, conducting special studies which review ways to reorganize, simplify, and streamline governmental structure and preparing Spheres of Influence for each city and special district within each county. The Commission's efforts are directed to seeing that services are provided efficiently and economically while agricultural and open-space lands are protected.

Lindsay Wellness Center Programming Committee. The Wellness Center has been developed through a partnership with the Lindsay District Hospital Board and the City of Lindsay with the purpose of establishing beneficial programming at the Wellness Center for the Lindsay community.

Healthy Kids Healthy Lindsay. Healthy Kids Healthy Lindsay creates opportunities for health, community improvement, personal responsibility, and safety for the community of Lindsay. Council bylaws automatically appoints the Mayor as a Board Member and the Mayor Pro Tem as the alternate Board Member.

Tulare County City Selection Committee. The Tulare County City Selection Committee consists of Mayor's from cities in Tulare County. The committee meets to make appointments of members to serve on important boards, committees or commissions. Committee bylaws automatically appoints the Mayor as the selected member and the Mayor Pro Tem as the alternate member.

FISCAL IMPACT

None.

ATTACHMENTS

- Appointments of Council Member Representatives to Boards, Agencies, and Committees for January 2022-January 2023

Board, Agency, or Committee Name	Meeting Time	Council Member Representative	Council Member Representative Alternate
Integrated Regional Water Management (IRWM)	Monthly, select weekday's from 1:00 – 4:00 PM	Mayor Caudillo	Council Member Cerros
East Kaweah Groundwater Sustainability Agency (EKGSA)	Fourth Monday of the first month of every quarter at 3:00 PM	Mayor Caudillo	Council Member Cerros
Tulare County Association of Government (TCAG) Board of Governors	Third Monday of every month at 1:00 PM	Mayor Caudillo	Council Member Cerros
Tulare County Regional Transit Agency (TCRTA) Board of Governors	Third Monday of every month at 1:00 PM	Mayor Caudillo	Council Member Cerros
Lindsay Wellness Center Programming Committee	Second Monday of every month at 5:30 PM	Council Member Serna <i>*Per Committee bylaws, two Council Member representatives are needed</i>	Council Member Sanchez <i>*Per Committee bylaws, two Council Member representatives are needed</i>
Healthy Kids Healthy Lindsay	Quarterly, select Weekday's at 3:30 PM	Mayor Caudillo <i>*Per Council bylaws the Mayor is automatically the Board Member</i>	Mayor Pro Tem Flores <i>*Per Council Policy the Mayor Pro Tem is automatically the alternate Board Member</i>
Tulare County City Selection Committee	Quarterly, select Weekday's at 4:00 PM, or on an as-needed basis	Mayor Caudillo <i>*Per committee bylaws the Mayor is automatically the selected member</i>	Mayor Pro Tem Flores <i>*Per committee bylaws Mayor Pro Tem is automatically the alternate member</i>



STAFF REPORT

TO: Lindsay City Council
FROM: Francesca Quintana, Executive Assistant/Deputy City Clerk
DEPARTMENT: City Manager
ITEM NO.: 8.6
MEETING DATE: January 25, 2022

ACTION & RECOMMENDATION

Minute Order Approval of the City Council Regular Meeting Schedule for January – December 2022.

BACKGROUND | ANALYSIS

Staff recommends that council approve the proposed City Council Regular Meeting Schedule for January to December 2022. The Lindsay City Council holds regular meetings on the second and fourth Tuesdays of every month unless otherwise scheduled.

FISCAL IMPACT

None.

ATTACHMENTS

- 2022 City Council Regular Meeting Schedule

City Council Regular Meeting Schedule Year 2022

Meeting Date
Tuesday, January 25 th
Tuesday, February 8 th
Tuesday, February 22 nd
Tuesday, March 8 th
Tuesday, March 22 nd
CANCELLED - Tuesday, April 12 th <i>*Cancellation for Spring Recess</i>
Tuesday, April 26 th
Tuesday, May 10 th
Tuesday, May 24 th
Tuesday, June 14 th
Tuesday, June 28 th
CANCELLED – Tuesday, July 12 th <i>*Cancellation for Summer Recess</i>
Tuesday, July 26 th
Tuesday, August 9 th
Tuesday, August 23 rd
Tuesday, September 13 th
Tuesday, September 27 th
Tuesday, October 11 th
Tuesday, October 25 th
Tuesday, November 8 th
CANCELLED – Tuesday, November 22 nd <i>*Cancellation for Thanksgiving holiday</i>
Tuesday, December 13 th
CANCELLED – Tuesday, December 27 th <i>*Cancellation for Christmas holiday</i>



STAFF REPORT

TO: Lindsay City Council
FROM: Neyba Amezcua, Director of City Services & Planning
DEPARTMENT: City Services
ITEM NO.: 8.7
MEETING DATE: January 25, 2022

ACTION & RECOMMENDATION

Consider the Minute Order Approval of Sewer Connection for Assessor's Parcel Number (APN) 202-152-018.

BACKGROUND | ANALYSIS

Jose Vasquez has submitted a request to obtain permission to connect to the City Sewer System for his future residence. Mr. Vasquez currently lives on 894 Sycamore Ave in Lindsay and has an empty lot to the south of his residence, which he is planning on developing with a 2,780 square foot dwelling unit.

The City of Lindsay currently has an agreement with the County of Tulare to serve this county neighborhood, known as the Page-Moore area, with drinking water services but not for sewer.

Per our Municipal code 13.12.140 Service Outside City. All sewer services outside the city limits are subject to council approval and shall pay twice the applicable monthly rates.

Staff supports this request and recommends that Council consider the approval of the connection.

The sewer connection will follow the engineering requirements and the City municipal code 13.16.II Sewerage Construction and Sewer Use.

FISCAL IMPACT

Revenue from Connection

Connection Fee \$250.00 x 2 =\$ 500

Treatment Plant Fee \$700.00 x 2 =\$1,400

Encroachment Permit = \$ 380

Monthly Charges will be double fees per municipal code.

ATTACHMENTS

- Area Map
- Letter Request Submitted by Jose Vasquez



STAFF REPORT





Jose Vasquez
894 Sycamore Ave, Lindsay CA 93247
(559) 804-7224
Tony389@ymail.com

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

Dear Recipient,

RE: Sewer connection at APN 202-152-018

This letter is a formal request to connect the future single-family residence located at APN 202-152-018 to the City of Lindsay's sewer system. Currently homes surrounding this particular APN are on septic tanks which is no longer feasible. Projected home will consist of roughly 4 bedrooms/ 3 bathrooms and will roughly be 2780 square feet.

If you have any further questions please feel free to contact me directly.

Warm regards,

Jose Vasquez



STAFF REPORT

TO: Lindsay City Council
FROM: Edward Real, Assistant City Planner
DEPARTMENT: City Services and Planning
ITEM NO.: 8.8
MEETING DATE: January 25, 2022

ACTION & RECOMMENDATION

Consider the (1) Approval of **Resolution 22-01**, Declaring a Portion of Unused Public Property Exempt Surplus Land Under the Surplus Land Act and (2) Minute Order Authorization of the Sale of Said Property to Millbrook Investments, LLC for the Development of a New Single-Family Subdivision.

BACKGROUND | ANALYSIS

The Surplus Land Act (Government Code sections 54220 – 54234) governs the disposal of surplus land by local agencies, including the City of Lindsay. The disposal and transfer of surplus land that is less than 5,000 square feet to an owner of adjacent land is considered “exempt surplus land,” and therefore exempt from the more detailed requirements of the Surplus Land Act. Staff has determined that the disposal of the Surplus Area is exempt surplus land. Additionally, Staff has received preapproval of **Resolution 22-01** from Housing and Community Development (HCD), agreeing to Staff’s determination of exempt surplus land.

The City of Lindsay currently owns in fee the Senior Center located at the northwest corner of Parkside Avenue and Ono City Parkway. There is a 1,400 square foot triangle portion of land to the west and outside of the boundaries of the horseshoe pits. Staff do not foresee any practical or economical use for this surplus area. The adjacent landowner has agreed to the appraised value of \$11,000 for the surplus land and has expressed interest in developing the surplus land in addition to the adjacent privately owned land into a single-family subdivision.

FISCAL IMPACT

Approval of the sale would release the City of any cost and liability that currently exists through ownership and maintenance of the surplus land. Additionally, the appraised value of \$11,000, to which Millbrook Investments, LLC has agreed to pay, would be deposited into the City’s general fund.

ATTACHMENTS

- Resolution 22-01
- Aerial Map



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

NUMBER 22-01

TITLE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY APPROVING DISPOSAL OF SURPLUS LAND AND AUTHORIZING RELATED ACTIONS.

MEETING At a regularly scheduled meeting of the City Council of the City of Lindsay, held on January 25th, 2022, at the hour of 6:00 p.m. in the Council Chamber at City Hall, 251 E Honolulu Street Lindsay, California 93247, the following resolution was adopted:

WHEREAS, the City Council of the City of Lindsay (City) did hold a public meeting before said Council on January 25th, 2022; and

WHEREAS, The Surplus Land Act (Government Code sections 54220 – 54234) governs the disposal of surplus land by local agencies. Government Code section 54221(f)(1)(B) defines exempt surplus land as land that is less than 5,000 square feet and is not contiguous to land owned by a state or local agency that is used for open space or low- and moderate-income housing. Additionally, for property to be considered exempt surplus, the land must be sold to an owner of contiguous land; and

WHEREAS, The City currently owns City Park (APN 201-150-011) and the Lindsay Senior Center (APN 201-230-037). There is a 1,400 square foot portion of land (Surplus Area) at the Southwest corner of the Lindsay Senior Center that is contiguous to a privately owned adjacent property; and

WHEREAS, The Surplus Area is less than 5,000 square feet in area and is outside the boundaries of the arbor and horseshoe pits of the Lindsay Senior Center. Due to the Surplus Area’s location, size, and shape, it is not practical or economical to develop or use the area for park purposes. Staff are not aware of any current or reasonably foreseeable future use for the Surplus Area by the City; and

WHEREAS, The adjacent property owner, Millbrook Investments, LLC, has requested to purchase the Surplus Area to be used as part of a new subdivision.

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

RESOLUTION NO. 21-01
Page 1 of 2



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

SECTION 1. The above recitals are true and correct and are a substantive part of this Resolution.

SECTION 2. The City Council hereby declares that the land is not necessary for the City’s use and that the Surplus Area is Exempt Surplus Land pursuant to Government Code section 54221(f)(1)(B) because the land is less than 5,000 square feet in area, not contiguous to land owned by a state or local agency that is used for open-space or low- and moderate-income housing purposes, and sold to Millbrook Investments, LLC, owner of the adjacent property

SECTION 3. The adjacent property owner has agreed to purchase the Surplus Area for \$11,000.

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

MEETING DATE	January 25, 2022
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

RESOLUTION NO. 21-01
Page 2 of 2

Resolution 22-01

Legend

-  Proposed Subdivision Area
-  Surplus Area





STAFF REPORT

TO: Lindsay City Council
FROM: Edna Hubbard, Engineer Technician
DEPARTMENT: City Services and Planning
ITEM NO.: 8.9
MEETING DATE: January 25, 2022

ACTION & RECOMMENDATION

Consider the Approval of **Resolution 22-04**, Authorizing Submittal Of Application(s) for All CalRecycle for Grants For Which The City Of Lindsay Is Eligible.

BACKGROUND | ANALYSIS

CalRecycle, officially known as the Department of Resources Recycling and Recovery, will be administering a one-time grant program known as the *SB1383 Local Assistance Grant Program*. This program will provide aid in the implementation of Senate Bill 1383 (SB1383) regulation requirements.

Senate Bill 1383 establishes statewide methane emission reduction targets for California. These statewide targets include the reduction of statewide disposal of organic waste by 50 percent by 2020 and 75 percent by 2025; and the diversion of at least 20 percent of edible food from disposal to people for consumption by 2025.

The *SB1383 Local Assistance Grant Program* has restrictive use funding that can be used for the eligible projects below:

- Collection
- Education and Outreach
- Edible Food Recovery
- Capacity Planning
- Procurement Requirements
- Record Keeping
- Enforcement and Inspection
- Program Evaluation/Gap Analysis

The distribution of funding is based on population. Lindsay will receive at least a minimum of \$20,000.00. **Resolution 22-04** is required to be submitted to CalRecycle and will allow the City to receive its share of the *SB1383 Local Assistance Grant Program* funds made available to participating agencies.



STAFF REPORT

FISCAL IMPACT

The adoption of Resolution 22-04 will allow the City to pursue grant opportunities for eligible projects.

ATTACHMENT

- Resolution 22-04



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

NUMBER 22-04

TITLE **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY AUTHORIZING SUBMITTAL OF APPLICATION(S) FOR ALL CALRECYCLE GRANTS FOR WHICH THE CITY OF LINDSAY IS ELIGIBLE**

MEETING At a regularly scheduled meeting of the City of Lindsay City Council held on January 25, 2022 at 6:00 PM at 251 East Honolulu Street, Lindsay, CA 93247.

WHEREAS, Public Resources Code sections 48000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California’s (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant’s governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

NOW THEREFORE, BE IT RESOLVED that the **City Council of the City of Lindsay** authorizes the submittal of application(s) to CalRecycle for all grants for which the **City of Lindsay** is eligible; and

BE IT FURTHER RESOLVED that the **City Manager or Director of City Services and Planning** is hereby authorized and empowered to execute in the name of the **City of Lindsay** all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project; and

BE IT FURTHER RESOLVED that these authorizations are effective for five (5) years from the date of adoption of this resolution.



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	January 25, 2022
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

Check#	Fund	Date	Vendor #	Vendor Name	Description	Amount
TOTAL						748,821.65
20224						\$0.00
	720 - HOME REVOLVING LN FUND	12/28/21	2540	DEPT.OF HOUSING & C	VOID ITEM, REISSUE #20225	(19,400.00)
	720 - HOME REVOLVING LN FUND	12/28/21	2540	DEPT.OF HOUSING & C	VOID ITEM, REISSUE #20225	19,400.00
20225						\$19,400.00
	720 - HOME REVOLVING LN FUND	12/28/21	2540	DEPT.OF HOUSING & C	HOME PI-RIOS SHORT	19,400.00
20226						\$186.07
	101 - GENERAL FUND	01/07/22	007	AG IRRIGATION SALES	LOGIC PLUS RECEIVER	88.74
	101 - GENERAL FUND	01/07/22	007	AG IRRIGATION SALES	2' AUTO VALVE W/FLO	68.56
	552 - WATER	01/07/22	007	AG IRRIGATION SALES	PVC PIPES	21.58
	552 - WATER	01/07/22	007	AG IRRIGATION SALES	PVC PIPES	7.19
20227						\$37.16
	101 - GENERAL FUND	01/07/22	6362	AMERICAN BUSINESS M	P.S. YELLOW TONER	15.00
	101 - GENERAL FUND	01/07/22	6362	AMERICAN BUSINESS M	BLACK TONER	15.00
	101 - GENERAL FUND	01/07/22	6362	AMERICAN BUSINESS M	TONER	7.16
20228						\$5,884.86
	101 - GENERAL FUND	01/07/22	3898	AMERICAN INCORPORAT	251 HONOLULU HVAC S	780.00
	101 - GENERAL FUND	01/07/22	3898	AMERICAN INCORPORAT	C.S. S/A HVAC SVC	295.00
	101 - GENERAL FUND	01/07/22	3898	AMERICAN INCORPORAT	801 ELMWOOD HVAC SV	195.00
	101 - GENERAL FUND	01/07/22	3898	AMERICAN INCORPORAT	P.S. S/A HVAC SVC	295.00
	101 - GENERAL FUND	01/07/22	3898	AMERICAN INCORPORAT	911 PARKSIDE HVAC S	450.00
	101 - GENERAL FUND	01/07/22	3898	AMERICAN INCORPORAT	WWTP HVAC SVC	170.00
	101 - GENERAL FUND	01/07/22	3898	AMERICAN INCORPORAT	P.S. AC REPAIRS	1,021.86
	400 - WELLNESS CENTER	01/07/22	3898	AMERICAN INCORPORAT	W.C. HVAC QTRLY SVC	1,339.00
	400 - WELLNESS CENTER	01/07/22	3898	AMERICAN INCORPORAT	W.C. HVAC QTRLY SVC	1,339.00
20229						\$60.00
	101 - GENERAL FUND	01/07/22	4135	BILL WALL'S DIRECT	UPDATES TO SERVER	15.00
	101 - GENERAL FUND	01/07/22	4135	BILL WALL'S DIRECT	UPDATES TO SERVER	15.00
	101 - GENERAL FUND	01/07/22	4135	BILL WALL'S DIRECT	UPDATES TO SERVER	15.00
	101 - GENERAL FUND	01/07/22	4135	BILL WALL'S DIRECT	UPDATES TO SERVER	15.00
20230						\$4,390.00
	552 - WATER	01/07/22	051	BSK	BACTI,GENERAL,SPECI	4,390.00
20231						\$337.00
	101 - GENERAL FUND	01/07/22	5013	BUZZ KILL PEST CONT	174 SWEET BRIER	31.00
	101 - GENERAL FUND	01/07/22	5013	BUZZ KILL PEST CONT	157 N. MIRAGE	30.00
	101 - GENERAL FUND	01/07/22	5013	BUZZ KILL PEST CONT	911 PARKSIDE	24.00
	101 - GENERAL FUND	01/07/22	5013	BUZZ KILL PEST CONT	801 ELMWOOD	22.00
	400 - WELLNESS CENTER	01/07/22	5013	BUZZ KILL PEST CONT	W.C. REGULAR SERVIC	85.00
	552 - WATER	01/07/22	5013	BUZZ KILL PEST CONT	729 W. HONOLULU	25.00
	553 - SEWER	01/07/22	5013	BUZZ KILL PEST CONT	23611 RD 196 WWTP	30.00
	886 - SAMOA	01/07/22	5013	BUZZ KILL PEST CONT	165-173 SAMOA	40.00
	887 - SWEETBRIER TOWNHOUSES	01/07/22	5013	BUZZ KILL PEST CONT	HERMOSA TOWN HOMES	50.00
20232						\$38.06
	101 - GENERAL FUND	01/07/22	076	CENTRAL VALLEY BUSI	PLANNING SIGNS	38.06
20233						\$3,955.00
	261 - GAS TAX FUND	01/07/22	1702	CENTRAL VALLEY SWEE	DEC 2021 AIR SWEEPI	3,955.00
20234						\$527.82
	101 - GENERAL FUND	01/07/22	5832	CINTAS CORPORATION	12/22/21 UNIFORMS	40.00
	101 - GENERAL FUND	01/07/22	5832	CINTAS CORPORATION	12/22/21 UNIFORMS	40.00
	101 - GENERAL FUND	01/07/22	5832	CINTAS CORPORATION	12/22/21 UNIFORMS	40.00
	101 - GENERAL FUND	01/07/22	5832	CINTAS CORPORATION	12/15/21 UNIFORMS	35.41
	101 - GENERAL FUND	01/07/22	5832	CINTAS CORPORATION	12/15/21 UNIFORMS	35.41
	101 - GENERAL FUND	01/07/22	5832	CINTAS CORPORATION	12/15/21 UNIFORMS	35.41
	552 - WATER	01/07/22	5832	CINTAS CORPORATION	12/22/21 UNIFORMS	40.00
	552 - WATER	01/07/22	5832	CINTAS CORPORATION	12/15/21 UNIFORMS	35.41
	553 - SEWER	01/07/22	5832	CINTAS CORPORATION	12/22/21 UNIFORMS	40.00
	553 - SEWER	01/07/22	5832	CINTAS CORPORATION	12/15/21 UNIFORMS	35.40
	554 - REFUSE	01/07/22	5832	CINTAS CORPORATION	12/22/21 UNIFORMS	39.99
	554 - REFUSE	01/07/22	5832	CINTAS CORPORATION	12/15/21 UNIFORMS	35.40
	556 - VITA-PAKT	01/07/22	5832	CINTAS CORPORATION	12/22/21 UNIFORMS	39.99
	556 - VITA-PAKT	01/07/22	5832	CINTAS CORPORATION	12/15/21 UNIFORMS	35.40
20235						\$365.00
	101 - GENERAL FUND	01/07/22	279	CITY OF PORTERVILLE	DEC. ANIMAL SERVICE	258.00
	101 - GENERAL FUND	01/07/22	279	CITY OF PORTERVILLE	DEC. ANIMAL SERVICE	107.00
20236						\$5,000.00
	101 - GENERAL FUND	01/07/22	6726	CITY OF WOODLAKE	ANIMAL CONTROL TRUC	5,000.00

20237						\$1,481.67
	553 - SEWER	01/07/22	5741	CUMMINS SALES & SER	APIA&OLIVE TRANSFOR	1,481.67
20238						\$850.00
	552 - WATER	01/07/22	6118	CVIN LLC D.B.A. VAS	1/1/22-1/31/22	283.33
	553 - SEWER	01/07/22	6118	CVIN LLC D.B.A. VAS	1/1/22-1/31/22	283.33
	554 - REFUSE	01/07/22	6118	CVIN LLC D.B.A. VAS	1/1/22-1/31/22	283.34
20239						\$997.58
	700 - CDBG REVOLVING LN FUND	01/07/22	2540	DEPT.OF HOUSING & C	CDBG TO HCD 12/31/2	997.58
20240						\$3,910.93
	720 - HOME REVOLVING LN FUND	01/07/22	2540	DEPT.OF HOUSING & C	HOME TO HCD 12/31/2	3,910.93
20241						\$2,235.55
	553 - SEWER	01/07/22	5978	DOMINO SOLAR LTD	JB-9325693-00 NOV.	2,235.55
20242						\$20.39
	553 - SEWER	01/07/22	119	DOUG DELEO WELDING	CHOP SAW BLADE	20.39
20243						\$470.00
	400 - WELLNESS CENTER	01/07/22	3873	E & M'S REPTILE FAM	WINTER YOUTH PROGRA	470.00
20244						\$731.38
	552 - WATER	01/07/22	3478	FRESNO PIPE & SUPPL	REPAIR SUPPLIES	731.38
20245						\$3,954.62
	552 - WATER	01/07/22	137	FRIANT WATER AUTHOR	JAN SLDMWA EXCHANGE	239.62
	552 - WATER	01/07/22	137	FRIANT WATER AUTHOR	FKC OM&R FEB. COSTS	3,715.00
20246						\$82.90
	553 - SEWER	01/07/22	6010	FRONTIER COMMUNICAT	562-6317	82.90
20247						\$755.05
	101 - GENERAL FUND	01/07/22	151	GRAINGER INC	PARKS ROUNDUP	755.05
20248						\$7,527.92
	101 - GENERAL FUND	01/07/22	5647	GRISWOLD,LASSALLE,C	MATTER: CITY SERVIC	522.50
	101 - GENERAL FUND	01/07/22	5647	GRISWOLD,LASSALLE,C	MATTER: CITY COUNCI	1,092.50
	101 - GENERAL FUND	01/07/22	5647	GRISWOLD,LASSALLE,C	MATTER: POLICE DEPT	2,172.51
	101 - GENERAL FUND	01/07/22	5647	GRISWOLD,LASSALLE,C	MATTER: CITY CLERK	1,013.33
	101 - GENERAL FUND	01/07/22	5647	GRISWOLD,LASSALLE,C	MATTER: CITY MANAGE	2,583.33
	101 - GENERAL FUND	01/07/22	5647	GRISWOLD,LASSALLE,C	MATTER: CITY ATTORN	75.00
	101 - GENERAL FUND	01/07/22	5647	GRISWOLD,LASSALLE,C	MATTER: USBR	68.75
20249						\$2,369.09
	101 - GENERAL FUND	01/07/22	1391	HOME DEPOT	OPERATING SUPPLIES	326.66
	101 - GENERAL FUND	01/07/22	1391	HOME DEPOT	CHRISTMAS LIGHTS	19.62
	101 - GENERAL FUND	01/07/22	1391	HOME DEPOT	CHRISTMAS ORNAMENTS	246.14
	101 - GENERAL FUND	01/07/22	1391	HOME DEPOT	CHRISTMAS ORNAMENTS	307.82
	101 - GENERAL FUND	01/07/22	1391	HOME DEPOT	OPERATING SUPPLIES	65.51
	101 - GENERAL FUND	01/07/22	1391	HOME DEPOT	TABLES	161.65
	101 - GENERAL FUND	01/07/22	1391	HOME DEPOT	P.S. GARAGE LIGHTS	283.92
	101 - GENERAL FUND	01/07/22	1391	HOME DEPOT	WINDMILL LIGHTS	227.16
	553 - SEWER	01/07/22	1391	HOME DEPOT	ICE MAKER	730.61
20250						\$1,397.09
	101 - GENERAL FUND	01/07/22	185	INTERSTATE SALES	ROUNDABOUT CROSS LI	1,397.09
20251						\$50.00
	101 - GENERAL FUND	01/07/22	2601	JOHN HIBLER WEATHER	DEC. WEATHER SERVIC	50.00
20252						\$86.06
	552 - WATER	01/07/22	6724	JUAREZ DANIEL	REFUND CLOSED UB AC	86.06
20253						\$212.80
	554 - REFUSE	01/07/22	6725	LESLEY & ASSOCIATES	F.O.G. FLIER FOR WE	212.80
20254						\$1,397.32
	101 - GENERAL FUND	01/07/22	4067	LINCOLN NAT'L INSUR	JAN. 2022 LIFE PLAN	1,397.32
20255						\$190.01
	101 - GENERAL FUND	01/07/22	6425	LINDSAY TIRE & AUTO	2 TIRES FOR BACKHOE	190.01
20256						\$1,762.28
	101 - GENERAL FUND	01/07/22	1422	LINDSAY TRUE VALUE	NOV. OTHER SERVICES	192.99
	101 - GENERAL FUND	01/07/22	1422	LINDSAY TRUE VALUE	NOV. PUBLIC SAFETY	302.66
	101 - GENERAL FUND	01/07/22	1422	LINDSAY TRUE VALUE	NOV. CITY YARD	71.93
	101 - GENERAL FUND	01/07/22	1422	LINDSAY TRUE VALUE	NOV. STREETS	184.46
	101 - GENERAL FUND	01/07/22	1422	LINDSAY TRUE VALUE	NOV. PARKS	251.38
	101 - GENERAL FUND	01/07/22	1422	LINDSAY TRUE VALUE	NOV. GRAFFITI	6.07
	101 - GENERAL FUND	01/07/22	1422	LINDSAY TRUE VALUE	NOV. BUILDING	273.64
	552 - WATER	01/07/22	1422	LINDSAY TRUE VALUE	NOV. WATER	383.31
	553 - SEWER	01/07/22	1422	LINDSAY TRUE VALUE	NOV. WWTP	95.84
20257						\$6,742.45
	101 - GENERAL FUND	01/07/22	6550	MARIO SAGREDO ELECT	LIBRARY PLUGS REPAI	584.11
	101 - GENERAL FUND	01/07/22	6550	MARIO SAGREDO ELECT	LIBRARY LIGHT SOCKE	2,616.41
	261 - GAS TAX FUND	01/07/22	6550	MARIO SAGREDO ELECT	DOWNTOWN LED LIGHTS	1,292.45
	553 - SEWER	01/07/22	6550	MARIO SAGREDO ELECT	WWTP REPAIRS	253.83
	553 - SEWER	01/07/22	6550	MARIO SAGREDO ELECT	WWTP REPLACED LIGHT	1,995.65
20258						\$3,160.82
	554 - REFUSE	01/07/22	5852	MID VALLEY DISPOSAL	AUGUST REFUSE SERVI	3,160.82
20259						\$456.27
	554 - REFUSE	01/07/22	5852	MID VALLEY DISPOSAL	OCTOBER REFUSE SERV	456.27

20260						\$955.47
	554 - REFUSE	01/07/22	5852	MID VALLEY DISPOSAL	SEPT. REFUSE SERVIC	955.47
20261						\$111,149.56
	600 - CAPITAL IMPROVEMENT	01/07/22	6639	MOORE IACOFANO GOLT	OCT&NOV OLIVE BOWL	111,149.56
20262						\$430.00
	101 - GENERAL FUND	01/07/22	6437	MORINDA MEDICAL GRO	NOVEMBER 2021 CLAIM	100.00
	101 - GENERAL FUND	01/07/22	6437	MORINDA MEDICAL GRO	NOVEMBER 2021 CLAIM	50.00
	101 - GENERAL FUND	01/07/22	6437	MORINDA MEDICAL GRO	NOVEMBER 2021 CLAIM	280.00
20263						\$499.99
	101 - GENERAL FUND	01/07/22	5625	NGLIC-SUPERIOR VISI	JANUARY VISION PLAN	499.99
20264						\$4,276.95
	101 - GENERAL FUND	01/07/22	5514	NVB PLAYGROUNDS INC	REPLACE FABRIC SHAD	4,276.95
20265						\$13.95
	101 - GENERAL FUND	01/07/22	1565	OACYS.COM INC	DOMAIN PARKING & DN	13.95
20266						\$91,142.83
	101 - GENERAL FUND	01/07/22	6368	PNC EQUIPMENT FINAN	FIRE TRUCK INTEREST	23,582.35
	101 - GENERAL FUND	01/07/22	6368	PNC EQUIPMENT FINAN	FIRE TRUCK PAYMENT	67,560.48
20267						\$4,602.57
	552 - WATER	01/07/22	4618	PROVOST & PRITCHARD	NOV. WATER & SEWER	1,431.80
	553 - SEWER	01/07/22	4618	PROVOST & PRITCHARD	NOV. GWM&R EAST PON	343.00
	553 - SEWER	01/07/22	4618	PROVOST & PRITCHARD	NOV. GW WELL SAMPLI	168.80
	553 - SEWER	01/07/22	4618	PROVOST & PRITCHARD	NOV. SAMPLING-PFAS/	2,378.97
	556 - VITA-PAKT	01/07/22	4618	PROVOST & PRITCHARD	NOV. SWORLCO LAA GW	280.00
20268						\$983.34
	101 - GENERAL FUND	01/07/22	285	QUILL CORPORATION	OFFICE SUPPLIES	31.08
	101 - GENERAL FUND	01/07/22	285	QUILL CORPORATION	OFFICE SUPPLIES	408.38
	101 - GENERAL FUND	01/07/22	285	QUILL CORPORATION	OPERATING SUPPLIES	45.22
	101 - GENERAL FUND	01/07/22	285	QUILL CORPORATION	UTENSILS FOR MEETIN	45.66
	101 - GENERAL FUND	01/07/22	285	QUILL CORPORATION	UTENSILS FOR MEETIN	45.66
	101 - GENERAL FUND	01/07/22	285	QUILL CORPORATION	TAPE, LABELS, DESKP	167.29
	101 - GENERAL FUND	01/07/22	285	QUILL CORPORATION	OPERATING SUPPLIES	226.25
	101 - GENERAL FUND	01/07/22	285	QUILL CORPORATION	OPERATING SUPPLIES	13.80
20269						\$4,000.00
	552 - WATER	01/07/22	6095	RALPH GUTIERREZ WAT	DEC. CPO WATER TREA	2,000.00
	553 - SEWER	01/07/22	6095	RALPH GUTIERREZ WAT	DEC. CPO WATER TREA	2,000.00
20270						\$469.00
	101 - GENERAL FUND	01/07/22	3622	RLH FIRE PROTECTION	MCD-RECALBR FLOWMET	469.00
20271						\$12,955.71
	101 - GENERAL FUND	01/07/22	310	SOUTHERN CA. EDISON	700439853113-LATE F	0.36
	101 - GENERAL FUND	01/07/22	310	SOUTHERN CA. EDISON	700291172119	18.24
	101 - GENERAL FUND	01/07/22	310	SOUTHERN CA. EDISON	700291172119-LATE F	0.19
	101 - GENERAL FUND	01/07/22	310	SOUTHERN CA. EDISON	700345129983-LATE F	0.31
	101 - GENERAL FUND	01/07/22	310	SOUTHERN CA. EDISON	700506806452-LATE F	0.21
	101 - GENERAL FUND	01/07/22	310	SOUTHERN CA. EDISON	LATE FEES	0.73
	101 - GENERAL FUND	01/07/22	310	SOUTHERN CA. EDISON	700141289638-LATE F	54.31
	101 - GENERAL FUND	01/07/22	310	SOUTHERN CA. EDISON	700477332697-LATE F	0.39
	101 - GENERAL FUND	01/07/22	310	SOUTHERN CA. EDISON	700477296224-LATE F	0.27
	261 - GAS TAX FUND	01/07/22	310	SOUTHERN CA. EDISON	8000599029	66.48
	261 - GAS TAX FUND	01/07/22	310	SOUTHERN CA. EDISON	8000600507	58.73
	261 - GAS TAX FUND	01/07/22	310	SOUTHERN CA. EDISON	700477332697	65.02
	261 - GAS TAX FUND	01/07/22	310	SOUTHERN CA. EDISON	700439853113	66.33
	261 - GAS TAX FUND	01/07/22	310	SOUTHERN CA. EDISON	700506806452	33.72
	261 - GAS TAX FUND	01/07/22	310	SOUTHERN CA. EDISON	700345129983	56.83
	261 - GAS TAX FUND	01/07/22	310	SOUTHERN CA. EDISON	700477296224	48.36
	400 - WELLNESS CENTER	01/07/22	310	SOUTHERN CA. EDISON	700470455603	4,435.03
	553 - SEWER	01/07/22	310	SOUTHERN CA. EDISON	700141289638	8,004.73
	553 - SEWER	01/07/22	310	SOUTHERN CA. EDISON	700152858405	27.82
	891 - PELOUS RANCH	01/07/22	310	SOUTHERN CA. EDISON	700424206609	17.65
20272						\$35,671.20
	552 - WATER	01/07/22	1183	SWRCB	7/1/21-6/30-22 FEES	8,562.20
	553 - SEWER	01/07/22	1183	SWRCB	7/1/21-6/30/22 FEES	23,783.00
	553 - SEWER	01/07/22	1183	SWRCB	7/1/21-6/30/22 FEES	3,326.00
20273						\$76.77
	101 - GENERAL FUND	01/07/22	6551	TIME WARNER CABLE	106076601 DEC.	76.77
20274						\$343.66
	400 - WELLNESS CENTER	01/07/22	3396	TK ELEVATOR CORPORA	W.C. DEC. MAINTENAN	343.66
20275						\$250.00
	101 - GENERAL FUND	01/07/22	1243	TU CO CHIEFS ASSOCI	2022 ANNUAL DUES	250.00
20276						\$413.60
	552 - WATER	01/07/22	473	TU CO RESOURCE MANA	2022 KCW A ESTIMATE	413.60
20277						\$410.49
	552 - WATER	01/07/22	1513	UNITED RENTALS, INC	PUMP SUB CENT 2"-DI	410.49

20278						\$5,241.60
101 - GENERAL FUND	01/07/22	5747	UNITED STAFFING	12/12/21 MAYRA C.		483.84
101 - GENERAL FUND	01/07/22	5747	UNITED STAFFING	12/12 MARCOS & JESU		537.60
101 - GENERAL FUND	01/07/22	5747	UNITED STAFFING	12/12 MARCOS & JESU		537.60
101 - GENERAL FUND	01/07/22	5747	UNITED STAFFING	12/12 MARCOS & JESU		537.60
101 - GENERAL FUND	01/07/22	5747	UNITED STAFFING	12/19/21 MAYRA C.		403.20
101 - GENERAL FUND	01/07/22	5747	UNITED STAFFING	12/19 MARCOS & JESU		376.32
101 - GENERAL FUND	01/07/22	5747	UNITED STAFFING	12/19 MARCOS & JESU		376.32
101 - GENERAL FUND	01/07/22	5747	UNITED STAFFING	12/19 MARCOS & JESU		376.32
101 - GENERAL FUND	01/07/22	5747	UNITED STAFFING	12/26/21 MAYRA C.		322.56
101 - GENERAL FUND	01/07/22	5747	UNITED STAFFING	12/26 JONATHAN & MA		430.08
101 - GENERAL FUND	01/07/22	5747	UNITED STAFFING	12/26 JONATHAN & MA		430.08
101 - GENERAL FUND	01/07/22	5747	UNITED STAFFING	12/26 JONATHAN & MA		430.08
20279						\$5,695.46
552 - WATER	01/07/22	2960	UNITED STATES BUREA	OCT 2021 WATER STMT		4,362.48
552 - WATER	01/07/22	2960	UNITED STATES BUREA	NOV 2021 WATER STMT		2,181.24
552 - WATER	01/07/22	2960	UNITED STATES BUREA	SEPT. 2021 WATER ST		(848.26)
20280						\$2,652.30
552 - WATER	01/07/22	5413	UNIVAR USA INC	WELL #15 LIQUICHLOR		1,672.28
552 - WATER	01/07/22	5413	UNIVAR USA INC	WELL #14 LIQUICHLOR		980.02
20281						\$412.47
553 - SEWER	01/07/22	356	USA BLUEBOOK	OPERATING SUPPLIES		339.58
553 - SEWER	01/07/22	356	USA BLUEBOOK	RAIN JACKET		72.89
20282						\$324.87
261 - GAS TAX FUND	01/07/22	368	VOLLMER EXCAVATION,	12/15/21 LOAD OF DG		324.87
20283						\$8,630.00
101 - GENERAL FUND	01/07/22	2790	WILLDAN INC.	NOV. BLDG PLAN CHEC		770.00
101 - GENERAL FUND	01/07/22	2790	WILLDAN INC.	NOV. BLDG INSPECTOR		2,040.00
101 - GENERAL FUND	01/07/22	2790	WILLDAN INC.	NOV. CODE ENFORCEME		5,820.00
20284						\$1,245.32
261 - GAS TAX FUND	01/07/22	382	ZUMAR INDUSTRIES IN	STREET SIGNS		1,245.32
20285						\$49,861.00
200 - STREET IMPROVEMENT FUND	01/07/22	113	DEPT OF TRANSPORTAT	P1575-0021 THIRD P		49,861.00
20300						\$50.00
400 - WELLNESS CENTER	01/14/22	6097	ANGELICA BERMUDEZ	DEC. 2021 ZUMBA		50.00
20301						\$50.00
400 - WELLNESS CENTER	01/14/22	5819	ANITA GUTIERREZ	DEC. 2021 ZUMBA		50.00
20302						\$400.00
101 - GENERAL FUND	01/14/22	5930	CHRIS ALLARD	TULARE COUNTY IWO		(400.00)
400 - WELLNESS CENTER	01/14/22	5930	CHRIS ALLARD	DEC. 2021 PM VISITS		800.00
20303						\$50.00
101 - GENERAL FUND	01/14/22	6604	HIPOLITO CERROS	DEC. COUNCIL STIPEN		50.00
20304						\$64,100.13
101 - GENERAL FUND	01/14/22	6100	KEENAN & ASSOCIATES	JAN. PPO 250 ACTIVE		50,786.90
101 - GENERAL FUND	01/14/22	6100	KEENAN & ASSOCIATES	JAN. PPO 250 RETIRE		2,755.17
101 - GENERAL FUND	01/14/22	6100	KEENAN & ASSOCIATES	JAN. PPO 500 ACTIVE		10,130.06
101 - GENERAL FUND	01/14/22	6100	KEENAN & ASSOCIATES	JAN. COMPLETE CARE		428.00
20305						\$25.00
400 - WELLNESS CENTER	01/14/22	5804	KELSIE AVINA	DEC. 2021 ZUMBA		25.00
20306						\$1,800.00
400 - WELLNESS CENTER	01/14/22	6260	LLEON SERVICES	JAN. CHEMICAL CONSU		1,800.00
20307						\$50.00
400 - WELLNESS CENTER	01/14/22	6499	MARGARITA BENITEZ B	DEC. 2021 ZUMBA		50.00
20308						\$125.00
400 - WELLNESS CENTER	01/14/22	6599	MARIA EDWARDS	DEC. 2021 ZUMBA		125.00
20309						\$50.00
101 - GENERAL FUND	01/14/22	6602	RAMIRO SERNA	DEC. COUNCIL STIPEN		50.00
20310						\$75.00
101 - GENERAL FUND	01/14/22	6603	RAMONA CAUDILLO	DEC. COUNCIL STIPEN		75.00
20311						\$50.00
101 - GENERAL FUND	01/14/22	5511	ROSAENA SANCHEZ	DEC. COUNCIL STIPEN		50.00
20312						\$225.00
400 - WELLNESS CENTER	01/14/22	3208	SHANNON PATTERSON	DEC. STRENGTH & BAL		225.00
20313						\$35.00
101 - GENERAL FUND	01/14/22	6608	STAFF-WORTHY	12/22/21 DRUG SCREE		35.00
20314						\$2,960.00
400 - WELLNESS CENTER	01/14/22	6588	TORI DAVIS	DEC. STARS/FITWITHI		2,960.00
20315						\$50.00
101 - GENERAL FUND	01/14/22	4068	YOLANDA FLORES	DEC. COUNCIL STIPEN		50.00
20316						\$250.00
400 - WELLNESS CENTER	01/14/22	5912	YVETTE DURAN	DEC. POUND,TRX & ZU		250.00
20317						\$541.01
101 - GENERAL FUND	01/18/22	1286	FRANCHISE TAX BOARD	DED:SUI FTB - PIT		541.01
20318						\$367.52
101 - GENERAL FUND	01/18/22	3977	AFLAC	DED:015 AFLAC		367.52
20319						\$549.03
101 - GENERAL FUND	01/18/22	4660	CITY OF LINDSAY	DED:052 WELLNESS		13.86
101 - GENERAL FUND	01/18/22	4660	CITY OF LINDSAY	DED:CDBG CDBG PMT		267.17
101 - GENERAL FUND	01/18/22	4660	CITY OF LINDSAY	DED:L203 CDBG LOAN		268.00

20320						\$62.00
101 - GENERAL FUND	01/18/22	6675	EDD	DED:EDD EDD ORDER		62.00
20321						\$133.17
101 - GENERAL FUND	01/18/22	3192	SEIU LOCAL 521	DED:DUES UNION DUES		133.17
20322						\$7,460.50
101 - GENERAL FUND	01/18/22	6452	GREAT-WEST TRUST	DED:ROTH ROTH		174.18
101 - GENERAL FUND	01/18/22	6452	GREAT-WEST TRUST	DED:0555 DC LOANPAY		1,229.41
101 - GENERAL FUND	01/18/22	6452	GREAT-WEST TRUST	DED:151 DEFERCOMP		2,727.87
101 - GENERAL FUND	01/18/22	6452	GREAT-WEST TRUST	DED:0500 DEF COMP		3,329.04
20323						\$41.58
101 - GENERAL FUND	01/18/22	2325	LINDSAY PUBLIC SAFE	DED:LPOA LPOA DUES		41.58
20324						\$106.13
101 - GENERAL FUND	01/18/22	6246	MCDERMONT VENTURE I	DED:051 MCDERMONT		106.13
20325						\$354.37
101 - GENERAL FUND	01/18/22	1955	TEAMSTERS LOCAL 856	DED:0508 TEAMSTERS		354.37
20326						\$14.08
101 - GENERAL FUND	01/19/22	4259	AAA TRUCK SERVICE I	CABLE 30 IN 4 GAUGE		10.75
101 - GENERAL FUND	01/19/22	4259	AAA TRUCK SERVICE I	AIR TANK VALVE		3.33
20327						\$1,313.84
101 - GENERAL FUND	01/19/22	2873	ADVANTAGE ANSWERING	1/1/22-1/31/22		1,313.84
20328						\$632.00
101 - GENERAL FUND	01/19/22	6504	ADVENTIST HEALTH TO	DECEMBER TOXICOLOGY		632.00
20329						\$281.68
101 - GENERAL FUND	01/19/22	3428	AT&T MOBILITY	HR&F.D. 28729728686		80.48
101 - GENERAL FUND	01/19/22	3428	AT&T MOBILITY	C.M. 287297286867 J		40.24
101 - GENERAL FUND	01/19/22	3428	AT&T MOBILITY	C.S. 287297286867 J		40.24
101 - GENERAL FUND	01/19/22	3428	AT&T MOBILITY	P.S. 287297286867 J		80.48
400 - WELLNESS CENTER	01/19/22	3428	AT&T MOBILITY	W.C. 287297286867 J		40.24
20330						\$526.54
101 - GENERAL FUND	01/19/22	5457	AUTO ZONE COMMERCIA	L& BATTERY-RETUR		(44.60)
101 - GENERAL FUND	01/19/22	5457	AUTO ZONE COMMERCIA	TOOL & PART ORGANIZ		32.64
101 - GENERAL FUND	01/19/22	5457	AUTO ZONE COMMERCIA	TRUCK 77-SIGNAL BUL		14.02
101 - GENERAL FUND	01/19/22	5457	AUTO ZONE COMMERCIA	TRUCK 91-BALL MOUNT		79.65
101 - GENERAL FUND	01/19/22	5457	AUTO ZONE COMMERCIA	DIESEL EXHAUST FLUI		75.16
101 - GENERAL FUND	01/19/22	5457	AUTO ZONE COMMERCIA	AUTOMATIC TRANS FLU		16.14
101 - GENERAL FUND	01/19/22	5457	AUTO ZONE COMMERCIA	WIPER BLADES		13.03
101 - GENERAL FUND	01/19/22	5457	AUTO ZONE COMMERCIA	WIPER BLADES		31.94
101 - GENERAL FUND	01/19/22	5457	AUTO ZONE COMMERCIA	L& GARDEN BATTER		44.60
101 - GENERAL FUND	01/19/22	5457	AUTO ZONE COMMERCIA	DIESEL KLEEN CETANE		21.74
101 - GENERAL FUND	01/19/22	5457	AUTO ZONE COMMERCIA	SYLVANIA BULBS		14.33
101 - GENERAL FUND	01/19/22	5457	AUTO ZONE COMMERCIA	MAPHOLDR-LIFT SUPPO		11.09
101 - GENERAL FUND	01/19/22	5457	AUTO ZONE COMMERCIA	DIESEL EXHAUST FLUI		54.77
552 - WATER	01/19/22	5457	AUTO ZONE COMMERCIA	MOTOR OIL & FILTER		57.92
552 - WATER	01/19/22	5457	AUTO ZONE COMMERCIA	WINDSHIELD FLUID		14.21
552 - WATER	01/19/22	5457	AUTO ZONE COMMERCIA	TRUCK#26-WIPER BLAD		40.65
553 - SEWER	01/19/22	5457	AUTO ZONE COMMERCIA	DURALAST BATTERY		23.92
553 - SEWER	01/19/22	5457	AUTO ZONE COMMERCIA	RED 36ML THREADLOCK		25.33
20331						\$10.24
552 - WATER	01/19/22	6731	BACA JESSICA	REFUND-CLOSED UB AC		10.24
20332						\$391.00
400 - WELLNESS CENTER	01/19/22	5875	BMI	1/1/22-12/31/22 MUS		391.00
20334						\$897.32
101 - GENERAL FUND	01/19/22	5832	CINTAS CORPORATION	12/29/21 UNIFORMS		29.97
101 - GENERAL FUND	01/19/22	5832	CINTAS CORPORATION	12/29/21 UNIFORMS		29.97
101 - GENERAL FUND	01/19/22	5832	CINTAS CORPORATION	12/29/21 UNIFORMS		29.97
101 - GENERAL FUND	01/19/22	5832	CINTAS CORPORATION	1/5/22 UNIFORMS		29.97
101 - GENERAL FUND	01/19/22	5832	CINTAS CORPORATION	1/5/22 UNIFORMS		29.97
101 - GENERAL FUND	01/19/22	5832	CINTAS CORPORATION	1/5/22 UNIFORMS		29.97
101 - GENERAL FUND	01/19/22	5832	CINTAS CORPORATION	1/12/22 UNIFORMS		28.05
101 - GENERAL FUND	01/19/22	5832	CINTAS CORPORATION	1/12/22 UNIFORMS		28.05
101 - GENERAL FUND	01/19/22	5832	CINTAS CORPORATION	1/12/22 UNIFORMS		28.05
305 - COVID-19 EMERGENCY FUND	01/19/22	5832	CINTAS CORPORATION	P.S. DISINFECT/CLEA		114.12
305 - COVID-19 EMERGENCY FUND	01/19/22	5832	CINTAS CORPORATION	P.S. DISINFECT/CLEA		53.23
305 - COVID-19 EMERGENCY FUND	01/19/22	5832	CINTAS CORPORATION	P.S. DISINFECT/CLEA		114.12
552 - WATER	01/19/22	5832	CINTAS CORPORATION	1/12/22 UNIFORMS		28.05
552 - WATER	01/19/22	5832	CINTAS CORPORATION	1/5/22 UNIFORMS		29.96
552 - WATER	01/19/22	5832	CINTAS CORPORATION	12/29/21 UNIFORMS		29.96
553 - SEWER	01/19/22	5832	CINTAS CORPORATION	12/29/21 UNIFORMS		29.96
553 - SEWER	01/19/22	5832	CINTAS CORPORATION	1/5/22 UNIFORMS		29.96
553 - SEWER	01/19/22	5832	CINTAS CORPORATION	1/12/22 UNIFORMS		28.05
554 - REFUSE	01/19/22	5832	CINTAS CORPORATION	1/12/22 UNIFORMS		28.05
554 - REFUSE	01/19/22	5832	CINTAS CORPORATION	1/5/22 UNIFORMS		29.96
554 - REFUSE	01/19/22	5832	CINTAS CORPORATION	12/29/21 UNIFORMS		29.96
556 - VITA-PAKT	01/19/22	5832	CINTAS CORPORATION	12/29/21 UNIFORMS		29.96
556 - VITA-PAKT	01/19/22	5832	CINTAS CORPORATION	1/5/22 UNIFORMS		29.96
556 - VITA-PAKT	01/19/22	5832	CINTAS CORPORATION	1/12/22 UNIFORMS		28.05
20335						\$592.00
553 - SEWER	01/19/22	279	CITY OF PORTERVILLE	NOV. LAB SERVICES		592.00

20336						\$3,705.33
400 - WELLNESS CENTER	01/19/22	6090	CLEAN CUT LANDSCAPE	W.C. DEC. LANDSCAPE		860.00
883 - SIERRA VIEW ASSESSMENT	01/19/22	6090	CLEAN CUT LANDSCAPE	DEC. SIERRA VIEW ES		1,129.00
884 - HERITAGE ASSESSMENT DIST	01/19/22	6090	CLEAN CUT LANDSCAPE	DEC. HERITAGE PARK		159.50
886 - SAMOA	01/19/22	6090	CLEAN CUT LANDSCAPE	DEC. SAMOA TOWN HOM		133.00
887 - SWEETBRIER TOWNHOUSES	01/19/22	6090	CLEAN CUT LANDSCAPE	DEC. HERMOSA TOWN H		475.00
888 - PARKSIDE	01/19/22	6090	CLEAN CUT LANDSCAPE	DEC. PARKSIDE ESTAT		197.00
889 - SIERRA VISTA ASSESSMENT	01/19/22	6090	CLEAN CUT LANDSCAPE	DEC. SIERRA VISTA E		83.33
890 - MAPLE VALLEY ASSESSMENT	01/19/22	6090	CLEAN CUT LANDSCAPE	DEC. MAPLE VALLEY		159.50
891 - PELOUS RANCH	01/19/22	6090	CLEAN CUT LANDSCAPE	DEC. PELOUS RANCH		509.00
20337						\$60.86
101 - GENERAL FUND	01/19/22	6549	COLANTUONO, HIGHSMI	DEC UUT UNDER COLLE		60.86
20338						\$606.21
101 - GENERAL FUND	01/19/22	6672	COLBY'S TIRE,TOWING	LIC#126627 TIRES		606.21
20339						\$63.00
101 - GENERAL FUND	01/19/22	2319	COMPUTER SYSTEMS PL	1/3/22 ANTIVIRUS		63.00
20340						\$915.40
101 - GENERAL FUND	01/19/22	102	CULLIGAN	150 N MIRAGE 12/31/		55.30
101 - GENERAL FUND	01/19/22	102	CULLIGAN	251 E HONOLULU 12/3		148.19
552 - WATER	01/19/22	102	CULLIGAN	18899 AVE 240 12/31		101.26
552 - WATER	01/19/22	102	CULLIGAN	18869 AVE 240 12/31		340.89
552 - WATER	01/19/22	102	CULLIGAN	18829 AVE 240 12/31		190.76
552 - WATER	01/19/22	102	CULLIGAN	23965 RD 188 12/31/		62.50
552 - WATER	01/19/22	102	CULLIGAN	23611 RD 196 12/31/		16.50
20341						\$633.15
781 - CAL HOME RLF	01/19/22	2540	DEPT.OF HOUSING & C	CALHOME TO HCD 1/15		633.15
20342						\$1,761.61
700 - CDBG REVOLVING LN FUND	01/19/22	2540	DEPT.OF HOUSING & C	CDBG TO HCD 1/15/22		1,761.61
20343						\$4,797.53
720 - HOME REVOLVING LN FUND	01/19/22	2540	DEPT.OF HOUSING & C	HOME TO HCD 1/15/22		4,797.53
20344						\$100.86
101 - GENERAL FUND	01/19/22	119	DOUG DELEO WELDING	TAMPER PROOF TORX		96.78
552 - WATER	01/19/22	119	DOUG DELEO WELDING	3/16" SNAP PIN		4.08
20345						\$9,000.00
556 - VITA-PAKT	01/19/22	5760	ED & EDNA BROWER IR	VITAPAKT LEASE PMT		9,000.00
20346						\$106.22
101 - GENERAL FUND	01/19/22	1450	FRESNO OXYGEN & WEL	D,E,SML MED. CYLIND		52.06
101 - GENERAL FUND	01/19/22	1450	FRESNO OXYGEN & WEL	D,E,SML MED. CYLIND		54.16
20347						\$1,462.75
552 - WATER	01/19/22	3478	FRESNO PIPE & SUPPL	ROMAC SS CLAMPS		1,462.75
20348						\$1,215.08
101 - GENERAL FUND	01/19/22	6010	FRONTIER COMMUNICAT	209-042-9309		1.99
101 - GENERAL FUND	01/19/22	6010	FRONTIER COMMUNICAT	209-151-2650		23.13
101 - GENERAL FUND	01/19/22	6010	FRONTIER COMMUNICAT	209-151-2650		23.13
101 - GENERAL FUND	01/19/22	6010	FRONTIER COMMUNICAT	209-151-2656		46.25
101 - GENERAL FUND	01/19/22	6010	FRONTIER COMMUNICAT	209-151-2662		61.16
101 - GENERAL FUND	01/19/22	6010	FRONTIER COMMUNICAT	209-188-3200		4.51
101 - GENERAL FUND	01/19/22	6010	FRONTIER COMMUNICAT	209-188-3200		4.51
101 - GENERAL FUND	01/19/22	6010	FRONTIER COMMUNICAT	209-151-2652		46.25
101 - GENERAL FUND	01/19/22	6010	FRONTIER COMMUNICAT	562-2512		141.19
552 - WATER	01/19/22	6010	FRONTIER COMMUNICAT	562-7131		137.07
552 - WATER	01/19/22	6010	FRONTIER COMMUNICAT	562-1552		99.30
552 - WATER	01/19/22	6010	FRONTIER COMMUNICAT	209-188-3200		4.51
552 - WATER	01/19/22	6010	FRONTIER COMMUNICAT	209-150-2936		84.17
552 - WATER	01/19/22	6010	FRONTIER COMMUNICAT	209-151-2650		23.13
553 - SEWER	01/19/22	6010	FRONTIER COMMUNICAT	209-151-2650		23.13
553 - SEWER	01/19/22	6010	FRONTIER COMMUNICAT	209-188-3200		4.51
553 - SEWER	01/19/22	6010	FRONTIER COMMUNICAT	209-151-2654		46.25
553 - SEWER	01/19/22	6010	FRONTIER COMMUNICAT	209-151-2655		46.25
553 - SEWER	01/19/22	6010	FRONTIER COMMUNICAT	562-7132		275.75
553 - SEWER	01/19/22	6010	FRONTIER COMMUNICAT	209-150-3621		118.89
20349						\$1,308.00
101 - GENERAL FUND	01/19/22	1970	GIOTTO'S	ANNUAL MONITORING		1,308.00
20350						\$1,278.00
101 - GENERAL FUND	01/19/22	148	GOMEZ AUTO & SMOG	LIC#1226627 IGNITIO		588.84
101 - GENERAL FUND	01/19/22	148	GOMEZ AUTO & SMOG	LIC#1226638 BATTERY		689.16
20351						\$300.00
101 - GENERAL FUND	01/19/22	6346	JEFF PFEIFFER	SQUIRREL TREATMENT		300.00
20352						\$3.68
552 - WATER	01/19/22	6730	LEON ABEL	REFUND-CLOSED UB AC		3.68
20353						\$3,112.47
101 - GENERAL FUND	01/19/22	4067	LINCOLN NAT'L INSUR	FEB. 2022 DENTAL PL		3,112.47
20354						\$1,802.68
400 - WELLNESS CENTER	01/19/22	6550	MARIO SAGREDO ELECT	W.C. FIX ENTRY LIGH		575.93
400 - WELLNESS CENTER	01/19/22	6550	MARIO SAGREDO ELECT	W.C. BROKEN WIRE		285.00
553 - SEWER	01/19/22	6550	MARIO SAGREDO ELECT	HICKORY LIFT STATIO		450.00
553 - SEWER	01/19/22	6550	MARIO SAGREDO ELECT	HICKORY LIFT STATIO		491.75

20355						\$12,877.44
	554 - REFUSE	01/19/22	5852	MID VALLEY DISPOSAL	TU CO DELQ REFUSE 1	12,877.44
20356						\$75.00
	400 - WELLNESS CENTER	01/19/22	6513	WILLIAM A. OROSCO	RACK W/SHEL	75.00
20357						\$208.52
	552 - WATER	01/19/22	6673	PACE SUPPLY CORP	MJ IPS GASKETS	208.52
20358						\$3,045.62
	552 - WATER	01/19/22	6498	PACWEST DIRECT	DBP & LEAD NOTICES	3,045.62
20359						\$124.27
	101 - GENERAL FUND	01/19/22	276	PORTERVILLE RECORDE	ORD 594	124.27
20360						\$1,099.05
	101 - GENERAL FUND	01/19/22	3036	PRO FORCE LAW ENFOR	TSR TACT POWER MAG	1,099.05
20361						\$4,254.80
	101 - GENERAL FUND	01/19/22	399	QUAD KNOPF, INC.	DEC. ENGINEERING	315.80
	101 - GENERAL FUND	01/19/22	399	QUAD KNOPF, INC.	DEC. PALM TERRACE E	1,245.00
	101 - GENERAL FUND	01/19/22	399	QUAD KNOPF, INC.	DEC. PALM TERRACE M	1,532.90
	101 - GENERAL FUND	01/19/22	399	QUAD KNOPF, INC.	DEC. LINDSAY INN SI	1,161.10
20362						\$1,228.94
	101 - GENERAL FUND	01/19/22	285	QUILL CORPORATION	PARKS-LINERS	53.87
	101 - GENERAL FUND	01/19/22	285	QUILL CORPORATION	OFFICE SUPPLIES	88.17
	101 - GENERAL FUND	01/19/22	285	QUILL CORPORATION	SEAT CUSHION	41.18
	101 - GENERAL FUND	01/19/22	285	QUILL CORPORATION	PARKS-LINERS	505.95
	101 - GENERAL FUND	01/19/22	285	QUILL CORPORATION	HOLE PUNCHER	11.09
	400 - WELLNESS CENTER	01/19/22	285	QUILL CORPORATION	BREAKROOM SUPPLIES	29.99
	400 - WELLNESS CENTER	01/19/22	285	QUILL CORPORATION	W.C. CLEANING SUPPL	498.69
20363						\$27.13
	552 - WATER	01/19/22	6729	RANGEL-LEMUS GABRIE	REFUND-CLOSED UB AC	27.13
20364						\$2,538.50
	101 - GENERAL FUND	01/19/22	3622	RLH FIRE PROTECTION	MCD FIRE ALARM MONI	1,858.50
	101 - GENERAL FUND	01/19/22	3622	RLH FIRE PROTECTION	FIRE ALARM MONITORI	680.00
20365						\$295.00
	101 - GENERAL FUND	01/19/22	3772	ROSE CITY LABEL	JR FIRE FIGHTER STI	295.00
20366						\$237.00
	554 - REFUSE	01/19/22	6728	SAFETY- KLEEN SYSTE	FLOURESCENT 4FT BOX	237.00
20367						\$186.88
	101 - GENERAL FUND	01/19/22	5624	SIERRA SANITATION,	FINANCE CHARGE	3.00
	101 - GENERAL FUND	01/19/22	5624	SIERRA SANITATION,	12/28/21-1/25/22	183.88
20368						\$332.92
	400 - WELLNESS CENTER	01/19/22	6500	CHARTER COMMUNICATI	JAN WELLNESS INTERN	332.92
20369						\$168.88
	101 - GENERAL FUND	01/19/22	6703	STERICYCLE INC	12/13 RECYCLING SER	168.88
20370						\$4,124.20
	101 - GENERAL FUND	01/19/22	144	THE GAS COMPANY	115-454-6222-5 DEC.	15.68
	101 - GENERAL FUND	01/19/22	144	THE GAS COMPANY	163-715-6900	1,040.19
	101 - GENERAL FUND	01/19/22	144	THE GAS COMPANY	163-715-8900	814.53
	101 - GENERAL FUND	01/19/22	144	THE GAS COMPANY	033-515-9120-5 DEC.	15.68
	101 - GENERAL FUND	01/19/22	144	THE GAS COMPANY	031-415-9000	428.17
	400 - WELLNESS CENTER	01/19/22	144	THE GAS COMPANY	098-628-2905	1,427.22
	400 - WELLNESS CENTER	01/19/22	144	THE GAS COMPANY	092-375-2718-0 DEC.	382.73
20371						\$517.40
	101 - GENERAL FUND	01/19/22	5792	THOMSON REUTERS - W	DECEMBER SOFTWARE	258.70
	101 - GENERAL FUND	01/19/22	5792	THOMSON REUTERS - W	JAN. 2022 SOFTWARE	258.70
20372						\$64.92
	101 - GENERAL FUND	01/19/22	6413	TRANS UNION LLC	12/25 BASIC SERVICE	64.92
20373						\$460.00
	400 - WELLNESS CENTER	01/19/22	1664	TU CO ENVIRONMENTAL	1/1/22 1627 WALK-UP	460.00
20374						\$169.32
	400 - WELLNESS CENTER	01/19/22	336	TULARE COUNTY TAX C	PARCEL#201-150-008	169.32
20375						\$48.30
	400 - WELLNESS CENTER	01/19/22	336	TULARE COUNTY TAX C	PARCEL#201-150-008	48.30
20377						\$11,969.83
	101 - GENERAL FUND	01/19/22	6326	CORPORATE PAYMENT S	ICSC REFUND	(50.00)
	101 - GENERAL FUND	01/19/22	6326	CORPORATE PAYMENT S	AMAZON REFUND	(37.96)
	101 - GENERAL FUND	01/19/22	6326	CORPORATE PAYMENT S	ACROBATS SUBSCRIPTI	78.50
	101 - GENERAL FUND	01/19/22	6326	CORPORATE PAYMENT S	RECOG PLAQUE	81.20
	101 - GENERAL FUND	01/19/22	6326	CORPORATE PAYMENT S	OVERSTOCK-CS DIRECT	415.20
	101 - GENERAL FUND	01/19/22	6326	CORPORATE PAYMENT S	OVERSTOCK-CS DIRECT	415.20
	101 - GENERAL FUND	01/19/22	6326	CORPORATE PAYMENT S	OVERSTOCK-CS DIRECT	415.19
	101 - GENERAL FUND	01/19/22	6326	CORPORATE PAYMENT S	COSTCO-EMPLOYEE APP	251.41
	101 - GENERAL FUND	01/19/22	6326	CORPORATE PAYMENT S	LUIGI'S-EMPLOYEE APP	377.50
	101 - GENERAL FUND	01/19/22	6326	CORPORATE PAYMENT S	SAVE MART-EMPLOYEE APP	49.89
	101 - GENERAL FUND	01/19/22	6326	CORPORATE PAYMENT S	SAVE MART EMPLOYEE APP	14.32
	101 - GENERAL FUND	01/19/22	6326	CORPORATE PAYMENT S	PANERA-X-MAS DINNER	53.97
	101 - GENERAL FUND	01/19/22	6326	CORPORATE PAYMENT S	SAVE MART	29.04
	101 - GENERAL FUND	01/19/22	6326	CORPORATE PAYMENT S	STARBUCKS	17.95

101 - GENERAL FUND	01/19/22	6326	CORPORATE PAYMENT S	WALMART	114.18
101 - GENERAL FUND	01/19/22	6326	CORPORATE PAYMENT S	ICSC	50.00
101 - GENERAL FUND	01/19/22	6326	CORPORATE PAYMENT S	ICSC	50.00
101 - GENERAL FUND	01/19/22	6326	CORPORATE PAYMENT S	ICSC	50.00
101 - GENERAL FUND	01/19/22	6326	CORPORATE PAYMENT S	ICSC HOTEL	464.86
101 - GENERAL FUND	01/19/22	6326	CORPORATE PAYMENT S	ICSC HOTEL	464.86
101 - GENERAL FUND	01/19/22	6326	CORPORATE PAYMENT S	LEAGUE OF CA. CITIE	725.00
101 - GENERAL FUND	01/19/22	6326	CORPORATE PAYMENT S	SERVEYMONK	384.00
101 - GENERAL FUND	01/19/22	6326	CORPORATE PAYMENT S	CSMFO	110.00
101 - GENERAL FUND	01/19/22	6326	CORPORATE PAYMENT S	CSMFO	620.00
101 - GENERAL FUND	01/19/22	6326	CORPORATE PAYMENT S	ADOBE	50.97
101 - GENERAL FUND	01/19/22	6326	CORPORATE PAYMENT S	ADOBE	14.99
101 - GENERAL FUND	01/19/22	6326	CORPORATE PAYMENT S	ADOBE	14.99
101 - GENERAL FUND	01/19/22	6326	CORPORATE PAYMENT S	ADOBE	9.99
101 - GENERAL FUND	01/19/22	6326	CORPORATE PAYMENT S	ADOBE	20.99
101 - GENERAL FUND	01/19/22	6326	CORPORATE PAYMENT S	ADOBE	33.99
101 - GENERAL FUND	01/19/22	6326	CORPORATE PAYMENT S	ZOOM	15.89
101 - GENERAL FUND	01/19/22	6326	CORPORATE PAYMENT S	GREY MAN TACTICAL	387.20
101 - GENERAL FUND	01/19/22	6326	CORPORATE PAYMENT S	WPSG THE FIRE STORE	148.61
101 - GENERAL FUND	01/19/22	6326	CORPORATE PAYMENT S	COURTYARD BY MARRIO	318.56
101 - GENERAL FUND	01/19/22	6326	CORPORATE PAYMENT S	COSTCO-WATER DISPEN	195.74
101 - GENERAL FUND	01/19/22	6326	CORPORATE PAYMENT S	ZOOM	13.50
101 - GENERAL FUND	01/19/22	6326	CORPORATE PAYMENT S	AMAZON-SMART TV	256.11
101 - GENERAL FUND	01/19/22	6326	CORPORATE PAYMENT S	FASTRIP-STRUCT FIRE	8.10
101 - GENERAL FUND	01/19/22	6326	CORPORATE PAYMENT S	MCDONALDS-STRUCT FI	16.31
101 - GENERAL FUND	01/19/22	6326	CORPORATE PAYMENT S	STARBUCKS-STRUCT FI	17.95
101 - GENERAL FUND	01/19/22	6326	CORPORATE PAYMENT S	DELL-C/S DESKTOP	259.56
101 - GENERAL FUND	01/19/22	6326	CORPORATE PAYMENT S	AMAZON-COMP. SPEAKE	44.56
101 - GENERAL FUND	01/19/22	6326	CORPORATE PAYMENT S	PC CONNECTION SALES	32.57
101 - GENERAL FUND	01/19/22	6326	CORPORATE PAYMENT S	DELL-LAPTOP	359.70
101 - GENERAL FUND	01/19/22	6326	CORPORATE PAYMENT S	RITE AID-SANTA NIGH	45.00
101 - GENERAL FUND	01/19/22	6326	CORPORATE PAYMENT S	BDN-WEAPON LIGHTS	399.90
101 - GENERAL FUND	01/19/22	6326	CORPORATE PAYMENT S	GALLS-CRIME SCENE T	411.08
101 - GENERAL FUND	01/19/22	6326	CORPORATE PAYMENT S	BATTERY JUNCTIONS	131.21
400 - WELLNESS CENTER	01/19/22	6326	CORPORATE PAYMENT S	PSW-5 DAY PASS & SW	83.98
400 - WELLNESS CENTER	01/19/22	6326	CORPORATE PAYMENT S	LOWES-X-MAS DECOR	78.59
400 - WELLNESS CENTER	01/19/22	6326	CORPORATE PAYMENT S	PANERA-LIGHT'S UP	143.92
400 - WELLNESS CENTER	01/19/22	6326	CORPORATE PAYMENT S	SAVE MART-LIGHT'S U	89.06
400 - WELLNESS CENTER	01/19/22	6326	CORPORATE PAYMENT S	DOLLAR TREE-X-MAS D	27.19
400 - WELLNESS CENTER	01/19/22	6326	CORPORATE PAYMENT S	RITE AID-X-MAS DECO	127.14
400 - WELLNESS CENTER	01/19/22	6326	CORPORATE PAYMENT S	HOME DEPOT-X-MAS DE	46.32
400 - WELLNESS CENTER	01/19/22	6326	CORPORATE PAYMENT S	EMPLOYEE APPRECIATION SUP	19.98
400 - WELLNESS CENTER	01/19/22	6326	CORPORATE PAYMENT S	DRIP	19.00
400 - WELLNESS CENTER	01/19/22	6326	CORPORATE PAYMENT S	AMAZON-DEPT. SUPPLI	54.34
400 - WELLNESS CENTER	01/19/22	6326	CORPORATE PAYMENT S	SAVE MART-COOKIES	20.08
400 - WELLNESS CENTER	01/19/22	6326	CORPORATE PAYMENT S	CUSHMAN PARADE DECO	33.26
400 - WELLNESS CENTER	01/19/22	6326	CORPORATE PAYMENT S	AMAZON-DEPT. SUPPLI	148.98
400 - WELLNESS CENTER	01/19/22	6326	CORPORATE PAYMENT S	RITE AID-X-MAS DECO	54.34
400 - WELLNESS CENTER	01/19/22	6326	CORPORATE PAYMENT S	JOANN- STARS PROGRA	277.17
400 - WELLNESS CENTER	01/19/22	6326	CORPORATE PAYMENT S	WALMART-STARS PROGR	320.20
400 - WELLNESS CENTER	01/19/22	6326	CORPORATE PAYMENT S	ADOBE	14.99
400 - WELLNESS CENTER	01/19/22	6326	CORPORATE PAYMENT S	TARGET- TV DISPLAY	399.29
552 - WATER	01/19/22	6326	CORPORATE PAYMENT S	AMAZON-LAPTOP MOUSE	52.18
552 - WATER	01/19/22	6326	CORPORATE PAYMENT S	OVERSTOCK-CS DIRECT	415.19
553 - SEWER	01/19/22	6326	CORPORATE PAYMENT S	AMAZON-SPEAKERS	21.74
553 - SEWER	01/19/22	6326	CORPORATE PAYMENT S	D&S SALES-CRANE CAB	95.02
553 - SEWER	01/19/22	6326	CORPORATE PAYMENT S	OVERSTOCK-CS DIRECT	415.19
554 - REFUSE	01/19/22	6326	CORPORATE PAYMENT S	AMAZON-COMPUTERS	130.48
554 - REFUSE	01/19/22	6326	CORPORATE PAYMENT S	OVERSTOCK-CS DIRECT	415.19
554 - REFUSE	01/19/22	6326	CORPORATE PAYMENT S	AMAZON-WEBCAM	115.23
20378					\$1,370.88
101 - GENERAL FUND	01/19/22	5747	UNITED STAFFING	MAYRA C.	322.56
101 - GENERAL FUND	01/19/22	5747	UNITED STAFFING	JONATHAN & MARCOS	349.44
101 - GENERAL FUND	01/19/22	5747	UNITED STAFFING	JONATHAN & MARCOS	349.44
101 - GENERAL FUND	01/19/22	5747	UNITED STAFFING	JONATHAN & MARCOS	349.44
20379					\$612.11
101 - GENERAL FUND	01/19/22	4240	VALLEY UNIFORM CENT	SHIRTS, PATCH,HEMMI	223.54
101 - GENERAL FUND	01/19/22	4240	VALLEY UNIFORM CENT	NAVY APPAREL, HEMM	102.03
101 - GENERAL FUND	01/19/22	4240	VALLEY UNIFORM CENT	MK4 HOLDER	36.88
101 - GENERAL FUND	01/19/22	4240	VALLEY UNIFORM CENT	BIANCHI,GLOVE & BEL	149.66
101 - GENERAL FUND	01/19/22	4240	VALLEY UNIFORM CENT	BLACK SHOES	100.00
20380					\$656.88
101 - GENERAL FUND	01/19/22	1041	VERIZON WIRELESS	642065758-00001 DEC	40.83
101 - GENERAL FUND	01/19/22	1041	VERIZON WIRELESS	642065758-00004 DEC	616.05
20381					\$111.54
306 - COVID-19 ARPA FUND	01/19/22	276	PORTERVILLE RECORDE	AD#00079257-ARPA PL	111.54
20382					\$110,000.00
306 - COVID-19 ARPA FUND	01/19/22	6732	RETAIL STRATEGIES,	ECONOMIC DEVELOPMENT - ARPA	40,000.00
306 - COVID-19 ARPA FUND	01/19/22	6732	RETAIL STRATEGIES,	DOWNTOWN STRATEGIES - ARPA	70,000.00
IWO114					\$400.00
101 - GENERAL FUND	01/14/22	6727	EXPERTPAY	TULARE CO IWO	400.00
IWO121					\$706.99
101 - GENERAL FUND	12/28/21	3042	STATE DISBURSEMENT	12/15/21 CHIS ALLAR	706.99
PPAPD1					\$571.71
101 - GENERAL FUND	01/06/22	457	PUBLIC EMPLOYEES RE	RETRO NEYBA PD123	331.97

101 - GENERAL FUND	01/06/22	457	PUBLIC EMPLOYEES RE	RETRO MYRA PD123	17.12
101 - GENERAL FUND	01/06/22	457	PUBLIC EMPLOYEES RE	RETRO DEMPSIE PD123	13.98
101 - GENERAL FUND	01/06/22	457	PUBLIC EMPLOYEES RE	RETRO NEYBA PD123	179.57
101 - GENERAL FUND	01/06/22	457	PUBLIC EMPLOYEES RE	RETRO MYRA PD123	15.23
101 - GENERAL FUND	01/06/22	457	PUBLIC EMPLOYEES RE	RETRO DEMPSIE PD123	13.84
SRV012					\$24,653.65
101 - GENERAL FUND	01/19/22	457	PUBLIC EMPLOYEES RE	CITY PAID 433 PERS	4,580.87
101 - GENERAL FUND	01/19/22	457	PUBLIC EMPLOYEES RE	CITY PAID 434 PERS	6,623.91
101 - GENERAL FUND	01/19/22	457	PUBLIC EMPLOYEES RE	CITY PAID PERPA 263	2,321.64
101 - GENERAL FUND	01/19/22	457	PUBLIC EMPLOYEES RE	CITY PAID PERPA 253	1,621.92
101 - GENERAL FUND	01/19/22	457	PUBLIC EMPLOYEES RE	CITY PAID PERPA 253	303.67
101 - GENERAL FUND	01/19/22	457	PUBLIC EMPLOYEES RE	EE PAID 433 PERS	2,549.88
101 - GENERAL FUND	01/19/22	457	PUBLIC EMPLOYEES RE	EE PAID 434 PERS	2,680.51
101 - GENERAL FUND	01/19/22	457	PUBLIC EMPLOYEES RE	EE PAID PERPA 26330	2,064.72
101 - GENERAL FUND	01/19/22	457	PUBLIC EMPLOYEES RE	EE PAID PERPA 25355	1,605.86
101 - GENERAL FUND	01/19/22	457	PUBLIC EMPLOYEES RE	EE PAID PERPA 25354	300.67
SRV122					\$25,100.74
101 - GENERAL FUND	01/06/22	457	PUBLIC EMPLOYEES RE	CTPD 433 1212-1225	4,457.21
101 - GENERAL FUND	01/06/22	457	PUBLIC EMPLOYEES RE	CPTD 434 1212-1225	7,097.38
101 - GENERAL FUND	01/06/22	457	PUBLIC EMPLOYEES RE	CPTD 26330 1212-122	2,290.17
101 - GENERAL FUND	01/06/22	457	PUBLIC EMPLOYEES RE	CPTD 25355 1212-122	1,641.45
101 - GENERAL FUND	01/06/22	457	PUBLIC EMPLOYEES RE	CPTD 25354 1212-122	300.06
101 - GENERAL FUND	01/06/22	457	PUBLIC EMPLOYEES RE	MBPD 433 1212-1225	2,479.35
101 - GENERAL FUND	01/06/22	457	PUBLIC EMPLOYEES RE	MBPD 434 1212-1225	2,876.09
101 - GENERAL FUND	01/06/22	457	PUBLIC EMPLOYEES RE	MBPD 26330 1212-122	2,036.74
101 - GENERAL FUND	01/06/22	457	PUBLIC EMPLOYEES RE	MBPD 25355 1212-122	1,625.20
101 - GENERAL FUND	01/06/22	457	PUBLIC EMPLOYEES RE	MBPD 253354 1212-12	297.09



STAFF REPORT

TO: Lindsay City Council
FROM: Juana Espinoza, Finance Director
DEPARTMENT: Finance Department
ITEM NO.: 10.1
MEETING DATE: January 25, 2022

ACTION & RECOMMENDATION

First Reading of **Ordinance 595**, An Ordinance of the City of Lindsay Amending Chapter 3.30 of the Lindsay Municipal Code, Adding a Utility Users Tax to Prepaid Telephony Services for General Purposes

- a. Consider Approval of **Resolution 22-02**, Authorizing the City Manager to Execute Agreement with the California Department of Tax and Fee Administration for Implementation of the Local Prepaid Mobile Telephony Services Collection Act
- b. Consider the Approval of **Resolution 22-03**, Authorizing the Examination OF Prepaid Mobile Telephony Service's Surcharge and Local Charge Records

BACKGROUND | ANALYSIS

In 2014, the California State Legislature passed AB 1717 enacting the Prepaid Mobile Telephony Service Surcharge Collection Act. This bill would, on and after January 1, 2016, suspend the authority of a city, including any charter city, to impose a utility user tax on the consumption of prepaid communications services under tax laws existing prior to January 1, 2016.

AB 1717 would instead require the utility user tax rate for prepaid telephony services to be applied during that period under any ordinance to be at specified tiered rates to be collected and administered by the State Board of Equalization, deposited in the Local Charges for Prepaid Mobile Telephony Services Fund, and transmitted to the city, county, or a city and county, as provided.

Further, AB1717 specified that a change in a utility user tax rate for prepaid telephony services or access charge rate resulting from either the rate limitations or the end of the suspension period is not subject to voter approval under either statute or Article XIII C of the California Constitution. This bill would require these local charges imposed by a city, county, or a city and county be administered and collected by the State Board of Equalization, deposited in the Local Charges for Prepaid Mobile Telephony Services Fund, which this bill would create, and transmitted to the city, county, or a city and county, as provided.

The California Department of Tax and Fee Administration has approved updated language to our municipal code section 3.30 Utility Users Tax to incorporate the approved tiered rate for prepaid telephony services. The tiered rate for the utility user tax, as identified in section 42102 is 5.50%



STAFF REPORT

Staff recommends updating existing municipal code language to include the utility users rate for prepaid telephony services to provide additional revenue to the general fund in future years.

FISCAL IMPACT

FUND: 101

REVENUE ACCOUNT: 309090 UTILITY USERS TAX

ATTACHMENTS

- Notice of public hearing published January 15, 2022 in the Porterville Recorder
- Ordinance 595 – Redlined
- Resolution 22-02, A Resolution Authorizing the City Manager to Execute Agreement with the California Department of Tax and Fee Administration for Implementation of the Local Prepaid Mobile Telephony Services Collection Act
- Resolution 22-03, A Resolution Authorizing the Examination of Prepaid Mobile Telephony Services Surcharge and Local Charge Records
- Local Charge Agreement
- Certification

CITY OF LINDSAY PUBLIC HEARING NOTICE

Date: Tuesday, January 25, 2022
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 LINDSAY CITY COUNCIL will hold a PUBLIC HEARING to solicit public comments relating to the following matter:

FIRST READING OF ORDINANCE NO. 595
AN ORDINANCE OF THE CITY OF LINDSAY AMENDING TITLE 3 OF THE LINDSAY MUNICIPAL CODE,
AMENDING UTILITY USERS TAX

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 PARTIES are encouraged to attend said PUBLIC HEARING to ask questions, express opinions and/or submit evidence for or against the matter. Written comments 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, Lindsay, CA 93247, or via email to 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

Dated: January 12, 2022

ORDINANCE NO. 595

AN ORDINANCE OF THE CITY OF LINDSAY AMENDING CHAPTER 3.30 OF THE LINDSAY MUNICIPAL CODE, ADDING A UTILITY USERS TAX TO PREPAID TELEPHONY SERVICES FOR GENERAL PURPOSES

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

Section 1: PURPOSE. The provisions of this ordinance are intended to amend Chapter 3.30 of the City of Lindsay Municipal Code.

Section 2. CODE ENACTMENT. Lindsay Municipal Code, Chapter 3.30 is hereby amended as follows:

3.30 Utility Users Tax

3.30.010 Description And Purpose

The purpose of this chapter is to impose a general tax, herein referred to as a "utility users tax," as a revenue measure to provide funds to pay the usual and necessary expenses of the city. The proceeds shall be paid into the General Fund of the city to be expended only for expenses of the city chargeable to the general fund. Proceeds of the tax shall be general fund moneys available for any municipal purpose.
(Ord. 458 § 1 (part), 1994)

3.30.020 Definitions

The following words and phrases, whenever used in this chapter, shall be construed as defined in this section:

"City" means the city of Lindsay.

"Gas" means natural or manufactured gas or any alternate hydrocarbon fuel which may be supplied by pipeline to a service user by a service supplier.

"Miscellaneous subscriber paid services" means electronically transmitted financial, news, sports, entertainment, educational, information and shopping service furnished to service users for a fee.

"Month" means a calendar month.

"Person" means any domestic or foreign corporation, firm, association, syndicate, joint stock company, partnership of any kind, joint venture, club, Massachusetts business or common law trust, society, or individual.

"Service supplier" means any entity required to collect or self-impose and remit a tax as

imposed by this chapter. "Sewer service" means the collection of domestic, commercial or industrial liquid waste and disposal thereof by primary, secondary or tertiary treatment, followed by recycling or by land application.

"Subscriber paid television" means television service furnished to subscribers for a fee irrespective of the manner in which service is received, whether by cable or other means.

"Tax administrator" means the person or persons so designated from time to time by the city manager of the city of Lindsay.

"Telephone corporation," "electrical corporation," "gas corporation," "water corporation," "cable television corporation," "sewer system corporation," and "refuse (solid waste) corporation," shall have the same meanings as defined in Sections 215.5, 218, 222, 230.6, 234, and 241 of the California Public Utilities Code, and 40193 of the Public Resources Code respectively, except "electrical corporation," "gas corporation," "water corporation," "sewer system corporation" and "refuse (solid waste) corporation" shall also be construed to include the city itself, any municipality, franchised agency, governmental agency, public agency, broker/marketer or person engaged in the selling or supplying of electrical power or gas or water or refuse service or sewer service to a service user. Cable television corporations shall include all television service received by a service user paid by subscription without reference to the means or manner of the transmission of the signal for which the subscriber is charged.

(Ord. 458 § 1 (part), 1994)

3.30.030 Exemptions

Nothing in this section shall be construed as imposing a tax upon:

- A. The county of Tulare, the state or the United States, or upon the Lindsay Unified School District or Lindsay Elementary School District or upon any other person, the imposition of which will be in violation of the laws of the United States or the state or the Constitution of the United States or the state;
- B. Any service user using gas or electrical energy for propulsion of farming tools and equipment, fork lifts, operation of stationary mechanical equipment used in the growing of crops, including wind machines and irrigation water wells and return and pressure systems;
- C. Bottled gas without regard to the nature of use;

~~D. Cellular telephone service;~~

E.D. Water delivered by a service supplier, other than the city, to a service user for the irrigation of lands devoted to the production of crops for sale;

~~F.E.~~ Bottled water service.

(Ord. 458 § 1 (part), 1994)

3.30.040 Maximum Tax Alternative

- A. The maximum annual tax levied by this chapter to be paid by any single service user for one location under this chapter, shall be one thousand dollars per year, per utility. The phrase "one location" as used in this subsection means one or more contiguous sites not divided by a public street for which the service user receives one or more utility billings.
- B. A utility service user, to qualify for the payment of a maximum tax pursuant to this chapter, must qualify for such right in the manner hereinafter provided and must comply with each and all of the following provisions:
 - 1. The utility service user shall make written application on forms supplied by the tax administrator on or before June 1st of the year immediately preceding the fiscal year in which the maximum tax would be applicable or within thirty days after the commencement of the receipt of such utility service within the city. In the event of a new utility service, in such application the utility service user shall request, in writing, to pay the maximum tax to which the utility service tax will apply in lieu of tax payments billed by the utility service supplier.
 - 2. The tax year to which the maximum limitations shall apply shall be from July 1st of each year until the next succeeding June 30th. For the period of time from December 1, 1994, to June 30, 1995, the maximum tax shall be prorated on a calendar month basis.
 - 3. Said application shall include the utility user's name, applicable service location to which the maximum tax is to be applied, and the specific utility or utilities to which the maximum tax will be paid, together with such other information as may be required by the tax administrator.
 - 4. The service user shall obtain the written approval of the tax administrator to pay the maximum tax.
 - 5. The service user shall make payment of the maximum tax, for each applicable utility service, directly to the tax administrator, on or before July 1st of the fiscal year for which the maximum tax is to be paid. In the event of a new utility service, within thirty days after commencement of the receipt of such utility service at such location or within thirty days after the commencement of the levy of the tax.
 - 6. The tax administrator shall provide to each applicable utility service

provider a copy of the approved application to pay maximum tax and a copy of proof of payment of said maximum tax.

C. Commencing on July 1, 1996, and annually on July 1st of each year thereafter, the maximum tax payable pursuant to this chapter shall be adjusted by reference to the Consumer Price Index issued by the Bureau of Labor Statistics of the United States Department of Labor for Urban Consumers in the State of California or such other consumer price index issued by the Bureau of Labor Statistics in replacement thereof as follows:

1. The applicable consumer price index in effect on December 1, 1994, shall be deemed to be the base for determining any increase in the maximum tax.
2. The consumer price index for June 1st of each succeeding year commencing on June 1, 1996, shall be determined.
3. If the consumer price index established under subsection (C)(2) of this section is greater than the consumer price index determined under subsection (C)(1) of this section, the difference shall be determined.
4. The percentage increase in the consumer price index over and above that established under subsection (C)(1) of this section shall be the percentage increase in the maximum tax.
5. For computing the increase in the maximum tax each year, the base shall be the amount used to determine the increase for the previous period under subsection (C)(2) of this section.
6. To make the computation each year, the difference between the price index figure determined under subsection (C)(1) of this section and the price index figure determined under subsection (C)(2) of this section, shall be ascertained by subtracting the lesser from the greater. If the resulting figure is a negative figure, no increase in the maximum tax shall result. If a positive figure results, said change will be applied to establish a revised maximum annual tax.
7. For the purpose of making the computation of the maximum tax pursuant to this subsection, the tax administrator shall make the computation required by this subsection as of June 1st of each year. After making such computation, the tax administrator shall notify all persons known to him that are contemplating the exercise of a service user's right to pay the maximum tax. The annual computation of the maximum tax made by the tax administrator shall be binding upon all persons subject to the maximum tax. The computation of the maximum tax made by the tax

administrator shall be binding upon all persons, bodies, or agencies subject to the tax or seeking to review or modify the same.

- D. Any utility service user who is qualified for the payment of a maximum tax pursuant to the provisions set forth hereinabove shall thereafter not be taxed by the utility service provider for the fiscal year within which the utility service user has qualified for the payment of the maximum tax and paid the tax. The utility service provider shall not be responsible for the collection of the applicable utility tax for any party that has qualified for payment of the maximum tax as set forth hereinabove.
- E. No utility service user shall be entitled to pay only the maximum tax, or to any refund for any payments made in excess of the maximum tax, unless he/she has satisfied the terms and conditions of subsection B of this section.

(Ord. 458 § 1 (part), 1994)

3.30.050 Telephone Users Tax

- A. There is imposed a tax on the amounts paid for all intrastate, interstate and international telephone services, except cellular telephone service, by every person in the city using such services. The tax imposed by this section shall be at the rate of six percent of the charges made for such services and shall be paid by the person paying for such services.
- B. As used in this section, the term "charges" shall not include charges for services paid for by inserting coins in coin-operated telephones except that where such coin-operated service is furnished for a guaranteed amount, the amounts paid under such guarantee, plus any fixed monthly or other periodic charge, shall be included in the base for computing the amount of tax due; nor shall the term "charges" include charges for any type of service or equipment furnished by a service supplier subject to public utility regulations during any period in which the same or similar services or equipment are also available for sale or lease from persons other than a service supplier subject to public utility regulation; nor shall the words "telephone communication services" include cellular land and noncellular mobile service or maritime mobile services as defined in Section 2.1 of Title 47 of the Code of Federal Regulations, as said section existed on January 1, 1970. The term "telephone communication services" refers to that service which provides access to a telephone system and the privilege of telephone quality communication with substantially all persons having telephone stations which are part of such telephone system to the extent not prohibited by federal and/or state law, now or in the future. The tax imposed by this section applies to all telephone communication service however charge or billed, including, but not limited to prepaid services, post-paid services, 800 services (or any other toll-free numbers), or 900 services. The telephone users tax is intended to, and does, apply to all qualified charges billed to a telephone account having a situs in the city, irrespective of whether a particular communication service

originates and/or terminates within the city. The tax imposed by this section shall in no instance exceed tax rates allowed under state or federal tax laws.

- C. The tax imposed by this section shall be collected from the service user by the person providing the telephone communication services, or the person receiving payment for such services. The amount of the tax collected in one month shall be remitted to the tax administrator on or before the last day of the following month or as agreed to under the provisions of Section 3.30.170(C).
- D. Notwithstanding the provisions of subsection A of this section, the tax imposed under this section shall not be imposed upon any person for using telephone communication services to the extent that the amounts paid for such services are exempt from or not subject to the tax imposed under Division 2, Part 20, of the California Revenue and Taxation Code, or the tax imposed under Section 4251 of the Internal Revenue Code.

(Ord. 458 § 1 (part), 1994)

3.30.060 Electricity Users Tax

- A. There is imposed a tax upon every person using electrical energy in the city. The tax imposed by this section shall be at the rate of six percent of the charges made for such energy and shall be paid by the person paying for such electrical energy. The tax applicable to electrical energy provided by self-production or a nonutility supplier shall be determined by applying the tax rate to the equivalent charges the service user would have incurred if the energy used had been provided by the electrical corporation franchised by the city. Rate schedules for this purpose shall be available from the city. Nonutility suppliers shall install and maintain an appropriate utility-type metering system which will enable compliance with this section, or may arrange another methodology for applying the tax acceptable to the tax administrator. "Charges," as used in this section, shall include charges made for: (1) metered energy and (2) minimum charges for service, including customer charges, service charges, demand charges, standby charges and all other annual and monthly charges, fuel or other cost adjustments.
- B. The tax imposed in this section shall be collected from the service user by the energy service supplier or nonutility supplier. An energy supplier providing wheeling services only for delivery of electricity through its distribution system shall collect the tax from the service user based upon the cost of wheeling the electricity. The tax on energy provided by self-production or by a nonutility supplier shall be collected and remitted in the manner set forth in Section 3.30.080. The amount of the tax collected in one month shall be remitted to the tax administrator on or before the last day of the following month or as agreed to under the provisions of Section 3.30.170(C).

(Ord. 458 § 1 (part), 1994)

3.30.070 Gas Users Tax

- A. There is imposed a tax upon every person using gas in the city, which is transported through a pipeline distribution system. The tax imposed by this section shall be at the rate of six percent of the charges made for such gas and shall be paid by the person paying for the gas. The tax applicable to gas provided by a nonutility supplier shall be determined by applying the tax rate, to the equivalent charges the service user would have incurred if the gas or gas transportation had been provided by a gas corporation franchised by the city. "Charges" as used in this section shall include: (1) the charge for gas which is delivered through a gas pipeline distribution system; (2) gas transportation charges; and (3) demand charges, service charges, customer charges, minimum charges, annual and monthly charges.
- B. The tax imposed in this section shall be collected from the service user by the energy service supplier or nonutility supplier. An energy supplier providing transportation services only for delivery of gas through a pipeline distribution system shall collect the tax from the service user based upon the cost of transporting the gas. The tax on energy provided by self-production or by a nonutility supplier shall be collected and remitted in the manner set forth in Section 3.30.080. The amount of the tax collected in one month shall be remitted to the tax administrator on or before the last day of the following month or as agreed to under the provisions of Section 3.30.170(C).

(Ord. 458 § 1 (part), 1994)

3.30.080 Collection Of Tax From Service Users Receiving Gas Or Electricity From Nonutility Suppliers

- A. Any service user subject to the tax imposed by Section 3.30.050, 3.30.060 or 3.30.070 hereof, who produces electricity or gas for self-use or who receives electricity or gas directly from a nonutility supplier, shall report said fact to the tax administrator and remit the tax due directly to the city within thirty days of such use.
- B. The tax administrator may require said service user to identify its nonutility supplier and provide, subject to audit, filed tax returns or other satisfactory evidence documenting the quantity of electricity or gas used and the price thereof.

(Ord. 458 § 1 (part), 1994)

3.30.090 Water Users Tax

- A. There is imposed a tax upon every person in the city using water which is delivered by the city by mains or pipes. The tax imposed by this section shall be at the rate of six percent of the charges made for such water and shall be paid by the person paying for such water.

- B. The tax imposed in this section shall be collected from the service user by the person supplying the water. The amount collected in one month shall be remitted to the tax administrator on or before the last day of the following month or as agreed to under the provisions of Section 3.30.170(C).

(Ord. 458 § 1 (part), 1994)

3.30.100 Subscriber-Paid Television

- A. There is imposed a tax upon every person in the city using subscriber-paid television service. The tax imposed by this section shall be at the rate of six percent of the charges made for such service and shall be paid by the person paying for such service.
- B. The tax imposed in this section shall be collected from the service user by the person furnishing the subscriber-paid television service. The amount of the tax collected in one month shall be remitted to the tax administrator on or before the last day of the following month or as agreed to under the provisions of Section 3.30.170(C).
- C. Notwithstanding any other provision of this section, a service user receiving subscriber-paid television services directly from a nonutility supplier, or otherwise not having the full tax due, billed and collected by the service supplier, shall report said fact to the tax administrator within thirty days of said use; and shall remit the amount of tax due directly to the city.

(Ord. 458 § 1 (part), 1994)

3.30.110 Refuse Users Tax

- A. There is imposed a tax upon every person in the city using refuse service. The tax imposed by this section shall be at the rate of six percent of the charges made for such service and shall be paid by the person paying for such services.
- B. The tax imposed in this section shall be collected from the service user by the person furnishing the refuse service. The amount of the tax collected in one month shall be remitted to the tax administrator on or before the last day of the following month or as agreed to under the provisions of Section 3.30.170(C).

(Ord. 458 § 1 (part), 1994)

3.30.120 Sewer Users Tax

- A. There is imposed a tax upon every person in the city using sewer service. The tax imposed by this section shall be at the rate of six percent of the charges made for such service and shall be paid by the person paying for such services.

- B. The tax imposed in this section shall be collected from the service user by the person furnishing the sewer service. The amount of the tax collected in one month shall be remitted to the tax administrator on or before the last day of the following month or as agreed to under the provisions of Section 3.30.170(C).

(Ord. 458 § 1 (part), 1994)

3.30.130 Miscellaneous Subscriber-Paid Service Users Tax

- A. There is imposed a tax upon every person in the city using miscellaneous subscriber-paid services, other than a subscriber-paid television service. The tax imposed by this section shall be at the rate of six percent of the charges made for such service and shall be paid by the person paying for such service.
- B. The tax imposed in this section shall be collected from the service user by the person furnishing the miscellaneous subscriber-paid television service. The amount of the tax collected in one month shall be remitted to the tax administrator on or before the last day of the following month or as agreed to under the provisions of Section 3.30.170(C).
- C. Notwithstanding any other provision of this ordinance, a service user receiving miscellaneous subscriber-paid television services directly from a nonutility supplier, or otherwise not having the full tax due, billed and collected by the service supplier, shall report said fact to the tax administrator within thirty days of said use; and shall remit the amount of tax due directly to the city.

(Ord. 458 § 1 (part), 1994)

3.30.140 Interest And Penalty

- A. Taxes collected from a service user which are not remitted to the tax administrator on or before the due dates provided in this chapter are delinquent. Should the due date occur on a weekend or legal holiday, the return may be postmarked on the first regular working day following a Saturday, Sunday or legal holiday.
- B. Interest for delinquency in remittance of any tax collected or any deficiency determination shall attach and be paid by the person required to collect and remit at the rate of one and one-half percent per month of the total tax collected or imposed herein.
- C. The tax administrator shall have the power to impose additional penalties upon persons required to collect and remit taxes under the provisions of this chapter for fraud or negligence in reporting or remitting at the rate of fifteen percent of the amount of the tax collected or as recomputed by the tax administrator.

(Ord. 458 § 1 (part), 1994)

3.30.150 Actions To Collect

Any tax required to be paid by a service user under the provisions of this chapter shall be deemed a debt owed by the service user to the city. Any such tax collected from a service user which has wilfully been withheld from the tax administrator shall be deemed a debt owed to the city by the person required to collect and remit. Any person owing money to the city under the provisions of this chapter shall be liable to an action brought in the name of the city for the recovery of such amount, together with attorney's fees and costs.

(Ord. 458 § 1 (part), 1994)

3.30.160 Duty To Collect, Procedures

The duty to collect and remit the taxes imposed by this chapter shall be performed as follows:

- A. Notwithstanding the provisions of any other section of this chapter, the tax shall be collected insofar as practicable at the same time as and along with the charges made in accordance with the regular billing practices of the service supplier. Where the amount paid by a service user to a service supplier is less than the full amount of the energy charge and tax which has accrued for the billing period, such amount and any subsequent payments by a service user shall be applied to the utility charge first until such charge has been fully satisfied. Any remaining balance shall be applied to taxes due. In those cases where a service user has notified the service supplier of refusal to pay the tax imposed under this chapter, Section 3.30.170 will apply.
- B. The duty to collect tax from a service user shall commence with the beginning of the first full regular billing period applicable to the service user where all charges normally included in such regular billing are subject to the provisions of this chapter. Where a person received more than one billing, one or more being for different periods than another, the duty to collect shall arise separately for each billing.

(Ord. 458 § 1 (part), 1994)

3.30.170 Additional Power And Duties Of Tax Administrator

- A. The tax administrator shall have the power and duty, and is hereby directed, to enforce each and all of the provisions of this chapter.
- B. The tax administrator shall have the power to adopt rules and regulations not inconsistent with provisions of this chapter for the purpose of carrying out and enforcing the payment, collection and remittance of the taxes herein imposed. A copy of such rules and regulations shall be on file in the tax administrator's office.
- C. The tax administrator may make administrative agreements to vary the strict requirements of this chapter so that collection of any tax imposed herein may be made in conformance with the billing procedures of a particular service supplier so

long as said agreements result in collection of the tax in conformance with the general purpose and scope of this chapter. A copy of each such agreement shall be on file in the tax administrator's office.

- D. The tax administrator shall determine the eligibility of any person who asserts a right to exemption from the tax imposed by this chapter. The tax administrator shall provide the service supplier with the name of any person whom the tax administrator determines is exempt from the tax imposed hereby, together with the address to which service is supplied to any such exempt person.
- E. The tax administrator shall provide written notice to all service suppliers of any change in the city's boundaries within thirty days after the effective date of such change. Said notice shall set forth the revised boundaries by street and address along with a copy of the final annexation order from the Local Agency Formation Commission. The tax imposed shall apply to charges appearing on bills rendered as soon thereafter as the service supplier is able to arrange for bookkeeping and accounting functions so that the tax imposed can be billed to and/or collected from the service user, but in no case more than ninety days after said effective date.

(Ord. 458 § 1 (part), 1994)

3.30.180 Assessment, Administrative Remedy

- A. The tax administrator may make an assessment for taxes not remitted by a person required to remit.
- B. Whenever the tax administrator determines that a service user has deliberately withheld the amount of the tax owed by the service user from the amounts remitted to a person required to collect the tax, or that a service user has refused to pay the amount of tax to such person, or whenever the tax administrator deems it in the best interest of the city, the tax administrator may relieve such person of the obligation to collect taxes due under this chapter from certain named service users for specified billing periods.
- C. The service supplier shall provide the city with amounts refused and/or unpaid with the names and addresses of the service users neglecting to pay the tax imposed under provisions of this chapter.
- D. The tax administrator shall notify the service user that the tax administrator has assumed responsibility to collect the taxes due for the stated periods and demand payment of such taxes. The notice shall be served on the service user by personal delivery or by deposit of the notice in the United States mail, postage prepaid thereon, addressed to the service user at the address to which billing was made by the person required to collect the tax; or, should the service user have changed addresses, to the last known address. If a service user fails to remit the tax to the tax

administrator within fifteen days from the date of the service of the notice, which shall be the date of mailing if service is not accomplished in person, a penalty of twenty-five percent of the amount of the tax set forth in the notice shall be imposed, but not less than five dollars. The penalty shall become a part of the tax herein required to be paid. Interest shall accrue from the date due at the rate of one and one-half percent per month.

- E. In the event suit is instituted for any taxes becoming due to the city under this chapter, the court shall award a reasonable attorney's fee to the city.

(Ord. 458 § 1 (part), 1994)

3.30.190 Records

- A. It shall be the duty of every person required to collect and remit to the city any tax imposed by this chapter to keep and preserve, for a period of three years, all records as may be necessary to determine liability for the remittance to the tax administrator, which records the tax administrator shall have the right to inspect at all reasonable times.
- B. A person providing transportation services of any utility to a user for delivery through any distribution system shall make available to the tax administrator records of the names and addresses of service users for whom only transportation services are provided by such persons. All information provided to the tax administrator pursuant to this section shall be used solely for the purposes of this chapter.

(Ord. 458 § 1 (part), 1994)

3.30.200 Refunds

- A. Whenever the amount of any tax has been overpaid or paid more than once or has been erroneously or illegally collected or received by the tax administrator under this chapter, it may be refunded by the tax administrator. No utility service user shall be entitled to a refund, nor may a utility service supplier apply for a refund, for the payment of a utility user's tax in excess of the maximum tax established by the council. It is the intent of this chapter that the only means for limiting payment of the utility user's taxes to any maximum amount established by the city council is for the utility service user to avail itself of the provisions of Section 3.30.040 of this chapter.
- B. Any service user who is qualified under this section shall be entitled to a refund. The refund referred to in this subsection shall be one-third of the total utility taxes paid under this chapter by such person for utility services supplied to his/her primary residence for each full fiscal year after he/she has reached the age of sixty-two years. To be entitled to the refund referred to in this subsection, the service user shall make a claim for refund directly to the city, only during the months of July and August in

the fiscal year following the year for which refund is claimed. Should the service user fail to make application for such refund during the time referred to in this subsection, the service user's right to such refund shall lapse and terminate.

- C. In making an application for a refund, the service user shall file an application with the tax administrator on the forms supplied by the tax administrator which will be accompanied by a copy of each bill issued by the service supplier showing the tax paid, together with a receipt for payment or the canceled check for the amount of the utility bill.
- D. Upon being satisfied that the applicant is entitled to a refund under the provisions of this chapter, the tax administrator shall be and is authorized, instructed and directed to make the refund applied for.
- E. No refund shall be paid under the provisions of this section unless the claimant establishes the right thereto by written records showing entitlement thereto.
- F. Notwithstanding other provisions of this section, whenever a service supplier, pursuant to an order of the California Public Utilities Commission or a court of competent jurisdiction, makes a refund to service users of charges for past utility services, the taxes paid pursuant to this chapter on the amount of such refunded charges shall also be refunded to service users, and the service supplier shall be entitled to claim a credit for such refunded taxes against the amount of tax which is due upon the next monthly returns. In the event this chapter is repealed, the amounts of any refundable taxes will be borne by the city.

(Ord. 458 § 1 (part), 1994)

Section 4. CEQA REVIEW. The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(2) [the activity will not result in direct or reasonably foreseeable indirect physical changes in the environment].

Section 5. NO LIABILITY. The provisions of this ordinance shall not in any way be construed as imposing any duty of care, liability or responsibility for damage to person or property upon the City of Lindsay, or any official, employee or agent thereof.

Section 6. 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 7. 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 8. 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 9. EFFECTIVE DATE. The foregoing ordinance shall take effect thirty (30) days from the date of the passage hereof. Prior to the expiration of fifteen (15) days from the enactment hereof a certified copy of this ordinance shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1) and a summary shall be published once in the Porterville Recorder, a newspaper printed and published in the City of Porterville, State of California, together with the names of the Council members voting for and against the same.

THE FOREGOING ORDINANCE, read by title only with waiving of the reading in full, was introduced at a regularly scheduled meeting on the ___th day of _____ 2022.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council held on the ___th day of _____ 2022.

CITY COUNCIL OF THE CITY OF LINDSAY

Ramona Caudillo, Mayor

ATTEST:

Mayra Espinoza-Martinez, City Clerk



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

NUMBER 22-02

TITLE **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION FOR IMPLEMENTATION OF THE LOCAL PREPAID MOBILE TELEPHONY SERVICES COLLECTION ACT.**

MEETING At a regularly scheduled meeting of the City Council of the City of Lindsay, held on January 25th, 2022, at the hour of 6:00 p.m. in the Council Chamber at City Hall, 251 E Honolulu Street Lindsay, California 93247, the following resolution was adopted:

WHEREAS, on January 25, 2022, the Lindsay City Council certified that Ordinance No. 595 applies its local charge(s) (access to 911 or communication services and/or utility user tax) to prepaid mobile telephony services; and

WHEREAS, the Local Prepaid Mobile Telephony Services Collection Act, mandates the California Department of Tax and Fee Administration (Department) to administer and collect the local charges for all applicable local jurisdictions (Rev. & Tax Code section 42103); and

WHEREAS, the Department will perform all functions incident to administration and collection of the local charges for the City of Lindsay; and

WHEREAS, the Department requires that the City of Lindsay enter into an “Agreement for State Collection and Administration of Local Charges” prior to implementation of the Local Prepaid Mobile Telephony Services Collection Act, and

WHEREAS, the Department requires that the City Council authorize the agreement;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lindsay that the attached “Agreement for State Collection and Administration of Local Charges” is hereby approved and the City Manager is hereby authorized to execute the agreement.

RESOLUTION NO. 22-02
Page 1 of 2

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

MEETING DATE	January 25, 2022
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

RESOLUTION NO. 22-02
Page 2 of 2



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

NUMBER 22-03

TITLE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY AUTHORIZING THE EXAMINATION FO PREPAID MOBILE TELPEHONY SERVICES SURCHARGE AND LOCAL CHARGE RECORDS

MEETING At a regularly scheduled meeting of the City Council of the City of Lindsay, held on January 25th, 2022, at the hour of 6:00 p.m. in the Council Chamber at City Hall, 251 E Honolulu Street Lindsay, California 93247, the following resolution was adopted:

WHEREAS, pursuant to Ordinance No. 595, of the City of Lindsay and the Local Prepaid Mobile Telephony Services Collection Act, the City of Lindsay hereinafter called Local Jurisdiction, entered into a contract with the California Department of Tax and Fee Administration, hereafter referred to as the Department, to perform all functions incident to the administration and collection of the prepaid mobile telephony services surcharge and local charges (Rev. & Tax. Code, § 42101.5); and

WHEREAS, the Local Jurisdiction deems it desirable and necessary for authorized representatives of the Local Jurisdiction to examine confidential prepaid mobile telephony services surcharge and local charge records pertaining to the prepaid mobile telephony services surcharge and local charges collected by the Department for the Local Jurisdiction pursuant to that contract; and

WHEREAS, the Department will make available to the Local Jurisdiction any information that is reasonably available to the Department regarding the proper collection and remittance of a local charge of the Local Jurisdiction by a seller, including a direct seller, subject to the confidentiality requirements of Sections 7284.6, 7284.7 and 19542 of the Revenue and Taxation Code; and

WHEREAS, Sections 42110 and 42103 of the Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of California Department of Tax and Fee Administration records and establishes criminal penalties for the unlawful disclosure of information contained in or derived from the prepaid mobile telephony services surcharge and local charge records of the Department;

RESOLUTION NO. 22-03
Page 1 of 4



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 Director of Finance or other officer or employee of the Local Jurisdiction designated in writing by the City Manager to represent the Local Jurisdiction with authority to examine prepaid mobile telephony services surcharge and local charge records of the Department pertaining to prepaid mobile telephony services surcharge and local charges collected for the Local Jurisdiction by the Department pursuant to the contract between the Local Jurisdiction and the Department. The information obtained by examination of Department records shall be used only for purposes related to the collection of the Local Jurisdiction's prepaid mobile telephony services surcharge and local charges by the Department pursuant to the contract.

SECTION 2. That the Director of Finance or other officer or employee of the Local Jurisdiction designated in writing by the City Manager to the Department is hereby appointed to represent the Local Jurisdiction with authority to examine those prepaid mobile telephony services surcharge and local charge records of the Department for purposes related to the following governmental functions of the Local Jurisdiction:

- a) Compliance and enforcement of the Utility Users Tax (Local Charge)

The information obtained by examination of the Department records shall be used only for those governmental functions of the Local Jurisdiction listed above.

SECTION 3. That Muniservices, LLC is hereby designated to examine the prepaid mobile telephony services surcharge and local charges records of the California Department of Tax and Fee Administration pertaining to prepaid mobile telephony services surcharge and local charges collected for the Local Jurisdiction by the Department. The person or entity designated by this section meets all of the following conditions (Rev. & Tax. Code, § 42110, subd. (b)(2)):



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

- a) Has an existing contract with the Local Jurisdiction that authorizes the person to examine the prepaid mobile telephony services surcharge and local charge records;
- b) Is required by that contract with the Local Jurisdiction to disclose information contained in or derived from, those records only to an officer or employee of the Local Jurisdiction authorized by the resolution to examine the information;
- c) Is prohibited by that contract from performing consulting services for a seller during the term of that contract;
- d) Is prohibited by that contract from retaining information contained in, or derived from, those prepaid mobile telephony services surcharge and local charge records, after that contract has expired.

The contract between the Local Jurisdiction and Muniservices, LLC designated by the Local Jurisdiction to request information from the Department shall be subject to the following limitations (Rev. &Tax. Code, § 42103, subd. (g)):

- a) Muniservices, LLC shall, to the same extent as the Department, be subject to the section 55381, relating to unlawful disclosures.
- b) The contract between the Local Jurisdiction and Muniservices, LLC, shall not provide, in whole or in part, in any manner a contingent fee arrangement as payment for services rendered.

BE IT FURTHER RESOLVED THAT The information obtained by examination of the Department records shall only be used for purposes related to the collection of the Local Jurisdiction's prepaid mobile telephony services surcharge and local charges by the Department pursuant to the contract between the Local Jurisdiction and Department, or for purposes related to other governmental functions of the Local Jurisdiction, as identified above in section 2.



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	January 25, 2022
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

AGREEMENT FOR STATE COLLECTION AND ADMINISTRATION OF LOCAL CHARGES

This Agreement is for the purpose of implementing the Local Prepaid Mobile Telephony Services Collection Act (Part 21.1, commencing with Section 42100) of Division 2 of the Revenue and Taxation Code), hereinafter referred to as the Local Charge Act. The _____ and the California Department of Tax and Fee Administration, hereinafter called the Department, do agree as follows:

ARTICLE I DEFINITIONS

Unless the context requires otherwise, wherever the following terms appear in this Agreement they shall be interpreted to mean the following:

A. “Administrative Expenses” means all expenses incurred by the Department in the administration and collection of the local charges, including preparation and wind down costs which are reimbursable to the Department from the revenues collected by the Department on behalf of the local jurisdiction.

B. “Contingent Fee” includes, but is not limited to, a fee that is based on a percentage of the tax liability reported on a return, a fee that is based on a percentage of the taxes owed, or a fee that depends on the specific tax result attained.

C. “Direct Seller” means a prepaid Mobile Telephony Service (MTS) provider or service supplier, as defined in section 41007, that makes a sale of prepaid mobile telephony services directly to a prepaid consumer for any purpose other than resale in the regular course of business. A direct seller includes, but is not limited to, a telephone corporation, a person that provides an interconnected Voice over Internet Protocol (VoIP) service, and a retailer as described in section 42004(b)(1).

D. “Local Charges” means a utility user tax imposed on the consumption of prepaid mobile telephony services, as described in section 42102, and charges for access to communication services or to local “911” emergency telephone systems imposed by a local jurisdiction, as described in section 42102.5.

E. “Local Jurisdiction” or “local agency” means a city, county, or city and county, which includes a charter city, county, or city and county of this State, which has adopted an ordinance imposing a local charge of the kind described in Part 21.1 of Division 2 of the Revenue and Taxation Code and has entered into a contract with the Department to perform all functions incident to the collection of the local charges.

F. “Ordinance” means an ordinance of a local jurisdiction imposing a local charge, including any local enactment relating to the filing of a refund or a claim arising under the ordinance, attached hereto, as amended from time to time.

G. “Quarterly local charges” means the total amount of local charges transmitted by the Department to a local jurisdiction for a calendar quarter, as set forth in section 42106(a)(1).

H. “Refund” means the amount of local charges deducted by the Department from a local jurisdiction’s quarterly local charges in order to pay that jurisdiction’s share of a local charge refund due to one taxpayer.

I. “Section” – all section references are to the Revenue and Taxation Code.

J. “Seller” means a person that sells prepaid mobile telephony service to a person in a retail transaction.

ARTICLE II

DEPARTMENT ADMINISTRATION AND COLLECTION OF LOCAL CHARGES

A. Administration. The Department and the local jurisdiction agree that the Department shall perform functions incident to the collection of the local charges from sellers that are not direct sellers.

B. Collection. The Department shall collect the local charges in the same manner as it collects the prepaid MTS Surcharge in the Prepaid Mobile Telephony Services Surcharge Collection Act, subject to specified limitations in the Local Charge Act for which the local jurisdiction is responsible, as set forth in Article III of this Agreement.

C. Audits. The Department’s audit duties shall be limited to verification that the seller that is not a direct seller complied with the Local Charge Act.

D. Other applicable laws. The Department and the local jurisdiction agree that all provisions of law applicable to the administration and operation of the Local Charge Act, Prepaid Mobile Telephony Services Surcharge Collection Act, and the Fee Collection Procedures Law (FCPL) shall be applicable to the collection of local charges. References in the FCPL to feepayer include a person required to pay the local charge, including the seller. All future amendments to applicable laws are automatically incorporated into this Agreement.

E. Deposit of Local Charges. All local charges collected by the Department shall be deposited in the Local Charges for Prepaid Mobile Telephony Services Fund in the State Treasury to be held in trust for the local taxing jurisdiction. Local charges shall consist of all taxes, charges, interest, penalties, and other amounts collected and paid to the Department, less payments for refunds and reimbursement to the Department for expenses incurred in the administration and collection of the local charges, including preparation and wind-down costs.

F. Allocation of Expenses. The Department shall allocate the total combined annual expenses incurred for administration and collection pursuant to the Prepaid Mobile Telephony Services Surcharge Collection Act and the Local Charge Act on a pro rata basis according to revenues collected for: (1) the emergency telephone users surcharge portion of the prepaid MTS surcharge, (2) the Public Utilities Commission surcharges portion of the prepaid MTS surcharge, and (3) local charges. The Department shall charge a local jurisdiction its pro rata share of the Department’s cost of collection and administration.

G. Transmittal of money. All local charges collected by the Department shall be transmitted to the local jurisdiction once in each calendar quarter. Transmittals may be made by mail or by deposit to the account of the local jurisdiction in a bank designated by that jurisdiction. The Department shall furnish a statement quarterly indicating the amounts paid and withheld for expenses of the Department.

H. Rules. The Department shall prescribe and adopt such rules and regulations as in its judgment are necessary or desirable for the administration and collection of local charges and the distribution of the local charges collected.

I. Security. The Department agrees that any security which it hereafter requires to be furnished under the FCPL section 55022 will be upon such terms that it also will be available for the payment of the claims of the local jurisdiction for local taxes owing to it as its interest appears. The Department shall not be required to change the terms of any security now held by it, and the local jurisdiction shall not participate in any security now held by the Department.

J. Records of the Department.

1. Information obtained by the local jurisdiction from the examination of the Department's records shall be used by the local jurisdiction only for purposes related to the collection of the prepaid mobile telephony services surcharge and local charges by the Department pursuant to this Agreement.

2. When requested by resolution of the legislative body of a local jurisdiction, the Department shall permit any duly authorized officer or employee or other person designated by that resolution to examine any information for its own jurisdiction that is reasonably available to the Department regarding the proper collection and remittance of a local charge of the local jurisdiction by a seller, including a direct seller, subject to the confidentiality requirements of sections 7284.6, 7284.7 and 19542. (sections 42110(b), 42103(e)).

3. The resolution of the local jurisdiction shall certify that any person designated by the resolution, other than an officer and an employee, meets all of the following conditions:

- a. Has an existing contract with the local jurisdiction that authorizes the person to examine the prepaid MTS surcharge and local charge records.
- b. Is required by that contract with the local jurisdiction to disclose information contained in or derived from, those records only to an officer or employee of the local jurisdiction authorized by the resolution to examine the information.
- c. Is prohibited by that contract from performing consulting services for a seller during the term of that contract.
- d. Is prohibited by that contract from retaining information contained in, or derived from, those prepaid MTS surcharge and local charge records, after that contract has expired.

4. Any third party contract between the local jurisdiction and an entity or person authorized by the local jurisdiction to request information from the Department shall be subject to the following limitations:

a. Any third party shall, to the same extent as the Department, be subject to Section 55381, relating to unlawful disclosures.

b. A third party contract shall not provide, in whole or in part, in any manner a contingent fee arrangement as payment for services rendered.

5. Information obtained by examination of Department records shall be used only for purposes related to the collection of the prepaid MTS surcharge and local charges by the department pursuant to the contract, or for purposes related to other governmental functions of the local jurisdiction set forth in the resolution.

6. If the Department believes that any information obtained from the Department's records related to the collection of the prepaid MTS surcharge and local charges has been disclosed to any person not authorized or designated by the resolution of the local jurisdiction, or has been used for purposes not permitted by section 42110(b), the department may impose conditions on access to its local charge records that the department considers reasonable, in order to protect the confidentiality of those records. (section 42110 (c).)

7. The costs incurred by the Department in complying with a request for information shall be deducted by the Department from those revenues collected by the Department on behalf of the local jurisdiction making the request, as authorized by section 42110(b)(1).

ARTICLE III LOCAL JURISDICTION ADMINISTRATION AND RESPONSIBILITIES

A. The local jurisdictions shall be solely responsible for all of the following:

1. Defending any claim regarding the validity of the ordinance in its application to prepaid mobile telephony service. The claim shall be processed in accordance with the provisions of the local ordinance that allows the claim to be filed.

2. Interpreting any provision of the ordinance, except to the extent specifically superseded by section 42105 of the Local Charge Act. The claim shall be processed in accordance with the provisions of the local enactment that allows the claim to be filed.

3. Responding to specified consumer claims for refund involving: (1) rebutting the presumed location of the retail transaction; (2) a consumer claim of exemption from the local charge under the ordinance; or (3) any action or claim challenging the validity of a local tax ordinance, in whole or part. The claim shall be processed in accordance with the provisions of the local enactment that allows the claim to be filed.

4. Refunding the taxes in the event a local jurisdiction or local government is ordered to refund the tax under the local ordinance.

5. Reallocating local charges as a result of correcting errors relating to the location of the point of sale of a seller or the known address of a consumer, for up to two past quarters from the date of knowledge.

6. Collecting local charges on prepaid mobile telephony service and access to communication services or access to local 911 emergency telephone systems imposed on direct sellers.

7. Enforcement, including audits, of the collection and remittance of local charges by direct sellers pursuant to the ordinance.

8. The local jurisdiction shall be the sole necessary party defendant on whose behalf the local charge is collected in any action seeking to enjoin collection of a local charge by a seller, in any action seeking declaratory relief concerning a local charge, in any action seeking a refund of a local charge, or in any action seeking to otherwise invalidate a local charge. There shall be no recovery from the State for the imposition of any unconstitutional or otherwise invalid local charge that is collected under the Local Act.

9. Entering into an agreement with the Department to perform the functions incident to the collection of the local charges imposed on sellers that are not direct sellers.

10. Submitting an executed Certification to the Department, certifying that:

(a) the local jurisdiction's ordinance applies the local charge to prepaid mobile telephony services;

(b) the amount of the rate charged for access to local 911 emergency telephone systems or access to communications services complies with the requirements of section 42102.5; and/or applies the tiered rate for the utility user tax, as identified in section 42102.

(c) The local jurisdiction shall further certify that it agrees to indemnify and to hold harmless the Department, its officers, agents, and employees for any and all liability for damages that may result from the Department's collection pursuant to this Agreement.

11. Submitting signed documents to the Department to include agreement(s), certification, copy of ordinance(s), and resolution(s).

12. Providing payment to the Department of the local jurisdiction's pro rata share of the Department's cost of collection and administration as established pursuant to subdivision

(e) of section 42020.

**ARTICLE IV
LOCAL CHARGES**

A. Local Charges – Timeliness – This part shall remain in effect until proposed California Code of Regulations, title 18, section 2460 is adopted by the Department and approved by the Office of Administrative Law.

1. Ordinances in effect as of September 1, 2015.

On or after January 1, 2016, a local charge imposed by a local jurisdiction on prepaid mobile telephony services shall be collected from the prepaid consumer by a seller at the same time and in the same manner as the prepaid MTS surcharge is collected under Part 21 (commencing with section 42001) provided that, on or before September 1, 2015, the local jurisdiction enters into a contract with the Department pursuant to section 42101.5. Thereafter, all subsequently enacted local charges, increases to local charges, or other changes thereto, shall become operative pursuant to paragraphs (2), (3), and (4).

2. New charges. When a local jurisdiction adopts a new local charge after September 1, 2015, the local jurisdiction shall enter into a contract with the Department, pursuant to section 42101.5, on or before December 1st, with collection of the local charge to commence April 1st of the next calendar year.

3. Increases in local charges. When a local jurisdiction increases an existing local charge after September 1, 2015, the local jurisdiction shall provide the Department written notice of the increase, on or before December 1st, with collection of the local charge to commence April 1st of the next calendar year.

4. Inaccurate rate posted on the Department’s website. When a local jurisdiction notifies the Department in writing that the rate posted on the Department’s Internet Web site (posted rate) for a local charge imposed by that local jurisdiction is inaccurate, including scenarios where the local charge was reduced or eliminated, the recalculated rate applicable to the local jurisdiction shall become operative on the first day of the calendar quarter commencing more than 60 days from the date the Department receives the local jurisdiction’s written notification that the posted rate is inaccurate.

A. Local Charges – Timeliness – This part shall take effect and supersede the above“Local Charges – Timeliness section when California Code of Regulations, title 18, section 2460 is adopted by the Department and approved by the Office of Administrative Law.

1. Ordinances in effect as of September 1, 2015. On or after January 1, 2016, a local charge imposed by a local jurisdiction on prepaid mobile telephony services shall be collected from the prepaid consumer by a seller at the same time and in the same manner as the prepaid MTS surcharge is collected under Part 21 (commencing with section 42001) provided that, on or before September 1, 2015, the local jurisdiction enters into a contract with the Department pursuant to section 42101.5.

In the event a local jurisdiction does not enter into a contract with the Department by September 1, 2015, the local jurisdiction may enter into a contract with the Department, pursuant to section 42101.5, on or before December 1st, with collection of the local charge to commence April 1st of the next calendar year. Thereafter, all subsequently enacted local charges, increases to local charges, or other changes thereto, shall become operative pursuant to paragraphs (2), (3), (4) and (5) of this subdivision.

2. New charges. When a local jurisdiction adopts a new local charge after September 1, 2015, the local jurisdiction shall enter into a contract with the Department, pursuant to section 42101.5, on or before December 1st, with collection of the local charge to commence April 1st of the next calendar year.

3. Increases in local charges. When a local jurisdiction increases an existing local charge after September 1, 2015, the local jurisdiction shall provide the Department written notice of the increase, on or before December 1st, with collection of the local charge to commence April 1st of the next calendar year.

4. Advance written notification. When a local charge is about to expire or decrease in rate, the local jurisdiction imposing the local charge shall notify the Department in writing of the upcoming change, not less than 110 days prior to the date the local charge is scheduled to expire or decrease. The change shall become operative on the first day of the calendar quarter commencing after the specified date of expiration or decrease in rate.

If advance written notice is provided less than 110 days prior to the specified date of expiration or decrease in rate, the change shall become operative on the first day of the calendar quarter commencing more than 60 days after the specified date of expiration or decrease.

5. Inaccurate Rate Posted on the Department's Web site. When a local jurisdiction notifies the Department in writing that the rate posted on the Department's Internet Web site (posted rate) for a local charge imposed by that local jurisdiction is inaccurate, including scenarios where the local charge was reduced or eliminated and the local jurisdiction failed to provide advance written notice pursuant to paragraph 4 of this subdivision, the recalculated rate applicable to the local jurisdiction shall become operative on the first day of the calendar quarter commencing more than 60 days from the date the Department receives the local jurisdiction's written notification that the posted rate is inaccurate. The local jurisdiction shall promptly notify the Department in writing of any such discrepancies with the posted rate that are known or discovered by the local jurisdiction.

ARTICLE V COMPENSATION

The local jurisdiction agrees to pay the Department its pro rata share of the Department's cost of collection and administration of the local charges, as established pursuant to section 42020, subdivision (e). Such amounts shall be deducted from the local charges collected by the Department for the local jurisdiction.

**ARTICLE VI
MISCELLANEOUS PROVISIONS**

A. Communications. Communications and notices may be sent by first-class United States Mail. A notification is complete when deposited in the mail.

California Department of Tax and Fee Administration
P.O. Box 942879 MIC: 27
Sacramento, California 94279-0001

Attention: MTS Administrator,
Local Revenue Branch

Communications and notices to be sent to the local jurisdiction shall be addressed to:

B. Term. The date of this Agreement is the date on which it is approved by the Department of General Services. The Agreement shall take effect on the first day of the calendar quarter next succeeding the date of such approval, but in no case before the operative date of the local jurisdiction's ordinance, nor on a day other than the first day of a calendar quarter. This Agreement shall be renewed automatically from year to year until December 31, 2025, when the Local Charge Act is repealed, unless a statute enacted prior to that date extends that date. In such event, this Agreement will continue to renew automatically from year to year to the date authorized by statute.

LOCAL JURISDICTION

**CALIFORNIA DEPARTMENT OF TAX
AND FEE ADMINISTRATION**

(Jurisdiction Name)

By _____
(Signature)

(Typed Name)

(Title)

By _____
Administrator
Local Revenue Branch

CERTIFICATION

I, _____ am authorized to sign this certification on behalf of _____.
(Insert name of local jurisdiction)

I certify to the following:

Please check all the following that apply to your jurisdiction:

1. ___ **911 Charges/Access to Communication Services** - Ordinance No. ___ of the _____ imposes the local charge set forth in the ordinance to prepaid mobile telephony services for access to communication services or to local 911 emergency telephone systems. As required by section 42102.5, the percentage reflecting the rate for access to the local 911 emergency telephone systems or access to communications services is _____.
(Insert name of local jurisdiction)

2. ___ **Utility User Tax** - Ordinance No. ___ of the _____ imposes the local charge set forth in the ordinance to the consumption of prepaid mobile telephony services. The tiered rate for the utility user tax, as identified in section 42102 is _____.
(Insert name of local jurisdiction)

3. The _____ agrees to indemnify and to hold harmless the California State Department of Tax and Fee Administration (Department), its officers, agents, and employees for any and all liability for damages that may result from the Department's collection pursuant to this agreement.
(Insert name of local jurisdiction)

Executed in the _____ on _____.
(Insert name of local jurisdiction) (Add date)

Signature _____

Printed name _____

Title of person _____



STAFF REPORT

TO: Lindsay City Council
FROM: Edward Real, Assistant City Planner
DEPARTMENT: City Services and Planning
ITEM NO.: 10.2
MEETING DATE: January 25, 2022

ACTION & RECOMMENDATION

Third Reading of **Ordinance 593**, An Ordinance of the City of Lindsay Amending Title 5 of the Lindsay Municipal Code, Adding Chapter 5.37 Mobile Vending Establishing Permitting Procedures and Regulations.

BACKGROUND | ANALYSIS

At a regularly scheduled Council meeting on September 14, 2021, the Lindsay City Council directed staff to develop an ordinance governing mobile vending within City limits.

Per Council direction, Ordinance 593 amending Title 5 of the Lindsay Municipal Code has been prepared and has been attached to this report.

The new Chapter 5.37 is divided into five sections summarized as follows:

- Section 5.37.010 describes the purpose and intent of the ordinance.
- Section 5.37.020 provides definitions for the ordinance.
- Section 5.37.030 describes who has the authority to operate in the City.
- Section 5.37.040 describes the procedures taken to approve or deny a mobile vending permit.
- Section 5.37.050 states the regulations of sidewalk vendors, receptacles, and activities.

FISCAL IMPACT

The City will benefit from permit licensing fees to be established via resolution after a Public Hearing scheduled for February 8, 2022.

ATTACHMENTS

- Ordinance No. 593 Redline Copy

ORDINANCE NO. 59~~3~~4

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AN ORDINANCE AMENDING TITLE 5 OF THE LINDSAY MUNICIPAL CODE, ADDING CHAPTER 5.37 MOBILE VENDING ESTABLISHING PERMITTING PROCEDURES AND REGULATIONS

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

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Section 1. PURPOSE. The provisions of this ordinance are intended to permit and regulate mobile vending businesses in the City of Lindsay.

Section 2. CODE ENACTMENT. Lindsay Municipal Code, Title 5 is hereby amended to add Chapter 5.37 Mobile Vending Regulations ~~is hereby added~~ as follows:

Chapter 5.37
Mobile Vending Regulations

Sections:

- 5.37.010 Purpose and intent
- 5.37.020 Definitions
- 5.37.030 Authority to operate in the City
- 5.37.040 Issuance or denial of permit
- 5.37.050 Operational requirements

5.37.010 Purpose and intent

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The purpose of this chapter is to provide a clear and streamlined permitting process for mobile food vendors and to establish proper permit and regulatory procedures to ensure the health and safety of the community while at the same time promoting business in the city and providing additional food choices for city of Lindsay's residents and visitors.

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5.37.020 Definitions

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"Mobile food vendor" under this chapter shall mean any person that sells, or causes or allows another, whether as an employee or as an independent contractor leasing or renting equipment, to sell any food or drinks by means of a motorized or nonmotorized vehicle, such as catering truck, motorized cart, food truck, or other itinerant method. It also includes a nonmotorized

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vehicle which is not self-propelled, or which cannot be moved by a person pushing or pulling such nonmotorized vehicle. Where one person employs another person to sell food or drinks or where one person leases or rents equipment or a vehicle to another person to allow them to sell food or drinks, both individuals shall be considered mobile food vendors. Mobile food vendor shall not mean (A) any person operating under a concession agreement or other agreement with the city as a party to an agreement, or (B) a "sidewalk vendor" as defined by City ordinance No. 575 regarding Sidewalk Vending Regulations.

5.37.030 — Authority to operate in the City

Any person who wishes to operate as a mobile food vendor within the city shall apply for and shall obtain a mobile food vendor permit issued by the Director of City Services and Planning, or their designee, and pay the mobile food vendor permit fee established in the master fee resolution. The mobile vendor permit must be obtained prior to operating in the city.

Additionally, a mobile food vendor operating in the city must comply with all the provisions of this chapter, including obtaining any and/or all necessary business license(s) and County Health Department permits or certificates, and California Department of Tax and Administration Seller's Permit.

No person shall hire or allow others to use his or her equipment or vehicles or products, for mobile food vending in the city, unless that other person, whether as an employee, licensee, or independent contractor, holds a valid mobile food vendor permit and complies with all provisions of this code.

5.37.040 — Issuance or denial of permit

The Director of City Services and Planning, or their designee, shall cause an investigation to be made of the facts stated in an application for a mobile vendor permit, and shall within thirty days issue a permit to the applicant if the Director, or their designee, finds that the applicant meets all the requirements of this chapter. Applications shall be processed in order of receipt. A decision to deny a permit shall be issued in writing with the basis for the denial, and if feasible, shall propose measures to cure any defects in the application. An applicant may appeal the decision to deny a permit to the city hearing officer. If no appeal is filed in a timely manner, the decision of the Director or their designee shall be final.

5.37.050 — Operational requirements

Mobile food vendors shall comply with the following standards:

A. General Provisions.

1. Noise and amplified music shall comply with all applicable noise standards.
2. Exterior lighting must be hooded or shielded so as to not negatively impact vehicles and other uses in the vicinity of the mobile food truck.

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3. The mobile food vendor must comply with all city, state, and federal laws. While operating in the public right-of-way, mobile vendors shall follow all applicable traffic laws and parking regulations, including time limits, and no-parking zones.
4. The sale of alcohol and tobacco products is prohibited.
5. Vendors shall not use or permit use of parking spaces on the site (e.g., customer queuing, tables, chairs, portable restrooms, signs, and any other ancillary equipment) if doing so will adversely affect the required off-street parking available for the primary use(s) of the site during peak periods as determined by the Director of City Services and Planning, or their designee.
6. The mobile vendor shall at all times ensure that the operation of the mobile food truck does not unreasonably interfere with the flow of pedestrian traffic and restricts access for persons with disabilities.
7. The mobile food vendor shall provide waste removal and shall be responsible for the collection and separation of trash/debris, organic waste, and recycling after each stop. "Trash" includes material dispensed by the vendor as well as items that may be left by customers. Prior to leaving a location, the mobile food vendor shall ensure all trash within a 25-foot radius is picked up, regardless if the trash originated from the food truck.
8. Display of Permit and Information. No mobile food vendor shall operate in the city without conspicuously displaying on their person or vehicle the city-issued mobile food vendor permit and Tulare County Department of Environmental Health permit.
9. No vending shall occur between the hours of 12:00 a.m. and 7:00 a.m. and no overnight parking shall be permitted. On a case-by-case basis, the Director of City Services and Planning, or their designee, may require shorter hours of operation or allow longer hours of operation depending on the type of vending and location.
10. Restaurant and School Spacing for Mobile Food Vendors
 - a. Vendors shall not operate within ~~twenty-five~~ (2050) feet of an existing brick and mortar restaurant during the restaurant's normal business hours, with the following exceptions:
 - i. The mobile food vendor is operating as part of a City approved special event.
 - ii. The mobile food vendor has prior written permission of a restaurant owner to operate on the property of that existing business.
 - b. Mobile food vendors shall not operate within three hundred (300) feet of a school, except with written approval from the Lindsay Unified School District~~school~~, between the hours of 7:30 a.m. and 3:30 p.m.
11. A mobile food vendor may not operate within exclusively residential districts except as follows:
 - a. On properties for nonresidential uses, such as schools and religious assembly facilities, with prior written authorization from the property owner.

- b. On properties where the mobile food vendor has been hired to cater at a private residence at no cost to the guests.

12. Mobile Vending on Public Property

12. City Parks

a. Lindsay City Park

- Mobile food vendors may only park and sell along the South side of Ono City Parkway for a maximum of 4 hours during the hours of 7:00 a.m. and 8:00 p.m., except when a City approved special event is taking place.

b. Olive Bowl Park

- Mobile food vendors may park along South Olive Avenue and West Apia Street for a maximum of 4 hours during the hours of 7:00 a.m. and 8:00 p.m., except when a City approved special event is taking place.

13. City Hall

- Mobile food vendors may park along Honolulu directly in front of City Hall only with written permission from the Director of City Services and Planning, or their designee.

-Downtown

- Mobile Food Vendors may utilize public parking lots in the Central Business District (CBD) of the Central Commercial zone so long as the operation does not unreasonably interfere with the flow of pedestrian and vehicle traffic and restricts access for persons with disabilities, except when a City approved special event is taking place.

All other code sections in Title 5 of the Lindsay Municipal Code shall remain unchanged.

Section 43. CEQA REVIEW. The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(2) [the activity will not result in direct or reasonably foreseeable indirect physical changes in the environment].

Section 54. NO LIABILITY. The provisions of this ordinance shall not in any way be construed as imposing any duty of care, liability or responsibility for damage to person or property upon the City of Lindsay, or any official, employee or agent thereof.

Section 65. 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.

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Section 76. 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.

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Section 87. 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.

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Section 98. EFFECTIVE DATE. The foregoing ordinance shall take effect thirty (30) days from the date of the passage hereof. Prior to the expiration of fifteen (15) days from the enactment hereof a certified copy of this ordinance shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(l) and a summary shall be published once in the Porterville Recorder, a newspaper printed and published in the City of Porterville, State of California, together with the names of the Council members voting for and against the same.

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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 25th day of January 2022.

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PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council held on the 25th day of January 2022.

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CITY COUNCIL OF THE CITY OF LINDSAY

Ramona Caudillo, Mayor

ATTEST:

Mayra Espinoza-Martinez, City Clerk



STAFF REPORT

TO: Lindsay City Council
FROM: Joseph M. Tanner, City Manger
DEPARTMENT: City Manager
ITEM NO.: 11.1
MEETING DATE: January 25, 2022

ACTION & RECOMMENDATION

Consider Proposal Received in Response to the Friday Night Market Request for Proposal (RFP) and Provide Direction to Staff.

BACKGROUND | ANALYSIS

Following council direction, staff issued an RFP for the Friday Night Market on November 12, 2021 with responses due by January 7, 2022.

Evaluation criteria included the following:

1. Quality of Proposal (10 points)
2. Ability/capacity of operator (15 points)
3. Generate revenue for City (10 points)

The City received only one proposal in response to the RFP, submitted by Virginia Loya for the “VL Friday Night Market.”

The proposal was carefully reviewed and independently evaluated by the City Manager, Finance Director, and Executive Projects Manager/City Clerk.

Scored Results				
	Quality of Proposal (10)	Ability/Capacity of Operator (15)	Generate Revenue for City (10)	Total Points (35)
Evaluator 1	6	13	4	23
Evaluator 2	5	15	5	25
Evaluator 3	7	12	8	27



STAFF REPORT

Additionally, upon review, staff raised concerns about the following:

- Page 5 “VL Friday Night Market would like to negotiate the use of the Tower Lights, electrical cords, and downtown outlets”
 - **City staff is concerned about the rental of City owned equipment** given the degree of oversight required, access to the City Maintenance Yard, and the potential for disputes regarding damages.
- The VL Friday Night Market proposal **does not mention plans for certification as a farmer’s market.**
- The VL Friday Night Market proposal **does not mention plans for pressure washing of sidewalks.**
- Page 6 “Operational Budget Costs & Services: 4 portable potties.”
 - **Concerns about sufficient portable potties given Market capacity and Building Code regulations**
- Page 6 “Operational Budget Costs & Services: Security (6).”
 - **Concerns about insufficient details regarding a security plan.**
- Map included as last page in VL Friday Night Market Proposal (No Page Number)
 - Current map shows the Friday Night Market area extending on Sweetbriar Ave all the way to Hermosa St.
 - In the past, residents from surrounding townhomes have submitted **complaints and requests to City Council that the Market stop at Samoa St.**
 - Department of Public Safety agrees the Market **should not extend as far north on Sweetbriar Ave.**

FISCAL IMPACT

Under the VL Friday Night Market Proposal, the City would receive a flat rate of \$2,500 per market.

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. The estimated cost for the City to operate the market is \$340,285.21 per year. The estimated revenue the City could expect for operations of the market is \$29,314.79 per year.

ATTACHMENTS

- VL Friday Night Market proposal

**PROPOSED MARKETING PLAN
FOR THE 2022 LINDSAY FRIDAY NIGHT MARKET**



**Submitted by: Virginia Loya,
VL Friday Night Market**



The following marketing plan consists of the following: 1) primary information, 2) experience and market strategy, 3) market methodology, 4) rules and regulations, 5) personnel, and 6) references and 7) attachments.

1) Primary Information

A. Identification of the lead entity, including legal name and address of company or non-profit proposing to conduct the Lindsay Market

- Virginia Loya of the VP Friday Night Market will be the lead entity:
address: [REDACTED]

B. Physical address(es) of office(s) working on this project

- [REDACTED]

C. Name, title, address, email, and telephone number of the person to serve as project manager and a proposal contact (if different)

- Virginia Loya, Project Manager, [REDACTED]
[REDACTED]
- Proposal Contact: Virginia Loya [REDACTED]
[REDACTED]

2) Personal Background, Experience, and Market Strategy of Virginia Loya

I am sibling of nine and traveled with my parents seeking seasonal farm work in the state of California, Oregon, Washington, Ohio, and Arizona. I moved with my family to Lindsay in 1961 but the family still followed the seasonal crop. As one of two sisters and seven brothers I learned teamwork and adjusted to new situations as a migrant child. I was educated in the local public schools and received my high school diploma. Soon after receiving my high school diploma, I attended Federico College of Beauty and received my cosmetology license in 1977 and immediately obtained employment as a hair stylist at one of the local salons. I was a single parent for seven years after my significant partner was killed in an auto accident in 1974. I learned how to adjust my working schedule and budget to make ends meet. I have been married to a supportive partner and raised two more adult children. I described myself as a strong independent woman, energetic, team player, easy going, responsible, dependable, respectful, and resourceful.

I strongly believe I was appointed as the Friday Night Market Manager by the Lindsay Chamber of Commerce in 2004 because of my involvement with city functions and commitment to the city's image. In addition, I had eighteen years of experience as a Swap Meet vendor and learned how important it was to communicate and respect vendors by the modeling, I observed by the Swap Meet Managers, such as how the swap meet managers would treat their vendors, customers, and how they problem solve difficult situations. One of the major reasons I ran a successful Friday Night Market is because I respected my vendors and in turn, they would respect me. During my fifteen years as the Friday Night Market Manager, I did run into some problems, but we were able to come to an agreement, I never had any of them ousted. I have always been involved with the city because I believe in my city and want to do my part in making our city better when it comes to business and community. For example, I often receive calls from local organizations and city officials asking for

assistance in either fundraising or organizing with their activities. I have been a sponsor for Lindsay High School Baseball and Golf Tournaments. I am huge supporter of HOW (Helping One Woman).

If you review my Business Profile (See Attachment B), you will notice that I am a true believer of my city by my involvement. I hope you give me the opportunity to run the Friday Night Market that I organized and helped Lindsay Friday Night Market receive state and national recognition.

Experience

From its inception in 2004, the City of Lindsay entrusted The Friday Night Market to the Lindsay Chamber of Commerce, whose Board named me, Virginia Loya, as the Market Manager. Within a two-month period, I recruited vendors, established procedures and regulations, organized the location of vendor booths, set-up logistics, hired sub-contractors, hired personnel, and contacted and coordinated with all pertinent agencies—Health Department, local law enforcement, security, and city administration. With an initial estimated attendance of 600, the Chamber and city officials were surprised when approximately 2,500 Lindsay residents and visitors from neighboring towns flooded downtown Lindsay to enjoy the Friday Night Market. High attendance levels continued throughout the Market's 15-year history with rare public disturbance incidents or damage to city property. To ensure the Friday Night Market ran smoothly, I

- Wrote and placed ads announcing the opening of the Friday Night Market from the last week in Feb. through the end of November via radio, newspapers, website, and social media.
- Provided new applications to new vendors via the Chamber website or by mail.
- When necessary, provided prospective vendors with information as to where they could obtain the information to complete county and state permits as well as a city license.
- Made direct telephone calls to former vendors and to explain new procedures and rules.
- Verified all vendor county health permits, city business license, chamber membership fee, and state board of equalization resale number.
- Wrote and distributed instructions based on new regulations and rules.
- Received notification and prioritized reservations during the week before the event and provided receipts once vendors had made payment to the Lindsay Chamber of Commerce.
- Hired and recruited security, entertainers, maintenance crew, director's clerical crew for the Friday Night Market.
- Collected money on the day of the event and provided receipts,
- In conjunction with Chamber of Commerce bookkeeper, tabulated Friday Night Market revenues and later deposited funds in the Chamber's Bank of Sierra account.
- Directed payment of all expenses associated with the Friday Night Market: rental of city space, security, entertainment, equipment rentals, portable toilets, supplies, employees' payroll, payroll taxes, workmen's compensation and market liability insurance.
- Prepared a complete list of revenue and expenses monthly.
- Became available to vendors seven days a week via email, phone, and texting.
- Directed the vendors to their designated booth site and areas where they could drop off—and later retrieve—their goods and supplies.
- Directed the placement of safety barriers so that attendees could not block market and parking structures, alleys, and fire hydrants.

- Used the city map to designate booths based on retail and food vendors, with food vendors in the front, middle, and the end of the targeted facility space, and retail between each of those designated areas.
- Made sure Beer Garden area was continuously patrolled by Security to maintain order and prevent underage youngsters from entering the area.
- Made consistent walk-throughs in the designated facility area and nearby streets and alleys to avoid and prevent safety issues.
- Conducted a fair process in taking in applications assigning reservations.
- Answered vendors questions promptly, addressed vendor concerns calmly, and considered input from everyone concerned them in dealing with each issue raised.

Market Strategy

The essentials in running a successful Friday Night Market are the following:

- An ideal location that attracts a large group of attendees containing openness, accessibility, and safety.
- Designated areas for parking, entertainment, and creative activities for children and families.
- A profitable venue where vendors selling prepared-food, produce, retail, arts, and crafts.
- Profitability to cover the wear and tear of the downtown area as well as the operation costs.
- A diversity of products, activities affordable to the attendees.
- Information and advertising that promotes downtown business for the downtown merchants.
- A plan and organization that promotes a positive image of the City of Lindsay.
- A collaborative working relationship between the City of Lindsay and the VL Friday Night Market.
- Collaboration between the VL Friday Night Market and the County Health Department.
- Respect for vendors and downtown merchants' needs and concerns with respect to parking and business atmosphere.
- Good relations with the security company and police department.
- Knowledge of the city demographics, county demographics, and other markets in the region.
- Experience in operating a successful market.

Description of advertising and marketing philosophy and experience as it relates to operating a market.

- Advertise on the several radio stations and newspapers
- Design and distribute posters and flyers in the city and throughout Tulare County
- Use social media such as the VL Friday Night Market website, the Lindsay Chamber of Commerce Website, Facebook, and texts.
- Advertise and highlight entertainers that attract more event participants.
- Market the Friday Night Market for one of its original intent a place to bring families together that displays a cultural safe setting that benefits the city, residents, and merchants.
- Offered diversity in the market with affordable and quality products and as well as entertainment.
- Identify and promote local artists around music, dance, and arts.
- Identify and encourage informational booths in nutrition, recreation, and education.
- Identify and invite community agencies to showcase their resources.

- Give priority to local retail merchants and restaurants.
- Advertise reduced fees for store front vendors.

3) MARKET METHODOLOGY

- It is the management philosophy of the VL Friday Night Market to offer a quality market that's accessible, safe and offers diverse products and services that customers prefer and affordable.
- The VL Friday Night Market and the Lindsay Chamber of Commerce websites allows vendors to obtain written instruction and rules regarding the Friday Night Market; applications can be downloaded online for food, produce, retail, information, and special amusement vendors (See Attachments C, D, E, F & G)).
- It is VL Friday Night Market's mission to be business friendly oriented; therefore, the Market Manager will make every effort to assist new vendors in meeting all state, county, and city requirements.
- The VL Friday Night Market's fifteen years of experience has provided insight as to what customers are expecting which is a family free zone to bring children and adults to a cultural setting that entertains them while enjoying the market's diversity in food, produce, retail, arts & crafts, and information.
- The market targets the needs base on the demographics of the city and county population.

4) RULES AND REGULATIONS

Description of knowledge and ability to obtain all regulatory/health permits and County and State certifications applicable to the operation and management of a market.

- On-going contact with the Tulare County Health Department, State Board of Equalization, and the City of Lindsay to verify vendors have met all the permits and licenses.
- Market Manager will attend mandatory meetings from the county, state, and city and keep abreast with any updated rules and regulations.
- Coordinate with Mid Valley Disposal to meet compliance WSB1383 & Municipal Code 8.34 in meeting organic recycling plan for vendors and the public.
- Provide a Grease Tank in a specific area for vendors to properly dispose their cooking oils.
- Contact vendors via letter regarding rules and regulations (See Attachment B)
- Market Manager will provide the vendors written instructions, procedures, and rules defined by the City and Chamber (See Attachments for letter of participation and application).
- Must complete an application available online or request one to be mailed or may choose to pick one up. (See Attachments Application). Must have a business license, health department permit, and State of Equalization permit.
- Vendors will also sign off on a bilingual "Check-Off Checklist" prior to each Friday
- A designated supplies/equipment drop-off area that does not compromise damage to planters, lights, and plaza exterior.
- A Final Report will be distributed to the City Manager and City Council titled Friday Night Market at the end of December of each year.

Description of the proposed time and location of the Market.

The downtown location map approved by the City Council. Road closure will begin at 3:45 pm and Vendor's set-up time will be 4 pm. The Market will function between 5:00 pm until 10 pm each Friday from March through October unless the weather conditions are not conducive due to rain or other severe weather conditions.

Description of space requirements and, if any, electrical requirements.

Each booth is allocated a space of 10 by 10; vendors can acquire more space as needed. Some vendors will need their own generators and lighting. Vendors must provide their own extension cords at least 75 feet long, pop-up tents, tables, and chairs. The Chamber will provide light towers and barricades in designated areas with safety being the priority.

Description of proposed market items and proposed percentages of items such as fruits and vegetables, other raw food, prepared food, and non-food items.

- Twenty percent of prepared food vendors
- Two percent of raw produce
- Seventy-five of non-food items
- Three percent of informational booth

Description of revenue share with the city (flat rate or percentage).

- VL Friday Night Market will opt for a flat rate of \$2,500.00 per market of the VL Friday Night Market sales. May increase the following year based on market costs and revenue.
- The VL Friday Night Market's primary mission's goals are to increase local merchant exposure, sales and assist in recruiting new businesses to the downtown area.
- VL Friday Night Market would like to negotiate the use of the Tower Lights, electrical cords, and downtown outlets.

5) PERSONNEL - OPERATION OF THE VL FRIDAY NIGHT MARKET

- A business license will be obtained for VL Friday Night Market in the state of California.
- VL Friday Night Market will work with the Lindsay Chamber of Commerce to apply for an alcohol license and for the Lindsay Chamber of Commerce to maintain the Beer Garden under the direction of VL Friday Night Market. Non-profit can obtain an alcohol license. (See Attachment H)
- VL Friday Night Market will make sure that the Market has a working crew starting with the Market Manager, Office Assistant, Set-up Crew, Clean-Up Crew, Take-Down Crew, Security and Bookkeeper.
- Market Manager hires and trains the Market's staffing and security.
- Market Manager will determine the number of food vendors based on their diverse product; to ensure that the vendors are able sustain and be profitable. A waiting list will be honor when a vendor for a particular food product cancels out.

- Market Manager, Office Assistant and Bookkeeper will work closely with the Tax Accountant to provide a yearly report of the Market's revenue and expenditures to the state and federal government.
- VL Friday Night Market will hire the independent contractors: Security, Bookkeeper, and Tax Accountant.
- Virginia Loya (Market Manager) of the VL Friday Night Market will hire the Office Assistant, bookkeeper, tax accountant, security, entertainers, and maintenance crew.
- A monthly update will be given to the Lindsay City Council at their regular board meeting regarding the Friday Night Market.
- Virginia Loya, Market Manager of the VL Friday Night Market will be available during the week to accommodate the local merchants, vendors, county, and city officials.

Operational Budget Costs & Services

Expenses					
*not included in weekly breakdown					
Item or Activity	Cost	Hours	Weekly	Expense	
Workers (2)	\$15 1 pm to 1 am	24	\$360.00	\$15,840.00	
Restroom Worker (1)	\$15 4 pm to 1 am	9	\$135.00		
Beer Booth workers (4)	\$15	30	\$450.00	\$14,400.00	
Beer	\$500 est.		\$500.00	\$16,000.00	
Ice			\$60.00	\$1,920.00	
Cups			\$60.00	\$1,920.00	
Lemons			\$10.00	\$350.00	
Alcohol License			\$50.00	\$1600.00	
4 portable potties	\$110 each		\$440.00	\$14,080.00	
1 portable potty hand wash/handicap	\$160.00		\$160.00	\$5,120.00	
Sanitation/Hygiene Supplies			\$200	\$6,400.00	
Garbage 4 bins 5 carts			\$789.55	\$7,278.02	
Tower Lights (5)	\$120.00		\$600.00	\$19,200.00	
Entertainment			\$500.00	\$16,000.00	
Street sweeper			\$600.00	\$19,200.00	
Security (6)	\$25 3 from 5-10 pm 3 from 7-12 pm	30	\$750.00	\$24,000.00	
Marketing			\$125	\$4,000.00	
Reserve Risk			\$62.00	\$1,984.00	
Annual insurance				\$4,500.00	*
Workmen Comp				\$6,500.00	*
Social Security insurance				\$4,000.00	*
Medicare taxes				\$650.00	*
State Disability insurance				\$1,500.00	*
Federal Disability				\$60.00	*
Bookkeeper				\$4,800.00	*
Office Assistant	\$20	10	200.00	\$6,400.00	
Manager	44 weeks		\$1000.00	\$44,000.00	
City of Lindsay contract			\$2,250.00	\$72,000.00	

Yearly contingency		\$468.75	\$15,000.00	
Yearly Expenses			\$328,672.02	
Estimated Revenue \$366,800 minus \$328,672.02 equals \$38,127.98				
Non-profit donation of 20% from estimated beer garden net profit			\$5,562.00	
EST. Market profit			\$32,565.98	

FRIDAY NIGHT MARKET TIMELINE

- January 25 RFP Announcement – Award of Contract
- January 26 Media Announcement of the Friday Night Market
 Contact Former and New Vendors
 Vendor Applications available
 Follow-up with the County Health Department
 Post posters and flyers around the city and county.

- January 31 Recruit Market Operation Team
 Contact Security Company
 Contact Portable Toilet Company
 Research resources for Equipment Rental/Purchase
 Contact Local Downtown Merchants of the Market
 Recruit Entertainers for the first four weeks
 Accept vendor applications

- February 9 Review vendor applications and verify state, county, and city permits/licenses.
 Design and distribute posters and flyers of the Market
 Confirm Entertainers for the first two weeks
 Secure Rentals
 Schedule radio spots to speak on the Market
 Hire Market Operation Team- complete all necessary employment forms and provide them with a schedule
 Review incoming vendor applications and verify state, County, and city permits/licenses

- February 15 Notify approved vendors with new instructions/new map
 Training for Market Operation Team
 Confirm entertainers for the next two weeks
 Booth reservations accepted
 Map out where the vendors will be relocated with the new map locations
 Map out where the Tower Lights will be situated
 Map out where the barricades will be placed
 Finalized temporally drop-off parking for vendors

February 18

Confirmed number of vendors
Setting up a Waiting List based on food product
Confirmed with vendors their new location
Still continue to accept money orders on reservations
Work with the Friday Night Market Team Set-up
Assist vendors with a temporally drop out parking areas
Make Contact with Police Department on new map
Meet with the Security Team re: parking & Beer Garden
Be available to vendors, employees, and downtown
Merchants 24/7.
Make contact with the local residents near the Plaza
Meet with Clean-Up crew with instructions on recycling
And enforcing the "No Styrofoam" policy
Meet with Take-Down Crew
Assist vendors with temporally pick-up parking area

6) REFERENCES (See Attachment A)

Frances Brower, President of The Spirit & the Bride Kingdom Coalition
Shanna M Lemus, Learning Facilitator of Reagan Elementary



ATTACHMENT A

Reference Letters

1. Shauna M. Lemus
Reagan Elementary School
Content Level 7 Learning Facilitator

2. Frances Brower
President – The Spirit and the Bride
Kingdom Coalition

December 23, 2021

To whom it may concern

Re: Virginia Loya

It is with great pleasure that I write this letter of recommendation on behalf of Virginia Loya. My name is Shanna Lemus, and I am a Content Level 7 Learning Facilitator at Reagan Elementary School in Lindsay California and I have been teaching for almost 20 years. It has been my pleasure to know and work on different projects with Virginia. I have known Virginia Loya for the last 30 years.

Virginia was a tremendous contributor to the grand opening of the Farmers Market 18 years ago in Lindsay. Under her management for the first 15 years the Farmers Market was a success. Virginia is a person of integrity, compassion, and a great role model for everyone around her. As a leader Virginia has amazing leadership qualities and skills. Not only is she punctual and responsible, she also inputs time and care in all that she does. When she is needed for any type of task, she is there to lend a hand. She respects everyone around her and their opinions, and is often sought out for advice. If there is ever a problem Virginia will seek the most proper solution. She has built relationships with everyone around her through her positive attitude and amazing energy which is contagious.

Virginia has been honored with various acknowledgements in our community of Lindsay. She was awarded an award for, "Woman Of The Year" in our community, as well as, "The Volunteer Of The Year" award which are true reflections of her good character. Her relationships with the people around her is admirable, as she is always ready to support the Lindsay Community.

I know Virginia will be the perfect candidate to lead the Farmers Market. I know she has the qualities that are required to fulfill this position. If you have any questions please do not hesitate to call me as I would be happy to assist (b) (6)

Sincerely,

Shanna M Lemus
Reagan Elementary School
Content Level 7 Learning Facilitator

The Spirit and the Bride Kingdom Coalition

Monday, January 3, 2022

Lindsay City Council
Lindsay Chamber of Commerce

RE: Virginia Loya

To Whom It May Concern:

I am pleased to write this letter to the Lindsay City Council pertaining to the previous Manager of the Lindsay Friday Night Market/Street Fair, Virginia Loya. I understand the city is presenting an opening for an RFP (Request for Proposal) or Economical Development Coordinator to run the Lindsay Friday Night Market once again. I highly recommend Virginia Loya for the RFP position as she has run the market previously for 15 years without incident. The Market was born through Virginia's vision and well being of our community.

I have personally watched Virginia manage the market for 11 of her 15 years. Lindsay is a hot spot on Friday nights and the people who have attended the market over the years love not only the market, but also Virginia. She is trusted by the vendors and loved by the people. Virginia who is also the Director of the Lindsay Chamber of Commerce loves our city. Her drive and endurance is beyond most people and her work ethic is immense! Virginia has a huge heart and truly, it's a quality that those coming and driving as far away as Bakersfield and Fresno can feel at the market. It's not just a business for Virginia. She loves the market. She produced the market. And truly, she is the market in a sense of joy, love, food, entertainment and "order." She shows exemplary leadership skills with the volunteers she has had with the Chamber and they all have a love about them for the city that is contagious.

When the market was led by Virginia, there were different reports that I would hear from Lindsay residents as well as those coming to the market and why they would drive so far to be a part of it. I've heard it said that the Lindsay Market is different than any other City's Market. It is unique and beautiful and I would add that it is multi-faceted in many ways as well.

You see, our market was born with a love for our community. The market Virginia managed was for the entire family as well as for the businesses in Lindsay. The market generates revenue for our city as well as our business'. This is always a plus. Yet beyond the benefits for the city and businesses I have to mention our residents and the culture that we have here in Lindsay.

Virginia has lived in Lindsay for 61 years (since 1961) and knows both the oldest and youngest of people. She desires what is best for them and also what they would like. Because of our rich Hispanic culture, we thrive in social gatherings. The Friday Night Market was one of those

The Spirit and the Bride Kingdom Coalition

gatherings and it was something that I as well as the residents were very proud of. Not only are many able to walk and enjoy music, food, fellowship and entertainment, but it has also given our residents the ability and means to meet their neighbors outside of the daily routines of life. THIS is rare.

I will end with something I have shared previously with the council that I felt applied here as well:

"There was a Friday night about one year ago when I was walking downtown on a day that the Market was canceled due to possible rainfall. Car after car after car stopped and asked me about "where" the Market was. People drove from Bakersfield, Fresno, another car full of people from Delano and I was just amazed how far they had come to visit "Our Lindsay Market." It made me proud of our Chamber's hard work (under Virginia's Management) as well for representing our community so beautifully. I am not the only one who loves our Friday Night Market. Over the years, I have met many people who attend the market weekly and they often say they can't wait to come, talk, visit, eat, etc. It's a glorious social gathering that I can't say is common to other cities in our area. Lindsay is special. I can't imagine a Director of any other City's Chamber of Commerce picking gum off of the street at 2am so the Friday Market can continue without causing heartache or hassle for the City as a whole. We are blessed to have Virginia who loves our businesses, our city and our residents like she does...." 2019

I am praying and hoping you will seriously consider having Virginia Loya manage the Lindsay Friday Night Market in this coming year of 2022.

Many prayers and love to you all,



Frances Brower
President, The Spirit and the Bride Kingdom Coalition

ATTACHMENT B

Virginia Loya's Business Profile

ATTACHMENT C

Letter of Participation & List of Requirements (English/Spanish)

January 26, 2022

From: Virginia Loya, VL Friday Night Market

To: All Lindsay Friday Night Market Vendors

Dear Vendors,

Thank you for participating in the past years of the Lindsay Friday Night Market!

We asked you to provide a copy of your Lindsay **city permit**. Your city permit can be paid at the City Hall, located at 251 E. Honolulu St., Lindsay, CA. 93247.

Here is a list of requirements:

Retail Vendors:

1. **Copy of your city permits receipt**
2. **Copy of your sellers permits receipt**
3. **Chamber of Commerce membership**

Food Vendors:

1. **Copy of your city permits receipt**
2. **Copy of your sellers permits**
3. **Copy of your Health Dept. Permit**
4. **Submit your Health Dept. application**
5. **Chamber of Commerce membership**

We will be checking each booth on the first market to ensure that all vendors have met the requirements. We'll keep a record on hand of those who have already submitted everything. Avoid the hassle of asking you to leave until you complete the process!

Best regards,

ATTACHMENT D

APPLICATION FOR RETAIL VENDORS (English & Spanish)

VL Friday Night Market

Operated by
Virginia Loya

5:00 pm. – 10:00 pm.

Retail Application

Company: _____ Contact Person: _____
Address: _____ City: _____ Zip: _____
Telephone: (____) _____ - _____ Seller's Permit Number: _____
Brief description of items to be sold: _____

Stall Rental Fee \$25 (10'X10')
\$15 Reservation Fee (First Friday of each month)

RULES and REGULATIONS: Booth size is limited to 10' x 10'. The market will not provide the pop-up tents, tables or chairs. **Only Food Vendors can sell water and sodas. There will be a \$15 reservation fee per month, which is due on the first Wednesday of the month.** No drugs, alcohol, or sexually explicit items are to be displayed, sold, or given away.

SET UP: Spaces will be assigned by the Market Manager. No changes of location will be accepted. You may begin setting up at 3:45 pm. All vehicles must be out of the area by 5:00 pm. and are not permitted back until 10:00 pm.

SELLER'S PERMIT: The Special Events Certification (State Board of Equalization License) must be completed and returned with your application.

CITY OF LINDSAY LICENSE: No vendor can operate at the FRIDAY Night Market without a City of Lindsay Business License (\$61 for the first year; \$31 every year after).

MEMBERSHIP APPLICATION: An annually Chamber membership of \$50 will be required.

PRODUCT TYPE: Vendors must specify what they will be selling when submitting the application; no additional merchandise will be allowed. The number and types of booths will be at the discretion of the Market Manager. **No confetti eggs, water guns, noise poppers, fireworks, canned string of any type are allowed.**

OPERATION: Management reserves the right to restrict vendor to acceptable behavior and appearance during all activities.

LIABILITY: In consideration of the acceptance of the right to participate, entrant by execution of this entry form, releases and discharges the VL Friday Night Market and The City of Lindsay and their officers, directors, employees, agents, representatives, and servants and anyone else connected with management or presentation of the VL Friday Night Market from any and all known or unknown damages, inquiries, losses, judgment, and/or claims from any causes whatsoever that may be suffered by any entrant to his person or property. Further, each entrant expressly agrees to indemnify all of the foregoing entities, person and bodies of and from any and all liabilities occasioned or resulting from conduct of entrant.

ACCEPTANCE: I have read and agree to all conditions of the VL Friday Night Market and the rules governing the event as set forth in this form and agree to observe all rule and decisions of event management. Other information regarding the event may be obtained by calling Virginia Loya

Return to: VL Friday Night Market, 275 N Elmwood, Lindsay, CA 93247.
Please make check payable to: VL Friday Night Market.

Signature: _____ Date: ____/____/____

APPLICATION MUST BE PRE APPROVED BY THE MARKET MANAGER
VIRGINIA LOYA

VL MERCADO DE LOS VIERNES

Operado por
Virginia Loya

5:00 pm. – 10:00 pm.

APLICACIÓN PARA MINORISTAS

Compañía: _____ Persona a contactar: _____
Dirección: _____ Ciudad: _____
Código Postal: _____ Teléfono: (____) _____ - _____
Número de permiso de vendedor _____
Descripción de los artículos que van a vender: _____

Cantidad de renta por puesto \$25 (10'X10')
\$15 Cantidad para reservar (Primer miércoles de cada mes)

REGLAS y REGULACIONES: El tamaño del puesto está limitado a 10 'x 10'. El mercado no proporcionará carpas, mesas o sillas. Solo los vendedores de alimentos pueden vender agua y refrescos. Habrá una tarifa de reserva **de \$ 15 por mes, que vence el primer miércoles del mes.** No se deben exhibir, vender ni regalar drogas, alcohol o artículos sexualmente explícitos.

MONTAJE DE LOS PUESTOS: Los espacios serán asignados por la coordinadora del mercado. No se aceptarán cambios de ubicación. Puede comenzar a armar sus puestos a las 3:45 pm. Todos los vehículos deben estar fuera del área a las 5:00 pm. y no se les permite regresar hasta las 10:00 pm.

PERMISO DE VENDEDOR: La Certificación de Eventos Especiales (Licencia de la Junta Estatal de Ecuilización) debe completarse y enviarse con su solicitud.

LICENCIA DE LA CIUDAD DE LINDSAY: Ningún vendedor puede operar en el Mercado Nocturno de los VIERNES sin una licencia comercial de la ciudad de Lindsay (\$ 61 durante el primer año; \$ 31 cada año después).

SOLICITUD DE MEMBRESÍA: Se requerirá una membresía anual de la Cámara de Comercio de \$ 50.

TIPO DE PRODUCTO: Los proveedores deben especificar qué venderán al enviar la solicitud; no se permitirá mercadería adicional. El número y tipo de puestos quedarán a criterio de la Coordinadora del Mercado. No se permiten huevos de confeti, pistolas de agua, juguetes ruidosos, fuegos artificiales, cuerdas enlatadas de ningún tipo.

OPERACIÓN: La administración se reserva el derecho de restringir al proveedor a un comportamiento y apariencia aceptables durante todas las actividades.

RESPONSABILIDAD: Para considerar su derecho a participar, el participante mediante la ejecución de este formulario de inscripción, libera y da de alta al VL Mercado de los Viernes y a la Ciudad de Lindsay y a sus funcionarios, directores, empleados, agentes, representantes y a cualquier persona relacionada con la gestión o presentación del VL Mercado de los Viernes de todos y cada uno de los daños, pérdidas, juicios y / o reclamaciones conocidas o desconocidas por cualquier daño que pueda sufrir cualquier participante a su persona o propiedad. Además, cada participante acuerda expresamente indemnizar a todas las entidades, personas y órganos anteriores de y de todas y cada una de las responsabilidades ocasionadas o resultantes de la conducta del participante.

ACEPTACIÓN: He leído y estoy de acuerdo con todas las condiciones del VL Mercado de los Viernes y las reglas que rigen el evento como se establece en este formulario y estoy de acuerdo en observar todas las reglas y decisiones de la gestión del evento. Se puede obtener más información sobre el evento llamando a Virginia Loya _____

Entregue o envíe sus documentos a: 275 N Elmwood Ave, Lindsay, CA 93247.
Haga el cheque pagadero a: VL Mercado de los Viernes

Firma: _____

Fecha de firma: ____/____/____

LA SOLICITUD DEBE SER APROBADA POR LA DIRECTORA DEL MERCADO
VIRGINIA LOYA _____

ATTACHMENT E

Application for Food Vendors (English/Spanish)

VIRGINIA LOYA'S BUSINESS PROFILE

Education

Lindsay Continuation School	High School Diploma – June 1976
Federico Beauty College	Cosmetology Certificate - June 1977
State Board of Cosmetology and Barbering	License September 1977

Employment

Gracie's Unique Creatives	Stylist, Sept. 1977-Dec. 1990
Porterville, Tulare, & Selma Flea Markets	Retail Vendor, 1982-2000
Virginia's Hair Studio	Business Owner – Dec. 1990 to Present
Marketa Quiroga (Lindsay)	Co-Owner – 2000-2003
Chamber of Commerce	Friday Night Market Manager April 2004-November 2018
Lindsay Chamber of Commerce	Director, 2011-Present
Virginia's Hair Studio & Wedding Boutique	June 2021 - Present

Awards

Charter Member Certificate Foothill Rotary Club of Lindsay Lindsay Chamber of Commerce Lindsay Chamber of Commerce Lindsay Chamber of Commerce California State Senate Award Certificate of Recognition Hispanic Heritage Award 2008 Tulare County Hispanic Roundtable California Legislature Assembly Certificate of Recognition Small Business of the Year Award Tulare County Board of Supervisors Certificate of Special Congressional Recognition Lindsay Chamber of Commerce	Virginia Loya – April 2019 2000 President's Award Woman of the Year – 2001 Woman of the Year 2002 Lindsay Bloomers" Landscape Virginia's Hair Studio – Jan. 2000 Small Business of the Year Virginia's Hair Studio Virginia's Hair Studio 2008 Hispanic Heritage Business of the Year 2008 Virginia Loya 2008 President's Award
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VL Friday Night Market

Operated by

Virginia Loya

5:00 pm. – 10:00 pm.

Food Concession Application

Company: _____ Contact Person: _____
Address: _____ City: _____ Zip: _____
Telephone: (____) _____ - _____ Seller's Permit Number: _____
Brief description of food for sale: _____

Food Vendors \$100 (10'X10')

RULES and REGULATIONS: Vendor is required to provide his own booth, tables and chairs for their own use. Two trash containers and provide your own generator. Place hot coals only in designated containers any other type of beverages should be placed in a clear container and there is no glass bottles allowed. Vendor must provide water for food use and hand washing and own chairs for there use. No drugs, alcohol, or sexually explicit items are to be displayed, sold, or given away.

SET UP: Spaces will be assigned by the coordinator. No changes of location will be accepted. No fees returned. You may begin setting up at 3:45 pm. All vehicles must be out of the event area by 5:00 pm. and are not permitted back until 10:00 pm.

HEALTH DEPARTMENT: Regulations of the Health Department will be enforced. The Health Department food vendor form must be completed and forwarded with your application to VL Friday Night Market , 275 N Elmwood Ave, Lindsay, CA 93247. We cannot accept your application without the Health Department Food vendor application form. Deadline for receipt of the application and food vendor form is two weeks before event.

SELLER'S PERMIT: The Special Events Certification form (State Board of Equalization License) must be completed and returned with your application.

LIABILITY INSURANCE: It is required to have proof of active liability insurance when submitting your application.

CITY OF LINDSAY BUSINESS LICENSE: No vendor can operate at the VL Friday Night Market without a City of Lindsay Business License

PRODUCT TYPE: Vendors must designate what they will be selling. The number of related food items will be at the discretion of the Market Manager.

OPERATION: Management reserves the right to restrict vendor to acceptable behavior and appearance during all activities.

LIABILITY: In consideration of the acceptance of the right to participate, entrant by execution of this entry form, releases and discharges VL Friday Night Market and The City of Lindsay and their officers, directors, employees, agents, representatives, and servants and anyone else connected with management or presentation of the VL Friday Night Market from any and all known or unknown damages, inquiries, losses, judgment, and/or claims from any causes whatsoever that may be suffered by any entrant to his person or property. Further, each entrant expressly agrees to indemnify all of the foregoing entities, person and bodies of and from any and all liabilities occasioned or resulting from conduct of entrant.

ACCEPTANCE: I have read and agree to all conditions of the VL Friday Night Market and the rules governing the event as set forth in this form and agree to observe all rule and decision of event management. Other information regarding the event may be obtained by calling Virginia Loya [REDACTED].

Return to: 275 N Elmwood Ave, Lindsay, CA 93247.

Please make check payable to: VL Friday Night Market.

Signature: _____

Date: ____/____/____

APPLICATION MUST BE PRE APPROVED BY THE MARKET DIRECTOR
VIRGINIA LOYA [REDACTED]

VL MERCADO DE LOS VIERNES

Operado por

Virginia Loya

Número de contacto. [REDACTED]

5:00 pm. – 10:00 pm.

APLICACIÓN PARA PODER VENDER COMIDA

Compañía: _____ Persona a contactar: _____
Dirección: _____ Ciudad: _____
Código Postal: _____ Teléfono: (____) _____ - _____
Número de permiso de vendedor _____
Descripción de la comida que va a vender: _____

ESPACIO Y PRECIO \$100 (10'X10')

REGLAS Y REGULACIONES: Se requiere que el vendedor proporcione su propio puesto, mesas y sillas para su propio uso. Dos contenedores de basura y QUE proporcione su propio generador. Que coloque el carbón caliente solo en los recipientes designados; cualquier otro tipo de bebida debe colocarse en un recipiente transparente y no se permiten botellas de vidrio. El vendedor debe proporcionar agua para uso alimenticio y para lavarse las manos y tener sillas para su propio uso. No se deben exhibir, vender ni regalar drogas, alcohol o artículos sexualmente explícitos.

MONTAJE: Los espacios serán asignados por el coordinador. No se aceptarán cambios de ubicación. No se devuelven pagos. Puede comenzar a ensamblar su puesto a las 3:45 pm. Todos los vehículos deben estar fuera del área del evento a las 5:00 pm. y no se les permite regresar hasta las 10:00 pm.

REGULACIONES DEL DEPARTAMENTO DE SALUD: Se harán cumplir las regulaciones del Departamento de Salud. El formulario de proveedor de alimentos del Departamento de Salud debe completarse y enviarse con su solicitud a VL Mercado Nocturno de los Viernes, 275 N Elmwood Ave, Lindsay, CA 93247. No podemos aceptar su solicitud sin el formulario de solicitud de proveedor de alimentos del Departamento de Salud. La fecha límite para recibir la solicitud y el formulario del vendedor de alimentos es dos semanas antes del evento.

PERMISO PARA VENDER: El formulario de Certificación de Eventos Especiales (Licencia de la Junta Estatal de Ecuilización) debe completarse y enviarse con su solicitud.

SEGURO DE RESPONSABILIDAD: Se requiere tener prueba de seguro de responsabilidad activo al enviar su solicitud.

LICENCIA COMERCIAL DE LA CIUDAD DE LINDSAY: Ningún proveedor puede operar en VL Mercado de los viernes sin una licencia comercial de la ciudad de Lindsay

TIPO DE PRODUCTO: Los proveedores deben designar lo que venderán. La cantidad de puestos de alimentos relacionados quedará a discreción del gerente de mercado.

OPERACIÓN: La administración se reserva el derecho de restringir al proveedor a un comportamiento y apariencia aceptables durante todas las actividades.

RESPONSABILIDAD: Para considerar su derecho a participar, el participante mediante la ejecución de este formulario de inscripción, libera y da de alta al VL Mercado de los Viernes y a la Ciudad de Lindsay y a sus funcionarios, directores, empleados, agentes, representantes y a cualquier persona relacionada con la gestión o presentación del VL Mercado de los Viernes de todos y cada uno de los daños, pérdidas, juicios y / o reclamaciones conocidas o desconocidas por cualquier daño que pueda sufrir cualquier participante a su persona o propiedad. Además, cada participante acuerda expresamente indemnizar a todas las entidades, personas y órganos anteriores de y de todas y cada una de las responsabilidades ocasionadas o resultantes de la conducta del participante.

ACEPTACIÓN: He leído y estoy de acuerdo con todas las condiciones del VL Mercado de los Viernes y las reglas que rigen el evento como se establece en este formulario y estoy de acuerdo en observar todas las reglas y decisiones de la gestión del evento. Se puede obtener más información sobre el evento llamando a Virginia Loya [REDACTED]

Entregue o envíe sus documentos a: 275 N Elmwood Ave, Lindsay, CA 93247.

Haga el cheque pagadero a: VL Mercado de los Viernes

Firma: _____

Fecha de firma: ____/____/____

LA SOLICITUD DEBE SER APROBADA POR LA DIRECTORA DEL MERCADO
VIRGINIA LOYA [REDACTED]

ATTACHMENT F

Application for Information Booth

VL Friday Night Market

Operated by
Virginia Loya

5:00 pm. - 10:00 pm.

Information Booth Application

Company: _____
Address: _____
Telephone: (____) _____ - _____

Contact Person: _____
City: _____ Zip: _____
Electricity Needed? Yes _____ No _____

Stall Rental Fee \$25 (10'X10')
\$15 Reservation Fee (First Friday of each month)

RULES and REGULATIONS: Booth size is limited to 10'x 10'. Vendor is required to provide his own pop-up tents tables and chairs for their own personal use. Only Food Vendors can sell water and sodas. **There will be a \$15 reservation fee per month; which is due on the first Saturday of the month.** No drugs, alcohol, or sexually explicit items are to be displayed, sold, or given away. Your area must be cleaned before you leave.

SET UP: Spaces will be assigned by the Market Manager. No changes of location will be accepted. You may begin setting up at 3:45 pm. All vehicles must be out of the event area by 5:00 pm. and are not permitted back until 10:00 pm.

OPERATION: Management reserves the right to restrict vendor to acceptable behavior and appearance during all activities.

LIABILITY: In consideration of the acceptance of the right to participate, entrant by execution of this entry form, release and discharge the VL Friday Night Market and their officers, directors, employees, agents, representatives, and servants and anyone else connected with management or presentation of the VL Friday Night from any and all known or unknown damages, inquiries, losses, judgment, and/or claims from any causes whatsoever that may be suffered by any entrant to his person or property. Further, each entrant expressly agrees to indemnify all of the foregoing entities, person and bodies of and from any and all liabilities occasioned or resulting from conduct of entrant.

ACCEPTANCE: I have read and agree to all conditions of the VL Friday Night Market and the rules governing the event as set forth in this form and agree to observe all rule and decisions of event management. Other information regarding the event may be obtained by calling Virginia Loya (559) 333-1994.

Return to: _____
Please make check payable to: VL Friday Night Market.

Signature: _____

Date: ____ / ____ / ____

APPLICATION MUST BE PRE APPROVED BY THE MARKET MANAGER
VIRGINIA LOYA _____

VL Friday Night Market

Operated by
Virginia Loya

5:00 pm. - 10:00 pm.

Non-Profit Booth Application

Company: _____
Address: _____
Telephone: (____) _____ - _____

Contact Person: _____
City: _____ Zip: _____
Electricity Needed? Yes _____ No _____

Stall Rental Fee \$15 (10'X10')
\$15 Reservation Fee (First Friday of each month)

RULES and REGULATIONS: Booth size is limited to 10' x 10'. Vendor is required to provide his own pop-up tents tables and chairs for their own personal use. Only Food Vendors can sell water and sodas. **There will be a \$15 reservation fee per month; which is due on the first Saturday of the month.** No drugs, alcohol, or sexually explicit items are to be displayed, sold, or given away. Your area must be cleaned before you leave.

SET UP: Spaces will be assigned by the Market Manager. No changes of location will be accepted. You may begin setting up at 3:45 pm. All vehicles must be out of the event area by 5:00 pm. and are not permitted back until 10:00 pm.

OPERATION: Management reserves the right to restrict vendor to acceptable behavior and appearance during all activities.

LIABILITY: In consideration of the acceptance of the right to participate, entrant by execution of this entry form, release and discharge the VL Friday Night Market and their officers, directors, employees, agents, representatives, and servants and anyone else connected with management or presentation of the VL Friday Night from any and all known or unknown damages, inquiries, losses, judgment, and/or claims from any causes whatsoever that may be suffered by any entrant to his person or property. Further, each entrant expressly agrees to indemnify all of the foregoing entities, person and bodies of and from any and all liabilities occasioned or resulting from conduct of entrant.

ACCEPTANCE: I have read and agree to all conditions of the VL Friday Night Market and the rules governing the event as set forth in this form and agree to observe all rule and decisions of event management. Other information regarding the event may be obtained by calling _____

Return to: VL Friday Night Market 275 N Elmwood, Lindsay, CA 93247.

Please make check payable to: VL Friday Night Market.

Signature: _____

Date: ____/____/____

**APPLICATION MUST BE PRE APPROVED BY THE MARKET MANAGER
VIRGINIA LOYA _____**

ATTACHMENT H

Beer License Application

DAILY LICENSE APPLICATION/AUTHORIZATION - Non Transferable

Instructions: Complete all items. Submit to local ABC District Office with required fee (Cashier's Check or Money Order) payable to ABC. Once license is issued, fee cannot be refunded. For a listing of ABC District Offices please visit <http://www.abc.ca.gov/distmap.html>

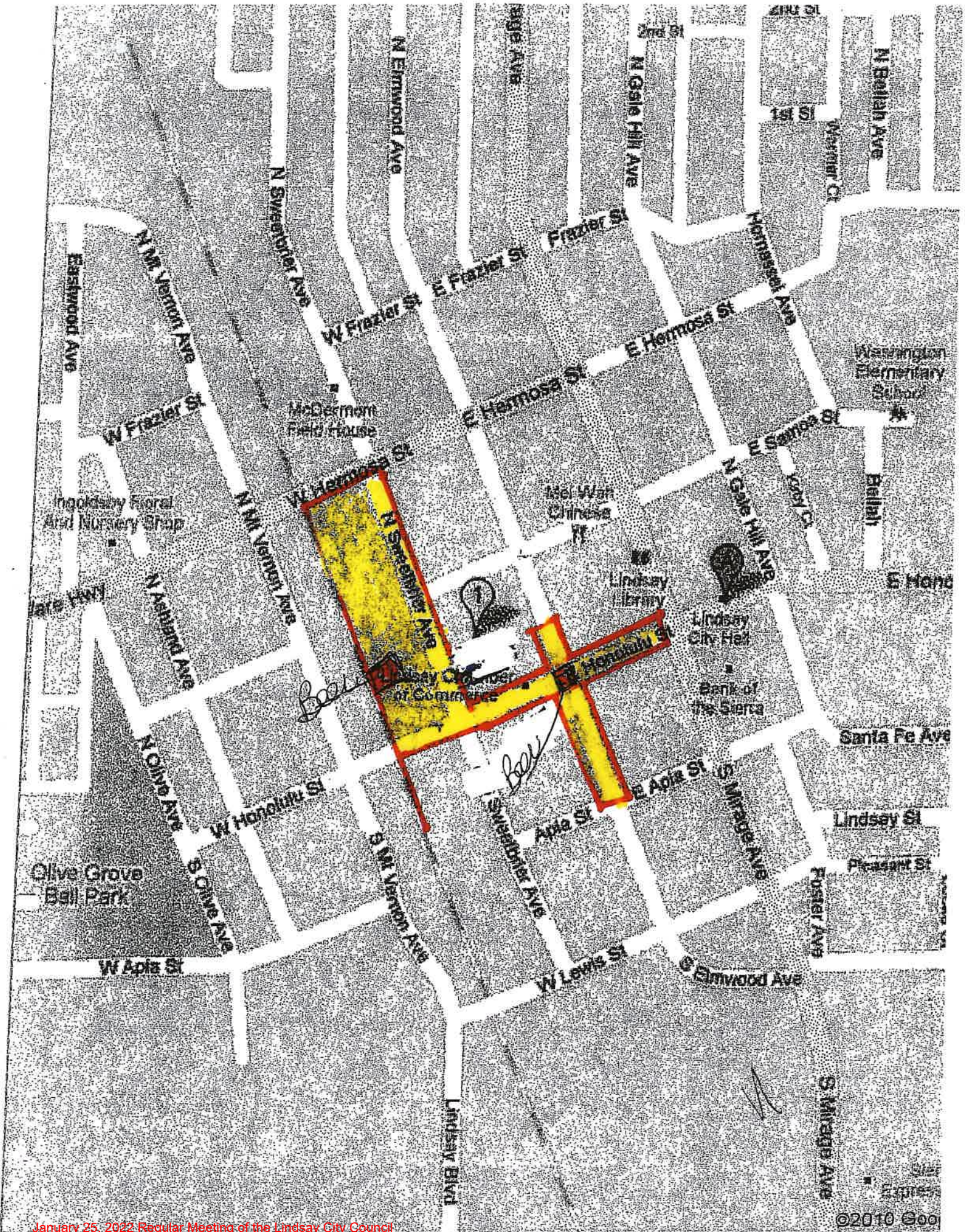
Pursuant to the authority granted by the organization named below, the undersigned hereby applies for the license(s) described below.

LICENSE NUMBER	GEO CODE
RECEIPT NUMBER	
FEE	
\$	

1. ORGANIZATION'S NAME		CONDITIONS REQUIRED <input type="checkbox"/> Yes <input type="checkbox"/> No		DIAGRAM REQUIRED <input type="checkbox"/> Yes <input type="checkbox"/> No	
2. LICENSE TYPE (Check appropriate license type AND organization type)					
a. <input type="checkbox"/> Daily General (\$25.00) (Includes beer, wine and distilled spirits)					
<input type="checkbox"/> Political Party/Affiliate Supporting Candidate for Public Office or Ballot Measure		<input type="checkbox"/> Fraternal Organization in Existence Over Five Years with Regular Membership			
<input type="checkbox"/> Organization Formed for Specific Charitable or Civic Purpose		<input type="checkbox"/> Religious Organization			
<input type="checkbox"/> Other: _____		<input type="checkbox"/> Vessel per Section 24045.10 B&P (\$50.00)			
NUMBER OF DISPENSING POINTS _____					
b. <input type="checkbox"/> Special Daily Beer (\$25.00) <input type="checkbox"/> Special Daily Beer & Wine (\$50.00) <input type="checkbox"/> Special Daily Wine (\$25.00)					
<input type="checkbox"/> Charitable <input type="checkbox"/> Fraternal <input type="checkbox"/> Social		<input type="checkbox"/> Political <input type="checkbox"/> Other: _____			
<input type="checkbox"/> Civic <input type="checkbox"/> Religious <input type="checkbox"/> Cultural		<input type="checkbox"/> Amateur Sports Organization			
NUMBER OF DISPENSING POINTS _____					
c. <input type="checkbox"/> Special Temporary License (\$100.00) (Different privileges depending on statute)					
<input type="checkbox"/> Television Station per Section 24045.2 or 24045.9 B&P		<input type="checkbox"/> Person conducting Estate Wine Sale per Section 24045.8 B&P			
<input type="checkbox"/> Nonprofit Corporation per Sections 24045.4 and 24045.6 B&P		<input type="checkbox"/> Women's Educational and Charitable Organization per Section 24045.3 B&P			
<input type="checkbox"/> Other Special Temporary Licenses, per Section					
License number _____		Amount \$ _____			
3. EVENT TYPE					
<input type="checkbox"/> Dinner		<input type="checkbox"/> Dance		<input type="checkbox"/> Wedding	
<input type="checkbox"/> Sports Event		<input type="checkbox"/> Concert		<input type="checkbox"/> Birthday	
<input type="checkbox"/> Lunch		<input type="checkbox"/> Picnic		<input type="checkbox"/> Barbeque	
<input type="checkbox"/> Mixer		<input type="checkbox"/> Carnival		<input type="checkbox"/> Dinner Dance	
<input type="checkbox"/> Social Gathering		<input type="checkbox"/> Festival			
<input type="checkbox"/> Other: _____					
4. TOTAL # OF DAYS	5. ESTIMATED ATTENDANCE	6. HOURS OF ALCOHOLIC BEVERAGE SALES, SERVICE AND/OR CONSUMPTION			
		From _____ To _____			
7. EVENT DATE(S)		8. EVENT IS OPEN TO THE PUBLIC			
		<input type="checkbox"/> Yes <input type="checkbox"/> No			
9. EVENT LOCATION (Give facility name, if any, street number and name, and city)					
10. LOCATION IS WITHIN THE CITY LIMITS		11. TYPE OF ENTERTAINMENT		12. SECURITY GUARDS	
<input type="checkbox"/> Yes <input type="checkbox"/> No				<input type="checkbox"/> Yes <input type="checkbox"/> No	
				If yes, how many? _____	
13. AUTHORIZED REPRESENTATIVE'S NAME				14. REPRESENTATIVE'S TELEPHONE NUMBER	
15. REPRESENTATIVE'S ADDRESS					
16. ORGANIZATION'S MAILING ADDRESS (if different from #15 above)					
17. AUTHORIZED REPRESENTATIVE'S SIGNATURE				18. DATE SIGNED	
PROPERTY OWNER APPROVAL BY (Name), REQUIRED		PHONE NUMBER	PROPERTY OWNER SIGNATURE		DATE SIGNED
LAW ENFORCEMENT APPROVAL BY (Name), IF APPLICABLE		PHONE NUMBER	LAW ENFORCEMENT SIGNATURE		DATE SIGNED
DISTRICT OFFICE APPROVAL BY (Name)			ABC EMPLOYEE SIGNATURE		ISSUANCE DATE

The above-named organization is hereby licensed, pursuant to the California Business and Professions Code Division 9 and California Code of Regulations, to engage in the temporary sale of alcoholic beverages for consumption at the above named location for the period authorized above. This license does not include off-sale ("to-go") privileges.

This license may be revoked summarily by the Department if, in the opinion of the Department and/or the local law enforcement agency, it is necessary to protect the safety, welfare, health, peace and morals of the people of the State.





STAFF REPORT

TO: Lindsay City Council
FROM: Mayra Espinoza-Martinez, Executive Projects Manager/City Clerk
DEPARTMENT: City Manager
ITEM NO.: 11.2
MEETING DATE: January 25, 2022

ACTION & RECOMMENDATION

Selection of Mayor Pro Tem for a One-Year Term Commencing on January 25, 2022.

BACKGROUND | ANALYSIS

Per the City Council Handbook approved on January 11, 2022, by Resolution 21-50:

- 2.1 Appointment of Mayor Pro Tem. The Council shall appoint from among their members a Mayor Pro Tem. Nominations shall be recorded by the City Clerk. The City Clerk will confirm acceptance of each nomination and put each nominee's name to a vote in the order of the nominations received. The Mayor Pro Tem shall serve a one-year term and fulfill the duties of the Mayor in their absence.

FISCAL IMPACT

None.

ATTACHMENTS

None.