



# 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 December 13, 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. 8034 or via email at [lindsay.cityclerk@lindsay.ca.us](mailto:lindsay.cityclerk@lindsay.ca.us).

## 1. CALL TO ORDER

## 2. PLEDGE

Led by Mayor CAUDILLO.

## 3. ROLL CALL

### 3.1 Oath of Office for Elected Councilmembers (pp. 5 – 6)

Yolanda Flores (p. 5)

Rosaena Sanchez (p. 6)

*Presented by Francesca Quintana, City Clerk & Assistant to the City Manager*

## 4. CITY COUNCIL REORGANIZATION

### 4.1 Selection of Mayor for a Two-Year Term Commencing on December 13, 2022 (p. 7)

*Presented by Francesca Quintana, City Clerk & Assistant to the City Manager*

### 4.2 Selection of Mayor Pro Tem for a One-Year Term Commencing on December 13, 2022 (p. 8)

*Presented by Francesca Quintana, City Clerk & Assistant to the City Manager*

### 4.3 Review Existing Appointments and Consider the Approval of Appointment of Council Member Representatives to Boards, Agencies, and Committees (pp. 9 – 12)

*Presented by Geselle Arellano, Executive Assistant/Deputy City Clerk*

## 5. APPROVAL OF AGENDA

## 6. 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.

**7. COUNCIL REPORT**

**8. CITY MANAGER REPORT**

**9. RECOGNITION ITEMS**

9.1 Proclamation in Honor of the Lindsay Police Officer's Association's (LPOA) Annual Santa Night (p. 13)

9.2 Fifteen (15) Year Service Award Presentation

*Presented to Sergeant Kevin Riley*

*Presented by Chief Rick Carrillo, Director of Public Safety*

**10. PRESENTATION ITEMS**

10.1 Introduction of Public Safety Officer Matt McMillan

*Presented by Chief Rick Carrillo, Director of Public Safety*

10.2 Lindsay Sister City Committee Presentation (pp. 14 – 47)

*Presented by Carolina Serna and Laura Cortes*

**11. CONSENT CALENDAR**

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

11.1 Minutes from November 08, 2022, Regular Meeting (pp. 48 – 52)

11.2 Warrant List for November 01, 2022, through December 04, 2022 (pp. 53 – 64)

11.3 Treasurers Report for November 2022 (p. 65)

11.4 Consider the Minute Order Renewal of Property Lease Agreement between the City of Lindsay and Lexsay's Simple Sack Lunch and Authorize City Manager to Execute Any Documents Thereto (pp. 66 – 80)

11.5 Consider the Minute Order Approval of the City Council Regular Meeting Schedule for January – December 2023 (pp. 81 – 82)

11.6 Notification of Participation in the Federal Excess Property Acquisition Program (1033 Program) through the Defense Logistic Agency's Law Enforcement Support Office (LESO) (pp. 83 – 85)

11.7 Consider the Approval of **Resolution 22-60**, A Resolution of the City Council of the City of Lindsay Authorizing Wage and Related Benefits for Employees of the Mid-Management Group (pp. 86 – 93)

- 11.8 Consider the Approval of **Resolution 22-61**, A Resolution of the City Council of the City of Lindsay Authorizing Salary Schedule Changes in Compliance with State-Mandated Minimum Wage and Minimum Salary Law Effective January 01, 2023 (pp. 94 – 100)
- 11.9 Consider the Minute Order Approval of **Resolution 22-62**, A Resolution of the Lindsay City Council of the City of Lindsay Accepting the 2022 Municipal Election Results as Certified by the Tulare County Registrar of Voters (pp. 101 – 108)
- 11.10 Notification of Cooperative Fire Protection Agreement Between the County of Tulare and City of Lindsay For Automatic Aid and Use of Radio Frequencies (pp. 109 – 119)
- 11.11 Consider the Approval of **Resolution 22-63**, A Resolution of the City Council of the City of Lindsay, Authorizing the Purchase and Sale Agreement for the Property Located at 100 E. Honolulu Street, Lindsay, CA 93247 (APN 205-236-014), And Finding that the Acquisition is Exempt from Review Under the California Environmental Quality Act (CEQA) Pursuant to Section 15301 of The CEQA Guidelines, Authorizing Close of Escrow, and Authorizing City Manager to Execute Any Documents Thereto (pp. 120 – 128)
- 11.12 Consider the Approval of **Resolution 22-64**, A Resolution of the City Council of the City of Lindsay Authorizing the Withdrawal from the Central San Joaquin Valley Risk Management Authority (CSJVRMA) (pp. 129 – 131)
- 11.13 Consider Approval of **Resolution 22-66**, A Resolution of the City Council of the City of Lindsay Proclaiming a Local Emergency, Ratifying the Proclamation of a State Emergency by Governor Newsom on March 4, 2020, and Authorizing a Hybrid Meeting Format of the Legislative Bodies of the City of Lindsay to Allow Attendance In Person or Teleconference Pursuant to Government Code Section 54953(e)(3). (pp. 132 – 136)

## 12. PUBLIC HEARINGS

- 12.1 First Reading of **Ordinance No. 604**, An Ordinance of the City of Lindsay Amending Titles One (1) Through Eighteen (18) of the Lindsay Municipal Code to Set the Approval of Municipal Fees and Charges for Various Municipal Services via City Council Resolution, and Repealing all other Ordinances Relative to the Setting of Municipal Fees and Charges Thereto, and Authorization to Waive Full Reading of Said Ordinance and Authorize Reading by Title Only (pp. 137 – 157)
- Presented by Francesca Quintana, City Clerk & Assistant to the City Manager*
- 12.2 Consider the Approval of **Resolution 22-65**, A Resolution of the City Council of the City of Lindsay Adopting a New Citywide Fee Schedule, Establishing and Amending Municipal Fees and Charges for Various Municipal Services, and Repealing all other Resolutions Relative to Municipal Fees and Charges Thereto (pp. 158 – 252)

*Presented by Tony Thrasher, Willdan Financial Services*

**13. ACTION ITEMS**

13.1 Consider the Approval of Second Amendment to Professional Services Agreement to Provide Professional Consulting and Related Services by and between Retail Strategies, LLC and the City of Lindsay and Authorize City Manager to Execute Any Documents Thereto (pp. 253 – 255)

*Presented by Joseph M. Tanner, City Manager*

13.2 Consider the Approval of **Resolution 22-67**, A Resolution of the City Council of the City of Lindsay, County of Tulare, State of California, Authorizing the Purchase and Sale Agreement, Deed of Trust, and Covenant Agreement for the Property Located at 365 Sweetbriar Avenue, Lindsay, CA 93247 (APN's 205-293-011 and 205-293-015) Commonly Referred to as McDermont Field House, Finding that the Acquisition is Exempt from Review Under the California Environmental Quality Act (CEQA) Pursuant to Section 15312 of the CEQA Guidelines, and Authorizing City Manager to Execute Any Documents Thereto (pp. 256 – 304)

*Presented by Joseph M. Tanner, City Manager*

**14. EXECUTIVE (CLOSED) SESSION**

14.1 Conference with Legal Counsel – Anticipated Litigation

Significant Exposure to Litigation Pursuant to Cal. Gov. Code §54956.9(d)(2): 1 Case

**15. REQUEST FOR FUTURE ITEMS**

**16. ADJOURNMENT**

Lindsay City Council meetings are held in the City Council Chambers at 251 E. Honolulu Street in Lindsay, California beginning at 6:00 P.M. on the second and fourth Tuesday of every month unless otherwise noticed. Materials related to an Agenda item submitted to the legislative body after distribution of the Agenda Packet are available for public inspection in the office of the City Clerk during normal business hours. Complete agenda is available at [www.lindsay.ca.us](http://www.lindsay.ca.us). In compliance with the Americans with Disabilities Act & Ralph M. Brown Act, if you need special assistance to participate in this meeting, or to be able to access this agenda and documents in the agenda packet, please contact the office of the City Clerk at (559) 562-7102 x 8034. 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.



STATE OF CALIFORNIA    )  
CITY OF LINDSAY        ) ss.   OATH OF OFFICE  
COUNTY OF TULARE     )

I, YOLANDA FLORES, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of California, and all local ordinances, and that I will faithfully and impartially perform the duties of the office of Council Member of the City of Lindsay, according to the law and to the best of my ability.

\_\_\_\_\_  
YOLANDA FLORES

Subscribed and sworn before me this 13<sup>th</sup> day of December 2022.

\_\_\_\_\_  
FRANCESCA QUINTANA  
CITY CLERK



STATE OF CALIFORNIA )

CITY OF LINDSAY ) ss. OATH OF OFFICE

COUNTY OF TULARE )

I, ROSAENA SANCHEZ, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of California, and all local ordinances, and that I will faithfully and impartially perform the duties of the office of Council Member of the City of Lindsay, according to the law and to the best of my ability.

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ROSAENA SANCHEZ

Subscribed and sworn before me this 13<sup>th</sup> day of December 2022.

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FRANCESCA QUINTANA  
CITY CLERK



## STAFF REPORT

TO: Lindsay City Council  
FROM: Francesca Quintana, City Clerk & Assistant to the City Manager  
DEPARTMENT: City Manager  
ITEM NO.: 4.1  
MEETING DATE: December 13, 2022

### **ACTION & RECOMMENDATION**

Selection of Mayor for a Two-Year Term Commencing on December 13, 2022.

Staff recommends that the Council make the appointment of a Mayor at the December 13, 2022, regular meeting.

### **BACKGROUND | ANALYSIS**

Per Section 2.1 of the City Council Handbook approved on January 11, 2022, by Resolution 21-50:

“The Council shall appoint from among their members a Mayor. 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 shall serve a two-year term and serve as the Presiding Officer of the Council.”

Per Section 3.2 of the City Council handbook approved on January 11, 2022, by Resolution 21-50:

“The reorganization of the Council shall occur at the first meeting in December, or as soon thereafter.”

Per Section 3.12 of the Charter of the City of Lindsay:

“The City Council shall elect from among its members a Mayor who shall serve at the pleasure of the City Council.”

### **FISCAL IMPACT**

None.

### **ATTACHMENTS**

None.



## STAFF REPORT

TO: Lindsay City Council  
FROM: Francesca Quintana, City Clerk & Assistant to the City Manager  
DEPARTMENT: City Manager  
ITEM NO.: 4.2  
MEETING DATE: December 13, 2022

### **ACTION & RECOMMENDATION**

Selection of Mayor Pro Tem for a One-Year Term Commencing on December 13, 2022.

Staff recommends that the Council make the appointment of a Mayor Pro Tem at the December 13, 2022, regular meeting.

### **BACKGROUND | ANALYSIS**

Per Section 2.2 of the City Council Handbook approved on January 11, 2022, by Resolution 21-50:

“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.”

Per Section 3.2 of the City Council handbook approved on January 11, 2022, by Resolution 21-50:

“The reorganization of the Council shall occur at the first meeting in December, or as soon thereafter.”

Per Section 3.13 of the Charter of the City of Lindsay:

“The City Council shall elect from among its members a Mayor Pro Tern who shall serve at the pleasure of the City Council. The Mayor Pro Tern shall act as Mayor during the Mayor's absence or disability.”

### **FISCAL IMPACT**

None.

### **ATTACHMENTS**

None.



## STAFF REPORT

TO: Lindsay City Council  
 FROM: Geselle Arellano, Executive Assistant/Deputy City Clerk  
 DEPARTMENT: City Manager  
 ITEM NO.: 4.3  
 MEETING DATE: December 13, 2022

### ACTION & RECOMMENDATION

Review Existing Appointments and Consider the 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 25, 2022. 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.

**Table 1: Boards, Agencies, and Committees Appointments (effective December 14, 2022)**

<b>Board, Agency, or Committee Name</b>	<b>Meeting Time</b>	<b>Council Member Representative</b>	<b>Council Member Representative Alternate</b>
<b>Integrated Regional Water Management (IRWM)</b>	First Tuesday of every month at 9:00 AM	Caudillo	Cerros
<b>East Kaweah Groundwater Sustainability Agency (EKGSA)</b>	Fourth Monday of the first month of every quarter at 3:00 PM	Caudillo	Cerros
<b>Tulare County Association of Government (TCAG) Board of Governors</b>	Third Monday of every month at 1:00 PM	Caudillo	Serna
<b>Tulare County Regional Transit Agency (TCRTA) Board of Directors</b>	Third Monday of every month at 6:00 PM	Caudillo	Serna
<b>Tulare County Association of Government (TCAG)</b>	Third Monday of every month at 1:00 PM	No Appointment Necessary	Cerros <i>*Per Committee Byllaws, one (1) Alternate</i>

<b>Transit Representative</b>			<i>Representative appointed per County</i>
<b>Lindsay Wellness Center Programming Committee</b>	Second Monday of every month at 5:30 PM	Serna	Sanchez
<b>Healthy Kids Healthy Lindsay</b>	Quarterly, select Weekday's at 3:30 PM	Mayor <i>*Per Committee Policy, the Mayor is automatically the Board Member</i>	Mayor Pro Tem <i>*Per Committee Policy, the Mayor Pro Tem is automatically the Alternate Board Member</i>
<b>Tulare County City Selection Committee</b>	Quarterly, select Weekday's at 4:00 PM, or on an as-needed basis	Mayor <i>*Per Committee Bylaws the Mayor is automatically the selected member</i>	Cerros
<b>Friday Night Market Operations Ad-Hoc Oversight Committee</b>	As-needed basis	Caudillo <i>*Per Agreement with Market Operator, two (2) Council Member Representatives are needed</i>	Cerros <i>*Per Agreement with Market Operator, two (2) Council Member Representatives are needed</i>
<b>San Joaquin Valley (SJV) Air Pollution Control District Special City Selection Committee</b>	As-needed basis, typically in the evenings	Serna	Cerros
<b>Tulare County Council of Cities</b>	Bimonthly, Wednesday's at 4:00 PM, or on an as-needed basis	Flores	N/A

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 and will continue to apply for grant application should they become available in the future.

#### 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.

Tulare County Regional Transit Agency (TCRTA) Board of Directors

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 Association of Government (TCAG) Transit Representative

The Tulare County Association of Governments (TCAG) is required to have a member that represents transit agencies and riders on the Board. Per the policy, the elected official receiving the highest number of votes will be appointed as the member; the person with the second highest number of votes will have the opportunity to serve as the Transit alternate on the Board.

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

Tulare County City Selection Committee is comprised of the mayors of all eight (8) cities within Tulare County.

Friday Night Market Operations Ad-Hoc Oversight Committee

The Friday Night Market Operations Ad-Hoc Committee consists of two City Council members and the Market Operator. The Oversight Committee shall have final say in resolving disputes as submitted by vendors through a Complaint Form. The purpose of the ad-hoc oversight committee would be to settle disputes which the market operator was unable to resolve with a vendor(s).

San Joaquin Valley (SJV) Air Pollution Control District Special City Selection Committee

San Joaquin Valley (SJV) Air Pollution Control District Special City Selection Committee is a valley-wide Special City Selection Committee which is charged with making appointments of city representatives to the San Joaquin Valley Air Pollution Control District's (District's) Governing Board. The Special City Selection Committee consists of one member selected by a majority vote of the Council of each city located within the District. An alternate can be selected to attend if the primary member is unable to attend a meeting.

#### Tulare County Council of Cities

Tulare County Council of Cities serves as a framework in which Tulare County Cities can work effectively, efficiently, and cooperatively in developing solution to regional issues and is composed by the following cities, Lindsay, Porterville, Farmersville, Exeter, Tulare, Visalia, Woodlake, and Dinuba.

#### **FISCAL IMPACT**

None.

#### **ATTACHMENTS**

- None



# Proclamation

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**WHEREAS**, 2022 marks the 30<sup>th</sup> anniversary of the Lindsay Police Officer's Association Santa Night; and

**WHEREAS**, a Toy Drive where toys are distributed to the local children of Lindsay is held at Santa Night every year; and

**WHEREAS**, the 2022 Santa Night and Toy Drive was held on December 9<sup>th</sup>, 2022, at the Lindsay Department of Public Safety; and

**WHEREAS**, the 2022 Toy Drive was made possible by contributions from the Lindsay Rib Cook Off Committee, Jason and Sandy Anderson, Anderson Family Business, E&E Industries, Lindsay Gardens, Eric and Laurie Williams, Porterville Quilters, Loyalty Car Club, CHP Chips - Toys for Kids, Lindsay Rotary, Visalia PetSmart, Alex and Mari Mejia, Ana Carretero, Cheryl Cook, and Paula McGee; and

**WHEREAS**, the goal of every Santa Night is to bring joy, comfort, and happiness to the children of Lindsay.

**NOW, THEREFORE, BE IT RESOLVED**, that I, \_\_\_\_\_, Mayor of the City of Lindsay, do hereby thank every individual and group that made Santa Night possible, and urge all residents to join in activities that will benefit the Lindsay community.

**IN WITNESS WHEREOF**, I hereby set my hand and caused the Seal of the City of Lindsay to be affixed this 13<sup>th</sup> Day of December of 2022.

LINDSAY CITY COUNCIL

\_\_\_\_\_  
Mayor



# History

The Sister City Program was started in 1973 as a cultural exchange between the City of Lindsay and Ono City, Japan. Over the years more than 400 student, teachers, and community members have visited Ono City. In return, more than 400 Japanese citizens have visited Lindsay to see our beautiful town and the surrounding area, including Yosemite and Sequoia Parks.



## How it all started



The history of the bicultural partnership started off with a mutual friend, was questioned by Japanese media and ultimately celebrated by both parties thanks to a charismatic Japanese mayor who made everyone feel like they were the center of attention.

The International Relations committee of the Lindsay Kiwanis Club was trying to determine a suitable service project in which both the committee and the club as a whole could become involved. Neal Barker suggested the possibility of a Sister City and Tom Shimasaki suggested some city in Japan.

Tom Shimasaki got in touch with Serio Takahara in Tokyo after contacting the Visalia Kiwanis Club. Mr. Takahara had formerly lived in Visalia and attended Sequoia Junior College (now College of the Sequoias) before returning to Tokyo. He had been instrumental in lining up Mikki City to form a relationship with Visalia. He was also the one to suggest Ono City for Lindsay as he knew the Mayor who had already expressed an interest in pursuing the matter further.

On July 17, 1972 the Lindsay City Council unanimously authorized Resolution #1431 to form a Sister City relationship with Ono City, Japan. As a result of this action, Mayor ReDoy Kiesz and his wife made a trip to Ono City to carry the charter papers for both Mayors to sign thereby officially establishing the relationship. On Feb. 17, 1973 the charter was signed by both mayors Kiesz and Hayashi and the Sister City relationship had its formal beginning.

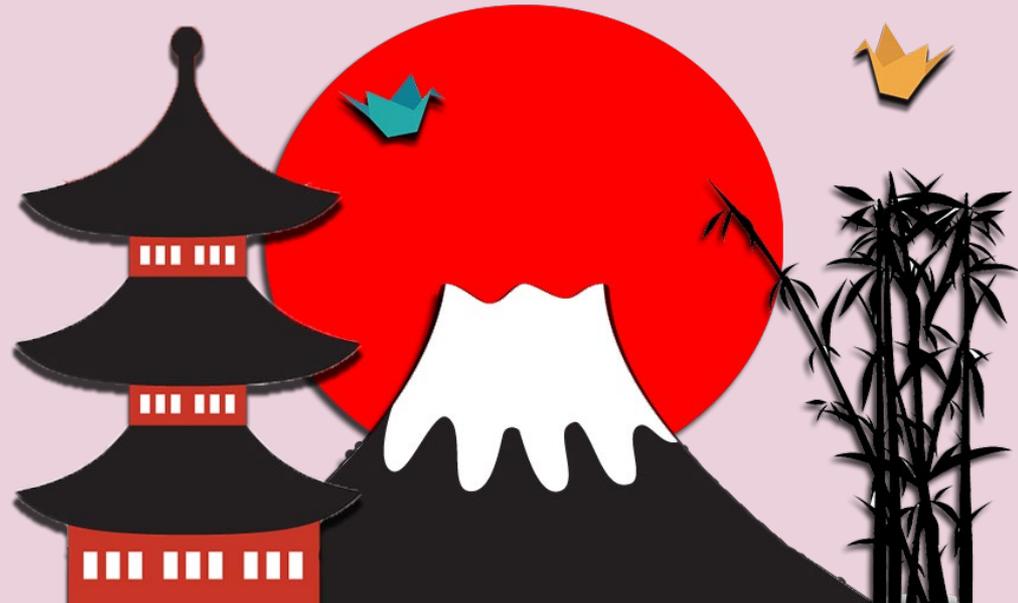
Ono City's first glimpse of its smaller Sister City was during the 1974 Orange Blossom Festival. Ono City Mayor Sachio Hayashi and his wife arrived in April 1974 as the guests of honor for the Festival. Barker wrote that Hayashi was interested in everyone and in every event that took place in the city.

The 25th Lindsay City Delegation Itinerary March 24 to April 2

DATE	TIME	a.m.	TIME	p.m.
24-Mar Sat.	11:55	Arrive at Kansai Airport	16:00	Leave Kansai Airport Arrive at Ono City Hall, take guests to home
25-Mar Sun.	Free day with the host families			
26-Mar Mon.	9:00	Meet at Community Center Ono	13:00	City library
	9:05	Orientation at City Hall	14:00	Ecrat
	10:00	Visit Mayor	16:00	Come home with host families
	10:30	Tour City Hall and Traditional industry center	19:00	Welcome Party at Eclat
	12:00	Lunch at Jinya (community restaurant)	20:30	Evening with host families
27-Mar Tue.	9:00	Meet at Community Center Ono	13:00	Kokokan Musium
	9:00	Gym	13:45	Tea ceremony
	9:30	Tour Jodoji temple	14:40	Wearing kimono and samurai suits
	10:30	Sunflower Park and Children's center		Learn Origami (folding paper)
	12:00	Lunch at Yodennoyakata	17:00	Evening with host families
28-Mar Wed.	9:00	Meet at Community Center Ono	13:00	Arute (pottery place)
	9:10	Yumanomori Park		
	9:45	Panaspic Ecotechnology Center	15:00	Yupika hot spring(foot bath)
	12:00	Lunch at Marugamejimen	17:00	Evening with host families
29-Mar Thu.	9:00	Meet at Community Center Ono	13:00	Visit Ono High School
		Changing host families		
	9:10	Visit Ono Technical High School		
	12:00	Lunch at Maturare	17:00	Evening with host families
30-Mar Fri.	8:30	Meet at Community Center Ono	14:00	Kobe sea cruising "FANTASY"
		Bus trip to Kobe	14:50	Free time at MOSAIC mall
	10:00	Kitano Meister Garden		
	11:30	Lunch at Chinese restaurant	16:00	Leave Kobe
		Free time in Nankinmachi (China town)	17:30	Evening with host families
1-Apr Sat.	Free day with host families			
2-Apr Sun.	Free day with host families			
2-Apr Mon.	7:30	Meet at Community Center Ono		
	8:00	Leave Ono		
		Arrive at Kansai Airport		
	13:10	Departure		

# Itinerary

Delegates have a full itinerary while in Japan and while in Lindsay.





# Mayor's Gift



December 13, 2022 Regular Meeting of the Lindsay City Council  
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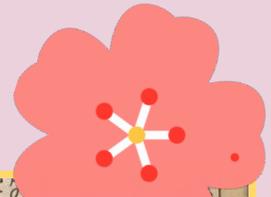
# The Wonderful Japanese People:



# Ono is a Beautiful City!



# Visit to City Hall and the Mayor



米リンゼイ市の6人表敬

小野市に親善訪問団

小野市が姉妹都市提携を  
ア州リンゼイ市からの親善  
訪問団を受け入れている。  
26日には6人が蓬萊務市長  
を表敬訪問し、市議会議長  
も見学したほか、特産品の  
そばを展示する市伝統産  
業会館（同市王子町）など  
を訪れた。

文書に市長印を押す体験をするリンゼイ市の  
高校生—小野市役所

西本町での十二単着付  
け体験をを楽しむ  
「姉妹都市提携は今年で45  
年。思い出を迎える小野の  
桜を楽しんで」などと呼び  
掛け、高校生を市長室にい  
す座らせた。

小学校長のタミー・ミリ  
ガンさん（60）は「ホームス  
テア先の男性が4人の娘を  
ともかくわがっているの  
が印象的で感心した」と話  
す。2年前に小野市を訪れ  
た姉から参加を勧められた  
というキルタン・カルサス  
さん16は「姉が気に入った  
お茶が楽しみです」（登原次郎）

種決済が可能なコンビニエ  
ンスストアも利用される。  
今月上旬、西昭市内のコン  
ビニでは、男性オーナー  
を購入し、高額な電子マネ  
ーを輸入して、11月に防犯  
男性の被害を未然に防い  
だ。どこか不自然な男性の  
雰囲気が、オーナーの連発  
げにつながった。常連客が  
6割という、店の観察眼に

種決済が可能なコンビニエ  
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6割という、店の観察眼に

三谷麻一朗ちゃん  
（2歳）  
加東市社

◆小野市議会3月定例会が  
会 小野市議選26日、2  
定例会本会議を再開し、3  
18年度の各町予算案を  
19議案を原案通り可決し  
た。3月末日までの任期が  
かとなる陰山茂教育長76  
を再任に同意した。また、自  
運転の実現に向けた取り組  
などを市議が学ぶため、4  
を4月17、18日に石川乗  
市へ派遣することも決め  
会した。（登原次郎）

は木造（一部鉄骨）延べ  
177平方メートル、2階アッ  
から滑走路が見られる。  
輪場も走る。請負契約の  
額は1億6400万円。  
2年連続で追加繰り出  
をする市立加西病院につ  
て西村和平日氏は、自身  
19年6月に任期満了とな  
ことを念頭に、来年度の  
時期にまた追加繰り出し  
なれば標準にはられるよ  
うにしたい。（登原次郎）

◆小野市議会3月定例会が  
会 小野市議選26日、2  
定例会本会議を再開し、3  
18年度の各町予算案を  
19議案を原案通り可決し  
た。3月末日までの任期が  
かとなる陰山茂教育長76  
を再任に同意した。また、自  
運転の実現に向けた取り組  
などを市議が学ぶため、4  
を4月17、18日に石川乗  
市へ派遣することも決め  
会した。（登原次郎）

食料品市況

ガシラ	1512	702
【塩干】		
チリメン	1*6480	2376
イリコ	2700	1080
焼きアナゴ	5832	5184
イカナゴ	3780	2700
アジ開き	1枚	162
【青果】		
小松菜	1束	76
水餃子	54	67
小ホウレンソウ	118	49
ワケギ		
チヌ	1*540	432
タマガレイ	2700	1404
メヒコ	2700	1512
メヒコ	1536	1728
メヒコ	2808	2992



# The Cherry Blossoms are beautiful!



# ONO CITY FRIENDSHIP PARK

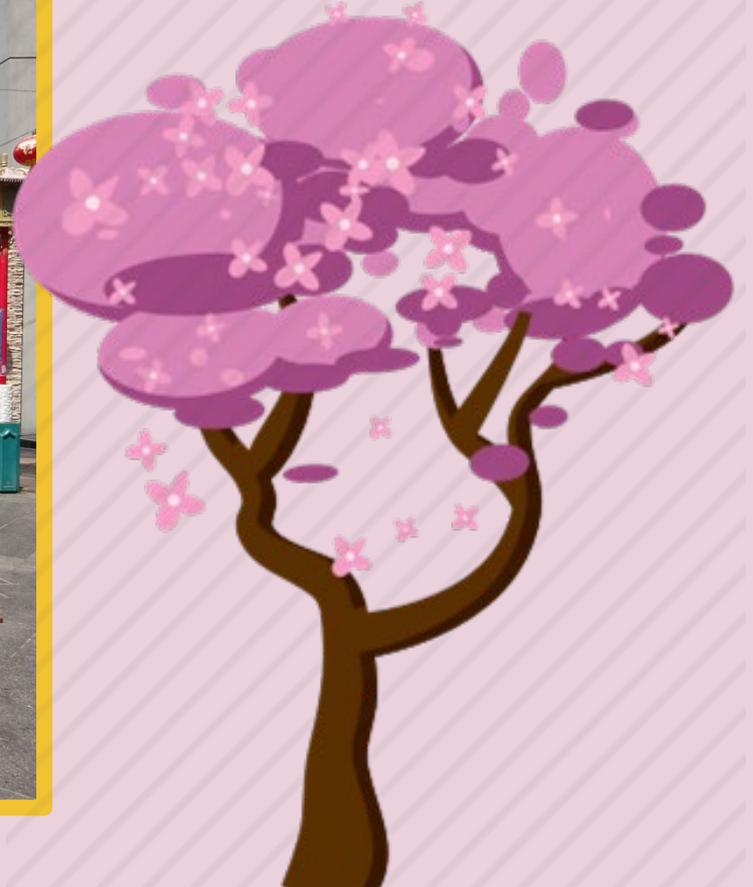


# Chinatown in Japan!



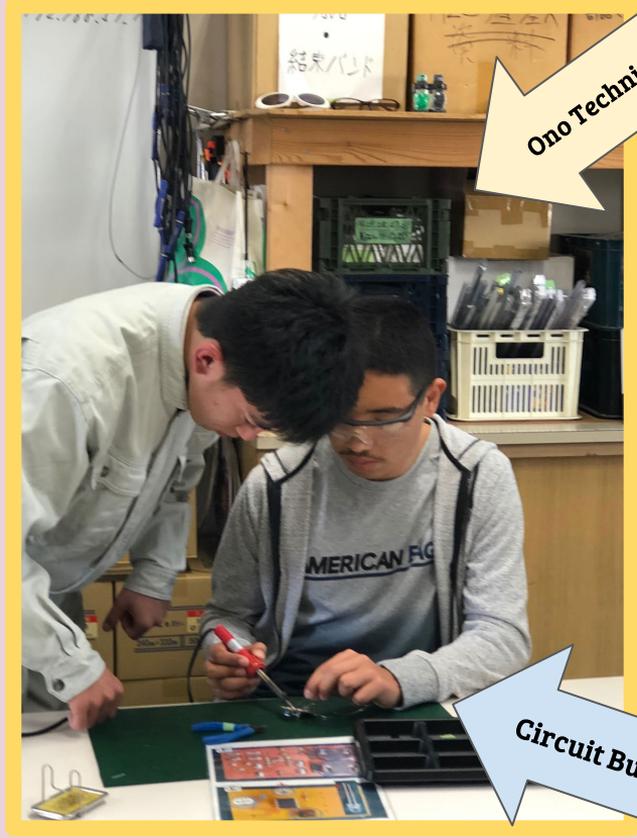
December 13, 2022 Regular Meeting of the Lindsay City Council

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# Visit to the High Schools

English Class



Ono Technical High

Circuit Building

# Ono City High Mascot (Sunflower)



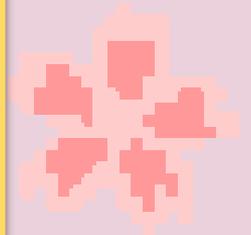
# Himeji Castle



# Tea Ceremony



# Trying on Kimonos & Samurai Suit



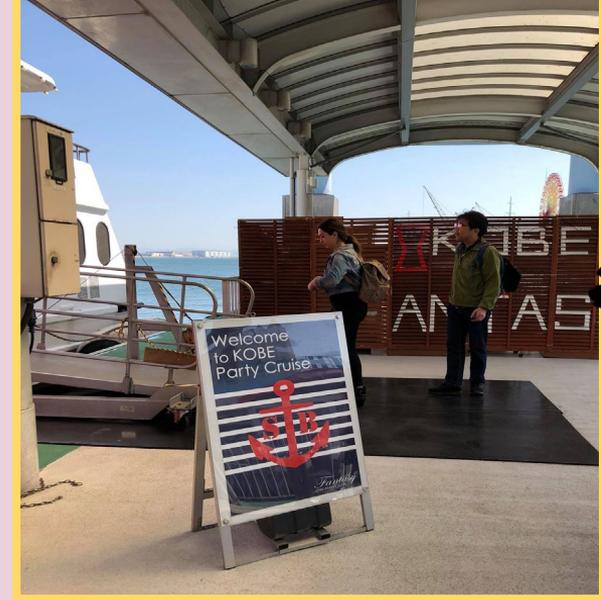
# Hot Springs Foot Spa



# Kobe Excursion:

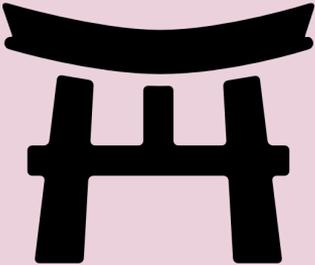


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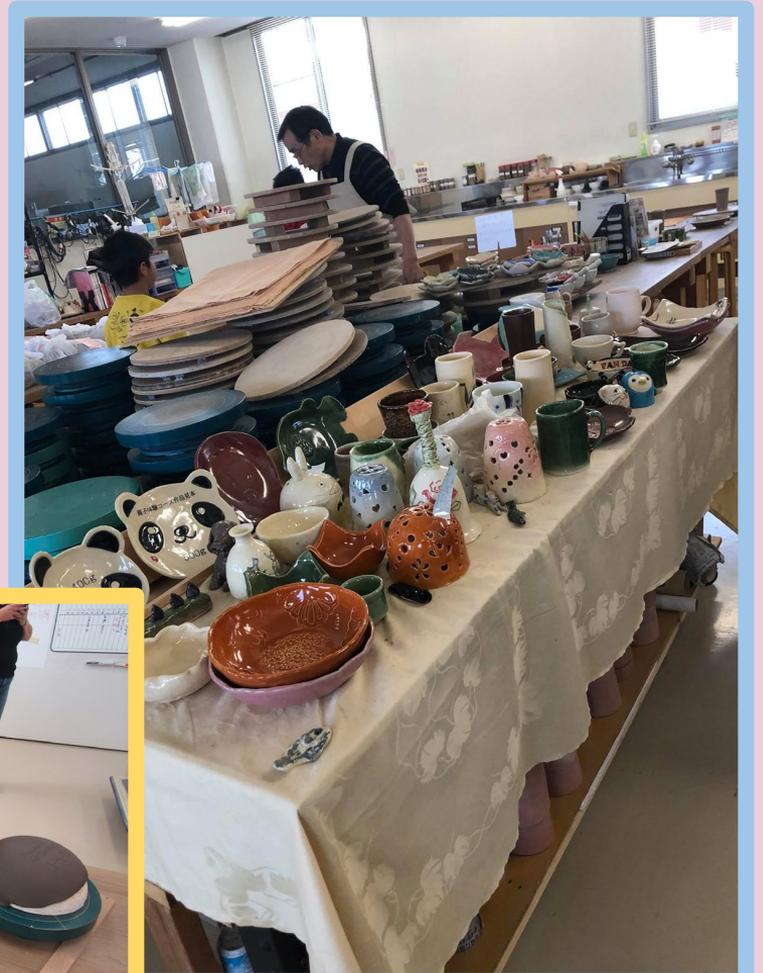


日本文化会館

# Projects and Fun!



# Pottery:

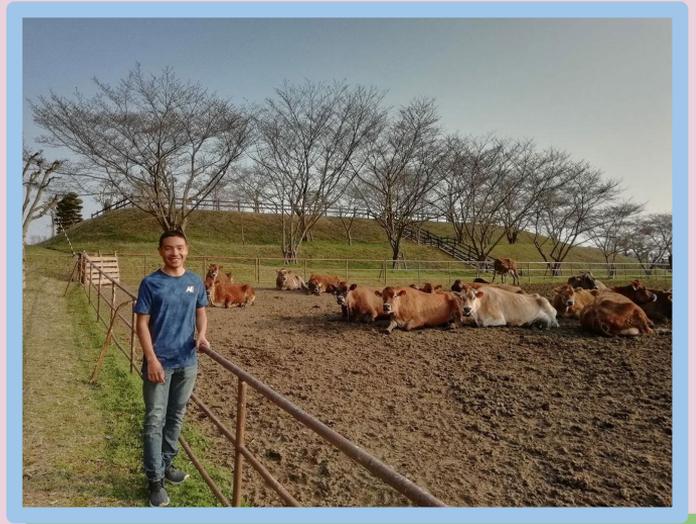


日本文化会館



# Flower Arranging

# Agriculture:



# Yummy foods!



“People Who Love To Eat Are Always The Best People”

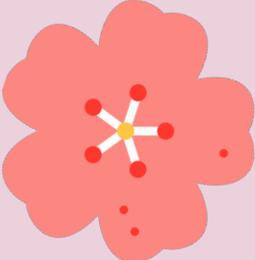
# More new foods!



# More food...



# Delicacies!



# Yummy!



# Families











# Goodbye Friends and Family!!





**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 November 08, 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. 8034 or via email at [lindsay.cityclerk@lindsay.ca.us](mailto:lindsay.cityclerk@lindsay.ca.us).

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

<b>Present</b>	Mayor Pro Tem Cerros *Mayor Caudillo Council Member Flores Council Member Sanchez Council Member Serna
----------------	--

*\*Teleconference participation*

3. **PLEDGE**

Led by Mayor CAUDILLO.

4. **APPROVAL OF AGENDA**

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

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.

- Public comment from an individual identifying themselves as ‘Mike’ via teleconference, he requested to know when construction will begin on the Mission Estates project.
- In-person public comment from Frances Brower. Brower stated that the Annual Lindsay Harvest Festival was a huge success. The Harvest Festival fed over four hundred (400), and over a thousand dollars (\$1,000) of free candy was given away. She thanked all those who were in attendance as well as the Lindsay City Council for waiving the Special Event Permit Fee.

## **6. COUNCIL REPORT**

- Council Member SANCHEZ reported she attended and participated in the Military Banner Ceremony, Community Police Academy Shooting Range Day, and Lindsay High School rival game. SANCHEZ stated that the Community Police Academy allows individuals to know if they want to pursue a career in law enforcement. SANCHEZ thanked everyone involved in the Community Police Academy and hopes the program will continue to grow.
- Council Member FLORES had no report.
- Mayor Pro Tem CERROS reported he attended and participated in the Annual Harvest Festival, Pumpkin Carving Party at the Wellness Center, Military Banner Ceremony, Lindsay High School rival game, and Annual Rib Cook Off. CERROS enjoyed being a part of the numerous community events and thanked Lindsay High School for their efforts. CERROS has an upcoming reported he will be attending the upcoming Tulare County Regional Transit Agency (TCRTA) Board Meeting and Sierra Vista Estates Community Meeting #2.
- Council Member SERNA reported he attended the Pumpkin Carving, Annual Harvest Festival, Coffee with the Mayor and Tulare County Supervisor Micari, Lindsay High School Bell Game Annual Rib Cook Off and Military Banner Ceremony.
- Mayor CAUDILLO reported that she enjoyed hosting the Coffee with the Mayor and County Supervisor Micari event. CAUDILLO attended and served as a costume contest judge at the Annual Harvest Festival. CAUDILLO attended the Annual Rib Cook Off, and Healthy Kids Healthy Lindsay meeting. CAUDILLO shared that Healthy Kids Healthy Lindsay has a new program named “Healthy Families America” which is designed to help families with children ages 0-3 months at risk of maltreatment or adverse childhood experiences.

## **7. CITY MANAGER REPORT**

- CITY MANAGER reported the City is still waiting on items from the Mission Estates Developer in order to move forward with the project.
- CITY MANAGER attended and presented at the Community Police Academy class. The City’s water situation and current budget was discussed at the class. and budget situation.
- CITY MANAGER reported the Community Police Academy Graduation will be held on November 9, 2022, at 5:30 PM at the Lindsay Public Safety Department.
- CITY MANAGER reported the Annual Christmas Tree Lighting Festival will be held December 1, 2022, at 5:30 PM at Lindsay City Hall. City Employee Christmas Mixer will be held on December 2, 2022, at 5:30 PM in China’s Alley, the Council is invited.
- CITY MANAGER reported the Annual Christmas Toy Drive will be held December 9, 2022.
- CITY MANAGER reported that due to rain, the City has been running on 100% well-water, which creates discoloration in the water. However, this is normal and the water is safe to drink.

- CITY MANAGER reported City Hall will be closed on November 11, 2022, November 24, 2022, and November 25, 2022, in observance of the holidays.

## 8. RECOGNITION ITEMS

8.1 Proclamation In Honor of Veteran’s Day (p. 4)

*Presented to Rakeisha Jackson, United States Marine Corps*

8.2 Badge Pinning of Public Safety Officer Kyle Frievalt

## 9. CONSENT CALENDAR

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

9.1 Minutes from October 25, 2022, Regular Meeting (pp. 5 – 10)

9.2 Warrant List for October 15, 2022 through October 31, 2022 (pp. 11 – 16)

9.3 Treasurers Report for October 2022 (p. 17 )

9.4 Second Reading of Ordinance 603, An Ordinance of the City Council of the City of Lindsay Amending Chapters 15.04.010, 15.04.020, 15.04.030, 15.04.040, 15.04.050, 15.04.060, 15.04.070, 15.04.080, 15.04.090, 15.04.120, 15.04.130, and 15.04.140 of Title 15 of the Lindsay Municipal Code, Amending Uniform Building and Related Codes and Authorization to Waive Full Reading of Said Ordinance and Authorize Reading by Title Only (pp. 18 – 27)

9.5 Consider Minute Order Authorization of Termination of Professional Services Agreement Between the City of Lindsay and Retail Strategies, LLC, and Authorize City Manager to Execute Any Documents Thereto (pp. 28 – 40)

9.6 Consider Minute Order Approval to Award Contract to Provost & Pritchard for Construction Design Services for 2022-2023 Capital Improvement Projects Approved List (pp. 41 – 52)

- Item 9.5 was pulled for discussion. The Mayor Pro Tem stated that he was worried that terminating the contract will end retail recruitment efforts. Mayor Pro Tem requested that this item be pulled from the consent calendar and voted on separately.
- Item 9.4 was pulled for discussion. Council Member SERNA asked for clarification on the item. DIRECTOR OF CITY SERVICES & PLANNING informed him that a first reading of the Ordinance without any amendments was approved at the October 25, 2022 regular meeting and that this was a routine second meeting.
- Item 9.6 was pulled for discussion. Mayor CAUDILLO requested clarification on the fund any associated costs would be sourced from. DIRECTOR OF CITY SERVICES & PLANNING informed her that associated costs would be sourced from street funds.

<b>Motion to Approve Consent Calendar with Item 9.5 Omitted</b>							
1 <sup>st</sup>	2 <sup>nd</sup>	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
CAUDILLO	SANCHEZ	(5-0)	AYE	AYE	AYE	AYE	AYE

<b>Motion to Approve Item 9.5</b>							
1 <sup>st</sup>	2 <sup>nd</sup>	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
SANCHEZ	FLORES	(4-1)	AYE	AYE	AYE	NAY	AYE

**10. ACTION ITEMS**

10.1 Consider the Approval of **Resolution 22-60**, A Resolution of the City Council of the City of Lindsay Authorizing Wage and Related Benefits for Employees of the Mid-Management Group (pp. 53 – 60)

*Presented by Shelline K. Bennett, Liebert Cassidy Whitmore*

<b>Motion to Approve Item 10.1</b>							
1 <sup>st</sup>	2 <sup>nd</sup>	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
SANCHEZ	FLORES	(2-2)	NAY	AYE	NAY	ABSTAIN	AYE

- The motion did not pass with two (2) votes in favor, two (2) votes against, and one (1) abstention. This was considered a tie vote and therefore considered a lost motion, and the motion did not carry.

<b>Motion to Table Item 10.1 to the Next Regular Meeting</b>							
1 <sup>st</sup>	2 <sup>nd</sup>	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
SERNA	CAUDILLO	(3-2)	AYE	NAY	AYE	AYE	NAY

10.2 Consider the Approval of Tentative Agreement/City of Lindsay Proposal to the Lindsay Police Officers Association (pp. 61 – 64)

*Presented by Shelline K. Bennett, Liebert Cassidy Whitmore*

<b>Motion to Approve Item 10.2</b>							
1 <sup>st</sup>	2 <sup>nd</sup>	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
CERROS	CAUDILLO	(5-0)	AYE	AYE	AYE	AYE	AYE

## 11. EXECUTIVE (CLOSED) SESSION

### 11.1 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: Megan Dodd, Griswold, LaSalle, Cobb, Dowd & Gin, L.L.P

Negotiating Parties: Jose Cabrera, Property Owner

Under Negotiation: Terms and Conditions of Potential Sale

### 11.2 Conference with Legal Counsel – Anticipated Litigation

Significant Exposure to Litigation Pursuant to Cal. Gov. Code §54956.9(d)(2): 1 Case

### 11.3 Public Employee Performance Evaluation

Pursuant to Cal Gov. Code § 54957(b)(1)

Title: City Attorney

*Item Requested by Ramona Caudillo, Mayor*

- No reportable action out of closed session.

## 12. REQUEST FOR FUTURE ITEMS

## 13. ADJOURNMENT

Lindsay City Council meetings are held in the City Council Chambers at 251 E. Honolulu Street in Lindsay, California beginning at 6:00 P.M. on the second and fourth Tuesday of every month unless otherwise noticed. Materials related to an Agenda item submitted to the legislative body after distribution of the Agenda Packet are available for public inspection in the office of the City Clerk during normal business hours. Complete agenda is available at [www.lindsay.ca.us](http://www.lindsay.ca.us). In compliance with the Americans with Disabilities Act & Ralph M. Brown Act, if you need special assistance to participate in this meeting, or to be able to access this agenda and documents in the agenda packet, please contact the office of the City Clerk at (559) 562-7102 x 8034. 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.

- Mayor Caudillo adjourned the meeting at 8:25 PM.

Check#	Fund	Date	Vendor #	Vendor Name	Description	Amount
<b>22358</b>						<b>\$1,000.00</b>
	101 - GENERAL FUND	11/04/22	6971	CHINAS ALLEY	12/3/22 DEPOSIT - MIXER	1,000.00
<b>22359</b>						<b>\$1,286.34</b>
	101 - GENERAL FUND	11/10/22	2873	ADVANTAGE ANSWERING	11/01/22-11/30/22	1,286.34
<b>22360</b>						<b>\$15.00</b>
	101 - GENERAL FUND	11/10/22	6362	AMERICAN BUSINESS M	H.R. #16092 TONER	15.00
<b>22361</b>						<b>\$919.68</b>
	101 - GENERAL FUND	11/10/22	6600	AMERICAN HERITAGE L	NOV. ACCIDENT PLAN	919.68
<b>22362</b>						<b>\$195.00</b>
	101 - GENERAL FUND	11/10/22	3898	AMERICAN INCORPORAT	801 ELMWOOD HVAC SV	195.00
<b>22363</b>						<b>\$200.00</b>
	400 - WELLNESS CENTER	11/10/22	6950	ANA CARRETERO	OCT 2022 ZUMBA GOLD	200.00
<b>22364</b>						<b>\$75.00</b>
	400 - WELLNESS CENTER	11/10/22	6097	ANGELICA BERMUDEZ	OCT 2022 ZUMBA	75.00
<b>22365</b>						<b>\$150.00</b>
	400 - WELLNESS CENTER	11/10/22	5819	ANITA GUTIERREZ	OCT 2022 ZUMBA	150.00
<b>22366</b>						<b>\$6,481.50</b>
	552 - WATER	11/10/22	6630	AQUA-METRIC SALES,	5/8"X3/4" IPERL TR/	6,481.50
<b>22367</b>						<b>\$186.57</b>
	101 - GENERAL FUND	11/10/22	5457	AUTO ZONE COMMERCIA	3/8" GAUGE	11.29
	101 - GENERAL FUND	11/10/22	5457	AUTO ZONE COMMERCIA	DURALAST BATTERY	45.60
	553 - SEWER	11/10/22	5457	AUTO ZONE COMMERCIA	MOTOR OIL/FILTER	129.68
<b>22368</b>						<b>\$3,457.00</b>
	552 - WATER	11/10/22	051	BSK	BACTI, MONTHLY ALK/	2,397.00
	553 - SEWER	11/10/22	051	BSK	WASTE WATER TESTING	515.00
	556 - VITA-PAKT	11/10/22	051	BSK	VITA-PAKT WASTE WAT	545.00
<b>22369</b>						<b>\$4,350.00</b>
	261 - GAS TAX FUND	11/10/22	1702	CENTRAL VALLEY SWEE	OCT. STREET SWEEPIN	4,350.00
<b>22370</b>						<b>\$800.00</b>
	400 - WELLNESS CENTER	11/10/22	5930	CHRIS ALLARD	W.C. OCT. PM VISITS	800.00
<b>22371</b>						<b>\$325.06</b>
	101 - GENERAL FUND	11/10/22	5832	CINTAS CORPORATION	10/26/22 UNIFORM	46.44
	101 - GENERAL FUND	11/10/22	5832	CINTAS CORPORATION	10/26/22 UNIFORM	46.44
	101 - GENERAL FUND	11/10/22	5832	CINTAS CORPORATION	10/26/22 UNIFORM	46.44
	552 - WATER	11/10/22	5832	CINTAS CORPORATION	10/26/22 UNIFORM	46.44
	553 - SEWER	11/10/22	5832	CINTAS CORPORATION	10/26/22 UNIFORM	46.44
	554 - REFUSE	11/10/22	5832	CINTAS CORPORATION	10/26/22 UNIFORM	46.43
	556 - VITA-PAKT	11/10/22	5832	CINTAS CORPORATION	10/26/22 UNIFORM	46.43
<b>22372</b>						<b>\$3,001.09</b>
	600 - CAPITAL IMPROVEMENT	11/10/22	2548	CIVICWELL	4-428 HERMOSA CORRI	3,001.09
<b>22373</b>						<b>\$4,276.33</b>
	400 - WELLNESS CENTER	11/10/22	6090	CLEAN CUT LANDSCAPE	W.C. OCT LANDSCAPIN	860.00
	883 - SIERRA VIEW ASSESSMENT	11/10/22	6090	CLEAN CUT LANDSCAPE	OCT. SIERRA VIEW ES	1,129.00
	884 - HERITAGE ASSESSMENT DIST	11/10/22	6090	CLEAN CUT LANDSCAPE	OCT. HERITAGE PARK	274.00
	887 - SWEETBRIER TOWNHOUSES	11/10/22	6090	CLEAN CUT LANDSCAPE	OCT. SAMOA TOWNHOME	133.00
	887 - SWEETBRIER TOWNHOUSES	11/10/22	6090	CLEAN CUT LANDSCAPE	OCT. SWEETBRIER/HER	475.00
	888 - PARKSIDE	11/10/22	6090	CLEAN CUT LANDSCAPE	OCT. PARKSIDE ESTAT	197.00
	889 - SIERRA VISTA ASSESSMENT	11/10/22	6090	CLEAN CUT LANDSCAPE	OCT. SIERRA VIEW ES	83.33
	890 - MAPLE VALLEY ASSESSMENT	11/10/22	6090	CLEAN CUT LANDSCAPE	MAPLEVALLEY VALVE R	571.00
	890 - MAPLE VALLEY ASSESSMENT	11/10/22	6090	CLEAN CUT LANDSCAPE	OCT. MAPLE VALLEY	45.00
	891 - PELOUS RANCH	11/10/22	6090	CLEAN CUT LANDSCAPE	OCT. PELOUS ESTATES	509.00
<b>22374</b>						<b>\$126.00</b>
	101 - GENERAL FUND	11/10/22	2319	COMPUTER SYSTEMS PL	10/31/22 ANTIVIRUS	63.00
	101 - GENERAL FUND	11/10/22	2319	COMPUTER SYSTEMS PL	9/30/22 ANTIVIRUS	63.00

<b>22375</b>						<b>\$510.00</b>
101 - GENERAL FUND	11/10/22	102	CULLIGAN	#53249 C.M. OCT 202		10.50
101 - GENERAL FUND	11/10/22	102	CULLIGAN	#53249 F.D. OCT 202		29.00
101 - GENERAL FUND	11/10/22	102	CULLIGAN	#53249 H.R. OCT 202		17.75
400 - WELLNESS CENTER	11/10/22	102	CULLIGAN	W.C. 860 N SEQUOIA		54.50
552 - WATER	11/10/22	102	CULLIGAN	18829 AVE 240		38.75
552 - WATER	11/10/22	102	CULLIGAN	18868 AVE 240		108.50
552 - WATER	11/10/22	102	CULLIGAN	18899 AVE 240		193.75
552 - WATER	11/10/22	102	CULLIGAN	23965 RD 188		38.75
552 - WATER	11/10/22	102	CULLIGAN	C.S. 150 N MIRAGE		10.50
553 - SEWER	11/10/22	102	CULLIGAN	WWTP-23611 RD 196		8.00
<b>22376</b>						<b>\$850.00</b>
552 - WATER	11/10/22	6118	CVIN LLC D.B.A. VAS	11/1/22-11/30/22		283.33
553 - SEWER	11/10/22	6118	CVIN LLC D.B.A. VAS	11/1/22-11/30/22		283.33
554 - REFUSE	11/10/22	6118	CVIN LLC D.B.A. VAS	11/1/22-11/30/22		283.34
<b>22377</b>						<b>\$578.00</b>
552 - WATER	11/10/22	6761	DENNIS R. KELLER CI	TOC,REVIEW WELL 14/		401.00
552 - WATER	11/10/22	6761	DENNIS R. KELLER CI	UPDATE TOC MATERIAL		177.00
<b>22378</b>						<b>\$1,208.00</b>
101 - GENERAL FUND	11/10/22	316	DEPT OF JUSTICE	SEPT 2022 FINGERPRI		224.00
101 - GENERAL FUND	11/10/22	316	DEPT OF JUSTICE	SEPT 2022 FINGERPRI		914.00
101 - GENERAL FUND	11/10/22	316	DEPT OF JUSTICE	SEPT. BLOOD ALCOHOL		70.00
<b>22379</b>						<b>\$558.64</b>
261 - GAS TAX FUND	11/10/22	113	DEPT OF TRANSPORTAT	SIGNAL LIGHT 7/1-9/		558.64
<b>22380</b>						<b>\$784.00</b>
781 - CAL HOME RLF	11/10/22	2540	DEPT.OF HOUSING & C	10/31 CALHOME TO HC		784.00
<b>22381</b>						<b>\$601.28</b>
700 - CDBG REVOLVING LN FUND	11/10/22	2540	DEPT.OF HOUSING & C	10/31/22 CDBG TO HC		601.28
<b>22382</b>						<b>\$18,031.38</b>
720 - HOME REVOLVING LN FUND	11/10/22	2540	DEPT.OF HOUSING & C	10/31/22 HOME TO HC		18,031.38
<b>22383</b>						<b>\$655.97</b>
101 - GENERAL FUND	11/10/22	119	DOUG DELEO WELDING	4"X4"X15' SQ TUBING		534.29
553 - SEWER	11/10/22	119	DOUG DELEO WELDING	WWTP VALVE/BUSHING		121.68
<b>22384</b>						<b>\$1,848.85</b>
101 - GENERAL FUND	11/10/22	6716	ESO SOLUTIONS INC	ER-LITE VOLUNTEER P		1,848.85
<b>22385</b>						<b>\$2,851.00</b>
552 - WATER	11/10/22	137	FRIANT WATER AUTHOR	FKX ROUTINE OM&R CO		2,851.00
<b>22386</b>						<b>\$1,369.54</b>
101 - GENERAL FUND	11/10/22	6010	FRONTIER COMMUNICAT	209-042-9309		1.99
101 - GENERAL FUND	11/10/22	6010	FRONTIER COMMUNICAT	209-151-2650		23.26
101 - GENERAL FUND	11/10/22	6010	FRONTIER COMMUNICAT	209-151-2650		23.26
101 - GENERAL FUND	11/10/22	6010	FRONTIER COMMUNICAT	209-151-2652		46.51
101 - GENERAL FUND	11/10/22	6010	FRONTIER COMMUNICAT	209-151-2656		46.51
101 - GENERAL FUND	11/10/22	6010	FRONTIER COMMUNICAT	209-151-2662		61.50
101 - GENERAL FUND	11/10/22	6010	FRONTIER COMMUNICAT	562-2512		155.79
552 - WATER	11/10/22	6010	FRONTIER COMMUNICAT	209-150-2936		84.64
552 - WATER	11/10/22	6010	FRONTIER COMMUNICAT	209-151-2650		23.26
552 - WATER	11/10/22	6010	FRONTIER COMMUNICAT	562-1552		108.23
552 - WATER	11/10/22	6010	FRONTIER COMMUNICAT	562-7131		143.62
553 - SEWER	11/10/22	6010	FRONTIER COMMUNICAT	209-150-3631		119.43
553 - SEWER	11/10/22	6010	FRONTIER COMMUNICAT	209-151-2650		23.25
553 - SEWER	11/10/22	6010	FRONTIER COMMUNICAT	209-151-2654		46.51
553 - SEWER	11/10/22	6010	FRONTIER COMMUNICAT	209-1551-2655		46.51
553 - SEWER	11/10/22	6010	FRONTIER COMMUNICAT	559-562-6317		103.26
553 - SEWER	11/10/22	6010	FRONTIER COMMUNICAT	562-7132		312.01
<b>22387</b>						<b>\$325.00</b>
400 - WELLNESS CENTER	11/10/22	6093	GFIT	OCT STRENGTH/CHAIR		325.00
<b>22388</b>						<b>\$1,729.54</b>
101 - GENERAL FUND	11/10/22	148	GOMEZ AUTO & SMOG	ADJUST VALVE		279.50
552 - WATER	11/10/22	148	GOMEZ AUTO & SMOG	OIL, AIR/OIL FILTER		986.22
553 - SEWER	11/10/22	148	GOMEZ AUTO & SMOG	LIC#1051245 OIL		32.00
553 - SEWER	11/10/22	148	GOMEZ AUTO & SMOG	LIC#1400808 BATTERY		431.82
<b>22389</b>						<b>\$3,949.50</b>

	101 - GENERAL FUND	11/10/22	6702	GOVERNMENTJOBS.COM	10/7/22-10/6/23 SUB	3,949.50
<b>22390</b>						<b>\$625.00</b>
	101 - GENERAL FUND	11/10/22	5279	GREG MCQUEEN	BACKGROUND INVESTIG	625.00
<b>22391</b>						<b>\$8,610.82</b>
	101 - GENERAL FUND	11/10/22	5647	GRISWOLD,LASSALLE,C	MATTER: CITY CLERK	602.50
	101 - GENERAL FUND	11/10/22	5647	GRISWOLD,LASSALLE,C	MATTER: CITY MANAGE	2,576.66
	101 - GENERAL FUND	11/10/22	5647	GRISWOLD,LASSALLE,C	MATTER: CITY SERVIC	1,468.33
	101 - GENERAL FUND	11/10/22	5647	GRISWOLD,LASSALLE,C	MATTER: CITY COUNCIL	3,963.33
<b>22392</b>						<b>\$885.94</b>
	101 - GENERAL FUND	11/10/22	3576	HDS WHITE CAP CONST	TECH LEVEL/ROLATAPE	885.94
<b>22393</b>						<b>\$50.00</b>
	101 - GENERAL FUND	11/10/22	6604	HIPOLITO CERROS	NOV COUCIL STIPEND	50.00
<b>22394</b>						<b>\$650.00</b>
	101 - GENERAL FUND	11/10/22	6346	JEFF PFEIFFER	OLIVE BOWL SQUIRREL	225.00
	101 - GENERAL FUND	11/10/22	6346	JEFF PFEIFFER	SQUIRREL TREATMENT	425.00
<b>22395</b>						<b>\$800.00</b>
	101 - GENERAL FUND	11/10/22	5833	JUAN CARLOS GARCIA	WATER EFFICIENCY PR	800.00
<b>22396</b>						<b>\$1,125.00</b>
	553 - SEWER	11/10/22	5335	JUAN GOMEZ	WWTP-OPERATIONS	1,125.00
<b>22397</b>						<b>\$25.00</b>
	400 - WELLNESS CENTER	11/10/22	5804	KELSIE AVINA	OCT 2022 ZUMBA	25.00
<b>22398</b>						<b>\$1,020.00</b>
	779 - 00-HOME-0487	11/10/22	2437	KEMPER	J. CORTEZ 106415610	1,020.00
<b>22399</b>						<b>\$70.00</b>
	101 - GENERAL FUND	11/10/22	6972	LEMUS OROZCO MARIA	WATER EFFICIENCY PR	70.00
<b>22400</b>						<b>\$7,360.50</b>
	101 - GENERAL FUND	11/10/22	4076	LIEBERT CASSIDY WHI	MATTER:LI012-00001	1,510.50
	101 - GENERAL FUND	11/10/22	4076	LIEBERT CASSIDY WHI	MATTER:LI012-00005	2,550.00
	101 - GENERAL FUND	11/10/22	4076	LIEBERT CASSIDY WHI	MATTER:LI012-00007	3,300.00
<b>22401</b>						<b>\$5.40</b>
	101 - GENERAL FUND	11/10/22	4686	LILY S. SALCEDO	UUT REFUND FY 21/22	5.40
<b>22402</b>						<b>\$1,142.23</b>
	400 - WELLNESS CENTER	11/10/22	5788	LINCOLN AQUATICS	CHEM BOTTLE/SHELL D	(330.00)
	400 - WELLNESS CENTER	11/10/22	5788	LINCOLN AQUATICS	W.C. LIQUID CHLORIN	951.37
	400 - WELLNESS CENTER	11/10/22	5788	LINCOLN AQUATICS	W.C. POOL CHEMICALS	520.86
<b>22403</b>						<b>\$140.00</b>
	101 - GENERAL FUND	11/10/22	5424	LINDSAY VETERINARY	10/11/22 CASTRATION	25.00
	101 - GENERAL FUND	11/10/22	5424	LINDSAY VETERINARY	10/13/22 SPAY	40.00
	101 - GENERAL FUND	11/10/22	5424	LINDSAY VETERINARY	10/25/22 CASTRATION	75.00
<b>22404</b>						<b>\$1,800.00</b>
	400 - WELLNESS CENTER	11/10/22	6260	LLEON SERVICES	CHEMICAL BALANCING	1,800.00
<b>22405</b>						<b>\$5,000.00</b>
	553 - SEWER	11/10/22	5399	MARCOS LOYA	DISK HARVAR/SEQUOIA	5,000.00
<b>22406</b>						<b>\$75.00</b>
	400 - WELLNESS CENTER	11/10/22	6499	MARGARITA BENITEZ B	OCT 2022 ZUMBA	75.00
<b>22407</b>						<b>\$100.00</b>
	400 - WELLNESS CENTER	11/10/22	6599	MARIA EDWARDS	OCT. 2022 ZUMBA	100.00
<b>22408</b>						<b>\$3,187.52</b>
	101 - GENERAL FUND	11/10/22	6550	MARIO SAGREDO ELECT	MCDERMONT BALLARDS	163.57
	101 - GENERAL FUND	11/10/22	6550	MARIO SAGREDO ELECT	WALKWAY LIGHTS	683.21
	552 - WATER	11/10/22	6550	MARIO SAGREDO ELECT	WATER ROOM LIGHT FI	696.58
	553 - SEWER	11/10/22	6550	MARIO SAGREDO ELECT	SEQUOIA LIFT STATIO	768.14
	553 - SEWER	11/10/22	6550	MARIO SAGREDO ELECT	WASTEWATER AERATOR	686.02
	556 - VITA-PAKT	11/10/22	6550	MARIO SAGREDO ELECT	VITAPAKT POND PUMP	190.00
<b>22409</b>						<b>\$200.00</b>
	400 - WELLNESS CENTER	11/10/22	6807	MARISOL DIAZ VELASQ	OCT 2022 SPIN/POUND	200.00
<b>22410</b>						<b>\$700.00</b>
	101 - GENERAL FUND	11/10/22	5964	MARY VALENTI, PH.D.	INCIDENT INTERVENTI	200.00
	101 - GENERAL FUND	11/10/22	5964	MARY VALENTI, PH.D.	PRE-EMPLOYMENT EVAL	500.00

<b>22411</b>						<b>\$1,033.00</b>
	101 - GENERAL FUND	11/10/22	6437	MORINDA MEDICAL GRO	AUGUST 2022 CLAIMS	140.00
	101 - GENERAL FUND	11/10/22	6437	MORINDA MEDICAL GRO	SEPTEMBER 2022 CLAI	893.00
<b>22412</b>						<b>\$588.35</b>
	101 - GENERAL FUND	11/10/22	6162	MUNISERVICES	STARS CA Q2 2022	588.35
<b>22413</b>						<b>\$300.00</b>
	101 - GENERAL FUND	11/10/22	4365	NEYBA AMEZCUA	CANOPIES BANNER REIMB	300.00
<b>22414</b>						<b>\$13.95</b>
	101 - GENERAL FUND	11/10/22	1565	OACYS.COM INC	DOMAIN PARKING & DN	13.95
<b>22415</b>						<b>\$180.81</b>
	552 - WATER	11/10/22	6673	PACE SUPPLY CORP	IPS 250PSI	180.81
<b>22416</b>						<b>\$22,786.90</b>
	552 - WATER	11/10/22	4618	PROVOST & PRITCHARD	WATER AND SEWER STUDY	5,674.40
	552 - WATER	11/10/22	4618	PROVOST & PRITCHARD	WATER FEASIBILITY	4,913.50
	552 - WATER	11/10/22	4618	PROVOST & PRITCHARD	WELL 11 FEASIBILITY	9,706.70
	600 - CAPITAL IMPROVEMENT	11/10/22	4618	PROVOST & PRITCHARD	HERMOSA ST REHAB	94.00
	600 - CAPITAL IMPROVEMENT	11/10/22	4618	PROVOST & PRITCHARD	TULARE/FOOTHILL REH	2,398.30
<b>22417</b>						<b>\$1,604.91</b>
	101 - GENERAL FUND	11/10/22	285	QUILL CORPORATION	6FT POWER SURGE	52.16
	101 - GENERAL FUND	11/10/22	285	QUILL CORPORATION	DRY ERASE BOARD	100.04
	101 - GENERAL FUND	11/10/22	285	QUILL CORPORATION	EXTENSION CORD	13.04
	101 - GENERAL FUND	11/10/22	285	QUILL CORPORATION	FOLDERS	222.92
	101 - GENERAL FUND	11/10/22	285	QUILL CORPORATION	JOURNAL NOTEBOOKS	26.08
	101 - GENERAL FUND	11/10/22	285	QUILL CORPORATION	LOGITECH & EENVELOP	178.62
	101 - GENERAL FUND	11/10/22	285	QUILL CORPORATION	OFFICE SUPPLIES	134.77
	101 - GENERAL FUND	11/10/22	285	QUILL CORPORATION	OFFICE SUPPLIES	18.68
	101 - GENERAL FUND	11/10/22	285	QUILL CORPORATION	OFFICE SUPPLIES	182.28
	101 - GENERAL FUND	11/10/22	285	QUILL CORPORATION	OFFICE SUPPLIES	207.39
	101 - GENERAL FUND	11/10/22	285	QUILL CORPORATION	OFFICE SUPPLIES	49.29
	400 - WELLNESS CENTER	11/10/22	285	QUILL CORPORATION	MARS MIX CARVING EVENT	37.99
	400 - WELLNESS CENTER	11/10/22	285	QUILL CORPORATION	WIPES,BAND-AID,SCIS	381.65
<b>22418</b>						<b>\$2,593.13</b>
	554 - REFUSE	11/10/22	3016	QUINN COMPANY	2.5YD WHEEL LOADER	2,593.13
<b>22419</b>						<b>\$5,000.00</b>
	552 - WATER	11/10/22	6095	RALPH GUTIERREZ WAT	OCT. CPO WATER TRMT	2,500.00
	553 - SEWER	11/10/22	6095	RALPH GUTIERREZ WAT	OCT. CPO WATER TRMT	2,500.00
<b>22420</b>						<b>\$50.00</b>
	101 - GENERAL FUND	11/10/22	6602	RAMIRO SERNA	NOV COUCIL STIPEND	50.00
<b>22421</b>						<b>\$75.00</b>
	101 - GENERAL FUND	11/10/22	6603	RAMONA CAUDILLO	NOV COUCIL STIPEND	75.00
<b>22422</b>						<b>\$40.23</b>
	101 - GENERAL FUND	11/10/22	6943	RICHARD CARRILLO	HEATER FOR RECORD D	40.23
<b>22423</b>						<b>\$540.00</b>
	101 - GENERAL FUND	11/10/22	3622	RLH FIRE PROTECTION	LIBRARY ALARM TROUB	375.00
	400 - WELLNESS CENTER	11/10/22	3622	RLH FIRE PROTECTION	FIRE SPRINKLER INSP	165.00
<b>22424</b>						<b>\$50.00</b>
	101 - GENERAL FUND	11/10/22	5511	ROSAENA SANCHEZ	NOV COUCIL STIPEND	50.00
<b>22425</b>						<b>\$450.00</b>
	400 - WELLNESS CENTER	11/10/22	3208	SHANNON PATTERSON	AQUA,STRENGHT&BALAN	450.00
<b>22426</b>						<b>\$210.88</b>
	101 - GENERAL FUND	11/10/22	5624	SIERRA SANITATION,	11/1-11/28 OLIVE RE	210.88
<b>22427</b>						<b>\$47,197.44</b>
	101 - GENERAL FUND	11/10/22	310	SOUTHERN CA. EDISON	600001505934	1,911.47
	101 - GENERAL FUND	11/10/22	310	SOUTHERN CA. EDISON	600001505934	2,150.86
	101 - GENERAL FUND	11/10/22	310	SOUTHERN CA. EDISON	600001505934	230.15
	101 - GENERAL FUND	11/10/22	310	SOUTHERN CA. EDISON	600001505934	3,225.69
	101 - GENERAL FUND	11/10/22	310	SOUTHERN CA. EDISON	600001505934	59.31
	101 - GENERAL FUND	11/10/22	310	SOUTHERN CA. EDISON	LATE FEE-23611 RD 1	38.36
	261 - GAS TAX FUND	11/10/22	310	SOUTHERN CA. EDISON	600001505934	5,749.70
	552 - WATER	11/10/22	310	SOUTHERN CA. EDISON	600001505934	24,573.13
	553 - SEWER	11/10/22	310	SOUTHERN CA. EDISON	600001505934	485.44
	553 - SEWER	11/10/22	310	SOUTHERN CA. EDISON	WWTP 23611 RD 196	7,723.68
	556 - VITA-PAKT	11/10/22	310	SOUTHERN CA. EDISON	600001505934	333.26

883 - SIERRA VIEW ASSESSMENT	11/10/22	310	SOUTHERN CA. EDISON	600001505934	36.16
884 - HERITAGE ASSESSMENT DIST	11/10/22	310	SOUTHERN CA. EDISON	600001505934	17.85
886 - SAMOA	11/10/22	310	SOUTHERN CA. EDISON	600001505934	18.08
887 - SWEETBRIER TOWNHOUSES	11/10/22	310	SOUTHERN CA. EDISON	600001505934	22.86
888 - PARKSIDE	11/10/22	310	SOUTHERN CA. EDISON	600001505934	17.85
889 - SIERRA VISTA ASSESSMENT	11/10/22	310	SOUTHERN CA. EDISON	600001505934	183.83
890 - MAPLE VALLEY ASSESSMENT	11/10/22	310	SOUTHERN CA. EDISON	600001505934 CREDIT	(23.64)
891 - PELOUS RANCH	11/10/22	310	SOUTHERN CA. EDISON	600001505934	443.40
<b>22428</b>					<b>\$85.83</b>
101 - GENERAL FUND	11/10/22	6551	TIME WARNER CABLE	106076601 OCT.	85.83
<b>22429</b>					<b>\$648.38</b>
779 - 00-HOME-0487	11/10/22	3634	STATE FARM	JUDITH MOOR 87WT209	648.38
<b>22430</b>					<b>\$200.27</b>
101 - GENERAL FUND	11/10/22	6703	STERICYCLE INC	9/19/22 SHRED SERVI	126.27
101 - GENERAL FUND	11/10/22	6703	STERICYCLE INC	9/19/22 SHRED SERVI	74.00
<b>22431</b>					<b>\$4,096.67</b>
101 - GENERAL FUND	11/10/22	6146	SUPERION, LLC	10/1/22-10/31/22	1,024.16
552 - WATER	11/10/22	6146	SUPERION, LLC	10/1/22-10/31/22	1,024.17
553 - SEWER	11/10/22	6146	SUPERION, LLC	10/1/22-10/31/22	1,024.17
554 - REFUSE	11/10/22	6146	SUPERION, LLC	10/1/22-10/31/22	1,024.17
<b>22432</b>					<b>\$2,692.00</b>
552 - WATER	11/10/22	1921	TELSTAR INSTRUMENTS	WASTE WATER SERVICE	1,346.00
553 - SEWER	11/10/22	1921	TELSTAR INSTRUMENTS	WASTE WATER SERVICE	1,346.00
<b>22433</b>					<b>\$57.85</b>
101 - GENERAL FUND	11/10/22	144	THE GAS COMPANY	139 N SWEETBRIER BB	15.16
400 - WELLNESS CENTER	11/10/22	144	THE GAS COMPANY	740 SEQUOIA BLDG CT	42.69
<b>22434</b>					<b>\$250.00</b>
101 - GENERAL FUND	11/10/22	5792	THOMSON REUTERS - W	OCT. ONLIN/SOFTWARE	250.00
<b>22435</b>					<b>\$354.93</b>
400 - WELLNESS CENTER	11/10/22	3396	TK ELEVATOR CORPORA	W.C. FULL MAINTENAN	354.93
<b>22436</b>					<b>\$129.96</b>
101 - GENERAL FUND	11/10/22	6413	TRANS UNION LLC	8/26/22-9/25/22 SVC	60.00
101 - GENERAL FUND	11/10/22	6413	TRANS UNION LLC	9/26/22-10/25/22 SV	69.96
<b>22437</b>					<b>\$45.05</b>
553 - SEWER	11/10/22	336	TULARE COUNTY TAX C	1ST INSTALLMENT PRO	45.05
<b>22438</b>					<b>\$45.05</b>
553 - SEWER	11/10/22	336	TULARE COUNTY TAX C	1ST INSTALLMENT PRO	45.05
<b>22439</b>					<b>\$800.68</b>
553 - SEWER	11/10/22	336	TULARE COUNTY TAX C	1ST INSTALLMENT PRO	800.68
<b>22440</b>					<b>\$2,100.39</b>
779 - 00-HOME-0487	11/10/22	336	TULARE COUNTY TAX C	NAVARRO JACQUELINE	2,100.39
<b>22441</b>					<b>\$2,511.71</b>
779 - 00-HOME-0487	11/10/22	336	TULARE COUNTY TAX C	AVINA JOSEPH	2,511.71
<b>22442</b>					<b>\$1,024.85</b>
779 - 00-HOME-0487	11/10/22	336	TULARE COUNTY TAX C	VARELA SILVESTREE &	1,024.85
<b>22443</b>					<b>\$777.87</b>
779 - 00-HOME-0487	11/10/22	336	TULARE COUNTY TAX C	MARTINEZ ADELFA TIN	777.87
<b>22444</b>					<b>\$1,099.83</b>
779 - 00-HOME-0487	11/10/22	336	TULARE COUNTY TAX C	VILLA GUADALUPE	1,099.83
<b>22445</b>					<b>\$2,226.22</b>
779 - 00-HOME-0487	11/10/22	336	TULARE COUNTY TAX C	BALGAIH SALEM	2,226.22
<b>22446</b>					<b>\$1,543.66</b>
779 - 00-HOME-0487	11/10/22	336	TULARE COUNTY TAX C	MAGANA SUSANA	1,543.66
<b>22447</b>					<b>\$1,583.67</b>
779 - 00-HOME-0487	11/10/22	336	TULARE COUNTY TAX C	SAID MOHSIN A.	1,583.67
<b>22448</b>					<b>\$1,477.23</b>
779 - 00-HOME-0487	11/10/22	336	TULARE COUNTY TAX C	GUTIERREZ RAFAEL	1,477.23
<b>22449</b>					<b>\$1,430.73</b>
779 - 00-HOME-0487	11/10/22	336	TULARE COUNTY TAX C	LOPEZ ANDREA	1,430.73
<b>22450</b>					<b>\$2,189.89</b>
779 - 00-HOME-0487	11/10/22	336	TULARE COUNTY TAX C	VILLA JESUS & MELIS	2,189.89
<b>22451</b>					<b>\$1,430.73</b>
779 - 00-HOME-0487	11/10/22	336	TULARE COUNTY TAX C	ESPINOZA RITO	1,430.73

<b>22452</b>						<b>\$1,470.01</b>
	779 - 00-HOME-0487	11/10/22	336	TULARE COUNTY TAX C	GONZALEZ JOSE & GLO	1,470.01
<b>22453</b>						<b>\$1,430.73</b>
	779 - 00-HOME-0487	11/10/22	336	TULARE COUNTY TAX C	CORTEZ JORGE	1,430.73
<b>22454</b>						<b>\$1,153.97</b>
	779 - 00-HOME-0487	11/10/22	336	TULARE COUNTY TAX C	HERNANDEZ JOSE DE J	1,153.97
<b>22455</b>						<b>\$1,216.99</b>
	779 - 00-HOME-0487	11/10/22	336	TULARE COUNTY TAX C	MOOR JUDITH M.	1,216.99
<b>22456</b>						<b>\$1,819.10</b>
	779 - 00-HOME-0487	11/10/22	336	TULARE COUNTY TAX C	ANDRADE JUAN	1,819.10
<b>22457</b>						<b>\$1,197.73</b>
	779 - 00-HOME-0487	11/10/22	336	TULARE COUNTY TAX C	ANDRADE ADRIANA	1,197.73
<b>22458</b>						<b>\$1,562.96</b>
	779 - 00-HOME-0487	11/10/22	336	TULARE COUNTY TAX C	PEREZ SANDY	1,562.96
<b>22459</b>						<b>\$2,844.23</b>
	101 - GENERAL FUND	11/10/22	1513	UNITED RENTALS, INC	BOOM MILITARY BANNE	2,844.23
<b>22461</b>						<b>\$16,480.80</b>
	101 - GENERAL FUND	11/10/22	5747	UNITED STAFFING	10/16/22 JULISSA LU	486.00
	101 - GENERAL FUND	11/10/22	5747	UNITED STAFFING	10/23 ALEXANDER GON	864.00
	101 - GENERAL FUND	11/10/22	5747	UNITED STAFFING	10/23 ALICIA FUENTE	172.80
	101 - GENERAL FUND	11/10/22	5747	UNITED STAFFING	10/23 JORGE GONZALE	691.20
	101 - GENERAL FUND	11/10/22	5747	UNITED STAFFING	10/23 JOSHUA DUFFEY	864.00
	101 - GENERAL FUND	11/10/22	5747	UNITED STAFFING	10/23 SANDRA MARTIN	864.00
	101 - GENERAL FUND	11/10/22	5747	UNITED STAFFING	10/23 SYDNEY MARTIN	453.60
	101 - GENERAL FUND	11/10/22	5747	UNITED STAFFING	10/23/22 JULISSA LU	820.80
	101 - GENERAL FUND	11/10/22	5747	UNITED STAFFING	10/30 ALEXANDER GON	864.00
	101 - GENERAL FUND	11/10/22	5747	UNITED STAFFING	10/30 ALICIA FUENTE	216.00
	101 - GENERAL FUND	11/10/22	5747	UNITED STAFFING	10/30 JORGE GONZALE	864.00
	101 - GENERAL FUND	11/10/22	5747	UNITED STAFFING	10/30 JOSHUA DUFFEY	864.00
	101 - GENERAL FUND	11/10/22	5747	UNITED STAFFING	10/30 SANDRA MARTIN	864.00
	101 - GENERAL FUND	11/10/22	5747	UNITED STAFFING	10/30 SYDNEY MARTIN	367.20
	101 - GENERAL FUND	11/10/22	5747	UNITED STAFFING	10/30/22 JULISSA LU	475.20
	101 - GENERAL FUND	11/10/22	5747	UNITED STAFFING	10/9/22 JULISSA LUN	820.80
	400 - WELLNESS CENTER	11/10/22	5747	UNITED STAFFING	10/23 BRETT MORRIS	864.00
	400 - WELLNESS CENTER	11/10/22	5747	UNITED STAFFING	10/23 ESMERALDA PAD	43.20
	400 - WELLNESS CENTER	11/10/22	5747	UNITED STAFFING	10/23 SILVIA HERNAN	696.60
	400 - WELLNESS CENTER	11/10/22	5747	UNITED STAFFING	10/23/22 LISETTE AN	491.40
	400 - WELLNESS CENTER	11/10/22	5747	UNITED STAFFING	10/30 BRETT MORRIS	864.00
	400 - WELLNESS CENTER	11/10/22	5747	UNITED STAFFING	10/30 SILVIA HERNAN	864.00
	400 - WELLNESS CENTER	11/10/22	5747	UNITED STAFFING	10/30/22 LIZETTE AN	291.60
	552 - WATER	11/10/22	5747	UNITED STAFFING	10/16/22 ALEXANDER	216.00
	552 - WATER	11/10/22	5747	UNITED STAFFING	10/23 ALICIA FUENTE	172.80
	552 - WATER	11/10/22	5747	UNITED STAFFING	10/30 ALICIA FUENTE	216.00
	552 - WATER	11/10/22	5747	UNITED STAFFING	WATER WASTE SYDNEY	216.00
	552 - WATER	11/10/22	5747	UNITED STAFFING	WATER WASTER SYDNEY	216.00
	553 - SEWER	11/10/22	5747	UNITED STAFFING	10/23 ALICIA FUENTE	172.80
	553 - SEWER	11/10/22	5747	UNITED STAFFING	10/30 ALICIA FUENTE	216.00
	554 - REFUSE	11/10/22	5747	UNITED STAFFING	10/23 ALICIA FUENTE	172.80
	554 - REFUSE	11/10/22	5747	UNITED STAFFING	10/30 ALICIA FUENTE	216.00
<b>22462</b>						<b>\$2,420.00</b>
	101 - GENERAL FUND	11/10/22	624	US BANK TRUST	ADMIN FEES	2,420.00
<b>22463</b>						<b>\$1,000.09</b>
	101 - GENERAL FUND	11/10/22	1041	VERIZON WIRELESS	642065758-00003	22.26
	101 - GENERAL FUND	11/10/22	1041	VERIZON WIRELESS	642065758-00003	22.26
	101 - GENERAL FUND	11/10/22	1041	VERIZON WIRELESS	642065758-00003	22.26
	101 - GENERAL FUND	11/10/22	1041	VERIZON WIRELESS	642065758-00003	41.98
	101 - GENERAL FUND	11/10/22	1041	VERIZON WIRELESS	642065758-00004	824.53
	552 - WATER	11/10/22	1041	VERIZON WIRELESS	642065758-00003	22.26
	553 - SEWER	11/10/22	1041	VERIZON WIRELESS	642065758-00003	22.27
	554 - REFUSE	11/10/22	1041	VERIZON WIRELESS	642065758-00003	22.27
<b>22464</b>						<b>\$1,741.72</b>
	261 - GAS TAX FUND	11/10/22	368	VOLLMER EXCAVATION,	TEN LOAD OF COLD MI	1,340.41
	261 - GAS TAX FUND	11/10/22	368	VOLLMER EXCAVATION,	TRANSFER LOAD OF DG	401.31

<b>22465</b>						<b>\$50.00</b>
	101 - GENERAL FUND	11/10/22	4068	YOLANDA FLORES	NOV COUCIL STIPEND	50.00
<b>22466</b>						<b>\$50.00</b>
	400 - WELLNESS CENTER	11/10/22	5912	YVETTE DURAN	OCT. 2022 POUND	50.00
<b>22467</b>						<b>\$1,727.50</b>
	101 - GENERAL FUND	11/18/22	6971	CHINAS ALLEY	EMPLOYEE XMAS DINNE	1,727.50
<b>22468</b>						<b>\$150.00</b>
	101 - GENERAL FUND	11/21/22	447	SHERIFF'S CIVIL DIV	DED:0530 GARNISHMNT	150.00
<b>22469</b>						<b>\$495.69</b>
	101 - GENERAL FUND	11/21/22	4660	CITY OF LINDSAY	DED:052 WELLNESS	21.69
	101 - GENERAL FUND	11/21/22	4660	CITY OF LINDSAY	DED:L203 CDBG LOAN	474.00
<b>22470</b>						<b>\$84.72</b>
	101 - GENERAL FUND	11/21/22	3192	SEIU LOCAL 521	DED:DUES UNION DUES	84.72
<b>22471</b>						<b>\$7,170.16</b>
	101 - GENERAL FUND	11/21/22	6452	GREAT-WEST TRUST	DED:0500 DEF COMP	2,671.98
	101 - GENERAL FUND	11/21/22	6452	GREAT-WEST TRUST	DED:0555 DC LOANPAY	1,225.43
	101 - GENERAL FUND	11/21/22	6452	GREAT-WEST TRUST	DED:151 DEFERCOMP	2,926.11
	101 - GENERAL FUND	11/21/22	6452	GREAT-WEST TRUST	DED:ROTH ROTH	346.64
<b>22472</b>						<b>\$41.58</b>
	101 - GENERAL FUND	11/21/22	2325	LINDSAY PUBLIC SAFE	DED:LPOA LPOA DUES	41.58
<b>22473</b>						<b>\$94.59</b>
	101 - GENERAL FUND	11/21/22	6246	MCDERMONT VENTURE I	DED:051 MCDERMONT	94.59
<b>22474</b>						<b>\$397.38</b>
	101 - GENERAL FUND	11/21/22	1955	TEAMSTERS LOCAL 856	DED:0508 TEAMSTERS	397.38
<b>22475</b>						<b>\$150.00</b>
	101 - GENERAL FUND	11/21/22	447	SHERIFF'S CIVIL DIV	DED:0530 GARNISHMNT	150.00
<b>22476</b>						<b>\$495.69</b>
	101 - GENERAL FUND	11/21/22	4660	CITY OF LINDSAY	DED:052 WELLNESS	21.69
	101 - GENERAL FUND	11/21/22	4660	CITY OF LINDSAY	DED:L203 CDBG LOAN	474.00
<b>22477</b>						<b>\$84.72</b>
	101 - GENERAL FUND	11/21/22	3192	SEIU LOCAL 521	DED:DUES UNION DUES	84.72
<b>22478</b>						<b>\$7,179.68</b>
	101 - GENERAL FUND	11/21/22	6452	GREAT-WEST TRUST	DED:0500 DEF COMP	2,677.42
	101 - GENERAL FUND	11/21/22	6452	GREAT-WEST TRUST	DED:0555 DC LOANPAY	1,225.43
	101 - GENERAL FUND	11/21/22	6452	GREAT-WEST TRUST	DED:151 DEFERCOMP	2,930.19
	101 - GENERAL FUND	11/21/22	6452	GREAT-WEST TRUST	DED:ROTH ROTH	346.64
<b>22479</b>						<b>\$41.58</b>
	101 - GENERAL FUND	11/21/22	2325	LINDSAY PUBLIC SAFE	DED:LPOA LPOA DUES	41.58
<b>22480</b>						<b>\$94.59</b>
	101 - GENERAL FUND	11/21/22	6246	MCDERMONT VENTURE I	DED:051 MCDERMONT	94.59
<b>22481</b>						<b>\$397.38</b>
	101 - GENERAL FUND	11/21/22	1955	TEAMSTERS LOCAL 856	DED:0508 TEAMSTERS	397.38
<b>22482</b>						<b>\$684.72</b>
	400 - WELLNESS CENTER	11/23/22	6813	4IMPRINT INC	BUDGET RFID SLEEVE	684.72
<b>22483</b>						<b>\$497.58</b>
	400 - WELLNESS CENTER	11/23/22	2392	A & G TELEPHONE SER	W.C. HOME ZONE LABO	497.58
<b>22484</b>						<b>\$621.39</b>
	101 - GENERAL FUND	11/23/22	007	AG IRRIGATION SALES	CITY PARK-PVC PIPES	167.01
	101 - GENERAL FUND	11/23/22	007	AG IRRIGATION SALES	REPLACEMENT BLADE	50.32
	101 - GENERAL FUND	11/23/22	007	AG IRRIGATION SALES	SENIOR CNTR-VALVES	128.26
	552 - WATER	11/23/22	007	AG IRRIGATION SALES	WATER DEPT-PVC PIPE	32.61
	556 - VITA-PAKT	11/23/22	007	AG IRRIGATION SALES	VITAPAKT POND-OP. S	243.19
<b>22485</b>						<b>\$45.00</b>
	101 - GENERAL FUND	11/23/22	1858	ALL PRO FIRE AND SA	SOCCER FIELD OFFICE	45.00
<b>22486</b>						<b>\$24.50</b>
	101 - GENERAL FUND	11/23/22	6362	AMERICAN BUSINESS M	C.M. #13987 TONER	15.00
	101 - GENERAL FUND	11/23/22	6362	AMERICAN BUSINESS M	FINANCE CHARGE	9.50

<b>22487</b>						<b>\$1,245.00</b>
	101 - GENERAL FUND	11/23/22	3898	AMERICAN INCORPORAT	150 MIRAGE-HVAC SVC	295.00
	101 - GENERAL FUND	11/23/22	3898	AMERICAN INCORPORAT	CITY HALL-HVAC SVC	780.00
	553 - SEWER	11/23/22	3898	AMERICAN INCORPORAT	WWTP-HVAC SERVICE	170.00
<b>22488</b>						<b>\$281.68</b>
	101 - GENERAL FUND	11/23/22	3428	AT&T MOBILITY	C.M. 287297286867 N	40.24
	101 - GENERAL FUND	11/23/22	3428	AT&T MOBILITY	C.S. 287297286867 N	40.24
	101 - GENERAL FUND	11/23/22	3428	AT&T MOBILITY	F.D. 287297286867 N	40.24
	101 - GENERAL FUND	11/23/22	3428	AT&T MOBILITY	H.R. 287297286867 N	40.24
	101 - GENERAL FUND	11/23/22	3428	AT&T MOBILITY	P.S. 287297286867 N	80.48
	400 - WELLNESS CENTER	11/23/22	3428	AT&T MOBILITY	W.C. 287297286867 N	40.24
<b>22489</b>						<b>\$129.64</b>
	101 - GENERAL FUND	11/23/22	5457	AUTO ZONE COMMERCIA	ANTIFREEZE/COOLANT	21.74
	101 - GENERAL FUND	11/23/22	5457	AUTO ZONE COMMERCIA	OIL & AIR FILTER	40.20
	101 - GENERAL FUND	11/23/22	5457	AUTO ZONE COMMERCIA	WINDSHLD WASHER FLU	11.39
	552 - WATER	11/23/22	5457	AUTO ZONE COMMERCIA	WIPER BLADES	56.31
<b>22490</b>						<b>\$451.40</b>
	101 - GENERAL FUND	11/23/22	5381	AWAKE SKATE SHOP	JACKET FOR CITY CLE	31.39
	101 - GENERAL FUND	11/23/22	5381	AWAKE SKATE SHOP	JACKET FOR IT MANAG	31.39
	101 - GENERAL FUND	11/23/22	5381	AWAKE SKATE SHOP	JACKET FOR P.S.	31.39
	101 - GENERAL FUND	11/23/22	5381	AWAKE SKATE SHOP	JACKETS FOR CM&HR	62.79
	101 - GENERAL FUND	11/23/22	5381	AWAKE SKATE SHOP	XMAS LIGHTING BANNE	294.44
<b>22491</b>						<b>\$2,250.00</b>
	101 - GENERAL FUND	11/23/22	6689	BUILDING MAINTENANC	NOV. CLEANING SERVI	321.43
	101 - GENERAL FUND	11/23/22	6689	BUILDING MAINTENANC	NOV. CLEANING SERVI	321.43
	101 - GENERAL FUND	11/23/22	6689	BUILDING MAINTENANC	NOV. CLEANING SERVI	321.43
	101 - GENERAL FUND	11/23/22	6689	BUILDING MAINTENANC	NOV. CLEANING SERVI	321.43
	552 - WATER	11/23/22	6689	BUILDING MAINTENANC	NOV. CLEANING SERVI	321.43
	553 - SEWER	11/23/22	6689	BUILDING MAINTENANC	NOV. CLEANING SERVI	321.43
	554 - REFUSE	11/23/22	6689	BUILDING MAINTENANC	NOV. CLEANING SERVI	321.42
<b>22492</b>						<b>\$276.00</b>
	101 - GENERAL FUND	11/23/22	5013	BUZZ KILL PEST CONT	157 N MIRAGE #CL157	33.00
	101 - GENERAL FUND	11/23/22	5013	BUZZ KILL PEST CONT	174 SWEETBRIER #CL1	34.00
	101 - GENERAL FUND	11/23/22	5013	BUZZ KILL PEST CONT	801 ELMWOOD #CL801	25.00
	101 - GENERAL FUND	11/23/22	5013	BUZZ KILL PEST CONT	911 N PARKSIDE #CL9	27.00
	552 - WATER	11/23/22	5013	BUZZ KILL PEST CONT	729 W HONOLULU #CL7	28.00
	553 - SEWER	11/23/22	5013	BUZZ KILL PEST CONT	23611 RD 196 #CL236	33.00
	886 - SAMOA	11/23/22	5013	BUZZ KILL PEST CONT	SAMOA #CLSAMOA	43.00
	887 - SWEETBRIER TOWNHOUSES	11/23/22	5013	BUZZ KILL PEST CONT	HERMOSA TOWN HOMES	53.00
<b>22493</b>						<b>\$153.90</b>
	101 - GENERAL FUND	11/23/22	1979	CALIFORNIA BUILDING	JUL-SEP 2022 SB1473	153.90
<b>22494</b>						<b>\$1,671.38</b>
	101 - GENERAL FUND	11/23/22	6351	CANON FINANCIAL SER	C.M. 11/1/22-11/30/	270.00
	101 - GENERAL FUND	11/23/22	6351	CANON FINANCIAL SER	C.S. 11/1/22-11/30/	270.00
	101 - GENERAL FUND	11/23/22	6351	CANON FINANCIAL SER	F.D. 11/1/22-11/30/	270.00
	101 - GENERAL FUND	11/23/22	6351	CANON FINANCIAL SER	H.R. 11/1/22-11/30/	270.00
	101 - GENERAL FUND	11/23/22	6351	CANON FINANCIAL SER	P.S. 11/1/22-11/30/	270.00
	400 - WELLNESS CENTER	11/23/22	6351	CANON FINANCIAL SER	W.C. 11/1/22-11/30/	270.00
	400 - WELLNESS CENTER	11/23/22	6351	CANON FINANCIAL SER	W.C. 7/1/22-9/30/22	51.38
<b>22495</b>						<b>\$248.39</b>
	101 - GENERAL FUND	11/23/22	076	CENTRAL VALLEY BUSI	INSPECTION FORMS	186.42
	261 - GAS TAX FUND	11/23/22	076	CENTRAL VALLEY BUSI	PROP 68 SIGNS	61.97
<b>22496</b>						<b>\$332.92</b>
	400 - WELLNESS CENTER	11/23/22	6500	CHARTER COMMUNICATI	NOV. W.C. INTERNET	332.92
<b>22497</b>						<b>\$1,133.69</b>
	101 - GENERAL FUND	11/23/22	5832	CINTAS CORPORATION	11/16UNIFORMS&SUPPL	53.38
	101 - GENERAL FUND	11/23/22	5832	CINTAS CORPORATION	11/16UNIFORMS&SUPPL	53.39
	101 - GENERAL FUND	11/23/22	5832	CINTAS CORPORATION	11/16UNIFORMS&SUPPL	53.39
	101 - GENERAL FUND	11/23/22	5832	CINTAS CORPORATION	11/2UNIFORMS&SUPPLI	46.44
	101 - GENERAL FUND	11/23/22	5832	CINTAS CORPORATION	11/2UNIFORMS&SUPPLI	46.44
	101 - GENERAL FUND	11/23/22	5832	CINTAS CORPORATION	11/2UNIFORMS&SUPPLI	46.44
	101 - GENERAL FUND	11/23/22	5832	CINTAS CORPORATION	11/9UNIFORMS&SUPPLI	62.13
	101 - GENERAL FUND	11/23/22	5832	CINTAS CORPORATION	11/9UNIFORMS&SUPPLI	62.13

101 - GENERAL FUND	11/23/22	5832	CINTAS CORPORATION	11/9UNIFORMS&SUPPLI	62.13
552 - WATER	11/23/22	5832	CINTAS CORPORATION	11/16UNIFORMS&SUPPL	53.39
552 - WATER	11/23/22	5832	CINTAS CORPORATION	11/2UNIFORMS&SUPPLI	46.43
552 - WATER	11/23/22	5832	CINTAS CORPORATION	11/9UNIFORMS&SUPPLI	62.13
553 - SEWER	11/23/22	5832	CINTAS CORPORATION	11/16UNIFORMS&SUPPL	53.39
553 - SEWER	11/23/22	5832	CINTAS CORPORATION	11/2UNIFORMS&SUPPLI	46.43
553 - SEWER	11/23/22	5832	CINTAS CORPORATION	11/9UNIFORMS&SUPPLI	62.13
554 - REFUSE	11/23/22	5832	CINTAS CORPORATION	11/16UNIFORMS&SUPPL	53.39
554 - REFUSE	11/23/22	5832	CINTAS CORPORATION	11/2UNIFORMS&SUPPLI	46.44
554 - REFUSE	11/23/22	5832	CINTAS CORPORATION	11/9UNIFORMS&SUPPLI	62.13
556 - VITA-PAKT	11/23/22	5832	CINTAS CORPORATION	11/16UNIFORMS&SUPPL	53.39
556 - VITA-PAKT	11/23/22	5832	CINTAS CORPORATION	11/2UNIFORMS&SUPPLI	46.44
556 - VITA-PAKT	11/23/22	5832	CINTAS CORPORATION	11/9UNIFORMS&SUPPLI	62.13
<b>22498</b>					<b>\$1,090.00</b>
101 - GENERAL FUND	11/23/22	279	CITY OF PORTERVILLE	OCT. ANIMAL SERVICE	1,090.00
<b>22499</b>					<b>\$343.13</b>
101 - GENERAL FUND	11/23/22	111	DEPT OF CONSERVATIO	JUL-SEP 2022 COMMER	81.14
101 - GENERAL FUND	11/23/22	111	DEPT OF CONSERVATIO	JUL-SEP 2022 RESIDE	261.99
<b>22500</b>					<b>\$1,000.00</b>
781 - CAL HOME RLF	11/23/22	2540	DEPT.OF HOUSING & C	11/15 CALHOME TO HC	1,000.00
<b>22501</b>					<b>\$1,227.81</b>
700 - CDBG REVOLVING LN FUND	11/23/22	2540	DEPT.OF HOUSING & C	11/15/22 CDBG TO HC	1,227.81
<b>22502</b>					<b>\$6,833.91</b>
720 - HOME REVOLVING LN FUND	11/23/22	2540	DEPT.OF HOUSING & C	11/15/22 HOME TO HC	6,833.91
<b>22503</b>					<b>\$350.00</b>
101 - GENERAL FUND	11/23/22	6366	DJ RENE SALAZAR	CHRISTMAS EMPLOYEE	350.00
<b>22504</b>					<b>\$3,629.94</b>
553 - SEWER	11/23/22	5978	DOMINO SOLAR LTD	JB-9325693-00 OCT.	3,629.94
<b>22505</b>					<b>\$1,138.37</b>
552 - WATER	11/23/22	137	FRIANT WATER AUTHOR	SLDMWA EXCHANGE COS	1,138.37
<b>22506</b>					<b>\$43.36</b>
101 - GENERAL FUND	11/23/22	151	GRAINGER INC	RESET VALVE, ACORN	43.36
<b>22507</b>					<b>\$524.68</b>
101 - GENERAL FUND	11/23/22	1391	HOME DEPOT	LANDSCAPE OP SUPPLI	283.32
101 - GENERAL FUND	11/23/22	1391	HOME DEPOT	P.S. PATIO FENCE MO	241.36
<b>22508</b>					<b>\$522.19</b>
552 - WATER	11/23/22	197	JORGENSEN COMPANY I	SCBA ANNUAL FLOW TE	522.19
<b>22509</b>					<b>\$6,000.00</b>
553 - SEWER	11/23/22	6774	KAWEAH WATER FOUNDA	SAFE DRINKING WATER	6,000.00
<b>22510</b>					<b>\$21,824.70</b>
101 - GENERAL FUND	11/23/22	6563	KAYLOR LANDSCAPE	CHRISTMAS DECORATIO	21,824.70
<b>22511</b>					<b>\$69,515.67</b>
101 - GENERAL FUND	11/23/22	6100	KEENAN & ASSOCIATES	DEC. COMPLETE CARE	428.00
101 - GENERAL FUND	11/23/22	6100	KEENAN & ASSOCIATES	DEC. PPO 250 ACTIVE	58,088.10
101 - GENERAL FUND	11/23/22	6100	KEENAN & ASSOCIATES	DEC. PPO 250 RETIRE	2,755.17
101 - GENERAL FUND	11/23/22	6100	KEENAN & ASSOCIATES	DEC. PPO 500 ACTIVE	8,244.40
<b>22512</b>					<b>\$25.00</b>
101 - GENERAL FUND	11/23/22	5424	LINDSAY VETERINARY	11/01 ANIMAL SERVIC	25.00
<b>22513</b>					<b>\$698.23</b>
101 - GENERAL FUND	11/23/22	6550	MARIO SAGREDO ELECT	LIBRARY BTHRM LIGHT	698.23
<b>22514</b>					<b>\$149.66</b>
101 - GENERAL FUND	11/23/22	2735	MEZQUITE NURSERY, I	P.S.-TREE AND PLANT	149.66
<b>22515</b>					<b>\$25,312.67</b>
600 - CAPITAL IMPROVEMENT	11/23/22	6639	MOORE IACOFANO GOLT	7/1-8/10 OLIVE BOWL	8,710.17
600 - CAPITAL IMPROVEMENT	11/23/22	6639	MOORE IACOFANO GOLT	OCT. OLIVE BOWL AAS	16,602.50
<b>22516</b>					<b>\$325.00</b>
101 - GENERAL FUND	11/23/22	6437	MORINDA MEDICAL GRO	OCT. 2022 CLAIMS	325.00
<b>22517</b>					<b>\$160.52</b>
101 - GENERAL FUND	11/23/22	6162	MUNISERVICES	SUTA CA-Q2 2022	160.52
<b>22518</b>					<b>\$197.89</b>
101 - GENERAL FUND	11/23/22	6162	MUNISERVICES	SUTA CA-Q2 2022	197.89
<b>22519</b>					<b>\$470.31</b>
101 - GENERAL FUND	11/23/22	5625	NGLIC-SUPERIOR VISI	DEC. 2022 VISION PL	470.31

<b>22520</b>						<b>\$6,491.00</b>
	552 - WATER	11/23/22	6513	WILLIAM A. OROSCO	ANNUAL BACKFLOW TES	3,241.00
	552 - WATER	11/23/22	6513	WILLIAM A. OROSCO	ANNUAL BACKFLOW TES	3,250.00
<b>22521</b>						<b>\$135.00</b>
	101 - GENERAL FUND	11/23/22	276	PORTERVILLE RECORDE	AD#109248-PUBLIC HE	135.00
<b>22522</b>						<b>\$755.69</b>
	552 - WATER	11/23/22	6977	DE VAULT ELECTRIC P	9" POWER WELL SOUND	755.69
<b>22523</b>						<b>\$25,621.75</b>
	552 - WATER	11/23/22	4618	PROVOST & PRITCHARD	OCT. WATER RATES	6.00
	552 - WATER	11/23/22	4618	PROVOST & PRITCHARD	SEP WATER RATES STU	67.50
	552 - WATER	11/23/22	4618	PROVOST & PRITCHARD	WATER FEASIBILITY	5,423.80
	553 - SEWER	11/23/22	4618	PROVOST & PRITCHARD	OCT. GWM&R EAST PON	3,570.55
	553 - SEWER	11/23/22	4618	PROVOST & PRITCHARD	OCT. SEWER RATES	6.00
	553 - SEWER	11/23/22	4618	PROVOST & PRITCHARD	SEP SEWER RATES STU	67.50
	553 - SEWER	11/23/22	4618	PROVOST & PRITCHARD	WWTP SAMPLE PFAS/PF	3,540.80
	556 - VITA-PAKT	11/23/22	4618	PROVOST & PRITCHARD	VITA-PAKT CONSULT S	6,312.78
	600 - CAPITAL IMPROVEMENT	11/23/22	4618	PROVOST & PRITCHARD	HERMOSA ST CONSTRUC	6,626.82
<b>22524</b>						<b>\$624.80</b>
	101 - GENERAL FUND	11/23/22	399	QUAD KNOPF,INC.	OCT. PLANNING SERVI	624.80
<b>22525</b>						<b>\$884.94</b>
	101 - GENERAL FUND	11/23/22	285	QUILL CORPORATION	27-INCH FHD MONITOR	359.09
	101 - GENERAL FUND	11/23/22	285	QUILL CORPORATION	C.C.- OFFICE SUPPLI	62.03
	101 - GENERAL FUND	11/23/22	285	QUILL CORPORATION	CORK BOARD	63.01
	101 - GENERAL FUND	11/23/22	285	QUILL CORPORATION	CORK BOARD	65.76
	101 - GENERAL FUND	11/23/22	285	QUILL CORPORATION	EXPO ERASER	93.27
	101 - GENERAL FUND	11/23/22	285	QUILL CORPORATION	LOGITECH WRLSS COMB	95.69
	101 - GENERAL FUND	11/23/22	285	QUILL CORPORATION	OFFICE SUPPLIES	93.26
	101 - GENERAL FUND	11/23/22	285	QUILL CORPORATION	POP-UP NOTES & FLAG	52.83
<b>22526</b>						<b>\$800.00</b>
	101 - GENERAL FUND	11/23/22	6976	SANFORD LARRY	WATER EFFICIENCY PR	800.00
<b>22527</b>						<b>\$78.38</b>
	101 - GENERAL FUND	11/23/22	298	SAVE MART SUPERMARK	H.R.-RECRUIT SNACKS	42.43
	101 - GENERAL FUND	11/23/22	298	SAVE MART SUPERMARK	REFRESHMENT-SENATOR	35.95
<b>22528</b>						<b>\$510.68</b>
	101 - GENERAL FUND	11/23/22	310	SOUTHERN CA. EDISON	700345129983-LATE F	0.36
	101 - GENERAL FUND	11/23/22	310	SOUTHERN CA. EDISON	700439853113-LATE F	0.18
	101 - GENERAL FUND	11/23/22	310	SOUTHERN CA. EDISON	700477296224-LATE F	0.42
	101 - GENERAL FUND	11/23/22	310	SOUTHERN CA. EDISON	700477332697-LATE F	0.53
	101 - GENERAL FUND	11/23/22	310	SOUTHERN CA. EDISON	700482892316-LATE F	0.92
	101 - GENERAL FUND	11/23/22	310	SOUTHERN CA. EDISON	LATE FEE-7001528584	0.24
	261 - GAS TAX FUND	11/23/22	310	SOUTHERN CA. EDISON	108 HERMOSA ST PED	69.34
	261 - GAS TAX FUND	11/23/22	310	SOUTHERN CA. EDISON	135 W HONOLULU LS3A	97.93
	261 - GAS TAX FUND	11/23/22	310	SOUTHERN CA. EDISON	150 E HONOLULU	98.47
	261 - GAS TAX FUND	11/23/22	310	SOUTHERN CA. EDISON	151 W SAMOA LS3D	59.48
	261 - GAS TAX FUND	11/23/22	310	SOUTHERN CA. EDISON	151 W HONOLULU	65.66
	261 - GAS TAX FUND	11/23/22	310	SOUTHERN CA. EDISON	157 N MIRAGE AVE LE	24.94
	261 - GAS TAX FUND	11/23/22	310	SOUTHERN CA. EDISON	269 N SWEETBRIER AV	60.35
	553 - SEWER	11/23/22	310	SOUTHERN CA. EDISON	598 MONTE VISTA	31.86
<b>22529</b>						<b>\$201.03</b>
	101 - GENERAL FUND	11/23/22	6703	STERICYCLE INC	10/17/22 SHRED SERV	126.75
	101 - GENERAL FUND	11/23/22	6703	STERICYCLE INC	10/17/22 SHRED SERV	74.28
<b>22530</b>						<b>\$550.00</b>
	263 - TRANSPORTATION	11/23/22	3952	STEWART TITLE COMPA	COND. TITLE GUARANT	550.00
<b>22531</b>						<b>\$4,096.67</b>
	101 - GENERAL FUND	11/23/22	6146	SUPERION, LLC	11/01/22-11/30/22	1,024.16
	552 - WATER	11/23/22	6146	SUPERION, LLC	11/01/22-11/30/22	1,024.17
	553 - SEWER	11/23/22	6146	SUPERION, LLC	11/01/22-11/30/22	1,024.17
	554 - REFUSE	11/23/22	6146	SUPERION, LLC	11/01/22-11/30/22	1,024.17

<b>22532</b>						<b>\$4,375.51</b>
	101 - GENERAL FUND	11/23/22	5755	TELEPACIFIC COMMUNI	11/09/22-12/08/22	546.94
	101 - GENERAL FUND	11/23/22	5755	TELEPACIFIC COMMUNI	11/09/22-12/08/22	546.94
	101 - GENERAL FUND	11/23/22	5755	TELEPACIFIC COMMUNI	11/09/22-12/08/22	546.94
	101 - GENERAL FUND	11/23/22	5755	TELEPACIFIC COMMUNI	11/09/22-12/08/22	546.94
	101 - GENERAL FUND	11/23/22	5755	TELEPACIFIC COMMUNI	11/09/22-12/08/22	546.94
	400 - WELLNESS CENTER	11/23/22	5755	TELEPACIFIC COMMUNI	11/09/22-12/08/22	546.94
	552 - WATER	11/23/22	5755	TELEPACIFIC COMMUNI	11/09/22-12/08/22	546.94
	553 - SEWER	11/23/22	5755	TELEPACIFIC COMMUNI	11/09/22-12/08/22	546.93
<b>22533</b>						<b>\$130,055.07</b>
	600 - CAPITAL IMPROVEMENT	11/23/22	6974	TERRA WEST CONSTRUC	HERMOSA IMPROVEMENT	130,055.07
<b>22534</b>						<b>\$6,111.78</b>
	101 - GENERAL FUND	11/23/22	144	THE GAS COMPANY	140 N. MIRAGE	23.01
	101 - GENERAL FUND	11/23/22	144	THE GAS COMPANY	185 N GALE HILL	19.09
	101 - GENERAL FUND	11/23/22	144	THE GAS COMPANY	251 E. HONOLULU	17.13
	101 - GENERAL FUND	11/23/22	144	THE GAS COMPANY	488 N MT VERNON	15.16
	400 - WELLNESS CENTER	11/23/22	144	THE GAS COMPANY	740 SEQUOIA-POOL	6,037.39
<b>22535</b>						<b>\$250.00</b>
	101 - GENERAL FUND	11/23/22	5792	THOMSON REUTERS - W	NOV. ONLINE/SOFTWAR	250.00
<b>22536</b>						<b>\$7,200.00</b>
	101 - GENERAL FUND	11/23/22	6978	TRAFFIC LOGIX CORPO	WD-ANNUAL FY22/23	7,200.00
<b>22537</b>						<b>\$500.00</b>
	400 - WELLNESS CENTER	11/23/22	6510	UNITED SOLAR SERVIC	SOLAR PANEL CLEANIN	500.00
<b>22539</b>						<b>\$12,626.28</b>
	101 - GENERAL FUND	11/23/22	5747	UNITED STAFFING	11/13 ALEXANDER G.	691.20
	101 - GENERAL FUND	11/23/22	5747	UNITED STAFFING	11/13 ALICIA FUENTE	172.80
	101 - GENERAL FUND	11/23/22	5747	UNITED STAFFING	11/13 SANDRA MARTIN	725.76
	101 - GENERAL FUND	11/23/22	5747	UNITED STAFFING	11/13 SYDNEY MARTIN	172.80
	101 - GENERAL FUND	11/23/22	5747	UNITED STAFFING	11/13JOSHUA&JORGE	1,382.40
	101 - GENERAL FUND	11/23/22	5747	UNITED STAFFING	11/6 ALEXANDER GONZ	864.00
	101 - GENERAL FUND	11/23/22	5747	UNITED STAFFING	11/6 ALICIA FUENTES	216.00
	101 - GENERAL FUND	11/23/22	5747	UNITED STAFFING	11/6 JORGE GONZALEZ	723.60
	101 - GENERAL FUND	11/23/22	5747	UNITED STAFFING	11/6 JOSHUA DUFFEY	896.40
	101 - GENERAL FUND	11/23/22	5747	UNITED STAFFING	11/6 SANDRA MARTINE	345.60
	101 - GENERAL FUND	11/23/22	5747	UNITED STAFFING	11/6 SANDRA MARTINE	544.32
	400 - WELLNESS CENTER	11/23/22	5747	UNITED STAFFING	11/13 BRETT MORRIS	691.20
	400 - WELLNESS CENTER	11/23/22	5747	UNITED STAFFING	11/13 SILVIA HERNAN	864.00
	400 - WELLNESS CENTER	11/23/22	5747	UNITED STAFFING	11/13/22 LIZETTE AN	388.80
	400 - WELLNESS CENTER	11/23/22	5747	UNITED STAFFING	11/6 BRETT MORRIS	864.00
	400 - WELLNESS CENTER	11/23/22	5747	UNITED STAFFING	11/6 SILVIA HERNAND	864.00
	400 - WELLNESS CENTER	11/23/22	5747	UNITED STAFFING	11/6/22 LIZETTE ANG	232.20
	552 - WATER	11/23/22	5747	UNITED STAFFING	11/13 ALICIA FUENTE	172.80
	552 - WATER	11/23/22	5747	UNITED STAFFING	11/13 SYDNEY MARTIN	345.60
	552 - WATER	11/23/22	5747	UNITED STAFFING	11/6 ALICIA FUENTES	216.00
	552 - WATER	11/23/22	5747	UNITED STAFFING	11/6 SYDNEY MARTINE	324.00
	552 - WATER	11/23/22	5747	UNITED STAFFING	11/6 SYDNEY MARTINE	367.20
	552 - WATER	11/23/22	5747	UNITED STAFFING	INV#210535 DUP PAYM	(216.00)
	553 - SEWER	11/23/22	5747	UNITED STAFFING	11/13 ALICIA FUENTE	172.80
	553 - SEWER	11/23/22	5747	UNITED STAFFING	11/6 ALICIA FUENTES	216.00
	554 - REFUSE	11/23/22	5747	UNITED STAFFING	11/13 ALICIA FUENTE	172.80
	554 - REFUSE	11/23/22	5747	UNITED STAFFING	11/6 ALICIA FUENTES	216.00
<b>22540</b>						<b>\$2,848.35</b>
	552 - WATER	11/23/22	5413	UNIVAR USA INC	LIQUICHLOR	2,848.35
<b>22541</b>						<b>\$91.45</b>
	552 - WATER	11/23/22	356	USA BLUEBOOK	SULFURIC ACID	91.45
<b>22542</b>						<b>\$944.61</b>
	101 - GENERAL FUND	11/23/22	1041	VERIZON WIRELESS	642065758-00001 OCT	122.28
	101 - GENERAL FUND	11/23/22	1041	VERIZON WIRELESS	642065758-00004 OCT	822.33
<b>22543</b>						<b>\$312.48</b>
	552 - WATER	11/23/22	368	VOLLMER EXCAVATION,	LOAD OF FILL SAND	312.48

<b>22544</b>						<b>\$156.60</b>
	101 - GENERAL FUND	11/23/22	4716	WALO'S AUTO REPAIR	KEYS	52.20
	101 - GENERAL FUND	11/23/22	4716	WALO'S AUTO REPAIR	KEYS	52.20
	552 - WATER	11/23/22	4716	WALO'S AUTO REPAIR	KEYS	52.20
<b>22545</b>						<b>\$2,400.00</b>
	306 - COVID-19 ARPA FUND	11/23/22	6975	PLATINUM ENGINEERIN	FIRE DAMAGE INSPECT	2,400.00
<b>SUMMARY BY FUNDING SOURCE</b>						
	101 - GENERAL FUND					204,715.42
	261 - GAS TAX FUND					12,938.20
	263 - TRANSPORTATION					550.00
	306 - COVID-19 ARPA FUND					2,400.00
	400 - WELLNESS CENTER					24,269.16
	552 - WATER					87,137.88
	553 - SEWER					43,672.15
	554 - REFUSE					6,254.49
	556 - VITA-PAKT					7,832.62
	600 - CAPITAL IMPROVEMENT					167,487.95
	700 - CDBG REVOLVING LN FUND					1,829.09
	720 - HOME REVOLVING LN FUND					24,865.29
	779 - 00-HOME-0487					30,916.65
	781 - CAL HOME RLF					1,784.00
	883 - SIERRA VIEW ASSESSMENT					1,165.16
	884 - HERITAGE ASSESSMENT DIST					291.85
	886 - SAMOA					61.08
	887 - SWEETBRIER TOWNHOUSES					683.86
	888 - PARKSIDE					214.85
	889 - SIERRA VISTA ASSESSMENT					267.16
	890 - MAPLE VALLEY ASSESSMENT					592.36
	891 - PELOUS RANCH					952.40
<b>TOTAL</b>						<b>\$ 620,881.62</b>



**Monthly Treasurer's Report**  
**November 30, 2022**  
**Cash Balances Classified by Depository**

**CASH RESOURCES**

LOCATION	GL ACCOUNT #	TYPE	BALANCE
Cash Register Funds (City Hall & Wellness)	100-102	RES	\$800
Bank of the Sierra- Depository Account	100-114	GEN	\$3,019,329
Bank of the Sierra - AP/Operating	100-100	GEN	\$11,700
Bank of the Sierra - Payroll	100-106	GEN	\$105,890
Bank of the Sierra - Wellness Center	100-500	GEN	\$948,063
Bank of the Sierra - Impound Account	100-120	RES	\$43,156
LAIF Savings: City & Successor Agency	100-103	INV-RES	\$5,971,598
MBS Investments	100-700	INV-RES	\$3,047,884
<b>TOTAL</b>			<b>\$13,148,419</b>

**CASH EXPENDED**

ACCOUNTS PAYABLE & PAYROLL	AMOUNT
Accounts Payable	\$620,882
Payroll (November 4th Payday)	\$234,527
Payroll (November 18th Payday)	\$337,691
<b>TOTAL</b>	<b>\$1,193,100</b>

DEBT SERVICE	AMOUNT
Tulare Road	\$105,968
Library	\$7,233
Sewer Plant Expansion	\$323,470
<b>TOTAL</b>	<b>\$436,671</b>

**INVESTMENTS**

**INVESTMENT POLICY COMPLIANCE**

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

<b>INVESTED FUNDS</b>	<b>\$9,019,482</b>
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Respectfully submitted,

*Juana Espinoza*

Director of Finance  
 City of Lindsay

**ABBREVIATIONS**

GEN: GENERAL UNRESTRICTED  
 RES: RESTRICTED ACTIVITY  
 INV: INVESTMENT



## STAFF REPORT

TO: Lindsay City Council  
FROM: Juana Espinoza, Director of Finance  
DEPARTMENT: Finance  
ITEM NO.: 11.4  
MEETING DATE: December 13, 2022

### ACTION & RECOMMENDATION

Consider the Minute Order Renewal of Property Lease Agreement between the City of Lindsay and Lexay's Simple Sack Lunch and Authorize City Manager to Execute Any Documents Thereto.

### BACKGROUND | ANALYSIS

Lexsay's simple Sack Lunch (Lexsay's) is a family owned and operated business serving specialty burritos to the Lindsay area. They are currently located at 801 N. Elmwood, Lindsay CA 93247.

Renewing Lexsay's lease agreement will provide this local business with a smooth continuity of operations and allow them to continue serving local Lindsay customers.

An executive summary of the terms of the draft Property Lease Agreement is contained within this report, and the full draft Property Lease Agreement is attached outlining the terms and conditions of the property lease in detail.

### Executive Summary

- **Term:** One Year beginning January 1, 2023, and ending December 31, 2023.
- **Option Term:** One Year beginning January 1, 2024, and ending December 31, 2023.
- **Space:** Approximately 400 sq feet.
- **Rent:** \$700 per month
- **Additional utilities and common area maintenance:** None

### FISCAL IMPACT

Rent collected in the amount of \$700/month will be deposited into 101-GENERAL FUND.

### ATTACHMENTS

- Draft Property Lease Agreement

## LEASE AGREEMENT

This LEASE AGREEMENT (this “Agreement”) is effective as of January 1, 2023 (“Effective Date”), and is made by and between City of Lindsay (“Owner”), and Lexasay’s Simple Sack Lunch (“Lessee”), on the terms and conditions set forth below.

1. Lease.

1.1 Property. Owner is the simple owner of certain real property located at 801 N. Elmwood Ave, Lindsay, CA 93247, identified by Assessor Parcel Number: 201-150-003-000. The subject property to be leased by Owner to Lessee shall be a vacant lot and is depicted on Exhibit 1 (the “Property” or the “Premises”). Owner hereby leases to Lessee the Property depicted on Exhibit 1, and Lessee hereby leases the Property from Owner, on the terms and conditions set forth in this Agreement.

1.2 Existing Lease Agreement. The Property is subject to conditions set forth within an existing lease agreement between the City of Lindsay and the Lindsay United Soccer Club (“LUSC”) which is included as Exhibit 2 of this Agreement. Lessee hereby acknowledges that they have received a copy of the existing lease agreement and all related attachments between the City of Lindsay and LUSC for the subject property to be leased by Owner to LUSC described within Exhibit 2 of this Agreement as the Small Office of 200± square feet Southeast portion of the City of Lindsay Clubhouse (the “Property” or the “Premises”).

2. Term.

2.1 Original Term. The term of this Agreement and the Leasehold Estate (the “Original Term”) shall commence on the Effective Date and continue until the one (1) year anniversary of the Effective Date, unless extended as provided herein.

2.2 Renewal Term. Provided Lessee is not in default under this Agreement, Lessee shall have the option, in its sole discretion, to extend and renew the term of this Agreement for one (1) additional year. Lessee may exercise such options by written notice delivered to Owner no later than sixty (60) days prior to the expiration of the Original Term or the then-existing Renewal Term, as applicable.

3. Rent.

3.1 Original Term Rent. In consideration of the rights granted to Lessee in this Agreement, Lessee will pay Owner commencing on the Effective Date and continuing until the end of the Original Term, unless this Agreement is sooner terminated. Lessee shall pay Owner a monthly fee equal to \$700 per month. Lessee shall pay the monthly fee on the first day of each and every month during the Original Term each month until the termination or expiration of this Lease Agreement.

3.2 Renewal Term Rent. If Lessee exercises its right to renew the term of this Agreement for any Renewal Term, this rent amount shall increase to \$750 per month, beginning and effective on the start date of the Renewal Term.

3.3 Security Deposit. None.

4. Development and Operation.

4.1 Lessee Responsibility. Lessee agrees to comply with all municipal, county, state, and federal law.

4.2 Grant of Lease. Owner grants to Lessee a License (“the License”) to perform the following acts on the Property. Lessee shall have access to a portion of the Clubhouse for the purpose of restaurant operations Monday through Sunday of each week between the hours of 4:00AM to 12:00PM. Lessee shall set hours of operation. Lessee shall be permitted to secure Property. Lessee shall secure the office and shall provide a key to the Owner as requested. Lessee is responsible for the cleanliness of all areas utilized. The Owner shall ensure that if the facility is utilized outside of the Lessee hours, the facility will be cleaned prior to the next regularly scheduled use by Lessee. The Property shall be utilized by Lessee for the purpose of a restaurant and shall not be utilized by Lessee for any other purpose. The Owner shall perform annual building inspections of the property.

4.3 Incidental Rights and Obligations. Lessee shall have full and exclusive management authority over the Property areas during the times of scheduled operations and shall assume full responsibility for the timely cleaning of all areas used. Lessee shall be permitted to install telephone services and assume all responsibility for installation, control of use, and service cost. Lessee will be responsible for non-permanent interior modifications to accommodate their operations. The Owner shall provide facility management oversight, routine building and grounds maintenance, and schedule use of the building outside of the Lessee operational hours. The Owner shall schedule all activities in the Clubhouse aside from Lessee’s daily usage and will notify Lessee of the schedule. The Owner, Lessee, and other users of the facility shall meet semi-annually to address any concerns and coordinate schedules and programmed use for the next six (6) months.

4.3 Ownership of Improvements. Lessee can request to make improvements to the property with sixty (60) days notice. Following the expiration of all terms, Owner shall become the sole owner of all right, title, and interest in and to the Improvements, however, Owner shall have the right to demand Lessee to return the Property to its original condition at Lessee’s sole expense. Lessor will be responsible for repairs and installations of permanent fixtures i.e., HVAC, light fixtures, and windows.

5. Insurance Requirements.

5.1 Commercial General Liability. Lessee shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CB 00 001, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Lessee’s general liability policies shall be primary and shall not seek contribution from the Owner’s coverage and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that Owner and its officers, officials, employees, and agents shall be additional insureds under such policies. Any failure to comply with reporting provisions of the policies by Lessee shall not affect coverage provided the Owner. Coverage shall state that Lessee insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability. Coverage shall contain a waiver of subrogation in favor of the Owner

5.2 Property Insurance. Against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

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

5.4 All Coverages. Each insurance policy required by the agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the Owner, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the Owner.

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

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

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

6. Taxes. Owner shall be responsible for, and shall timely pay before the same become delinquent, all taxes, assessments, or other governmental charges that are imposed on, or arise in connection with, the Property. Lessee shall be responsible for all other tax created by lessee's activity on the Property.

7. Utilities.

7.1 Utilities belonging to Lessee. Lessee agrees to pay any and all utilities supplied to the Premises. Owner shall not be liable in damages or otherwise for any failure or interruption of any utility service being furnished to the Premises. No such failure or interruption shall entitle Lessee to terminate this Lease, unless such failure or interruption persists for an unreasonable period, without cure.

7.2 Utilities not belonging to Lessee. The Property is subject to conditions set forth within an existing lease agreement between the City of Lindsay and the Lindsay United Soccer Club ("LUSC"). Lessee is hereby granted authorization by Owner to work directly with LUSC to determine the appropriate cost sharing for all shared utilities supplied to the Property, if any.

8. Maintenance. In the event Lessee fails to maintain the Premises in good order, condition and repair, Owner shall give Lessee notice to do such acts as are reasonably required to maintain the Premises. In the event Lessee fails promptly to commence such work or diligently prosecute the same to completion, Owner may but is not obligated to do such acts and expend such funds at the expense of Lessee as are reasonably required to perform such work. Any amount so expended by Owner shall be paid by Lessee promptly after demand. Lessee shall keep the leased area and covered patio area adjacent to the Property in a neat, clean and orderly condition and shall repair any damage that occurs due to the use of the property.

9. Indemnity. The Lessee agrees to defend and indemnify the Owner for any liability stemming from any adverse judgment or settlement against the Owner in connection with any activity performed or allowed by the Lessee at the Property, specifically the Lessee shall indemnify the Owner against all liability, claims, demands, losses, damages, costs, charges, and expenses, including reasonable attorney's fees, that the Owner may in any way sustain, incur or become liable for in consequence of any activities performed or allowed by the Lessee at the Property. If the Lessee fails to defend and indemnify as set forth in this Agreement, the Owner may bring a separate suit against the Lessee for failure to do so and immediately terminate the lease agreement. For purposes of any such potential suit the Lessee hereby waives any and all applicable statutes of limitations applicable to indemnity claims arising in connection with prosecution of a lawsuit and the party's rights and obligations for indemnity shall flow from this written agreement. If the Owner fails to defend and indemnify as set forth in this Agreement, the Lessee may bring a separate suit against the Owner for failure to do so. For purposes of any such potential suit the Owner hereby waives any and all applicable statutes of limitations applicable to indemnity claims arising in connection with prosecution of a lawsuit and the party's rights and obligations for indemnity shall flow from this written agreement.

10. Default; Termination.

10.1 Notice and Cure. In the event of an alleged breach or default by either party of any representation, warranty, or obligation under this Agreement, the non-defaulting party shall provide the defaulting party with a reasonably-detailed written notice of such default and a thirty (30) day opportunity to cure such default; provided, however, that if curing the default will reasonably take longer than the said thirty (30) day time period, the defaulting party shall have such time period reasonably necessary to cure such default, provided that the defaulting party commences to cure the default within the initial thirty (30) day period. Following the application of the foregoing notice and cure requirements, the non-defaulting party may terminate this Agreement and/or exercise any other rights or remedies available to it at law or in equity; provided, however, that the non-defaulting party shall use commercially reasonable efforts to mitigate its damages arising from such default.

10.2 Termination. Notwithstanding any provision of this Agreement to the contrary, Lessee may terminate this Agreement at any time by written notice to Owner; provided, however, that any notice of termination following the Operations Date shall not be effective until sixty (60) days following Owner's receipt of such notice. In the event this Agreement is terminated by Lessee in accordance with this section, Owner authorizes Lessee to execute and record a notice of termination evidencing such termination.

11. Assignment and Sublease. Lessee shall not voluntarily or by operation of law assign, transfer, mortgage otherwise encumber all or any part of Lessee's interest in this Lease or

in the Premises, and shall not sublet or license all or any part of the Premises, without the prior written consent of Owner in each instance, with such consent not being unreasonably withheld and any attempted assignment, transfer, mortgage, encumbrance, subletting or license without such consent shall be wholly void. Lessee may assign this Lease to any parent company, subsidiary or sister company, or closely related entity of Lessee and/or its owners (“Related Party Assignment”). In any such event of a Related Party Assignment, Lessee shall inform Owner, provide Owner with the Related Party Assignment documents for Owner to acknowledge Owner’s receipt of same and Owner shall promptly acknowledge the receipt of the Related Party Assignment and return a copy thereof to Lessee. In no event shall Owner withhold its acknowledgement or otherwise try to interfere with any such Related Party Assignment.

12. Miscellaneous.

12.1 Entire Agreement. This Agreement, together with its attached exhibits, which are incorporated into this Agreement by this reference, contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes any other agreement or understanding, all of which shall be of no force or effect. No addition or modification of any term or provision of this Agreement shall be effective unless set forth in writing and signed by each of the parties hereto. The terms and conditions of this Agreement are not to be construed more liberally in favor of, or more strictly against, either party to this Agreement. The use of the neuter gender includes the masculine and feminine, and the singular number includes the plural, and vice versa, whenever the context so requires. The terms “include”, “includes” and “including”, as used herein, are without limitation. Captions and headings used herein are for convenience of reference only and do not define, limit, or otherwise affect the scope, meaning, or intent hereof.

12.2 Governing Law. The terms and provisions of this Agreement shall be interpreted in accordance with the laws of the state in which the Premises is located without reference to the choice of law principles of such state or any other state.

12.3 Legal Counsel and Advice. Each party to this Agreement has had the opportunity to consult with legal counsel and other advisors of its own choosing prior to executing this Agreement.

12.4 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon Owner and Lessee, any Assignee, and each of their respective heirs, transferees, successors, and assigns. References to Lessee in this Agreement shall be deemed to include Assignees that hold a direct ownership interest in this Agreement.

12.5 Notices. All notices or other communications required or permitted hereunder, including payments to Owner, shall be in writing, and shall be personally delivered, delivered by reputable overnight courier, or sent by registered or certified mail, return receipt requested and postage prepaid, to the addresses set forth on the signature page of this Agreement. Notices personally delivered shall be deemed given the day so delivered. Notices given by overnight courier shall be deemed given on the first business day following the mailing date. Notices mailed as provided herein shall be deemed given on the third business day following the mailing date. Any party may change its address for purposes of this subsection by giving written notice of such change to the other party in the manner provided in this subsection.

12.6 Choice of Law. The Property is located in the County of Tulare, State of California. The laws of the State of California shall govern the validity, enforceability or

interpretation of this Agreement. Tulare County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement. Both parties hereby waive any rights they may possess under Section 394 of the Code of Civil Procedure to transfer to a neutral county or other venue any action arising out of this Agreement.

12.7 Mediation. Should a dispute arise between any of the parties, the dispute will be submitted to mediation before litigation. Any party may start the process by giving written notice to the other party. The mediator will be selected and mediation conducted through the California Mediation Rules and Procedures, or with the mutual consent of the parties, by another mediation organization or mediator. The mediation will be confidential in accordance with California Evidence Code 1152.5 and the parties will equally bear the mediation costs.

IN WITNESS WHEREOF, the parties execute this Agreement effective as of the Effective Date.

OWNER:

LESSEE:

---

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

---

Lexsay's Simple Sack Lunch  
801 N. Elmwood  
Lindsay CA 93247

Address for Payment and Notices:  
251 E Honolulu St.  
Lindsay, CA 93247  
(559)562-7102

Address for Payment and Notices:  
815 N. Lafayette  
Lindsay, CA 93247  
(559)920-3249

**EXHIBIT 1  
PROPERTY/PREMISES**

Kitchen portion of the Clubhouse, located at 801 N. Elmwood, Lindsay CA, 93247, identified by Assessor Parcel Number: 201-150-003-000

**PHOTO/MAP OF PROPERTY**



**EXHIBIT 2**

## PROPERTY LEASE AGREEMENT

This LEASE AGREEMENT (this “Agreement”) is effective as of November 01, 2022 and is made by and between City of Lindsay (“Owner”), and Lindsay United Soccer Club (“Lessee”), on the terms and conditions set forth below.

1. Lease.

1.1 Property. Owner is the fee simple owner of certain real property located at 801 N. Elmwood, identified by Assessor Parcel Number: 201-150-003. The subject property to be leased by Owner to Lessee shall be described as Small Office Southeast portion of the Clubhouse, 200± square footage, located at 801 N. Elmwood, Lindsay, CA and is depicted on Exhibit 1 (the “Property” or the “Premises”). Owner hereby leases to Lessee the Property depicted on Exhibit 1, and Lessee hereby leases the Property from Owner, on the terms and conditions set forth in this Agreement.

2. Term.

2.1 Original Term. The term of this Agreement and the Leasehold Estate (the “Original Term”) shall commence on the Effective Date and continue until the one (1) year anniversary of the Effective Date, unless extended as provided herein.

2.2 Renewal Term. Provided Lessee is not in default under this Agreement, Lessee shall have the option, in its sole discretion, to extend and renew the term of this Agreement for one (1) additional year. Lessee may exercise such options by written notice delivered to Owner no later than sixty (60) days prior to the expiration of the Original Term or the then-existing Renewal Term, as applicable.

3. Rent.

3.1 Original Term Rent. In consideration of the rights granted to Lessee in this Agreement, Lessee will pay Owner commencing on the Effective Date and continuing until the end of the Original Term, unless this Agreement is sooner terminated. Lessee shall pay Owner a monthly fee equal to \$100.00 per month. Lessee shall pay the monthly fee on first day of each month during the Original Term each month until the termination or expiration of this Lease Agreement.

3.2 Renewal Term Rent. If Lessee exercises its right to renew the term of this Agreement for any Renewal Term, this rent amount shall increase to \$150.00 per month or negotiated terms between the Lessee and the Lessor beginning and effective on the start date of the Renewal Term.

4. Development and Operation.

4.1 Lessee Responsibility. Lessee agrees to comply with all municipal, county, state, and federal law.

4.2 Ownership of Improvements. Lessee can request to make improvements to the property. Following the expiration of all terms, Owner shall become the sole owner of all right, title, and interest in and to the Improvements, however, Owner shall have the right to demand Lessee to return the Property to its original condition at Lessee’s sole expense. Lessor will be responsible to repair and installation of permanent fixtures, i.e., HVAC, light fixtures and windows.

4.3 Insurance. Prior to occupying the Property, Lessee shall obtain a general liability insurance policy insuring against bodily injury, personal injury, and property damage caused by Lessee's use of the Premises in an amount not less than one million dollars (\$1,000,000) per occurrence and two million (\$2,000,000) in the aggregate. Owner shall be named as additional insured on all such policies of insurance. Lessee shall cause its insurers to issue endorsements identifying Owner as an additional insured.

5. Taxes. Owner shall be responsible for, and shall timely pay before the same become delinquent, all taxes, assessments, or other governmental charges that are imposed on, or arise in connection with, the Property. Lessee shall be responsible for all other tax created by lessee's activity on the Property.

6. Utilities. Owner shall not be liable in damages or otherwise for any failure or interruption of any utility service being furnished to the Premises. No such failure or interruption shall entitle Lessee to terminate this Lease, unless such failure or interruption persists for an unreasonable period, without cure.

7. Maintenance. In the event Lessee fails to maintain the Premises in good order, condition and repair, Owner shall give Lessee notice to do such acts as are reasonably required to maintain the Premises. In the event Lessee fails promptly to commence such work or diligently prosecute the same to completion, Owner may but is not obligated to do such acts and expend such funds at the expense of Lessee as are reasonably required to perform such work. Any amount so expended by Owner shall be paid by Lessee promptly after demand with interest at ten percent (10%) per annum from the date of such payment. Lessee shall keep the leased area and alleyway behind the lot in a neat, clean or orderly condition and shall repair any damage that occurs due to the use of the property. .

8. Indemnity. The Owner agrees to defend and indemnify the Lessee for any liability stemming from any adverse judgment or settlement against the Lessee in connection with any activity performed or allowed by the Owner at the Property, specifically the Owner shall indemnify the Lessee against all liability, claims, demands, losses, damages, costs, charges, and expenses, including reasonable attorney's fees, that the Lessee may in any way sustain, incur or become liable for in consequence of any activities performed or allowed by the Owner at the Property.

If the Owner fails to defend and indemnify as set forth in this Agreement, the Lessee may bring a separate suit against the Owner for failure to do so. For purposes of any such potential suit the Owner hereby waives any and all applicable statutes of limitations applicable to indemnity claims arising in connection with prosecution of a lawsuit and the party's rights and obligations for indemnity shall flow from this written agreement.

The Lessee agrees to defend and indemnify the Owner for any liability stemming from any adverse judgment or settlement against the Owner in connection with any activity performed or allowed by the Lessee at the Property, specifically the Lessee shall indemnify the Owner against all liability, claims, demands, losses, damages, costs, charges, and expenses, including reasonable attorney's fees, that the Owner may in any way sustain, incur or become liable for in consequence of any activities performed or allowed by the Lessee at the Property.

If the Lessee fails to defend and indemnify as set forth in this Agreement, the Owner may bring a separate suit against the Lessee for failure to do so and immediately terminate the

lease agreement. For purposes of any such potential suit the Lessee hereby waives any and all applicable statutes of limitations applicable to indemnity claims arising in connection with prosecution of a lawsuit and the party's rights and obligations for indemnity shall flow from this written agreement.

9. Default; Termination.

9.1 Notice and Cure. In the event of an alleged breach or default by either party of any representation, warranty, or obligation under this Agreement, the non-defaulting party shall provide the defaulting party with a reasonably-detailed written notice of such default and a thirty (30) day opportunity to cure such default; provided, however, that if curing the default will reasonably take longer than the said thirty (30) day time period, the defaulting party shall have such time period reasonably necessary to cure such default, provided that the defaulting party commences to cure the default within the initial thirty (30) day period. Following the application of the foregoing notice and cure requirements, the non-defaulting party may terminate this Agreement and/or exercise any other rights or remedies available to it at law or in equity; provided, however, that the non-defaulting party shall use commercially reasonable efforts to mitigate its damages arising from such default.

9.2 Termination. Notwithstanding any provision of this Agreement to the contrary, Lessee may terminate this Agreement at any time by written notice to Owner; provided, however, that any notice of termination following the Operations Date shall not be effective until thirty (30) days following Owner's receipt of such notice. If Lessee was in default in more than one month per year, regardless of whether notice was provided of the default or whether Lessor exercised any rights herein or by law to address the default, Lessor has discretion to approve all subsequent Option Terms. In the event this Agreement is terminated by Lessee in accordance with this section, Owner authorizes Lessee to execute and record a notice of termination evidencing such termination.

10. Assignment and Sublease. Lessee shall not voluntarily or by operation of law assign, transfer, mortgage otherwise encumber all or any part of Lessee's interest in this Lease or in the Premises and shall not sublet or license all or any part of the Premises, without the prior written consent of Owner in each instance, with such consent not being unreasonably withheld and any attempted assignment, transfer, mortgage, encumbrance, subletting or license without such consent shall be wholly void. Lessee may assign this Lease to any parent company, subsidiary or sister company, or closely related entity of Lessee and/or its owners ("Related Party Assignment"). In any such event of a Related Party Assignment, Lessee shall inform Owner, provide Owner with the Related Party Assignment documents for Owner to acknowledge Owner's receipt of same and Owner shall promptly acknowledge the receipt of the Related Party Assignment and return a copy thereof to Lessee. In no event shall Owner withhold its acknowledgement or otherwise try to interfere with any such Related Party Assignment.

11. Miscellaneous.

11.1 Entire Agreement. This Agreement, together with its attached exhibits, which are incorporated into this Agreement by this reference, contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes any other agreement or understanding, all of which shall be of no force or effect. No addition or modification of any term or provision of this Agreement shall be effective unless set forth in writing and signed by each of the parties hereto. The terms and conditions of this Agreement are not to be construed more

liberally in favor of, or more strictly against, either party to this Agreement. The use of the neuter gender includes the masculine and feminine, and the singular number includes the plural, and vice versa, whenever the context so requires. The terms “include”, “includes” and “including”, as used herein, are without limitation. Captions and headings used herein are for convenience of reference only and do not define, limit, or otherwise affect the scope, meaning, or intent hereof.

11.2 Governing Law. The terms and provisions of this Agreement shall be interpreted in accordance with the laws of the state in which the Premises is located without reference to the choice of law principles of such state or any other state.

11.3 Legal Counsel and Advice. Each party to this Agreement has had the opportunity to consult with legal counsel and other advisors of its own choosing prior to executing this Agreement.

11.4 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon Owner and Lessee, any Assignee, and each of their respective heirs, transferees, successors, and assigns. References to Lessee in this Agreement shall be deemed to include Assignees that hold a direct ownership interest in this Agreement.

11.5 Notices. All notices or other communications required or permitted hereunder, including payments to Owner, shall be in writing, and shall be personally delivered, delivered by reputable overnight courier, or sent by registered or certified mail, return receipt requested and postage prepaid, to the addresses set forth on the signature page of this Agreement. Notices personally delivered shall be deemed given the day so delivered. Notices given by overnight courier shall be deemed given on the first business day following the mailing date. Notices mailed as provided herein shall be deemed given on the third business day following the mailing date. Any party may change its address for purposes of this subsection by giving written notice of such change to the other party in the manner provided in this subsection.

11.6 Choice of Law. The Property is located in the County of Tulare, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Agreement. Tulare County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement. Both parties hereby waive any rights they may possess under Section 394 of the Code of Civil Procedure to transfer to a neutral county or other venue any action arising out of this Agreement.

11.7 Mediation. Should a dispute arise between any of the parties, the dispute will be submitted to mediation before litigation. Any party may start the process by giving written notice to the other party. The mediator will be selected, and mediation conducted through the California Mediation Rules and Procedures, or with the mutual consent of the parties, by another mediation organization or mediator. The mediation will be confidential in accordance with California Evidence Code 1152.5 and the parties will equally bear the mediation costs.

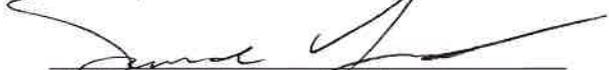
IN WITNESS WHEREOF, the parties execute this Agreement effective as of the Effective Date.

OWNER:



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

LESSEE:



Lindsay United Soccer Club

Address for Payment and Notices:

251 E. Honolulu Street  
Lindsay, CA 93247  
(559) 562-7102

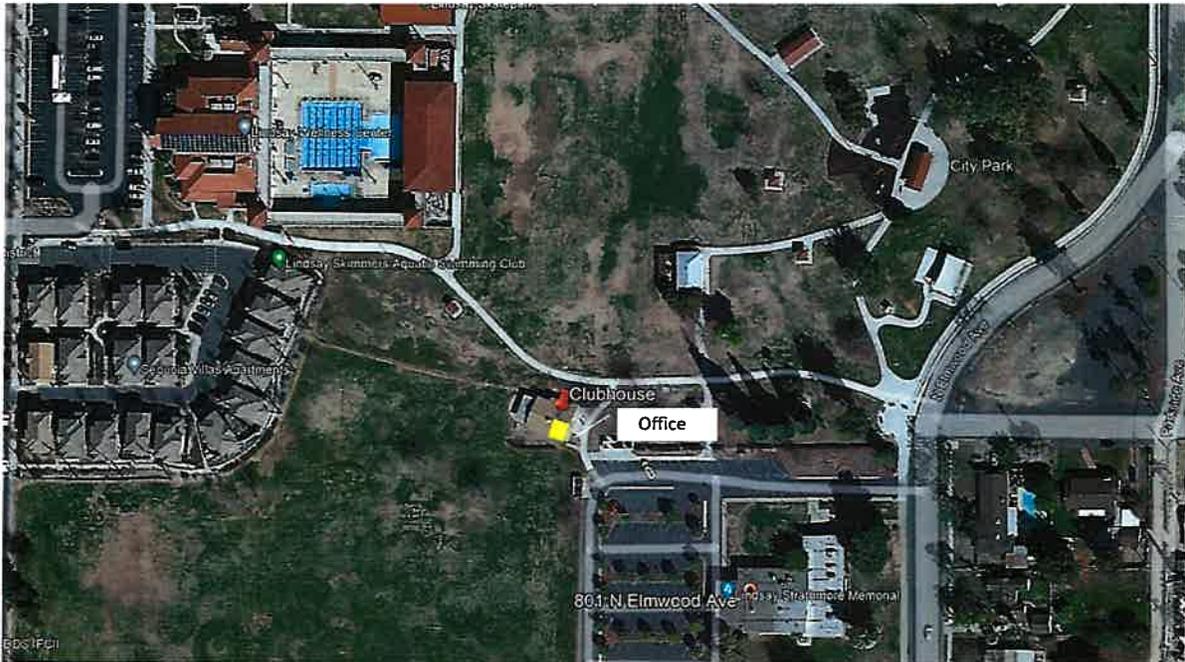
Address for Payment and Notices:

801 N. Elmwood Ave.  
Lindsay, CA 93247  
(559) 640-7248

**EXHIBIT 1  
PROPERTY/PREMISES**

Small Office Southeast portion of the Clubhouse, 200± square footage, located at 801 N. Elmwood, Lindsay, CA., identified by Assessor Parcel Number: 201-150-003.

**PHOTO/MAP OF PROPERTY**





## STAFF REPORT

TO: Lindsay City Council  
FROM: Geselle Arellano, Executive Assistant/Deputy City Clerk  
DEPARTMENT: City Manager  
ITEM NO.: 11.5  
MEETING DATE: December 13, 2022

### **ACTION & RECOMMENDATION**

Minute Order Approval of the City Council Regular Meeting Schedule for January – December 2023.

### **BACKGROUND | ANALYSIS**

Staff recommends that council approve the proposed City Council Regular Meeting Schedule for January to December 2023. The Lindsay City Council holds regular meetings on the second and fourth Tuesdays of every month unless otherwise noticed.

### **FISCAL IMPACT**

None.

### **ATTACHMENTS**

- 2023 City Council Regular Meeting Schedule

## City Council Regular Meeting Schedule Year 2023

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



## STAFF REPORT

TO: Lindsay City Council  
FROM: Nicholas Nave, Public Safety Lieutenant  
DEPARTMENT: Public Safety  
ITEM NO.: 11.6  
MEETING DATE: December 13, 2022

### **ACTION & RECOMMENDATION**

Notification of Participation in the Federal Excess Property Acquisition Program (1033 Program) through the Defense Logistic Agency's Law Enforcement Support Office (LESO).

This is an informational item only, no action by Council is required at this time.

### **BACKGROUND | ANALYSIS**

The Lindsay Department of Public Safety has continuously been a participating partner in the Federal Excess Property Acquisition Program ("1033 program") through the Defense Logistics Agency's Law Enforcement Support Office ("LESO"). This program allows for the transfer to Law Enforcement Agencies (LEA's) excess federal property that has a concurrent commercial, non-commercial or law enforcement use. Currently, the Lindsay Department of Public Safety has six (6) rifles and various calibers of ammunition that have been obtained through the program, which are used for training purposes.

Presidential Executive Order (EO) EO14074 amended certain aspects of the program and what types of property could be transferred or utilized by Law Enforcement, and under what circumstances certain items of "controlled property" could be utilized.

One component of the order is to provide notice to the public and governing body. This component is fulfilled by bringing forward this report and its attachments to the Lindsay City Council along with making related documents available for public inspection.

### **FISCAL IMPACT**

The City could see thousands of dollars in potential savings, dependent on what property is requested or received from the program. To date, The City has seen approximately \$5,000 in savings.

### **ATTACHMENTS**

- Executive Order (EO) 14074 Notice



Lindsay Department of Public Safety  
Rick Carrillo - Director of Public Safety  
185 N. Gale Hill Ave  
Lindsay, Ca 93247  
Tel: (559)562-2511  
Fax: (559)562-7126

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October 25<sup>th</sup>, 2022

TO: Lindsay City Council

FROM: Rick Carrillo, Director of Public Safety

SUBJECT: Notification to Civilian Governing Body and Local Community

On May 25, 2022, Presidential Executive Order (EO) 14074 “Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety” was signed.

In accordance with EO 14074 (Section 12), State, Tribal, local, and Territorial Law Enforcement agencies (LEAs) must:

- 1) Notify their Civilian Governing Body (CGB) (*i.e.*, *City Council, County Government, or other local governing body*) of its intent to request property from Federal sources (to include Federal funds or grants).
- 2) Notify the Local Community of its request for property transfers, purchases from Federal funds, agencies, or subcontractors (including existing transfer contracts or grants).

The Lindsay Department of Public Safety may request the controlled property items identified on the Attached and Incorporated “Exhibit A” from the Law Enforcement Support Office (LESO), or other Federal source.

Respectfully,

  
\_\_\_\_\_  
Rick Carrillo  
Director of Public Safety  
Lindsay Department of Public Safety

# EXHIBIT A

Controlled Property Description	Controlled Property Description	Controlled Property Description
<i>This list is for example only, additional types of items may be available.</i>		
AIRCRAFT ACCESSORIES, COMPONENTS, MISC	FACEMASK	RANGE FINDER, LASER
AIRCRAFT REPAIR PARTS/COMPONENTS	FLASHLIGHTS	RED DOT SIGHT
AIRCRAFT, FIXED WING	FLOODLIGHT	RIFLESCOPE
AIRCRAFT, ROTORY WING	FORWARD LOOKING INFRARED IMAGING SYSTEM	SCANNER, X-RAY, BAGGAGE
ALL TERRAIN VEHICLE (ATV)	GENERATOR SET	SEARCHLIGHT
AMMUNITION CONTAINER	HEAVY EQUIPMENT/VEHICLES	SHIELD, BALLISTIC
AMPLIFIER	INSULATION BLANKET	SHIPPING CONTAINER
ANALYZER, HAZARDOUS MATERIAL IDENTIFICATION	LANDING SEARCHLIGHT	SIGHT, BORE, OPTICAL
ANTENNA	LIFE PRESERVER, VEST	SIGHT, HOLOGRAPHIC
BALLISTIC BLANKET	MAGNIFIER	SIGHT, INFINITY
BARRIER, VEHICLE ARRESTING, PORTABLE	MARKER, IDENTIFICATION	SIGHT, REFLEX
BINOCULAR	MARKSMANSHIP TRAINER	SMALL ARMS STORAGE RACKS
BLANKETS	MEDICAL/FIRST AID SUPPLIES	SPOTTING INSTRUMENT, OPTICAL
BREATHING APPARATUS	MISC SMALL ARMS PARTS	TARGET, TRAINING, MOBILE
CAMERA SYSTEM	MISCELLANEOUS COMMUNICATION EQUIPMENT	TELESCOPE
COMPASS	MULTIMEDIA PROJECTION SET	TENTS/PORTABLE SHELTERS
COMPUTER SYSTEM	NAVIGATION SET, SATELLITE SIGNALS	THERMAL CAMERA
CONTAINER, AMMUNITION	NIGHT VISION DEVICE	THERMAL CAMERA ACCESSORIES
CONTAINER, K-9 TRANSPORT	NIGHT VISION GOGGLE	TRAINING AID/SIMULATORS
CONVERSION KIT, RIFLE	NON-ARMORED HMMWV	TRAINING AIDES/DEVICES
COVERALLS	OFFICE EQUIPMENT	TRANSLATION DEVICE
DECONTAMINATION DEVICES	OFFICE SUPPLIES	TRUCK, CARGO
DECONTAMINATION SYSTEM	PORTABLE RADIO	TRUCK, TANK
DEEP WATER FORDING KIT	PREFAB & PORTABLE BUILDINGS	VEHICLE REPAIR PARTS/COMPONENTS
DETECTOR, GAS	PROTECTIVE EYEWEAR	WARM WEATHER CLOTHING/SHOES
DIVER'S SUIT	PUBLIC ADDRESS SET	SMALL ARMS PARTS/ACCESSORIES
EXPLOSIVE ORDINANCE DISPOSAL ROBOT	RADIOS	SMALL ARMS

**RESOLUTION NO. 22-60**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY  
AUTHORIZING WAGE AND RELATED BENEFITS  
FOR EMPLOYEES OF THE MID-MANAGEMENT GROUP**

WHEREAS, the City Council of the City of Lindsay (“City” or “City Council”) is authorized to set the terms and conditions of employment for unrepresented employees; and

WHEREAS, the City Council desires to memorialize in a single Resolution the benefits and compensation currently provided to Mid-Management employees (“Mid-Management”); and

WHEREAS, this Resolution is intended to and does supersede all previous resolutions and terms and conditions of employment for Mid-Management employees; and

WHEREAS, this Resolution may be modified, amended, terminated, or superseded by the City Council at any time; and

WHEREAS, this Resolution shall apply to all Mid-Management employees, which include the following positions: Public Safety Lieutenant, Administrative Supervisor, HR Manager, Maintenance Senior III, Assistant to the City Manager and City Clerk, IT Manager, City Services Assistant Director, Planning Manager, Finance and Accounting Manager, Executive Projects Manager, and City Services Manager and Building Inspector; and

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the City Council adopts this Resolution, which shall be effective December 13, 2022 and will remain in effect until it is modified, amended, terminated, or superseded by further resolution of the City Council.

**SECTION I – INCORPORATION**

In the event of a conflict between this Resolution and the City of Lindsay Personnel Rules and Regulations (“Personnel Rules and Regulations”), this Resolution shall prevail. Unless otherwise specified in this Resolution or made inapplicable by the terms of the Personnel Rules and Regulations, the Personnel Rules and Regulations are incorporated in this Resolution.

**SECTION II - HOURS OF WORK AND OVERTIME**

**SECTION 2.1 HOURS OF WORK**

Hours of Work The provisions in this section govern hours of work for employees. However, this provision shall not interfere with essential services of a department. Under no condition shall any full-time employee for the City work less than 40 hours per week within five (5) consecutive days. Shifts vary as required to meet the operational requirements of the department where the employee works. When desirable, the City Manager may designate other working hours for employees whose specific duties require it.

**SECTION 2.1 OVERTIME**

All Mid-Management employees are classified as exempt employees and are ineligible for overtime pay.

**SECTION III - LEAVES**

**SECTION 3.1 HOLIDAYS**

Holiday leave shall be provided in accordance with Rule X of the Personnel Rules and Regulations.

**SECTION 3.2 VACATION**

Vacation leave shall be provided in accordance with Rule XI of the Personnel Rules and Regulations. However, accruals will cap at 300 hours accrued and will cease to accrue until the employee has used vacation and is under the 300-hour cap.

**SECTION 3.3 SICK LEAVE**

Sick leave shall be provided in accordance with Rule XI of the Personnel Rules and Regulations.

**SECTION 3.4 ADMINISTRATIVE LEAVE**

Mid-Management employees receive 80 hours of administrative leave per year, which is accrued bi-weekly.

**SECTION 3.5 OTHER LEAVES**

Other leaves, including jury leave, military leave, and medical and family leaves shall be provided in accordance with Rule XI of the Personnel Rules and Regulations.

**SECTION IV – SPECIAL PAYS**

**SECTION 4.1 BILINGUAL PAY**

The City will provide \$18.46 bi-weekly in compensation for certified translators who utilize their bilingual skills as determined by the City.

**SECTION 4.2 LONGEVITY PAY**

Mid-Management employees to receive longevity pay as follows:

- a. Upon the anniversary of the completion of 10 consecutive years of service with the City, each employee covered by this Resolution will be given 5% longevity compensation.

- b. Upon the anniversary of the completion of 15 consecutive years of service with the City, each employee covered by this Resolution will be given 2.5% longevity compensation.
- c. Upon the anniversary of the completion of 20 consecutive years of service with the City, each employee covered by this Resolution will be given 2.5% longevity compensation.

### **SECTION 4.3 CELL PHONE STIPEND**

Employees may request to receive a \$60 monthly stipend to be used towards payment of their personal cellular telephone account if they agree to allow the City to use their personal cellular telephone number to contact them regarding work related issues. Employees who chose to decline the monthly stipend will be provided a City issued cell phone.

### **SECTION 4.4 UNIFORM ALLOWANCE**

Lieutenants shall receive Public Safety Uniforms.

- a. Upon hire, Lieutenants shall be provided a public safety uniform.
- b. After six months of employment, Lieutenants covered by this resolution will receive a uniform allowance of \$38.46 per payroll period.

## **SECTION V – RETIREMENT BENEFITS**

### **SECTION 5.1 CalPERS DEFINED BENEFIT PLAN**

Mid-Management employees are subject to the following retirement contributions based on the appropriate CalPERS contract:

- a. Safety employees who are not defined as “new members” will pay the entire nine percent (9%) employee contribution.
- b. Miscellaneous employees who are not defined as “new members” will pay the entire eight percent (8%) employee contribution.
- c. Employees who are defined as “new members” under PEPRA will be subject to all applicable PEPRA provisions. New members will contribute fifty percent (50%) of the total normal cost of the retirement benefit, as determined by CalPERS.

### **SECTION 5.2 DEFINED CONTRIBUTION PLAN**

The defined contribution deferred compensation plan is a voluntary retirement program. Mid-Management employees determine how much of their pay is to be contributed to the deferred compensation plan. The City will match the employee’s contribution up to 6% of the employee’s total annual income.

## **SECTION VI – HEALTH AND WELFARE BENEFITS**

### **SECTION 6.1 HEALTH, VISION, AND DENTAL**

During the period this Resolution remains in effect, the City will contribute 100% of the premium for health, vision, and dental for the employee-only plan and 50% of the premiums for health, vision, and dental for dependents.

Mid-Management employees who retire from the City with 15 or more years of continuous service with the City will receive a 3.5% employer contribution of the employee-only premium for each year of service in the plans offered by the City until the retiree reaches the age of Medicare eligibility. For example, an employee with 16 years of continuous service will receive a contribution of 56% of the employee-only premium. The retiree will no longer receive any contribution upon reaching Medicare eligibility. The City may modify, amend, or terminate the retiree benefit at any time.

### **SECTION 6.2 LIFE INSURANCE**

City employees are covered under the term life insurance program. An optional employee paid group supplemental life insurance program is also available to City employees. The employee paid term life insurance policy covers the employee and dependents and is portable (may be continued after individual is not employed by the City).

The City of Lindsay has also adjusted the benefit associated with the Basic Life benefit. Mid-Management employees receive one and one-half of the employee's salary up to \$225,000.

### **SECTION 6.3 EMPLOYEE ASSISTANCE PROGRAM**

The City offers an Employee Assistance Program ("EAP").

### **SECTION 6.4 OTHER BENEFITS**

Mid-Management employees are eligible to participate in all City-wide employee benefit and assistance plans. Please see the relevant plans and the Benefits Summary for additional information.

## **SECTION VII – IRC SECTION 125 PLAN**

The City offers an IRC Section 125 plan to employees.

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

MEETING DATE	December 13, 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.

\_\_\_\_\_  
FRANCESCA QUINTANA  
CITY CLERK

\_\_\_\_\_  
MAYOR

City of Lindsay

HOURLY

Hourly Salary Matrix (Effective December 13, 2022) <sup>(1)</sup>

**Miscellaneous TIER 1, hired before July 1, 2018**

Category	Bargaining Unit	Position	STEPS						
			1	2	3	4	5	6	7
Non-Exempt	Unrepresented	Interns / Seasonal	15.0000	15.0000	15.0000	15.0000	15.0000	15.0000	15.0000
Non-Exempt	SEIU	Recreation - Lifeguard	15.7500	16.5375	17.3644	18.2326	19.1442	20.1014	21.1065
Non-Exempt	SEIU	Recreation I	15.7500	16.5375	17.3644	18.2326	19.1442	20.1014	21.1065
Non-Exempt	SEIU	Maintenance	15.7500	16.5375	17.3644	18.2326	19.1442	20.1014	21.1065
Non-Exempt	SEIU	Account Clerk I	15.7500	16.5375	17.3644	18.2326	19.1442	20.1014	21.1065
Non-Exempt	SEIU	Code Enforcement Officer	15.7500	16.5375	17.3644	18.2326	19.1442	20.1014	21.1065
Non-Exempt	SEIU	Records Clerk	15.9014	16.6965	17.5313	18.4079	19.3283	20.2947	21.3094
Non-Exempt	SEIU	Maintenance Senior I	15.9014	16.6965	17.5313	18.4079	19.3283	20.2947	21.3094
Non-Exempt	SEIU	Com. Dev. Specialist II	17.1190	17.9750	18.8737	19.8174	20.8083	21.8487	22.9411
Non-Exempt	SEIU	Administrative Secretary	17.1249	17.9812	18.8802	19.8242	20.8155	21.8562	22.9490
Non-Exempt	SEIU	Executive Assistant / Deputy City Clerk	19.8000	20.7900	21.8295	22.9210	24.0670	25.2704	26.5339
Non-Exempt	SEIU	Records / IT Clerk	19.8000	20.7900	21.8295	22.9210	24.0670	25.2704	26.5339
Non-Exempt	SEIU	Maintenance Senior II	20.0819	21.0860	22.1403	23.2474	24.4097	25.6302	26.9117
Non-Exempt	SEIU	Account Clerk III	20.1805	21.1895	22.2490	23.3615	24.5295	25.7560	27.0438
Non-Exempt	SEIU	Animal Control Officer	20.0819	21.0860	22.1403	23.2474	24.4097	25.6302	26.9117
Non-Exempt	SEIU	Engineering Technician	25.0677	26.3211	27.6371	29.0190	30.4699	31.9934	33.5931
Non-Exempt	SEIU	Assistant City Planner	25.0677	26.3211	27.6371	29.0190	30.4699	31.9934	33.5931
Non-Exempt	SEIU	Building Inspector I	25.0677	26.3211	27.6371	29.0190	30.4699	31.9934	33.5931
Exempt	Unrepresented	Administrative Supervisor	30.9000	32.4450	34.0673	35.7706	37.5591	39.4371	41.4090
Exempt	Unrepresented	Maintenance Senior III	30.9000	32.4450	34.0673	35.7706	37.5591	39.4371	41.4090
Exempt	Unrepresented	Assistant to the City Manager / City Clerk	30.9000	32.4450	34.0673	35.7706	37.5591	39.4371	41.4090
Exempt	Unrepresented	City Services Assistant Director	30.9000	32.4450	34.0673	35.7706	37.5591	39.4371	41.4090
Exempt	Unrepresented	Human Resources Manager	33.7849	35.4741	37.2478	39.1102	41.0657	43.1190	45.2750
Exempt	Unrepresented	Planning Manager	33.7849	35.4741	37.2478	39.1102	41.0657	43.1190	45.2750
Exempt	Unrepresented	Finance & Accounting Manager	33.7849	35.4741	37.2478	39.1102	41.0657	43.1190	45.2750
Exempt	Unrepresented	Executive Projects Manager	33.7849	35.4741	37.2478	39.1102	41.0657	43.1190	45.2750
Exempt	Unrepresented	IT Manager	33.7849	35.4741	37.2478	39.1102	41.0657	43.1190	45.2750
Exempt	Unrepresented	City Services Manager / Building Inspector	33.7849	35.4741	37.2478	39.1102	41.0657	43.1190	45.2750

**Miscellaneous TIER 2, hired after July 1, 2018**

Category	Bargaining Unit	Position	STEPS						
			1	2	3	4	5	6	7
Non-Exempt	Unrepresented	Interns / Seasonal	15.0000	15.0000	15.0000	15.0000	15.0000	15.0000	15.0000
Non-Exempt	SEIU	Recreation - Lifeguard	15.7500	16.3013	16.8718	17.4623	18.0735	18.7061	19.3608
Non-Exempt	SEIU	Recreation I	15.7500	16.3013	16.8718	17.4623	18.0735	18.7061	19.3608
Non-Exempt	SEIU	Maintenance	15.7500	16.3013	16.8718	17.4623	18.0735	18.7061	19.3608
Non-Exempt	SEIU	Account Clerk I	15.7500	16.3013	16.8718	17.4623	18.0735	18.7061	19.3608
Non-Exempt	SEIU	Code Enforcement Officer	15.7500	16.3013	16.8718	17.4623	18.0735	18.7061	19.3608
Non-Exempt	SEIU	Records Clerk	15.9014	16.4580	17.0340	17.6302	18.2472	18.8859	19.5469
Non-Exempt	SEIU	Maintenance Senior I	15.9014	16.4580	17.0340	17.6302	18.2472	18.8859	19.5469
Non-Exempt	SEIU	Com. Dev. Specialist II	17.1190	17.7182	18.3383	18.9802	19.6445	20.3320	21.0437
Non-Exempt	SEIU	Administrative Secretary	17.1249	17.7243	18.3446	18.9867	19.6512	20.3390	21.0509
Non-Exempt	SEIU	Executive Assistant / Deputy City Clerk	19.8000	20.4930	21.2103	21.9526	22.7210	23.5162	24.3393
Non-Exempt	SEIU	Records / IT Clerk	19.8000	20.4930	21.2103	21.9526	22.7210	23.5162	24.3393
Non-Exempt	SEIU	Maintenance Senior II	20.0819	20.7848	21.5123	22.2652	23.0445	23.8510	24.6858
Non-Exempt	SEIU	Account Clerk III	20.1805	20.8868	21.6179	22.3745	23.1576	23.9681	24.8070
Non-Exempt	SEIU	Animal Control Officer	20.0819	20.7848	21.5123	22.2652	23.0445	23.8510	24.6858
Non-Exempt	SEIU	Engineering Technician	25.0677	25.9451	26.8531	27.7930	28.7657	29.7725	30.8146
Non-Exempt	SEIU	Assistant City Planner	25.0677	25.9451	26.8531	27.7930	28.7657	29.7725	30.8146
Non-Exempt	SEIU	Building Inspector I	25.0677	25.9451	26.8531	27.7930	28.7657	29.7725	30.8146
Exempt	Unrepresented	Administrative Supervisor	30.9000	31.9815	33.1009	34.2594	35.4585	36.6995	37.9840
Exempt	Unrepresented	Maintenance Senior III	30.9000	31.9815	33.1009	34.2594	35.4585	36.6995	37.9840
Exempt	Unrepresented	Assistant to the City Manager / City Clerk	30.9000	31.9815	33.1009	34.2594	35.4585	36.6995	37.9840
Exempt	Unrepresented	City Services Assistant Director	30.9000	31.9815	33.1009	34.2594	35.4585	36.6995	37.9840
Exempt	Unrepresented	Human Resources Manager	33.7849	34.9673	36.1912	37.4579	38.7689	40.1258	41.5302
Exempt	Unrepresented	Planning Manager	33.7849	34.9673	36.1912	37.4579	38.7689	40.1258	41.5302
Exempt	Unrepresented	Finance & Accounting Manager	33.7849	34.9673	36.1912	37.4579	38.7689	40.1258	41.5302
Exempt	Unrepresented	Executive Projects Manager	33.7849	34.9673	36.1912	37.4579	38.7689	40.1258	41.5302
Exempt	Unrepresented	IT Manager	33.7849	34.9673	36.1912	37.4579	38.7689	40.1258	41.5302
Exempt	Unrepresented	City Services Manager / Building Inspector	33.7849	34.9673	36.1912	37.4579	38.7689	40.1258	41.5302

**Public Safety**

Category	Bargaining Unit	Position	STEPS						
			1	2	3	4	5	6	7
Non-Exempt	Unrepresented	Fire Apparatus Engineer	21.0860	22.1403	23.2474	24.4097	25.6302	26.9117	28.2573
Non-Exempt	POA	Public Safety Officer	25.3747	26.6434	27.9756	29.3744	30.8431	32.3852	34.0045
Non-Exempt	POA	Public Safety Sergeant	30.8945	32.4393	34.0612	35.7643	37.5525	39.4301	41.4016
Non-Exempt	Unrepresented	Fire Lieutenant	29.4234	30.8945	32.4393	34.0612	35.7643	37.5525	39.4301
Exempt	Unrepresented	Public Safety Lieutenant	41.3511	43.4187	45.5896	47.8691	50.2626	52.7757	55.4145

**Executives**

Category	Bargaining Unit	Position	Minimum	Maximum
Exempt	Unrepresented	City Manager	55.0514	80.0000
Exempt	Unrepresented	Director of Public Safety	41.4567	70.0000
Exempt	Unrepresented	Director of Finance	41.7193	70.0000
Exempt	Unrepresented	Director of City Services	36.1722	70.0000
Exempt	Unrepresented	Recreation Services Director	34.3651	60.0000

All hourly rates are based on a 40-hour work week.

Fire employees will convert to a 56-hour work week upon completion of their training.

To calculate fire shift hourly rates, multiply the rate listed above by 40 hours and divide by 56 shift hours.

<sup>(1)</sup> Five year history:

12/13/2022 Incorporated Mid-Management Resolution 22-XX.

11/13/2022 Incorporated LPOA MOU rates.

1/1/2022 Incorporated CA min wage rates and 3% hazard pay.

7/1/2021 Incorporated 2% COLA increase.

1/1/2021 Incorporated CA min wage rates.

1/1/2020 Incorporated CA min wage rates.

7/1/2019 Incorporated LPOA MOU rates.

1/1/2019 Incorporated CA min wage rates.

1/1/2018 Incorporated CA min wage rates.

1/1/2017 Incorporated CA min wage rates.



## STAFF REPORT

TO: Lindsay City Council  
 FROM: Juana Espinoza, Director of Finance  
 DEPARTMENT: Finance Department  
 ITEM NO.: 11.8  
 MEETING DATE: December 13, 2022

### ACTION & RECOMMENDATION

Consider the Approval of Resolution 22-61, A Resolution of the City Council of the City of Lindsay Authorizing Salary Schedule Changes in Compliance with State-Mandated Minimum Wage and Minimum Salary Law Effective January 01, 2023.

Staff recommends that Council adopt Resolution 22-61 to increase affected pay rates to meet the 2023 California minimum wage requirements of \$15.50 per hour for non-exempt positions and \$31.00 per hour for exempt positions. This action is required to meet the State’s mandated base pay requirements with an effective date of January 01, 2023.

### BACKGROUND | ANALYSIS

In 2016, the California State Legislature and Governor approved and adopted SB3, requiring stepped increases to the minimum wage rate for employees with the goal of reaching a \$15.00 per hour minimum wage for non-exempt employees and an adjusted minimum wage for exempt employees set at a rate of at least twice the minimum wage set for non-exempt employees by January 1, 2022.

Thereafter, CA minimum wage rates will be adjusted annually for inflation based on the lower of the national consumer price index (CPI-W) or 3.5%, annually. The State does not have the ability to pause, or delay increases to the CA min wage rates established by SB3.

On July 27, 2022, the Director of the Department of Finance certified that based on the annual inflation rate from 07/01/2021-06/30/2022, under Labor Code section 1182.12(c)(3)(A), the state hourly minimum wage must be increased, effective January 1, 2023, to \$15.50 per hour.

The City of Lindsay is subject to minimum wage laws and is recommending an update to the affected positions effective January 1, 2023. The positions affected by this change are listed in the table below:

Position	Effective 01/01/2022	Effective 01/01/2023	Financial Impact
Interns/Seasonal Staff	\$15.00	\$15.50	\$0.50 per hour/position
Administrative Supervisor	\$30.00	\$31.00	\$1.00 per hour/position
Maintenance Senior III	\$30.00	\$31.00	\$1.00 per hour/position

<b>Assistant to the City Manager/City Clerk</b>	\$30.00	\$31.00	\$1.00 per hour/position
<b>City Services Assistant Director</b>	\$30.00	\$31.00	\$1.00 per hour/position

**ATTACHMENTS**

- Resolution 22-61
- City of Lindsay Hourly Salary Matrix, effective January 1, 2023



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

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**NUMBER** 22-61

**TITLE** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY AUTHORIZING SALARY SCHEDULE CHANGES IN COMPLIANCE WITH STATE-MANDATED MINIMUM WAGE AND MINIMUM SALARY LAW EFFECTIVE JANUARY 01, 2023

**MEETING** At a regularly scheduled meeting of the City of Lindsay City Council held on December 13, 2022, at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

**WHEREAS**, the State of California’s minimum wage rate is set to \$15.50 per hour for non-exempt employees effective January 01, 2023 and the State of California’s minimum wage for exempt employees is set at \$31.00 per hour; and

**WHEREAS**, the City Council authorizes pay for all staff in accordance with each employee’s step on the salary schedule for the position that employee holds; and

**WHEREAS**, employees will automatically progress up one step on the approved salary schedule on the employee’s anniversary date unless otherwise not recommended by the Department Head or City Manager in accordance with the City’s Personnel Rules and Regulations; and

**WHEREAS**, Public Employees’ Retirement Law Government Code Section 20636 for public agency members and CCR 570.5 sets requirements for publicly available pay rate schedules; and

**WHEREAS**, salaries listed for the Mid-Management employees are contingent on the passage of Resolution 22-60; and

**WHEREAS**, the City Council directs staff to publish the City of Lindsay adopted salary schedule.

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

SECTION 1. The City of Lindsay shall adjust employee pay rates to conform to minimum wage laws effective January 01, 2023.

SECTION 2. The schedule shall be adjusted in conformity with Public Employee’s Retirement Law Government Code Section 20636 for public agency members and CCR 570.5 guidelines for publicly available pay rate schedules.

SECTION 3. This resolution shall be effective immediately upon its approval and adoption.



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

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SECTION 4. The Mayor, or presiding officer, is hereby authorized to affix her/his signature to the Resolution signifying its adoption by the City Council to the City of Lindsay, and the City Clerk, or their appointed deputy, is directed to attest thereto.

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

MEETING DATE	December 13, 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.

\_\_\_\_\_  
FRANCESCA QUINTANA  
CITY CLERK

\_\_\_\_\_  
MAYOR

City of Lindsay

HOURLY

Hourly Salary Matrix (Effective January 1, 2023) <sup>(1)</sup>

**Miscellaneous TIER 1, hired before July 1, 2018**

Category	Bargaining Unit	Position	STEPS						
			1	2	3	4	5	6	7
Non-Exempt	Unrepresented	Interns / Seasonal	15.5000	15.5000	15.5000	15.5000	15.5000	15.5000	15.5000
Non-Exempt	SEIU	Recreation - Lifeguard	15.7500	16.5375	17.3644	18.2326	19.1442	20.1014	21.1065
Non-Exempt	SEIU	Recreation I	15.7500	16.5375	17.3644	18.2326	19.1442	20.1014	21.1065
Non-Exempt	SEIU	Maintenance	15.7500	16.5375	17.3644	18.2326	19.1442	20.1014	21.1065
Non-Exempt	SEIU	Account Clerk I	15.7500	16.5375	17.3644	18.2326	19.1442	20.1014	21.1065
Non-Exempt	SEIU	Code Enforcement Officer	15.7500	16.5375	17.3644	18.2326	19.1442	20.1014	21.1065
Non-Exempt	SEIU	Records Clerk	15.9014	16.6965	17.5313	18.4079	19.3283	20.2947	21.3094
Non-Exempt	SEIU	Maintenance Senior I	15.9014	16.6965	17.5313	18.4079	19.3283	20.2947	21.3094
Non-Exempt	SEIU	Com. Dev. Specialist II	17.1190	17.9750	18.8737	19.8174	20.8083	21.8487	22.9411
Non-Exempt	SEIU	Administrative Secretary	17.1249	17.9812	18.8802	19.8242	20.8155	21.8562	22.9490
Non-Exempt	SEIU	Executive Assistant / Deputy City Clerk	19.8000	20.7900	21.8295	22.9210	24.0670	25.2704	26.5339
Non-Exempt	SEIU	Records / IT Clerk	19.8000	20.7900	21.8295	22.9210	24.0670	25.2704	26.5339
Non-Exempt	SEIU	Maintenance Senior II	20.0819	21.0860	22.1403	23.2474	24.4097	25.6302	26.9117
Non-Exempt	SEIU	Account Clerk III	20.1805	21.1895	22.2490	23.3615	24.5295	25.7560	27.0438
Non-Exempt	SEIU	Animal Control Officer	20.0819	21.0860	22.1403	23.2474	24.4097	25.6302	26.9117
Non-Exempt	SEIU	Engineering Technician	25.0677	26.3211	27.6371	29.0190	30.4699	31.9934	33.5931
Non-Exempt	SEIU	Assistant City Planner	25.0677	26.3211	27.6371	29.0190	30.4699	31.9934	33.5931
Non-Exempt	SEIU	Building Inspector I	25.0677	26.3211	27.6371	29.0190	30.4699	31.9934	33.5931
Exempt	Unrepresented	Administrative Supervisor	31.0000	32.5500	34.1775	35.8864	37.6807	39.5647	41.5430
Exempt	Unrepresented	Maintenance Senior III	31.0000	32.5500	34.1775	35.8864	37.6807	39.5647	41.5430
Exempt	Unrepresented	Assistant to the City Manager / City Clerk	31.0000	32.5500	34.1775	35.8864	37.6807	39.5647	41.5430
Exempt	Unrepresented	City Services Assistant Director	31.0000	32.5500	34.1775	35.8864	37.6807	39.5647	41.5430
Exempt	Unrepresented	Human Resources Manager	33.7849	35.4741	37.2478	39.1102	41.0657	43.1190	45.2750
Exempt	Unrepresented	Planning Manager	33.7849	35.4741	37.2478	39.1102	41.0657	43.1190	45.2750
Exempt	Unrepresented	Finance & Accounting Manager	33.7849	35.4741	37.2478	39.1102	41.0657	43.1190	45.2750
Exempt	Unrepresented	Executive Projects Manager	33.7849	35.4741	37.2478	39.1102	41.0657	43.1190	45.2750
Exempt	Unrepresented	IT Manager	33.7849	35.4741	37.2478	39.1102	41.0657	43.1190	45.2750
Exempt	Unrepresented	City Services Manager / Building Inspector	33.7849	35.4741	37.2478	39.1102	41.0657	43.1190	45.2750

**Miscellaneous TIER 2, hired after July 1, 2018**

Category	Bargaining Unit	Position	STEPS						
			1	2	3	4	5	6	7
Non-Exempt	Unrepresented	Interns / Seasonal	15.5000	15.5000	15.5000	15.5000	15.5000	15.5000	15.5000
Non-Exempt	SEIU	Recreation - Lifeguard	15.7500	16.3013	16.8718	17.4623	18.0735	18.7061	19.3608
Non-Exempt	SEIU	Recreation I	15.7500	16.3013	16.8718	17.4623	18.0735	18.7061	19.3608
Non-Exempt	SEIU	Maintenance	15.7500	16.3013	16.8718	17.4623	18.0735	18.7061	19.3608
Non-Exempt	SEIU	Account Clerk I	15.7500	16.3013	16.8718	17.4623	18.0735	18.7061	19.3608
Non-Exempt	SEIU	Code Enforcement Officer	15.7500	16.3013	16.8718	17.4623	18.0735	18.7061	19.3608
Non-Exempt	SEIU	Records Clerk	15.9014	16.4580	17.0340	17.6302	18.2472	18.8859	19.5469
Non-Exempt	SEIU	Maintenance Senior I	15.9014	16.4580	17.0340	17.6302	18.2472	18.8859	19.5469
Non-Exempt	SEIU	Com. Dev. Specialist II	17.1190	17.7182	18.3383	18.9802	19.6445	20.3320	21.0437
Non-Exempt	SEIU	Administrative Secretary	17.1249	17.7243	18.3446	18.9867	19.6512	20.3390	21.0509
Non-Exempt	SEIU	Executive Assistant / Deputy City Clerk	19.8000	20.4930	21.2103	21.9526	22.7210	23.5162	24.3393
Non-Exempt	SEIU	Records / IT Clerk	19.8000	20.4930	21.2103	21.9526	22.7210	23.5162	24.3393
Non-Exempt	SEIU	Maintenance Senior II	20.0819	20.7848	21.5123	22.2652	23.0445	23.8510	24.6858
Non-Exempt	SEIU	Account Clerk III	20.1805	20.8868	21.6179	22.3745	23.1576	23.9681	24.8070
Non-Exempt	SEIU	Animal Control Officer	21.0860	21.8241	22.5879	23.3785	24.1967	25.0436	25.9201
Non-Exempt	SEIU	Engineering Technician	25.0677	25.9451	26.8531	27.7930	28.7657	29.7725	30.8146
Non-Exempt	SEIU	Assistant City Planner	25.0677	25.9451	26.8531	27.7930	28.7657	29.7725	30.8146
Non-Exempt	SEIU	Building Inspector I	25.0677	25.9451	26.8531	27.7930	28.7657	29.7725	30.8146
Exempt	Unrepresented	Administrative Supervisor	31.0000	32.0850	33.2080	34.3703	35.5732	36.8183	38.1069
Exempt	Unrepresented	Maintenance Senior III	31.0000	32.0850	33.2080	34.3703	35.5732	36.8183	38.1069
Exempt	Unrepresented	Assistant to the City Manager / City Clerk	31.0000	32.0850	33.2080	34.3703	35.5732	36.8183	38.1069
Exempt	Unrepresented	City Services Assistant Director	31.0000	32.0850	33.2080	34.3703	35.5732	36.8183	38.1069
Exempt	Unrepresented	Human Resources Manager	33.7849	34.9673	36.1912	37.4579	38.7689	40.1258	41.5302
Exempt	Unrepresented	Planning Manager	33.7849	34.9673	36.1912	37.4579	38.7689	40.1258	41.5302
Exempt	Unrepresented	Finance & Accounting Manager	33.7849	34.9673	36.1912	37.4579	38.7689	40.1258	41.5302
Exempt	Unrepresented	Executive Projects Manager	33.7849	34.9673	36.1912	37.4579	38.7689	40.1258	41.5302
Exempt	Unrepresented	IT Manager	33.7849	34.9673	36.1912	37.4579	38.7689	40.1258	41.5302
Exempt	Unrepresented	City Services Manager / Building Inspector	33.7849	34.9673	36.1912	37.4579	38.7689	40.1258	41.5302

<b>Public Safety</b>			<b>STEPS</b>						
Category	Bargaining Unit	Position	1	2	3	4	5	6	7
Non-Exempt	Unrepresented	Fire Apparatus Engineer	21.0860	22.1403	23.2474	24.4097	25.6302	26.9117	28.2573
Non-Exempt	POA	Public Safety Officer	26.6434	27.9756	29.3744	30.8431	32.3852	34.0045	35.7047
Non-Exempt	POA	Public Safety Sergeant	32.4393	34.0612	35.7643	37.5525	39.4301	41.4016	43.4717
Non-Exempt	Unrepresented	Fire Lieutenant	29.4234	30.8945	32.4393	34.0612	35.7643	37.5525	39.4301
Exempt	Unrepresented	Public Safety Lieutenant <sup>(2)</sup>	41.3511	43.4187	45.5896	47.8691	50.2626	52.7757	55.4145

**Executives**

Category	Bargaining Unit	Position	Minimum	Maximum
Exempt	Unrepresented	City Manager	55.0514	80.0000
Exempt	Unrepresented	Director of Public Safety	41.4567	70.0000
Exempt	Unrepresented	Director of Finance	41.7193	70.0000
Exempt	Unrepresented	Director of City Services	36.1722	70.0000
Exempt	Unrepresented	Recreation Services Director	34.3651	60.0000

All hourly rates are based on a 40-hour work week.

Fire employees will convert to a 56-hour work week upon completion of their training.

To calculate fire shift hourly rates, multiply the rate listed above by 40 hours and divide by 56 shift hours.

<sup>(1)</sup> Five year history:

- 1/1/2023 Incorporated CA min wage rates.
- 12/13/2022 Incorporated Mid-Management Resolution 22-60.
- 11/13/2022 Incorporated LPOA MOU rates.
- 1/1/2022 Incorporated CA min wage rates and 3% hazard pay.
- 7/1/2021 Incorporated 2% COLA increase.
- 1/1/2021 Incorporated CA min wage rates.
- 1/1/2020 Incorporated CA min wage rates.
- 7/1/2019 Incorporated LPOA MOU rates.
- 1/1/2019 Incorporated CA min wage rates.
- 1/1/2018 Incorporated CA min wage rates.
- 1/1/2017 Incorporated CA min wage rates.

<sup>(2)</sup> Range includes Resolution 22-60 A Resolution of the City Council of the City of Lindsay Authorizing Wage and Related Benefits for Employees of the Mid-Management Group presented to Council on December 13, 2022. If Resolution 22-60 is not approved by the Council on December 13, 2022, the following range will apply:

			<b>STEPS</b>						
<u>Category</u>	<u>Bargaining Unit</u>	<u>Position</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
Exempt	Unrepresented	Public Safety Lieutenant	38.1600	40.0680	42.0714	44.1750	46.3837	48.7029	51.1381



## STAFF REPORT

TO: Lindsay City Council  
FROM: Francesca Quintana, City Clerk & Assistant to the City Manager  
DEPARTMENT: City Manager  
ITEM NO.: 11.9  
MEETING DATE: December 13, 2022

### **ACTION & RECOMMENDATION**

Consider the Minute Order Approval of **Resolution 22-62**, A Resolution of the City Council of the City of Lindsay Accepting the 2022 Municipal Election Results as Certified by the Tulare County Registrar of Voters.

### **BACKGROUND | ANALYSIS**

The City of Lindsay held a municipal election as part of the state-wide general election on November 8, 2022. Registered voters were eligible to cast votes for two (2) open Council Member positions. The Tulare County Registrar of Voters canvassed returns from the Lindsay precincts and mail-in ballots to determine the election results.

The results of the election for City Council seats were:

Candidate	Total Votes	Percentage
Yolanda Flores	606	30.81%
Rosaena Arevalo-Sanchez	538	27.35%
Elvia Nathalie Jara	515	26.18%
Julie R. Grzybeck	308	15.66%

The newly elected Council Members are Yolanda Flores and Rosaena Arevalo-Sanchez. The Tulare County Registrar of Voters certified the election on November 30, 2022.

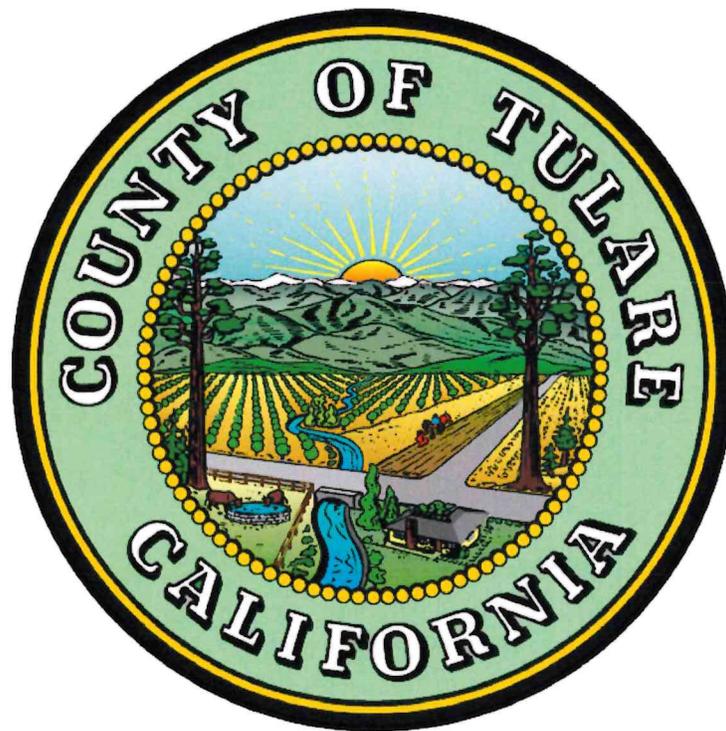
### **FISCAL IMPACT**

No fiscal impact to approve this action. The new Council members will participate in making decisions that will impact the City's resources.

### **ATTACHMENTS**

- Election Certification from the Registrar of Voters
- Resolution 22-62

# Statement of Vote General Election



## November 8, 2022

**CERTIFIED STATEMENT OF THE VOTES  
GENERAL ELECTION  
NOVEMBER 8, 2022**

STATE OF CALIFORNIA }  
COUNTY OF TULARE } ss.

I, Michelle Baldwin, Registrar of Voters of Tulare County, do hereby certify, in accordance with the provisions of Section 15301 of the California Elections Code, that the within is a true and correct statement of the votes cast in Tulare County at the General Election held in said County on November 8, 2022 as determined by the official canvass of the returns of said election.

I hereby set my hand and official seal this 30th day of November 2022 in the County of Tulare.



*Michelle Baldwin*

Michelle Baldwin, Registrar of Voters  
County of Tulare  
State of California

**HELP AMERICA VOTE ACT OF 2002  
CERTIFICATION OF ELECTIONS OFFICIAL**

STATE OF CALIFORNIA }  
COUNTY OF TULARE } ss.

Pursuant to the statewide voter registration list requirements set forth in the Help America Vote Act of 2002 (HAVA) 52 U.S.C. § 21083),

I, Michelle Baldwin, Registrar of Voters for the County of Tulare, State of California, hereby certify that I complied with all provisions of Chapter 2 of Division 7 of Title 2 of the California Code of Regulations for the Federal election held on the 8th day of November 2022, in the County of Tulare, State of California, and all elections consolidated therewith.

I hereby set my hand and official seal this 30th day of November 2022 in the County of Tulare.



*Michelle Baldwin*

Michelle Baldwin, Registrar of Voters  
County of Tulare  
State of California

**CERTIFICATION OF REGISTRAR OF VOTERS  
OF THE RESULTS OF THE CANVASS  
OF THE NOVEMBER 8, 2022  
GENERAL ELECTION**

STATE OF CALIFORNIA }  
COUNTY OF TULARE } ss.

I, Michelle Baldwin, Registrar of Voters of Tulare County, do hereby certify, in accordance with the provisions of Section 15300, et seq. of the California Elections Code, I did canvass the results of the votes cast in the General Election held in said County on November 8, 2022, for measures and contests that were submitted to the vote of the voters, and that the Statement of Votes Cast, to which this certificate is attached is full, true, and correct.

I further declare that the results of the one (1) percent manual tally contained no discrepancies between the machine count and the manual tally.

I hereby set my hand and official seal this 30th day of November 2022 in the County of Tulare.



*Michelle Baldwin*

Michelle Baldwin, Registrar of Voters  
County of Tulare  
State of California

## Farmersville City Council (Vote for 3)

Precincts Reported: 3 of 3 (100.00%)

		Total	
Times Cast		1,221 / 3,874	31.52%
Candidate	Party	Total	
<b>PAUL BOYER</b>		684	29.95%
CARRIE ORTIZ		425	18.61%
<b>ARMANDO HINOJOSA</b>		630	27.58%
<b>TINA HERNANDEZ</b>		545	23.86%
Write-in		0	0.00%
Write-in		0	0.00%
Write-in		0	0.00%
Total Votes		2,284	
		Total	
Unresolved Write-In		0	

## Lindsay City Council (Vote for 2)

Precincts Reported: 3 of 3 (100.00%)

		Total	
Times Cast		1,356 / 4,147	32.70%
Candidate	Party	Total	
<b>ROSAENA AREVALO-SANCHEZ</b>		538	27.35%
<b>YOLANDA FLORES</b>		606	30.81%
ELVIA NATHALIE JARA		515	26.18%
JULIE R. GRZYBEK		308	15.66%
Write-in		0	0.00%
Write-in		0	0.00%
Total Votes		1,967	
		Total	
Unresolved Write-In		0	

## Porterville City Council District 1 (Vote for 1)

Precincts Reported: 5 of 5 (100.00%)

		Total	
Times Cast		1,974 / 4,960	39.80%
Candidate	Party	Total	
<b>RAYMOND BELTRAN</b>		1,245	70.22%
LAWANA TATE		528	29.78%
Write-in		0	0.00%
Total Votes		1,773	
		Total	
Unresolved Write-In		0	



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

---

**NUMBER** 22-62

**TITLE** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY ACCEPTING THE 2022 MUNICIPAL ELECTION RESULTS AS CERTIFIED BY THE TULARE COUNTY REGISTRAR OF VOTERS

**MEETING** At a regularly scheduled meeting of the City of Lindsay City Council held on December 13, 2022, at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

**WHEREAS**, a General Municipal Election was held in the City of Lindsay on November 08, 2022; and

**WHEREAS**, the Tulare County Registrar of Voters has canvassed returns from the Lindsay precincts including votes by mail.

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

SECTION 1. Yolanda Flores and Rosaena Arevalo-Sanchez received the highest number of votes for two (2) open City Council seats and are hereby elected to serves as Council members for the ensuring four (4) years.

SECTION 2. Complete returns are recorded by the Tulare County Registrar of Voters as follows:

Candidate	Total Votes	Percentage
Yolanda Flores	606	30.81%
Rosaena Arevalo-Sanchez	538	27.35%
Elvia Nathalie Jara	515	26.18%
Julie R. Grzybeck	308	15.66%

SECTION 3. This resolution shall be effective immediately upon its approval and adoption.

SECTION 4. The Mayor, or presiding officer, is hereby authorized to affix her/his signature to the Resolution signifying its adoption by the City Council of the City of Lindsay, and the City Clerk, or his duly appointed deputy, is directed to attest thereto.



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

---

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

MEETING DATE	December 13, 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.

\_\_\_\_\_  
FRANCESCA QUINTANA  
CITY CLERK

\_\_\_\_\_  
MAYOR

**COOPERATIVE FIRE PROTECTION AGREEMENT  
BETWEEN  
COUNTY OF TULARE  
AND  
CITY OF LINDSAY FOR AUTOMATIC AID AND USE OF RADIO  
FREQUENCIES**

This is a COOPERATIVE FIRE PROTECTION AGREEMENT between TULARE COUNTY, hereinafter referred to as "COUNTY" and the City of Lindsay (hereinafter referred to as "THE CITY", and is entered into this 1st day of January 2023

WHEREAS, pursuant to Federal Communications Commission Rules and Regulations section 90.179, the sharing of radio frequencies is authorized; and

WHEREAS, pursuant to Government Code section 549817, the County and the CITY may enter into an agreement to provide for the rendering of assistance whenever fires or emergency incidents may occur within certain areas of the jurisdictions of the parties which due to the location or size of the fires, or other emergency incidents, such fires or emergency incidents cannot be adequately responded to and handled by the fire department of the party having jurisdiction without additional assistance; and NOW, THEREFORE, the parties hereto mutually agree as follows:

1. IDENTIFICATION: This Agreement is between the County of Tulare and the City of Lindsay, concerning fire protection.
2. AUTHORITY: This Agreement is prepared under the Authority of the Cooperative Fire Protection Agreement (hereinafter called the Agreement) between the COUNTY and the CITY. This agreement shall become the Understanding upon signature of all parties.
3. PURPOSE: The Agreement provides interagency guidelines for emergency responders and information necessary to properly execute the terms of this agreement.
4. DEFINITIONS: Unless the particular provisions or context otherwise requires, the definitions contained in this section shall govern the construction, meaning, and application of words used in this Agreement.
  - A. "FIRE Protection Services" shall mean firefighting capacity to contain, control, and extinguish fires and shall exclude first aid and reserve services.
  - B. "Requesting Party" shall mean any party to this Agreement that requests fire protection within the Agency Having Jurisdiction (AHJ) from the other party to this Agreement.
  - C. "Receiving Party" shall mean any party to this Agreement that receives a request for fire protection within the jurisdiction of the requesting party.
  - D. "Unit" shall mean an engine company including apparatus, equipment, and personnel.

- E. "Dispatch" shall mean any radio traffic activity or request that causes the COUNTY Emergency Communication Center to engage on behalf of the CITY.
  - F. "Closest available resources" shall mean any participating Mutual Aid fire agency's firefighting apparatus that is nearest in proximity to the location of the emergency activity.
  - G. "Mutual Aid" is defined as the provision of resources (personnel, apparatus, and equipment) to a requesting party already engaged in emergency operations, which have exhausted or will shortly exhaust the local jurisdiction resources.
5. GOVERNING LAW: This Agreement shall be interpreted and governed under the laws of the State of California. The parties agree that this contract is made in and shall be performed in Tulare County, California.
6. DISPUTE RESOLUTION: If a dispute arises out of or relating to this Agreement or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties; otherwise, each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.
7. CONSTRUCTION: This Agreement reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.
8. HEADINGS: Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.
9. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY: This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority or is agreed by the parties to be in conflict with any code or regulation governing its subject matter, only the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.
10. ASSURANCES OF NON-DISCRIMINATION: The COUNTY and the CITY shall not discriminate in employment or in the provision of services on the basis of any characteristic or

condition upon which discrimination is prohibited by state or federal law or regulation.

11. FURNISHING OF FIRE PROTECTION SERVICES: The requesting party shall furnish fire protection services within the jurisdiction of the party requesting such-service pursuant to the following provisions:

A. The COUNTY and the CITY agree to furnish fire protection personnel, equipment, materials and supplies, and to render such fire protection services to each other as may be necessary to suppress fire of a size, and/or complexity beyond the control of either party hereto acting without the assistance of the other, and the control of which therefore requires the assistance from the other within the defined service area as per Exhibit A.

B. The territories covered by this Agreement are the Lindsay City limits and the territory of the COUNTY (South to Avenue 208, North to Avenue 256, West to Road 196, and East to Road 236) as identified in Exhibit A attached hereto and incorporated herewith.

C. As requested by the COUNTY, and or upon receiving dispatch information, the CITY will respond one (1) Unit into the COUNTY area to all related emergency incidents that require more than a single unit response as defined by the Tulare County Fire Department Standard Response Plan (Exhibit A).

D. As requested by the CITY, and or upon receiving dispatch information, the COUNTY will respond one (1) unit into the CITY limits on all related emergency incidents that require more than a single unit response as defined by the Tulare County Fire Department Standard Response Plan (Exhibit B attached hereto and incorporated herewith). The county, as the Operational Area Fire and Rescue (OES) Coordination Communication Center shall assist CITY with additional emergency equipment requests by placing requests to the Operation Area Fire Department Mutual Aid participating agencies.

E. The Requesting party is not obligated to furnish any service if apparatus, equipment, personnel, or any combination thereof is not available as determined by either Fire Chief, or his/her designated representative.

F. The COUNTY "Training Facility" located at the corner of Road 196 and Avenue 228, (Station 15 in Lindsay), may be made available to the CITY. Requests for the use of the Training Facility must be made to the Fire Chief, or his/her designated representative with no less than 2 weeks' notice. The cost of any consumable products will be incurred by the CITY and reimbursed to the County no greater than 60 days after uses of consumable items. A Training Liability Waiver shall be completed prior to the use of the training facility by the CITY. See "Exhibit C"

G. The party which has primary jurisdiction for fire protection in the area involved will direct all operations and support activities and request additional assistance as is needed; however, it is provided that the first arriving unit from either AHJ will take initial action to protect life and property. When either party-hereto responds to-incidents outside its jurisdiction, the agency with primary responsibility will provide an officer of its department, who will supervise and direct activities and assume responsibility for releasing any fire

H. Except as may be provided by separate written agreement between the parties hereto, the assurance of mutual aid set forth herein shall constitute the sole consideration for the performance hereof, and neither party shall be obligated to reimburse hereunder, or for any use of material, damage to equipment, or liability incurred which may occur in the course rendering the firefighting assistance herein provided for.

I. Nothing contained herein shall be construed as a contract law or equity for the benefit of any third party, which may be affected by the Agreement.

J. Nothing contained herein shall affect either party's responsibility to provide worker's compensation insurance or protection for its employees.

K. This Agreement shall supersede all previous fire protection service agreements made between COUNTY and the CITY. This is a furtherance of the "California Disaster and Civil Defense Master Mutual Aid Agreement".

12. RADIO COMMUNICATIONS: The CITY agrees to acquire and maintain its own radio communications equipment meeting Federal Communication Commission specification compatible with COUNTY fire operations frequencies and to operate on the following frequencies:

TLC 1 Transmit: 155.895, Receive: 154.010

TLC-2 Transmit: 158.925, Receive: 153.905

TLC-3 Transmit: 153.830 Receive: 153.830

TLC-4 Transmit: 158.760 Receive: 154.100

V-Fire 21:154.280, V-Fire 22:154.265, V-Fire 23: 154.295 V-Fire 24: 154.275 V-Fire 25: 154.285, and Lindsay Fire Transmit: 158.880

Equipment by type and use, authorized for frequency use:

Base Station: 2. Mobile: 8. Portable: 15 Pager: 10

13. RADIO EQUIPMENT: The equipment referred to in paragraph 12 above, shall be and remain the property of the CITY, but COUNTY shall be the licensee pursuant to Federal Communications Commission Rules and Regulations. The applications for authority to add to or modify station licenses shall be made by and in the name of the COUNTY.

14. COUNTY STANDARDS: In rendering of fire protection services, the COUNTY, standards of performance including all work, the assignment and discipline of personnel, and other matters incidental to the performance of such services and the control of personnel so employed, shall remain with the County Fire Chief. In the event of a dispute between the parties concerning the extent of the duties and functions to be rendered under this Agreement or the level or manner of performance of such services, the determination made by the County Fire Chief shall be final and conclusive.

15. **THE CITY STANDARDS:** In rendering of fire protection services by THE CITY, the standards of performance including all work, the assignment and discipline of personnel, and other matters incidental to the performance of such services and the control of personnel so employed, shall remain with the City of Lindsay Police Chief. In the event of a dispute between the parties concerning the extent of the duties and functions to be rendered under this agreement or the level or manner of performance of such services, the determination made by the City of Lindsay Police Chief shall be final and conclusive.
16. **EMPLOYEE STATUS:** No officers, agents, or employees of the County Fire Chief or County-hired Extra Help Firefighters shall be deemed to be City employees or have any City pension, civil service, or any status or right with regard to the City. No officers, agents or employees of the City shall be deemed to be Tulare County employees or have any COUNTY pension, civil service, or any status or right with regard to the COUNTY.
17. **TERMINATION:** Each party shall have the right to terminate this Agreement upon the default of the other party, such termination to be effective upon thirty (30) days written notice of termination to the defaulting party. Default occurs upon the failure of a party to remedy a default under the terms of this agreement within thirty (30) days after the non-defaulting party has given the other party written notice pursuant to paragraph 22 this this Agreement, of a failure to comply and the nature thereof.
18. **INDEMNIFICATION:** The CITY shall hold harmless, defend, and indemnify the COUNTY from any liability, claims, actions, costs, damages, or losses including those brought by a “third party”, for injury, including death, to any person or damage to any property arising out of any activities by the CITY or its employees, officers, agents, and volunteers up to the limits of the CITY's liability insurance policy. The COUNTY shall hold harmless, defend, and indemnify the CITY from any liabilities, claims, actions, costs, damages, or losses, including those brought by a “third party” for injury, including death, to any person or damage to any property arising out of any activities by the COUNTY or its employees, officers, agents, and extra-help firefighters under this Agreement. These obligations shall continue beyond the term of this Agreement as to any act which occurred during this Agreement.
19. **AMENDMENT:** This Agreement may only be amended by the mutual written consent of both parties.
20. **INTEGRATION:** This Agreement, upon its effective date, will supersede and replace any existing agreements between the parties with respect to emergency dispatch and communication services. Both parties acknowledge that the headings used herein are for reference only, and that the terms of the Agreement are set out in the text under such headings.
21. **TERM OF AGREEMENT:** This Agreement shall become effective on the 1st day of November 1, 2022, and shall terminate on the 1st day of November 2025, provided, however, such Agreement shall automatically be extended for one or more consecutive terms of one (1) year each, upon the same terms and conditions, which are applicable to the original term of the Agreement. Either party shall have the right to terminate this Agreement without cause upon 90 days prior written notice to the other party.

22. NOTICE: Any notice to be given hereunder shall be written and served either by personal delivery or by first-class mail, postage prepaid and properly addressed, as follows:

**COUNTY:**

Board of Supervisors  
County of Tulare Administration  
Building County Civic Center  
2800 West Burrel Ave.  
Visalia, CA 93291

**CITY OF LINDSAY:**

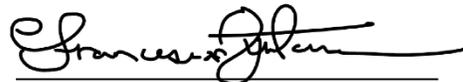
City Manager  
City of Lindsay  
251 E. Honolulu Street  
Lindsay, CA 93247

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

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
County Counsel

  
\_\_\_\_\_  
City of Lindsay, City Clerk

\_\_\_\_\_  
Board of Supervisors, Chairperson  
County of Tulare

  
[Joe Tanner \(Nov 10, 2022 14:25 PST\)](#)  
Joe Tanner, City Manager  
City of Lindsay

## **EXHIBIT A**

### **AUTO AID FIRE PROTECTION**

Auto aid shall be provided within the limits of the County of Tulare and the CITY subject to Exhibit A. However, neither party shall be required to reduce its own fire protection resources, personnel, services, and facilities to the detriment of its normal fire protection capability.

No response to an Auto Aid request will be made by either the COUNTY or the CITY unless such request is received through the established communications channel common to each party and made by a responsible fire official of the party requesting such aid.

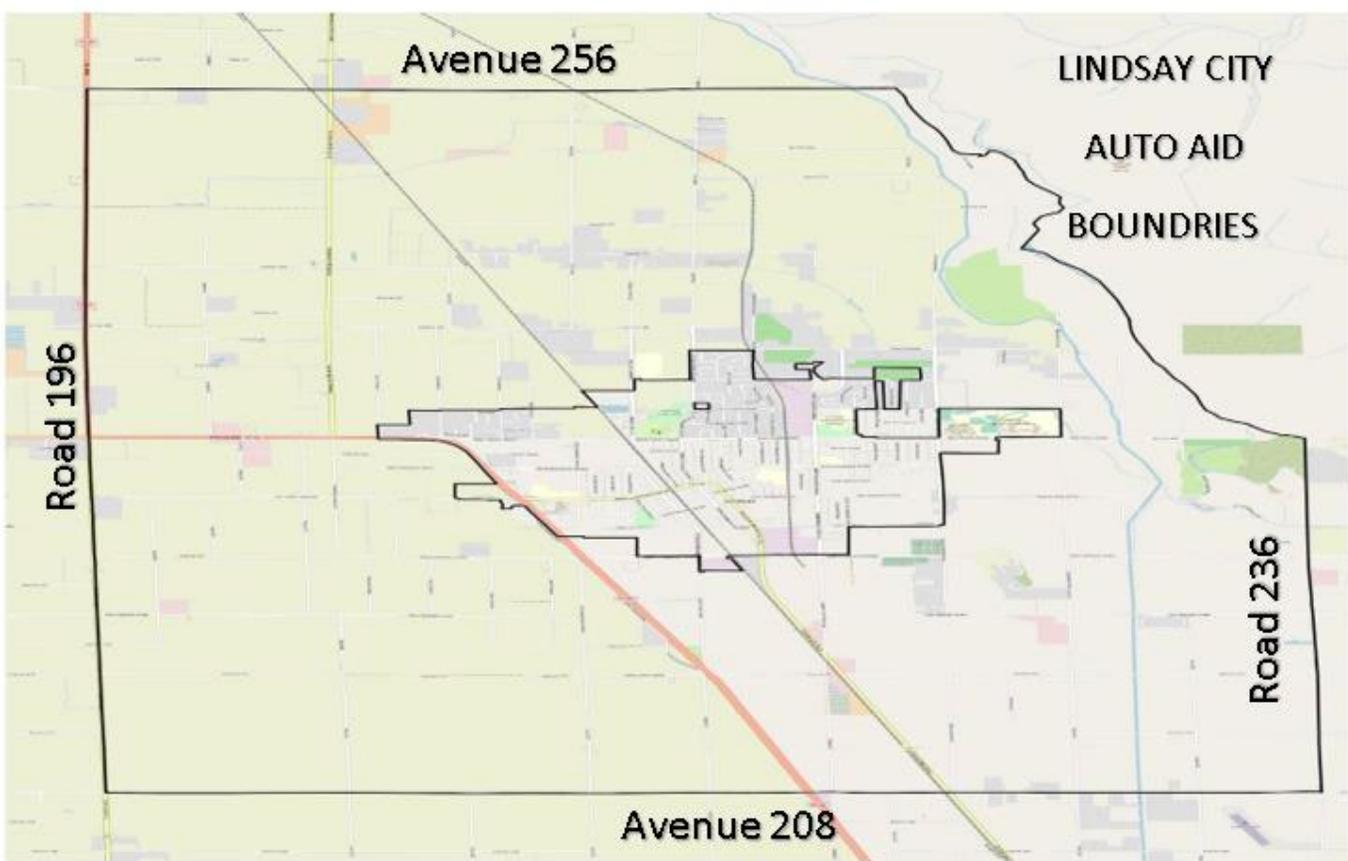
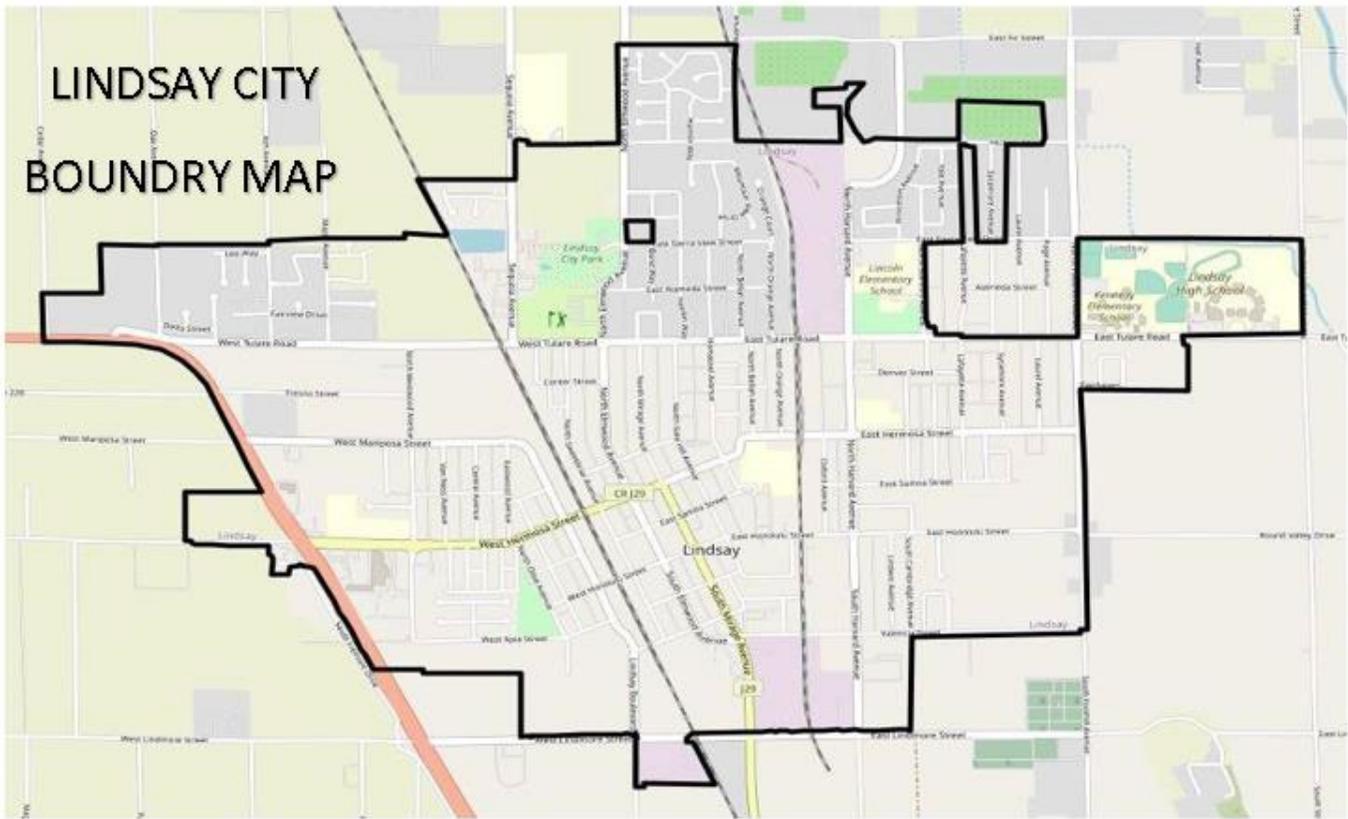
COUNTY and the CITY will respond to those incidents involving fire, traffic accidents and technical rescue activities. It is not intended to include automatic aid for emergency medical incidents. Mutual aid for medical incidents may be provided upon request.

Fire protection personnel, furnished by one party to the other party, will work as far as possible, under their own supervisors. Equipment furnished by one party to the other party will ordinarily be operated by personnel of the party furnishing the equipment. General directions relative to the work will be given by the Incident Commander or his/her designee.

Neither party shall be obligated to reimburse the other for any use of material, damage to equipment, or liability incurred which may occur in the course of rendering firefighting assistance, other than as may be expressly provided elsewhere in this Agreement.

Auto aid covers day-to-day operations only and shall not be in force and effect when a state of extreme emergency has been proclaimed and when the California Disaster and Civil Defense Master Mutual Aid Agreement becomes operative.

Both parties agree to schedule quarterly training drills for the firefighters affected by this Agreement. Each party shall be responsible for providing the quarterly training for their own personnel.



# EXHIBIT B

TCFD STANDARD RESPONSE GUIDE			
MEDICAL			
JURISDICTON	CALL TYPE	DESCRIPTION	STANDARD RESPONSE
TLC	MED	BASIC MEDICAL AID	1P OR 1E
TLC	MEDCFR	MEDICAL AID – CPR IN PROGRESS	2E OR 2P
TLC	MIA	INDUSTRIAL ACCIDENT	2E
TLC	MNS	MEDICAL UNSECURE SCENE	1E
TLC	MOA	MED AID ASSIST TO OTHER COUNTY AGENCY	1E OR 1P OR AS REQUESTED
TLC	MCITY	MED AID ASSIST TO OTHER CITY AGENCY	1E OR 1P OR AS REQUESTED
TLC	RURTECH	RURAL/REMOTE TECHNICAL RESCUE (SRA)	2BC, 2E, 1RES, ISO
TLC	URBTECH	URBAN TECHNICAL RESCUE (LRA)	2BC, 2E, 1TRK, ISO
TLC	MVA	TRAFFIC ACCIDENT	2E OR 1E & 1TRK
TLC	MVAP	TRAFFIC ACCIDENT WITH PIN-IN	1BC, 3E OR 2E & 1TRK
TLC	MVAF	TRAFFIC ACCIDENT WITH FIRE	1BC, 3E
TLC	MWATER	SWIFT/FLOOD WATER RESCUE	1BC, 2E, SWTF, TCISO NOTIFICATION
EXETER	MEX	MEDICAL AID – EXETER CITY LIMITS	1E OR 1P
FMV	M83	MEDICAL AID – FARMERSVILLE CITY LIMITS	1E OR 1P
WLF	M86	MEDICAL AID – WOODLAKE FIRE DISTRICT	1E OR 1P
TIA	M90	MEDICAL AID – TULE INDIAN RESERVATION	1E OR 1P
FIRES			
TLC	FRES	RESIDENTIAL STRUCTURE	1BC, 3E AND 1WT, LA
TLC	FRES2	STRUCTURE FIRE <b>SECOND ALARM</b> ; 1 <sup>ST</sup> ALARM PLUS	DC, ISO, 1BC, 3E, 1WT, TAC TONES
TLC	FSTR	STRUCTURE FIRE (NON-RESIDENTIAL)	1BC, 3E AND 1WT, LA
TLC	FGAS	SMELL OF NATURAL GAS/PROPANE <i>Indoor or Outdoor</i>	1BC, 3E, 1WT, LA
TLC	FREGAS	SMELL OF NATURAL GAS/PROPANE – HIGH OCCUPANCY	2BC, 3E, 1WT, 1TRK, LA
TLC	FREIN	REINFORCED ALARM – MULTIFAMILY/SCHOOL	2BC, 3E, 1WT, 1TRK, LA
TLC	FREIN2	REINFORCED ALARM <b>SECOND ALARM</b> ; 1 <sup>ST</sup> ALARM PLUS	DC, ISO, 3E, 1WT, 1TRK, TAC TONES
TLC	FIND	INDUSTRIAL/COMMERCIAL STRUCTURE	1BC, 3E, 1WT, 1TRK, LA
TLC	FIND2	INDUSTRIAL/COMM <b>SECOND ALARM</b> ; 1 <sup>ST</sup> ALARM PLUS	DC, 1BC, ISO, 3E, 1WT, 1TRK, TAC TONES, FCH1
TLC	FGRS	GRASS	2P OR 2E
TLC	FDEB	DEBRIS	1E OR 1P
TLC	FWLD	WILDLAND (SRA)	1BC, 2P OR 2E AND 1 WT
TLC	FTASK	WILDLAND TASK FORCE <b>SECOND ALARM</b> ; FWLD PLUS	DC NOTIFICATION, TF, 1BC, 4P, 1WT
TLC	FWLD3	WILDLAND <b>THIRD ALARM</b> ; FWLD, FTASK PLUS	DC NOTIFICATION (MAY BE CFAA)
TLC	FAGR	AGRICULTURAL	1BC, 3E, 1 WT
TLC	FVEH	VEHICLE	2E OR 1P AND 1E
TLC	FCOMV	COMMERCIAL VEHICLE	2E, 1BC
TLC	FUNK	UNKNOWN FIRE	2E
TLC	FTHIRD	THIRD ALARM (ALL): 1 <sup>ST</sup> AND 2 <sup>ND</sup> ALARM PLUS	ISO, STAFF BC, 3E, OTHER AS NEEDED
TLC	FOTR	OTHER FIRE	1E
TLC	FMA	FIRE ASSIST TO OTHER COUNTY AGENCY	1E [MORE WITH D.O. APPROVAL]
TLC	FCITY	FIRE ASSIST TO OTHER CITY AGENCY	1E [MORE WITH D.O. APPROVAL]
TLC	EXPL	EXPLOSION	1BC, 3E AND 1WT, LA
TLC	BMBT	BOMB THREAT	1BC, 2E
FMV	F83	ALL FIRES IN FARMERSVILLE CITY LIMITS	1E OR 1P
WLF	F86	ALL FIRES IN WOODLAKE CITY LIMITS	1E OR 1P
TIA	F90	ALL NON-WILDLAND FIRES ON TULE INDIAN RESERVATION	1E OR 1P
EXETER	FEXSTR	ALL STRUCTURE FIRES IN EXETER CITY LIMITS	1BC, 3E AND 1WT OR 4E, LA
EXETER	FEXDEB	DEBRIS OR TRASH FIRE IN EXETER CITY LIMITS	1E OR 1P
EXETER	FEXVEH	VEHICLE FIRE IN EXETER CITY LIMITS	2E
EXETER	FEXOTR	ALL OTHER FIRES IN EXETER CITY LIMITS	1E
SERVICE CALLS			
TLC	RESALRM	RESIDENTIAL FIRE ALARM	3E, 1 WT, LA, 1BC
TLC	FREIN2ALRM	REINFORCED FIRE ALARM – MULTIFAMILY/SCHOOL	2BC, 3E, 1WT, 1TRK, LA
TLC	COMALRM	COMMERCIAL FIRE ALARM	3E, 1WT, 1TRK, LA, 1 BC
TLC	ANIMAL	ANIMAL (SNAKE, RODENT, ETC)	1E OR 1P
TLC	BRKHYD	BROKEN FIRE HYDRANT	1E OR 1P
TLC	BURN	BURN COMPLAINT	1E OR 1P
TLC	DETEC	SMOKE DETECTOR CHECK	1E OR 1P
TLC	FLOOD	FLOODING (RESIDENTIAL, COMMERCIAL, STREET)	1E OR 1P
TLC	HELPA SST	PUBLIC SERVICE ASSIST (LIFT, LOCKOUT, ETC)	1E OR 1P
TLC	MISC	MISCELLANEOUS CALLS	1E
TLC	SMKCH	SMOKE CHECK	1E
EXETER	OEX	NON-MEDICAL/FIRE CALLS IN EXETER CITY LIMITS	1E
FMV	O83	NON-MEDICAL/FIRE CALLS IN FMV CITY LIMITS	1E OR 1P
WLF	O86	NON-MEDICAL/FIRE CALLS IN WLF CITY LIMITS	1E OR 1P
TIA	O90	NON-MEDICAL/FIRE CALLS ON THE RESERVATION	1E OR 1P
HAZARDOUS CONDITIONS			
TLC	ARCPWR	ARCING POWER LINESB	1E OR 1P
TLC	FWORK	FIREWORKS	1E OR 1P
TLC	PWR	POWER LINES DOWN	1E OR 1P
HAZARDOUS MATERIALS: LEVEL I			
TLC	SFLAM	SMALL FLAMMABLE/COMBUSTIBLE LIQUIDS >30GAL	1E
HAZARDOUS MATERIALS: LEVEL II			
TLC	CHEM	CHEMICAL SPILL/TOXIC LEAK >30GAL	1BC, 2E, LA
HAZARDOUS MATERIALS: LEVEL III			
TLC	HAZMAT	FIXED FACILITY OR TRANS MAJOR RELEASE: OVERTURNED TANKER/RAIL CAR DERAIL	1BC, 3E, LA, ISO, VSA HAZ33

EXHIBIT C



Charlie Norman  
FIRE CHIEF

# TULARE COUNTY FIRE DEPARTMENT

835 S Akers St, Visalia, CA 93277 - Phone (559) 802-9800 - Fax (559) 687-6919

## Attendance & Hands-on-Training Liability Wavier & General Policies

Tulare County & the Tulare County Fire Department: Defined as the Fire Chief, Tulare County employees, instructors, volunteers, representatives, agents and assigns of Tulare County.

**Hosts:** Defined as the hosting Fire Departments, allied agencies; property owners; sponsoring Training Associations; law enforcement agencies or event organizers.

**Class:** A training event or course operated by Tulare County and or Tulare County Fire Department.

- By registering for this Class, I certify that I am at least 18 years old and an active member of a legally organized Fire Department, emergency response organization or participating agency.
- Hands-on-Training, firefighter and or participant's practical drill and training evolutions are physically strenuous, and are an extreme test of a person's physical and mental limits- there is a risk of serious injury, up to and including death.
- By registering and participating in this Class, I agree to hold the Organizers and or Hosts harmless for any such injuries or death resulting in my participation in training.
- I understand that any type of activity while wearing turnout gear and SCBA can lead to injuries such as dehydration and heat stroke, and that I am physically fit enough to participate in firefighting activities.
- I agree to hold Tulare County, Tulare County Fire Department and or the Host harmless for any damage to or loss of my property, tools, protective gear, turnouts and apparatus used during the Class.
- I understand that I might be photographed/video recorded during the Class. I agree to allow Tulare County, Tulare County Fire Department and or the Hosts to use these images for any purpose.
- I understand that I'm allowed to take still photographs only, not video recordings.
- I certify that I either hold personal medical insurance or will be covered by medical insurance policy through my Fire Department or organization for the duration of the Class.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_

Emergency Contact Phone Number: \_\_\_\_\_

Date: \_\_\_\_\_

# 2022-11-08 County and City Cooperative Agreement for Aid and Radio Freq

Final Audit Report	2022-11-10
Created	2022-11-08
:	Francesca Quintana
By:	(fquintana@lindsay.ca.us) Signed

Transaction CBJCHBCAABAA80wwAVArXZpLslG-4H-

## "2022-11-08 County and City Cooperative Agreement for Aid and Radio Freq" History

Document created by Francesca Quintana (fquintana@lindsay.ca.us)

 2022-11-08 - 7:09:22 PM GMT

Document emailed to jtanner@lindsay.ca.us for signature

 2022-11-08 - 7:09:49 PM GMT

Email viewed by jtanner@lindsay.ca.us

 2022-11-08 - 7:36:45 PM GMT

Email viewed by jtanner@lindsay.ca.us

 2022-11-10 - 10:25:03 PM GMT

Signer jtanner@lindsay.ca.us entered name at signing as Joe Tanner

 2022-11-10 - 10:25:25 PM GMT

Document e-signed by Joe Tanner (jtanner@lindsay.ca.us)

 Signature Date: 2022-11-10 - 10:25:27 PM GMT - Time Source: server

Agreement completed.

2022-11-10 - 10:25:27 PM GMT





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

---

**NUMBER** 22-63

**TITLE** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY, AUTHORIZING THE PURCHASE AND SALE AGREEMENT FOR THE PROPERTY LOCATED AT 100 EAST HONOLULU STREET, LINDSAY, CA 93247 (APN 205-236-014), AND FINDING THAT THE ACQUISITION IS EXEMPT FROM REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO SECTION 15301 OF THE CEQA GUIDELINES, AUTHORIZING CLOSE OF ESCROW, AND AUTHORIZING CITY MANAGER TO EXECUTE ANY DOCUMENTS THERETO

**MEETING** At a regularly scheduled meeting of the City of Lindsay City Council held on December 13, 2022, at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

**WHEREAS**, the City of Lindsay and Jose Cabrera (“Seller”) have negotiated a draft Purchase and Sale Agreement (“PSA”) for the acquisition of property located at 100 E. Honolulu Street in the City of Lindsay, California (the “Property”); and

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

**WHEREAS**, the acquisition of the Property provides a unique opportunity for the City of Lindsay to take ownership of a building for a low cost; and

**WHEREAS**, the City has not yet committed to any development plans for the Property until such time as the City Council approves a particular project or use that will benefit the community; and

**WHEREAS**, the City Council approves execution of the PSA attached to this Resolution as Exhibit A.

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

SECTION 1. That the above recitals are all true and correct.

SECTION 2. That the City Council hereby authorizes the City Manager or their designee to negotiate and execute the PSA on behalf of the City subject to such nonsubstantive or minor modifications or amendments as may be necessary to

RESOLUTION NO. 22-63

Page 1 of 3



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

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complete the transaction contemplated hereby, and subject further to the City Attorney's approval as to form.

SECTION 3. That the City Manager or their designee shall negotiate and execute such other instruments, in a form approved by the City Attorney, and take any and all other action, as may be reasonably necessary to complete the acquisition of, and to close escrow on, the Property. Without limiting the generality of the foregoing, the City Manager or their designee is hereby authorized to execute a certificate of acceptance of the grant deed for the property, pursuant to Government Code section 27821 in a form approved by the City Attorney.

That the City Council finds that the acquisition of the Property is exempt from review under the California Environmental Quality Act ("CEQA"), pursuant to CEQA Guidelines Section 15301(d) (Categorical Exemption). Nothing in the PSA limits the City's discretion to take any and all action necessary to comply with CEQA prior to approving any future project on the site.

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

MEETING DATE	December 13, 2022
MOTION	
SECOND MOTION	
AYES	
ABSENT	
ABSTAIN	
NAYS	



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

---

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

---

FRANCESCA QUINTANA  
CITY CLERK

---

MAYOR

**PURCHASE AND SALE AGREEMENT  
of Commercial Property Located at  
100 E. Honolulu St., Lindsay, CA 93247**

THIS AGREEMENT is made and entered into by and between Jose Cabrera (hereinafter called "Seller"), and The City of Lindsay, a Municipal Corporation, (hereinafter called "City").

Instruments in the form of a Grant Deed ("Deed") covering the commercial property particularly described therein ("Property"), will be executed concurrently with this Agreement and delivered to City representatives.

In consideration of which, and other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for said document and shall relieve the City of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
  
2. The City shall:
  - A. PAYMENT- Pay to the order of the Seller the sum of eighty five hundred dollars and zero cents (\$8,500.00) as consideration in full for the Property, and for entering into this Agreement. Said sum shall be paid when title to the Property has vested in City free and clear of all liens, encumbrances, assessments, easements and leases recorded or unrecorded, except for recorded public utility easements and public right of way.
  
  - B. APPLICABLE TERMS – Not pursue the collection of any debt owed by the Seller to the City incurred from the June 11, 2021 Fire Response after the close of escrow. The City will not pursue the collection of any future payment from the Seller for costs incurred by the City at any time, including, but not limited to, City Fire Department charges, sanitation, fencing, and all emergency and non-emergency charges related for the cleanup and rehabilitation of the Property.
  
  - C. RECORDATION OF INSTRUMENT - Accept the Deed and cause the same to be recorded in the office of the Tulare County Recorder at such time as when clear title can be conveyed.
  
  - D. MISCELLANEOUS COSTS - Pay any escrow, title insurance, and recording fees incurred in this transaction.
  
  - E. CLEARANCE OF BONDS, ASSESSMENTS, OR DELINQUENT TAXES - Have the authority to deduct and pay from the amount shown in Clause 2.A. above any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which the

Deeds record, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien as of the date of recordation of the Deeds.

F. SELLER TO REMOVE PERSONAL AND BUSINESS PROPERTY – Provide the Seller the opportunity to access the Property to remove all of his personal and business property by no later than January 16, 2023. The City shall will take all actions necessary, including removing the fence or otherwise providing access to the Property, to allow Seller, his agents, contractors, subcontractors, or any other person or entity hired by Seller or working on behalf of the Seller, to gain access to the Property for such purpose.

3. The Seller:

A. PAYMENT ON MORTGAGE OR DEED OF TRUST - Agrees that any or all monies payable under this Agreement up to and including the total amount of the unpaid principal and interest on the note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said mortgage(s) or deed(s) of trust, shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(s) entitled thereunder. Seller shall cooperate with the Escrow Officer in obtaining lien clearance documents from any and all creditors holding liens against the Property.

B. LEASE INDEMNIFICATION - Warrants there are no oral or written leases on all or any portion of the Property, or if there are such leases, Seller agrees to hold the City harmless and reimburse City for any and all of its losses and expenses occasioned by reason of any lease of said Property held by tenant of Seller.

C. PERMISSION TO ENTER - Hereby grants to the City, its agents and contractors, permission to enter the Property prior to the close of escrow, no earlier than when Seller has removed all of his personal and business property pursuant to the terms set forth in Paragraph 2(F), for the purposes of preparation for the construction of the City's facilities, subject to all applicable terms and conditions contained in this Agreement and the associated Deed.

D. TITLE INDEMNITY AND WARRANTY - In consideration of the City waiving the requirements to clear any defects and imperfections in all matters of record title, the Seller indemnifies and holds the City harmless from any and all claims that other parties may make or assert on the title to the Property. Seller's obligation to indemnify the City shall not exceed the amount paid to the Seller under this Agreement. Seller hereby represents and warrants that he is the sole vested owner of the Property, holding all ownership and possessory rights, and is the authorized signatories to grant the rights referenced in this Agreement without conflict or claims from other parties.

E. HAZARDOUS SUBSTANCES – There is no pending claim, lawsuit, agency proceeding, or any administrative challenge concerning the presence or use of hazardous

substances on or within the Property.

Seller has not used the Property for any industrial operations that use hazardous substances. Seller is not aware of any prior use of such property. Seller has not installed any underground storage tanks, above ground storage tanks, barrels, sumps, impoundments or other containers used to contain hazardous substances on any part of the Property or Seller's remaining adjacent property. Sellers are not aware of any such prior installations. The purchase price of the Property being acquired reflects the fair market value of the Property without the presence of contamination. If the Property is found to be contaminated by the presence of hazardous substances which require mitigation under Federal or State law, City may elect to recover its cleanup costs from those who caused or contributed to the contamination.

F. TAX REPORTING AND WITHHOLDING -The Foreign Investment in Real Property Tax Act of 1980 ("FIRPIA"), as amended by the Tax Reform Act of 1984, places special requirements for tax reporting and withholding on the parties to a real estate transaction where the transferor (Seller) is a non-resident alien or non-domestic corporation or partnership, or is a domestic corporation or partnership controlled by a non-resident or non-resident corporation or partnership. In accordance with the provisions of Section 1445 of the Internal Revenue Code of 1954, as amended, and any regulations promulgated thereunder, Seller shall execute an affidavit under penalty of perjury setting forth Seller's name, address, federal tax identification number, and certifying whether Grantor is a "foreign person" in accordance with the provisions of the Internal Revenue Code. Further, tax withholding may be required in accordance with the California Revenue and Taxation Code Section 18662. It is specifically understood and agreed by Grantor that closing of this escrow is subject to, and contingent upon, deposit into escrow of a FIRPTA Affidavit of Non-Foreign Status and a California Form 593-C, Real Estate Withholding Certificate and associated required paperwork, completed and signed by Grantor, and Escrow Agent is hereby authorized and instructed to withhold from Grantor's proceeds amounts so required by these laws and to forward any amounts withheld to the appropriate taxing authority.

G. INDEMNIFICATION - Indemnify and hold harmless City from any and all claims, damages, costs, judgments, or liability arising from the June 11, 2021 fire occurring at 100 E. Honolulu St., Lindsay, CA 93247. Seller's obligation to indemnify the City shall not exceed the amount paid to the Seller under this Agreement.

4. The Parties agree:

A. ESCROW - At City's option, to open an escrow in accordance with this Agreement at an escrow company of City's choice. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

If an escrow is utilized, as soon as possible after opening of escrow, City will deposit the executed Deeds by Seller, with Certificate of Acceptance attached, along with \$8,500 with the escrow agent on Seller's behalf. City and Seller agree to deposit with escrow agent all

additional instruments as may be necessary to complete this transaction. All funds received in this escrow shall be deposited with other escrow funds in a general escrow fund account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check or wire transfer from such account.

Any taxes which have been paid by Seller, prior to opening of this escrow, shall be pro-rated between City and Seller prior to close of escrow. Seller shall also have the sole right after close of escrow, to apply to the County Tax Collector of said County for any refund of such taxes which may be due Seller for the period after City's acquisition.

B. Seller is responsible 100% taxes, fees and assessments on the property.

- i) ESCROW AGENT DIRECTIVES - Escrow Agent is authorized to, and shall:
  - a) Pay and charge Seller for any unpaid delinquent taxes and/or any penalties and interest thereon, and for any delinquent assessments or bonds against that portion of Seller's property subject to this transaction as required to convey clear title.
  - b) Pay and charge City for any escrow fees, charges and costs payable under Paragraph 2.C. of this Agreement;
  - c) Disburse funds and deliver Deeds when conditions of this escrow have been fulfilled by City and Seller.
- ii) CLOSE OF ESCROW - The term "close of escrow", if and where written in these instructions, shall mean the date necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is hereby authorized.

C. MISCELLANEOUS REALTY ITEMS ACQUIRED - Payment in Clause 2.A. includes, but is not limited to, payment for landscaping, fencing, irrigation, concrete walkways, concrete driveway and gravel, which are considered to be part of the realty and are being acquired by City in this transaction.

D. JUDGMENT IN LIEU OF DEED - In the event Seller does not deliver title in a reasonable time under the terms of the Agreement, the City may file an action in eminent domain to pursue the acquisition of the Property, and this Agreement shall constitute a stipulation which may be filed in said proceedings as final and conclusive evidence of the total amount of damages for the taking, including all of the items listed in Section 1260.230 of the Code of Civil Procedure, regarding said property rights.

- E. ARTICLE HEADINGS - Article headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Agreement.
- F. COMPLETE UNDERSTANDING - This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, and preliminary agreements or understandings, written or oral. This Agreement may not be amended except in writing by the parties hereto or their successors or assigns.
- G. CITY COUNCIL APPROVAL - This Agreement is subject to and conditioned upon approval by the Lindsay City Council. This Agreement is not binding upon the City until executed by the appropriate City official(s) acting in their authorized capacity.
- H. COUNTERPARTS - This Agreement may be executed in counterparts, each of which so executed shall irrespective of the date of its execution and delivery be deemed an original, and all such counterparts together shall constitute one and the same document.
- I. ELECTRONIC AND FACSIMILE SIGNATURES - In the event that the parties hereto utilize electronic or facsimile documents which include signatures, such documents shall be accepted as if they bore original signatures provided that documents bearing ORIGINAL SIGNATURES are provided following transmittal of the electronic or facsimile signature. Documents for recordation by the Clerk Recorder must contain original signatures.
- J. NO THIRD-PARTY BENEFICIARIES INTENDED - Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.
- K. BINDING EFFECT - This Agreement shall inure to the benefit of and constitute a binding obligation upon the successors and assigns of the parties hereto.

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**No Obligation Other Than Those Set Forth Herein Will Be Recognized.**

**GRANTOR:**

**Jose Cabrera  
100 E Honolulu St.  
Lindsay, CA 93247**

**By: \_\_\_\_\_ Date: \_\_\_\_\_**

**CITY OF LINDSAY:**

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

**By: \_\_\_\_\_ Date: \_\_\_\_\_**



Joseph M. Tanner  
City Manager  
City of Lindsay

251 E. Honolulu, P.O. Box 369  
Lindsay, CA 93247  
559.562.7102 x 8010  
jtanner@lindsay.ca.us

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December 13, 2022

Jeanette Workman  
Program Administrator  
Central San Joaquin Valley Risk Management Authority  
1750 Creekside Oaks Drive, Suite 200  
Sacramento, CA, 95833

Re: Notice of Withdrawal

Mrs. Workman,

On December 13, 2022, the City of Lindsay's City Council approved a Notice of Withdrawal and Resolution regarding our desire to withdraw from the Central San Joaquin Valley Risk Management Authority (CSJVRMA) effective June 30, 2023.

The City's decision to withdraw from CSJVRMA was based on our desire to have expanded services, better customer service and flexibility. Please forward this letter to the Board of Directors at the next Board meeting or as you see fit to move the process along.

If the City determines that other coverage options do not meet our needs, the City will reapply to CSJVRMA. Thank you for your time and understanding in this matter.

Sincerely,

Joseph M. Tanner  
City Manager

Cc: Megan Dodd, City Attorney



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

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**NUMBER** 22-64

**TITLE** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY AUTHORIZING THE WITHDRAWAL FROM THE CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY (CSJVRMA)

**MEETING** At a regularly scheduled meeting of the City of Lindsay City Council held on December 13, 2021, at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

**WHEREAS**, it is the desire of the City of Lindsay terminate its participation and withdraw from the Central San Joaquin Valley Risk Management Authority (“CSJVRMA”); and

**WHEREAS**, the City of Lindsay’s decision to withdraw from the Central San Joaquin Valley Risk Management Authority (CSJVRMA) was based on its desire to acquisition expanded services, better customer service, and flexibility; and

**WHEREAS**, Article XIX of the CSJVRMA Joint Powers Agreement reference that “Any Member City, at their sole discretion, may voluntarily withdraw from membership in the Authority only at the end of any fiscal year by notifying the Authority in writing six (6) months prior to the end of any fiscal year, or at any other time which is agreed to by the Board, unless otherwise prohibited in the Master Plan Document of any program.”; and

**WHEREAS**, if the City of Lindsay has determined that if other coverages do not meet its needs, the City will reapply to participate in the Central San Joaquin Valley Risk Management Authority (CSJVRMA); and

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

- SECTION 1. That the above recitals are all true and correct.
- SECTION 2. The City Council hereby authorizes and empowers the City Manager to execute in the name of the City of Lindsay all documents thereto that may be necessary.
- SECTION 3. This Resolution shall take effect immediately upon its adoption.
- SECTION 4. The Mayor or presiding officer, is hereby authorized to affix their signature to the Resolution signifying its adoption by the City Council to the City of Lindsay, and the City Clerk, or their appointed deputy, is directed to attest thereto.

RESOLUTION NO. 22-64  
Page 1 of 2



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

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

MEETING DATE	December 13, 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.

\_\_\_\_\_  
FRANCESCA QUINTANA  
CITY CLERK

\_\_\_\_\_  
MAYOR



## STAFF REPORT

TO: Lindsay City Council  
FROM: Francesca Quintana, City Clerk & Assistant to the City Manager  
DEPARTMENT: City Manager  
ITEM NO.: 11.13  
MEETING DATE: December 13, 2022

### **ACTION & RECOMMENDATION**

Consider Approval of Resolution 22-66, A Resolution of the City Council of the City of Lindsay Proclaiming a Local Emergency, Ratifying the Proclamation of a State Emergency by Governor Newsom on March 4, 2020, and Authorizing a Hybrid Meeting Format of the Legislative Bodies of the City of Lindsay to Allow Attendance In Person or Teleconference Pursuant to Government Code Section 54953(e)(3).

### **BACKGROUND | ANALYSIS**

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

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

On June 14, 2022, the Lindsay City Council was asked to consider the future meeting format of the legislative bodies of the City of Lindsay. The City Council found that there is still a state of emergency that impacts the ability of members to safely meet in person and approved a hybrid meeting format moving forward. The City will have to abide by the rules set forth in AB 361. AB 361 requires that the agenda for virtual or teleconferenced meetings must: (1) give notice of the means by which members of the public may access the meeting and offer public comment; and (2) identify and include an opportunity for all person to attend via a call-in option or an internet-based service option. Additionally, if there is a disruption which prevents members of the public from offering public comments using the call-in option or internet-based service option, the City Council shall take no further action on items appearing on the meeting agenda until public is restored. The City Council cannot require that public comments be submitted in advance of the meeting and must provide an opportunity for the public to offer comment in real time. Lastly, the City Council must make findings via a resolution that there is either a state of emergency or there are local social distancing measures in place. These findings must be made no later than 30 days after the first teleconferenced meeting. Further, every 30 days after the City Council must

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

Because the City Council will hold a hybrid meeting and utilize teleconference at the regular City Council meeting held on December 13, 2022, it must pass this resolution in order to comply with AB 361. The City Council must then decide if it wishes to continue teleconferencing, and whether it will pass another resolution in 30 days.

**FISCAL IMPACT**

No fiscal impact.

**ATTACHMENTS**

- Resolution No. 22-66



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

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**NUMBER** 22-66

**TITLE** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A STATE EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND AUTHORIZING A HYBRID MEETING FORMAT OF THE LEGISLATIVE BODIES OF THE CITY OF LINDSAY TO ALLOW ATTENDANCE IN PERSON OR TELECONFERENCE PURSUANT TO GOVERNMENT CODE SECTION 54953(E)(3)

**MEETING** At a regularly scheduled meeting of the City of Lindsay City Council held on December 13, 2022, at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

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

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

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

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

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

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

RESOLUTION NO. 22-66

Page 1 of 3



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

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

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

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



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

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

MEETING DATE	December 13, 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.

\_\_\_\_\_  
FRANCESCA QUINTANA  
CITY CLERK

\_\_\_\_\_  
MAYOR



## STAFF REPORT

TO: Lindsay City Council  
FROM: Francesca Quintana, City Clerk & Assistant to the City Manager  
DEPARTMENT: City Manager  
ITEM NO.: 12.1  
MEETING DATE: December 13, 2022

### **ACTION & RECOMMENDATION**

First Reading of Ordinance No. 604, An Ordinance of the City of Lindsay Amending Titles One (1) Through Eighteen (18) of the Lindsay Municipal Code to Set the Approval of Municipal Fees and Charges for Various Municipal Services via City Council Resolution and Repealing all other Ordinances Relative to the Setting of Municipal Fees and Charges Thereto.

Staff recommends that Council approve this action as it will ensure that revenues produced by user fees are sufficient to defray the cost of providing such services, and that fees and charges are updated regularly to ensure optimal cost recovery.

### **BACKGROUND | ANALYSIS**

On August 26, 2021, the State Auditor issued Report 2020-804 regarding the City of Lindsay which was conducted as part of the high-risk local government agency audit program. In Report 2020-804, the State Auditor issued a number of findings and required the City of Lindsay to submit a Corrective Action Plan by November 2021. On November 09, 2021, the Lindsay City Council adopted the City of Lindsay Corrective Action Plan via Resolution 21-48.

On December 22, 2021, the City released a Request for Proposal (“RFP”) for a Full Cost Allocation Plan and Comprehensive Citywide Fee Study. On February 22, 2022, the City Council awarded the contract to Willdan Financial Services.

The User Fee Study and Cost Allocation Plan were conducted directly in response to State Auditor Report 2020-804, thus prompting a review and analyzation of the Lindsay Municipal Code to identify any fees and to amend the code to set the approval of municipal fees and charges for various municipal services via Resolution of the Lindsay City Council.

On November 26, 2022, the Public Hearing Notice of Ordinance No. 604 was duly noticed in accordance with California State law in the Porterville Recorder. The purpose of Ordinance No. 604 is to amend titles one (1) through eighteen (18) of the language within the Lindsay Municipal Code which reference specific fees, to instead set the approval of fees and charges via City Council Resolution.

### **FISCAL IMPACT**

No fiscal impact to approve this action.

## ATTACHMENTS

- Public Hearing Notice Proof
- Ordinance 604 – Redline Copy

# In the Superior Court of the State of California In and for the County of Tulare

## PUBLIC NOTICE

### CITY OF LINDSAY PUBLIC HEARING NOTICE

Date:

Tuesday, December 13, 2022

Time:

6:00 PM or as soon thereafter

Location:

Council Chambers City Hall  
251 East Honolulu Street, Lind-  
say, CA 93247

NOTICE IS HEREBY GIVEN that the City Council of the City of Lindsay, California, will hold a public hearing on December 13, 2022, beginning at 6:00 PM (or as soon thereafter as the matter can be heard) to solicit public comments relating to the following matter:

FIRST READING OF ORDINANCE NO. 604, AN ORDINANCE OF THE CITY OF LINDSAY AMENDING TITLES ONE (1) THROUGH EIGHTEEN (18) OF THE LINDSAY MUNICIPAL CODE TO SET THE APPROVAL OF MUNICIPAL FEES AND CHARGES FOR VARIOUS MUNICIPAL SERVICES VIA CITY COUNCIL RESOLUTION, AND REPEALING ALL OTHER ORDINANCES RELATIVE TO THE SETTING OF MUNICIPAL FEES AND CHARGES THERETO.

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](mailto: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: November 22, 2022

December 13, 2022 Regular Meeting of the Lindsay City Council

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Nov. 26, 1-T  
#125917

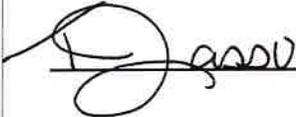
State of California

SS.

County of Tulare

Declarant says:

That at all times herein mentioned Declarant is and was a resident of said County of Tulare, over the age of twenty-one years; not a party to nor interested in the within matter; that Declarant is now and was at all times herein mentioned the Principal Clerk of the Porterville Recorder, a daily newspaper, which said newspaper was adjudged a newspaper of general circulation on October 15, 1951, by Superior Court Order No. 42369 as entered in Book 57 Page 384 of said Court; and that said newspaper is printed and published every day except Sunday published LEGAL NOTICE in said newspaper, Nov. 26, 2022 and that such publication was made in the regular issues of said paper (and not in any supplemental edition or extra thereof). I declare under penalty of perjury that the forgoing is true and correct. Executed Nov. 26, 2022 at Porterville, California.

  
Declarant TERESA JASSO

**ORDINANCE NO. 604**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LINDSAY AMENDING TITLES ONE (1) THROUGH EIGHTEEN (18) OF THE LINDSAY MUNICIPAL CODE TO SET THE APPROVAL OF MUNICIPAL FEES AND CHARGES FOR VARIOUS MUNICIPAL SERVICES VIA CITY COUNCIL RESOLUTION AND REPEALING ALL OTHER ORDINANCES RELATIVE TO THE SETTING OF MUNICIPAL FEES AND CHARGES THERETO.**

**Section 1. PURPOSE.** The provisions of this ordinance are intended to amend the Lindsay Municipal Code to set the approval of Municipal Fees and Charges for various Municipal Services via City Council Resolution.

**Section 2. CODE AMENDMENT.** Lindsay Municipal Code Titles One (1) through Eighteen (18) are hereby amended to read in their entirety as follows:

**Chapter 01.16.010**

**Penalty For Code Violation**

A. Except where specifically provided otherwise in the Lindsay Municipal Code, violation of any of the provisions of this code shall be unlawful and constitute an infraction.

B. Any residential person convicted of violating any provision of the Lindsay Municipal Code shall be punished by **an amount which is set by resolution of the City Council.**

- ~~1. A fine not exceeding one hundred dollars for a first violation;~~
- ~~2. A fine not exceeding five hundred dollars for a second violation of the same section within one year;~~
- ~~3. A fine not exceeding one thousand hundred dollars for each additional violation of the same section within one year.~~

C. Any non-residential person or group convicted of violating any provision of the Lindsay Municipal Code shall be punished by:

- 1. A fine not exceeding one thousand dollars for a first violation;
- 2. A fine not exceeding five thousand dollars for a second violation of the same section within one year;
- 3. A fine not exceeding ten thousand dollars for each additional violation of the same section within one year.

D. The phrase "violation of the same section," as used in this section, means and refers to a violation of the same numbered section of the Lindsay Municipal Code.

### **Chapter 1.16.020**

#### **Failure To Appear After Release On Bond Or Own Recognizance; Penalty; Presumption**

Every person who is charged with the commission of an infraction who is released from custody on an appearance bond or on his or her own recognizance and who, in order to evade the process of the court, willfully fails to appear as required, is guilty of an infraction. It shall be presumed that a defendant who is cited to appear or who has been released upon his or her promise to appear and who fails to appear within fourteen days of the date assigned for his or her appearance, in so doing, intended to evade the process of the court. Any conviction of an infraction under this section shall be punishable by a fine **in an amount which is set by resolution of the City Council. ~~not to exceed two hundred, fifty dollars.~~**

### **Chapter 1.18.040**

#### **Violations, Penalties And Enforcement**

The city council of the city of Lindsay intends to secure compliance with the provisions of this code, and state codes specifically adopted by reference in the applicable chapters of this code. To the extent that such compliance may be achieved by less drastic methods of enforcement, the following alternate, separate and distinct methods may be utilized. Each method set forth herein is intended to be mutually exclusive and does not prevent concurrent or consecutive methods being used to achieve compliance against continuing violations. Each and every day any such violations exist constitutes a separate offense.

Notwithstanding any other provisions of this code, and state codes specifically adopted by reference in the applicable chapters of this code, each violation of the provisions of this code may be enforced alternatively as follows:

- A. Misdemeanor: Unless otherwise specified in this code, any person violating any of the provisions or failing to comply with any of the mandatory requirements of this code, and state codes specifically adopted by reference in the applicable chapters of this code, may be prosecuted for a misdemeanor. Written citations for misdemeanors may be issued by police officers or by nonsafety employees designated by this code. Any person convicted of a misdemeanor under the provisions of this code, and state codes specifically adopted by reference in the

applicable chapters of this code, shall be punished by a fine **in an amount which is set by resolution of the City Council not exceeding one thousand dollars (\$1,000.00)** or imprisonment for a term not exceeding six (6) months, or by both such fine and imprisonment.

B. Infraction: In the alternative, with the concurrence of the city attorney, any person violating any of the provisions or failing to comply with any of the mandatory requirements of this code, and state codes specifically adopted by reference in the applicable chapters of this code, may be prosecuted for an infraction. Written citations for infractions may be issued by police officers or nonsafety employees designated by this code. Unless otherwise set forth in this code, fines shall be assessed in amounts **which are set by resolution of the City Council. specified as follows:**

- ~~a.—A fine not exceeding one hundred dollars (\$100.00) for a first violation;~~
- ~~b.—A fine not exceeding two hundred dollars (\$200.00) for a second violation of the same ordinance within twelve (12) months, or five hundred dollars (\$500.00) for building and safety code violations;~~
- ~~c.—A fine not exceeding five hundred dollars (\$500.00) for each additional violation of the same ordinance within twelve (12) months, or one thousand dollars (\$1,000.00) for building and safety code violations.~~

Civil Action: The city attorney, or an attorney hired for such purposes by and at the request of the city council, may institute an action in any court of competent jurisdiction to restrain, enjoin or abate the condition(s) found to be in violation of the provisions of this code, or state codes specifically adopted by reference in the applicable chapters of this code, as provided by law, and the city shall be entitled to its attorney fees and costs.

Administrative Citation: Upon a finding by the city official vested with the authority to enforce the various provisions of this code, or state codes specifically adopted by reference in the applicable chapters of this code, that a violation exists, he or she may issue an administrative citation under the provisions of this chapter.

## **Chapter 1.18.090**

### **Hearing Officer**

The city manager shall designate the hearing officer for the administrative citation hearing. ~~The hearing officer shall not be a current Lindsay city employee.~~ The employment, performance evaluation, compensation and benefits of the hearing officer, if any, shall not be directly or indirectly conditioned upon the amount of administrative citation fines upheld by the hearing officer.

## **Chapter 2.04.030**

### **Regular Meetings**

The regular meetings of the city council shall be held on the second and fourth Tuesday of each and every month at the city council chambers in the City Hall being situate on the north side of Honolulu Street between Mirage and Gale Hill A venues in the city.

The hour at which the meetings shall begin shall be ~~six seven~~-p.m.

The city council may adjourn regular meetings from time to time and the adjournment meetings shall be a part of the regular meetings.

## **Chapter 2.06.030**

### **Duties And Responsibilities; Generally**

In addition to those duties and responsibilities set out in Section 2.06.020. the city clerk shall have the duties and responsibilities which are not referred to with particularity in statutory form as follows:

- A. Receive Documents Addressed to the City Council and to the City of Lindsay. The city clerk shall receive all documents addressed to the city council and present the same to the council at its meetings, shall maintain a file of the same, and shall reply thereto as directed, and the city clerk shall prepare and send out all correspondence required or directed by the city council or members thereof pertaining to the business of the council or committees thereof.
- B. Agenda and Council Chamber Preparation. The city clerk, in conjunction with the city manager, shall prepare the agenda of items to be considered at meetings, both regular and special, and shall make available all necessary facilities for the conduct of meetings at the council chambers or elsewhere.
- C. Answer Citizen Inquiries. The city clerk, by telephone, correspondence or in person, shall answer citizen inquiries concerning the city and its business, wherein appropriate, and shall endeavor to assist all citizens in their quest for information.
- D. Internal Administration of the City Clerk's Office. The city clerk shall prepare the city clerk department budget, maintain sufficient stocks of supplies and materials for fulfillment of city procedures, shall establish proceedings involving department personnel regulations, and shall handle all matters involving office

machines and equipment.

- E. Maintenance of Municipal Code Book. The city clerk shall maintain the municipal code of the city in a current and up-to-date form reflecting any and all ordinance changes, amendments or adoptions.
- F. Maintenance of Calendar File. The city clerk shall maintain a file system so that he/she may advise city agencies, departments and department heads and the city council of expiration dates on agreements, leases, bonds, insurance policies, special permits, due dates when special action is required, franchises, due dates on payments, and so forth.
- G. Issuance of Permits and Collection of Fees. The city clerk shall have charge of and shall collect all fees in connection with city services furnished to taxpayers and property owners and shall have charge of and shall collect the fees for business licenses and building permits and other fee impositions and shall issue any and all permits required by various municipal ordinances or regulations.
- H. Secretary to Boards and Commissions. The city clerk shall be and act as secretary to all city boards and commissions, including specifically the city planning commission, and shall attend all meetings thereof and keep accurate records of the proceedings thereof.
- I. Bond of City Clerk. Before entering upon the duties of his/her office, the city clerk shall execute a bond to the city in the manner and form provided for by the Government Code of the state. The penal sum of such bond shall be ~~the in an amount which is set by resolution of the City Council. sum of two thousand dollars.~~

### **Chapter 3.12.150**

#### **Penalty For Violation**

Any person violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine ~~in an amount which is set by resolution of the City Council of not more than five hundred dollars~~ or by imprisonment for a period of not more than six months, or by both such fine and imprisonment.

### **Chapter 5.08.050**

#### **Penalty For Violation**

Any person who violates any provisions of this chapter which are declared to be unlawful shall be guilty of an infraction and shall be punishable by a fine **in an amount which is set by resolution of the City Council.**~~in the amount of fifty dollars.~~

## Chapter 5.36.080

### Penalties And Violations

A. Violators of this chapter shall not be prosecuted as infractions or misdemeanors and shall only be punished by the following administrative citations and revocation structure:

1. Except as otherwise provided in this chapter, any violation of this chapter shall be subject to administrative fines **in an amount which is set by resolution of the City Council.**~~in the following amounts:~~
  - ~~i.—An administrative fine not exceeding one hundred dollars (\$100) for a first violation;~~
  - ~~ii.—An administrative fine not exceeding two hundred dollars (\$200) for a second violation within one (1) year of the first violation; and~~
  - ~~iii.—An administrative fine not exceeding five hundred dollars (\$500) for each additional violation within one (1) year of the first violation.~~
2. If any person violates any portion of this chapter and cannot present proof of a valid permit, the sidewalk vendor shall be assessed administrative fines **in an amount which is set by resolution of the City Council.**~~the following amounts:~~
  - ~~i.—An administrative fine not exceeding two hundred and fifty dollars (\$250) for a first violation;~~
  - ~~ii.—An administrative fine not exceeding five hundred dollars (\$500) for a second violation within one (1) year of the first violation; and~~
  - ~~iii.—An administrative fine not exceeding one thousand dollars (\$1,000) for each additional violation within one (1) year of the first violation.~~
3. Upon proof of a valid permit issued by the City, the administrative fines for a second violation ~~set forth in subsection (B)~~ shall be reduced to the administrative fines set forth for a first violation **in an amount which is set by resolution of the City Council.**~~subsection (A).~~

B. If the person meets the criteria described in subdivision (a) or (b) of Section 68632 of the California Government Code, the local authority shall accept, in full satisfaction, 20 percent of the administrative fine imposed.

C. Notwithstanding the foregoing, the City Manager, or City Council on appeal, may allow a person to complete community service in lieu of paying the total administrative fine, may waive the administrative fine, or may offer an alternative disposition for violations of this subsection.

#### **Chapter 6.04.040**

##### **Penalty For Violation**

Any person violating this chapter or Chapter 4 of the Ordinance Code of the County of Tulare, or the provisions of an alternatively adopted code within the city limits shall be deemed guilty of an infraction and shall be punished by **an amount which is set by resolution of the City Council.**

~~A. A fine not exceeding fifty dollars for a first violation;~~

~~B. A fine not exceeding one hundred dollars for a second violation of the same ordinance within one year;~~

~~C. A fine not exceeding two hundred fifty dollars for each additional violation of the same ordinance within one year.~~

#### **Chapter 6.08.070**

##### **Penalty For Violation**

Any person violating any provision of this chapter shall be deemed guilty of a misdemeanor and shall be punished by a fine **in an amount which is set by resolution of the City Council.** ~~of not less than ten dollars nor more than two hundred dollars. If any violation is continued, each day's violation shall be deemed a separate violation.~~

#### **Chapter 8.05.220**

##### **Violation Of Smoking Or Posting**

A. Any person who violates the prohibitions contained in Sections 8.05.050 through 8.05.170 of this chapter and any proprietor who violates Section 8.05.200 of this chapter by failing to post the signs or take the other actions required by this section may be prosecuted as an infraction, punishable in the manner hereinafter prescribed and/or may have his/her business license revoked.

B. Fines for the crimes made infractions by this section shall be levied in **an amount which is set by resolution of the City Council. ~~the amount prescribed.~~** Any person, who violated any provisions of this chapter by smoking in a designated nonsmoking area, shall be guilty of an infraction, punishable by a fine **in an amount which is set by resolution of the City Council. ~~of fifty dollars for the first violation, and one hundred dollars for each subsequent violation.~~** Any employer or proprietor, who violates any provisions of this chapter by failure to post required signs or by failure to request violation smokers to extinguish the lit object may be guilty of an infraction punishable by a fine **in an amount which is set by resolution of the City Council. ~~of one hundred dollars for the first violation, and two hundred fifty dollars for each subsequent violation and/or may have his/her business license revoked.~~** Subsequent violations may be prosecuted as misdemeanors with fines **in an amount which is set by resolution of the City Council. ~~up to one thousand dollars~~** and/or jail time of up to six months.

### Chapter 8.05.230

#### Enforcement

- A. Voluntary enforcement of and mandatory compliance with this chapter shall lie with the employer or proprietor of the establishment. An individual violating this chapter shall be requested by the employer or proprietor not to smoke and shall be made aware of the posted "No Smoking" signs. If the individual continues to violate this chapter, the employer or proprietor shall inform the individual they are guilty of an infraction of a city ordinance punishable by a **fine in an amount which is set by resolution of the City Council. ~~fifty dollar fine for the first violation and one hundred dollars for each subsequent violation.~~**
- B. It shall be the responsibility of the public safety director to enforce, on behalf of the city, the provisions of this chapter. The public safety director shall be authorized to prosecute, in the name of the city, criminal action for the recovery of fines for violation of this chapter made infractions by Section 8.05.220 for violations of Sections 8.05.050 through 8.05.200 herein.
- C. In the performance of the enforcement responsibilities assigned by this chapter, the chief of the police department shall:
1. Establish a telephone number through which all complaints by citizens relating to violation of this chapter may be directed or referred.

2. Reduce such complaints to writing, and analyze the frequency and volume thereof in relation to alleged violations of this chapter by or at particular establishments or facilities.
3. Conduct an on-site inspection of an establishment or facility with respect to which the nature and volume of complaints suggest long-standing and pronounced violations of any of the provisions of this chapter.
4. Provide to the owner, operator or manager of any such establishment or facility a copy of the provisions of this chapter and such advisory assistance to rectify future violations as may be necessary to achieve compliance with the provisions of this chapter.
5. Follow up such investigation and advice with a written directive explaining in detail the steps required in order to achieve further compliance with the provisions of this chapter.
6. If the violations do not cease following expiration of a reasonable period of time, request commencement of a criminal or civil proceeding by the city attorney pursuant to the provision of Section 8.05.250 of this chapter, or civil remedies listed below as may be appropriate to do one, some, or all of the following civil remedies:
  - i. Public Nuisance. Any continuing violation of the provisions of this chapter may be declared a public nuisance hereunder, and the city attorney may proceed to abate the same by filing a civil action on a court of competent jurisdiction.
  - ii. License Revocation. Any continuing violation of the provisions of this chapter by proprietors may be punishable by the city revoking his/her business license.
  - iii. Injunctive Relief. Any continuing violation of the provisions of this chapter by proprietors may be restrained by a temporary restraining order, preliminary and/or permanent injunction.

## **Chapter 8.12.210**

### **Penalties**

Any person who violates any provision of this chapter which is declared to be unlawful shall be guilty of a misdemeanor, subject to a penalty of imprisonment in the county jail

for a term not exceeding six months, or by a fine ~~in an amount which is set by resolution of the City Council not to exceed one thousand dollars for each violation,~~ or both. Notwithstanding the classification of a violation of this chapter as a misdemeanor, at the time an action is commenced to enforce the provisions of this chapter, the trial court, upon recommendation of the prosecuting attorney, may reduce the charged offense from a misdemeanor to an infraction. Any person convicted of an infraction under this chapter shall be punished by ~~a fine in an amount which is set by resolution of the City Council.:~~ ~~(1) a fine not exceeding fifty dollars for a first violation; (2) a fine not exceeding one hundred dollars for the second violation of this chapter within one year; and (3) a fine not to exceed two hundred fifty dollars for each additional violation of this chapter within one year.~~

### **Chapter 8.18.070**

#### **Fines For Violations**

The owner of a shopping cart shall pay a fine, and there is hereby imposed upon such owner as a debt owing to the city ~~in an amount which is set by resolution of the City Council the sum of fifty dollars for each occurrence in excess of three occurrences during any six month period for failure to retrieve shopping carts~~ in accordance with Section 22435.7 of the Business and Professions Code of the State of California.

### **Chapter 8.20.110**

#### **Violation; Penalty**

Each violation of the provisions of this chapter shall be deemed a misdemeanor punishable by imprisonment in the county jail not exceeding six months, or by a fine ~~in an amount which is set by resolution of the City Council not exceeding one thousand dollars~~ or both. Upon recommendation of the prosecuting attorney, the court may reduce the charged offense from misdemeanor to an infraction punishable under Chapter 1.16 of this code.

### **Chapter 8.28.060**

#### **Penalty For Violation**

Any violation of this chapter shall constitute a misdemeanor and shall be punishable by a fine ~~in an amount which is set by resolution of the City Council not to exceed two hundred dollars for the first offense of this chapter, and by fine of five hundred dollars~~ or imprisonment for not more than six months for any subsequent violation of this

chapter.

## Chapter 8.34.100

### Enforcement

- A. Violation of any provision of this ordinance shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by the city enforcement official or representative. Enforcement Actions under this ordinance are issuance of an administrative citation and assessment of a fine. The procedures on imposition of administrative fines are hereby incorporated in their entirety, as modified from time to time, and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this ordinance and any rule or regulation adopted pursuant to this ordinance, except as otherwise indicated in this ordinance.
- B. Other remedies allowed by law may be used, including civil action or prosecution as misdemeanor or infraction. City may pursue civil actions in the California courts to seek recovery of unpaid administrative citations or the filing of lien on the subject property. City may choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of city staff and resources.
- C. Responsible Entity for Enforcement
  - 1. Enforcement pursuant to this ordinance may be undertaken by the City Enforcement Official, which may be the city manager or their designated entity, code enforcement officer, legal counsel, or combination thereof.
- D. Process for Enforcement
  - 1. City Enforcement Officials and/or their designee will monitor compliance with the ordinance randomly and through compliance reviews, route reviews, investigation of complaints, and an inspection program (that may include remote monitoring).
  - 2. City may issue an official notification to notify regulated entities of its obligations under the ordinance.
  - 3. For incidences where prohibited container contaminants are found in containers, the city will issue a Notice of Violation to any generator found to have prohibited container contaminants in a container. Such notice will be provided via a cart tag or other communication immediately upon identification of the prohibited container contaminants or within five (5) days after determining that a violation has occurred. If the city observes prohibited container contaminants in a generator's containers on more than three (3) consecutive occasions, the city may assess contamination penalties on the generator.

4. With the exception of violations of generator contamination of container contents addressed under Section 17(d)(3), the city shall issue a Notice of Violation requiring compliance within 30 days of issuance of the notice.
5. Absent compliance by the respondent within the deadline set forth in the Notice of Violation, the city shall commence an action to impose penalties, via an administrative citation and fine, pursuant to the requirements contained in this section.

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

E. Penalty Amounts ~~are dependent upon the type of violation for~~ ~~Types of Violations are~~ ~~and are in an amount which is set by resolution of the City Council. The penalty levels are as follows:~~

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

F. Factors Considered in Determining Penalty Amount

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

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

G. Compliance Deadline Extension Considerations The city may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with

Section 10 if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

1. Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters.
  2. Delays in obtaining discretionary permits or other government agency approvals; or,
  3. Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the Jurisdiction is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.
- H. Appeals Process Appeal process of citations issued is identified in Title 1, Section 1.18.100, Appeal of Administrative Citation of the Lindsay Municipal Code.
- I. Education Period for Non-Compliance Beginning January 1, 2022 and through December 31, 2023, the city will conduct inspections, type of regulated entity, to determine compliance, and if the city determines that Organic Waste Generator, Self-Hauler, hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this ordinance and a notice that compliance is required by January 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024.
- J. J. Civil Penalties for Non-Compliance Beginning January 1, 2024, if the city determines that an Organic Waste Generator, Self-Hauler, hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance with this ordinance, it shall document the noncompliance or violation, issue a Notice of Violation, and take Enforcement Action pursuant to Section 10, as needed.

### **Chapter 9.28.080**

#### **Penalty**

Any person violating any of the provisions of Sections 9.28.030, 9.28.040 and 9.28.050 shall be guilty of an infraction and shall be punished by a fine **in an amount which is set by resolution of the City Council. of not less than fifty dollars nor more than two hundred fifty dollars.**

### **Chapter 9.48.030**

#### **Penalty For Violation**

Any person violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punished by a fine **in an amount which is set by resolution of the City Council** ~~of not more than five hundred dollars~~ or by imprisonment for not more than six months, or by both fine and imprisonment. Each day during any portion of which any violation of this chapter is committed, continued or permitted is deemed a separate offense, and shall be punishable as such.

#### **Chapter 10.04.190**

##### **Violation; Penalty**

1. Violation of any of the provisions of this chapter shall be unlawful and constitute an infraction. Any person convicted of violating any provision of this chapter shall be punished by **a fine in an amount which is set by resolution of the City Council.**
  - ~~1. A fine not exceeding fifty dollars for a first violation;~~
  - ~~2. A fine not exceeding one hundred dollars for a second violation of the same section within one year;~~
  - ~~3. A fine not exceeding two hundred fifty dollars for each additional violation of the same section within one year.~~
2. The phrase "violation of the same section" as used in this section means and refers to a violation of the same numbered section of the Lindsay Municipal Code.

#### **Chapter 10.08.050**

##### **Penalty For Violation**

1. It is unlawful for any person to violate any provision or to fail to comply with its terms and provisions of this chapter.
2. Any person violating any provisions or failing to comply with any provisions of this chapter is guilty of a misdemeanor.
3. Any person convicted of a misdemeanor for violating any provisions or failing to comply with this chapter shall be punishable by a fine **in an amount which is set by resolution of the City Council**  ~~of not more than five hundred dollars~~, or by imprisonment in the county or city jail not exceeding six months, or by both such fine and imprisonment.

#### **Chapter 10.10.120**

##### **Enforcement And Penalties**

For purposes of insuring that applicable developments comply with the provisions of this chapter, the city shall, following written notice to the employer, initiate enforcement action(s) against the employer which may include, but not be limited to:

1. Withholding the issuance of a building permit or certificate of use and occupancy.
2. Issuance of a stop work order. It is unlawful for any person to violate any provision or to fail to comply with any of the requirements of the chapter. Any person violating any provision of this chapter or failing to comply with any of its requirements shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punished by a fine **in an amount which is set by resolution of the City Council ~~not exceeding five hundred dollars~~** or by imprisonment not exceeding six months, or by both such fine and imprisonment. Each such person shall be deemed guilty of a separate offense for each day during which any violation of any of the provisions of this chapter is committed, continued or permitted by such person and shall be punishable therefor as provided for in this chapter.

#### **Chapter 12.24.130**

##### **Penalty For Violation**

It is unlawful for any person to violate any provision or to fail to comply with any of the requirements of this chapter or failing to comply with any of its requirements shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punished by a fine **in an amount which is set by resolution of the City Council ~~not exceeding five hundred dollars~~** or by imprisonment not exceeding six months, or by both such fine and imprisonment. Each such person shall be deemed guilty of a separate offense for each day during any portion of which any violation of any of the provisions of this chapter is committed, continued or permitted by the person, and shall be punishable therefor as provided for in this chapter.

#### **Chapter 13.04.345**

##### **City Water Conservation Plan**

The City Council has adopted by Resolution its Water Conservation Plan which sets forth water conservation phases and conservation measures including mandatory restrictions on water usage by property owners and water consumers and prohibitions concerning misuse of water. Violation of the measures in effect, currently and as may be amended by Resolution from time-to-time, pursuant to the applicable phase of Water Conservation

Plan, shall be enforceable as set forth per any applicable remedy provisions in this Municipal Code, including but not limited to Section 1.16 and 13.04.340. Additionally, the City may strictly enforce the water conservation program by issuing citations **in amounts which is set by resolution of the City Council. ~~of \$50.00 for the first cited violation, \$100.00 for the second cited violation within a 12-month period, and \$250.00 for any subsequent cited violation within a 12-month period.~~** Monetary citations issued may be collected via the monthly utility bill. The City's Water Conservation Plan is deemed to be the City's "Water Shortage Contingency Plan" to the extent applicable by State law.

## Chapter 14.02.060

### Penalties For Violations

Any person, violating any of the provisions of this title, shall be guilty of a misdemeanor, and upon conviction thereof, shall be punishable by a fine **in an amount which is set by resolution of the City Council ~~of not more than one thousand dollars (\$1,000.00)~~** or by the imprisonment in the County of Tulare jail for not more than six months, or both such fine and imprisonment. The city attorney or his/her designee will have the discretion to reduce said violation to an infraction. The penalty for an infraction shall be a fine **in an amount which is set by resolution of the City Council ~~of a maximum of two hundred fifty dollars (\$250.00) per violation.~~**

## Chapter 14.03.160

### Penalty

1. Any person violating the provisions of this title shall be guilty of a misdemeanor and subject to penalties.
2. Notwithstanding the classification of a violation of this title as a misdemeanor, at the time an action is commenced to enforce the provisions of this title, the trial court, upon recommendation of the prosecuting attorney, may reduce the charge of the offense from a misdemeanor to an infraction pursuant to Section 19(c) of the California Penal Code.
- ~~3.~~ Operation of vehicles in parks. The City will strictly enforce no operation or parking of vehicles in parks or recreation areas, except as noted in Section 14.03.030. Per Title 1, General Provisions of the Municipal Code of the City of Lindsay, Chapter 1.16, General Penalty, Section 1.16.010, Penalty for Code Violations, **and shall be subject to a fine in an amount which is set by resolution of the City Council. ~~the following amounts will be enforced:~~**
  - ~~1. First Violation Fine, \$50.00~~
  - ~~2. Second Violation Fine, \$100.00~~
  - ~~3. Third Violation Fine, \$250.00~~

## Chapter 17.40.020

### Penalty For Violation

Any offer to sell, contract to sell, sale or deed of conveyance made contrary to the provisions of this title is a misdemeanor, and any person, firm or corporation, upon conviction thereof shall be punishable by a fine **in an amount which is set by resolution of the City Council** ~~of not more than five hundred dollars~~, or imprisonment in the county jail for a period of not more than six months, or by both such fine and imprisonment.

All other remaining code sections in chapters one (1) through eighteen (18) of the Lindsay Municipal Code remain unchanged.

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

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

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

**Section 6. SEVERABILITY.** If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this ordinance, or its application to any other person or circumstance. The City Council of the City of Lindsay hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

**Section 7. CONSTRUCTION.** The City Council intends this ordinance to supplement,

not to duplicate, contradict or otherwise conflict with, applicable State and federal law and this ordinance shall be construed in light of that intent. To the extent the provisions of the Lindsay Municipal Code as amended by this ordinance are substantially the same as provisions in the Lindsay Municipal Code existing prior to the effectiveness of this ordinance, then those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

**Section 8. EFFECTIVE DATE.** The foregoing ordinance shall take effect sixty (60) 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 \_\_\_\_\_ 2023.

CITY COUNCIL OF THE CITY OF LINDSAY

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Francesca Quintana, City Clerk



## STAFF REPORT

TO: Lindsay City Council  
FROM: Joseph M. Tanner, City Manager  
Juana Espinoza, Director of Finance  
DEPARTMENT: City Manager & Finance  
ITEM NO.: 12.2  
MEETING DATE: December 13, 2022

### **ACTION & RECOMMENDATION**

Consider the Approval of **Resolution 22-65**, A Resolution of the City Council of the City of Lindsay Adopting a New Citywide Fee Schedule as a Part of the User Fee Study and Cost Allocation Plan Reports, Establishing and Amending Municipal Fees and Charges for Various Municipal Services, and Repealing all other Resolutions Relative to Municipal Fees and Charges Thereto.

Staff recommends that the Council pass and adopt Resolution 22-65 and implement the new fees sixty (60) days post public hearing adoption in time for the upcoming developments within the City.

### **BACKGROUND | ANALYSIS**

On August 26, 2021, the State Auditor issued Report 2020-804 regarding the City of Lindsay which was conducted as part of the high-risk local government agency audit program. In Report 2020-804, the State Auditor issued a number of findings and required the City of Lindsay to submit a Corrective Action Plan by November 2021. On November 09, 2021, the Lindsay City Council adopted the City of Lindsay Corrective Action Plan via Resolution 21-48. The User Fee Study and Cost Allocation Plan were conducted directly in response to State Auditor Report 2020-804.

To ensure the revenues produced by user fees are sufficient to defray the cost of providing municipal services and activities and that they do not exceed the estimated reasonable cost of providing such services, the City must periodically review its user fees and charges.

On December 22, 2021, the City released a Request for Proposal (“RFP”) for a Full Cost Allocation Plan and Comprehensive Citywide Fee Study. On February 22, 2022, the City Council awarded the contract to Willdan Financial Services.

Upon execution of all final agreements, on March 21, 2022, City Staff and Willdan Financial Services began evaluating the City’s current fee structure and charges and conducted a comprehensive analysis and study of the City’s activities and services, the costs of providing those services and activities, the beneficiaries of those services, and the revenues produced by those paying fees and charges for such services and activities.

The results and findings of said analysis and cost allocation study are detailed in the attached final reports issued by Willdan. The proposed fee schedule within the User Fee Study Report represent the reasonable

costs incurred by the City in providing the listed services and activities. The report does not include any fee recommendations that exceed the City's cost of providing those related services and activities.

Staff brings forward Resolution 22-65 for adoption by the Lindsay City Council at this time to ensure the revenues produced by user fees are sufficient to defray the cost of providing such services and do not exceed the estimated reasonable cost of providing such services. It is important to emphasize that any user fees that are set to less than 100% cost recovery are subsidies that must be covered by another revenue source, and in most instances by the General Fund.

### **FISCAL IMPACT**

The fiscal impact of adopting the user fees will be scaled to the use of those programs and services; revenues will be allocated to the fund and department providing those related services and activities.

### **ATTACHMENTS**

- Public Hearing Notice Proof
- Cost Allocation Plan Report
- User Fee Study Report
- Willdan Financial Services Presentation
- Resolution 22-65

# In the Superior Court of the State of California In and for the County of Tulare

## PUBLIC NOTICE

CITY OF LINDSAY PUBLIC  
HEARING NOTICE

Date: Tuesday, December 13,  
2022

Time: 6:00 PM or  
as soon thereafter

Location:

Council Chambers City Hall  
251 East Honolulu Street, Lind-  
say, CA 93247

NOTICE IS HEREBY GIVEN that the City Council of the City of Lindsay, California, will hold a public hearing on December 13, 2022, beginning at 6:00 PM (or as soon thereafter as the matter can be heard) to solicit public comments relating to the following matter:

CONSIDER APPROVAL OF A RESOLUTION ADOPTING A NEW CITYWIDE FEE SCHEDULE, ESTABLISHING AND AMENDING MUNICIPAL FEES AND CHARGES FOR VARIOUS MUNICIPAL SERVICES, AND REPEALING ALL OTHER RESOLUTIONS RELATIVE TO MUNICIPAL FEES AND CHARGES THERETO.

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](mailto:lindsaycityclerk@lindsay.ca.us) at least 24 hours prior to the scheduled public hearing.

A copy of the City of Lindsay Proposed Citywide Fee Schedule will be available on December 02, 2022 for public inspection at the City's website: <https://www.lindsay.ca.us/>, the City Hall Bulletin Board, and at the City Clerks Office at 251 East Honolulu Street, Lindsay, CA 93247.

BY ORDER OF THE CITY COUN-  
CIL OF THE CITY OF LINDSAY

Dated: November 22, 2022  
Nov. 26, 1-T  
#125895

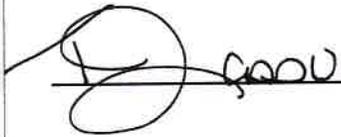
State of California

SS.

County of Tulare

Declarant says:

That at all times herein mentioned Declarant is and was a resident of said County of Tulare, over the age of twenty-one years; not a party to nor interested in the within matter; that Declarant is now and was at all times herein mentioned the Principal Clerk of the Porterville Recorder, a daily newspaper, which said newspaper was adjudged a newspaper of general circulation on October 15, 1951, by Superior Court Order No. 42369 as entered in Book 57 Page 384 of said Court; and that said newspaper is printed and published every day except Sunday published LEGAL NOTICE in said newspaper, **Nov. 26, 2022** and that such publication was made in the regular issues of said paper (and not in any supplemental edition or extra thereof). I declare under penalty of perjury that the forgoing is true and correct. Executed **Nov. 26, 2022** at Porterville, California.

  
Declarant TERESA JASSO

# City of Lindsay, CA



# Cost Allocation Plan





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## Certification of Cost Allocation Plan

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This is to certify that I have reviewed the cost allocation plan submitted herewith and to the best of my knowledge and belief:

(1) All costs included in this proposal 11/22/2022 to establish cost allocations or billings for Fiscal Year 2022 – 2023 are allowable in accordance with the requirements of this Part and the Federal award(s) to which they apply. Unallowable costs have been adjusted for in allocating costs as indicated in the cost allocation plan.

(2) All costs included in this proposal are properly allocable to Federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the Federal awards to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently.

I declare that the foregoing is true and correct.

Governmental Unit: **City of Lindsay**

Signature: \_\_\_\_\_

Name of Official: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Execution: \_\_\_\_\_



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## Executive Summary

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This cost allocation plan (“CAP”) summarizes a comprehensive analysis that has been completed for the City of Lindsay, California (the “City”) to determine the appropriate allocation of cost between the City’s departments. The primary objective of this Plan is to allocate costs from departments that provide services internally (“Central Service Departments”) to operating departments that conduct the day-to-day operations necessary to serve the community (“Operating Departments”). The costs, also known as internal service costs, typically represent (a) costs incurred for a common or joint purpose benefiting more than one cost objective, and (b) costs not readily assignable to the objectives specifically benefitted, without disproportionate effort to the results achieved. The term “indirect costs,” as used herein, applies to costs of this type that originate in the central service departments.

To ensure central service department costs are appropriately allocated to the operating departments, Willdan analyzed the City’s cost code structure to determine which types of costs are allowable versus unallowable in accordance with standard and accepted cost allocation principles. The term “allocable costs” as used herein, applies to costs that are allowable for allocation.

The study is comprised of two separate allocation plans. Table 1 is the summary results of the allocation in compliance with the guidelines of the Office of Management and Budget Super Circular (the OMB Super Circular) and Code of Federal Regulations Part 200 (Cost Principles). Table 2 is the summary results of the full plan. The report also includes descriptions of the differences between the two plans, their separate purposes, and specific details of when the plans deviate from each other.



**Table 1: Allocated Costs to Recipient Departments (OMB Compliant CAP)**

**Allocated Cost Summary**

**Fiscal Year 2022-2023**

Operating Department / Division / Fund	Total Allocation	Direct Cost Base	
		Modified Total Direct Cost	Indirect Cost Rate
	<b>\$844,783</b>	<b>\$10,237,532</b>	<b>8%</b>
<b>Operating Department</b>			
101: ASSET FORFEITURE	\$682	\$10,000	7%
101: CITY SERVICES	\$53,240	\$677,393	8%
101: COM DEV	\$37,961	\$417,560	9%
101: HCD AGREEMENT SEPT 2020	\$0	\$0	
101: LFA 2012 REVNU BOND-MCD	\$0	\$0	
101: LIBRARY LANDSCAPE DEBT	\$0	\$0	
101: PARKS	\$21,104	\$233,169	9%
101: PUBLIC SAFETY	\$305,247	\$3,600,999	8%
101: STREETS	\$26,482	\$287,854	9%
200: STREET IMPROVEMENT FUND	\$0	\$0	
260: SB1 ROAD MAINTENANCE & REHAB	\$0	\$0	
261: GAS TAX FUND	\$25,221	\$312,303	8%
263: TRANSPORTATION	\$14,493	\$160,238	9%
266: LTF-ART 8 STREETS & ROADS	\$0	\$0	
306: - COVID-19 ARPA FUND	\$8,175	\$86,629	9%
400: WELLNESS CENTER	\$78,710	\$896,182	9%
460: STATE PARKS	\$1,706	\$25,000	7%
552: WATER	\$123,409	\$1,618,723	8%
553: SEWER	\$68,966	\$857,729	8%
554: REFUSE	\$66,478	\$888,523	7%
556: VITA-PAKT	\$4,147	\$47,879	9%
660: RDA OBLIGATION RETIREMENT	\$0	\$0	
700: CDBG REVOLVING LN FUND	\$2,441	\$30,250	8%
720: HOME REVOLVING LN FUND	\$2,851	\$36,250	8%
781: CAL HOME RLF	\$171	\$2,500	7%
883: SIERRA VIEW ASSESSMENT	\$1,071	\$15,700	7%
884: HERITAGE ASSESSMENT DIST	\$259	\$3,800	7%
886: SAMOA	\$171	\$2,500	7%
887: SWEETBRIER TOWNHOUSES	\$464	\$6,796	7%
888: PARKSIDE	\$210	\$3,077	7%
889: SIERRA VISTA ASSESSMENT	\$163	\$2,395	7%
890: MAPLE VALLEY ASSESSMENT	\$184	\$2,700	7%
891: PELOUS RANCH	\$777	\$11,384	7%



**Table 2: Allocated Costs to Recipient Departments (Full CAP)**

<b>Allocated Cost Summary</b>		<b>Fiscal Year 2022-2023</b>	
Operating Department / Division / Fund	Total Allocation	Direct Cost Base	Indirect Cost Rate
		Modified Total Direct Cost	
	<b>\$974,783</b>	<b>\$10,237,532</b>	<b>10%</b>
<b>Operating Department</b>			
101: ASSET FORFEITURE	\$760	\$10,000	8%
101: CITY SERVICES	\$60,926	\$677,393	9%
101: COM DEV	\$44,471	\$417,560	11%
101: HCD AGREEMENT SEPT 2020	\$0	\$0	
101: LFA 2012 REVNU BOND-MCD	\$0	\$0	
101: LIBRARY LANDSCAPE DEBT	\$0	\$0	
101: PARKS	\$24,707	\$233,169	11%
101: PUBLIC SAFETY	\$353,765	\$3,600,999	10%
101: STREETS	\$31,078	\$287,854	11%
200: STREET IMPROVEMENT FUND	\$0	\$0	
260: SB1 ROAD MAINTENANCE & REHAB	\$0	\$0	
261: GAS TAX FUND	\$28,998	\$312,303	9%
263: TRANSPORTATION	\$16,965	\$160,238	11%
266: LTF-ART 8 STREETS & ROADS	\$0	\$0	
306: - COVID-19 ARPA FUND	\$9,628	\$86,629	11%
400: WELLNESS CENTER	\$91,730	\$896,182	10%
460: STATE PARKS	\$1,900	\$25,000	8%
552: WATER	\$140,462	\$1,618,723	9%
553: SEWER	\$79,233	\$857,729	9%
554: REFUSE	\$75,403	\$888,523	8%
556: VITA-PAKT	\$4,823	\$47,879	10%
660: RDA OBLIGATION RETIREMENT	\$0	\$0	
700: CDBG REVOLVING LN FUND	\$2,807	\$30,250	9%
720: HOME REVOLVING LN FUND	\$3,263	\$36,250	9%
781: CAL HOME RLF	\$190	\$2,500	8%
883: SIERRA VIEW ASSESSMENT	\$1,193	\$15,700	8%
884: HERITAGE ASSESSMENT DIST	\$289	\$3,800	8%
886: SAMOA	\$190	\$2,500	8%
887: SWEETBRIER TOWNHOUSES	\$517	\$6,796	8%
888: PARKSIDE	\$234	\$3,077	8%
889: SIERRA VISTA ASSESSMENT	\$182	\$2,395	8%
890: MAPLE VALLEY ASSESSMENT	\$205	\$2,700	8%
891: PELOUS RANCH	\$865	\$11,384	8%



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## Introduction

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In the early 1970s, the cost allocation plan concept was introduced to many government agencies. The purpose of a typical cost allocation plan is to identify costs related to rendering internal central support services and allocate those costs to operating departments or programs that utilize and benefit from their support, in a fair and equitable manner.

Before indirect costs and central support service charges may be claimed for reimbursement from an operating department, there must be some formal means of identifying, accumulating, and distributing these types of costs to all benefiting operating departments. The best method of accumulating, identifying, and determining a distribution of indirect costs is a cost allocation plan.

A City is made up of many departments, each with their own specific purposes or functions. Departments whose primary function is to provide support internally to other City departments are called central services. Examples of central services are City Manager, Finance, and City Council. Within these departments there are numerous functions performed that provides support to the operating departments also referred to as direct cost centers. The direct cost centers, or departments and funds, that require support from Central Services and provide services directly to the community through their day-to-day operations, are called operating departments. Examples of operating departments are Community Development, Public Safety, Streets, and Parks. The Cost Allocation Plan allocates the costs of the central services to the operating departments based on the nature of the functions of each central service, upon which the operating departments depend. This is done to determine the total cost associated with providing direct services necessary to serve the Lindsay community. The goal of the cost allocation plan process is to allow cities to allocate eligible central service costs to the operating departments, thus 1) accounting for “all” costs, direct and indirect, for each operating department, and 2) facilitating the calculation of a fully burdened cost estimate of providing services to the public.

The purpose of this study is to:

1. Identify the central support and operating departments in the City;
2. Identify the functions and services provided by the central departments;
3. Identify allocable and non-allocable costs associated with the City’s central service departments;  
and
4. Distribute those costs to operating entities in a fair and equitable manner.



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# Approach

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## Methodology

The way in which each Indirect Service provides support to the operating departments is determined in order to perform allocations in a manner consistent with the nature of that Indirect Service. This ensures that the costs can be allocated to each operating department in a fair and equitable way. The Cost Allocation Plan identifies the functions of each central service department, and then determines a methodology to allocate or spread the central service costs in a manner that best represents the nature of those functions.

The mathematical representations of central service functions used to allocate indirect costs are commonly called distribution bases. A distribution basis is a set of data displayed as the level of measure of each department's participation in a specific activity or City function. This basis is then used to distribute costs that reasonably relate to the activity or City function that the basis represents. Some examples of distribution bases are salary and benefits costs, number of full-time equivalent employees, total revenue, City Hall square footage, and number of IT devices. The data sets associated with these distribution bases for each department is collected to facilitate the allocation of indirect costs.

The methodology used for this Cost Allocation Plan is the iterative method, which is one of the most equitable and accurate methods for allocating costs from central services to operating departments. The iterative method utilizes a recursive application of central service cost distribution to allocate indirect costs. In the first step, the allocable costs of central service departments are identified and distributed to all departments including the central service departments themselves, based on the appropriate allocation bases that were selected to represent the manner in which central services are utilized. This is repeated ad infinitum until all costs have been distributed to the operating departments, and none remain with the central service departments.

As an example, consider the allocation of central service costs associated with City Manager. The function of the department of the City Manager is identified, and the appropriate distribution basis is determined to be modified total direct cost and total full-time equivalent personnel per department and fund. The allowable costs are then distributed to all City departments and funds based on their proportional share of the total full-time equivalent personnel and modified total direct cost, including other central services. The costs allocated from central service to central service in the initial allocation are then allocated out using the same distribution methodology. This function is performed as many times as necessary until all costs for City Manager have been allocated.

All central service departments are treated equally. That is to say, this method is performed concurrently for the allowable costs in each of the central service departments for each iteration until all costs associated with the central service departments have been allocated to each direct service department. The method is complete when the total amount of allocable costs remaining in the central service departments is equal to zero (see Table A-1 and A-2).



## Applications

Public agencies use cost allocation plans for many purposes such as internal accounting, the justification of user fees, application for reimbursement from federal programs or the determination of administrative effort associated with special districts and/or municipal service activities. In many of these cases, the agency will be required to certify that the costs identified are “reasonable”. Per the *Code of Federal Regulations*, a cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. The question of reasonableness is particularly important when determining the amount that a public agency should be reimbursed for central service overhead activities associated with a federally funded program. Additionally, public agencies should consider special care to only identify the portion of central service costs that have not been reimbursed through other means (such as grants, user fee revenues, transfers from other departments or internal service funds) to avoid double-counting. These cost reductions are done before the allocation methodologies are used and are detailed within the model itself.

## OMB Super Circular and 2 CFR Part 200

This report details the allocations for two separate cost allocation plans. The primary model, presented in text and tables in the below sections and in Appendix A, provides a plan that complies with the Office of Management and Budget Super Circular (the OMB Super Circular) and CFR Part 200 (Cost Principles) that are used to determine central overhead costs incurred while carrying out activities associated with Federal awards, cost reimbursement contracts and some other intergovernmental agreements (as required). The secondary model presented in Appendix B of this report is the full cost allocation plan, which the City should use for standard City operations and budgeting. Unless otherwise indicated, the details of this report and Appendix A contain the OMB compliant allocation plan. The Appendix B tables contain the full cost plan and utilize the same distribution methodology as the OMB Compliant plan. While the overall methodology used for both plans is the same, there are specific guidelines that require additional cost exemptions for OMB Super Circular compliance outside of what was done for the full cost plan. Where such exemptions are done in the methodology has been explained below. Some commonly encountered examples that are usually exempt under OMB Super Circular guidelines are:

- General Advertising
- Bad Debt
- Contingencies
- Litigation
- Debt Service
- Entertainment
- Capital
- Lobbying
- Legislative Body (City Council)
- Promotional Items



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## Central Service Departments

Five (5) central service functions were identified for the purposes of this cost allocation plan:

- City Attorney
- City Council
- City Manager
- Finance
- Non-Departmental or costs not readily assignable to a single central service department, for example City Sponsored community events.



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## Distribution Bases

Distribution bases are the allocation factors that may be used to distribute the allocable costs to all departments and funds. As discussed previously, distribution bases are measurable and readily available data that are utilized to represent activities or functions, and which are then used to distribute costs matching that activity or function. Below are the bases that were analyzed in this study and used to allocate Central Services costs to operating departments and their definitions.

- FTEs – The total number of full-time equivalent personnel for all positions for each department and fund.
- Modified Total Direct Cost – The total allowable expenditure budgeted for each department and fund for fiscal year 2022-23 which excludes capital, debt, and transfers.



# Allocable Costs and Distribution Bases

## Allocable Costs

Table 3 identifies the allocable cost of each central service department for the OMB compliant allocation plan, with the total allocable costs for this study being \$844,783. The total expenditures from the central service departments were \$974,783. However, \$130,000 of the expenditures were identified as unallowable by the 200 CFR Part 200 and have been excluded from allocation. Excluded expenditures for the OMB compliant plan pertained to:

- City Council expenditures
- Citywide community events – within Non-Departmental
- Membership to State lobbying organizations – within City Manager

The exclusions were related to City Council, lobbying, citywide advertising and promotion, and contingency costs. The remaining amount was distributed to the operating departments and the central services departments by distribution factor(s) that best represents the functions of each central service department and the demand placed on that central service by all City departments, as previously described in the Methodology section of this report. The allocation methodology for each central service is detailed in the following section of this report.

**Table 3: Allocable Cost Summary**

<b>Allocable Cost Summary - Central Services</b>		<b>Fiscal Year 2022-2023</b>	
	<b>Total Cost</b>	<b>Unallocable Cost</b>	<b>Allocable Cost</b>
<b>Summary</b>	<b>\$ 974,783</b>	<b>\$ 130,000</b>	<b>\$ 844,783</b>
<b>Central Service</b>			
101: CITY ATTORNEY	90,000	-	90,000
101: CITY COUNCIL	69,000	69,000	-
101: CITY MANAGER	214,210	31,000	183,210
101: FINANCE	254,393	-	254,393
101: NON-DEPARTMENTAL	347,180	30,000	317,180

\* As approved by Resolution 22-33 A Resolution of the City Council of the City of Lindsay Adopting the Fiscal Year 2022-2023 Operating Budget and the Fiscal Years 2023-2027 Five Year Capital Improvement Plan.



## Central Service Allocation Methodology

The first step of the iterative allocation method is to distribute the allocable costs of the central service departments to other central service departments and operating departments based on the distribution methodology and bases that best represent the activity of the central service, and the functions it serves. The sections below describe each central service and the methodology used to allocate their costs. Corresponding tables detailing each distribution are attached in the Appendices as tables A-1 through A-3 for the OMB compliant plan and B-1 for the full cost plan.

### Section 1: City Attorney

#### Allocation Method

Based on the assessment of the functions of the City Attorney, it is reasonable to distribute the allocable cost by using the method(s) described below.

- Fifty percent (50%) of the allocable cost was allocated based on the amount of modified total direct costs of each department and fund.
- Fifty percent (50%) of the allocable cost was allocated based on the total FTEs for each department and fund.

#### 101: CITY ATTORNEY

Modified Total Direct Cost	50%
Total FTEs	50%

### Section 2: City Council

The City Council represents the will of Lindsay residents and is collectively responsible for crafting policy as well as authorizing the expenditure of funds to achieve said will as a governing body. Under the Council-Manager form of government, the Council consists of five council members elected at large in staggered four-year terms. The Council's duties include but are not limited to: providing the residents of Lindsay with essential services such as public safety, clean drinking water and drivable roads; overseeing and authorizing spending for essential municipal services; participating in regional organizations, boards, and committees; making provisions for, budgeting for, and providing adequate financial resources and physical facilities for a full range of quality City services and activities that equitably provide for the quality of life for all economic, social, ethnic and age groups within the City; and ensuring the overall well-being of the City.

#### Allocation Method

Based on the assessment of duties of the City Council, it is reasonable to distribute the allocable cost by using the method(s) described below.

- Fifty percent (50%) of the allocable cost was allocated based on the amount of modified total direct costs of each department and fund.



- Fifty percent (50%) of the allocable cost was allocated based on the total FTEs for each department and fund.
- For the OMB plan the costs of City Council are not allocated to ensure OMB compliance.

### **101: CITY COUNCIL**

Modified Total Direct Cost	50%
Total FTEs	50%

## **Section 3: City Manager**

The City of Lindsay operates on the Council-Manager system of local government. This system combines the political leadership of elected officials in the form of the Council, with the strong managerial experience of the appointed City Manager. The City Manager provides executive direction and oversight of City operations, ensuring that City government responds in a timely and effective manner to constituent needs, and that City management and staff work collaboratively to address the issues and concerns of the community. The City Manager directly supervises all City Department Directors. The City Manager ensures that departments are operating at optimal capacity to best serve the residents of the community.

The City Manager’s Office staff includes the City Clerk & Assistant to the City Manager, the Human Resources Manager, the Executive Assistant/Deputy City Clerk, designated support staff, and selected Interns.

### **Allocation Method**

Based on the assessment of duties of the City Manager, it is reasonable to distribute the allocable cost by using the method(s) described below.

- Fifty percent (50%) of the allocable cost was allocated based on the amount of modified total direct costs of each department and fund.
- Fifty percent (50%) of the allocable cost was allocated based on the total FTEs for each department and fund.

### **101: CITY MANAGER**

Modified Total Direct Cost	50%
Total FTEs	50%

## **Section 4: Finance**

The Finance department is responsible for general ledger accounting, banking and investment, debt management, governmental accounting and reporting, accounts payable and accounts receivable, and utility billing.



## Allocation Method

Based on the assessment of the functions of the Finance Department, it is reasonable to distribute the allocable cost by using the method(s) described below.

- One hundred percent (100%) of the allocable cost was allocated based on the amount of modified total direct costs of each department and fund.

### **101: FINANCE**

Modified Total Direct Cost	100%
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## Section 5: Non-Departmental

The purpose of the Non-Departmental categorization is to accumulate those costs not easily associated with a particular cost center and to monitor certain expendable costs more easily for savings and control purposes.

## Allocation Method

Based on the assessment of the functions of Non-Departmental, it is reasonable to distribute the allocable cost by using the method(s) described below.

- One hundred percent (100%) of the allocable cost was allocated based on the amount of modified total direct costs of each department and fund.

### **101: NON-DEPARTMENTAL**

Modified Total Direct Cost	100%
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## Iterative Allocation

The total allocable expenditures of each central service department were allocated to other departments (including both operating departments and other central service departments) based on the individual methodologies outlined above in Sections 1 through 5 of the Allocation Percentages chapter. Any cost allocated from central service to central service is then reallocated out using the same methodology. This operation is done iteratively until all allocable cost is received by the operating departments and funds, and none remain with the central services. After completion of the iterative allocation method, a total combined allocable cost of \$844,783 was distributed to all departments and funds until the allocable cost remained only in the operating departments and funds, and the amount of allocable costs remaining in central service departments was equal to zero.

The full cost plan follows the same methodology with the exception that all disallowed costs that were excluded solely for OMB compliance, but were reasonable for the full plan, were made allowable and included in the allocation. See Table B-1 for additional details for the full cost plan.

After implementing the iterative allocation methodology, all allocable central service costs have been distributed to the operating departments and funds. Table 1 in the Executive Summary of this report summarized the distribution of the total allocable cost of \$844,783 to each recipient department for the OMB compliant CAP. Table 2 summarized the distribution of the total allocable cost of \$974,783 to each recipient department for the full cost CAP.



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## Appendix A

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Appendix A lists the tables detailing the allocation methodology performed in allocating central service costs for the OMB Compliant cost allocation plan.



**Table A-1: Initial Allocation Percentages (OMB Compliant CAP)**

Central Service/Operating Departments	Central Service Departments					101: NON-DEPARTMENTAL
	101: CITY ATTORNEY	101: CITY COUNCIL	101: CITY MANAGER	101: FINANCE		
101: CITY ATTORNEY	0.4%	0.4%	0.4%	0.8%		0.8%
101: CITY COUNCIL	0.3%	0.3%	0.3%	0.6%		0.6%
101: CITY MANAGER	1.6%	1.6%	1.6%	1.9%		1.9%
101: FINANCE	1.9%	1.9%	1.9%	2.3%		2.3%
101: NON-DEPARTMENTAL	1.5%	1.5%	1.5%	3.1%		3.1%
101: ASSET FORFEITURE	0.0%	0.0%	0.0%	0.1%		0.1%
101: CITY SERVICES	5.4%	5.4%	5.4%	6.0%		6.0%
101: COM DEV	5.0%	5.0%	5.0%	3.7%		3.7%
101: HCD AGREEMENT SEPT 2020	0.0%	0.0%	0.0%	0.0%		0.0%
101: LFA 2012 REVNU BOND-MCD	0.0%	0.0%	0.0%	0.0%		0.0%
101: LIBRARY LANDSCAPE DEBT	0.0%	0.0%	0.0%	0.0%		0.0%
101: PARKS	2.8%	2.8%	2.8%	2.1%		2.1%
101: PUBLIC SAFETY	35.9%	35.9%	35.9%	32.1%		32.1%
101: STREETS	3.6%	3.6%	3.6%	2.6%		2.6%
200: STREET IMPROVEMENT FUND	0.0%	0.0%	0.0%	0.0%		0.0%
260: SB1 ROAD MAINTENANCE & REHAB	0.0%	0.0%	0.0%	0.0%		0.0%
261: GAS TAX FUND	2.7%	2.7%	2.7%	2.8%		2.8%
263: TRANSPORTATION	1.9%	1.9%	1.9%	1.4%		1.4%
266: LTF-ART 8 STREETS & ROADS	0.0%	0.0%	0.0%	0.0%		0.0%
306: - COVID-19 ARPA FUND	1.1%	1.1%	1.1%	0.8%		0.8%
400: WELLNESS CENTER	9.8%	9.8%	9.8%	8.0%		8.0%
460: STATE PARKS	0.1%	0.1%	0.1%	0.2%		0.2%
552: WATER	11.5%	11.5%	11.5%	14.4%		14.4%
553: SEWER	7.3%	7.3%	7.3%	7.6%		7.6%
554: REFUSE	5.9%	5.9%	5.9%	7.9%		7.9%
556: VITA-PAKT	0.5%	0.5%	0.5%	0.4%		0.4%
660: RDA OBLIGATION RETIREMENT	0.0%	0.0%	0.0%	0.0%		0.0%
700: CDBG REVOLVING LN FUND	0.3%	0.3%	0.3%	0.3%		0.3%
720: HOME REVOLVING LN FUND	0.3%	0.3%	0.3%	0.3%		0.3%
781: CAL HOME RLF	0.0%	0.0%	0.0%	0.0%		0.0%
883: SIERRA VIEW ASSESSMENT	0.1%	0.1%	0.1%	0.1%		0.1%
884: HERITAGE ASSESSMENT DIST	0.0%	0.0%	0.0%	0.0%		0.0%
886: SAMOA	0.0%	0.0%	0.0%	0.0%		0.0%
887: SWEETBRIER TOWNHOUSES	0.0%	0.0%	0.0%	0.1%		0.1%
888: PARKSIDE	0.0%	0.0%	0.0%	0.0%		0.0%
889: SIERRA VISTA ASSESSMENT	0.0%	0.0%	0.0%	0.0%		0.0%
890: MAPLE VALLEY ASSESSMENT	0.0%	0.0%	0.0%	0.0%		0.0%
891: PELOUS RANCH	0.1%	0.1%	0.1%	0.1%		0.1%



**Table A-2: Final Allocation Percentages (OMB Compliant CAP)**

Central Service/Operating Departments	Central Service Departments					101: NON-DEPARTMENTAL
	101: CITY ATTORNEY	101: CITY COUNCIL	101: CITY MANAGER	101: FINANCE		
101: CITY ATTORNEY	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
101: CITY COUNCIL	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
101: CITY MANAGER	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
101: FINANCE	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
101: NON-DEPARTMENTAL	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
101: ASSET FORFEITURE	0.0%	0.0%	0.0%	0.0%	0.1%	0.1%
101: CITY SERVICES	5.7%	5.7%	5.7%	5.7%	6.6%	6.6%
101: COM DEV	5.3%	5.3%	5.3%	5.3%	4.1%	4.1%
101: HCD AGREEMENT SEPT 2020	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
101: LFA 2012 REVNU BOND-MCD	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
101: LIBRARY LANDSCAPE DEBT	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
101: PARKS	2.9%	2.9%	2.9%	2.9%	2.3%	2.3%
101: PUBLIC SAFETY	37.9%	37.9%	37.9%	37.9%	35.3%	35.3%
101: STREETS	3.7%	3.7%	3.7%	3.7%	2.8%	2.8%
200: STREET IMPROVEMENT FUND	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
260: SB1 ROAD MAINTENANCE & REHAB	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
261: GAS TAX FUND	2.9%	2.9%	2.9%	2.9%	3.0%	3.0%
263: TRANSPORTATION	2.0%	2.0%	2.0%	2.0%	1.6%	1.6%
266: LTF-ART 8 STREETS & ROADS	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
306: - COVID-19 ARPA FUND	1.2%	1.2%	1.2%	1.2%	0.9%	0.9%
400: WELLNESS CENTER	10.4%	10.4%	10.4%	10.4%	8.8%	8.8%
460: STATE PARKS	0.1%	0.1%	0.1%	0.1%	0.2%	0.2%
552: WATER	12.3%	12.3%	12.3%	12.3%	15.7%	15.7%
553: SEWER	7.8%	7.8%	7.8%	7.8%	8.4%	8.4%
554: REFUSE	6.3%	6.3%	6.3%	6.3%	8.6%	8.6%
556: VITA-PAKT	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%
660: RDA OBLIGATION RETIREMENT	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
700: CDBG REVOLVING LN FUND	0.3%	0.3%	0.3%	0.3%	0.3%	0.3%
720: HOME REVOLVING LN FUND	0.3%	0.3%	0.3%	0.3%	0.4%	0.4%
781: CAL HOME RLF	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
883: SIERRA VIEW ASSESSMENT	0.1%	0.1%	0.1%	0.1%	0.2%	0.2%
884: HERITAGE ASSESSMENT DIST	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
886: SAMOA	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
887: SWEETBRIER TOWNHOUSES	0.0%	0.0%	0.0%	0.0%	0.1%	0.1%
888: PARKSIDE	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
889: SIERRA VISTA ASSESSMENT	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
890: MAPLE VALLEY ASSESSMENT	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
891: PELOUS RANCH	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%



**Table A-3: Final Allocation Amounts (OMB Compliant CAP)**

Department Classification	Department	Central Service Departments					Total Allocation
		101: CITY ATTORNEY	101: CITY COUNCIL	101: CITY MANAGER	101: FINANCE	101: NON-DEPARTMENTAL	
		90,000	0	183,210	254,393	317,180	844,783
Central Service	101: CITY ATTORNEY	-	-	-	-	-	-
Central Service	101: CITY COUNCIL	-	-	-	-	-	-
Central Service	101: CITY MANAGER	-	-	-	-	-	-
Central Service	101: FINANCE	-	-	-	-	-	-
Central Service	101: NON-DEPARTMENTAL	-	-	-	-	-	-
Operating Department	101: ASSET FORFEITURE	44	-	90	244	304	682
Operating Department	101: CITY SERVICES	5,140	-	10,463	16,751	20,886	53,240
Operating Department	101: COM DEV	4,746	-	9,662	10,483	13,070	37,961
Operating Department	101: HCD AGREEMENT SEPT 2020	-	-	-	-	-	-
Operating Department	101: LFA 2012 REVNU BOND-MCD	-	-	-	-	-	-
Operating Department	101: LIBRARY LANDSCAPE DEBT	-	-	-	-	-	-
Operating Department	101: PARKS	2,622	-	5,337	5,851	7,295	21,104
Operating Department	101: PUBLIC SAFETY	34,142	-	69,502	89,729	111,874	305,247
Operating Department	101: STREETS	3,368	-	6,856	7,236	9,022	26,482
Operating Department	200: STREET IMPROVEMENT FUND	-	-	-	-	-	-
Operating Department	260: SB1 ROAD MAINTENANCE & REHAB	-	-	-	-	-	-
Operating Department	261: GAS TAX FUND	2,577	-	5,246	7,744	9,655	25,221
Operating Department	263: TRANSPORTATION	1,798	-	3,661	4,020	5,013	14,493
Operating Department	266: LTF-ART 8 STREETS & ROADS	-	-	-	-	-	-
Operating Department	306: - COVID-19 ARPA FUND	1,076	-	2,191	2,184	2,723	8,175
Operating Department	400: WELLNESS CENTER	9,339	-	19,010	22,414	27,947	78,710
Operating Department	460: STATE PARKS	110	-	224	610	761	1,706
Operating Department	552: WATER	11,111	-	22,619	39,914	49,765	123,409
Operating Department	553: SEWER	6,984	-	14,218	21,258	26,505	68,966
Operating Department	554: REFUSE	5,712	-	11,627	21,870	27,268	66,478
Operating Department	556: VITA-PAKT	481	-	980	1,196	1,491	4,147
Operating Department	660: RDA OBLIGATION RETIREMENT	-	-	-	-	-	-
Operating Department	700: CDBG REVOLVING LN FUND	249	-	507	750	935	2,441
Operating Department	720: HOME REVOLVING LN FUND	276	-	561	896	1,118	2,851
Operating Department	781: CAL HOME RLF	11	-	22	61	76	171
Operating Department	883: SIERRA VIEW ASSESSMENT	69	-	141	383	478	1,071
Operating Department	884: HERITAGE ASSESSMENT DIST	17	-	34	93	116	259
Operating Department	886: SAMOA	11	-	22	61	76	171
Operating Department	887: SWEETBRIER TOWNHOUSES	30	-	61	166	207	464
Operating Department	888: PARKSIDE	14	-	28	75	94	210
Operating Department	889: SIERRA VISTA ASSESSMENT	11	-	21	58	73	163
Operating Department	890: MAPLE VALLEY ASSESSMENT	12	-	24	66	82	184
Operating Department	891: PELOUS RANCH	50	-	102	278	347	777



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## Appendix B

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Appendix B provides the table detailing the allocation performed in allocating central service costs for the full cost allocation plan. The methodology for the full plan is the same as for the OMB compliant plan, as it is the most reasonable and represents how indirect support is provided in the City. The difference between the two plans, as has been described in this report, is in the costs that can be allocated.



**Table B-1: Final Allocation Amounts (Full CAP)**

Department Classification	Department	Central Service Departments					Total Allocation
		101: CITY ATTORNEY	101: CITY COUNCIL	101: CITY MANAGER	101: FINANCE	101: NON-DEPARTMENTAL	
		90,000	69,000	214,210	254,393	347,180	974,783
Central Service	101: CITY ATTORNEY	-	-	-	-	-	-
Central Service	101: CITY COUNCIL	-	-	-	-	-	-
Central Service	101: CITY MANAGER	-	-	-	-	-	-
Central Service	101: FINANCE	-	-	-	-	-	-
Central Service	101: NON-DEPARTMENTAL	-	-	-	-	-	-
Operating Department	101: ASSET FORFEITURE	44	34	105	244	333	760
Operating Department	101: CITY SERVICES	5,140	3,940	12,233	16,751	22,861	60,926
Operating Department	101: COM DEV	4,746	3,639	11,297	10,483	14,306	44,471
Operating Department	101: HCD AGREEMENT SEPT 2020	-	-	-	-	-	-
Operating Department	101: LFA 2012 REVNU BOND-MCD	-	-	-	-	-	-
Operating Department	101: LIBRARY LANDSCAPE DEBT	-	-	-	-	-	-
Operating Department	101: PARKS	2,622	2,010	6,239	5,851	7,985	24,707
Operating Department	101: PUBLIC SAFETY	34,142	26,176	81,262	89,729	122,456	353,765
Operating Department	101: STREETS	3,368	2,582	8,016	7,236	9,875	31,078
Operating Department	200: STREET IMPROVEMENT FUND	-	-	-	-	-	-
Operating Department	260: SB1 ROAD MAINTENANCE & REHAB	-	-	-	-	-	-
Operating Department	261: GAS TAX FUND	2,577	1,976	6,133	7,744	10,568	28,998
Operating Department	263: TRANSPORTATION	1,798	1,379	4,280	4,020	5,487	16,965
Operating Department	266: LTF-ART 8 STREETS & ROADS	-	-	-	-	-	-
Operating Department	306: - COVID-19 ARPA FUND	1,076	825	2,562	2,184	2,981	9,628
Operating Department	400: WELLNESS CENTER	9,339	7,160	22,227	22,414	30,590	91,730
Operating Department	460: STATE PARKS	110	85	262	610	833	1,900
Operating Department	552: WATER	11,111	8,519	26,446	39,914	54,472	140,462
Operating Department	553: SEWER	6,984	5,355	16,623	21,258	29,012	79,233
Operating Department	554: REFUSE	5,712	4,379	13,595	21,870	29,847	75,403
Operating Department	556: VITA-PAKT	481	369	1,145	1,196	1,632	4,823
Operating Department	660: RDA OBLIGATION RETIREMENT	-	-	-	-	-	-
Operating Department	700: CDBG REVOLVING LN FUND	249	191	593	750	1,024	2,807
Operating Department	720: HOME REVOLVING LN FUND	276	211	656	896	1,223	3,263
Operating Department	781: CAL HOME RLF	11	8	26	61	83	190
Operating Department	883: SIERRA VIEW ASSESSMENT	69	53	165	383	523	1,193
Operating Department	884: HERITAGE ASSESSMENT DIST	17	13	40	93	127	289
Operating Department	886: SAMOA	11	8	26	61	83	190
Operating Department	887: SWEETBRIER TOWNHOUSES	30	23	71	166	226	517
Operating Department	888: PARKSIDE	14	10	32	75	103	234
Operating Department	889: SIERRA VISTA ASSESSMENT	11	8	25	58	80	182
Operating Department	890: MAPLE VALLEY ASSESSMENT	12	9	28	66	90	205
Operating Department	891: PELOUS RANCH	50	38	119	278	379	865



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# City of Lindsay, CA

## User Fee Study





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## Executive Summary

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The City of Lindsay engaged Willdan Financial Services (Willdan) to determine the full costs incurred by the City to support the various activities for which the City charges user fees. Due to the complexity and the breadth of performing a comprehensive review of fees, Willdan employed three methodologies to identify the full costs of individual fee and program activities. This report and the appendices herein identify reasonable full cost recovery for City services.

The recommended fees identified herein are either at or less than full cost recovery as determined through discussion with departmental staff.



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# User Fee Background

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## Background

Local governments adopt user fees to fund programs and services that provide a direct benefit to an individual or a group of individuals. Specifically, user fees may be adopted by local government agencies to fund programs and services that provide only a limited benefit or no direct benefit to the community as a whole. As cities struggle to maintain levels of service cities have implemented cost-recovery targets to continue to provide programs and services that have a limited impact to the community at large.

Unlike most revenue sources, cities have more control over the level of user fees they charge to recover costs, or the subsidies they institute. To the extent that governments use general tax monies to provide individuals with private benefits and not require them to pay the full cost of the service (and, therefore, receive a subsidy), the government is limiting funds that may otherwise be available to provide other community-wide benefits. In effect, the local government can decide to use community funds to pay for private benefits to certain individuals by electing to recover less than the full cost to provide these programs and services.

Fees in California are required to conform to the statutory requirements of the California Constitution, Proposition 218, Proposition 26, and the California Code of Regulations. The Code also requires that the City Council adopt fees by either ordinance or resolution, and that any fees in excess of the estimated total cost of rendering the related services must be approved by a popular vote of two-thirds of those electors voting because the charge would be considered a tax and not a fee. The recommended fees identified herein are either at or less than full cost recovery.

## California User Fee History

Proposition 13 (1978) established the era of revenue limitation in California local government. In subsequent years, the state saw a series of additional limitations to local government revenues. Proposition 4 (1979) defined the difference between a tax and a fee: a fee can be no greater than the cost of providing the service; and Proposition 218 (1996) further limited the imposition of taxes for certain classes of fees. As a result, cities were required to secure a supermajority vote in order to enact or increase taxes. Compounding this limitation, the State of California took a series of actions in the 1990's and 2000's to improve the State's fiscal situation—at the expense of local governments. As an example, in 2004-05, the Educational Revenue Augmentation Funds (“ERAF”) take-away of property taxes and the reduction of Vehicle License Fees have severely reduced local tax revenues.

In addition, on November 2, 2010, California voters approved Proposition 26, the “Stop Hidden Taxes Initiative”, which is aimed at defining “regulatory fees” as a special tax rather than a fee, thus requiring approval by two-thirds vote of local voters. These regulatory fees are typically intended to mitigate the societal and environmental impacts of a business or person's activities. Proposition 26 contains seven categories of exceptions. The vast majority of fees that cities would seek to adopt as part of a user fee study will most likely fall into one or more of these exemptions.



The historical trend toward revenue limitation for local governments has raised the need for cities to reduce potential subsidies provided by the General Fund and focus on recovering the cost of those programs and services providing primarily providing a limited private benefit to certain individuals from the individual fee payers benefiting from those programs and services.

## Additional Policy Considerations

The recent trend for municipalities is to update their fee schedules to reflect the actual costs of certain public services primarily benefitting the users of those services. User Fees recover costs associated with the provision of specific services benefiting the user, thereby reducing the use of General Fund monies for such purposes.

In addition to collecting the direct cost of labor and materials associated with processing and administering user services, it is common for local governments to recover reasonable support costs. Support costs are those costs relating to a local government's central service departments that are properly allocable to the local government's operating departments. Central service support costs were incorporated using the resulting indirect overhead percentages determined through the Cost Allocation Plan. This plan was developed prior to the User Fee study to determine the burden placed upon central services by the operating departments in order to allocate a proportionate share of central service cost.

As labor effort and costs associated with the provision of services fluctuate over time, a significant element in the development of any fee schedule is that it has the flexibility to remain current. Therefore, it is recommended that the City include an inflationary factor in the resolution adopting the fee schedule to allow the City Council, by resolution, to annually increase or decrease the fees in instances where a fully updated comprehensive user fee study cannot be completed.

The City may employ many different inflationary factors. The most commonly used inflator is some form of the Consumer Price Index (CPI) as it is widely well known and accepted. A similar inflator is the implicit price deflator for GDP, which is much like the CPI except that while the CPI is based on the same "basket" of goods and services every year, the price deflators' "basket" can change year to year. Since the primary factor for the cost of a City's services is usually the costs of the personnel involved, tying an inflationary factor that connects more directly to the personnel costs can be suitable if there is a clear method, or current practice of obtaining said factor.

Each City should use an inflator that they believe works the best for their specific situation and needs. It is also recommended that the City perform this internal review annually with a comprehensive review of services and fees performed every three to five years, which would include adding or removing fees for any new or eliminated programs/services.



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## Study Objective

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As the City of Lindsay seeks to efficiently manage limited resources and adequately respond to increased service demands, it needs a variety of tools. These tools provide assurance that the City has the best information and the best resources available to make sound decisions, fairly and legitimately set fees, maintain compliance with state law and local policies, and meet the needs of the City administration and its constituency. Given the limitations on raising revenue in local government, the City recognizes that a User Fee Study is a very cost-effective way to understand the total cost of services and identify potential fee deficiencies. Essentially, a User Fee is a payment for a requested service provided by a local government that primarily benefits an individual or group.

The total cost of each service included in this analysis is based on the full cost of providing City services, including direct salaries and benefits of City staff, direct departmental costs, and indirect costs from central service support department. This study determines the full cost recovery fee for the City to provide each service; however, each fee is set at the City's discretion, up to 100% of the total cost, as specified in this report.

The principal goal of the study was to help the City determine the full cost of the services that the City provides. In addition, Willdan established a series of additional objectives including:

- Developing a rational basis for setting fees
- Identifying subsidy amount, if applicable, of each fee in the model
- Ensuring compliance with State law
- Developing an updatable and comprehensive list of fees
- Maintaining accordance with City policies and goals

The study results will help the City better understand its true costs of providing services and may serve as a basis for making informed policy decisions regarding the most appropriate fees, if any, to collect from individuals and organizations that require individualized services from the City.

## Scope of the Study

The scope of this study encompasses a review and calculation of the user fees charged by the following Lindsay departments and fee groups:

- Finance & Administration
- Building
- Planning
- Public Safety
- Recreation – Wellness and Aquatic Center



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The study involved the identification of existing and potential new fees, fee schedule restructuring, data collection and analysis, orientation and consultation, quality control, communication and presentations, and calculation of individual service costs (fees) or program cost recovery levels.

## **Aim of the Report**

The User Fee Study focused on the cost of City services, as City staff currently provides them at existing, known, or reasonably anticipated service and staff levels. This report provides a summary of the study results, and a general description of the approach and methods Willdan and City staff used to determine the recommended fee schedule.



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# Project Approach and Methodology

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## Conceptual Approach

The basic concept of a User Fee Study is to determine the “reasonable cost” of each service provided by the City for which it charges a user fee. The full cost of providing a service may not necessarily become the City’s fee, but it serves as the objective basis as to the maximum amount that may be collected.

The standard fee limitation established in California law for property-related (non-discretionary) fees is the “estimated, reasonable cost” principle. In order to maintain compliance with the letter and spirit of this standard, every component of the fee study process included a related review. The use of budget figures, time estimates, and improvement valuation indicates reliance upon estimates for some data.

## Fully Burdened Hourly Rates

The total cost of each service included in this analysis is primarily based on the Fully Burdened Hourly Rates (FBHRs) that were determined for City personnel directly involved in providing services. The FBHRs include not only personnel salary and benefits, but also any costs that are reasonably ascribable to personnel. The cost elements that are included in the calculation of fully burdened rates are:

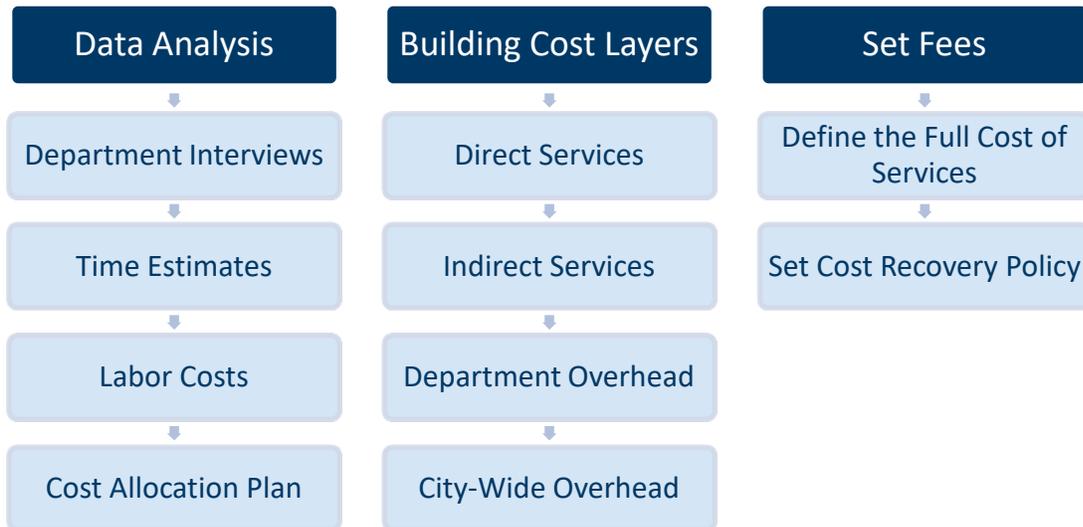
- Salaries & benefits of personnel involved
- Operating costs applicable to fee operations
- Departmental support, supervision, and administration overhead
- Internal Service Costs charged to each department
- Indirect City-wide overhead costs calculated through the Cost Allocation Plan

An important factor in determining the fully burdened rate is in the calculation of productive hours for personnel. This calculation takes the available workable hours in a year of 2,080 and adjusts this figure to account for calculated or anticipated hours’ employees are involved in non-billable activities such as paid vacation, sick leave, emergency leave, holidays, and other considerations as necessary. Dividing the full cost by the number of productive hours provides the FBHR.

The FBHRs are then used in conjunction with time estimates, when appropriate, to calculate a fees' cost based on the personnel and the amount of their time that is involved in providing each service.

## Summary Steps of the Study

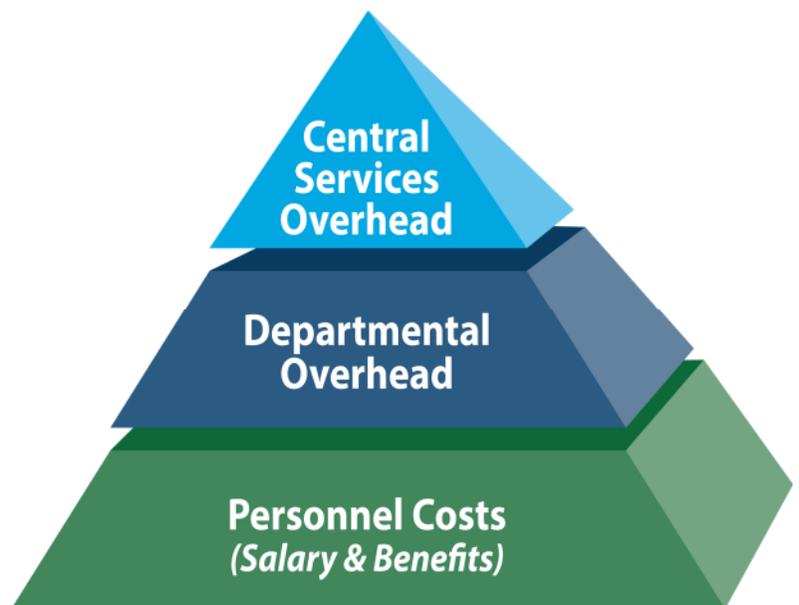
The methodology to evaluate most User Fee levels is straightforward and simple in concept. The following list provides a summary of the study process steps:



## Allowable Costs

This report identifies three types of costs that, when combined, constitute the fully burdened cost of a service (**Appendix A**). Costs are defined as direct labor, including salary and benefits, departmental overhead costs, and the City’s central services overhead, where departmental and central service overhead costs constitute support costs. These cost types are defined as follows:

- **Direct Labor (Personnel Costs):** The costs related to staff salaries for time spent directly on fee-related services.
- **Departmental Overhead:** A proportional allocation of departmental overhead costs, including operation costs such as supplies and materials that are necessary for the department to function.
- **Central Services Overhead:** These costs, detailed in the City’s Cost Allocation Plan, represent services provided by those Central Services Departments whose primary function is to support other City departments.





## Methodology

The three methods of analysis for calculating fees used in this report are the:

**Case Study Method (Standard Unit Cost Build-Up Approach):** This approach estimates the actual labor and material costs associated with providing a unit of service to a single user. This analysis is suitable when City staff time requirements do not vary dramatically for a service, or for special projects where the time and cost requirements are easy to identify at the project's outset. Further, the method is effective in instances when a staff member from one department assists on an application, service or permit for another department on an as-needed basis. Costs are estimated based upon interviews with City staff regarding the time typically spent on tasks, a review of available records, and a time and materials analysis.

**Programmatic Approach:** In some instances, the underlying data is not available or varies widely, leaving a standard unit cost build-up approach impractical. In addition, market factors and policy concerns (as opposed to actual costs) tend to influence fee levels more than other types of services. Willdan employed a different methodology where appropriate to fit the programs' needs and goals. Typical programmatic approach cases are facility use fees, penalties, and instances where a program cost is divided over the user base to obtain a per applicant cost for shared cost services.

**Valuation Based Fees:** This manner of collection is used when the valuation of the improvement can be used as a proxy for the amount of effort it would take for City staff to complete the service provided. More specifically, this approach is commonly used for certain User Fees in the Building Division. It is generally accepted that as a project's size scales up, the cost of the project increases, and the amount of effort needed to review and inspect also increases. Using a valuation-based fee provides for a system that can adjust as project sizes scale. Land is not included in the valuation.

## Quality Control/Quality Assurance

All study components are interrelated, thus flawed data at any step in the process will cause the ultimate results to be inconsistent and unsound. The elements of our Quality Control process for User Fee calculations include:

- Involvement of knowledgeable City staff
- Clear instructions and guidance to City staff
- Reasonableness tests and validation
- Normalcy/expectation ranges
- FTE balancing
- Internal and external reviews
- Cross-checking



## Reasons for cost increases/decreases over current fees

Within the fee tables in **Appendix C**, the differences identified between the full costs calculated through the study and the fee levels currently in effect. The reasons for differences between the two can arise from a number of possible factors including:

- Previous fee levels may have been set at levels less than full cost intentionally, based on policy decisions
- Staffing levels and the positions that complete fee and service activity may vary from when the previous costs were calculated
- Personnel and materials costs could have increased at levels that differed from any inflationary factors used to increase fees since the last study
- Costs that this study has identified as part of the full cost of services may not have been accounted for in a previous study
  - Departmental overhead and administration costs
  - Indirect overhead from the Cost Allocation Plan
- Changes in processes and procedures within a department, or the City as a whole

## City Staff Contributions

As part of the study process, Willdan received tremendous support and cooperation from City staff, which contributed and reviewed a variety of components to the study, including:

- Budget and other cost data
- Staffing structures
- Fee and service structures, organization, and descriptions
- Direct and indirect work hours (billable/non-billable)
- Time estimates to complete work tasks
- Frequency and current fee levels
- Review of draft results and other documentation

A User Fee Study requires significant involvement of the managers and line staff from the departments—on top of their existing workloads and competing priorities. The contributions from City staff were critical to this study. We would like to express our appreciation to the City and its staff for their assistance, professionalism, positive attitudes, helpful suggestions, responsiveness, and overall cooperation.



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# Lindsay User Fees

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## Cost Recovery

The cost recovery models, by department and or division fee type, are presented in detail in **Appendix C**. Full cost recovery is determined by summing the estimated amount of time each position (in increments of minutes or hours) spends to render a service. Time estimates for each service rendered were predominately determined by Willdan and City Staff through a time and materials survey conducted for each department/division fee included in the study. The resulting cost recovery amount represents the total cost of providing each service. The City's current fee being charged for each service, if applicable, is provided in this section, as well, for reference.

It is important to note that the time and materials survey used to determine the amount of time each employee spends assisting in the provision of the services listed on the fee schedule is essential in identifying the total cost of providing each service. Specifically, in providing services, a number of employees are often involved in various aspects of the process, spending anywhere from a few minutes to several hours on the service.

The principal goal of this study was to identify the cost of City services, to provide information to help the City make informed decisions regarding the actual fee levels and charges.

In setting the level of full cost recovery for each fee, one should consider whether the service solely benefits one end user or the general community. City staff assumes the responsibility to develop specific fee level recommendations to present to the City Council for their final review and ultimate approval. The City of Lindsay is under specific guidance to develop and present to Lindsay City Council a fee schedule that meets the recommendations of CA State Auditors Report 2020-805.

## Subsidization

Recalling the definition of a user fee helps guide decisions regarding subsidization. The general standard is that individuals (or groups) whom receive a wholly private benefit should pay 100% of the full cost of the services. In contrast, services that are 100% public benefit should be funded entirely by the general fund's tax dollars. Many services fall into the range between these two extremes.

Further complicating the decision, opponents of fees often assert that the activities subject to the fees provide economic, cultural, "quality of life," or other community benefits that exceed the costs to the City.

It is recommended the City consider such factors during its deliberations regarding appropriate fee levels.

Of course, subsidization can be an effective public policy tool, since it can be used to reduce fees to encourage certain activities (such as compliance inspections to ensure public safety) or allow some people to be able to afford to receive services they otherwise could not at the full cost. In addition, subsidies can be an appropriate and justifiable action, such as to allow citizens to rightfully access services, without burdensome costs.



Despite the intent, it is important for the City and public to understand that subsidies must be covered by another revenue source, and in most instances by the General Fund. In such instances therefore, funds provided by the general taxpayer may potentially be used to help fund and provide private benefits to an individual or group. Also in such instances, other City services may not receive those General funds that are otherwise spent to provide such subsidies.

## Impact on Demand (Elasticity)

Economic principles of elasticity suggest that increased costs for services (higher fees) will eventually curtail the demand for the services; whereas lower fees may spark an incentive to utilize the services and encourage certain actions. Either of these conditions may be a desirable effect to the City. However, the level of the fees that would cause demand changes is largely unknown. The cost of service study did not attempt to evaluate the economic or behavioral impacts of higher or lower fees; nevertheless, the City should consider the potential impacts of these issues when deciding on fee levels.

## Summary

If the City's principal goal of this study were to maximize revenues from user fees, Willdan would recommend setting user fees at 100% of the full cost identified in this study. However, we understand that revenue enhancement is not the only goal of a cost of service study, and sometimes full-cost recovery is not needed, desired, or appropriate. Other City and departmental goals, City Council priorities, policy initiatives, past experience, implementation issues, and other internal and external factors may influence staff recommendations and City Council decisions. In this case, the proper identification of additional services (new or existing services) and creation of a consistent and comprehensive fee schedule was the primary objective of this study. City staff has reviewed the full costs and identified the "recommended fee levels" for consideration by City Council. The attached appendices exhibit these unit fees individually.

The preceding sections provide background for each department or division and the results of this study's analysis of their fees. For the full list of each fee's analysis, refer to **Appendix C** of this report.



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## Finance & Administration

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The Finance department is responsible for general ledger accounting, banking and investment, debt management, governmental accounting and reporting, accounts payable and accounts receivable, and utility billing.

### Analysis

Willdan individually reviewed the services associated with the Finance Department. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

The analysis of Finance services relied primarily upon a standard unit cost build-up approach, whereby we determined the reasonable cost of each fee occurrence using staff time to recover the direct cost of staff and pro-rata share of departmental costs, including indirect costs for City Central Services. Willdan then compared the calculated full cost against the current fee amount to determine, if charged, whether the current fee is recovering costs associated with the requested service. The analysis found that a few of the current fees are set below the cost of service. The suggested fee amounts being recommended are detailed in **Appendix C** with some levels of subsidy suggested to remain. As a result, there would be:

- An increase to 4 fees;
- 1 new Credit Card Convenience fee would be added, and;
- 11 fees would remain as currently set.



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## Building

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The City Services department manages the physical condition of the community and its environment. While some of the work City Services may do is out of sight because it deals with underground infrastructure or is done at the treatment plant, much of the work is either in plain view including street repair projects and can be experienced in the daily life of City residents for example through water taste and quality.

The City Services Department is comprised of the following sub departments: maintenance, streets, parks, building, code enforcement, planning, engineering, water, wastewater, storm drain utilities, refuse services, and special districts.

## Analysis

Willdan individually reviewed the services associated with Building. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

The analysis of Building Services relied primarily upon a standard unit cost build-up approach, whereby we determined the reasonable cost of each fee occurrence using staff time to recover the direct cost of staff and the pro-rata share of departmental costs, including indirect costs for City Central Services. The analysis found that the current fees are subsidizing the cost of service. It is recommended that the City set Building fees at cost recovery levels as detailed in [Appendix C](#) for each specific fee, with many fees increasing to achieve full cost recovery. As a result, there would be:

- an increase to 28 fees;
- 9 fees would decrease;
- 7 new fees would be added, including a General Plan Update fee;
- 8 fees would remain as currently set, and;
- the average estimated fee increase for Building would be at around 20% for flat fee services.

In addition to the above referenced fees listed under Building, the Building Permit fees are also provided by this Department. For the Building Permit fees, valuation is used as a proxy for measuring the amount of effort needed to provide services on a case-by-case basis. This method is an industry standard widely used by other jurisdictions to evaluate the cost of providing service. It is generally understood that the larger and more complex a project is, more time and effort that is required to provide code compliance services. Project valuation also follows that trend, and so by using a combination of either project valuation or historical revenue figures along with a multiplier or cost recovery analysis for historical and anticipated future trends, current cost recovery along with variability in charges due to project type and scale is determined. The result of the cost analysis completed for the Building Permit program found that the program is currently operating at 28% cost recovery. It is suggested that the fees be increased to raise cost recovery to 100%.



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## Planning

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The Lindsay Department of Planning and Economic Development is involved in almost every project as it follows City Council directives in supporting businesses, city services, parks, water, wastewater and curb and gutter; creating a better business community for the City; participating in the sorting of forms required to establish business in the community; encouraging interaction between the Chamber of Commerce; and highlighting all the City can offer to businesses.

## Analysis

Willdan individually reviewed the services associated with the Planning Department. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

The analysis of Planning Services relied primarily upon a standard unit cost build-up approach, whereby we determined the reasonable cost of each fee occurrence using staff time to recover the direct cost of staff and the pro-rata share of departmental costs, including indirect costs for City Central Services. The analysis found that the current fees are subsidizing the cost of most services. It is recommended that the City set Planning fees at cost recovery levels as detailed in **Appendix C** for each specific fee to achieve full cost recovery for services. As a result, there would be:

- an increase to 32 fees;
- 1 fee would decrease;
- 9 new fees would be added, and;
- the average estimated fee increase for existing Planning services would be at around 60%.



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## Public Safety

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Under the roof of the Lindsay Department of Public Safety you will find three separate but well-aligned components. Public Safety encompasses full-time police and fire personnel, along with animal control services. An entity that is closely tied to all three is the records unit, falling primarily under the police umbrella. To date our law enforcement personnel still act as firefighters, in the evening and weekend hours, when dedicated fire personnel are not on duty. The duties of police include identifying and solving problems throughout the City, maintaining a proactive approach on crime and ensuring the safety and quality of life of those that live, work, or worship in the community. The City's law enforcement staff embraces a great working relationship with residents and the Lindsay Unified School District as well. The Public Safety Department prides itself on the small-town relationships established and take every effort to develop community-oriented policing networks.

Fire protection services include just that, responding to fire emergencies, along with assisting with medical aid responses. A proactive approach is also taken on weed abatement and other measures to prevent or at least minimize fire damage and maintain safety of our residents.

Animal control service responsibilities include patrolling the community for stray animals or municipal code violations related to animal control and educating animal owners. Those captured are provided with humane treatment and proper sheltering, until the owner can be located, or the animal can be adopted.

## Analysis

Willdan individually reviewed the services associated with the Public Safety Department. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

The services included in Public Safety are a mixture of fines and user fees. Fines are set to deter the listed activities, and the analysis of the user fees relied primarily upon a standard unit cost build-up approach, whereby we determined the reasonable cost of each fee occurrence using staff time to recover the direct cost of staff and the pro-rata share of departmental costs, including indirect costs for City Central Services. The analysis found that the current fees are subsidizing the cost of most cost-based services. It is recommended that the City set Public Safety fees at cost recovery levels as detailed in [Appendix C](#) for each specific fee to achieve greater cost recovery. As a result, there would be:

- an increase to 10 fees;
- 2 fees would decrease, and;
- 31 fees and penalties would remain as currently set.



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## Recreation – Wellness and Aquatic Center

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The Wellness Center offers a variety of services in the areas of aquatics, fitness, and recreation. The Wellness Center boasts a state-of-the-art eight-lane swimming pool and a sloped-entry kiddie pool area; it offers pool rental to the community and serves as the home of the Lindsay High School Swim Team as well as the Skimmers, a local competitive youth swim team. Various fitness and exercise classes are also offered, as well as a full gym with various exercise machines and a free weights area. The Wellness Center is also grateful to count Pro-PT Physical Therapy and OMNI Family Health as valued tenants providing additional health resources to the Lindsay community.

In addition to the offerings found at the Wellness Center, the Department of Recreation oversees other facilities around town such as the Olive Bowl, Harvard Park, and the Lindsay Sports Complex. Special community events include Summer Night Lights and the Annual Salute to Service Run/Walk.

### Analysis

Willdan individually reviewed the services associated with the Recreation – Wellness and Aquatic Center Department. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

The analysis of most Recreation programs encompassed facility rentals and other associated recreation services. The fee for use of government owned facilities and property can be set discretionally by the City per Proposition 26 based on market or policy factors. The cost of acquisition, maintenance, repair, and upgrade to the City and subsequently the community can be offset by rental or facility use fee revenue. As such fees should be set using the knowledge of activity use for the facilities, policy desires of the City, and market factors when desirable. It is generally accepted that some Recreation programs provide a measure of public benefit to the residents and City as a whole. In addition, cities generally want to ensure that their programs and services remain affordable to the community at large, and that the programs remain competitive with surrounding jurisdictions and private businesses.

An analysis of the City's Recreation Services was done to determine the reasonable cost of each fee occurrence using direct service staff time to recover the direct cost of that staff using their full burdened hourly rates. A cost analysis was also completed for the Wellness Center which found that the program is currently operating at approximately a 70% cost recovery.

The suggested fee amounts that are being recommended are to achieve greater cost recovery and are detailed in **Appendix C**. As a result, there would be:

- An increase to 29 fees;
- A decrease to 1 fee;
- 8 new fees would be added, and;
- 6 fees would remain as currently set.



## Appendix A – Total Allowable Cost to be Recovered

Below are the total allowable costs that may be recovered through User Fees; however, only a percentage of the total cost is realized as staff doesn't just work on services related to User Fees, but also works on an array of other City functions during the operational hours of the City. The amounts listed below will not reconcile to City budgets as costs that should not be included in overhead for personnel in the application of determining fully burdened hourly rates were excluded. Examples of these costs are capital, debt, monetary transfers, passthrough contract costs, and any other costs that is charged directly to the service requestor.

### City of Lindsay - User Fee Overhead Rate Calculations

Department	Salaries and Benefits	Department Operational Costs	Direct Overhead %	Indirect Allocation %
101: CITY MANAGER	108,410	95,800	88%	0%
101: FINANCE	141,993	130,078	92%	0%
101: COM DEV	367,615	69,153	19%	11%
101: PUBLIC SAFETY	2,998,452	1,074,906	36%	10%
101: CITY SERVICES	345,350	145,072	42%	9%
101: STREETS	249,217	67,914	27%	11%
101: PARKS	161,891	77,351	48%	11%
400: WELLNESS CENTER	370,161	301,786	82%	10%
552: WATER	564,330	473,762	84%	9%
553: SEWER	381,726	275,218	72%	9%
554: REFUSE	234,659	58,064	25%	8%



## Appendix B – Fully Burdened Hourly Rates

Below are fully burdened hourly rates of staff positions that provide for the services detailed in [Appendix C](#). The FBHRs were used to determine the full cost of each service. They include the salary and benefit costs for each position as well as all applicable overhead amounts for each position. For positions in central service departments, such as the City Clerk and Finance, what is shown is the salary and benefit rate only, as the overhead of central service departments is recovered through the cost allocation plan. When a central service department position works on a fee or project in the purview of an operating department, the overhead rates of the operating department (shown in [Appendix A](#)) will be applied to that central service positions' salary and benefit rate for full cost recovery. For any user fee service request that is outside the scope of the fees detailed in [Appendix C](#), or for services for which there is no fee currently set, the City can charge up to the full cost of the FBHR for personnel involved.

### City of Lindsay - User Fee Fully Burdened Hourly Rate Calculation

Department	Position	Fully Burdened Hourly Rate
<b>Blended Rates</b>		
	101: COM DEV	\$67.21
	101: PARKS	\$73.16
	101: PUBLIC SAFETY	\$90.32
	101: PUBLIC SAFETY - Off., Sgt., Lt.	\$97.89
	101: CITY SERVICES	\$87.05
	101: STREETS	\$76.24
<b>Full Time Position Rates</b>		
101: COM DEV	CD-Administrative Secretary	\$58.95
101: COM DEV	CD-Administrative Supervisor	\$76.36
101: COM DEV	CD-Assistant City Planner	\$55.95
101: COM DEV	CD-City Services Manager / Inspector	\$74.90
101: COM DEV	CD-Code Enforcement (PREVIOUSLY WILLDAN)	\$37.16
101: COM DEV	CD-Planning Manager	\$99.92
101: CITY MANAGER	City M-Assistant to the City Manager / City Clerk	\$95.29
101: CITY MANAGER	City M-City Manager	\$205.12
101: CITY MANAGER	City M-Executive Assistant / Deputy City Clerk	\$64.35
101: CITY SERVICES	City Serv.-Administrative Secretary	\$69.41
101: CITY SERVICES	City Serv.-Administrative Supervisor	\$89.90
101: CITY SERVICES	City Serv.-Assistant to the City Manager / City Clerk	\$78.30



# City of Lindsay - User Fee

## Fully Burdened Hourly Rate Calculation

Department	Position	Fully Burdened Hourly Rate
<b>Full Time Position Rates</b>		
101: CITY SERVICES	City Serv.-City Services Assistant Director	\$96.14
101: CITY SERVICES	City Serv.-City Services Manager / Inspector	\$88.19
101: CITY SERVICES	City Serv.-Director Of City Services	\$153.26
101: CITY SERVICES	City Serv.-Engineering Tech	\$59.25
101: CITY SERVICES	City Serv.-Executive Assistant / Deputy City Clerk	\$52.88
101: CITY SERVICES	City Serv.-Human Resources Manager	\$123.29
101: CITY SERVICES	City Serv.-IT Manager	\$93.30
101: CITY SERVICES	City Serv.-Maintenance	\$45.08
101: CITY SERVICES	City Serv.-Planning Manager	\$117.64
101: CITY SERVICES	City Serv.-Senior Maintenance 1	\$45.33
101: CITY SERVICES	City Serv.-Senior Maintenance 3	\$106.71
101: FINANCE	Fin.-Account Clerk 3	\$89.32
101: FINANCE	Fin.-Administrative Supervisor	\$140.65
101: FINANCE	Fin.-Director Of Finance	\$143.38
101: PARKS	Parks-Administrative Secretary	\$73.29
101: PARKS	Parks-Administrative Supervisor	\$94.93
101: PARKS	Parks-Engineering Tech	\$62.57
101: PARKS	Parks-Maintenance	\$47.60
101: PARKS	Parks-Senior Maintenance 1	\$47.86
101: PARKS	Parks-Senior Maintenance 3	\$112.68
101: PUBLIC SAFETY	Pub. Safety-Administrative Supervisor	\$93.52
101: PUBLIC SAFETY	Pub. Safety-Animal Control Officer	\$49.00
101: PUBLIC SAFETY	Pub. Safety-Director Of Public Safety	\$153.75
101: PUBLIC SAFETY	Pub. Safety-Fire Apparatus Engineer	\$51.28
101: PUBLIC SAFETY	Pub. Safety-Fire Lieutenant	\$73.79
101: PUBLIC SAFETY	Pub. Safety-Public Safety Lieutenant	\$158.19
101: PUBLIC SAFETY	Pub. Safety-Public Safety Officer	\$75.62
101: PUBLIC SAFETY	Pub. Safety-Public Safety Officer (SRO II)	\$52.59
101: PUBLIC SAFETY	Pub. Safety-Public Safety Sergeant	\$105.16
101: STREETS	Streets-Administrative Secretary	\$63.22
101: STREETS	Streets-Administrative Supervisor	\$81.89
101: STREETS	Streets-City Services Assistant Director	\$87.57
101: STREETS	Streets-City Services Manager / Inspector	\$80.33
101: STREETS	Streets-Director Of City Services	\$139.61
101: STREETS	Streets-Engineering Tech	\$53.97
101: STREETS	Streets-Maintenance	\$41.06



# City of Lindsay - User Fee

## Fully Burdened Hourly Rate Calculation

Department	Position	Fully Burdened Hourly Rate
<b>Full Time Position Rates</b>		
101: STREETS	Streets-Senior Maintenance 1	\$41.29
101: STREETS	Streets-Senior Maintenance 3	\$97.20
263: TRANSPORTATION	Transp.-Administrative Secretary	\$49.59
263: TRANSPORTATION	Transp.-Administrative Supervisor	\$64.24
263: TRANSPORTATION	Transp.-City Services Assistant Director	\$68.69
263: TRANSPORTATION	Transp.-City Services Manager / Inspector	\$63.01
263: TRANSPORTATION	Transp.-Director Of City Services	\$109.50
263: TRANSPORTATION	Transp.-Engineering Tech	\$42.34
263: TRANSPORTATION	Transp.-Maintenance	\$42.35
263: TRANSPORTATION	Transp.-Senior Maintenance 1	\$32.39
263: TRANSPORTATION	Transp.-Senior Maintenance 3	\$76.24
400: WELLNESS CENTER	Well. Center-Administrative Secretary	\$59.86
400: WELLNESS CENTER	Well. Center-Recreation 1	\$51.74
400: WELLNESS CENTER	Well. Center-Recreation Director	\$122.31



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## Appendix C – Cost Recovery Analysis

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The following tables provide the results of the analysis, resulting full cost recovery amount, and recommended fees. For fees in which the full cost, existing fee and suggested fee is listed as “NA”, the amount or percentage was not calculable based on cost data or variable fee structure. This is most common when either the current or the suggested fee includes a variable component that is not comparable on a one to one basis, a full cost was not calculated (for penalties and fines), or when there is not a current fee amount to compare against.

**FINANCE & ADMINISTRATION FEES**

#	Description	Current Fee/Charge	Notes
1	Application Fee	\$30.00	One Time Fee
2	CASP FEE	\$4.00	Renewal
3	Classification A	\$10 minimum - \$30 maximum	Gross Receipts/Quarterly
4	Classification B	\$10 minimum - \$50 maximum	Gross Receipts/Quarterly
5	Classification C	\$10 minimum - \$217 maximum	Gross Receipts/Quarterly
6	Classification D	\$10 minimum - \$124 maximum	Gross Receipts/Quarterly
7	Farmers Market	\$30.00	Annual
8	Vehicles with no fixed Location	\$15.00	Semi-Annual
9	Contractors	\$50.00	Semi-Annual
10	Sub-Contractors	\$30.00	Semi-Annual
11	ONE Day	\$7.00	Special Events
12	Department Inspection Fee		New Business, Applicant & Location requires Fire & Building inspection fee
13	Fire	\$100.00	
14	Building	\$100.00	
15	Credit Card Convenience Fee	New	
16	General Copy Fee	\$0.10	
17	Yard Sale	\$5.00	

Full Cost	Subsidy %	Suggested Fee	Fee Δ
\$73.12	0%	\$73.00	\$43
NA	NA	\$4.00	\$0
NA	NA	\$10 minimum - \$30 maximum	\$0
NA	NA	\$10 minimum - \$50 maximum	\$0
NA	NA	\$10 minimum - \$217 maximum	\$0
NA	NA	\$10 minimum - \$124 maximum	\$0
NA	NA	\$30.00	\$0
NA	NA	\$15.00	\$0
NA	NA	\$50.00	\$0
NA	NA	\$30.00	\$0
NA	NA	\$7.00	\$0
\$151.71	1%	\$150.00	\$50
\$148.43	0%	\$148.00	\$48
NA	NA	\$2.95	NA
\$0.25	60%	\$0.10	\$0
\$16.43	3%	\$16.00	\$11

**BUILDING FEES**

#	Description	Current Fee/Charge	Unit	Notes
1	<b>FLAT RATES MISCELLANEOUS</b>			
2	HVAC unit	\$435.00		
3	Building sewer	\$320.00		
4	Demolition	\$295.00		
5	Electrical Service (<200 amp)	\$295.00		
6	Evaporative cooler	\$230.00		
7	Excavation/Encroachment of Right of Way (Includes 2 inspections)	\$380.00		
8	Utility Company Annual Encroachment of Right of Way	\$1,060.00		
9	Septic tank abandonment	\$260.00		
10	Signs (No Electrical)	\$410.00		
11	Signs (Electrical)	\$535.00		
12	Above-ground swimming pool	\$535.00		
13	Temporary power service	\$310.00		
14	Tub/Shower	\$360.00		
15	Wall furnace	\$360.00		
16	Water heater	\$360.00		
17	Patio and carport	\$485.00		
18	Reroof single family residential	\$385.00		
19	Reroof multifamily/commercial (per building)	\$585.00		
20	Water Softener	New		
21	Residential window replacement	New		
22	Residential wood fence install/replacement	New		
23	Temporary Storage POD Encroachment Permit (30 Days max)	New		
24	<b>OTHER INSPECTION FEES</b>			
25	Special inspections (Compliance) \$105 per hour minimum 2 hour	\$210.00		
26	Re-inspection fees	\$105.00		
27	<b>ELECTRICAL PERMIT FEES</b>			Work without Permit 2x Permit Fees each applicable category
28	Permit fee	See Attachment A		
29	Residential Rooms w/ receptacles/outlets	New	per room	
30	Commercial Rooms w/receptables/outlets	New	per room	
31	Electric meter up to 200 amp	\$250.00		
32	<b>Photovoltaic System</b>			Set by Assembly Bill AB1414 & Shall remain in effect until 1-1-25)
33	Residential 1-15 Kilowatts	\$500.00	each	
34	Residential for each kilowatt above 15 kw	\$15.00	per kw	
35	Commercial 1-50 Kilowatts	\$1,000.00	each	
36	Commercial for each kilowatt between 51 kw and 250 kw	\$7.00	per kw	
37	Commercial for each kilowatt above 250 kw	\$5.00	per kw	

Full Cost	Subsidy %	Suggested Fee	Fee Δ
\$479.90	0%	\$479.00	\$44
\$349.33	0%	\$349.00	\$29
\$305.80	0%	\$305.00	\$10
\$305.80	0%	\$305.00	\$10
\$262.28	0%	\$262.00	\$32
\$392.85	0%	\$392.00	\$12
\$1,089.23	0%	\$1,089.00	\$29
\$305.80	0%	\$305.00	\$45
\$460.06	0%	\$460.00	\$50
\$590.63	0%	\$590.00	\$55
\$697.52	0%	\$697.00	\$162
\$305.80	0%	\$305.00	-\$5
\$349.33	0%	\$349.00	-\$11
\$349.33	0%	\$349.00	-\$11
\$349.33	0%	\$349.00	-\$11
\$590.63	0%	\$590.00	\$105
\$392.85	0%	\$392.00	\$7
\$610.47	0%	\$610.00	\$25
\$349.33	0%	\$349.00	NA
\$329.49	0%	\$329.00	NA
\$175.23	0%	\$175.00	NA
\$333.33	0%	\$333.00	NA
\$354.83	0%	\$354.00	\$144
\$130.57	0%	\$130.00	\$25
NA	NA	See Attachment A	NA
\$43.52	1%	\$43.00	NA
\$87.05	0%	\$87.00	NA
\$305.80	0%	\$305.00	\$55
NA	NA	\$450.00	-\$50
NA	NA	\$15.00	\$0
NA	NA	\$1,000.00	\$0
NA	NA	\$7.00	\$0
NA	NA	\$5.00	\$0

**BUILDING FEES**

#	Description	Current Fee/Charge	Unit	Notes
38	<b>PLUMBING PERMIT FEES</b>			
39	Permit fee	See Attachment A		
40	Water heater and/or vent	\$125.00		
41	Gas piping one to five outlets	\$125.00		
42	Each additional gas piping, per outlet	\$40.00		
43	Water piping	\$30.00		
44	Building sewer and each trailer park sewer	\$60.00		
45	Room w/fixtures	\$30.00		
46	Grease trap	\$125.00		
47	Landscape sprinkler system. New MWELO (<2,500 sq. ft Landscape Area)	\$250.00		
48	Landscape sprinkler system. New MWELO (>2,500 sq. ft Landscape Area)	\$500.00		
49	<b><u>Fire &amp; Hood Suppression/Alarm System/Detection System</u></b>			
50	Residential Fire Sprinkler System	\$300.00		
51	Commercial Fire Sprinkler System	New		
52	<b>Protection Devices</b>			
53	Residential Backflow Preventer or Vacuum Breakers	\$175.00		
54	Commercial Backflow Preventer or Vacuum Breakers	\$285.00		
55	<b>MECHANICAL PERMIT FEES</b>			
56	Permit fee	See Attachment A		
57	Wall furnace/HVAC	\$125.00		
58	Fan ventilation	\$30.00		
59	Duct system	\$30.00		
60	Hood (including duct)	\$30.00		

Full Cost	Subsidy %	Suggested Fee	Fee Δ
NA	NA	See Attachment A	NA
\$131.71	1%	\$131.00	\$6
\$131.71	1%	\$131.00	\$6
\$43.52	1%	\$43.00	\$3
\$87.05	0%	\$87.00	\$57
\$43.52	1%	\$43.00	-\$17
\$43.52	1%	\$43.00	\$13
\$130.57	0%	\$130.00	\$5
\$305.80	0%	\$305.00	\$55
\$392.85	0%	\$392.00	-\$108
\$218.75	0%	\$218.00	-\$82
\$479.90	0%	\$479.00	NA
\$175.23	0%	\$175.00	\$0
\$175.23	0%	\$175.00	-\$110
NA	NA	See Attachment A	NA
\$130.57	0%	\$130.00	\$5
\$43.52	1%	\$43.00	\$13
\$43.52	1%	\$43.00	\$13
\$43.52	1%	\$43.00	\$13

Building Permit Fees - Current			
Total Valuation		Building Permit Fee	Plan Check Fee
1	500	80.00	
501	600	83.99	
601	700	87.99	
701	800	91.98	
801	900	95.97	
901	1,000	99.96	
1,001	1,100	103.96	67.57
1,101	1,200	107.95	70.16
1,201	1,300	111.94	72.76
1,301	1,400	115.93	75.35
1,401	1,500	119.93	77.94
1,501	1,600	123.92	80.54
1,601	1,700	127.91	83.13
1,701	1,800	131.90	85.72
1,801	1,900	135.90	88.32
1,901	2,000	139.89	90.91
2,001	3,000	143.88	93.50
3,001	4,000	147.87	96.09
4,001	5,000	151.87	98.69
5,001	6,000	155.86	101.28
6,001	7,000	159.85	103.87
7,001	8,000	163.84	106.47
8,001	9,000	167.84	109.06
9,001	10,000	171.83	111.65
10,001	11,000	175.82	114.25
11,001	12,000	179.81	116.84
12,001	13,000	183.81	119.43
13,001	14,000	187.80	122.03
14,001	15,000	191.79	124.62
15,001	16,000	195.78	127.21
16,001	17,000	199.78	129.80
17,001	18,000	203.77	132.40
18,001	19,000	207.76	134.99
19,001	20,000	211.75	137.58
20,001	21,000	215.75	140.18
21,001	22,000	219.74	142.77
22,001	23,000	223.73	145.36
23,001	24,000	227.72	147.96
24,001	25,000	231.72	150.55
25,001	26,000	235.71	153.14
26,001	27,000	239.70	155.74
27,001	28,000	243.69	158.33
28,001	29,000	247.69	160.92
29,001	30,000	251.68	163.51
30,001	31,000	255.67	166.11
31,001	32,000	259.66	168.70
32,001	33,000	263.66	171.29
33,001	34,000	267.65	173.89
34,001	35,000	271.64	176.48
35,001	36,000	275.63	179.07
36,001	37,000	279.63	181.67
37,001	38,000	283.62	184.26
38,001	39,000	287.61	186.85
39,001	40,000	291.60	189.45
40,001	41,000	295.60	192.04
41,001	42,000	299.59	194.63
42,001	43,000	303.58	197.22
43,001	44,000	307.57	199.82
44,001	45,000	311.57	202.41
45,001	46,000	315.56	205.00
46,001	47,000	319.55	207.60
47,001	48,000	323.54	210.19
48,001	49,000	327.54	212.78
49,001	50,000	331.53	215.38
50,001	51,000	335.52	217.97
51,001	52,000	339.51	220.56
52,001	53,000	343.51	223.16
53,001	54,000	347.50	225.75
54,001	55,000	351.49	228.34
55,001	56,000	355.48	230.93
56,001	57,000	359.48	233.53
57,001	58,000	363.47	236.12
58,001	59,000	367.46	238.71
59,001	60,000	371.45	241.31
60,001	61,000	375.45	243.90
61,001	62,000	379.44	246.49
62,001	63,000	383.43	249.09
63,001	64,000	387.42	251.68
64,001	65,000	391.42	254.27
65,001	66,000	395.41	256.87
66,001	67,000	399.40	259.46
67,001	68,000	403.39	262.05
68,001	69,000	407.39	264.64
69,001	70,000	411.38	267.24
70,001	71,000	415.37	269.83
71,001	72,000	419.36	272.42
72,001	73,000	423.36	275.02
73,001	74,000	427.35	277.61

Building Permit Fees - Suggested			
Total Valuation		Building Permit Fee	Plan Check Fee
1	500	285.77	0.00
501	600	300.03	0.00
601	700	314.29	0.00
701	800	328.56	0.00
801	900	342.82	0.00
901	1,000	357.08	0.00
1,001	1,100	371.34	241.37
1,101	1,200	385.60	250.63
1,201	1,300	399.87	259.90
1,301	1,400	414.13	269.16
1,401	1,500	428.39	278.42
1,501	1,600	442.65	287.69
1,601	1,700	456.91	296.95
1,701	1,800	471.17	306.21
1,801	1,900	485.44	315.47
1,901	2,000	499.70	324.74
2,001	3,000	513.96	334.00
3,001	4,000	528.22	343.26
4,001	5,000	542.48	352.53
5,001	6,000	556.74	361.79
6,001	7,000	571.01	371.05
7,001	8,000	585.27	380.31
8,001	9,000	599.53	389.58
9,001	10,000	613.79	398.84
10,001	11,000	628.05	408.10
11,001	12,000	642.32	417.37
12,001	13,000	656.58	426.63
13,001	14,000	670.84	435.89
14,001	15,000	685.10	445.15
15,001	16,000	699.36	454.42
16,001	17,000	713.62	463.68
17,001	18,000	727.89	472.94
18,001	19,000	742.15	482.21
19,001	20,000	756.41	491.47
20,001	21,000	770.67	500.73
21,001	22,000	784.93	509.99
22,001	23,000	799.20	519.26
23,001	24,000	813.46	528.52
24,001	25,000	827.72	537.78
25,001	26,000	841.98	547.05
26,001	27,000	856.24	556.31
27,001	28,000	870.50	565.57
28,001	29,000	884.77	574.83
29,001	30,000	899.03	584.10
30,001	31,000	913.29	593.36
31,001	32,000	927.55	602.62
32,001	33,000	941.81	611.88
33,001	34,000	956.08	621.15
34,001	35,000	970.34	630.41
35,001	36,000	984.60	639.67
36,001	37,000	998.86	648.94
37,001	38,000	1,013.12	658.20
38,001	39,000	1,027.38	667.46
39,001	40,000	1,041.65	676.72
40,001	41,000	1,055.91	685.99
41,001	42,000	1,070.17	695.25
42,001	43,000	1,084.43	704.51
43,001	44,000	1,098.69	713.78
44,001	45,000	1,112.96	723.04
45,001	46,000	1,127.22	732.30
46,001	47,000	1,141.48	741.56
47,001	48,000	1,155.74	750.83
48,001	49,000	1,170.00	760.09
49,001	50,000	1,184.26	769.35
50,001	51,000	1,198.53	778.62
51,001	52,000	1,212.79	787.88
52,001	53,000	1,227.05	797.14
53,001	54,000	1,241.31	806.40
54,001	55,000	1,255.57	815.67
55,001	56,000	1,269.84	824.93
56,001	57,000	1,284.10	834.19
57,001	58,000	1,298.36	843.46
58,001	59,000	1,312.62	852.72
59,001	60,000	1,326.88	861.98
60,001	61,000	1,341.14	871.24
61,001	62,000	1,355.41	880.51
62,001	63,000	1,369.67	889.77
63,001	64,000	1,383.93	899.03
64,001	65,000	1,398.19	908.30
65,001	66,000	1,412.45	917.56
66,001	67,000	1,426.72	926.82
67,001	68,000	1,440.98	936.08
68,001	69,000	1,455.24	945.35
69,001	70,000	1,469.50	954.61
70,001	71,000	1,483.76	963.87
71,001	72,000	1,498.02	973.14
72,001	73,000	1,512.29	982.40
73,001	74,000	1,526.55	991.66

Building Permit Fees - Current			
Total Valuation		Building Permit Fee	Plan Check Fee
74,001	75,000	431.34	280.20
75,001	76,000	435.33	282.80
76,001	77,000	439.33	285.39
77,001	78,000	443.32	287.98
78,001	79,000	447.31	290.58
79,001	80,000	451.30	293.17
80,001	81,000	455.30	295.76
81,001	82,000	459.29	298.35
82,001	83,000	463.28	300.95
83,001	84,000	467.27	303.54
84,001	85,000	471.27	306.13
85,001	86,000	475.26	308.73
86,001	87,000	479.25	311.32
87,001	88,000	483.24	313.91
88,001	89,000	487.24	316.51
89,001	90,000	491.23	319.10
90,001	91,000	495.22	321.69
91,001	92,000	499.21	324.29
92,001	93,000	503.21	326.88
93,001	94,000	507.20	329.47
94,001	95,000	511.19	332.06
95,001	96,000	515.18	334.66
96,001	97,000	519.18	337.25
97,001	98,000	523.17	339.84
98,001	99,000	527.16	342.44
99,001	100,000	531.15	345.03
100,001	101,000	535.15	347.62
101,001	102,000	539.14	350.22
102,001	103,000	543.13	352.81
103,001	104,000	547.12	355.40
104,001	105,000	551.12	358.00
105,001	106,000	555.11	360.59
106,001	107,000	559.10	363.18
107,001	108,000	563.09	365.78
108,001	109,000	567.09	368.37
109,001	110,000	571.08	370.96
110,001	111,000	575.07	373.55
111,001	112,000	579.07	376.15
112,001	113,000	583.06	378.74
113,001	114,000	587.05	381.33
114,001	115,000	591.04	383.93
115,001	116,000	595.04	386.52
116,001	117,000	599.03	389.11
117,001	118,000	603.02	391.71
118,001	119,000	607.01	394.30
119,001	120,000	611.01	396.89
120,001	121,000	615.00	399.49
121,001	122,000	618.99	402.08
122,001	123,000	622.98	404.67
123,001	124,000	626.98	407.26
124,001	125,000	630.97	409.86
125,001	126,000	634.96	412.45
126,001	127,000	638.95	415.04
127,001	128,000	642.95	417.64
128,001	129,000	646.94	420.23
129,001	130,000	650.93	422.82
130,001	131,000	654.92	425.42
131,001	132,000	658.92	428.01
132,001	133,000	662.91	430.60
133,001	134,000	666.90	433.20
134,001	135,000	670.89	435.79
135,001	136,000	674.89	438.38
136,001	137,000	678.88	440.97
137,001	138,000	682.87	443.57
138,001	139,000	686.86	446.16
139,001	140,000	690.86	448.75
140,001	141,000	694.85	451.35
141,001	142,000	698.84	453.94
142,001	143,000	702.83	456.53
143,001	144,000	706.83	459.13
144,001	145,000	710.82	461.72
145,001	146,000	714.81	464.31
146,001	147,000	718.80	466.91
147,001	148,000	722.80	469.50
148,001	149,000	726.79	472.09
149,001	150,000	730.78	474.68
150,001	151,000	734.77	477.28
151,001	152,000	738.77	479.87
152,001	153,000	742.76	482.46
153,001	154,000	746.75	485.06
154,001	155,000	750.74	487.65
155,001	156,000	754.74	490.24
156,001	157,000	758.73	492.84
157,001	158,000	762.72	495.43
158,001	159,000	766.71	498.02
159,001	160,000	770.71	500.62
160,001	161,000	774.70	503.21
161,001	162,000	778.69	505.80

Building Permit Fees - Suggested			
Total Valuation		Building Permit Fee	Plan Check Fee
74,001	75,000	1,540.81	1,000.92
75,001	76,000	1,555.07	1,010.19
76,001	77,000	1,569.33	1,019.45
77,001	78,000	1,583.60	1,028.71
78,001	79,000	1,597.86	1,037.97
79,001	80,000	1,612.12	1,047.24
80,001	81,000	1,626.38	1,056.50
81,001	82,000	1,640.64	1,065.76
82,001	83,000	1,654.90	1,075.03
83,001	84,000	1,669.17	1,084.29
84,001	85,000	1,683.43	1,093.55
85,001	86,000	1,697.69	1,102.81
86,001	87,000	1,711.95	1,112.08
87,001	88,000	1,726.21	1,121.34
88,001	89,000	1,740.47	1,130.60
89,001	90,000	1,754.74	1,139.87
90,001	91,000	1,769.00	1,149.13
91,001	92,000	1,783.26	1,158.39
92,001	93,000	1,797.52	1,167.65
93,001	94,000	1,811.78	1,176.92
94,001	95,000	1,826.05	1,186.18
95,001	96,000	1,840.31	1,195.44
96,001	97,000	1,854.57	1,204.71
97,001	98,000	1,868.83	1,213.97
98,001	99,000	1,883.09	1,223.23
99,001	100,000	1,897.35	1,232.49
100,001	101,000	1,911.62	1,241.76
101,001	102,000	1,925.88	1,251.02
102,001	103,000	1,940.14	1,260.28
103,001	104,000	1,954.40	1,269.55
104,001	105,000	1,968.66	1,278.81
105,001	106,000	1,982.93	1,288.07
106,001	107,000	1,997.19	1,297.33
107,001	108,000	2,011.45	1,306.60
108,001	109,000	2,025.71	1,315.86
109,001	110,000	2,039.97	1,325.12
110,001	111,000	2,054.23	1,334.39
111,001	112,000	2,068.50	1,343.65
112,001	113,000	2,082.76	1,352.91
113,001	114,000	2,097.02	1,362.17
114,001	115,000	2,111.28	1,371.44
115,001	116,000	2,125.54	1,380.70
116,001	117,000	2,139.81	1,389.96
117,001	118,000	2,154.07	1,399.22
118,001	119,000	2,168.33	1,408.49
119,001	120,000	2,182.59	1,417.75
120,001	121,000	2,196.85	1,427.01
121,001	122,000	2,211.11	1,436.28
122,001	123,000	2,225.38	1,445.54
123,001	124,000	2,239.64	1,454.80
124,001	125,000	2,253.90	1,464.06
125,001	126,000	2,268.16	1,473.33
126,001	127,000	2,282.42	1,482.59
127,001	128,000	2,296.69	1,491.85
128,001	129,000	2,310.95	1,501.12
129,001	130,000	2,325.21	1,510.38
130,001	131,000	2,339.47	1,519.64
131,001	132,000	2,353.73	1,528.90
132,001	133,000	2,367.99	1,538.17
133,001	134,000	2,382.26	1,547.43
134,001	135,000	2,396.52	1,556.69
135,001	136,000	2,410.78	1,565.96
136,001	137,000	2,425.04	1,575.22
137,001	138,000	2,439.30	1,584.48
138,001	139,000	2,453.57	1,593.74
139,001	140,000	2,467.83	1,603.01
140,001	141,000	2,482.09	1,612.27
141,001	142,000	2,496.35	1,621.53
142,001	143,000	2,510.61	1,630.80
143,001	144,000	2,524.87	1,640.06
144,001	145,000	2,539.14	1,649.32
145,001	146,000	2,553.40	1,658.58
146,001	147,000	2,567.66	1,667.85
147,001	148,000	2,581.92	1,677.11
148,001	149,000	2,596.18	1,686.37
149,001	150,000	2,610.45	1,695.64
150,001	151,000	2,624.71	1,704.90
151,001	152,000	2,638.97	1,714.16
152,001	153,000	2,653.23	1,723.42
153,001	154,000	2,667.49	1,732.69
154,001	155,000	2,681.75	1,741.95
155,001	156,000	2,696.02	1,751.21
156,001	157,000	2,710.28	1,760.48
157,001	158,000	2,724.54	1,769.74
158,001	159,000	2,738.80	1,779.00
159,001	160,000	2,753.06	1,788.26
160,001	161,000	2,767.33	1,797.53
161,001	162,000	2,781.59	1,806.79

Building Permit Fees - Current			
Total Valuation		Building Permit Fee	Plan Check Fee
162,001	163,000	782.68	508.39
163,001	164,000	786.68	510.99
164,001	165,000	790.67	513.58
165,001	166,000	794.66	516.17
166,001	167,000	798.65	518.77
167,001	168,000	802.65	521.36
168,001	169,000	806.64	523.95
169,001	170,000	810.63	526.55
170,001	171,000	814.62	529.14
171,001	172,000	818.62	531.73
172,001	173,000	822.61	534.33
173,001	174,000	826.60	536.92
174,001	175,000	830.59	539.51
175,001	176,000	834.59	542.10
176,001	177,000	838.58	544.70
177,001	178,000	842.57	547.29
178,001	179,000	846.56	549.88
179,001	180,000	850.56	552.48
180,001	181,000	854.55	555.07
181,001	182,000	858.54	557.66
182,001	183,000	862.53	560.26
183,001	184,000	866.53	562.85
184,001	185,000	870.52	565.44
185,001	186,000	874.51	568.04
186,001	187,000	878.50	570.63
187,001	188,000	882.50	573.22
188,001	189,000	886.49	575.81
189,001	190,000	890.48	578.41
190,001	191,000	894.47	581.00
191,001	192,000	898.47	583.59
192,001	193,000	902.46	586.19
193,001	194,000	906.45	588.78
194,001	195,000	910.44	591.37
195,001	196,000	914.44	593.97
196,001	197,000	918.43	596.56
197,001	198,000	922.42	599.15
198,001	199,000	926.41	601.75
199,001	200,000	930.41	604.34
200,001	201,000	934.40	606.93
201,001	202,000	938.39	609.52
202,001	203,000	942.38	612.12
203,001	204,000	946.38	614.71
204,001	205,000	950.37	617.30
205,001	206,000	954.36	619.90
206,001	207,000	958.35	622.49
207,001	208,000	962.35	625.08
208,001	209,000	966.34	627.68
209,001	210,000	970.33	630.27
210,001	211,000	974.32	632.86
211,001	212,000	978.32	635.46
212,001	213,000	982.31	638.05
213,001	214,000	986.30	640.64
214,001	215,000	990.29	643.23
215,001	216,000	994.29	645.83
216,001	217,000	998.28	648.42
217,001	218,000	1,002.27	651.01
218,001	219,000	1,006.26	653.61
219,001	220,000	1,010.26	656.20
220,001	221,000	1,014.25	658.79
221,001	222,000	1,018.24	661.39
222,001	223,000	1,022.23	663.98
223,001	224,000	1,026.23	666.57
224,001	225,000	1,030.22	669.17
225,001	226,000	1,034.21	671.76
226,001	227,000	1,038.20	674.35
227,001	228,000	1,042.20	676.94
228,001	229,000	1,046.19	679.54
229,001	230,000	1,050.18	682.13
230,001	231,000	1,054.17	684.72
231,001	232,000	1,058.17	687.32
232,001	233,000	1,062.16	689.91
233,001	234,000	1,066.15	692.50
234,001	235,000	1,070.14	695.10
235,001	236,000	1,074.14	697.69
236,001	237,000	1,078.13	700.28
237,001	238,000	1,082.12	702.88
238,001	239,000	1,086.12	705.47
239,001	240,000	1,090.11	708.06
240,001	241,000	1,094.10	710.65
241,001	242,000	1,098.09	713.25
242,001	243,000	1,102.09	715.84
243,001	244,000	1,106.08	718.43
244,001	245,000	1,110.07	721.03
245,001	246,000	1,114.06	723.62
246,001	247,000	1,118.06	726.21
247,001	248,000	1,122.05	728.81
248,001	249,000	1,126.04	731.40
249,001	250,000	1,130.03	733.99

Building Permit Fees - Suggested			
Total Valuation		Building Permit Fee	Plan Check Fee
162,001	163,000	2,795.85	1,816.05
163,001	164,000	2,810.11	1,825.31
164,001	165,000	2,824.37	1,834.58
165,001	166,000	2,838.63	1,843.84
166,001	167,000	2,852.90	1,853.10
167,001	168,000	2,867.16	1,862.37
168,001	169,000	2,881.42	1,871.63
169,001	170,000	2,895.68	1,880.89
170,001	171,000	2,909.94	1,890.15
171,001	172,000	2,924.21	1,899.42
172,001	173,000	2,938.47	1,908.68
173,001	174,000	2,952.73	1,917.94
174,001	175,000	2,966.99	1,927.21
175,001	176,000	2,981.25	1,936.47
176,001	177,000	2,995.51	1,945.73
177,001	178,000	3,009.78	1,954.99
178,001	179,000	3,024.04	1,964.26
179,001	180,000	3,038.30	1,973.52
180,001	181,000	3,052.56	1,982.78
181,001	182,000	3,066.82	1,992.05
182,001	183,000	3,081.08	2,001.31
183,001	184,000	3,095.35	2,010.57
184,001	185,000	3,109.61	2,019.83
185,001	186,000	3,123.87	2,029.10
186,001	187,000	3,138.13	2,038.36
187,001	188,000	3,152.39	2,047.62
188,001	189,000	3,166.66	2,056.89
189,001	190,000	3,180.92	2,066.15
190,001	191,000	3,195.18	2,075.41
191,001	192,000	3,209.44	2,084.67
192,001	193,000	3,223.70	2,093.94
193,001	194,000	3,237.96	2,103.20
194,001	195,000	3,252.23	2,112.46
195,001	196,000	3,266.49	2,121.73
196,001	197,000	3,280.75	2,130.99
197,001	198,000	3,295.01	2,140.25
198,001	199,000	3,309.27	2,149.51
199,001	200,000	3,323.54	2,158.78
200,001	201,000	3,337.80	2,168.04
201,001	202,000	3,352.06	2,177.30
202,001	203,000	3,366.32	2,186.56
203,001	204,000	3,380.58	2,195.83
204,001	205,000	3,394.84	2,205.09
205,001	206,000	3,409.11	2,214.35
206,001	207,000	3,423.37	2,223.62
207,001	208,000	3,437.63	2,232.88
208,001	209,000	3,451.89	2,242.14
209,001	210,000	3,466.15	2,251.40
210,001	211,000	3,480.42	2,260.67
211,001	212,000	3,494.68	2,269.93
212,001	213,000	3,508.94	2,279.19
213,001	214,000	3,523.20	2,288.46
214,001	215,000	3,537.46	2,297.72
215,001	216,000	3,551.72	2,306.98
216,001	217,000	3,565.99	2,316.24
217,001	218,000	3,580.25	2,325.51
218,001	219,000	3,594.51	2,334.77
219,001	220,000	3,608.77	2,344.03
220,001	221,000	3,623.03	2,353.30
221,001	222,000	3,637.30	2,362.56
222,001	223,000	3,651.56	2,371.82
223,001	224,000	3,665.82	2,381.08
224,001	225,000	3,680.08	2,390.35
225,001	226,000	3,694.34	2,399.61
226,001	227,000	3,708.60	2,408.87
227,001	228,000	3,722.87	2,418.14
228,001	229,000	3,737.13	2,427.40
229,001	230,000	3,751.39	2,436.66
230,001	231,000	3,765.65	2,445.92
231,001	232,000	3,779.91	2,455.19
232,001	233,000	3,794.18	2,464.45
233,001	234,000	3,808.44	2,473.71
234,001	235,000	3,822.70	2,482.98
235,001	236,000	3,836.96	2,492.24
236,001	237,000	3,851.22	2,501.50
237,001	238,000	3,865.48	2,510.76
238,001	239,000	3,879.75	2,520.03
239,001	240,000	3,894.01	2,529.29
240,001	241,000	3,908.27	2,538.55
241,001	242,000	3,922.53	2,547.82
242,001	243,000	3,936.79	2,557.08
243,001	244,000	3,951.06	2,566.34
244,001	245,000	3,965.32	2,575.60
245,001	246,000	3,979.58	2,584.87
246,001	247,000	3,993.84	2,594.13
247,001	248,000	4,008.10	2,603.39
248,001	249,000	4,022.36	2,612.65
249,001	250,000	4,036.63	2,621.92

Building Permit Fees - Current			
Total Valuation		Building Permit Fee	Plan Check Fee
250,001	251,000	1,134.03	736.59
251,001	252,000	1,138.02	739.18
252,001	253,000	1,142.01	741.77
253,001	254,000	1,146.00	744.36
254,001	255,000	1,150.00	746.96
255,001	256,000	1,153.99	749.55
256,001	257,000	1,157.98	752.14
257,001	258,000	1,161.97	754.74
258,001	259,000	1,165.97	757.33
259,001	260,000	1,169.96	759.92
260,001	261,000	1,173.95	762.52
261,001	262,000	1,177.94	765.11
262,001	263,000	1,181.94	767.70
263,001	264,000	1,185.93	770.30
264,001	265,000	1,189.92	772.89
265,001	266,000	1,193.91	775.48
266,001	267,000	1,197.91	778.07
267,001	268,000	1,201.90	780.67
268,001	269,000	1,205.89	783.26
269,001	270,000	1,209.88	785.85
270,001	271,000	1,213.88	788.45
271,001	272,000	1,217.87	791.04
272,001	273,000	1,221.86	793.63
273,001	274,000	1,225.85	796.23
274,001	275,000	1,229.85	798.82
275,001	276,000	1,233.84	801.41
276,001	277,000	1,237.83	804.01
277,001	278,000	1,241.82	806.60
278,001	279,000	1,245.82	809.19
279,001	280,000	1,249.81	811.78
280,001	281,000	1,253.80	814.38
281,001	282,000	1,257.79	816.97
282,001	283,000	1,261.79	819.56
283,001	284,000	1,265.78	822.16
284,001	285,000	1,269.77	824.75
285,001	286,000	1,273.76	827.34
286,001	287,000	1,277.76	829.94
287,001	288,000	1,281.75	832.53
288,001	289,000	1,285.74	835.12
289,001	290,000	1,289.73	837.72
290,001	291,000	1,293.73	840.31
291,001	292,000	1,297.72	842.90
292,001	293,000	1,301.71	845.49
293,001	294,000	1,305.70	848.09
294,001	295,000	1,309.70	850.68
295,001	296,000	1,313.69	853.27
296,001	297,000	1,317.68	855.87
297,001	298,000	1,321.67	858.46
298,001	299,000	1,325.67	861.05
299,001	300,000	1,329.66	863.65
300,001	301,000	1,333.65	866.24
301,001	302,000	1,337.64	868.83
302,001	303,000	1,341.64	871.43
303,001	304,000	1,345.63	874.02
304,001	305,000	1,349.62	876.61
305,001	306,000	1,353.61	879.20
306,001	307,000	1,357.61	881.80
307,001	308,000	1,361.60	884.39
308,001	309,000	1,365.59	886.98
309,001	310,000	1,369.58	889.58
310,001	311,000	1,373.58	892.17
311,001	312,000	1,377.57	894.76
312,001	313,000	1,381.56	897.36
313,001	314,000	1,385.55	899.95
314,001	315,000	1,389.55	902.54
315,001	316,000	1,393.54	905.14
316,001	317,000	1,397.53	907.73
317,001	318,000	1,401.52	910.32
318,001	319,000	1,405.52	912.91
319,001	320,000	1,409.51	915.51
320,001	321,000	1,413.50	918.10
321,001	322,000	1,417.49	920.69
322,001	323,000	1,421.49	923.29
323,001	324,000	1,425.48	925.88
324,001	325,000	1,429.47	928.47
325,001	326,000	1,433.46	931.07
326,001	327,000	1,437.46	933.66
327,001	328,000	1,441.45	936.25
328,001	329,000	1,445.44	938.85
329,001	330,000	1,449.43	941.44
330,001	331,000	1,453.43	944.03
331,001	332,000	1,457.42	946.62
332,001	333,000	1,461.41	949.22
333,001	334,000	1,465.40	951.81
334,001	335,000	1,469.40	954.40
335,001	336,000	1,473.39	957.00
336,001	337,000	1,477.38	959.59
337,001	338,000	1,481.37	962.18

Building Permit Fees - Suggested			
Total Valuation		Building Permit Fee	Plan Check Fee
250,001	251,000	4,050.89	2,631.18
251,001	252,000	4,065.15	2,640.44
252,001	253,000	4,079.41	2,649.71
253,001	254,000	4,093.67	2,658.97
254,001	255,000	4,107.94	2,668.23
255,001	256,000	4,122.20	2,677.49
256,001	257,000	4,136.46	2,686.76
257,001	258,000	4,150.72	2,696.02
258,001	259,000	4,164.98	2,705.28
259,001	260,000	4,179.24	2,714.55
260,001	261,000	4,193.51	2,723.81
261,001	262,000	4,207.77	2,733.07
262,001	263,000	4,222.03	2,742.33
263,001	264,000	4,236.29	2,751.60
264,001	265,000	4,250.55	2,760.86
265,001	266,000	4,264.82	2,770.12
266,001	267,000	4,279.08	2,779.39
267,001	268,000	4,293.34	2,788.65
268,001	269,000	4,307.60	2,797.91
269,001	270,000	4,321.86	2,807.17
270,001	271,000	4,336.12	2,816.44
271,001	272,000	4,350.39	2,825.70
272,001	273,000	4,364.65	2,834.96
273,001	274,000	4,378.91	2,844.23
274,001	275,000	4,393.17	2,853.49
275,001	276,000	4,407.43	2,862.75
276,001	277,000	4,421.69	2,872.01
277,001	278,000	4,435.96	2,881.28
278,001	279,000	4,450.22	2,890.54
279,001	280,000	4,464.48	2,899.80
280,001	281,000	4,478.74	2,909.07
281,001	282,000	4,493.00	2,918.33
282,001	283,000	4,507.27	2,927.59
283,001	284,000	4,521.53	2,936.85
284,001	285,000	4,535.79	2,946.12
285,001	286,000	4,550.05	2,955.38
286,001	287,000	4,564.31	2,964.64
287,001	288,000	4,578.57	2,973.90
288,001	289,000	4,592.84	2,983.17
289,001	290,000	4,607.10	2,992.43
290,001	291,000	4,621.36	3,001.69
291,001	292,000	4,635.62	3,010.96
292,001	293,000	4,649.88	3,020.22
293,001	294,000	4,664.15	3,029.48
294,001	295,000	4,678.41	3,038.74
295,001	296,000	4,692.67	3,048.01
296,001	297,000	4,706.93	3,057.27
297,001	298,000	4,721.19	3,066.53
298,001	299,000	4,735.45	3,075.80
299,001	300,000	4,749.72	3,085.06
300,001	301,000	4,763.98	3,094.32
301,001	302,000	4,778.24	3,103.58
302,001	303,000	4,792.50	3,112.85
303,001	304,000	4,806.76	3,122.11
304,001	305,000	4,821.03	3,131.37
305,001	306,000	4,835.29	3,140.64
306,001	307,000	4,849.55	3,149.90
307,001	308,000	4,863.81	3,159.16
308,001	309,000	4,878.07	3,168.42
309,001	310,000	4,892.33	3,177.69
310,001	311,000	4,906.60	3,186.95
311,001	312,000	4,920.86	3,196.21
312,001	313,000	4,935.12	3,205.48
313,001	314,000	4,949.38	3,214.74
314,001	315,000	4,963.64	3,224.00
315,001	316,000	4,977.91	3,233.26
316,001	317,000	4,992.17	3,242.53
317,001	318,000	5,006.43	3,251.79
318,001	319,000	5,020.69	3,261.05
319,001	320,000	5,034.95	3,270.32
320,001	321,000	5,049.21	3,279.58
321,001	322,000	5,063.48	3,288.84
322,001	323,000	5,077.74	3,298.10
323,001	324,000	5,092.00	3,307.37
324,001	325,000	5,106.26	3,316.63
325,001	326,000	5,120.52	3,325.89
326,001	327,000	5,134.79	3,335.16
327,001	328,000	5,149.05	3,344.42
328,001	329,000	5,163.31	3,353.68
329,001	330,000	5,177.57	3,362.94
330,001	331,000	5,191.83	3,372.21
331,001	332,000	5,206.09	3,381.47
332,001	333,000	5,220.36	3,390.73
333,001	334,000	5,234.62	3,399.99
334,001	335,000	5,248.88	3,409.26
335,001	336,000	5,263.14	3,418.52
336,001	337,000	5,277.40	3,427.78
337,001	338,000	5,291.67	3,437.05

Building Permit Fees - Current			
Total Valuation		Building Permit Fee	Plan Check Fee
338,001	339,000	1,485.37	964.78
339,001	340,000	1,489.36	967.37
340,001	341,000	1,493.35	969.96
341,001	342,000	1,497.34	972.56
342,001	343,000	1,501.34	975.15
343,001	344,000	1,505.33	977.74
344,001	345,000	1,509.32	980.33
345,001	346,000	1,513.31	982.93
346,001	347,000	1,517.31	985.52
347,001	348,000	1,521.30	988.11
348,001	349,000	1,525.29	990.71
349,001	350,000	1,529.28	993.30
350,001	351,000	1,533.28	995.89
351,001	352,000	1,537.27	998.49
352,001	353,000	1,541.26	1,001.08
353,001	354,000	1,545.25	1,003.67
354,001	355,000	1,549.25	1,006.27
355,001	356,000	1,553.24	1,008.86
356,001	357,000	1,557.23	1,011.45
357,001	358,000	1,561.22	1,014.05
358,001	359,000	1,565.22	1,016.64
359,001	360,000	1,569.21	1,019.23
360,001	361,000	1,573.20	1,021.82
361,001	362,000	1,577.20	1,024.42
362,001	363,000	1,581.19	1,027.01
363,001	364,000	1,585.18	1,029.60
364,001	365,000	1,589.17	1,032.20
365,001	366,000	1,593.17	1,034.79
366,001	367,000	1,597.16	1,037.38
367,001	368,000	1,601.15	1,039.98
368,001	369,000	1,605.14	1,042.57
369,001	370,000	1,609.14	1,045.16
370,001	371,000	1,613.13	1,047.76
371,001	372,000	1,617.12	1,050.35
372,001	373,000	1,621.11	1,052.94
373,001	374,000	1,625.11	1,055.53
374,001	375,000	1,629.10	1,058.13
375,001	376,000	1,633.09	1,060.72
376,001	377,000	1,637.08	1,063.31
377,001	378,000	1,641.08	1,065.91
378,001	379,000	1,645.07	1,068.50
379,001	380,000	1,649.06	1,071.09
380,001	381,000	1,653.05	1,073.69
381,001	382,000	1,657.05	1,076.28
382,001	383,000	1,661.04	1,078.87
383,001	384,000	1,665.03	1,081.47
384,001	385,000	1,669.02	1,084.06
385,001	386,000	1,673.02	1,086.65
386,001	387,000	1,677.01	1,089.24
387,001	388,000	1,681.00	1,091.84
388,001	389,000	1,684.99	1,094.43
389,001	390,000	1,688.99	1,097.02
390,001	391,000	1,692.98	1,099.62
391,001	392,000	1,696.97	1,102.21
392,001	393,000	1,700.96	1,104.80
393,001	394,000	1,704.96	1,107.40
394,001	395,000	1,708.95	1,109.99
395,001	396,000	1,712.94	1,112.58
396,001	397,000	1,716.93	1,115.18
397,001	398,000	1,720.93	1,117.77
398,001	399,000	1,724.92	1,120.36
399,001	400,000	1,728.91	1,122.95
400,001	401,000	1,732.90	1,125.55
401,001	402,000	1,736.90	1,128.14
402,001	403,000	1,740.89	1,130.73
403,001	404,000	1,744.88	1,133.33
404,001	405,000	1,748.87	1,135.92
405,001	406,000	1,752.87	1,138.51
406,001	407,000	1,756.86	1,141.11
407,001	408,000	1,760.85	1,143.70
408,001	409,000	1,764.84	1,146.29
409,001	410,000	1,768.84	1,148.89
410,001	411,000	1,772.83	1,151.48
411,001	412,000	1,776.82	1,154.07
412,001	413,000	1,780.81	1,156.66
413,001	414,000	1,784.81	1,159.26
414,001	415,000	1,788.80	1,161.85
415,001	416,000	1,792.79	1,164.44
416,001	417,000	1,796.78	1,167.04
417,001	418,000	1,800.78	1,169.63
418,001	419,000	1,804.77	1,172.22
419,001	420,000	1,808.76	1,174.82
420,001	421,000	1,812.75	1,177.41
421,001	422,000	1,816.75	1,180.00
422,001	423,000	1,820.74	1,182.60
423,001	424,000	1,824.73	1,185.19
424,001	425,000	1,828.72	1,187.78
425,001	426,000	1,832.72	1,190.37

Building Permit Fees - Suggested			
Total Valuation		Building Permit Fee	Plan Check Fee
338,001	339,000	5,305.93	3,446.31
339,001	340,000	5,320.19	3,455.57
340,001	341,000	5,334.45	3,464.83
341,001	342,000	5,348.71	3,474.10
342,001	343,000	5,362.97	3,483.36
343,001	344,000	5,377.24	3,492.62
344,001	345,000	5,391.50	3,501.89
345,001	346,000	5,405.76	3,511.15
346,001	347,000	5,420.02	3,520.41
347,001	348,000	5,434.28	3,529.67
348,001	349,000	5,448.55	3,538.94
349,001	350,000	5,462.81	3,548.20
350,001	351,000	5,477.07	3,557.46
351,001	352,000	5,491.33	3,566.73
352,001	353,000	5,505.59	3,575.99
353,001	354,000	5,519.85	3,585.25
354,001	355,000	5,534.12	3,594.51
355,001	356,000	5,548.38	3,603.78
356,001	357,000	5,562.64	3,613.04
357,001	358,000	5,576.90	3,622.30
358,001	359,000	5,591.16	3,631.57
359,001	360,000	5,605.43	3,640.83
360,001	361,000	5,619.69	3,650.09
361,001	362,000	5,633.95	3,659.35
362,001	363,000	5,648.21	3,668.62
363,001	364,000	5,662.47	3,677.88
364,001	365,000	5,676.73	3,687.14
365,001	366,000	5,691.00	3,696.41
366,001	367,000	5,705.26	3,705.67
367,001	368,000	5,719.52	3,714.93
368,001	369,000	5,733.78	3,724.19
369,001	370,000	5,748.04	3,733.46
370,001	371,000	5,762.30	3,742.72
371,001	372,000	5,776.57	3,751.98
372,001	373,000	5,790.83	3,761.24
373,001	374,000	5,805.09	3,770.51
374,001	375,000	5,819.35	3,779.77
375,001	376,000	5,833.61	3,789.03
376,001	377,000	5,847.88	3,798.30
377,001	378,000	5,862.14	3,807.56
378,001	379,000	5,876.40	3,816.82
379,001	380,000	5,890.66	3,826.08
380,001	381,000	5,904.92	3,835.35
381,001	382,000	5,919.18	3,844.61
382,001	383,000	5,933.45	3,853.87
383,001	384,000	5,947.71	3,863.14
384,001	385,000	5,961.97	3,872.40
385,001	386,000	5,976.23	3,881.66
386,001	387,000	5,990.49	3,890.92
387,001	388,000	6,004.76	3,900.19
388,001	389,000	6,019.02	3,909.45
389,001	390,000	6,033.28	3,918.71
390,001	391,000	6,047.54	3,927.98
391,001	392,000	6,061.80	3,937.24
392,001	393,000	6,076.06	3,946.50
393,001	394,000	6,090.33	3,955.76
394,001	395,000	6,104.59	3,965.03
395,001	396,000	6,118.85	3,974.29
396,001	397,000	6,133.11	3,983.55
397,001	398,000	6,147.37	3,992.82
398,001	399,000	6,161.64	4,002.08
399,001	400,000	6,175.90	4,011.34
400,001	401,000	6,190.16	4,020.60
401,001	402,000	6,204.42	4,029.87
402,001	403,000	6,218.68	4,039.13
403,001	404,000	6,232.94	4,048.39
404,001	405,000	6,247.21	4,057.66
405,001	406,000	6,261.47	4,066.92
406,001	407,000	6,275.73	4,076.18
407,001	408,000	6,289.99	4,085.44
408,001	409,000	6,304.25	4,094.71
409,001	410,000	6,318.52	4,103.97
410,001	411,000	6,332.78	4,113.23
411,001	412,000	6,347.04	4,122.50
412,001	413,000	6,361.30	4,131.76
413,001	414,000	6,375.56	4,141.02
414,001	415,000	6,389.82	4,150.28
415,001	416,000	6,404.09	4,159.55
416,001	417,000	6,418.35	4,168.81
417,001	418,000	6,432.61	4,178.07
418,001	419,000	6,446.87	4,187.33
419,001	420,000	6,461.13	4,196.60
420,001	421,000	6,475.40	4,205.86
421,001	422,000	6,489.66	4,215.12
422,001	423,000	6,503.92	4,224.39
423,001	424,000	6,518.18	4,233.65
424,001	425,000	6,532.44	4,242.91
425,001	426,000	6,546.70	4,252.17

Building Permit Fees - Current			
Total Valuation		Building Permit Fee	Plan Check Fee
426,001	427,000	1,836.71	1,192.97
427,001	428,000	1,840.70	1,195.56
428,001	429,000	1,844.69	1,198.15
429,001	430,000	1,848.69	1,200.75
430,001	431,000	1,852.68	1,203.34
431,001	432,000	1,856.67	1,205.93
432,001	433,000	1,860.66	1,208.53
433,001	434,000	1,864.66	1,211.12
434,001	435,000	1,868.65	1,213.71
435,001	436,000	1,872.64	1,216.31
436,001	437,000	1,876.63	1,218.90
437,001	438,000	1,880.63	1,221.49
438,001	439,000	1,884.62	1,224.08
439,001	440,000	1,888.61	1,226.68
440,001	441,000	1,892.60	1,229.27
441,001	442,000	1,896.60	1,231.86
442,001	443,000	1,900.59	1,234.46
443,001	444,000	1,904.58	1,237.05
444,001	445,000	1,908.57	1,239.64
445,001	446,000	1,912.57	1,242.24
446,001	447,000	1,916.56	1,244.83
447,001	448,000	1,920.55	1,247.42
448,001	449,000	1,924.54	1,250.02
449,001	450,000	1,928.54	1,252.61
450,001	451,000	1,932.53	1,255.20
451,001	452,000	1,936.52	1,257.79
452,001	453,000	1,940.51	1,260.39
453,001	454,000	1,944.51	1,262.98
454,001	455,000	1,948.50	1,265.57
455,001	456,000	1,952.49	1,268.17
456,001	457,000	1,956.48	1,270.76
457,001	458,000	1,960.48	1,273.35
458,001	459,000	1,964.47	1,275.95
459,001	460,000	1,968.46	1,278.54
460,001	461,000	1,972.45	1,281.13
461,001	462,000	1,976.45	1,283.73
462,001	463,000	1,980.44	1,286.32
463,001	464,000	1,984.43	1,288.91
464,001	465,000	1,988.42	1,291.50
465,001	466,000	1,992.42	1,294.10
466,001	467,000	1,996.41	1,296.69
467,001	468,000	2,000.40	1,299.28
468,001	469,000	2,004.39	1,301.88
469,001	470,000	2,008.39	1,304.47
470,001	471,000	2,012.38	1,307.06
471,001	472,000	2,016.37	1,309.66
472,001	473,000	2,020.36	1,312.25
473,001	474,000	2,024.36	1,314.84
474,001	475,000	2,028.35	1,317.44
475,001	476,000	2,032.34	1,320.03
476,001	477,000	2,036.33	1,322.62
477,001	478,000	2,040.33	1,325.21
478,001	479,000	2,044.32	1,327.81
479,001	480,000	2,048.31	1,330.40
480,001	481,000	2,052.30	1,332.99
481,001	482,000	2,056.30	1,335.59
482,001	483,000	2,060.29	1,338.18
483,001	484,000	2,064.28	1,340.77
484,001	485,000	2,068.27	1,343.37
485,001	486,000	2,072.27	1,345.96
486,001	487,000	2,076.26	1,348.55
487,001	488,000	2,080.25	1,351.15
488,001	489,000	2,084.25	1,353.74
489,001	490,000	2,088.24	1,356.33
490,001	491,000	2,092.23	1,358.92
491,001	492,000	2,096.22	1,361.52
492,001	493,000	2,100.22	1,364.11
493,001	494,000	2,104.21	1,366.70
494,001	495,000	2,108.20	1,369.30
495,001	496,000	2,112.19	1,371.89
496,001	497,000	2,116.19	1,374.48
497,001	498,000	2,120.18	1,377.08
498,001	499,000	2,124.17	1,379.67
499,001	500,000	2,128.16	1,382.26
500,001	501,000	2,131.52	1,385.49
501,001	502,000	2,134.87	1,387.67
502,001	503,000	2,138.23	1,389.85
503,001	504,000	2,141.58	1,392.03
504,001	505,000	2,144.94	1,394.21
505,001	506,000	2,148.29	1,396.39
506,001	507,000	2,151.64	1,398.57
507,001	508,000	2,155.00	1,400.75
508,001	509,000	2,158.35	1,402.93
509,001	510,000	2,161.71	1,405.11
510,001	511,000	2,165.06	1,407.29
511,001	512,000	2,168.42	1,409.47
512,001	513,000	2,171.77	1,411.65
513,001	514,000	2,175.13	1,413.83

Building Permit Fees - Suggested			
Total Valuation		Building Permit Fee	Plan Check Fee
426,001	427,000	6,560.97	4,261.44
427,001	428,000	6,575.23	4,270.70
428,001	429,000	6,589.49	4,279.96
429,001	430,000	6,603.75	4,289.23
430,001	431,000	6,618.01	4,298.49
431,001	432,000	6,632.28	4,307.75
432,001	433,000	6,646.54	4,317.01
433,001	434,000	6,660.80	4,326.28
434,001	435,000	6,675.06	4,335.54
435,001	436,000	6,689.32	4,344.80
436,001	437,000	6,703.58	4,354.07
437,001	438,000	6,717.85	4,363.33
438,001	439,000	6,732.11	4,372.59
439,001	440,000	6,746.37	4,381.85
440,001	441,000	6,760.63	4,391.12
441,001	442,000	6,774.89	4,400.38
442,001	443,000	6,789.16	4,409.64
443,001	444,000	6,803.42	4,418.91
444,001	445,000	6,817.68	4,428.17
445,001	446,000	6,831.94	4,437.43
446,001	447,000	6,846.20	4,446.69
447,001	448,000	6,860.46	4,455.96
448,001	449,000	6,874.73	4,465.22
449,001	450,000	6,888.99	4,474.48
450,001	451,000	6,903.25	4,483.75
451,001	452,000	6,917.51	4,493.01
452,001	453,000	6,931.77	4,502.27
453,001	454,000	6,946.03	4,511.53
454,001	455,000	6,960.30	4,520.80
455,001	456,000	6,974.56	4,530.06
456,001	457,000	6,988.82	4,539.32
457,001	458,000	7,003.08	4,548.59
458,001	459,000	7,017.34	4,557.85
459,001	460,000	7,031.61	4,567.11
460,001	461,000	7,045.87	4,576.37
461,001	462,000	7,060.13	4,585.64
462,001	463,000	7,074.39	4,594.90
463,001	464,000	7,088.65	4,604.16
464,001	465,000	7,102.91	4,613.42
465,001	466,000	7,117.18	4,622.69
466,001	467,000	7,131.44	4,631.95
467,001	468,000	7,145.70	4,641.21
468,001	469,000	7,159.96	4,650.48
469,001	470,000	7,174.22	4,659.74
470,001	471,000	7,188.49	4,669.00
471,001	472,000	7,202.75	4,678.26
472,001	473,000	7,217.01	4,687.53
473,001	474,000	7,231.27	4,696.79
474,001	475,000	7,245.53	4,706.05
475,001	476,000	7,259.79	4,715.32
476,001	477,000	7,274.06	4,724.58
477,001	478,000	7,288.32	4,733.84
478,001	479,000	7,302.58	4,743.10
479,001	480,000	7,316.84	4,752.37
480,001	481,000	7,331.10	4,761.63
481,001	482,000	7,345.37	4,770.89
482,001	483,000	7,359.63	4,780.16
483,001	484,000	7,373.89	4,789.42
484,001	485,000	7,388.15	4,798.68
485,001	486,000	7,402.41	4,807.94
486,001	487,000	7,416.67	4,817.21
487,001	488,000	7,430.94	4,826.47
488,001	489,000	7,445.20	4,835.73
489,001	490,000	7,459.46	4,845.00
490,001	491,000	7,473.72	4,854.26
491,001	492,000	7,487.98	4,863.52
492,001	493,000	7,502.25	4,872.78
493,001	494,000	7,516.51	4,882.05
494,001	495,000	7,530.77	4,891.31
495,001	496,000	7,545.03	4,900.57
496,001	497,000	7,559.29	4,909.84
497,001	498,000	7,573.55	4,919.10
498,001	499,000	7,587.82	4,928.36
499,001	500,000	7,602.08	4,937.62
500,001	501,000	7,616.34	4,946.88
501,001	502,000	7,630.60	4,956.14
502,001	503,000	7,644.86	4,965.40
503,001	504,000	7,659.12	4,974.66
504,001	505,000	7,673.38	4,983.92
505,001	506,000	7,687.64	4,993.18
506,001	507,000	7,701.90	5,002.44
507,001	508,000	7,716.16	5,011.70
508,001	509,000	7,730.42	5,020.96
509,001	510,000	7,744.68	5,030.22
510,001	511,000	7,758.94	5,039.48
511,001	512,000	7,773.20	5,048.74
512,001	513,000	7,787.46	5,058.00
513,001	514,000	7,801.72	5,067.26

Building Permit Fees - Current			
Total Valuation		Building Permit Fee	Plan Check Fee
514,001	515,000	2,178.48	1,416.01
515,001	516,000	2,181.84	1,418.19
516,001	517,000	2,185.19	1,420.37
517,001	518,000	2,188.54	1,422.55
518,001	519,000	2,191.90	1,424.73
519,001	520,000	2,195.25	1,426.91
520,001	521,000	2,198.61	1,429.10
521,001	522,000	2,201.96	1,431.28
522,001	523,000	2,205.32	1,433.46
523,001	524,000	2,208.67	1,435.64
524,001	525,000	2,212.03	1,437.82
525,001	526,000	2,215.38	1,440.00
526,001	527,000	2,218.74	1,442.18
527,001	528,000	2,222.09	1,444.36
528,001	529,000	2,225.44	1,446.54
529,001	530,000	2,228.80	1,448.72
530,001	531,000	2,232.15	1,450.90
531,001	532,000	2,235.51	1,453.08
532,001	533,000	2,238.86	1,455.26
533,001	534,000	2,242.22	1,457.44
534,001	535,000	2,245.57	1,459.62
535,001	536,000	2,248.93	1,461.80
536,001	537,000	2,252.28	1,463.98
537,001	538,000	2,255.64	1,466.16
538,001	539,000	2,258.99	1,468.34
539,001	540,000	2,262.34	1,470.52
540,001	541,000	2,265.70	1,472.70
541,001	542,000	2,269.05	1,474.88
542,001	543,000	2,272.41	1,477.07
543,001	544,000	2,275.76	1,479.25
544,001	545,000	2,279.12	1,481.43
545,001	546,000	2,282.47	1,483.61
546,001	547,000	2,285.83	1,485.79
547,001	548,000	2,289.18	1,487.97
548,001	549,000	2,292.54	1,490.15
549,001	550,000	2,295.89	1,492.33
550,001	551,000	2,299.24	1,494.51
551,001	552,000	2,302.60	1,496.69
552,001	553,000	2,305.95	1,498.87
553,001	554,000	2,309.31	1,501.05
554,001	555,000	2,312.66	1,503.23
555,001	556,000	2,316.02	1,505.41
556,001	557,000	2,319.37	1,507.59
557,001	558,000	2,322.73	1,509.77
558,001	559,000	2,326.08	1,511.95
559,001	560,000	2,329.44	1,514.13
560,001	561,000	2,332.79	1,516.31
561,001	562,000	2,336.14	1,518.49
562,001	563,000	2,339.50	1,520.67
563,001	564,000	2,342.85	1,522.85
564,001	565,000	2,346.21	1,525.04
565,001	566,000	2,349.56	1,527.22
566,001	567,000	2,352.92	1,529.40
567,001	568,000	2,356.27	1,531.58
568,001	569,000	2,359.63	1,533.76
569,001	570,000	2,362.98	1,535.94
570,001	571,000	2,366.34	1,538.12
571,001	572,000	2,369.69	1,540.30
572,001	573,000	2,373.04	1,542.48
573,001	574,000	2,376.40	1,544.66
574,001	575,000	2,379.75	1,546.84
575,001	576,000	2,383.11	1,549.02
576,001	577,000	2,386.46	1,551.20
577,001	578,000	2,389.82	1,553.38
578,001	579,000	2,393.17	1,555.56
579,001	580,000	2,396.53	1,557.74
580,001	581,000	2,399.88	1,559.92
581,001	582,000	2,403.24	1,562.10
582,001	583,000	2,406.59	1,564.28
583,001	584,000	2,409.94	1,566.46
584,001	585,000	2,413.30	1,568.64
585,001	586,000	2,416.65	1,570.82
586,001	587,000	2,420.01	1,573.01
587,001	588,000	2,423.36	1,575.19
588,001	589,000	2,426.72	1,577.37
589,001	590,000	2,430.07	1,579.55
590,001	591,000	2,433.43	1,581.73
591,001	592,000	2,436.78	1,583.91
592,001	593,000	2,440.13	1,586.09
593,001	594,000	2,443.49	1,588.27
594,001	595,000	2,446.84	1,590.45
595,001	596,000	2,450.20	1,592.63
596,001	597,000	2,453.55	1,594.81
597,001	598,000	2,456.91	1,596.99
598,001	599,000	2,460.26	1,599.17
599,001	600,000	2,463.62	1,601.35
600,001	601,000	2,466.97	1,603.53
601,001	602,000	2,470.33	1,605.71

Building Permit Fees - Suggested			
Total Valuation		Building Permit Fee	Plan Check Fee
514,001	515,000	7,781.82	5,058.18
515,001	516,000	7,793.80	5,065.97
516,001	517,000	7,805.79	5,073.76
517,001	518,000	7,817.77	5,081.55
518,001	519,000	7,829.75	5,089.34
519,001	520,000	7,841.74	5,097.13
520,001	521,000	7,853.72	5,104.92
521,001	522,000	7,865.70	5,112.71
522,001	523,000	7,877.68	5,120.49
523,001	524,000	7,889.67	5,128.28
524,001	525,000	7,901.65	5,136.07
525,001	526,000	7,913.63	5,143.86
526,001	527,000	7,925.62	5,151.65
527,001	528,000	7,937.60	5,159.44
528,001	529,000	7,949.58	5,167.23
529,001	530,000	7,961.56	5,175.02
530,001	531,000	7,973.55	5,182.81
531,001	532,000	7,985.53	5,190.59
532,001	533,000	7,997.51	5,198.38
533,001	534,000	8,009.50	5,206.17
534,001	535,000	8,021.48	5,213.96
535,001	536,000	8,033.46	5,221.75
536,001	537,000	8,045.44	5,229.54
537,001	538,000	8,057.43	5,237.33
538,001	539,000	8,069.41	5,245.12
539,001	540,000	8,081.39	5,252.91
540,001	541,000	8,093.38	5,260.69
541,001	542,000	8,105.36	5,268.48
542,001	543,000	8,117.34	5,276.27
543,001	544,000	8,129.32	5,284.06
544,001	545,000	8,141.31	5,291.85
545,001	546,000	8,153.29	5,299.64
546,001	547,000	8,165.27	5,307.43
547,001	548,000	8,177.26	5,315.22
548,001	549,000	8,189.24	5,323.00
549,001	550,000	8,201.22	5,330.79
550,001	551,000	8,213.20	5,338.58
551,001	552,000	8,225.19	5,346.37
552,001	553,000	8,237.17	5,354.16
553,001	554,000	8,249.15	5,361.95
554,001	555,000	8,261.14	5,369.74
555,001	556,000	8,273.12	5,377.53
556,001	557,000	8,285.10	5,385.32
557,001	558,000	8,297.08	5,393.10
558,001	559,000	8,309.07	5,400.89
559,001	560,000	8,321.05	5,408.68
560,001	561,000	8,333.03	5,416.47
561,001	562,000	8,345.02	5,424.26
562,001	563,000	8,357.00	5,432.05
563,001	564,000	8,368.98	5,439.84
564,001	565,000	8,380.96	5,447.63
565,001	566,000	8,392.95	5,455.42
566,001	567,000	8,404.93	5,463.20
567,001	568,000	8,416.91	5,470.99
568,001	569,000	8,428.90	5,478.78
569,001	570,000	8,440.88	5,486.57
570,001	571,000	8,452.86	5,494.36
571,001	572,000	8,464.84	5,502.15
572,001	573,000	8,476.83	5,509.94
573,001	574,000	8,488.81	5,517.73
574,001	575,000	8,500.79	5,525.52
575,001	576,000	8,512.78	5,533.30
576,001	577,000	8,524.76	5,541.09
577,001	578,000	8,536.74	5,548.88
578,001	579,000	8,548.72	5,556.67
579,001	580,000	8,560.71	5,564.46
580,001	581,000	8,572.69	5,572.25
581,001	582,000	8,584.67	5,580.04
582,001	583,000	8,596.66	5,587.83
583,001	584,000	8,608.64	5,595.61
584,001	585,000	8,620.62	5,603.40
585,001	586,000	8,632.60	5,611.19
586,001	587,000	8,644.59	5,618.98
587,001	588,000	8,656.57	5,626.77
588,001	589,000	8,668.55	5,634.56
589,001	590,000	8,680.54	5,642.35
590,001	591,000	8,692.52	5,650.14
591,001	592,000	8,704.50	5,657.93
592,001	593,000	8,716.48	5,665.71
593,001	594,000	8,728.47	5,673.50
594,001	595,000	8,740.45	5,681.29
595,001	596,000	8,752.43	5,689.08
596,001	597,000	8,764.42	5,696.87
597,001	598,000	8,776.40	5,704.66
598,001	599,000	8,788.38	5,712.45
599,001	600,000	8,800.36	5,720.24
600,001	601,000	8,812.35	5,728.03
601,001	602,000	8,824.33	5,735.81

Building Permit Fees - Current			
Total Valuation		Building Permit Fee	Plan Check Fee
602,001	603,000	2,473.68	1,607.89
603,001	604,000	2,477.03	1,610.07
604,001	605,000	2,480.39	1,612.25
605,001	606,000	2,483.74	1,614.43
606,001	607,000	2,487.10	1,616.61
607,001	608,000	2,490.45	1,618.79
608,001	609,000	2,493.81	1,620.97
609,001	610,000	2,497.16	1,623.16
610,001	611,000	2,500.52	1,625.34
611,001	612,000	2,503.87	1,627.52
612,001	613,000	2,507.23	1,629.70
613,001	614,000	2,510.58	1,631.88
614,001	615,000	2,513.93	1,634.06
615,001	616,000	2,517.29	1,636.24
616,001	617,000	2,520.64	1,638.42
617,001	618,000	2,524.00	1,640.60
618,001	619,000	2,527.35	1,642.78
619,001	620,000	2,530.71	1,644.96
620,001	621,000	2,534.06	1,647.14
621,001	622,000	2,537.42	1,649.32
622,001	623,000	2,540.77	1,651.50
623,001	624,000	2,544.13	1,653.68
624,001	625,000	2,547.48	1,655.86
625,001	626,000	2,550.83	1,658.04
626,001	627,000	2,554.19	1,660.22
627,001	628,000	2,557.54	1,662.40
628,001	629,000	2,560.90	1,664.58
629,001	630,000	2,564.25	1,666.76
630,001	631,000	2,567.61	1,668.94
631,001	632,000	2,570.96	1,671.13
632,001	633,000	2,574.32	1,673.31
633,001	634,000	2,577.67	1,675.49
634,001	635,000	2,581.03	1,677.67
635,001	636,000	2,584.38	1,679.85
636,001	637,000	2,587.73	1,682.03
637,001	638,000	2,591.09	1,684.21
638,001	639,000	2,594.44	1,686.39
639,001	640,000	2,597.80	1,688.57
640,001	641,000	2,601.15	1,690.75
641,001	642,000	2,604.51	1,692.93
642,001	643,000	2,607.86	1,695.11
643,001	644,000	2,611.22	1,697.29
644,001	645,000	2,614.57	1,699.47
645,001	646,000	2,617.93	1,701.65
646,001	647,000	2,621.28	1,703.83
647,001	648,000	2,624.63	1,706.01
648,001	649,000	2,627.99	1,708.19
649,001	650,000	2,631.34	1,710.37
650,001	651,000	2,634.70	1,712.55
651,001	652,000	2,638.05	1,714.73
652,001	653,000	2,641.41	1,716.91
653,001	654,000	2,644.76	1,719.10
654,001	655,000	2,648.12	1,721.28
655,001	656,000	2,651.47	1,723.46
656,001	657,000	2,654.83	1,725.64
657,001	658,000	2,658.18	1,727.82
658,001	659,000	2,661.53	1,730.00
659,001	660,000	2,664.89	1,732.18
660,001	661,000	2,668.24	1,734.36
661,001	662,000	2,671.60	1,736.54
662,001	663,000	2,674.95	1,738.72
663,001	664,000	2,678.31	1,740.90
664,001	665,000	2,681.66	1,743.08
665,001	666,000	2,685.02	1,745.26
666,001	667,000	2,688.37	1,747.44
667,001	668,000	2,691.73	1,749.62
668,001	669,000	2,695.08	1,751.80
669,001	670,000	2,698.43	1,753.98
670,001	671,000	2,701.79	1,756.16
671,001	672,000	2,705.14	1,758.34
672,001	673,000	2,708.50	1,760.52
673,001	674,000	2,711.85	1,762.70
674,001	675,000	2,715.21	1,764.88
675,001	676,000	2,718.56	1,767.07
676,001	677,000	2,721.92	1,769.25
677,001	678,000	2,725.27	1,771.43
678,001	679,000	2,728.63	1,773.61
679,001	680,000	2,731.98	1,775.79
680,001	681,000	2,735.33	1,777.97
681,001	682,000	2,738.69	1,780.15
682,001	683,000	2,742.04	1,782.33
683,001	684,000	2,745.40	1,784.51
684,001	685,000	2,748.75	1,786.69
685,001	686,000	2,752.11	1,788.87
686,001	687,000	2,755.46	1,791.05
687,001	688,000	2,758.82	1,793.23
688,001	689,000	2,762.17	1,795.41
689,001	690,000	2,765.53	1,797.59

Building Permit Fees - Suggested			
Total Valuation		Building Permit Fee	Plan Check Fee
602,001	603,000	8,836.31	5,743.60
603,001	604,000	8,848.30	5,751.39
604,001	605,000	8,860.28	5,759.18
605,001	606,000	8,872.26	5,766.97
606,001	607,000	8,884.24	5,774.76
607,001	608,000	8,896.23	5,782.55
608,001	609,000	8,908.21	5,790.34
609,001	610,000	8,920.19	5,798.13
610,001	611,000	8,932.18	5,805.91
611,001	612,000	8,944.16	5,813.70
612,001	613,000	8,956.14	5,821.49
613,001	614,000	8,968.12	5,829.28
614,001	615,000	8,980.11	5,837.07
615,001	616,000	8,992.09	5,844.86
616,001	617,000	9,004.07	5,852.65
617,001	618,000	9,016.06	5,860.44
618,001	619,000	9,028.04	5,868.22
619,001	620,000	9,040.02	5,876.01
620,001	621,000	9,052.00	5,883.80
621,001	622,000	9,063.99	5,891.59
622,001	623,000	9,075.97	5,899.38
623,001	624,000	9,087.95	5,907.17
624,001	625,000	9,099.94	5,914.96
625,001	626,000	9,111.92	5,922.75
626,001	627,000	9,123.90	5,930.54
627,001	628,000	9,135.88	5,938.32
628,001	629,000	9,147.87	5,946.11
629,001	630,000	9,159.85	5,953.90
630,001	631,000	9,171.83	5,961.69
631,001	632,000	9,183.82	5,969.48
632,001	633,000	9,195.80	5,977.27
633,001	634,000	9,207.78	5,985.06
634,001	635,000	9,219.76	5,992.85
635,001	636,000	9,231.75	6,000.64
636,001	637,000	9,243.73	6,008.42
637,001	638,000	9,255.71	6,016.21
638,001	639,000	9,267.70	6,024.00
639,001	640,000	9,279.68	6,031.79
640,001	641,000	9,291.66	6,039.58
641,001	642,000	9,303.64	6,047.37
642,001	643,000	9,315.63	6,055.16
643,001	644,000	9,327.61	6,062.95
644,001	645,000	9,339.59	6,070.74
645,001	646,000	9,351.58	6,078.52
646,001	647,000	9,363.56	6,086.31
647,001	648,000	9,375.54	6,094.10
648,001	649,000	9,387.52	6,101.89
649,001	650,000	9,399.51	6,109.68
650,001	651,000	9,411.49	6,117.47
651,001	652,000	9,423.47	6,125.26
652,001	653,000	9,435.46	6,133.05
653,001	654,000	9,447.44	6,140.84
654,001	655,000	9,459.42	6,148.62
655,001	656,000	9,471.40	6,156.41
656,001	657,000	9,483.39	6,164.20
657,001	658,000	9,495.37	6,171.99
658,001	659,000	9,507.35	6,179.78
659,001	660,000	9,519.34	6,187.57
660,001	661,000	9,531.32	6,195.36
661,001	662,000	9,543.30	6,203.15
662,001	663,000	9,555.28	6,210.93
663,001	664,000	9,567.27	6,218.72
664,001	665,000	9,579.25	6,226.51
665,001	666,000	9,591.23	6,234.30
666,001	667,000	9,603.22	6,242.09
667,001	668,000	9,615.20	6,249.88
668,001	669,000	9,627.18	6,257.67
669,001	670,000	9,639.16	6,265.46
670,001	671,000	9,651.15	6,273.25
671,001	672,000	9,663.13	6,281.03
672,001	673,000	9,675.11	6,288.82
673,001	674,000	9,687.10	6,296.61
674,001	675,000	9,699.08	6,304.40
675,001	676,000	9,711.06	6,312.19
676,001	677,000	9,723.04	6,319.98
677,001	678,000	9,735.03	6,327.77
678,001	679,000	9,747.01	6,335.56
679,001	680,000	9,758.99	6,343.35
680,001	681,000	9,770.98	6,351.13
681,001	682,000	9,782.96	6,358.92
682,001	683,000	9,794.94	6,366.71
683,001	684,000	9,806.92	6,374.50
684,001	685,000	9,818.91	6,382.29
685,001	686,000	9,830.89	6,390.08
686,001	687,000	9,842.87	6,397.87
687,001	688,000	9,854.86	6,405.66
688,001	689,000	9,866.84	6,413.45
689,001	690,000	9,878.82	6,421.23

Building Permit Fees - Current			
Total Valuation		Building Permit Fee	Plan Check Fee
690,001	691,000	2,768.88	1,799.77
691,001	692,000	2,772.23	1,801.95
692,001	693,000	2,775.59	1,804.13
693,001	694,000	2,778.94	1,806.31
694,001	695,000	2,782.30	1,808.49
695,001	696,000	2,785.65	1,810.67
696,001	697,000	2,789.01	1,812.85
697,001	698,000	2,792.36	1,815.04
698,001	699,000	2,795.72	1,817.22
699,001	700,000	2,799.07	1,819.40
700,001	701,000	2,802.43	1,821.58
701,001	702,000	2,805.78	1,823.76
702,001	703,000	2,809.13	1,825.94
703,001	704,000	2,812.49	1,828.12
704,001	705,000	2,815.84	1,830.30
705,001	706,000	2,819.20	1,832.48
706,001	707,000	2,822.55	1,834.66
707,001	708,000	2,825.91	1,836.84
708,001	709,000	2,829.26	1,839.02
709,001	710,000	2,832.62	1,841.20
710,001	711,000	2,835.97	1,843.38
711,001	712,000	2,839.33	1,845.56
712,001	713,000	2,842.68	1,847.74
713,001	714,000	2,846.03	1,849.92
714,001	715,000	2,849.39	1,852.10
715,001	716,000	2,852.74	1,854.28
716,001	717,000	2,856.10	1,856.46
717,001	718,000	2,859.45	1,858.64
718,001	719,000	2,862.81	1,860.82
719,001	720,000	2,866.16	1,863.01
720,001	721,000	2,869.52	1,865.19
721,001	722,000	2,872.87	1,867.37
722,001	723,000	2,876.23	1,869.55
723,001	724,000	2,879.58	1,871.73
724,001	725,000	2,882.93	1,873.91
725,001	726,000	2,886.29	1,876.09
726,001	727,000	2,889.64	1,878.27
727,001	728,000	2,893.00	1,880.45
728,001	729,000	2,896.35	1,882.63
729,001	730,000	2,899.71	1,884.81
730,001	731,000	2,903.06	1,886.99
731,001	732,000	2,906.42	1,889.17
732,001	733,000	2,909.77	1,891.35
733,001	734,000	2,913.13	1,893.53
734,001	735,000	2,916.48	1,895.71
735,001	736,000	2,919.83	1,897.89
736,001	737,000	2,923.19	1,900.07
737,001	738,000	2,926.54	1,902.25
738,001	739,000	2,929.90	1,904.43
739,001	740,000	2,933.25	1,906.61
740,001	741,000	2,936.61	1,908.79
741,001	742,000	2,939.96	1,910.97
742,001	743,000	2,943.32	1,913.16
743,001	744,000	2,946.67	1,915.34
744,001	745,000	2,950.03	1,917.52
745,001	746,000	2,953.38	1,919.70
746,001	747,000	2,956.73	1,921.88
747,001	748,000	2,960.09	1,924.06
748,001	749,000	2,963.44	1,926.24
749,001	750,000	2,966.80	1,928.42
750,001	751,000	2,970.15	1,930.60
751,001	752,000	2,973.51	1,932.78
752,001	753,000	2,976.86	1,934.96
753,001	754,000	2,980.22	1,937.14
754,001	755,000	2,983.57	1,939.32
755,001	756,000	2,986.92	1,941.50
756,001	757,000	2,990.28	1,943.68
757,001	758,000	2,993.63	1,945.86
758,001	759,000	2,996.99	1,948.04
759,001	760,000	3,000.34	1,950.22
760,001	761,000	3,003.70	1,952.40
761,001	762,000	3,007.05	1,954.58
762,001	763,000	3,010.41	1,956.76
763,001	764,000	3,013.76	1,958.94
764,001	765,000	3,017.12	1,961.13
765,001	766,000	3,020.47	1,963.31
766,001	767,000	3,023.82	1,965.49
767,001	768,000	3,027.18	1,967.67
768,001	769,000	3,030.53	1,969.85
769,001	770,000	3,033.89	1,972.03
770,001	771,000	3,037.24	1,974.21
771,001	772,000	3,040.60	1,976.39
772,001	773,000	3,043.95	1,978.57
773,001	774,000	3,047.31	1,980.75
774,001	775,000	3,050.66	1,982.93
775,001	776,000	3,054.02	1,985.11
776,001	777,000	3,057.37	1,987.29
777,001	778,000	3,060.72	1,989.47

Building Permit Fees - Suggested			
Total Valuation		Building Permit Fee	Plan Check Fee
690,001	691,000	9,890.80	6,429.02
691,001	692,000	9,902.79	6,436.81
692,001	693,000	9,914.77	6,444.60
693,001	694,000	9,926.75	6,452.39
694,001	695,000	9,938.74	6,460.18
695,001	696,000	9,950.72	6,467.97
696,001	697,000	9,962.70	6,475.76
697,001	698,000	9,974.68	6,483.54
698,001	699,000	9,986.67	6,491.33
699,001	700,000	9,998.65	6,499.12
700,001	701,000	10,010.63	6,506.91
701,001	702,000	10,022.62	6,514.70
702,001	703,000	10,034.60	6,522.49
703,001	704,000	10,046.58	6,530.28
704,001	705,000	10,058.56	6,538.07
705,001	706,000	10,070.55	6,545.86
706,001	707,000	10,082.53	6,553.64
707,001	708,000	10,094.51	6,561.43
708,001	709,000	10,106.50	6,569.22
709,001	710,000	10,118.48	6,577.01
710,001	711,000	10,130.46	6,584.80
711,001	712,000	10,142.44	6,592.59
712,001	713,000	10,154.43	6,600.38
713,001	714,000	10,166.41	6,608.17
714,001	715,000	10,178.39	6,615.96
715,001	716,000	10,190.38	6,623.74
716,001	717,000	10,202.36	6,631.53
717,001	718,000	10,214.34	6,639.32
718,001	719,000	10,226.32	6,647.11
719,001	720,000	10,238.31	6,654.90
720,001	721,000	10,250.29	6,662.69
721,001	722,000	10,262.27	6,670.48
722,001	723,000	10,274.26	6,678.27
723,001	724,000	10,286.24	6,686.06
724,001	725,000	10,298.22	6,693.84
725,001	726,000	10,310.20	6,701.63
726,001	727,000	10,322.19	6,709.42
727,001	728,000	10,334.17	6,717.21
728,001	729,000	10,346.15	6,725.00
729,001	730,000	10,358.14	6,732.79
730,001	731,000	10,370.12	6,740.58
731,001	732,000	10,382.10	6,748.37
732,001	733,000	10,394.08	6,756.15
733,001	734,000	10,406.07	6,763.94
734,001	735,000	10,418.05	6,771.73
735,001	736,000	10,430.03	6,779.52
736,001	737,000	10,442.02	6,787.31
737,001	738,000	10,454.00	6,795.10
738,001	739,000	10,466.98	6,802.89
739,001	740,000	10,478.96	6,810.68
740,001	741,000	10,489.95	6,818.47
741,001	742,000	10,501.93	6,826.25
742,001	743,000	10,513.91	6,834.04
743,001	744,000	10,525.90	6,841.83
744,001	745,000	10,537.88	6,849.62
745,001	746,000	10,549.86	6,857.41
746,001	747,000	10,561.84	6,865.20
747,001	748,000	10,573.83	6,872.99
748,001	749,000	10,585.81	6,880.78
749,001	750,000	10,597.79	6,888.57
750,001	751,000	10,609.78	6,896.35
751,001	752,000	10,621.76	6,904.14
752,001	753,000	10,633.74	6,911.93
753,001	754,000	10,645.72	6,919.72
754,001	755,000	10,657.71	6,927.51
755,001	756,000	10,669.69	6,935.30
756,001	757,000	10,681.67	6,943.09
757,001	758,000	10,693.66	6,950.88
758,001	759,000	10,705.64	6,958.67
759,001	760,000	10,717.62	6,966.45
760,001	761,000	10,729.60	6,974.24
761,001	762,000	10,741.59	6,982.03
762,001	763,000	10,753.57	6,989.82
763,001	764,000	10,765.55	6,997.61
764,001	765,000	10,777.54	7,005.40
765,001	766,000	10,789.52	7,013.19
766,001	767,000	10,801.50	7,020.98
767,001	768,000	10,813.48	7,028.76
768,001	769,000	10,825.47	7,036.55
769,001	770,000	10,837.45	7,044.34
770,001	771,000	10,849.43	7,052.13
771,001	772,000	10,861.42	7,059.92
772,001	773,000	10,873.40	7,067.71
773,001	774,000	10,885.38	7,075.50
774,001	775,000	10,897.36	7,083.29
775,001	776,000	10,909.35	7,091.08
776,001	777,000	10,921.33	7,098.86
777,001	778,000	10,933.31	7,106.65

Building Permit Fees - Current			
Total Valuation		Building Permit Fee	Plan Check Fee
778,001	779,000	3,064.08	1,991.65
779,001	780,000	3,067.43	1,993.83
780,001	781,000	3,070.79	1,996.01
781,001	782,000	3,074.14	1,998.19
782,001	783,000	3,077.50	2,000.37
783,001	784,000	3,080.85	2,002.55
784,001	785,000	3,084.21	2,004.73
785,001	786,000	3,087.56	2,006.91
786,001	787,000	3,090.92	2,009.10
787,001	788,000	3,094.27	2,011.28
788,001	789,000	3,097.62	2,013.46
789,001	790,000	3,100.98	2,015.64
790,001	791,000	3,104.33	2,017.82
791,001	792,000	3,107.69	2,020.00
792,001	793,000	3,111.04	2,022.18
793,001	794,000	3,114.40	2,024.36
794,001	795,000	3,117.75	2,026.54
795,001	796,000	3,121.11	2,028.72
796,001	797,000	3,124.46	2,030.90
797,001	798,000	3,127.82	2,033.08
798,001	799,000	3,131.17	2,035.26
799,001	800,000	3,134.52	2,037.44
800,001	801,000	3,137.88	2,039.62
801,001	802,000	3,141.23	2,041.80
802,001	803,000	3,144.59	2,043.98
803,001	804,000	3,147.94	2,046.16
804,001	805,000	3,151.30	2,048.34
805,001	806,000	3,154.65	2,050.52
806,001	807,000	3,158.01	2,052.70
807,001	808,000	3,161.36	2,054.88
808,001	809,000	3,164.72	2,057.07
809,001	810,000	3,168.07	2,059.25
810,001	811,000	3,171.42	2,061.43
811,001	812,000	3,174.78	2,063.61
812,001	813,000	3,178.13	2,065.79
813,001	814,000	3,181.49	2,067.97
814,001	815,000	3,184.84	2,070.15
815,001	816,000	3,188.20	2,072.33
816,001	817,000	3,191.55	2,074.51
817,001	818,000	3,194.91	2,076.69
818,001	819,000	3,198.26	2,078.87
819,001	820,000	3,201.62	2,081.05
820,001	821,000	3,204.97	2,083.23
821,001	822,000	3,208.32	2,085.41
822,001	823,000	3,211.68	2,087.59
823,001	824,000	3,215.03	2,089.77
824,001	825,000	3,218.39	2,091.95
825,001	826,000	3,221.74	2,094.13
826,001	827,000	3,225.10	2,096.31
827,001	828,000	3,228.45	2,098.49
828,001	829,000	3,231.81	2,100.67
829,001	830,000	3,235.16	2,102.85
830,001	831,000	3,238.52	2,105.04
831,001	832,000	3,241.87	2,107.22
832,001	833,000	3,245.22	2,109.40
833,001	834,000	3,248.58	2,111.58
834,001	835,000	3,251.93	2,113.76
835,001	836,000	3,255.29	2,115.94
836,001	837,000	3,258.64	2,118.12
837,001	838,000	3,262.00	2,120.30
838,001	839,000	3,265.35	2,122.48
839,001	840,000	3,268.71	2,124.66
840,001	841,000	3,272.06	2,126.84
841,001	842,000	3,275.42	2,129.02
842,001	843,000	3,278.77	2,131.20
843,001	844,000	3,282.12	2,133.38
844,001	845,000	3,285.48	2,135.56
845,001	846,000	3,288.83	2,137.74
846,001	847,000	3,292.19	2,139.92
847,001	848,000	3,295.54	2,142.10
848,001	849,000	3,298.90	2,144.28
849,001	850,000	3,302.25	2,146.46
850,001	851,000	3,305.61	2,148.64
851,001	852,000	3,308.96	2,150.82
852,001	853,000	3,312.32	2,153.00
853,001	854,000	3,315.67	2,155.19
854,001	855,000	3,319.02	2,157.37
855,001	856,000	3,322.38	2,159.55
856,001	857,000	3,325.73	2,161.73
857,001	858,000	3,329.09	2,163.91
858,001	859,000	3,332.44	2,166.09
859,001	860,000	3,335.80	2,168.27
860,001	861,000	3,339.15	2,170.45
861,001	862,000	3,342.51	2,172.63
862,001	863,000	3,345.86	2,174.81
863,001	864,000	3,349.22	2,176.99
864,001	865,000	3,352.57	2,179.17
865,001	866,000	3,355.92	2,181.35

Building Permit Fees - Suggested			
Total Valuation		Building Permit Fee	Plan Check Fee
778,001	779,000	10,945.30	7,114.44
779,001	780,000	10,957.28	7,122.23
780,001	781,000	10,969.26	7,130.02
781,001	782,000	10,981.24	7,137.81
782,001	783,000	10,993.23	7,145.60
783,001	784,000	11,005.21	7,153.39
784,001	785,000	11,017.19	7,161.18
785,001	786,000	11,029.18	7,168.96
786,001	787,000	11,041.16	7,176.75
787,001	788,000	11,053.14	7,184.54
788,001	789,000	11,065.12	7,192.33
789,001	790,000	11,077.11	7,200.12
790,001	791,000	11,089.09	7,207.91
791,001	792,000	11,101.07	7,215.70
792,001	793,000	11,113.06	7,223.49
793,001	794,000	11,125.04	7,231.28
794,001	795,000	11,137.02	7,239.06
795,001	796,000	11,149.00	7,246.85
796,001	797,000	11,160.99	7,254.64
797,001	798,000	11,172.97	7,262.43
798,001	799,000	11,184.95	7,270.22
799,001	800,000	11,196.94	7,278.01
800,001	801,000	11,208.92	7,285.80
801,001	802,000	11,220.90	7,293.59
802,001	803,000	11,232.88	7,301.37
803,001	804,000	11,244.87	7,309.16
804,001	805,000	11,256.85	7,316.95
805,001	806,000	11,268.83	7,324.74
806,001	807,000	11,280.82	7,332.53
807,001	808,000	11,292.80	7,340.32
808,001	809,000	11,304.78	7,348.11
809,001	810,000	11,316.76	7,355.90
810,001	811,000	11,328.75	7,363.69
811,001	812,000	11,340.73	7,371.47
812,001	813,000	11,352.71	7,379.26
813,001	814,000	11,364.70	7,387.05
814,001	815,000	11,376.68	7,394.84
815,001	816,000	11,388.66	7,402.63
816,001	817,000	11,400.64	7,410.42
817,001	818,000	11,412.63	7,418.21
818,001	819,000	11,424.61	7,426.00
819,001	820,000	11,436.59	7,433.79
820,001	821,000	11,448.58	7,441.57
821,001	822,000	11,460.56	7,449.36
822,001	823,000	11,472.54	7,457.15
823,001	824,000	11,484.52	7,464.94
824,001	825,000	11,496.51	7,472.73
825,001	826,000	11,508.49	7,480.52
826,001	827,000	11,520.47	7,488.31
827,001	828,000	11,532.46	7,496.10
828,001	829,000	11,544.44	7,503.89
829,001	830,000	11,556.42	7,511.67
830,001	831,000	11,568.40	7,519.46
831,001	832,000	11,580.39	7,527.25
832,001	833,000	11,592.37	7,535.04
833,001	834,000	11,604.35	7,542.83
834,001	835,000	11,616.34	7,550.62
835,001	836,000	11,628.32	7,558.41
836,001	837,000	11,640.30	7,566.20
837,001	838,000	11,652.28	7,573.99
838,001	839,000	11,664.27	7,581.77
839,001	840,000	11,676.25	7,589.56
840,001	841,000	11,688.23	7,597.35
841,001	842,000	11,700.22	7,605.14
842,001	843,000	11,712.20	7,612.93
843,001	844,000	11,724.18	7,620.72
844,001	845,000	11,736.16	7,628.51
845,001	846,000	11,748.15	7,636.30
846,001	847,000	11,760.13	7,644.08
847,001	848,000	11,772.11	7,651.87
848,001	849,000	11,784.10	7,659.66
849,001	850,000	11,796.08	7,667.45
850,001	851,000	11,808.06	7,675.24
851,001	852,000	11,820.04	7,683.03
852,001	853,000	11,832.03	7,690.82
853,001	854,000	11,844.01	7,698.61
854,001	855,000	11,855.99	7,706.40
855,001	856,000	11,867.98	7,714.18
856,001	857,000	11,879.96	7,721.97
857,001	858,000	11,891.94	7,729.76
858,001	859,000	11,903.92	7,737.55
859,001	860,000	11,915.91	7,745.34
860,001	861,000	11,927.89	7,753.13
861,001	862,000	11,939.87	7,760.92
862,001	863,000	11,951.86	7,768.71
863,001	864,000	11,963.84	7,776.50
864,001	865,000	11,975.82	7,784.28
865,001	866,000	11,987.80	7,792.07

Building Permit Fees - Current			
Total Valuation		Building Permit Fee	Plan Check Fee
866,001	867,000	3,359.28	2,183.53
867,001	868,000	3,362.63	2,185.71
868,001	869,000	3,365.99	2,187.89
869,001	870,000	3,369.34	2,190.07
870,001	871,000	3,372.70	2,192.25
871,001	872,000	3,376.05	2,194.43
872,001	873,000	3,379.41	2,196.61
873,001	874,000	3,382.76	2,198.79
874,001	875,000	3,386.12	2,200.97
875,001	876,000	3,389.47	2,203.16
876,001	877,000	3,392.82	2,205.34
877,001	878,000	3,396.18	2,207.52
878,001	879,000	3,399.53	2,209.70
879,001	880,000	3,402.89	2,211.88
880,001	881,000	3,406.24	2,214.06
881,001	882,000	3,409.60	2,216.24
882,001	883,000	3,412.95	2,218.42
883,001	884,000	3,416.31	2,220.60
884,001	885,000	3,419.66	2,222.78
885,001	886,000	3,423.02	2,224.96
886,001	887,000	3,426.37	2,227.14
887,001	888,000	3,429.72	2,229.32
888,001	889,000	3,433.08	2,231.50
889,001	890,000	3,436.43	2,233.68
890,001	891,000	3,439.79	2,235.86
891,001	892,000	3,443.14	2,238.04
892,001	893,000	3,446.50	2,240.22
893,001	894,000	3,449.85	2,242.40
894,001	895,000	3,453.21	2,244.58
895,001	896,000	3,456.56	2,246.76
896,001	897,000	3,459.92	2,248.94
897,001	898,000	3,463.27	2,251.13
898,001	899,000	3,466.62	2,253.31
899,001	900,000	3,469.98	2,255.49
900,001	901,000	3,473.33	2,257.67
901,001	902,000	3,476.69	2,259.85
902,001	903,000	3,480.04	2,262.03
903,001	904,000	3,483.40	2,264.21
904,001	905,000	3,486.75	2,266.39
905,001	906,000	3,490.11	2,268.57
906,001	907,000	3,493.46	2,270.75
907,001	908,000	3,496.82	2,272.93
908,001	909,000	3,500.17	2,275.11
909,001	910,000	3,503.52	2,277.29
910,001	911,000	3,506.88	2,279.47
911,001	912,000	3,510.23	2,281.65
912,001	913,000	3,513.59	2,283.83
913,001	914,000	3,516.94	2,286.01
914,001	915,000	3,520.30	2,288.19
915,001	916,000	3,523.65	2,290.37
916,001	917,000	3,527.01	2,292.55
917,001	918,000	3,530.36	2,294.73
918,001	919,000	3,533.72	2,296.91
919,001	920,000	3,537.07	2,299.10
920,001	921,000	3,540.42	2,301.28
921,001	922,000	3,543.78	2,303.46
922,001	923,000	3,547.13	2,305.64
923,001	924,000	3,550.49	2,307.82
924,001	925,000	3,553.84	2,310.00
925,001	926,000	3,557.20	2,312.18
926,001	927,000	3,560.55	2,314.36
927,001	928,000	3,563.91	2,316.54
928,001	929,000	3,567.26	2,318.72
929,001	930,000	3,570.61	2,320.90
930,001	931,000	3,573.97	2,323.08
931,001	932,000	3,577.32	2,325.26
932,001	933,000	3,580.68	2,327.44
933,001	934,000	3,584.03	2,329.62
934,001	935,000	3,587.39	2,331.80
935,001	936,000	3,590.74	2,333.98
936,001	937,000	3,594.10	2,336.16
937,001	938,000	3,597.45	2,338.34
938,001	939,000	3,600.81	2,340.52
939,001	940,000	3,604.16	2,342.70
940,001	941,000	3,607.51	2,344.88
941,001	942,000	3,610.87	2,347.07
942,001	943,000	3,614.22	2,349.25
943,001	944,000	3,617.58	2,351.43
944,001	945,000	3,620.93	2,353.61
945,001	946,000	3,624.29	2,355.79
946,001	947,000	3,627.64	2,357.97
947,001	948,000	3,631.00	2,360.15
948,001	949,000	3,634.35	2,362.33
949,001	950,000	3,637.71	2,364.51
950,001	951,000	3,641.06	2,366.69
951,001	952,000	3,644.41	2,368.87
952,001	953,000	3,647.77	2,371.05
953,001	954,000	3,651.12	2,373.23

Building Permit Fees - Suggested			
Total Valuation		Building Permit Fee	Plan Check Fee
866,001	867,000	11,999.79	7,799.86
867,001	868,000	12,011.77	7,807.65
868,001	869,000	12,023.75	7,815.44
869,001	870,000	12,035.74	7,823.23
870,001	871,000	12,047.72	7,831.02
871,001	872,000	12,059.70	7,838.81
872,001	873,000	12,071.68	7,846.60
873,001	874,000	12,083.67	7,854.38
874,001	875,000	12,095.65	7,862.17
875,001	876,000	12,107.63	7,869.96
876,001	877,000	12,119.62	7,877.75
877,001	878,000	12,131.60	7,885.54
878,001	879,000	12,143.58	7,893.33
879,001	880,000	12,155.56	7,901.12
880,001	881,000	12,167.55	7,908.91
881,001	882,000	12,179.53	7,916.69
882,001	883,000	12,191.51	7,924.48
883,001	884,000	12,203.50	7,932.27
884,001	885,000	12,215.48	7,940.06
885,001	886,000	12,227.46	7,947.85
886,001	887,000	12,239.44	7,955.64
887,001	888,000	12,251.43	7,963.43
888,001	889,000	12,263.41	7,971.22
889,001	890,000	12,275.39	7,979.01
890,001	891,000	12,287.38	7,986.79
891,001	892,000	12,299.36	7,994.58
892,001	893,000	12,311.34	8,002.37
893,001	894,000	12,323.32	8,010.16
894,001	895,000	12,335.31	8,017.95
895,001	896,000	12,347.29	8,025.74
896,001	897,000	12,359.27	8,033.53
897,001	898,000	12,371.26	8,041.32
898,001	899,000	12,383.24	8,049.11
899,001	900,000	12,395.22	8,056.89
900,001	901,000	12,407.20	8,064.68
901,001	902,000	12,419.19	8,072.47
902,001	903,000	12,431.17	8,080.26
903,001	904,000	12,443.15	8,088.05
904,001	905,000	12,455.14	8,095.84
905,001	906,000	12,467.12	8,103.63
906,001	907,000	12,479.10	8,111.42
907,001	908,000	12,491.08	8,119.21
908,001	909,000	12,503.07	8,126.99
909,001	910,000	12,515.05	8,134.78
910,001	911,000	12,527.03	8,142.57
911,001	912,000	12,539.02	8,150.36
912,001	913,000	12,551.00	8,158.15
913,001	914,000	12,562.98	8,165.94
914,001	915,000	12,574.96	8,173.73
915,001	916,000	12,586.95	8,181.52
916,001	917,000	12,598.93	8,189.30
917,001	918,000	12,610.91	8,197.09
918,001	919,000	12,622.90	8,204.88
919,001	920,000	12,634.88	8,212.67
920,001	921,000	12,646.86	8,220.46
921,001	922,000	12,658.84	8,228.25
922,001	923,000	12,670.83	8,236.04
923,001	924,000	12,682.81	8,243.83
924,001	925,000	12,694.79	8,251.62
925,001	926,000	12,706.78	8,259.40
926,001	927,000	12,718.76	8,267.19
927,001	928,000	12,730.74	8,274.98
928,001	929,000	12,742.72	8,282.77
929,001	930,000	12,754.71	8,290.56
930,001	931,000	12,766.69	8,298.35
931,001	932,000	12,778.67	8,306.14
932,001	933,000	12,790.66	8,313.93
933,001	934,000	12,802.64	8,321.72
934,001	935,000	12,814.62	8,329.50
935,001	936,000	12,826.60	8,337.29
936,001	937,000	12,838.59	8,345.08
937,001	938,000	12,850.57	8,352.87
938,001	939,000	12,862.55	8,360.66
939,001	940,000	12,874.54	8,368.45
940,001	941,000	12,886.52	8,376.24
941,001	942,000	12,898.50	8,384.03
942,001	943,000	12,910.48	8,391.82
943,001	944,000	12,922.47	8,399.60
944,001	945,000	12,934.45	8,407.39
945,001	946,000	12,946.43	8,415.18
946,001	947,000	12,958.42	8,422.97
947,001	948,000	12,970.40	8,430.76
948,001	949,000	12,982.38	8,438.55
949,001	950,000	12,994.36	8,446.34
950,001	951,000	13,006.35	8,454.13
951,001	952,000	13,018.33	8,461.91
952,001	953,000	13,030.31	8,469.70
953,001	954,000	13,042.30	8,477.49

Building Permit Fees - Current			
Total Valuation		Building Permit Fee	Plan Check Fee
954,001	955,000	3,654.48	2,375.41
955,001	956,000	3,657.83	2,377.59
956,001	957,000	3,661.19	2,379.77
957,001	958,000	3,664.54	2,381.95
958,001	959,000	3,667.90	2,384.13
959,001	960,000	3,671.25	2,386.31
960,001	961,000	3,674.61	2,388.49
961,001	962,000	3,677.96	2,390.67
962,001	963,000	3,681.31	2,392.85
963,001	964,000	3,684.67	2,395.04
964,001	965,000	3,688.02	2,397.22
965,001	966,000	3,691.38	2,399.40
966,001	967,000	3,694.73	2,401.58
967,001	968,000	3,698.09	2,403.76
968,001	969,000	3,701.44	2,405.94
969,001	970,000	3,704.80	2,408.12
970,001	971,000	3,708.15	2,410.30
971,001	972,000	3,711.51	2,412.48
972,001	973,000	3,714.86	2,414.66
973,001	974,000	3,718.21	2,416.84
974,001	975,000	3,721.57	2,419.02
975,001	976,000	3,724.92	2,421.20
976,001	977,000	3,728.28	2,423.38
977,001	978,000	3,731.63	2,425.56
978,001	979,000	3,734.99	2,427.74
979,001	980,000	3,738.34	2,429.92
980,001	981,000	3,741.70	2,432.10
981,001	982,000	3,745.05	2,434.28
982,001	983,000	3,748.41	2,436.46
983,001	984,000	3,751.76	2,438.64
984,001	985,000	3,755.11	2,440.82
985,001	986,000	3,758.47	2,443.00
986,001	987,000	3,761.82	2,445.19
987,001	988,000	3,765.18	2,447.37
988,001	989,000	3,768.53	2,449.55
989,001	990,000	3,771.89	2,451.73
990,001	991,000	3,775.24	2,453.91
991,001	992,000	3,778.60	2,456.09
992,001	993,000	3,781.95	2,458.27
993,001	994,000	3,785.31	2,460.45
994,001	995,000	3,788.66	2,462.63
995,001	996,000	3,792.01	2,464.81
996,001	997,000	3,795.37	2,466.99
997,001	998,000	3,798.72	2,469.17
998,001	999,000	3,802.08	2,471.35
999,001	1,000,000	3,805.43	2,473.53
1,000,001	1,001,000	3,808.79	2,475.71
1,001,001	1,002,000	3,812.14	2,477.89
1,002,001	1,003,000	3,815.50	2,480.07
1,003,001	1,004,000	3,818.85	2,482.25
1,004,001	1,005,000	3,822.21	2,484.43
1,005,001	1,006,000	3,825.56	2,486.61
1,006,001	1,007,000	3,828.91	2,488.79
1,007,001	1,008,000	3,832.27	2,490.97
1,008,001	1,009,000	3,835.62	2,493.16
1,009,001	1,010,000	3,838.98	2,495.34
1,010,001	1,011,000	3,842.33	2,497.52
1,011,001	1,012,000	3,845.69	2,499.70
1,012,001	1,013,000	3,849.04	2,501.88
1,013,001	1,014,000	3,852.40	2,504.06
1,014,001	1,015,000	3,855.75	2,506.24
1,015,001	1,016,000	3,859.11	2,508.42
1,016,001	1,017,000	3,862.46	2,510.60
1,017,001	1,018,000	3,865.81	2,512.78
1,018,001	1,019,000	3,869.17	2,514.96
1,019,001	1,020,000	3,872.52	2,517.14
1,020,001	1,021,000	3,875.88	2,519.32
1,021,001	1,022,000	3,879.23	2,521.50
1,022,001	1,023,000	3,882.59	2,523.68
1,023,001	1,024,000	3,885.94	2,525.86
1,024,001	1,025,000	3,889.30	2,528.04
1,025,001	1,026,000	3,892.65	2,530.22
1,026,001	1,027,000	3,896.01	2,532.40
1,027,001	1,028,000	3,899.36	2,534.58
1,028,001	1,029,000	3,902.71	2,536.76
1,029,001	1,030,000	3,906.07	2,538.94
1,030,001	1,031,000	3,909.42	2,541.13
1,031,001	1,032,000	3,912.78	2,543.31
1,032,001	1,033,000	3,916.13	2,545.49
1,033,001	1,034,000	3,919.49	2,547.67
1,034,001	1,035,000	3,922.84	2,549.85
1,035,001	1,036,000	3,926.20	2,552.03
1,036,001	1,037,000	3,929.55	2,554.21
1,037,001	1,038,000	3,932.91	2,556.39
1,038,001	1,039,000	3,936.26	2,558.57
1,039,001	1,040,000	3,939.61	2,560.75
1,040,001	1,041,000	3,942.97	2,562.93
1,041,001	1,042,000	3,946.32	2,565.11

Building Permit Fees - Suggested			
Total Valuation		Building Permit Fee	Plan Check Fee
954,001	955,000	13,054.28	8,485.28
955,001	956,000	13,066.26	8,493.07
956,001	957,000	13,078.24	8,500.86
957,001	958,000	13,090.23	8,508.65
958,001	959,000	13,102.21	8,516.44
959,001	960,000	13,114.19	8,524.23
960,001	961,000	13,126.18	8,532.01
961,001	962,000	13,138.16	8,539.80
962,001	963,000	13,150.14	8,547.59
963,001	964,000	13,162.12	8,555.38
964,001	965,000	13,174.11	8,563.17
965,001	966,000	13,186.09	8,570.96
966,001	967,000	13,198.07	8,578.75
967,001	968,000	13,210.06	8,586.54
968,001	969,000	13,222.04	8,594.33
969,001	970,000	13,234.02	8,602.11
970,001	971,000	13,246.00	8,609.90
971,001	972,000	13,257.99	8,617.69
972,001	973,000	13,269.97	8,625.48
973,001	974,000	13,281.95	8,633.27
974,001	975,000	13,293.94	8,641.06
975,001	976,000	13,305.92	8,648.85
976,001	977,000	13,317.90	8,656.64
977,001	978,000	13,329.89	8,664.43
978,001	979,000	13,341.87	8,672.21
979,001	980,000	13,353.85	8,680.00
980,001	981,000	13,365.83	8,687.79
981,001	982,000	13,377.82	8,695.58
982,001	983,000	13,389.80	8,703.37
983,001	984,000	13,401.78	8,711.16
984,001	985,000	13,413.77	8,718.95
985,001	986,000	13,425.75	8,726.74
986,001	987,000	13,437.73	8,734.52
987,001	988,000	13,449.71	8,742.31
988,001	989,000	13,461.70	8,750.10
989,001	990,000	13,473.68	8,757.89
990,001	991,000	13,485.66	8,765.68
991,001	992,000	13,497.65	8,773.47
992,001	993,000	13,509.63	8,781.26
993,001	994,000	13,521.61	8,789.05
994,001	995,000	13,533.59	8,796.84
995,001	996,000	13,545.58	8,804.62
996,001	997,000	13,557.56	8,812.41
997,001	998,000	13,569.54	8,820.20
998,001	999,000	13,581.53	8,827.99
999,001	1,000,000	13,593.51	8,835.78
1,000,001	1,001,000	13,605.49	8,843.57
1,001,001	1,002,000	13,617.47	8,851.36
1,002,001	1,003,000	13,629.46	8,859.15
1,003,001	1,004,000	13,641.44	8,866.94
1,004,001	1,005,000	13,653.42	8,874.72
1,005,001	1,006,000	13,665.41	8,882.51
1,006,001	1,007,000	13,677.39	8,890.30
1,007,001	1,008,000	13,689.37	8,898.09
1,008,001	1,009,000	13,701.35	8,905.88
1,009,001	1,010,000	13,713.34	8,913.67
1,010,001	1,011,000	13,725.32	8,921.46
1,011,001	1,012,000	13,737.30	8,929.25
1,012,001	1,013,000	13,749.29	8,937.04
1,013,001	1,014,000	13,761.27	8,944.82
1,014,001	1,015,000	13,773.25	8,952.61
1,015,001	1,016,000	13,785.23	8,960.40
1,016,001	1,017,000	13,797.22	8,968.19
1,017,001	1,018,000	13,809.20	8,975.98
1,018,001	1,019,000	13,821.18	8,983.77
1,019,001	1,020,000	13,833.17	8,991.56
1,020,001	1,021,000	13,845.15	8,999.35
1,021,001	1,022,000	13,857.13	9,007.14
1,022,001	1,023,000	13,869.11	9,014.92
1,023,001	1,024,000	13,881.10	9,022.71
1,024,001	1,025,000	13,893.08	9,030.50
1,025,001	1,026,000	13,905.06	9,038.29
1,026,001	1,027,000	13,917.05	9,046.08
1,027,001	1,028,000	13,929.03	9,053.87
1,028,001	1,029,000	13,941.01	9,061.66
1,029,001	1,030,000	13,952.99	9,069.45
1,030,001	1,031,000	13,964.98	9,077.23
1,031,001	1,032,000	13,976.96	9,085.02
1,032,001	1,033,000	13,988.94	9,092.81
1,033,001	1,034,000	14,000.93	9,100.60
1,034,001	1,035,000	14,012.91	9,108.39
1,035,001	1,036,000	14,024.89	9,116.18
1,036,001	1,037,000	14,036.87	9,123.97
1,037,001	1,038,000	14,048.86	9,131.76
1,038,001	1,039,000	14,060.84	9,139.55
1,039,001	1,040,000	14,072.82	9,147.33
1,040,001	1,041,000	14,084.81	9,155.12
1,041,001	1,042,000	14,096.79	9,162.91

Building Permit Fees - Current			
Total Valuation		Building Permit Fee	Plan Check Fee
1,042,001	1,043,000	3,949.68	2,567.29
1,043,001	1,044,000	3,953.03	2,569.47
1,044,001	1,045,000	3,956.39	2,571.65
1,045,001	1,046,000	3,959.74	2,573.83
1,046,001	1,047,000	3,963.10	2,576.01
1,047,001	1,048,000	3,966.45	2,578.19
1,048,001	1,049,000	3,969.81	2,580.37
1,049,001	1,050,000	3,973.16	2,582.55
1,050,001	1,051,000	3,976.51	2,584.73
1,051,001	1,052,000	3,979.87	2,586.91
1,052,001	1,053,000	3,983.22	2,589.10
1,053,001	1,054,000	3,986.58	2,591.28
1,054,001	1,055,000	3,989.93	2,593.46
1,055,001	1,056,000	3,993.29	2,595.64
1,056,001	1,057,000	3,996.64	2,597.82
1,057,001	1,058,000	4,000.00	2,600.00
1,058,001	1,059,000	4,003.35	2,602.18
1,059,001	1,060,000	4,006.71	2,604.36
1,060,001	1,061,000	4,010.06	2,606.54
1,061,001	1,062,000	4,013.41	2,608.72
1,062,001	1,063,000	4,016.77	2,610.90
1,063,001	1,064,000	4,020.12	2,613.08
1,064,001	1,065,000	4,023.48	2,615.26
1,065,001	1,066,000	4,026.83	2,617.44
1,066,001	1,067,000	4,030.19	2,619.62
1,067,001	1,068,000	4,033.54	2,621.80
1,068,001	1,069,000	4,036.90	2,623.98
1,069,001	1,070,000	4,040.25	2,626.16
1,070,001	1,071,000	4,043.61	2,628.34
1,071,001	1,072,000	4,046.96	2,630.52

Building Permit Fees - Suggested			
Total Valuation		Building Permit Fee	Plan Check Fee
1,042,001	1,043,000	14,108.77	9,170.70
1,043,001	1,044,000	14,120.75	9,178.49
1,044,001	1,045,000	14,132.74	9,186.28
1,045,001	1,046,000	14,144.72	9,194.07
1,046,001	1,047,000	14,156.70	9,201.86
1,047,001	1,048,000	14,168.69	9,209.65
1,048,001	1,049,000	14,180.67	9,217.43
1,049,001	1,050,000	14,192.65	9,225.22
1,050,001	1,051,000	14,204.63	9,233.01
1,051,001	1,052,000	14,216.62	9,240.80
1,052,001	1,053,000	14,228.60	9,248.59
1,053,001	1,054,000	14,240.58	9,256.38
1,054,001	1,055,000	14,252.57	9,264.17
1,055,001	1,056,000	14,264.55	9,271.96
1,056,001	1,057,000	14,276.53	9,279.75
1,057,001	1,058,000	14,288.51	9,287.53
1,058,001	1,059,000	14,300.50	9,295.32
1,059,001	1,060,000	14,312.48	9,303.11
1,060,001	1,061,000	14,324.46	9,310.90
1,061,001	1,062,000	14,336.45	9,318.69
1,062,001	1,063,000	14,348.43	9,326.48
1,063,001	1,064,000	14,360.41	9,334.27
1,064,001	1,065,000	14,372.39	9,342.06
1,065,001	1,066,000	14,384.38	9,349.84
1,066,001	1,067,000	14,396.36	9,357.63
1,067,001	1,068,000	14,408.34	9,365.42
1,068,001	1,069,000	14,420.33	9,373.21
1,069,001	1,070,000	14,432.31	9,381.00
1,070,001	1,071,000	14,444.29	9,388.79
1,071,001	1,072,000	14,456.27	9,396.58

TOTAL VALUATION  
\$500,001 to \$1,000,000

\$1,000,001 and up

For every \$1,000 increase in the valuation the Building Permit increases by \$3.99 and the Plan Check Fee increases by \$2.59 up to \$500,000. For valuation above \$500,000 please see the formulas below;

**BUILDING PERMIT**  
\$2,128.16 for the first \$500,000 plus \$3.35 for each additional \$1,000.00 or fraction thereof to and including \$1,000,000.00

**BUILDING PERMIT**  
\$3,805.43 for the first \$1,000,000 plus \$2.20 for each additional \$1,000.00 or fraction thereof to and including \$1,000,000.00

Plan Check Fee is 65% x Building Permit Fees

2.90% increase based on CPI increase

TOTAL VALUATION

\$1,000,001 and up

**BUILDING PERMIT**

\$13593.5 for the first \$1,000,000 plus \$11.98 for each additional \$1,000.00 or fraction thereof to and including \$1,000,000

Plan Check Fee is 65% x Building Permit Fees

**PLANNING FEES**

#	Description	Current Fee/Charge	Unit	Notes
1	Preliminary Plan Review	\$250.00		
2	Site Plan Review	\$1,800.00		
3	Variance Review	\$2,000.00		
4	Conditional Use Review	\$2,000.00		
5	Home Occupation Permit	\$150.00		
6	Sign Review	\$150.00		
7	Zoning Text Amendment Request	\$3,500.00		
8	Zone Change	\$3,900.00		
9	General Plan Amendment	\$3,900.00		
10	Planned Unit Development	\$2,400.00		
11	Lot Line Adjustment	\$1,800.00	Deposit	
12	Tentative Parcel Map	\$3,800.00	Deposit	
13	Tentative Subdivision Map	\$5,700.00	Deposit	
14	Final Parcel Map Check	\$1,600.00	Deposit	
15	Subdivision Map Check	\$3,300.00	Deposit	
16	Annexation Processing	\$1,360.00	Deposit	
17	Development Extension Review	\$110.00		
18	Planning Appeal Processing	\$170.00		
19	Environmental Impact Review - Deposit	\$530.00	Deposit	
20	Grading Plan Check	\$400.00	Deposit	
21	Grading Inspection	\$100.00		Minimum Fee - 1-4 residential units
28	Compliance Review	\$80.00		
29	R.O.W. Encroachment Plan Check/Review	\$100.00		
30	Zoning Code Enforcement			
31	Infraction	\$100.00		
32	Misdemeanor	\$340.00		
33	New Fees Added			
34	General Plan Update Fee	New	% of Building Permit Fee	
35	Conditional Use Permit (CUP) Amendment	New		
36	Development Agreement	New		
37	Environmental-Categorical Exemption	New		
38	Environmental-Negative Declaration or Mitigated ND	New		
39	Extension Request	New		
40	Will Serve Analysis Fee	New		

Full Cost	Subsidy %	Suggested Fee	Fee Δ
\$1,004.71	0%	\$1,004.00	\$754
\$2,906.94	0%	\$2,906.00	\$1,106
\$2,425.88	0%	\$2,425.00	\$425
\$2,425.88	0%	\$2,425.00	\$425
\$117.27	0%	\$117.00	-\$33
\$155.59	0%	\$155.00	\$5
\$4,549.90	0%	\$4,549.00	\$1,049
\$5,331.93	0%	\$5,331.00	\$1,431
\$5,331.93	0%	\$5,331.00	\$1,431
\$3,001.70	0%	\$3,001.00	\$601
\$2,835.15	0%	\$2,835.00	\$1,035
\$5,239.84	0%	\$5,239.00	\$1,439
\$8,148.65	0%	\$8,148.00	\$2,448
\$2,658.91	0%	\$2,658.00	\$1,058
\$4,247.91	0%	\$4,247.00	\$947
\$6,192.44	0%	\$6,192.00	\$4,832
\$217.19	0%	\$217.00	\$107
\$769.50	0%	\$769.00	\$599
\$2,597.03	0%	\$2,597.00	\$2,067
\$726.59	0%	\$726.00	\$326
\$193.73	0%	\$193.00	\$93
\$117.27	0%	\$117.00	\$37
\$105.54	1%	\$105.00	\$5
\$203.25	0%	\$203.00	\$103
\$414.24	0%	\$414.00	\$74
13%	40%	8%	NA
\$1,794.88	0%	\$1,794.00	NA
\$8,338.36	0%	\$8,338.00	NA
\$408.80	0%	\$408.00	NA
\$6,226.53	0%	\$6,226.00	NA
\$941.94	0%	\$941.00	NA
Variable	NA	\$5,000 Deposit	NA

**PLANNING FEES**

#	Description	Current Fee/Charge	Unit	Notes
41	Special Event Permit			
42	Category I; Temporary Signs, Grand Opening Banners/ Balloons	\$30.00		
43	Category II; Temporary Uses of 3 days or Less (Valentine's Day flower sales, firework sales)	\$50.00		
44	Category III; Events with less than 100 attendees	\$85.00		
45	Category IV; Events with 100-499 attendees	\$125.00		
46	Category V; Events with greater than 500 attendees; Events involving the sale of alcohol.	\$175.00		
47	Low Impact Road Closure	\$100.00		
48	High Impact Road Closure	\$250.00		
49	Mobile Vending Permit	\$150.00		
50	Sidewalk Vending Permit	New		
51	Engineering Development/Public Improvement Plan Check and Inspection, percent by value	New		Charge 4% of project valuation

Full Cost	Subsidy %	Suggested Fee	Fee Δ
\$251.89	1%	\$250.00	\$220
\$356.04	2%	\$350.00	\$300
\$457.65	2%	\$450.00	\$365
Variable	NA	\$800 Deposit	NA
Variable	NA	\$1,500 Deposit	NA
\$351.76	0%	\$351.00	\$251
\$686.18	0%	\$686.00	\$436
\$370.45	0%	\$370.00	\$220
\$370.45	0%	\$370.00	NA
NA	NA	4.00%	NA

**PUBLIC SAFETY FEES**

#	Description	Current Fee/Charge	Unit	Authority
1	Manual Fingerprints	\$25.00		Council
2	Live Scan Fingerprints	\$25.00		Council
3	Records Check/Clearance Letter	\$20.00		Council
4	Vehicle Equipment Correction- Our Cite	\$20.00		Council
5	Vehicle Equipment Correction- Other Agency's Cite	\$20.00		Council
6	VIN Verification	\$20.00		Council
7	Crime Report	\$1.00	per page	6253(b)GC
8	Crime Report- DV Victim Copy	N/C		6228 FC
9	Fire Report	\$1.00	per page	Council
10	Photos/CD	\$20.00	All Digital Media	6253(b)GC
11	Traffic Accident Report	\$25.00		20012 VC
12	General Duplication (8.5"x11" STD)	.10 per page		6253(b)GC
13	Vehicle Release	\$125.00		Council
14	Animal Surrender (Self-Transport)	\$50 per animal/ \$100 per litter		Council
15	Animal Surrender (Officer Transport)	\$75 per animal/ \$125 per litter		Council
16	LMC Violations (1st Offense)	\$100.00		1.16.010 LMC
17	LMC Violations (2nd Offense)	\$500.00		1.16.010 LMC
18	LMC Violations (3rd & Subsequent Offense)	\$1,000.00		1.16.010 LMC
19	LMC Violations- Parking (Street, Etc.)	\$50.00		14.03.160 LMC
20	Second Violation	\$100.00		14.03.160 LMC
21	Third Violation	\$250.00		14.03.160 LMC
22	LMC Violations- Parking (City Property) 1st offense	\$50.00		10.04.190 LMC
23	LMC Violations- Parking (City Property) 2nd offense	\$100.00		10.04.190 LMC
24	LMC Violations- Parking (City Property) 3rd & subsequent offense	\$250.00		10.04.190 LMC
25	LMC Violation- Handicapped Parking	\$250.00		10.04.120(M) LMC
26	Administrative Citation (Misdemeanor)	\$1,000.00		1.18.040(A) LMC
27	Administrative Citation (Infraction, 1st Offense)	\$100.00		1.18.040(B)(1) LMC
28	Administrative Citation (2nd Offense)	\$200.00		1.18.040(B)(2) LMC
29	Administrative Citation (3rd and subsequent)	\$500.00		1.18.040(B)(3) LMC
30	Fireworks Citation (First Offense)	\$1,000.00		53069.4GC, 12557 HS
31	Fireworks Citation (Second Offense)	\$2,000.00		53069.4GC, 12557 HS
32	Fireworks Citation (Third & Subsequent Offense)	\$3,000.00		53069.4GC, 12557 HS
33	Statutory Registrants	\$25.00		Council
34	False Alarm Response (1st & 2nd Response Calendar Year)	FREE		Council
35	False Alarm Response (3rd Response Calendar Year)	FREE		Council
36	False Alarm Response (4th Response Calendar Year)	\$50.00		Council
37	False Alarm Response (5th Response Calendar Year)	\$100.00		Council

Full Cost	Subsidy %	Suggested Fee	Fee Δ
\$32.30	1%	\$32.00	\$7
\$32.30	1%	\$32.00	\$7
\$19.06	0%	\$19.00	-\$1
\$40.79	2%	\$40.00	\$20
\$40.79	2%	\$40.00	\$20
\$48.94	2%	\$48.00	\$28
\$12.70	92%	\$1.00 per page	\$0
NA	NA	N/C	\$0
\$6.35	84%	\$1 per page	\$0
\$18.38	2%	\$18.00	-\$2
\$37.18	0%	\$37.00	\$12
\$0.25	60%	.10 per page	\$0
\$221.19	0%	\$221.00	\$96
\$64.47	1%	\$64.00	\$14/-\$36
\$113.42	0%	\$113.00	\$38/-\$12
NA	NA	\$100.00	\$0
NA	NA	\$500.00	\$0
NA	NA	\$1,000.00	\$0
NA	NA	\$50.00	\$0
NA	NA	\$100.00	\$0
NA	NA	\$250.00	\$0
NA	NA	\$50.00	\$0
NA	NA	\$100.00	\$0
NA	NA	\$250.00	\$0
NA	NA	\$250.00	\$0
NA	NA	\$1,000.00	\$0
NA	NA	\$2,000.00	\$0
NA	NA	\$3,000.00	\$0
\$32.30	1%	\$32.00	\$7
NA	NA	FREE	\$0
NA	NA	FREE	\$0
NA	NA	\$50.00	\$0
NA	NA	\$100.00	\$0

**PUBLIC SAFETY FEES**

#	Description	Current Fee/Charge	Unit	Authority
38	False Alarm Response (6th & Subsequent Response Calendar Year)	\$250.00		Council
39	Booking Fees	Pass Through Costs		29550.1GC
40	Emergency Response Fee	Actual Costs		53150 et Seq.
41	DUI Response Fees	Actual Costs		10.09.010 et. Seq., 53150 GC et Seq.
42	Fire Engine Hours	\$81.10		FEMA Rates
43	Fire Truck Hours	\$140.00		FEMA Rates
44	Brush Truck Hours	\$126.50		FEMA Rates
45	Water	Utility Cost		Utility Cost
46	Police Vehicle	\$16.05		FEMA Rates
47	Staff Time	Actual Cost		Council

Full Cost	Subsidy %	Suggested Fee	Fee Δ
NA	NA	\$250.00	\$0
NA	NA	Pass Through Costs	\$0
NA	NA	Actual Costs	\$0
NA	NA	Actual Costs	\$0
NA	NA	per FEMA rates	NA
NA	NA	per FEMA rates	NA
NA	NA	per FEMA rates	NA
NA	NA	per FEMA rates	NA
NA	NA	Utility Cost	\$0
NA	NA	per FEMA rates	NA
NA	NA	Actual Cost	\$0

**PARKS & REC FEES**

#	Description	Current Fee/Charge	Unit	Notes
1	<b>PARK RESERVATIONS</b>			
2	Arbor Size			
3	8x10	\$50.00	plus \$75 Deposit	
4	10x10	\$50.00	plus \$75 Deposit	
5	20x40	\$70.00	plus \$100 Deposit	
6	Stage	\$50.00	plus \$75 Deposit	
7	Bounce House(s)	\$25.00	per Bounce House	
8	<b>SWEET BRIER PLAZA RENTAL FEE</b>			
9	Stage			
10	2 hours minimum rental	\$65.00	HR	
11	Market from 4 pm to 10 pm (6 hours)	\$50.00	HR	
12	Arbor			
13	2 hours minimum rental	\$150.00	HR	
14	Market from 4 pm to 10 pm (6 hours)	\$100.00	HR	
15	<b>SENIOR CENTER RENTAL FEE</b>			
16	Individual/Private Party	\$250.00	plus \$250 Deposit	Individual or a private party conducting a private activity is \$250.00 with a \$250.00 deposit paid at the time of reservation. Deposit will be returned within three working days of the event following a favorable facility inspection. The capacity of the space is 111 persons.
17	<b>SKATE PARK RENTAL FEE</b>			
18	Individual/Private Party	New	per hour plus \$250 Deposit	
19	<b>WELLNESS &amp; AQUATIC CENTER</b>			
20	<b>Facility Hour Rental</b>			*Allow extra hour for set-up/clean up (Add extra hourly rate)
21	Great Room	\$100.00	per hour	
22	<b>Facility All Day Rental (12 Hours Only)</b>			Anything after midnight is an extra \$45 per hour
23	Security	\$30.00	per hour/3 hr minimum per security guard	
24	Projectors	\$50.00	extra	
25	<b>Pool Rental</b>			Rental includes: Tables and Chairs up to 75 people with minimum of 3 hours Saturday parties will have to be after 4:30 PM (Between June 13 & August 15) Sunday parties will be either (11:00 AM to 3:00 PM) or (4:00 PM till rental time)
26	Swim Teams & Meets	\$20.00	per hour	
27	0-25 Guests	\$100.00	per hour	
28	51-75 Guests	\$150.00	per hour	

Direct Staff Cost	Suggested Fee	Fee Δ
\$57.97	\$57.00	\$7
\$76.26	\$76.00	\$26
\$94.55	\$94.00	\$24
\$112.84	\$112.00	\$62
\$76.26	\$76.00	\$51
\$76.26	\$76.00	\$11
\$76.26	\$76.00	\$26
\$112.84	\$112.00	-\$38
\$112.84	\$112.00	\$12
\$332.30	\$330.00	\$80
NA	\$159.00	NA
\$159.74	\$159.00	\$59
NA	Actual Cost plus 10% Admin	NA
\$71.70	\$70.00	\$20
\$28.68	\$28.00	\$8
\$143.39	\$143.00	\$43
\$215.09	\$215.00	\$65

**PARKS & REC FEES**

#	Description	Current Fee/Charge	Unit	Notes
29	101-125 Guests	\$200.00	per hour	
30	151-175 Guests	\$250.00	per hour	
31	26-50 Guests	\$125.00	per hour	
32	76-100 Guests	\$175.00	per hour	
33	126-150 Guests	\$225.00	per hour	
34	175-200 Guests	\$275.00	per hour	
35	200-300 Guests	\$300.00	per hour	
36	<b>Deposit</b>			Anything after midnight is an extra \$45 per hour
37	Deposit	New		
38	<b>Swim Lessons</b>			
39	Group 8 days lesson	\$45.00	Per Session	
40	<b>Advertising &amp; Sponsorship Agreement</b>			
41	Package 1	New	per month	
42	Package 2	New	per month	
43	Customized Banner Option: Package 1	New		
44	Customized Banner Option: Package 2	New		
45	<b>Membership</b>			
46	1 Year Contract	\$20.00	Per Month	
47	Month 2 Month	\$30.00	Per Month	
48	1 Year Medicare	\$15.00	Per Month	
49	M 2 M Medicare	\$25.00	Per Month	
50	3 Month Swim	\$55.00	Fee	
51	Day Pass	\$5.00	Fee	
52	Enrollment Fee	\$25.00	Fee	*City Manager will at times reduce member fees or enrollment fee based on marketing promotions
53	Early Cancellation Fee - if less than 1 year	New		No cancellation fee if greater than 1 year.
54	COL Employee	\$10.00	Per Month	*Deducted from payroll
55	<b>SPORTS COMPLEX</b>			
56	Soccer Field	\$15.00	per field & per game	
57	Baseball Fields	\$30.00	per field & per game	
58	Softball Fields	\$30.00	per field & per game	
59	Volleyball Courts	New	per field & per game	
60	Light towers	\$48.00	per tower	

Direct Staff Cost	Suggested Fee	Fee Δ
\$286.79	\$286.00	\$86
\$358.48	\$358.00	\$108
\$179.24	\$179.00	\$54
\$250.94	\$250.00	\$75
\$322.63	\$322.00	\$97
\$394.33	\$394.00	\$119
\$430.18	\$430.00	\$130
NA	\$100.00	NA
\$64.53	\$64.00	\$19
NA	\$75.00	NA
NA	\$150.00	NA
NA	\$75.00	NA
NA	\$125.00	NA
NA	\$23.00	\$3
NA	\$30.00	\$0
NA	\$20.00	\$5
NA	\$25.00	\$0
NA	\$55.00	\$0
NA	\$5.00	\$0
\$39.27	\$39.00	\$14
NA	\$23.00	NA
\$13.40	\$13.00	\$3
NA	\$30.00	\$15
NA	\$50.00	\$20
NA	\$40.00	\$10
NA	\$10.00	NA
NA	\$48.00	\$0



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# City of Lindsay

## User Fee Study



# What are User Fees?

- Provide private benefit with limited or no community benefit
- State law requires that 1) individual use of the service must be voluntary, and 2) fees must reasonably relate to the services provided
- Fee levels & cost recovery determined through City Council fee adoption
- Does not include development impact fees, utility rates, taxes, etc.

# Why Update User Fees

- Subsidies in services impact the General Fund
  - Private & specific benefit services are subsidized by unobligated funding sources
  - Reduces ability to fund general & community benefits
- Decreased department funding typically results in understaffing and reduces service quality
- Cost recovery knowledge and planning
  - Provides clarity of pressures on City resources
  - State requirements for reasonable cost-based fees
  - State 2020-804 Audit Compliance

# User Fee Objectives & Steps

- Determine full cost of providing services or programs
  - Review fee schedules based on service delivery
  - Identify potential new fees (not currently collected)
  - Using fully-burdened rates, calculate full cost recovery
- Update fees for services based on cost analysis
  - Incorporate or establish cost recovery goals
    - Subsidies allow access to services and facilitate compliance
  - Identify appropriate fee levels that:
    - Enhance reasonability and applicability
    - Maintain consistency with local policies and objectives
    - Maintain legal compliance with state law

# Scope of the Study

- Review and calculate cost of providing services and related fees charged by the following departments and divisions:
  - Finance & Administration
  - Building
  - Planning
  - Public Safety
  - Parks & Recreation

# Data & City Staff Participation

- Primary types of data used:
  - Expenditure data
  - Staffing structures
  - Central service/Indirect overhead
  - Productive/billable hours
  - Time estimates to complete tasks
  - City/Department input, feedback and policies
- Staff support throughout process essential to ensure analysis fidelity

# Cost Allocation Plan (CAP)

- Tool that determines a fair & equitable methodology to identify and allocate central or indirect costs to direct cost programs.
- Allocations reasonably represent how direct cost programs use and benefit from indirect cost programs.
- Used in the formation of personnel rates, budgeting and cost reimbursement.

# Indirect Cost Functions Allocated

- City Attorney
- City Council
- City Manager
- Finance
- Non-Departmental (Pooled Support Costs)

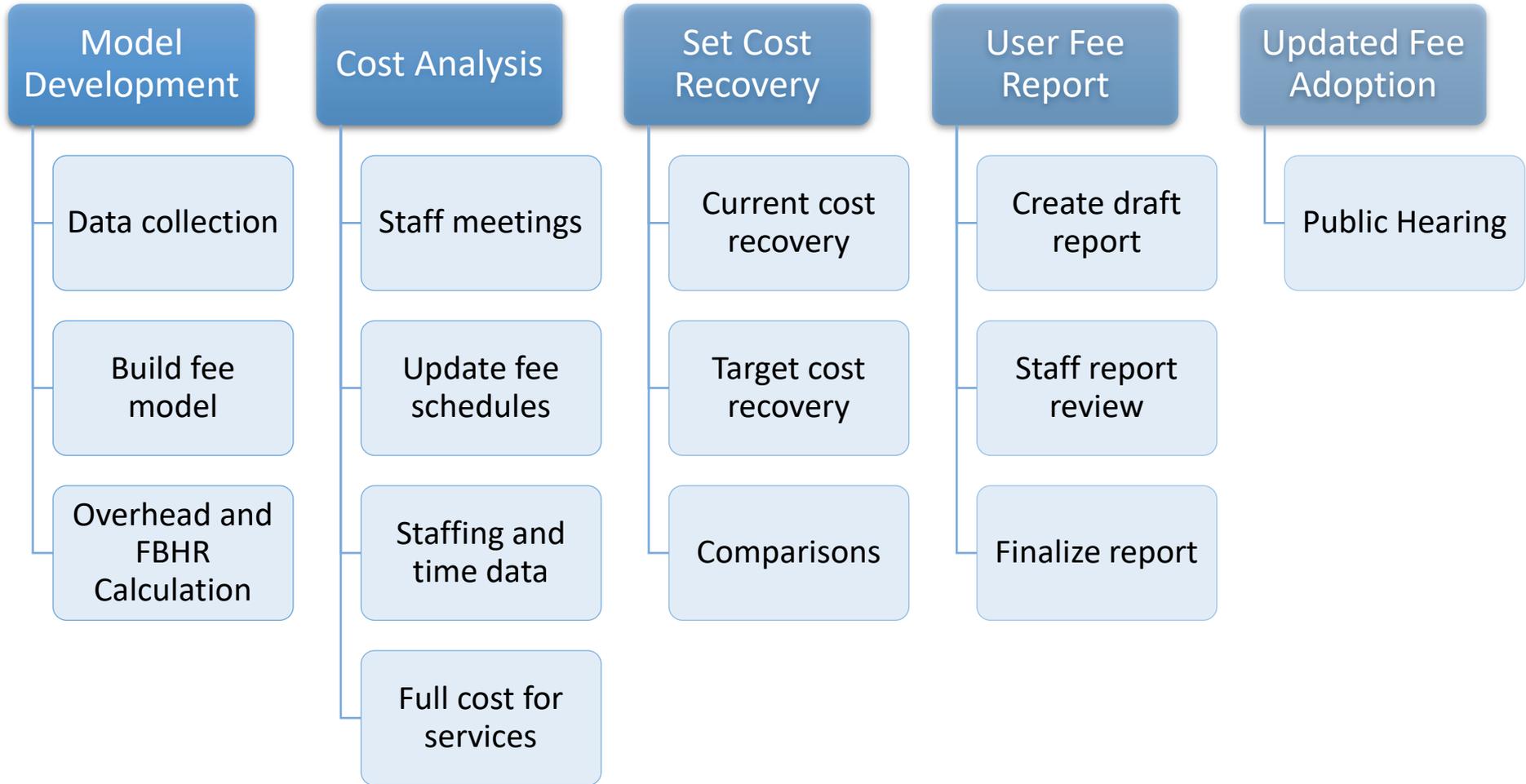
# Summary of Cost Allocation – Full Plan

## Allocated Cost Summary

Fiscal Year 2022-2023

Operating Department / Division / Fund	Total Allocation	Direct Cost Base	
		Modified Total Direct Cost	Indirect Cost Rate
	<b>\$974,783</b>	<b>\$10,237,532</b>	<b>10%</b>
<b>Operating Department</b>			
101: ASSET FORFEITURE	\$760	\$10,000	8%
101: CITY SERVICES	\$60,926	\$677,393	9%
101: COM DEV	\$44,471	\$417,560	11%
101: HCD AGREEMENT SEPT 2020	\$0	\$0	
101: LFA 2012 REVNU BOND-MCD	\$0	\$0	
101: LIBRARY LANDSCAPE DEBT	\$0	\$0	
101: PARKS	\$24,707	\$233,169	11%
101: PUBLIC SAFETY	\$353,765	\$3,600,999	10%
101: STREETS	\$31,078	\$287,854	11%
200: STREET IMPROVEMENT FUND	\$0	\$0	
260: SB1 ROAD MAINTENANCE & REHAB	\$0	\$0	
261: GAS TAX FUND	\$28,998	\$312,303	9%
263: TRANSPORTATION	\$16,965	\$160,238	11%
266: LTF-ART 8 STREETS & ROADS	\$0	\$0	
306: - COVID-19 ARPA FUND	\$9,628	\$86,629	11%
400: WELLNESS CENTER	\$91,730	\$896,182	10%
460: STATE PARKS	\$1,900	\$25,000	8%
552: WATER	\$140,462	\$1,618,723	9%
553: SEWER	\$79,233	\$857,729	9%
554: REFUSE	\$75,403	\$888,523	8%
556: VITA-PAKT	\$4,823	\$47,879	10%
660: RDA OBLIGATION RETIREMENT	\$0	\$0	
700: CDBG REVOLVING LN FUND	\$2,807	\$30,250	9%
720: HOME REVOLVING LN FUND	\$3,263	\$36,250	9%
781: CAL HOME RLF	\$190	\$2,500	8%
883: SIERRA VIEW ASSESSMENT	\$1,193	\$15,700	8%
884: HERITAGE ASSESSMENT DIST	\$289	\$3,800	8%
886: SAMOA	\$190	\$2,500	8%
887: SWEETBRIER TOWNHOUSES	\$517	\$6,796	8%
888: PARKSIDE	\$234	\$3,077	8%
889: SIERRA VISTA ASSESSMENT	\$182	\$2,395	8%
890: MAPLE VALLEY ASSESSMENT	\$205	\$2,700	8%
891: PELOUS RANCH	\$865	\$11,384	8%

# Summary Steps of the Study



# Finance & Administration

- Time based analysis using fully burdened hourly rates and the time it reasonably takes to provide service.
- Suggested fee notes:
  - An increase to 4 fees;
  - 1 new Credit Card Convenience fee would be added, and;
  - 11 fees would remain as currently set.

# Building

- Primarily time-based analysis
- Suggested fee notes:
  - An increase to 28 fees;
  - 9 fees would decrease;
  - 7 new fees would be added, including a General Plan Update fee;
  - 8 fees would remain as currently set, and;
  - Average estimated fee increase would be at around 21% for flat fee services.
- The cost analysis for the Building Permit Program determined current cost recovery is at 28%
  - It is suggested that fees be increased to 100% cost recovery rates.

# Planning

- Primarily time-based and full recovery fees.
- Current fees are heavily subsidizing the cost of service.
- Suggested fee notes:
  - An increase to 32 fees;
  - The Home Occupation Permit fee would decrease;
  - 9 new fees would be added, and;
  - The average estimated fee increase for existing Planning services would be at around 60%.

# Public Safety

- Services include a mixture of fines and user fees.
- Time based analysis.
- Suggested fee notes:
  - An increase to 10 fees;
  - 2 fees would decrease, and;
  - 31 fees and penalties would remain as currently set, with some set at actual cost of providing service.

# Parks & Recreation

- Analysis of Recreation Services to determine the reasonable cost of each fee occurrence using direct service staff time to recover the direct cost of that stuff, using fully burdened hourly rates.
- The cost analysis for the Wellness Center found that the program is currently operating at approximately 70% cost recovery.
- Suggested fee notes:
  - An increase to 27 fees;
  - A decrease to 2 fees;
  - 8 new fees would be added, and;
  - 6 fees would remain as currently set.

# Policy Considerations

- General standard: individuals or groups who receive private benefit from service should pay 100% of cost
- There are tradeoffs to subsidization and full cost recovery
  - Full cost recovery promotes general fund and operational health
  - Subsidization most often utilized where there are general benefits recognized
  - Subsidies are funded by unobligated general fund dollars
- Recommend inflation factor to annually adjust fees
- Comprehensive fee study every 3-5 years

# Questions





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

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**NUMBER** 22-65

**TITLE** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY ADOPTING A NEW CITYWIDE FEE SCHEDULE AS A PART OF THE USER FEE STUDY AND COST ALLOCATION PLAN REPORTS, ESTABLISHING AND AMENDING MUNICIPAL FEES AND CHARGES FOR VARIOUS MUNICIPAL SERVICES, AND REPEALING ALL OTHER RESOLUTIONS RELATIVE TO MUNICIPAL FEES AND CHARGES THERETO

**MEETING** At a regularly scheduled meeting of the City of Lindsay City Council held on December 13, 2022, at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

**WHEREAS**, pursuant to the provisions of the California Constitution and the laws of the State of California, the City is authorized to adopt and impose user and regulatory fees and charges for the municipal services and activities, it provides (collectively hereinafter “User Fees”); and

**WHEREAS**, Article XIII C of the California Constitution generally states that such User Fees may not exceed the reasonable costs of providing the service or performing the activity; and

**WHEREAS**, the City must periodically review User Fees to ensure the revenues produced by said fees are sufficient to defray the cost of providing such services and do not exceed the estimated reasonable cost of providing such services; and

**WHEREAS**, On August 26, 2021, the State Auditor issued Report 2020-804 regarding the City of Lindsay which was conducted as part of the high-risk local government agency audit program. In Report 2020-804, the State Auditor issued a number of findings and required the City of Lindsay to submit a Corrective Action Plan by November 2021. On November 09, 2021, the Lindsay City Council adopted the City of Lindsay Corrective Action Plan via Resolution 21-48. The User Fee Study and Cost Allocation Plan were conducted directly in response to State Auditor Report 2020-804; and

**WHEREAS**, the City Council retained Willdan Financial Services (“Willdan”) to conduct a comprehensive analysis and study of its activities and services, the costs of providing those services and activities, the beneficiaries of those services, and the revenues produced by those paying fees and charges for such services and activities to ensure that existing fees did not exceed the costs of service and to provide an opportunity for the City Council to re-align User Fees with current cost recovery goals; and

**WHEREAS**, the results and findings of said analysis and cost allocation study are detailed in the final reports issued by Willdan, titled: City of Lindsay, CA User Fee Study (the “User Fee Study”)

RESOLUTION NO. 22-65

Page 1 of 4



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

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attached hereto as Exhibit A and City of Lindsay, CA Cost Allocation Plan (the “Cost Allocation Plan”), attached hereto as Exhibit B; and

**WHEREAS**, pursuant to Government Code Sections 66016 and 66018, notice of the proposed adoption of the User Fee Study Report and Cost Allocation Plan was provided in the form of a notice mailed to interested parties at least fourteen days prior to the public hearing, and public hearing notices published at least ten (10) days prior to the public hearing, in the Porterville Recorder; and

**WHEREAS**, the User Fee Study Report was made available for public review in the City Clerk’s office and on the City’s website at least ten (10) days prior to the public hearing; and

**WHEREAS**, Willdan developed a fee schedule based upon the User Fee Study and Cost Allocation Plan which contains all proposed updates to User Fees recommended for adoption by the City Council, attached hereto to the User Fee Study Report; Exhibit A; and

**WHEREAS**, the City Council conducted a duly noticed public hearing regarding the proposed adoption of the User Fee Study and Cost Allocation Plan at its regularly scheduled meeting on December 13, 2022, during which it heard public testimony and comment; and

**WHEREAS**, adoption of the proposed fee schedule is intended to improve the City’s recovery of the costs incurred to provide individual services, and represents the costs reasonably borne by the City in providing direct services to individuals or groups rather than to the general populace of the City; and

**WHEREAS**, based upon the data and findings provided in the User Fee Study and Cost Allocation Plan, the proposed fee schedule within the User Fee Study Report represent the reasonable costs incurred by the City in providing the listed services and activities and therefore do not exceed the City’s cost of providing the same.

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

- SECTION 1. The recitals set forth above are true and correct and are incorporated into this Resolution by this reference together with any definitions and findings set forth therein.
- SECTION 2. The City Council has reviewed and hereby approves and adopts the User Fee Study attached hereto as Exhibit A, as well as the Cost Allocation Plan attached hereto as Exhibit B. Adoption of the fee schedule within the User Fee Study Report authorizes implementation of updated User Fees to be charged for City services and activities effective sixty (60) days post public hearing adoption. Annually or periodically thereafter, the User Fees will be reviewed, and where applicable, may be adjusted provided that: 1) no fee or charge exceeds the reasonable costs associated with providing the service; and 2) such adjustments are duly adopted by the City Council, following an appropriately noticed public hearing.



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

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- SECTION 3. The City Council hereby affirms, based on the findings of the User Fee Study and Cost Allocation Plan, that the fees contained within the User Fee Study Report, attached hereto as Exhibit A, represent no more than the reasonable costs incurred by the City in providing the listed services and activities and do not exceed the City’s cost of providing the same.
- SECTION 4. Effective as of December 13, 2022, any other resolutions or administrative actions by the City Council, or parts thereof that are inconsistent with any provisions of this Resolution are hereby superseded, but only to the extent of such inconsistency.
- SECTION 5. The City Council finds that the setting or revising of fees pursuant to this Resolution is exempt from environmental review under the California Environmental Quality Act (“CEQA”), pursuant to Public Resources Code Section 21080(b)(8) and Section 15272 of the CEQA Guidelines, which provide an exemption for the establishment or modification of charges by public agencies that the public agency finds are for the purpose of meeting operating expenses.
- SECTION 6. This Resolution shall take effect immediately upon its adoption. However, the User Fees set forth in the fee schedule within the User Fee Study in the attached Exhibit A shall not be in force or effective until sixty (60) days post public hearing adoption.
- SECTION 7. Immediately following the implementation of new fees, the City Council hereby authorizes the City Manager to administratively set fees for certain services lower than indicated on the fee schedule. However, any increase in fees will be subject to State Law and City Council approval.

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

MEETING DATE	December 13, 2022
MOTION	
SECOND MOTION	
AYES	
ABSENT	
ABSTAIN	
NAYS	



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

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

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FRANCESCA QUINTANA  
CITY CLERK

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MAYOR



## STAFF REPORT

TO: Lindsay City Council  
FROM: Joseph M. Tanner, City Manager  
DEPARTMENT: City Manager  
ITEM NO.: 13.1  
MEETING DATE: December 13, 2022

### **ACTION & RECOMMENDATION**

Consider the Approval of Second Amendment to Professional Services Agreement to Provide Professional Consulting and Related Services by and between Retail Strategies, LLC and the City of Lindsay and Authorize City Manager to Execute Any Documents Thereto.

Staff recommends that the City Council approve the contract amendment with Retail Strategies, LLC (“Consultant”) for professional retail requirement services.

### **BACKGROUND | ANALYSIS**

At the November 08, 2022, regular meeting of the Lindsay City Council, the Council approved termination of the contract with Retail Strategies, LLC. As a result of the termination, Retail Strategies has agreed to continue the retail requirement portion of the contract at no cost to the City (“Client”).

The Consultant has agreed to revise its services and focus solely on retail recruitment in year two (2) of the Agreement, and the Client shall have the option to extend the Agreement for year three (3) for retail recruitment services. If the Client chooses to extend the Agreement for year three (3), the provisions are set forth within the attached amendment.

### **FISCAL IMPACT**

There is no fiscal impact to amend the contract for 2023. If the City elects to continue services for year three (3), the cost to the City is \$40,000.

### **ATTACHMENTS**

- Second Amendment to Professional Services Agreement

**SECOND AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT TO PROVIDE  
PROFESSIONAL CONSULTING & RELATED SERVICES**

**THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT TO PROVIDE PROFESSIONAL CONSULTING & RELATED SERVICES** (this “Amendment”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_ 2022 (the “Effective Date”), by and between **RETAIL STRATEGIES, LLC**, an Alabama limited liability company (the “Consultant”), and **The City of Lindsay, CA** (the “Client”). Any capitalized terms used herein for which a definition is not provided herein shall have the meanings assigned to such terms in that certain Professional Services Agreement to Provide Professional Consulting and Related Services, with an Execution Date as of November 29, 2021 (the “Original Agreement”), as amended by that certain First Amendment to Professional Services Agreement to Provide Professional Consulting & Related Services, with an Execution Date as of January 14, 2022 (the “First Amendment”) (together with the Original Agreement, the “Agreement”).

**W I T N E S S E T H:**

**WHEREAS**, the signatories hereto desire to amend the Agreement as set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing, of the mutual promises set forth herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree to continue and amend the Agreement as follows:

1. **CONSULTING SERVICES.** The Consultant agrees to provide the following professional services to the Client (the “Services”):

The Consultant agrees to revise its Services and focus solely on retail recruitment in Year 2 of the Agreement, and the Client shall have the option to extend the Agreement for Year 3 for retail recruitment services, if Client chooses to extend the Agreement for Year 3 (as set forth below).

2. **TERM.** The Consultant’s engagement and this Agreement will terminate automatically on the second anniversary of the Execution Date (the “Term”) unless earlier terminated as provided in Section 6 of the Agreement; provided, however, the Client may elect to extend the Term for a third year (“Year 3”) by delivering written notice to the Consultant of its intent to extend the Agreement for Year 3 no later than four (4) months prior to the termination of Year 2. Thereafter, at the end of the Term, the Client, acting by and through the Client Representative, may extend the Term at its option for successive one-year periods on such terms and conditions as the Client Representative, acting for and on behalf of the Client, and the Consultant may agree upon in writing.

3. **CONSULTING FEE.** In consideration for providing the Services, the Client agrees to pay the Consultant a consulting fee (the “Consulting Fee”) in an amount equal to \$150,000. The Consulting Fee will be paid in installments of immediately available funds as

follows:

Contract Period	Payment Date	Payment Amount
Year One	January 14, 2022	\$110,000
Year Two	On or before the 1st anniversary of the First Amendment	No Charge (\$0.00)
Year Three	On or before 12/15/2023	\$40,000

Consultant will invoice Client upon completion of each item referenced above, and Client shall remit payment to Consultant within thirty (30) days of receipt of an invoice.

4. Except as amended by the provisions hereof, the Agreement, shall remain in full force and effect in accordance with its terms and is hereby ratified, confirmed and reaffirmed by the undersigned for all purposes and in all respects.

5. This Second Amendment shall be binding upon and shall inure to the benefit of the parties hereto, their respective legal representatives, successors and assigns.

6. This Second Amendment may be executed in counterparts, all of which together shall constitute one agreement binding on all the parties hereto, notwithstanding that all such parties are not signatories to the original or the same counterpart.

**IN WITNESS WHEREOF**, the parties hereto have executed this Second Amendment as of the date first written above.

**CONSULTANT:**

**RETAIL STRATEGIES, LLC**

By: \_\_\_\_\_

Name: Robert R. Jolly, Jr.

Title: CEO/Principal

Date: \_\_\_\_\_

**CLIENT:**

**City of Lindsay, CA**

By: \_\_\_\_\_

Name: Joseph Tanner

Title: City Manager

Date: \_\_\_\_\_



## STAFF REPORT

TO: Lindsay City Council  
FROM: Joseph M. Tanner, City Manager  
DEPARTMENT: City Manager  
ITEM NO.: 13.2  
MEETING DATE: December 13, 2022

### **ACTION & RECOMMENDATION**

Consider the Approval of Resolution 22-67, A Resolution of the City Council of the City of Lindsay, County of Tulare, State of California, Authorizing the Purchase and Sale Agreement, Deed of Trust, and Covenant Agreement for the Property Located at 365 Sweetbriar Avenue, Lindsay, CA 93247 (APN's 205-293-011 and 205-293-015) Commonly Referred to as McDermont Field House, Finding that the Acquisition is Exempt from Review Under the California Environmental Quality Act (CEQA) Pursuant to Section 15312 of the CEQA Guidelines, and Authorizing City Manager to Execute Any Documents Thereto.

Staff recommends that the City Council approve the Purchase and Sale Agreement ("P&S"), Deed of Trust, and Covenant Agreement for the property located at 365 Sweetbriar Avenue, Assessor's Parcel Number's 205-293-011, and 205-293-015.

### **BACKGROUND | ANALYSIS**

Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller the Property, at the price and pursuant to the provisions and conditions of the attached Agreement. The total price payable to Seller for the Property shall Nine Hundred Thousand Dollars and No Cents (\$900,000.00), payable in all cash at the Close of Escrow. ("Purchase Price") Seller shall credit Buyer \$100,001 already paid to Seller. Buyer, furthermore, covenants that, upon the closing, Buyer shall continue to operate the regional recreational center located at the Property, such as Buyer has been operating, in the manner described in the Covenant Agreement until January 1, 2028, and Buyer shall maintain ownership of the Property until January 1, 2028.

This transaction is exempt from the Surplus Land Act if it closes before January 01, 2023.

The P&S includes all fixtures and equipment that are already in use at the existing building.

### **FISCAL IMPACT**

Per the settlement agreement with the California State Housing and Community Development Department (CDBG), the sale proceeds are restricted and may not be recycled back into the community. However, HCD has agreed to waive that provision if the proceeds go towards a Community Development Block Grant type project. CDBG projects may include parks, water, sewer, or other capital improvement projects that benefit low-income residents. Staff will come back to the City Council with an identified water project after escrow closes.

## ATTACHMENTS

- Purchase and Sale Agreement
- Deed of Trust
- Covenant Agreement
- Letter from Housing and Community Development (HCD)
- Resolution 22-67

**AGREEMENT OF PURCHASE AND SALE OF REAL PROPERTY AND BUSINESS ASSETS**  
(McDermont Fieldhouse – 365 N Sweetbriar Ave, Lindsay, CA 93247)

THIS AGREEMENT OF PURCHASE AND SALE OF REAL PROPERTY AND BUSINESS ASSETS (“Agreement”) is entered as of the date of the last signature of the parties on the signature page hereto (the “Effective Date”) between the City of Lindsay, a California municipal corporation (“Seller”), and McDermont Venture, LLC, a California limited liability company, or its nominee or assignee (“Buyer”).

**Recitals**

A. Seller is the owner of that certain real property consisting of a recreation center colloquially known as McDermont Fieldhouse located at 365 N Sweetbriar Avenue, Lindsay, California 93247, Tulare County Assessor Parcel Numbers 205-293-011, and 205-293-015, in total all land consisting of approximately 2.5 gross acres and more fully described by legal description attached hereto as Exhibit “A” (“Land”) as well as all the following items:

i. All buildings, improvements and structures situated on the Land, the, all other personal property including but not limited to fixtures, equipment and appliances, if any, now located upon the Land, owned by Seller, and used or useful in connection with and for the occupancy, management and/or operation of the Land, buildings and improvements; and (b) all accessions, rights, privileges, appurtenances and all of the estate and rights of Seller, if any, in and to the foregoing or otherwise appertaining to any of the Land, buildings, improvements, and structures described herein (collectively, the “Improvements”).

ii. Seller's interest in and to all: (i) assignable service contracts related solely to the Property (the "Service Contracts"); (ii) assignable warranties and guaranties issued to or inuring to the benefit of Seller solely in connection with the Property and its structures, improvements, or related personal property (the "Warranties"), (iii) assignable licenses and permits held by Seller at the time of Closing relating solely to the Property (the "Permits"); and all tangible personal property, furnishings, fixtures, equipment, machinery, parts, accessories, and inventory belonging to Seller and located at the Land (the “Business Property”).

The Land, and Improvements, Service Contracts, Warranties, Permits, and Business Property, together with all rights described in A.(i) - (ii) above are hereinafter collectively referred to as the “Property.”

B. Buyer and Seller entered into that certain Service Agreement to Operate McDermont Field House dated December 30, 2017 (“Lease”) wherein Buyer agreed with Seller the terms of operation of the Property and granted Buyer an option to purchase the Property.

C. Buyer has operated a sports complex with the use of the Property which Buyer now wishes to Purchase since 2018.

D. The Seller is a municipal corporation in Tulare County, State of California.

- E. Buyer has operated the recreation center since 2017.
- F. Buyer desires to purchase from Seller and Seller desires to sell to Buyer the Property at the price and upon terms and conditions provided for in this Agreement.
- G. Buyer and Seller understand that the purchase and sale of the Property are conditioned on the approval from the Lindsay City Council, and the State of California Housing and Community Development Department's approval of the Seller's use of escrow proceeds of approximately Eight Hundred Thousand Dollars and No Cents (\$800,000.00) for community development purposes.
- H. The parties both agree that primary and dominant use of the building will remain a recreational facility until at least January 1, 2028.
- I. The property is exempt from the Surplus Land Act ("SLA") as long as escrow closes on or before December 31, 2022; if escrow fails to close by that date, the exemption shall automatically expire and SLA's requirements must be satisfied.
- J. The transfer of the property is exempt from the CEQA process.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

### **Section 1. Definitions**

Defined terms are provided in the text of this Agreement. Additionally, as used in this Agreement, the following terms are defined:

"Business Day" means a calendar day on which the County Recorder's office of the County of Tulare, State of California is open to transact business.

"Environmental Laws" means all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance, or pertaining to occupational health or industrial hygiene (and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Substances on, under, or about the Property), occupational or environmental conditions on, under, or about the Property, as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") [42 U.S.C.A. §§ 9601 et seq.]; the Resource Conservation and Recovery Act of 1976 ("RCRA") [42 U.S.C.A. §§ 6901 et seq.]; the Clean Water Act also known as the Federal Water Pollution Control Act ("FWPCA") [33 U.S.C.A. §§ 1251 et seq.]; the Toxic Substances Control Act ("TSCA") [15 U.S.C.A. §§ 2601 et seq.]; the Hazardous Materials Transportation Act ("HMTA") [49 U.S.C.A. §§ 1801 et seq.]; the Insecticide, Fungicide, Rodenticide Act [7 U.S.C.A. §§ 136 et seq.]; the Superfund Amendments and Reauthorization Act [42 U.S.C.A. §§ 9601 et seq.]; the Clean Air Act [42 U.S.C.A. §§ 7401 et seq.]; the Safe Drinking Water Act [42 U.S.C.A. §§ 300f et seq.]; the Solid Waste Disposal Act [42 U.S.C.A. §§

6901 et seq.]; the Surface Mining Control and Reclamation Act [30 U.S.C.A. §§ 1201 et seq.]; the Emergency Planning and Community Right to Know Act [42 U.S.C.A. §§ 11001 et seq.]; the Occupational Safety and Health Act [29 U.S.C.A. §§ 655, 657]; the California Underground Storage of Hazardous Substances Act [Health & Saf. Code, §§ 25280 et seq.]; the California Hazardous Substances Account Act [Health & Saf. Code, §§ 25300 et seq.]; the California Hazardous Waste Control Act [Health & Saf. Code, §§ 25100 et seq.]; the California Safe Drinking Water and Toxic Enforcement Act [Health & Saf. Code, §§ 25249.5 et seq.]; the Porter-Cologne Water Quality Act [Wat. Code, §§ 13000 et seq.], together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted which pertains to occupational health or industrial hygiene (and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Substances on, under, or about the Property), or the regulation or protection of the environment, including ambient air, soil, soil vapor, groundwater, surface water, or land use.

“Hazardous Substances” includes without limitation:

- (a) Those substances included within the definitions of “hazardous substance,” “hazardous waste,” “hazardous material,” “toxic substance,” “solid waste,” or “pollutant or contaminant” in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”) [42 U.S.C.A. §§ 9601 et seq.]; the Resource Conservation and Recovery Act of 1976 (“RCRA”) [42 U.S.C.A. §§ 6901 et seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act (“FWPCA”) [33 U.S.C.A. §§ 1251 et seq.]; the Toxic Substances Control Act (“TSCA”) [15 U.S.C.A. §§ 2601 et seq.]; the Hazardous Materials Transportation Act (“HMTA”) [49 U.S.C.A. §§ 1801 et seq.] or under any other Environmental Law;
- (b) Those substances listed in the United States Department of Transportation (DOT) Table [49 C.F.R. § 172.101], or by the Environmental Protection Agency (EPA), or any successor agency, as hazardous substances [40 C.F.R. Part 302];
- (c) Other substances, materials, and wastes which are or become regulated or classified as hazardous or toxic under federal, state, or local laws or regulations; and
- (d) Any material, waste, or substance which is (i) a petroleum or refined petroleum product, (ii) asbestos, (iii) polychlorinated biphenyl, (iv) designated as a hazardous substance pursuant to 33 U.S.C.A. § 1321 or listed pursuant to 33 U.S.C.A. § 1317, (v) a flammable explosive, or (vi) a radioactive material.

## **Section 2. Purchase and Sale.**

Seller agrees to sell and Buyer agrees to purchase the Property on the terms and conditions in this Agreement.

### **2.3. Permitted Liens.**

Seller shall convey title to the Assets to Buyer free and clear of all liens, security interests, and encumbrances of any kind or nature, other than a purchase money deed of trust securing payment of approximately Eight Hundred Thousand Dollars and No Cents (\$800,000) in favor

of Buyer's lender, who shall have first position, the Covenant Agreement (defined below), which shall be recorded in second position, and the Deed of Trust (defined below), which shall be recorded in third position (the "Permitted Liens"). The deed of trust shall contain the form substantially contained in Exhibit B hereto ("Seller Deed of Trust") and the Covenant Agreement shall be substantially in the form contained at Exhibit C hereto ("Covenant Agreement").

#### 2.4. Risk of Loss.

Seller assumes all risk of loss or damage to the Property prior to the Close of Escrow. In the event there is any material loss or damage to all or any portion of the Property prior to the Close of Escrow, Buyer may either terminate this Agreement, or negotiate with Seller for a proportionate reduction in the Purchase Price to reflect the loss or damage. For the purposes of this provision, the term "material loss or damage" shall mean any loss or damage to the Property with an aggregate cost of \$10,000.00. However, because the Buyer is currently in possession of the Property, Buyer will assume the risk of any loss that occurs due to intentional or negligent acts of the Buyer while operating its business at the Property.

### **Section 3. Purchase Price**

3.1 Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller the Property, at the price and pursuant to the provisions and conditions of this Agreement. The total price payable to Seller for the Property shall Nine Hundred Thousand Dollars and No Cents (\$900,000.00), payable in all cash at the Close of Escrow. ("Purchase Price") Seller shall credit Buyer \$100,001 already paid to Seller. Buyer, furthermore, covenants that, upon the closing, Buyer shall continue to operate the regional recreational center located at the Property, such as Buyer has been operating, in the manner described in the Covenant Agreement until January 1, 2028 and Buyer shall maintain ownership of the Property until January 1, 2028. Buyer acknowledges that the covenants described in this section are material forms of non-monetary consideration that influenced Seller's agreement to the Purchase Price amount identified herein and that Seller and Seller's residents will suffer damages if either of the covenants is breached. Buyer shall have the right to reasonably allocate the total amount of the purchase price between following categories:

1. Real Property
2. Personal Property
3. Contracts
4. Intangible Property
5. Other

The purchase shall not consider the Lease nor any Tenant improvements in terms of its valuation. The parties agree to abide by the allocation of the Purchase Price specified by Buyer, and agree to report the transaction as so allocated for tax reporting purposes.

The Purchase Price of the Property shall be payable as follows:

- 3.1.1 Buyer shall be credited with One Hundred Thousand, One Dollars and No Cents (\$100,001) that Seller acknowledges Buyer has already paid directly to Seller on January 28, 2022; and

- 3.1.2 Seven Hundred Ninety-Nine, Nine Hundred Ninety-Nine Thousand Dollars (\$799,999) all cash payable to Seller at the Close of Escrow.
- 3.1.3 Buyer agrees to deposit with Escrow Holder (defined below) on or before the Close of Escrow the remainder of the Purchase Price by official bank cashier's check or, at Seller's request, by wiring immediately available federal funds to a bank account designated by Seller ("Cash Payment").
- 3.1.4 Buyer agrees also to subject the Land to a deed of trust ("Deed of Trust"), which shall be subordinate to its purchase money deed of trust, and the Covenant Agreement, both of which will be recorded against the Land at closing. The Covenant Agreement shall set forth the covenants described in Section 3.1. and shall state that, if the Property ceases to be used as a regional recreation center or the Land's ownership changes prior to January 1, 2028, Buyer shall pay liquidated damages to Seller in the amount of One Million, One Hundred Thousand Dollars (\$1,100,000), which amount shall be secured by the Deed of Trust. The Deed of Trust shall be reconveyed by Seller and Seller's rights under the Covenant Agreement will be quitclaimed to Buyer promptly Buyer satisfies the covenants through January 1, 2028.

**Section 4. Deposit and Opening of Escrow.** Buyer shall, upon the parties' execution of this Agreement, deposit Ten Thousand Dollars and No Cents (\$10,000.00) ("Deposit") with Escrow Holder (defined below) to open escrow. Escrow Holder The Deposit shall be applied to the Purchase Price upon the Close of Escrow. If Escrow does not close because Buyer fails to perform all obligations under this Agreement and Seller is not otherwise in default, Escrow Holder shall deliver, upon Seller's demand, the Deposit and all interest to Seller as liquidated damages pursuant to Section 5. If Escrow does not close because Seller fails to perform any obligations under this Agreement or because of the failure of any of Seller's representations or warranties in this Agreement, Escrow Holder shall deliver the Deposit and interest, without demand, deduction, or offset, to Buyer following Escrow Holder's receipt of Buyer's Termination Notice. This Agreement shall constitute the instructions for the Escrow upon acceptance by Escrow Holder. Upon execution of this Agreement by the Parties, a true and correct copy of this Agreement shall be deposited with Escrow Holder. The Parties shall also execute such additional escrow instructions as may be required by the Escrow Holder, but the same shall be consistent with this Agreement and not modify the terms hereof unless specifically approved by the Parties, such approval to be given or withheld in their sole discretion. If any of the general provisions conflict with the provisions of this Agreement, the provisions of this Agreement shall control.

**Section 5. LIQUIDATED DAMAGES UPON BUYER'S DEFAULT. IF ESCROW FAILS TO CLOSE BY THE SCHEDULED CLOSING DATE IDENTIFIED HEREIN AS A RESULT OF BUYER'S DEFAULT IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, THE**

DEPOSIT AND INTEREST ACCRUED THEREON SHALL BE RETAINED BY SELLER AS LIQUIDATED DAMAGES AND AS SELLER'S EXCLUSIVE REMEDY AGAINST BUYER, AT LAW OR IN EQUITY OR OTHERWISE. RETENTION OF SUCH FUNDS BY SELLER AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT INSTEAD, IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO SECTIONS 1671, 1676 AND 1677 OF THE CALIFORNIA CIVIL CODE. BECAUSE OF THE SPECIAL NATURE OF THE NEGOTIATIONS THAT PRECEDED ACCEPTANCE BY SELLER OF BUYER'S OFFER TO ACQUIRE THE REAL PROPERTY, THE PARTIES ACKNOWLEDGE THAT THE ACTUAL DAMAGE THAT WOULD RESULT TO SELLER AS A RESULT OF SUCH FAILURE WOULD BE EXTREMELY DIFFICULT TO ESTABLISH. IN ADDITION, BUYER DESIRES TO LIMIT ITS POTENTIAL LIABILITY TO SELLER IN THE EVENT THAT THIS TRANSACTION SHALL FAIL TO CLOSE. BY SEPARATELY INITIALING BELOW, THE PARTIES HEREBY ACKNOWLEDGE THEIR AGREEMENT CONCERNING LIQUIDATED DAMAGES:

\_\_\_\_\_  
Buyer Initials

\_\_\_\_\_  
Seller Initials

**Section 6. Conditions Precedent**

6.1 Conditions Precedent to Closing. Buyer's obligation to purchase the Property from Seller is subject to the following conditions precedent ("Conditions Precedent"), which are for Buyer's benefit only:

Buyer shall evidence approval or disapproval by delivering written notice to Seller and to Escrow Holder of Buyer's approval or disapproval of the Preliminary Report or any of the Exceptions. Buyer's failure to give Seller and Escrow Holder written notice of Buyer's approval of the Preliminary Report and all Exceptions within the specified time period shall be deemed disapproval of the Preliminary Report. If Buyer notifies Seller and Escrow Holder of one or more objectionable Exceptions, Seller shall have three (3) Days from receipt of such written notice to (i) remove the objectionable Exception(s), or (ii) refuse to remove the objectionable Exception(s), in which case Buyer may elect to waive its objection(s) and consummate this transaction, or terminate this Agreement and receive a refund of the Deposit and accrued interest, whereupon neither Party shall have any further obligation to sell or purchase the Property. If Buyer notifies Seller and Title Company of Buyer's disapproval of the Condition of Title, Seller shall have three (3) Days from the date of the notification to correct the Condition of Title to the satisfaction of Buyer. From and after the effective date of the Preliminary Report, Seller shall not alter the Condition of Title without the express written consent of Buyer. Notwithstanding Buyer's failure to disapprove of any Exceptions, Seller shall cause the removal of all monetary liens and encumbrances affecting title to the Property by the Close of Escrow.

6.1.2 Title Policies. On or before the Close of Escrow, Buyer shall have received evidence that Escrow Holder is ready, willing, and able to issue, upon payment of Escrow Holder's regularly

scheduled premium, (A) an American Land Title Association (ALTA) extended owner's policy of title insurance ("Owner's Policy") in the face amount of the Purchase Price, and (B) an American Land Title Association (ALTA) lender's policy of title insurance ("Lender's Policy" and together with the Owner's Policy, "Title Policies") in the original principal amount of the purchase money loan. each with the endorsements Buyer and Lender may respectively require ("Endorsements"), showing title to the Property vested in Buyer subject only to the Condition of Title, the lien of real property taxes for the current fiscal year not yet due or payable, the lien of the purchase money loan documents, and the standard preprinted exceptions and stipulations of the Title Policies.

### 6.1.3 Physical Condition of the Property.

6.1.3.1 Buyer has been in possession of the Property since the parties' execution of the Lease and is aware of the Property's current condition.

6.1.3.2 Buyer expressly acknowledges that Buyer is buying the Property in an "AS IS AND WHERE AS" condition, and that it has not relied on any warranties, promises, understandings or representations, express or implied, of Seller or any employee, agent or representative of Seller, or any document relating to the Property, except as are specifically set forth in this Agreement. Buyer acknowledges that any and all environmental assessments, engineering studies and other information of any type that Buyer has received or may receive from Seller or its agents are furnished on the express condition that Buyer shall make an independent verification of the accuracy of any and all such information, all such information being furnished without any warranty whatsoever

6.1.3.3 Buyer acknowledges and agrees that neither Seller nor any employee, agent or representative of Seller has made any representation or warranty to Buyer concerning the Property, including, without limitation, the suitability of the Property for Buyer's intended use or its compliance with any statutes, ordinances, rules or regulations. Buyer shall perform and rely solely upon its own independent investigation concerning the Property and the Property's compliance with any applicable law. Buyer acknowledges that it is acquiring the Property subject to all existing laws, ordinances, rules and regulations, and that neither Seller nor any of Seller's representatives, agents or employees have made any warranties, representations or statements regarding any laws, ordinances, rules and regulations of any governmental or quasi-governmental body, entity, district or agency having authority with respect to the use, condition or occupancy of the Property.

6.1.3.4 Buyer shall perform and rely solely upon its own investigation concerning Buyer's intended use of the Property, the Property's fitness therefore, and the permissibility of such intended use under applicable statutes, ordinances, rules and regulations.

6.1.3.5 Except as expressly set forth in this Agreement, Buyer will indemnify, defend, and will hold Seller harmless and hereby waives, releases, remises, acquits and forever discharges Seller of and from any and all suits, causes of action, legal, equitable or administrative proceedings, claims, demands, actual damages, punitive damages, losses, costs, liabilities, interest, attorneys' fees and expenses of whatever kind and nature, in law or in equity, known

or unknown, arising on the date of closing or thereafter, and arising out of or in any way connected with, directly or indirectly, or based upon or arising out of the physical or environmental condition, status, quality, nature, or state of the Real Property; provided however, such duty to indemnify, defend, and hold Seller harmless shall not apply with respect to Seller's gross negligence or intentional misconduct. It is the intention of this Agreement that, except for Seller's gross negligence and intentional misconduct and except as otherwise expressly set forth herein, any and all responsibilities and obligations of Seller to Buyer, and any and all rights or claims of Buyer, its successors and assigns and affiliated entities, with respect to, or as against Seller arising by virtue of, the physical or environmental condition of the Property are by this release provision declared to be, from and after closing, null and void and of no present or future effect as to such parties. With respect to the matters released by Buyer pursuant to this Section 6.1.3, Buyer waives the benefits of Section 1542 of the Civil Code of the State of California, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

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Buyer Initials

6.1.3.6 Seller shall not cause the physical condition of the Property to deteriorate or change after the date of the inspection, normal wear and tear excepted, without the prior written consent of Buyer.

6.1.4 Property Documents. Within ten (10) Business Days of this Agreement, Seller shall deliver to Buyer copies of all of the following documents in Seller's possession relating to the Property: permits, soils reports, licenses, maintenance contracts, utility contracts, operating contracts, management contracts, service contracts, and other contracts pertaining to the Property, together with any amendments or modifications (collectively, "Property Documents"); ; a copy of the plans and specifications for the Improvements (collectively, "Plans") if Seller is able to obtain the consent of the professional who prepared such Plans. Within ten (10) Business Days after receipt of each Property Document, and Plans from Seller, Buyer shall review and approve or disapprove each such document. On or before the Close of Escrow, Seller shall assign to Buyer all of Seller's rights and remedies under these documents, to the extent assignable, pursuant to an assignment of contracts, warranties, guarantees, and other intangible property ("Assignment of Contracts") in form and substance reasonably satisfactory to Buyer. At Buyer's request, the Assignment of Contracts shall exclude Seller's rights under any Property Documents designated by Buyer. At Buyer's request, Seller shall obtain the consent to assignment of any other parties to the Property Documents that Buyer specifies.

6.1.5 Warranty Bill of Sale. On or before the Close of Escrow, Seller shall deliver to Buyer a warranty bill of sale ("Warranty Bill of Sale"), by which Seller shall transfer to Buyer Business Property including that listed in Schedule 1 hereto ("Personal Property") in form and substance

satisfactory to Buyer and free of all encumbrances.

6.1.7 UCC-3 Search. Within two (2) Business Days after the date of this Agreement, Seller shall cause Escrow Holder to commence a UCC-3 Search with regard to the Personal Property. Seller shall have caused the removal of all liens from the Personal Property by the Close of Escrow; provided however, Seller shall not be responsible for the removal of any liens that were created by Buyer, at Buyer's direction, or with Buyer's consent.

6.1.8 Assignment of Trade Name. On or before the Close of Escrow, Seller shall assign to Buyer all of Seller's rights to McDermont Field House pursuant to an assignment of trade name ("Assignment of Trade Name") in form and substance satisfactory to Buyer. Such assignment shall also specifically include any necessary abandonment of the name McDermont Field House in favor of Buyer's registration under the same name. Such assignment of rights shall not, however, include the use of Seller's name, emblem, or logo.

6.1.9 Seller's Obligations. The performance by Seller of every covenant, condition, agreement, and promise to be performed by Seller pursuant to this Agreement and the related documents executed or to be executed by Seller.

6.1.10 Seller's Representations. The truth and accuracy of all Seller's representations and warranties in this Agreement and the related documents executed or to be executed by Seller.

6.1.11 No action, suit, or proceeding before any court or any governmental body or authority that would in any way affect the Assets or the ability of the parties to consummate the transactions contemplated by this Agreement shall have been instituted or threatened on or before the Closing Date.

6.1.12 The Assets shall be in substantially the same condition on the Closing Date as on the Effective Date, and there shall be no loss or damage to the Property prior to the Closing that was specifically caused by Seller. 6.1.13 Seller shall have obtained all necessary agreements and consents of any parties required to consummate the transactions contemplated by this Agreement including the Seller's City Council.

6.1.14 Reserved.

6.1.15 Other conditions precedent set forth in the recitals above or other sections of this Agreement are incorporated into this Section 6.1.

6.2 Failure of Conditions Precedent. Subject to Buyer's rights in Section 11 hereof, if any of the Conditions Precedent have not been fulfilled within the applicable time periods or if Buyer disapproves, pursuant to Section 6 hereof, matters for which Buyer's approval is required, Buyer may:

(i) Waive and Close. Waive the condition or disapproval and close Escrow in accordance with this Agreement, without adjustment or abatement of the Purchase Price;

(ii) Cure and Close: Cure the failure of condition or representation and reduce the Purchase Price by an amount equal to the cost of cure; or

(iii) Terminate. Unilaterally Terminate this Agreement by written notice to Seller and to Escrow Holder (“Buyer’s Termination Notice”); or

(iv) Extend. Buyer may unilaterally elect to extend the Closing Deadline to allow Seller more time to perform.

**Section 7. Seller’s Representations and Warranties.** Seller represents and warrants to Buyer that as of the date of this Agreement and as of the Close of Escrow:

(a) Disclosure. Seller has disclosed to Buyer all information concerning the Property to which Seller has access, and all information concerning the Property which Seller has provided to Buyer is complete and correct in all respects.

(b) Special Assessments or Condemnation. There are not presently pending (i) any special assessments, except those shown as Exceptions, or (ii) condemnation actions against the Property or any part. Moreover, Seller has not received notice of any special assessments or condemnation actions being contemplated. There are no existing, proposed, or contemplated eminent domain proceedings that would affect the Property. Moreover, Seller has not received any notice of existing, proposed, or contemplated eminent domain proceedings that would affect the Property.

(c) Title.

(i) Ownership. Seller is the legal and equitable owner of the Property, with full right to convey. Seller has not granted any options or rights of first refusal or rights of first offer to third parties to purchase or otherwise acquire an interest in the Property.

(ii) Encumbrances. To the best of Seller’s actual knowledge, the Property is free and clear of all liens, encumbrances, claims, rights, demands, easements, leases, agreements, covenants, conditions, and restrictions of any kind, except for the Exceptions.

(iii) Encroachments. To the best of Seller’s actual knowledge, there are no encroachments on the Property from adjoining property, and the Property does not encroach on adjoining property, easements, or streets.

(iv) Streets. There are no existing, proposed, or contemplated plans to widen, modify, or realign any street or highway which affects the contemplated size of, use of, or set-backs on the Property and the Improvements; provided however, such representation does not limit Seller’s right to engage in such activity in the future.

(v) Legal Title. Legal title to the Property shall not transfer until the entire purchase price has been paid by Buyer to Seller.

(d) Compliance with Laws. To the best of Seller's actual knowledge, all laws, ordinances, rules, and regulations of any government or agency, body, or subdivision thereof, bearing on the construction, operation, ownership, or use of the Property, have been complied with by Seller. After close of escrow, Buyer does not need any additional discretionary approval to operate the Property as a recreational facility. However, Buyer may need additional ministerial or discretionary approval for new uses, improvements, or for special events held at the Property.

(e) Utilities. To the best of Seller's actual knowledge, all water, sewer, electric, telephone, and drainage facilities, and all other utilities required by law or for the normal operation of the Property are installed to the property lines of the Property, have been connected to the buildings upon the Property, are connected with valid permits, are in good working order, are adequate to service the Property.

(f) Permits. Seller makes no representations or warranties as to whether Seller has obtained all appropriate licenses, permits, easements, and rights of way, including proofs of dedication, which are required to use and operate the Property. Buyer does not currently need to obtain any additional conditional use permit or zoning approval to operate the Property as a recreational facility.

(g) State of Facts. To the best of Seller's actual knowledge, Seller is not in default of Seller's obligations or liabilities pertaining to the Property; nor are there facts, circumstances, conditions, or events which, after notice or lapse of time, would constitute default. Seller has not received notice or information that any party to any of the Property Documents considers a breach or default to have occurred; nor has Seller any reason to believe that there is likely to be a default under any of the documents.

(h) Consents and Releases. Seller has obtained all required consents, releases, and permissions to convey good and marketable title to Buyer.

(i) Litigation. Seller is not involved in or aware of pending or threatened litigation which could affect the Property. Furthermore, there are no proceedings pending or threatened against Seller before any court or administrative agency relating to the Property which may adversely affect the Property now or in the future, or which may adversely affect Seller's ability to fulfill all obligations under this Agreement and the related documents.

(j) Authority. This Agreement and all other documents delivered prior to or at the Close of Escrow (i) have been duly authorized, executed, and delivered by Seller; (ii) are binding obligations of Seller; (iii) are collectively sufficient to transfer all of Seller's rights to the Property; and (iv) do not violate the provisions of any agreement to which Seller is a party or which affects the Property; subject, however, to applicable bankruptcy, insolvency, and other similar laws affecting the enforcement of creditors' rights generally, and to principles of equitable remedies. Seller further represents that it is a municipal corporation organized and existing under the laws of the State of California with its principal place of business in County Tulare, State of California.

(k) Bankruptcy. No filing or petition under the United States Bankruptcy Law or any insolvency laws, or any laws for composition of indebtedness or for the reorganization of debtors has been

filed with regard to Seller.

(l) Certificates of Occupancy. Seller makes no representations or warranties as to whether any Certificates of Occupancy have been obtained for the Improvements. Seller will work in good faith with Buyer to obtain all necessary certificates of occupancy. Seller understands that any improvements may take time to finance and complete and Seller will make reasonable accommodations for Buyer to make any necessary improvements and/or repairs. Buyer agrees that any items that involve the public's safety will be given priority for any improvements.

(m) Foreign Investment Real Property Tax Act. Seller is not a "foreign person" within the meaning of 26 U.S.C.A. § 1445(f)(3).

**Section 8. Indemnification.** Seller shall indemnify, defend, and hold Buyer harmless from all liability, loss, or claim for damages, including costs and attorney's fees, arising from (a) breach of Seller's covenants under this agreement and any other related documents or (b) Seller's false representations in this Agreement or in any other related documents. Section 8 shall survive the Close of Escrow.

**Section 9. Seller's Covenants.** Seller agrees as follows:

(a) Payment of All Obligations. Seller shall have discharged all mechanics' and materialmen's liens arising from labor and materials furnished prior to the Close of Escrow; provided however, such obligation will not apply to any liens that were created by Buyer, at Buyer's direction, or with Buyer's consent. Seller will discharge all of seller's obligations and liabilities under the Property Documents arising prior to the Close of Escrow.

(b) Brokers. Seller shall indemnify, defend, and hold Buyer harmless from loss, cost, or expense, including but not limited to attorney's fees and court costs, resulting from any fee or commission claim by a broker or finder claiming through Seller. Each party shall be responsible for any fees or commission payable to the party's broker or agent.

(c) Tenant Leases. Seller shall not enter into any new lease concerning the Property between the Effective Date and the Close of Escrow.

(d) Litigation. Seller shall immediately notify Buyer of any lawsuits, condemnation proceedings, rezoning, or other governmental order or action, or any threat thereof, known to Seller which might affect the Property or any interest of Buyer.

**Section 10. Buyer's Representations, Warranties, and Covenants.**

10.1 Buyer hereby makes the following covenants, representations, and warranties:

(a) Buyer has the authority to enter into this Agreement, purchase the Property, and to otherwise perform as set forth herein. The person executing this Agreement on behalf of Buyer

has the full legal authority and is duly authorized to sign this Agreement on behalf of Buyer and to bind Buyer to all of the terms and conditions of this Agreement.

(b) Buyer's execution of this Agreement and performance of its obligations hereunder will not violate any agreement, option, covenant, condition, obligation or undertaking of Buyer.

(c) There are no actions, suits, or proceedings of any kind or nature whatsoever, legal or equitable, pending or, to the best of Buyer's actual knowledge, threatened against Buyer, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, agency, or other governmental instrumentality seeking to challenge Buyer's ability to purchase the Property.

(d) Future use of the Property shall remain subject to all applicable laws and regulations, including, without limitation, the City of Lindsay Municipal Code. Seller's sale of the Property to Buyer does not constitute Seller's ministerial or discretionary approval that may be required with respect to the Property and Buyer's use thereof.

10.2 Seller's obligation to perform as set forth herein is hereby expressly conditioned on satisfaction of each and every of the following conditions precedent:

(a) Buyer shall have timely performed each of the acts to be performed by it hereunder.

(b) Each of Buyer's representations and warranties set forth herein shall be true at Closing as if affirmatively made at that time.

(c) Buyer shall not have timely exercised any right set forth in this Agreement to cancel the Escrow or terminate this Agreement.

### **Section 11. Escrow**

Upon execution of this Agreement, Seller and Buyer shall establish an escrow for the close of the sale of the Property ("Escrow") at the office of Chicago Title or any other reputable Escrow Holder selected by Buyer located in Tulare, Fresno, or Kern County ("Escrow Holder"). The Grant Deed shall be recorded and the Property transferred from Seller to Buyer ("Close of Escrow") after Buyer has either approved or waived each Condition Precedent, and then, on the earlier of (a) three (3) Days after the Lender delivers written notice to Buyer of Lender's readiness to fund the Loan, or (b) one-hundred eighty days from the Opening of Escrow ("Closing Deadline"). Unless the Close of Escrow is extended by written agreement of the parties, Escrow shall close no later than the Closing Deadline.

**Section 12. Closing Deposits.** On or before Close of Escrow, Seller and Buyer shall deposit with Escrow Holder the following documents and funds and shall close Escrow as follows:

#### **(a) Seller's Deposits.**

Seller shall deposit with Escrow Holder the following:

- (i) Deed. The original executed and acknowledged Grant Deed conveying the Property to Buyer (“Grant Deed”);
- (ii) Assignment of Trade Name. The original Assignment of Trade Name executed by Seller, if required by Buyer;
- (iii) Nonforeign Affidavit. The original Nonforeign Affidavit executed by Seller;
- (iv) Property Documents. The originals of all Property Documents in Seller’s possession, custody, or control;
- (v) Plans. The original Plans in Seller’s possession, custody, or control, if Seller is able to obtain the consent of the professional who prepared the Plans;
- (vi) Assignment of Contracts. The original Assignment of Contracts for all contracts that Buyer elects to assume at the Close of Escrow;
- (vii) Assignment of Leases. The original Assignment of Leases, if any;
- (viii) Warranty Bill of Sale. The original Warranty Bill of Sale for all items Buyer elects to purchase at the Close of Escrow;
- (ix) Reserved.
- (x) Certificates of Occupancy. The original certificates of occupancy, if any;
- (xi) Seller’s Certificate. A certificate (“Seller’s Certificate”), in the form agreeable to Buyer, executed by Seller providing that all conditions to the Close of Escrow that Buyer was to satisfy or perform have been satisfied and performed, and that Seller’s representations, covenants, and warranties made in or pursuant to this Agreement are, to the best of Seller’s actual knowledge, correct as of the Close of Escrow;
- (xii) Intentionally Omitted;
- (xiii) Escrow Instructions. The Escrow Instructions executed by Seller;
- (xiv) Assignment of Intangible Property. A duly executed assignment of intangible property (the “Assignment of Intangible Property”) in a form reasonably acceptable to Buyer, assigning all of Seller’s right, title, and interest in the Intangible Property to Buyer.
- (xv) Additional Documents. All other deeds, bills of sale, warranty deeds, assignments, endorsements, licenses, and other good and sufficient instruments and documents of conveyance and transfer as shall be necessary and effective to transfer, convey, and assign to Buyer at the Closing all of Seller’s right, title, and interest in and to the Assets, free and clear of any liens or encumbrances other than the Permitted Liens, as required by the terms of this

Agreement.

(b) Buyer's Deposits. On or before the Close of Escrow, Buyer shall deposit with Escrow Holder the following:

(i) Cash Payment. Cash in the amount of the Cash Payment;

(ii) Closing Costs. Additional cash in the amount necessary to pay Buyer's share of closing costs, as set forth in Section 13 hereof;

(iii) Reserved.

(iv) Escrow Instructions. The Escrow Instructions executed by Buyer; and

(v) Additional Documents. Any other documents or funds required of Buyer to close Escrow in accordance with this Agreement.

### **Section 13. Closing Costs**

(a) Seller's Costs. Seller shall pay the title insurance premium for a California Land Title Association standard owner's policy of title insurance; one-half (1/2) of Escrow Holder's escrow fees; and any sales, use, and ad valorem taxes connected with the Close of Escrow.

(b) Buyer's Costs. Buyer shall pay one-half (1/2) of Escrow Holder's Escrow fees; the title insurance premium for the Lender's Policy, including any endorsements; the additional cost of the title insurance premium for an American Land Title Association extended owner's policy of title insurance, and any endorsements; and the costs of recording the Grant Deed, including all of the real property transfer taxes and documentary transfer taxes payable upon recordation of the Deed.

(c) Loan Costs. Buyer shall pay all costs for obtaining any the loan commitment and any loan to purchase the Property, including without limitation, all fees, costs, and points.

**Section 14. Prorations.** The following are to be prorated on the Close of Escrow as follows:

**Section 15. Investigations.** Prior to the Close of Escrow, Buyer shall have the right to conduct any investigations of the Property as Buyer desires, including without limitation, soils conditions, engineering, and accessibility. Buyer shall indemnify, defend, and hold Seller harmless from all liabilities, costs, and expenses resulting directly from Buyer's investigations of the Property. If Buyer alters the physical condition of the Property and Escrow does not close due to Buyer's default, Buyer shall restore the Property to the condition existing prior to Buyer's investigations.

**Section 16. Further Assurances.** Whenever requested by the other party, each party shall execute, acknowledge, and deliver any further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals,

consents, and any other instruments and documents as may be necessary, expedient, or proper, to complete any conveyance, transfer, sale, or assignment contemplated by this Agreement, and to do any other acts and to execute, acknowledge, and deliver any requested document to carry out the intent and purpose of this Agreement. This covenant of further assurances shall survive closing.

## **Section 17. Assignment**

(a) Seller's Right to Assign. Seller shall not have the right, power, or authority to assign or mortgage this Agreement or any portion of this Agreement, or to delegate any duties or obligations arising under this Agreement, voluntarily, involuntarily, or by operation of law, without Buyer's prior written consent.

(b) Buyer may assign its rights hereunder to an Affiliate of Buyer as long as such successor-in-interest confirms in writing that it shall be bound by the terms of this Agreement. The term "**Affiliate**" means any person or entity directly or indirectly Controlling, Controlled by or under common Control with the person or entity to which such term applies. "**Control**," as applied to any person or entity, means the possession, directly or indirectly, of the power to direct or cause the direction of the management, policies and decision-making of such person or entity, whether through the ownership of voting interests or by contract or otherwise, including, without limitation, the possession of direct or indirect equity or beneficial interests in at least ten percent (10%) of any entity, or voting control of any entity.

**Section 18. Successors and Assigns.** Without waiver of the provisions of Section 17 hereof, all of the rights, benefits, duties, liabilities, and obligations of the parties shall inure to the benefit of, and be binding upon, their respective successors and assigns.

**Section 19. Notices.** All notices to be given under this Agreement shall be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, or by personal delivery to the address indicated below or at other places designated by Buyer or Seller in a written notice given to the other. Notices shall be deemed served four (4) days after the date of mailing or upon personal delivery.

Seller: City of Lindsay  
251 E. Honolulu St.  
Lindsay, CA 93247  
Attn: Joseph Tanner, City Manager  
Email: [jtanner@lindsay.ca.us](mailto:jtanner@lindsay.ca.us)

With copy to: Griswold, LaSalle, Cobb, Dowd & Gin LLP  
111 E 7th St  
Hanford, CA 93230  
Attn: Megan Dodd  
Email: [dodd@griswoldlasalle.com](mailto:dodd@griswoldlasalle.com)

Buyer: McDermont Venture, LLC  
365 N Sweetbriar Avenure  
Lindsay, CA 93247  
Attn: Clint Ashcraft  
Email: [cashcraft@mcdermontx.com](mailto:cashcraft@mcdermontx.com)

With copy to: Krase, Bailey, Reed-Krase, LLP  
132 E Morton Ave  
Porterville, CA 93257  
Attn: Allan Bailey  
Email: [abailey@kraselaw.com](mailto:abailey@kraselaw.com)

Escrow Holder: Chicago Title Company  
7730 N Palm Ave, Ste 101  
Fresno, CA 93711  
Attention: Sue Meyer  
Telephone: (559) 451-3736  
Email: meyers@ctt.com

**Section 20. Possession.** Subject to Buyer’s rights as the current occupant of the Property, right to possession of the Property shall transfer to Buyer at the Close of Escrow, subject to Buyer’s rights of early entry and investigation, and the rights of tenants-in- possession, if any.

**Section 21. Attorney’s Fees; Litigation Costs.** If any legal action or other proceeding, including arbitration or an action for declaratory relief, is brought to enforce this Agreement or because of a dispute, breach, default, or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorney’s fees and other costs, in addition to any other proper relief. “Prevailing party” includes (a) a party who dismisses an action in exchange for sums allegedly due; (b) the party that receives performance from the other party of an alleged breach of covenant or a desired remedy, if it is substantially equal to the relief sought in an action; or (c) the party determined to be prevailing by a court of law.

**Section 22. Time of the Essence.** Time is of the essence in this Agreement and every provision contained in this Agreement.

**Section 23. Construction.** The title and headings of the Sections in this Agreement are intended solely for reference and do not modify, explain, or construe any provision of this Agreement. All references to sections, recitals, and the preamble shall, unless otherwise stated, refer to the Sections, Recitals, and Preamble of this Agreement. In construing this Agreement, the singular form shall include the plural and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared the agreement.

**Section 24. Integration.** This Agreement, all attached exhibits, and all related documents referred to in this Agreement, constitute the entire agreement between the parties. There are no oral or parol agreements which are not expressly set forth in this Agreement and the related documents being executed in connection with this Agreement. This Agreement may not be modified, amended, or otherwise changed except by a writing executed by the party to be

charged.

**Section 25. Third-Party Rights.** Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties and their respective successors and assigns, any rights or remedies.

**Section 26. Severability.** If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected.

**Section 27. Waivers.** No waiver or breach of any provision shall be deemed a waiver of any other provision, and no waiver shall be valid unless it is in writing and executed by the waiving party. No extension of time for performance of any obligation or act shall be deemed an extension of time for any other obligation or act.

**Section 28. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. The execution of this Agreement shall be deemed to have occurred, and this Agreement shall be enforceable and effective, only upon the complete execution of this Agreement by Seller and Buyer.

**Section 29. Survival.** Seller's representations and warranties in Section 7 hereof, Seller's indemnity in Section 8 hereof, and Buyer's representations, warranties, and covenants in Section, 6.1, 10, and 34 hereof, shall survive the close of Escrow and the delivery and recordation of the Deed.

**Section 30. Incorporation of Schedules and Exhibits.** All attached schedules and exhibits are incorporated in this Agreement by reference.

**Section 31. Offer and Acceptance.** In entering the Lease Seller has offered to sell the Property to Buyer or its assignee on the terms set forth herein. This offer may only be revoked upon the expiration of Buyer's option under the Lease. Buyer need only deliver a copy of this agreement signed by Buyer or its assignee to be deemed an acceptance of Seller's offer.

**Section 32. Authority of Parties.** All persons executing this Agreement on behalf of a party warrant that they have the authority to execute this Agreement on behalf of that party. Seller specifically covenants that it has obtained the requisite authority from the City Council of Seller.

**Section 33. Timely Delivery of Documents.** Seller agrees to deliver to Buyer each document, record, instrument, or material of any kind required to be delivered by Seller to Buyer pursuant to Section 6(a) hereof in a timely manner and in accordance with the time limitations in Section 6(a) hereof.

**Section 34. [RESERVED]**

**Section 35. Governing Law.** This Agreement shall be governed by and construed in accordance with California law.

**Section 36. Compliance with Bulk Sales Law.** Buyer shall give notice, in compliance with

Division 6 of the California Uniform Commercial Code, of the bulk sale contemplated by this Agreement. Seller shall furnish Buyer with all information necessary for Buyer to prepare the notice, including all names and business addresses used by Seller within the past 3 years and the location of all the assets to be transferred to Buyer under this Agreement.

**Section 37. Continuation of Occupancy of Property.** After the Close of Escrow, the Lease will become null and void. However, pending the Close of Escrow, McDermont Venture, LLC and McDermont Venture, Inc. shall be entitled to the continued occupancy of the Property for the purpose of operation of the recreational center as it has since 2018. Should escrow be terminated by the Buyer, Buyer will be entitled to the property under the current terms of Lease Agreement and pay an additional five thousand (\$5,000) per month beginning on March 1<sup>st</sup>, 2023 until a new lease or purchase agreement is approved by both parties. That amount shall be credited towards the Purchase Price, should Buyer and Seller negotiate another purchase and sale agreement within one (1) year from the date escrow is terminated. Should the Seller terminate escrow McDermont, LLC and McDermont Venture, Inc. shall be entitled to the continued occupancy under the current terms of the lease. Additionally, Buyer and Seller shall work in good faith to negotiate a new Lease, subject to approval of the Lindsay City Council.

**Section 38. No Supplanting of Current Occupancy Agreement Unless Closing.** This Agreement shall replace the Lease only upon the Close of Escrow. If this Agreement shall be canceled prior to the Close of Escrow, then the Lease shall remain without any merger and this Agreement shall not serve as any novation, accord and satisfaction, waiver of the rights of the parties thereto.

**Section 39. Incorporation of Recitals.** The recitals above are agreed to by the parties hereto as factually true and incorporated into this Agreement by reference.

**Section 40. Affordability Covenant.** Only if the Close of Escrow occurs after December 31, 2022 shall this section 40 apply. In accordance with Government Code Section 54233, a Covenant will be recorded against the Real Property at Closing stating that, if ten (10) or more residential units are developed on the Real Property, not less than fifteen percent (15%) of the total number of residential units developed shall be sold or rented at affordable housing cost, as defined in Section 50052.5 of the Health and Safety Code, or affordable rent, as defined in Section 50053 of the Health and Safety Code, to lower income households, as defined in Section 50079.5 of the Health and Safety Code and that Rental units shall remain affordable to, and occupied by, lower income households for a period of at least fifty-five (55) years for rental housing and forty-five (45) years for ownership housing. The initial occupants of all ownership units shall be lower income households, and the units shall be subject to an equity sharing agreement consistent with the provisions of paragraph (2) of subdivision (c) of Government Code Section 65915.

IN WITNESS WHEREOF, Buyer and Seller have executed this Purchase and Sale Agreement as of the day and year set forth by their respective signatures.

“SELLER”

CITY OF LINDSAY

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

\_\_\_\_\_  
By: Joseph Tanner  
Its: City Manager

“BUYER”

McDermont Venture, LLC

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

\_\_\_\_\_  
By: Deici Avila  
Its: Manager

**EXHIBIT A**  
**Legal Description of the Land**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LINDSAY, IN THE COUNTY OF TULARE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1: APN 205-293-015-000

BEGINNING AT THE SOUTHWESTERLY CORNER OF BLOCK 28 OF THE TOWN OF LINDSAY PER MAP RECORDED IN VOLUME 2, PAGE 91 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF TULARE, STATE OF CALIFORNIA:

THENCE, SOUTH 67°41'39" WEST, 25.00 FEET ALONG THE SOUTHWESTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID BLOCK 28 TO A POINT BEING 25.00 FEET, MEASURED AT RIGHT ANGLES, OF THE CENTERLINE OF THE UNION PACIFIC RAILROAD MAIN TRACK;

THENCE, NORTH 22°19'20" WEST, 880.09 FEET PARALLEL WITH THE CENTERLINE OF SAID MAIN TRACK TO A POINT IN THE SOUTHWESTERLY PROLONGATION OF THE NORTH LINE OF BLOCK 29 OF SAID TOWN OF LINDSAY:

THENCE, NORTH 67°40'03" EAST, 25.00 FEET TO THE NORTHWESTERLY CORNER OF SAID BLOCK 29;

THENCE, SOUTH 22°19'20" EAST, 160.13 FEET TO THE NORTHWESTERLY CORNER OF THE SOUTH 240.00 FEET OF SAID BLOCK 29;

THENCE, NORTH 67°42'48" EAST, 99.94 FEET TO THE NORTHEASTERLY CORNER OF THE SOUTH 240 FEET OF SAID BLOCK 29;

THENCE SOUTH 22°19'26" EAST, 719.94 FEET ALONG THE EAST LINE OF SAID BLOCK 29, THE SOUTHERLY PROLONGATION OF THE EAST LINE OF SAID BLOCK 29 AND THE EAST LINE OF SAID BLOCK 28 TO THE SOUTHEASTERLY CORNER OF SAID BLOCK 28;

THENCE, SOUTH 67°41'39" WEST, 99.96 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL MINERALS AND ALL MINERAL RIGHTS OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED UNDERLYING THE PROPERTY, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OIL AND GAS AND RIGHTS THERETO, TOGETHER WITH THE SOLE EXCLUSIVE AND PERPETUAL RIGHT TO EXPLORE FOR, REMOVE AND DISPOSE OF SAID MINERALS BY ANY MEANS OR METHODS SUITABLE TO GRANTOR, ITS SUCCESSORS AND/OR ASSIGNS, BUT WITHOUT ENTERING UPON OR USING THE SURFACE OF THE PROPERTY, AND IN SUCH MANNER AS NOT TO DAMAGE THE SURFACE OF THE PROPERTY, OR TO INTERFERE WITH THE USE THEREOF BY GRANTEE, ITS SUCCESSORS AND/OR ASSIGNS, AS RESERVED IN THE DEED RECORDED SEPTEMBER 27, 2006, AS FILE NO. 2006-0099744 OF OFFICIAL RECORDS.

PARCEL 2: APN 205-293-011-000

EXHIBIT A

BLOCK 29 OF THE CITY OF LINDSAY, IN THE CITY OF LINDSAY, COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 57 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THE SOUTH 240 FEET.

PARCEL 3: APN 205-293-011-000

BEGINNING AT THE NORTHEAST CORNER OF BLOCK 29 OF THE CITY OF LINDSAY, IN THE CITY OF LINDSAY, COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17 PAGE 57 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE EASTERLY ALONG THE NORTH LINE OF BLOCK 29, EXTENDED FROM THE WEST, A DISTANCE OF 12.15 FEET TO A POINT IN THE WESTERN LINE OF SWEET BRIER AVENUE, EXTENDED FROM THE NORTH; THENCE SOUTHWESTERLY ALONG SAID EXTENSION OF SWEET BRIAR, A DISTANCE OF 31.75 FEET TO A POINT IN THE EASTERLY LINE OF BLOCK 29, A DISTANCE OF 29.33 FEET FROM THE NORTHEAST CORNER OF SAID BLOCK 29; THENCE NORTH ALONG THE EAST LINE OF BLOCK 29, A DISTANCE OF 29.33 FEET TO THE POINT OF BEGINNING.

APN: 205-293-011-000 and 205-293-015-000

## EXHIBIT A

**EXHIBIT B**  
**Deed of Trust**

**EXHIBIT B**

RECORDING REQUESTED BY & )  
WHEN RECORDED RETURN TO: )  
)  
)  
MEGAN N. Dodd )  
Griswold, LaSalle, Cobb, )  
Dowd & Gin LLP )  
111 E. Seventh Street )  
Hanford, CA 93230 )  
)  
)  
)  
)  
)  
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**DEED OF TRUST**

A.P.N. 205-293-011, and 205-293-015

**THIS DEED OF TRUST, made this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ between MCDERMONT VENTURE, LLC, a California limited liability company herein called TRUSTOR, whose address is 365 N Sweetbriar Avenue, Lindsay, California 93247 and CITY OF LINDSAY, herein called TRUSTEE and BENEFICIARY,**

**Witnesseth:** That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the City of Lindsay, Tulare County, California, described as:

PARCEL 1: APN 205-293-015-000

BEGINNING AT THE SOUTHWESTERLY CORNER OF BLOCK 28 OF THE TOWN OF LINDSAY PER MAP RECORDED IN VOLUME 2, PAGE 91 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF TULARE, STATE OF CALIFORNIA:

THENCE, SOUTH 67°41'39" WEST, 25.00 FEET ALONG THE SOUTHWESTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID BLOCK 28 TO A POINT BEING 25.00 FEET, MEASURED AT RIGHT ANGLES, OF THE CENTERLINE OF THE UNION PACIFIC RAILROAD MAIN TRACK;

THENCE, NORTH 22°19'20" WEST, 880.09 FEET PARALLEL WITH THE CENTERLINE OF SAID MAIN TRACK TO A POINT IN THE SOUTHWESTERLY PROLONGATION OF THE NORTH LINE OF BLOCK 29 OF SAID TOWN OF LINDSAY:

THENCE, NORTH 67°40'03" EAST, 25.00 FEET TO THE NORTHWESTERLY CORNER OF SAID BLOCK 29;

THENCE, SOUTH 22°19'20" EAST, 160.13 FEET TO THE

NORTHWESTERLY CORNER OF THE SOUTH 240.00 FEET OF SAID BLOCK 29;

THENCE, NORTH 67°42'48" EAST, 99.94 FEET TO THE NORTHEASTERLY CORNER OF THE SOUTH 240 FEET OF SAID BLOCK 29;

THENCE SOUTH 22°19'26" EAST, 719.94 FEET ALONG THE EAST LINE OF SAID BLOCK 29, THE SOUTHERLY PROLONGATION OF THE EAST LINE OF SAID BLOCK 29 AND THE EAST LINE OF SAID BLOCK 28 TO THE SOUTHEASTERLY CORNER OF SAID BLOCK 28;

THENCE, SOUTH 67°41'39" WEST, 99.96 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL MINERALS AND ALL MINERAL RIGHTS OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIT OR HEREAFTER DISCOVERED UNDERLYING THE PROPERTY, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OIL AND GAS AND RIGHTS THERETO, TOGETHER WITH THE SOLE EXCLUSIVE AND PERPETUAL RIGHT TO EXPLORE FOR, REMOVE AND DISPOSE OF SAID MINERALS BY ANY MEANS OR METHODS SUITABLE TO GRANTOR, ITS SUCCESSORS AND/OR ASSIGNS, BUT WITHOUT ENTERING UPON OR USING THE SURFACE OF THE PROPERTY, AND IN SUCH MANNER AS NOT TO DAMAGE THE SURFACE OF THE PROPERTY, OR TO INTERFERE WITH THE USE THEREOF BY GRANTEE, ITS SUCCESSORS AND/OR ASSIGNS, AS RESERVED IN THE DEED RECORDED SEPTEMBER 27, 2006, AS FILE NO. 2006-0099744 OF OFFICIAL RECORDS.

PARCEL 2: APN 205-293-011-000

BLOCK 29 OF THE CITY OF LINDSAY, IN THE CITY OF LINDSAY, COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 57 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THE SOUTH 240 FEET.

PARCEL 3: APN 205-293-011-000

BEGINNING AT THE NORTHEAST CORNER OF BLOCK 29 OF THE CITY OF LINDSAY, IN THE CITY OF LINDSAY, COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17 PAGE 57 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE EASTERLY ALONG THE NORTH LINE OF BLOCK 29, EXTENDED FROM THE WEST, A DISTANCE OF 12.15 FEET TO A POINT IN THE WESTERN LINE OF SWEET BRIER AVENUE, EXTENDED FROM THE NORTH; THENCE SOUTHWESTERLY ALONG SAID EXTENSION OF SWEET BRIAR, A DISTANCE OF 31.75 FEET TO A POINT IN THE

EASTERLY LINE OF BLOCK 29, A DISTANCE OF 29.33 FEET FROM THE NORTHEAST CORNER OF SAID BLOCK 29; THENCE NORTH ALONG THE EAST LINE OF BLOCK 29, A DISTANCE OF 29.33 FEET TO THE POINT OF BEGINNING.

APN: 205-293-011-000 and 205-293-015-000

**For the Purpose of Securing:**

1. Performance of each agreement of Trustor incorporated by reference or contained herein.
2. Trustor’s performance of that certain Covenant Agreement of even date herewith by and between Trustor and the City of Lindsay.
2. Payment of liquidated damages that may attach because of Trustor’s non-performance of the Covenant Agreement in the amount of \$1,100,000.00.
3. Payment of such further sums as the then record owner of said property may owe to Beneficiary, when evidenced by a note (or notes) or other documents reciting it is so secured.

**To Protect the Security of This Deed of Trust, Trustor Agrees:**

By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded in Santa Barbara County and Sonoma County October 18, 1961, and in all other counties October 23, 1961, in the book and at the page of Official Records in the office of the county recorder where said property is located, noted below opposite the name of such county, viz:

County	Book	Page	County	Book	Page	County	Book	Page
Alameda	435	684	Madera	810	170	San Luis Obispo	1151	12
Alpine	1	250	Marin	1508	339	San Mateo	4078	420
Amador	104	348	Mariposa	77	292	Santa Barbara	1878	860
Butte	1145	1	Mendocino	579	530	Santa Cruz	1431	494
Calaveras	145	152	Merced	1547	538	Shasta	684	528
Colusa	296	617	Modoc	184	851	San Diego	Series 2 Book 1961, Page 183887	
Contra Costa	3978	47	Mono	52	429	Santa Clara	5336	341
Del Norte	78	414	Monterey	2194	538	Sierra	29	335
El Dorado	568	456	Napa	639	86	Siskiyou 468	181	
Fresno	4626	572	Nevada	305	320	Solano	1105	182
Glenn	422	184	Orange	5889	611	Sonoma	1851	689
Humboldt	657	527	Placer	895	301	Stanislaus	1715	456
Imperial	1091	501	Plumas	151	5	Sutter	572	297
Inyo	147	598	Riverside	3005	523	Tehama	401	289
Kern	3427	60	Sacramento	4331	62	Trinity	93	366
Kings	792	833	San Benito	271	383	Tulare	2294	275
Lake	362	39	San Bernardino	5567	61	Tuolumne	135	47
Lassen	171	471	San Francisco	A332	905	Ventura	2062	386
Los Angeles	T2055	899	San Joaquin	2470	311	Yolo	653	245
						Yuba	334	486

which provisions, identical in all counties, (printed on the attached unrecorded pages) are hereby adopted and incorporated herein and made a part hereof as though fully set forth herein at length; that Trustor will observe and perform said provisions; and that the references to property, obligations and parties in said provisions shall be construed to refer to the property, obligations and parties set forth in this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to it at its address hereinbefore set forth.

Dated: \_\_\_\_\_, 202\_\_

McDermont Venture, LLC

By: \_\_\_\_\_  
Deici Avila  
Manager

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

**STATE OF CALIFORNIA** )  
 )ss  
**COUNTY OF TULARE** )

On \_\_\_\_\_, 202\_\_\_\_, before me,  
\_\_\_\_\_, a notary public, personally appeared  
\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to  
be the person whose name is subscribed to the within instrument and acknowledged to me that she  
executed the same in her authorized capacity and that by her signature on the instrument the person or  
the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

**WITNESS my hand and official seal.**

(SEAL)

\_\_\_\_\_  
Notary Public

## DO NOT RECORD

The following is a copy of Subdivision A and B of the fictitious Deed of Trust recorded in each county in California as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

A. To protect the security of Deed of Trust, Trustor agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay, at least ten days before delinquency all taxes and assessments, affecting said property, including assessments on appurtenant water stock; when due, all incumbrances, charges and liens, with interest on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee but without obligation so to do and without notice to or demand upon Trust and without releasing Trustor from any obligation hereof, may; make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any incumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the same rate set forth in the Note secured by this Deed of Trust, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. it is mutually agreed:

(1) That any award of damages in connection with an condemnation for public use or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to

pay.

(3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may; reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) That upon written request of beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto".

(5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record, Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law. Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and

Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein,. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

REQUEST FOR FULL RECONVEYANCE

\_\_\_\_\_ TRUSTEE:

The undersigned is the legal owner and holder of the note or notes, and of all other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidence of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

DATED: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Please mail Deed of Trust, Note and Reconveyance to:

\_\_\_\_\_  
\_\_\_\_\_

*Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.*

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 )ss  
COUNTY OF )

On \_\_\_\_\_, before me, \_\_\_\_\_, a notary public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

**WITNESS my hand and official seal.**

(SEAL)

\_\_\_\_\_  
Notary Public

**EXHIBIT C**  
**Covenant Agreement**

**EXHIBIT C**

**Recording requested and when recorded )**  
**return to: )**  
)  
)  
)  
**Joseph Tanner )**  
**CITY OF LINDSAY )**  
**251 E. Honolulu )**  
**Lindsay, CA 93247 )**  
)  
)

---

**COVENANT AGREEMENT**

## COVENANT AGREEMENT

This Covenant Agreement (“**Agreement**”) is made by and between MCDERMONT VENTURE, LLC (“**Promisor**”) and the CITY OF LINDSAY, a municipal corporation (“**Promisee**”), effective the \_\_\_\_ day of \_\_\_\_\_, 202\_\_ (“**Effective Date**”).

### *Recitals*

WHEREAS, Promisor and Promisee are parties to that Service Agreement to Operate McDermont Field House (“**Service Agreement**”) dated December 30, 2017; and

WHEREAS, Promisor was granted an option to purchase the property (“**Property**”) described in the attached Exhibit “1,” which is incorporated herein by reference; and

WHEREAS, Promisor exercised its option rights and acquired the Property from Promisee under that Agreement of Purchase and Sale of Real Property and Business Assets (“**Purchase Agreement**”), the terms of which are incorporated herein by reference; and

WHEREAS, Promisee’s sale of the Property to Promisor is induced by: (i) Promisor’s covenant to continued operation at the Property as a regional recreational facility that is open to the public (“**Facility**”) through January 1, 2028; and (ii) Promisor’s covenant to continued ownership of the Property through January 1, 2028.

NOW, THEREFORE, Promisor and Promisee agree as follows:

1. Promisor shall, through January 1, 2028, cause the continued operation of the Property as a regional recreational facility in the manner that the Facility has been operated under the Service Agreement since 2018 (“**Operating Covenant**”). Promisor shall be deemed to have violated the Operating Covenant if: (i) the Facility is closed to the public for 14 consecutive calendar days; or (ii) the Facility is closed to the public for a total of 21 calendar days during any thirty (30) calendar day period. The Facility shall be deemed closed to the public on any day during which the Facility is not open to the public for at least eight (8) hours.
2. Promisor shall not sell, transfer, convey, or encumber the Property before January 1, 2028 (“**Ownership Covenant**”).
3. Promisor shall be deemed to be in breach of this Agreement if any of following occurs:
  - (i) Promisor becomes insolvent or offers settlement to any creditor;
  - (ii) Promisor files a petition in bankruptcy, voluntarily or involuntarily;

Promisor institutes any proceeding under any bankruptcy or insolvency laws relating to relief of debtors;

4. **LIQUIDATED DAMAGES UPON BUYER’S DEFAULT. IF PROMISOR BREACHES THE TERMS OF THIS AGREEMENT, PROMISOR SHALL PAY ONE MILLION, ONE HUNDRED THOUSAND DOLLARS (\$1,100,000.00) TO PROMISEE AS LIQUIDATED DAMAGES. PAYMENT OF SUCH FUNDS BY SELLER AS LIQUIDATED DAMAGES IS NOT INTENDED AS A PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT INSTEAD, IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO PROMISEE. BECAUSE OF THE SPECIAL NATURE OF THE NEGOTIATIONS BETWEEN PROMISOR AND PROMISEE REGARDING THE PURCHASE AGREEMENT, THE PARTIES ACKNOWLEDGE THAT THE ACTUAL DAMAGE THAT WOULD RESULT TO PROMISEE AS A RESULT OF PROMISOR’S FAILURE TO FULFILL THE TERMS DESCRIBED HEREIN WOULD BE EXTREMELY DIFFICULT TO ESTABLISH. IN ADDITION, PROMISOR DESIRES TO LIMIT ITS POTENTIAL LIABILITY TO PROMISEE IN THE EVENT THAT PROMISOR FAILS TO PERFORM. BY SEPARATELY INITIALING BELOW, THE PARTIES HEREBY ACKNOWLEDGE THEIR AGREEMENT CONCERNING LIQUIDATED DAMAGES:**

\_\_\_\_\_  
Promisor Initials

\_\_\_\_\_  
Promisee Initials

5. This Agreement is executed pursuant to Purchase Agreement and Promisor’s payment of liquidated damages hereunder is secured by that Deed of Trust (“**Deed of Trust**”) of even date herewith.
6. Notwithstanding the Operating Covenant, such covenant shall be abated in the instances, circumstances, or conditions beyond the reasonable control of Promisor, including strikes, labor disputes, acts of God, the elements, governmental restrictions, regulations or controls, pandemic, enemy action, civil commotion, fire, casualty, accidents, mechanical breakdowns or shortages of, or inability to obtain, labor, utilities or materials, or which causes delay (“Force Majeure”); provided, however, that (a) neither any lack of funds nor any illiquidity or disruption affecting capital markets or other general economic conditions, shall be deemed to be a condition beyond the control of Promisor, (b) Promisor notifies Promisee of the existence of such event, circumstance or condition within five (5) Business Days from the date that Promisor becomes aware that such event, circumstance or condition could result in Force Majeure, and (c) the delay that could result from such Force Majeure shall not cause or result in a default or violation by Promisor under any material contracts or licenses and permits affecting the Property.
7. Insurance.
- a. Promisor will, during the term of this Agreement, maintain insurance

coverage which shall be at least as broad as:

- (1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 0001 1207 covering CGL on an " occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than TWO MILLION AND NO/100 DOLLARS (\$2,000,000) per occurrence and FOUR MILLION (\$4,000,000) aggregate.
- (2) Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer ' s Liability Insurance with a limit of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury or disease.
- (3) Fire and extended coverage insurance, with vandalism and malicious mischief endorsements, on all improvements located Property for their full replacement value.
- (4) Property insurance on Promisor's personal property located at the Property for the full replacement value of such property.

If Promisor maintains higher limits than the minimums shown above, Promisee requires and shall be entitled to coverage for the higher limits maintained by Promisor.

- b. Promisor's deductible amounts must be approved by Promisee.
- c. Promisor's insurance policies are to contain, or be endorsed to contain, the following provisions:
  - (1) Promisee and its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy. General liability coverage can be provided in the form of an endorsement to Promisor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used. The coverage shall contain no special limitations on the scope of protection afforded to Promisee and its officers, officials, employees or volunteers.
  - (2) For any claims related to this Agreement, Promisor's insurance coverage shall be the primary insurance as to Promisee and its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Promisee and/or its officers, officials, employees, or volunteers shall be in excess of Promisor's insurance and shall be non-contributory.

- (3) Each insurance policy required above shall provide that coverage shall not be canceled, except with written notice to Promisee.
    - (4) Promisee shall be named as loss payee on Promisor's fire and extended coverage for the Property.
  - d. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII.
  - e. Promisor shall, upon its execution of this Agreement at renewal of each policy, furnish Promisee with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required herein. Promisee reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time during the term of this Agreement.
  - f. Promisor hereby grants to Promisee and its officers, officials, employees, and volunteers a waiver of any right to subrogation, which any insurer of Promisor may acquire against Promisee and/or its officers, officials, employees, and volunteers by virtue of the payment of any loss under such insurance. Promisor shall obtain endorsements necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Promisee has received a waiver of subrogation endorsement from the insurer.
8. During the term of this Agreement, Promisor shall maintain, repair, and improve the Property so the Property remains in good order and repair. Such duty shall include, without limitation, Promisor's payment of any repair, restoration, and improvement costs not covered by Promisor's insurance policies. Should the Property be damaged, repairs shall be completed within thirty (30) calendar days of the date on which such damage is identified; provided however, if it is infeasible to complete the required repairs during such period, Promisor shall commence the necessary efforts during the thirty (30) calendar day period and will cause the work to be diligently pursued through completion.
9. If Promisor performs the covenants of this Agreement and is not in breach as of January 1, 2028, this Agreement shall terminate, and Promisee will quitclaim its rights hereunder to Promisor and will cause the reconveyance of the Deed of Trust on or before January 31, 2028.
10. In the event of a default of any provision of this Agreement, the Purchase Agreement, or the Deed of Trust, Promisor agrees to pay Promisee's costs of enforcement and collection, including without limitation, reasonable attorneys' fees and costs incurred, whether or not litigation is commenced as part of the collection process.
11. No renewal or extension of this Agreement, delay in enforcing any right of Promisee under this Agreement, the Purchase Agreement, or the Deed of Trust, or assignment of this Agreement by Promisee shall affect the liability of Promisor. All rights and

remedies of the Promisee under this Covenant Agreement are cumulative and may be exercised concurrently or consecutively at Promisee's option.

12. The provisions of this Agreement shall run with the land, and this Agreement shall be recorded by Promisee against the Property.
13. If one (1) or more of the provisions of this Covenant Agreement are determined by a court to be unenforceable, in whole or in part, for any reason, the remaining provisions shall remain fully operational and enforceable.
14. If one (1) or more of the provisions of this Covenant Agreement are determined by a court to be unenforceable, in whole or in part, for any reason, the remaining provisions shall remain fully operational and enforceable.
15. Modification of this Agreement shall be effective only if in writing executed by Promisor and Promisee.
16. If one (1) or more of the provisions of this Agreement are determined by a court to be unenforceable, in whole or in part, for any reason, the remaining provisions shall remain fully operational and enforceable.

**PROMISOR**

MCDERMONT VENTURE, LLC

\_\_\_\_\_  
Deici Avila  
Manager

**PROMISEE**

CITY OF LINDSAY

By: \_\_\_\_\_  
Joseph Tanner

City Manager

**EXHIBIT "A"**

**Legal Description**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LINDSAY, IN THE COUNTY OF TULARE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1: APN 205-293-015-000

BEGINNING AT THE SOUTHWESTERLY CORNER OF BLOCK 28 OF THE TOWN OF LINDSAY PER MAP RECORDED IN VOLUME 2, PAGE 91 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF TULARE, STATE OF CALIFORNIA:

THENCE, SOUTH 67°41'39" WEST, 25.00 FEET ALONG THE SOUTHWESTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID BLOCK 28 TO A POINT BEING 25.00 FEET, MEASURED AT RIGHT ANGLES, OF THE CENTERLINE OF THE UNION PACIFIC RAILROAD MAIN TRACK;

THENCE, NORTH 22°19'20" WEST, 880.09 FEET PARALLEL WITH THE CENTERLINE OF SAID MAIN TRACK TO A POINT IN THE SOUTHWESTERLY PROLONGATION OF THE NORTH LINE OF BLOCK 29 OF SAID TOWN OF LINDSAY:

THENCE, NORTH 67°40'03" EAST, 25.00 FEET TO THE NORTHWESTERLY CORNER OF SAID BLOCK 29;

THENCE, SOUTH 22°19'20" EAST, 160.13 FEET TO THE NORTHWESTERLY CORNER OF THE SOUTH 240.00 FEET OF SAID BLOCK 29;

THENCE, NORTH 67°42'48" EAST, 99.94 FEET TO THE NORTHEASTERLY CORNER OF THE SOUTH 240 FEET OF SAID BLOCK 29;

THENCE SOUTH 22°19'26" EAST, 719.94 FEET ALONG THE EAST LINE OF SAID BLOCK 29, THE SOUTHERLY PROLONGATION OF THE EAST LINE OF SAID BLOCK 29 AND THE EAST LINE OF SAID BLOCK 28 TO THE SOUTHEASTERLY CORNER OF SAID BLOCK 28;

THENCE, SOUTH 67°41'39" WEST, 99.96 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL MINERALS AND ALL MINERAL RIGHTS OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED UNDERLYING THE PROPERTY, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OIL AND GAS AND RIGHTS THERETO, TOGETHER WITH THE SOLE EXCLUSIVE AND PERPETUAL RIGHT TO EXPLORE FOR, REMOVE AND DISPOSE OF SAID MINERALS BY ANY MEANS OR METHODS SUITABLE TO GRANTOR, ITS SUCCESSORS AND/OR ASSIGNS, BUT WITHOUT ENTERING UPON OR USING THE SURFACE OF THE PROPERTY, AND IN SUCH MANNER AS NOT TO DAMAGE THE SURFACE OF THE PROPERTY, OR TO INTERFERE WITH THE USE THEREOF BY GRANTEE, ITS SUCCESSORS AND/OR ASSIGNS, AS RESERVED IN

THE DEED RECORDED SEPTEMBER 27, 2006, AS FILE NO. 2006-0099744 OF OFFICIAL RECORDS.

PARCEL 2: APN 205-293-011-000

BLOCK 29 OF THE CITY OF LINDSAY, IN THE CITY OF LINDSAY, COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 57 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THE SOUTH 240 FEET.

PARCEL 3: APN 205-293-011-000

BEGINNING AT THE NORTHEAST CORNER OF BLOCK 29 OF THE CITY OF LINDSAY, IN THE CITY OF LINDSAY, COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17 PAGE 57 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE EASTERLY ALONG THE NORTH LINE OF BLOCK 29, EXTENDED FROM THE WEST, A DISTANCE OF 12.15 FEET TO A POINT IN THE WESTERN LINE OF SWEET BRIER AVENUE, EXTENDED FROM THE NORTH; THENCE SOUTHWESTERLY ALONG SAID EXTENSION OF SWEET BRIAR, A DISTANCE OF 31.75 FEET TO A POINT IN THE EASTERLY LINE OF BLOCK 29, A DISTANCE OF 29.33 FEET FROM THE NORTHEAST CORNER OF SAID BLOCK 29; THENCE NORTH ALONG THE EAST LINE OF BLOCK 29, A DISTANCE OF 29.33 FEET TO THE POINT OF BEGINNING.

APN: 205-293-011-000 and 205-293-015-000

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )

)ss

COUNTY OF TULARE )

On \_\_\_\_\_, 202\_\_\_\_, before me, \_\_\_\_\_, a notary public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

**WITNESS my hand and official seal.**

(SEAL)

\_\_\_\_\_  
Notary Public

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 )ss  
COUNTY OF TULARE )

On \_\_\_\_\_, 202\_\_\_\_, before me,  
\_\_\_\_\_, a notary public, personally appeared  
\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

**WITNESS my hand and official seal.**

(SEAL)

\_\_\_\_\_  
Notary Public

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
DIVISION OF HOUSING POLICY DEVELOPMENT**

2020 W. El Camino Avenue, Suite 500  
Sacramento, CA 95833  
(916) 263-2911 / FAX (916) 263-7453  
[www.hcd.ca.gov](http://www.hcd.ca.gov)



June 30, 2022

Joseph Tanner, City Manager  
City of Lindsay  
251 E. Honolulu St.  
P.O. Box 369  
Lindsay, CA 93247

Dear Joseph Tanner:

**RE: HCD's Review of the Lease Between the City of Lindsay and  
McDermont Ventures, Inc. for the McDermont Field House Sports  
Complex.**

Thank you for contacting the California Department of Housing and Community Development (HCD) regarding the City of Lindsay's (City) McDermont Field House Sports Complex (Property). You asked that HCD provide guidance on whether the disposition of the Property is subject to the Surplus Land Act or not.

HCD reviewed the service agreement (Lease) between the City and McDermont Ventures, Inc. (Operator) for the operation of the Property. As explained below, HCD finds that the Property is subject to the Surplus Land Act (SLA) as it existed on December 31, 2019, because the Property qualifies for the "grandfathering exemption" under Government Code section 54234, subdivision (a)(1).

According to Government Code section 54234, subdivision (a)(1), the disposition of real property by a local agency is subject to the SLA as it existed on December 31, 2019, provided the disposition of the surplus land meets the following requirements:

- (i). The local agency entered into an exclusive negotiating agreement (ENA) or legally binding agreement to dispose of the Property prior to September 30, 2019.
- (ii). The disposition of the Property to the party that had entered into the ENA or legally binding agreement (or its successors or assigns) is completed by December 31, 2022.

Based on the documentation provided, HCD finds that the City and Operator entered into the Lease on December 30, 2017. The Lease has an "Option to Purchase" clause, which allows the Operator to purchase the Property, if the Operator meets certain conditions specified in Section 4 of the Lease.

After reviewing the documentation provided, HCD concludes that, because the City and Operator entered into a legally binding agreement prior to September 30, 2019, and the agreement provides the Operator an option to purchase the Property, the Property qualifies for the “grandfathering exemption” under Government Code section 54234, subdivision (a)(1). Therefore, the disposition of the Property is subject to the SLA as it existed on December 31, 2019, provided the disposition of the property to the Operator is completed by December 31, 2022. After the City has completed the disposition of the Property, it must provide HCD documentation demonstrating that the disposition was completed by December 31, 2022, for HCD’s records.

If you have any questions or need additional technical assistance, please contact Public Lands at [Publiclands@hcd.ca.gov](mailto:Publiclands@hcd.ca.gov).

Sincerely,

A handwritten signature in black ink that reads "Jillian Burgos". The signature is written in a cursive, flowing style.

Jillian Burgos  
Public Lands Manager  
Housing Policy Development



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

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**NUMBER** 22-67

**TITLE** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY , COUNTY OF TULARE, STATE OF CALIFORNIA, AUTHORIZING THE PURCHASE AND SALE AGREEMENT, DEED OF TRUST, AND COVENANT AGREEMENT FOR THE PROPERTY LOCATED AT 365 SWEETBRIAR AVENUE, LINDSAY, CA 93247 (APN's 205-293-011 AND 205-293-015) COMMONLY REFERRED TO AS MCDERMONT FIELD HOUSE, FINDING THAT THE ACQUISITION IS EXEMPT FROM REVIE UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO SECTION 15312 OF THE CEQA GUIDELINES, AND AUTHORIZING CITY MANAGER TO EXECUTE ANY DOCUMENTS THERETO

**MEETING** At a regularly scheduled meeting of the City of Lindsay City Council held on December 13, 2022 at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

**WHEREAS**, the City of Lindsay owns land at 365 Sweetbriar Avenue, Lindsay, CA 93247 (APN's 205-293-011 and 205-293-015) (the "Property"); and

**WHEREAS**, McDermont Ventures, LLC wishes to purchase the Property pursuant to the Purchase and Sale Agreement, Deed of Trust, and Covenant Agreement attached to this Resolution and the terms of which are incorporated herein by reference; and

**WHEREAS**, the sale of the Property is exempt from the California Surplus Land Act, based on the existing Lease Agreement between the City and the current operators of McDermont Field House.

**WHEREAS**, the sale of the Property is exempt from CEQA pursuant to section 15312 of the CEQA Guidelines.

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

SECTION 1. The City of Lindsay agrees to sale the Property to McDermont Ventures, LLC for the terms incorporated herein by reference in the Purchase and Sale Agreement, Deed of Trust, and Covenant Agreement.

SECTION 2. The sale of the Property has been determined to be exempt from the Surplus Land Act based upon an existing legally binding agreement between the City of Lindsay and the current operators of McDermont Field House

RESOLUTION NO. 22-67  
Page 1 of 2



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

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- SECTION 3. The sale of the Property is exempt from CEQA based upon section 15312 of the CEQA Guidelines. The Clerk of the City of Lindsay is hereby directed to file said exemption.
- SECTION 4. The City Manager is hereby directed to execute all documents associated with the sale of the Property.
- SECTION 5. This Resolution shall become immediately effective upon adoption and shall remain in effect until specifically repealed.

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

MEETING DATE	December 13, 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.

---

FRANCESCA QUINTANA  
CITY CLERK

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MAYOR

RESOLUTION NO. 22-67  
Page 2 of 2