



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 **June 13, 2023**, at **6:00 PM** in person and via webinar. The webinar address for members of the public is <https://zoom.us/j/99279557087>. Those who would like to make a public comment during the public comment portion of the agenda may do so by utilizing the raise hand feature or indicating they would like to make a comment in the chat.

Persons with disabilities who may need assistance should contact the City Clerk prior to the meeting at (559) 562-7102 ext. 8034 or via email at lindsay.cityclerk@lindsay.ca.us.

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE

Led by Council Member CAUDILLO.

4. APPROVAL OF AGENDA

5. PUBLIC COMMENT

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

6. COUNCIL REPORT

7. CITY MANAGER REPORT

8. PRESENTATION ITEMS

8.1 Retail Strategies Retail Recruitment Update (pp. 5 – 16)

Requested by Mayor Pro Tem Flores

Presented by Brookley Valencia, Retail Strategies

8.2 Tulare & Foothill Intersection Treatment Options for Pedestrian Safety

Requested by Council Member Serna

Presented by Soo Ho Park, Provost & Pritchard Consulting Group

9. DISCUSSION ITEMS

9.1 City Council Chambers Building Upgrades

Presented by Joseph M. Tanner, City Manager

10. CONSENT CALENDAR

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

10.1 Minutes from May 23, 2023, Regular Meeting (pp. 17 – 22)

10.2 Warrant List for May 15, 2023, through June 04, 2023 (pp. 23 – 30)

10.3 Treasurer's Report for May 2023 (p. 31)

10.4 Second Reading of **Ordinance No. 610**, An Ordinance of the City of Lindsay Enacting Section 02.24.030 Use of Military Equipment, Amending Section Twenty-Four (24) Training of Law Enforcement Officers of Title Two (2) Administration and Personnel of the Lindsay Municipal Code and Authorization to Waive Full Reading of Said Ordinance and Authorize Reading by Title Only, and Adoption of Military Equipment Policy (pp. 32 – 42)

10.5 Consider the Approval of Wellness Heating, Ventilation, and Air Conditioning Replacement Project Request for Proposals (RFPs) Submitted and Recommendation to Award Contract to American, Inc (pp. 43 – 45)

10.6 Consider the Approval of Job Description and Budget for the Pool Manager Job Position (pp. 46 – 52)

10.7 Consider the Approval of Job Description and Budget for Recreation Coordinator Job Position (pp. 53 – 58)

10.8 Consider the Approval of Agreement Renewal Between the City of Lindsay and the County of Tulare for Emergency Dispatch and Communications Services and Authorize City Manager to Execute Any Documents Thereto (pp. 59 – 69)

10.9 Consider the Approval of **Resolution No. 23-18**, A Resolution of the City Council of the City of Lindsay Establishing a Development Agreement Program and Associated Processing Fees (pp. 70 – 81)

10.10 Landscape and Lighting Maintenance Districts (pp. 82 – 102)

A. Consider Approval of **Resolution No. 23-20**, A Resolution of the City Council of the City of Lindsay Ordering the Preparation of an Engineer's Report for Landscape and Lighting Maintenance Districts for Fiscal Year 2023-2024 (pp. 84 – 85)

B. Consider Approval of **Resolution No. 23-21**, A Resolution of the City Council of the City of Lindsay Granting Preliminary Approval of Engineer's Report for

Fiscal Year 2023-2024 for Landscape and Lighting Maintenance Districts (pp. 86 – 87)

- C. Consider Approval of **Resolution No. 23-22**, A Resolution of the City Council of the City of Lindsay Declaring its Intention to Levy and Collect Assessments for Fiscal Year 2023-2024 Landscape and Lighting Maintenance Assessment Districts; Declaring the Work to be of more than Local or Ordinary Public Benefit; Specifying the Exterior Boundaries of the Areas Within The Landscape Maintenance Districts to be Assessed and the Cost and Expense Thereof; Designating Said Districts As Landscape & Lighting Maintenance Districts; Determining that these Proceedings Shall be Taken Pursuant to the Landscaping and Lighting Act Of 1972; and Offering a Time and Place for Hearing Objections Thereto (pp. 88 – 102)

11. ACTION ITEMS

- 11.1 City Financial Update and Consideration of Approval of **Resolution No. 23-19**, A Resolution of the City Council of the City of Lindsay Continuing Expenditures and Revenues in Accordance with the Adopted Fiscal Year 2022-2023 Operating Budget and Fiscal Years 2023-2027 Five-Year Capital Improvement Plan Budget in Lieu of Fiscal Year 2023-2024 Budget and Five-Year Capital Improvement Plan Budget (pp. 103 – 106)
Presented by Joseph M. Tanner, City Manager

12. EXECUTIVE (CLOSED) SESSION

- 12.1 Conference with Labor Negotiators Pursuant to Cal Gov. Code § 54957.6
Agency Designated Representative: Joseph M. Tanner, City of Lindsay
Employee Organization: The Lindsay City Employees’ Association; ‘Service Employees International Union (SEIU)’
- 12.2 Conference with Labor Negotiators Pursuant to Cal Gov. Code § 54957.6
Agency Designated Representative: Joseph M. Tanner, City of Lindsay
Employee Organization: Lindsay Public Safety Officers’ Association (LPOA)

13. REQUEST FOR FUTURE ITEMS

Council requests for future agenda items, can be called for by any Councilmember during the ‘Request for Future Items’ section of a regular meeting. Immediately following the request of an item, a vote will be taken on the item. If a majority of the City Council supports further study of the item, then a full staff analysis will be prepared within a reasonable time as determined by the City Manager unless otherwise directed by a majority of the City Council. Discussion shall be limited to whether an item should be added to an agenda, not the merit of the item.

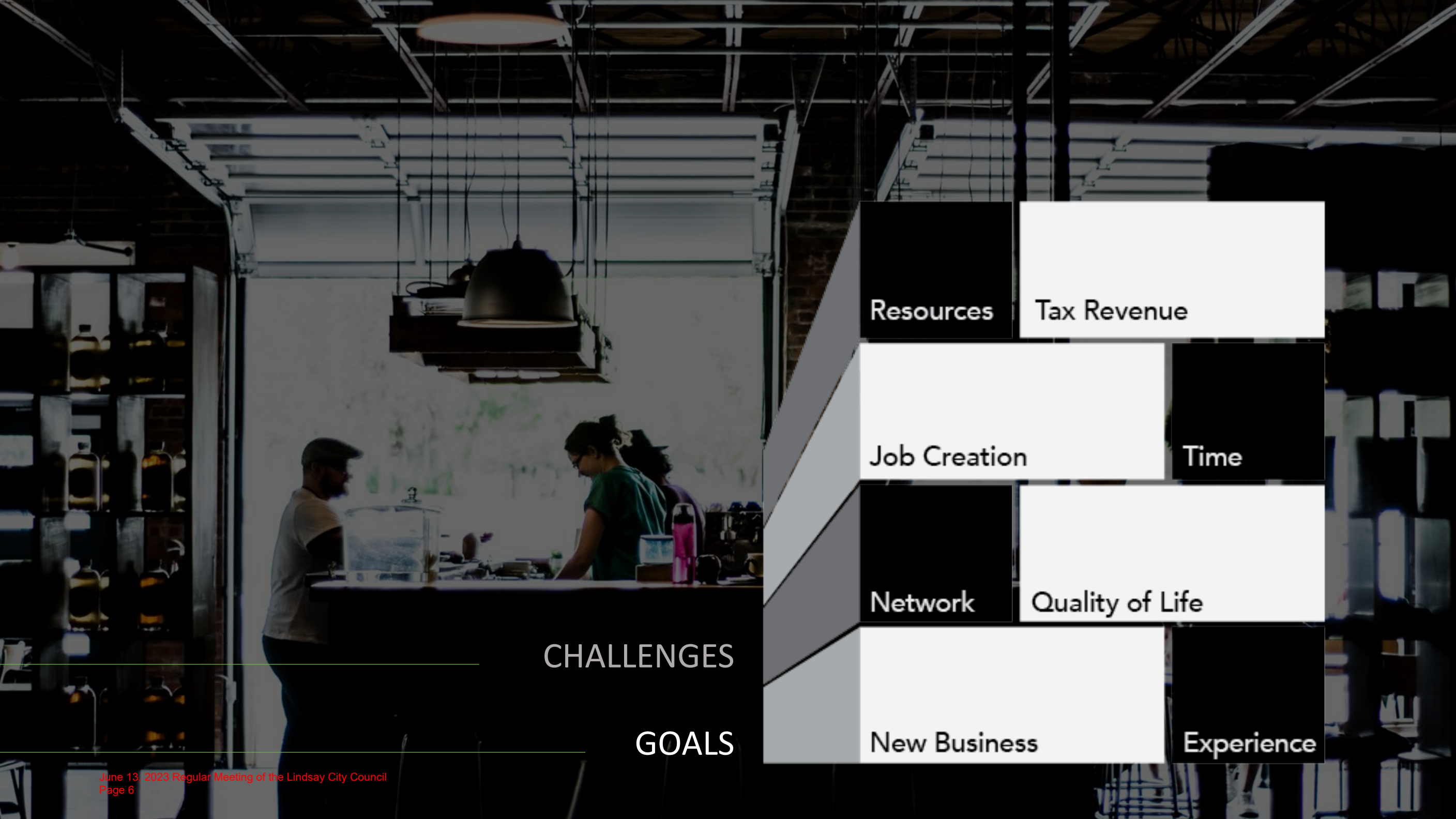
14. ADJOURNMENT

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

retail strategies

City Council Presentation

Lindsay, CA



Resources

Tax Revenue

Job Creation

Time

Network

Quality of Life

New Business

Experience

CHALLENGES

GOALS



Economic Impact

Retail builds on retail and the economic impact adds up quickly. Retail attracts the workforce that attracts the primary jobs. Retail influences executives looking to locate their company in your community. Retail enhances quality of life. Quality of life encourages future growth of your community.

Retailer	Estimated Average Annual Revenue	Estimated Number of Jobs	Local Sales Tax
Gas/C-Store	~ \$2,200,000	~ 8	1%
Mexican QSR	~ \$1,400,000	~ 11	1%

Estimated Total Revenue: \$3,600,000

Combined Estimated Number of Jobs for the Local Economy:
 ~ 19

Combined Estimated Annual Sales Tax Revenue for the Local Economy:
 ~ \$36,000

FOCUS PROPERTY

W Mariposa St

This site has been a focus for retail recruitment, as it is highway commercial, high traffic, 4.6 acres, and ready for development.

We have been in steady communication with the property owner's broker and have assisted with tenant outreach and tenant interest.

We are now working with an interested tenant.



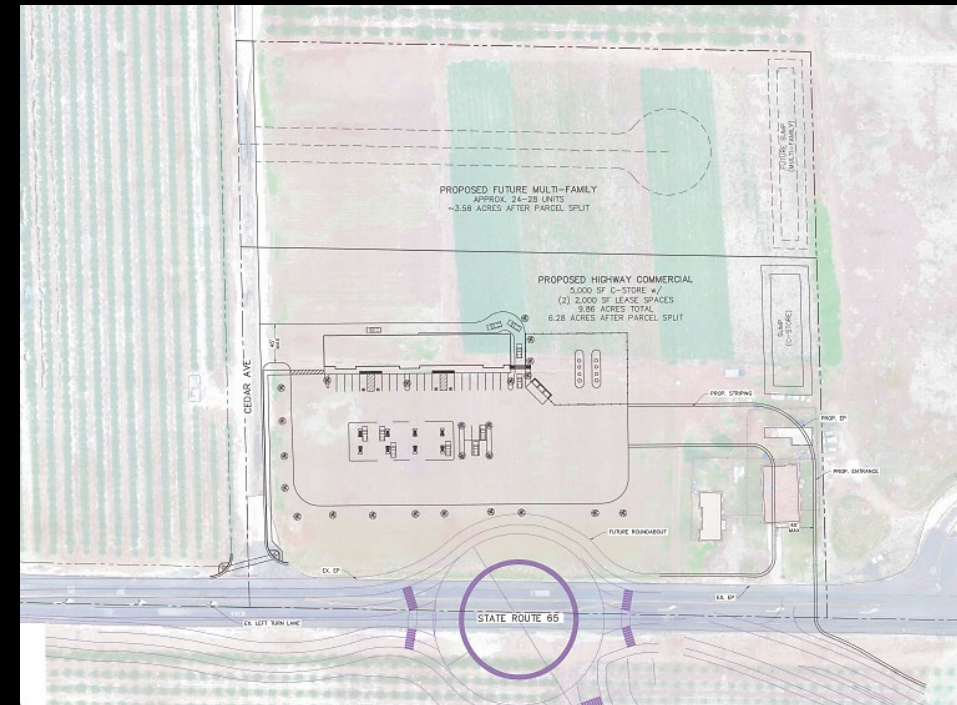
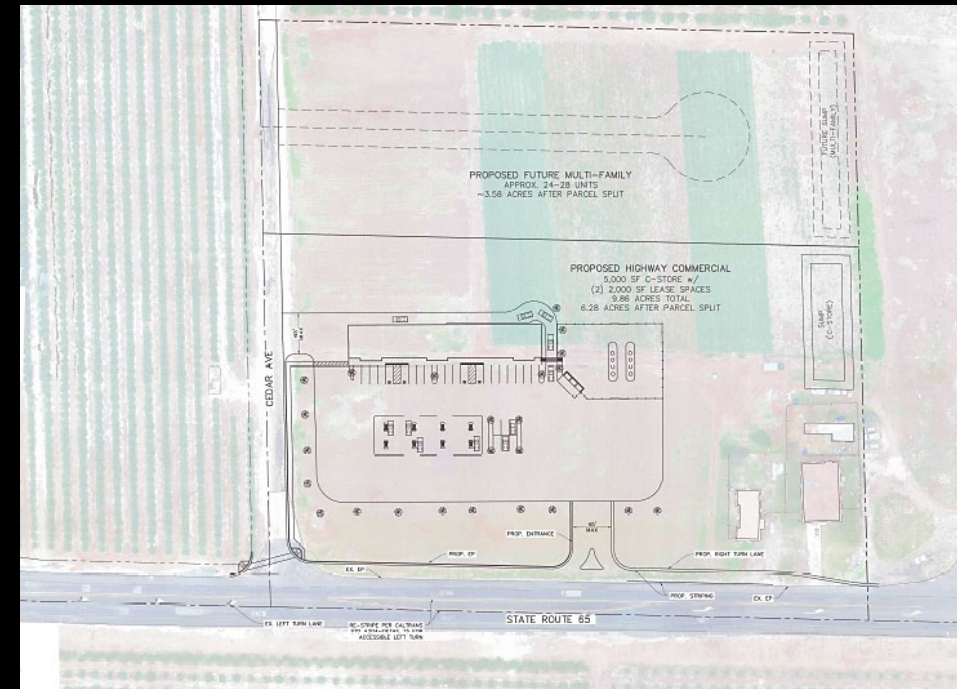
FOCUS PROPERTY

Highway 65 Project

We are in communication with our City points of contact regarding the Highway 65 project.

The drafted siteplan notes commercial space for a c-store and other retail lease spaces.

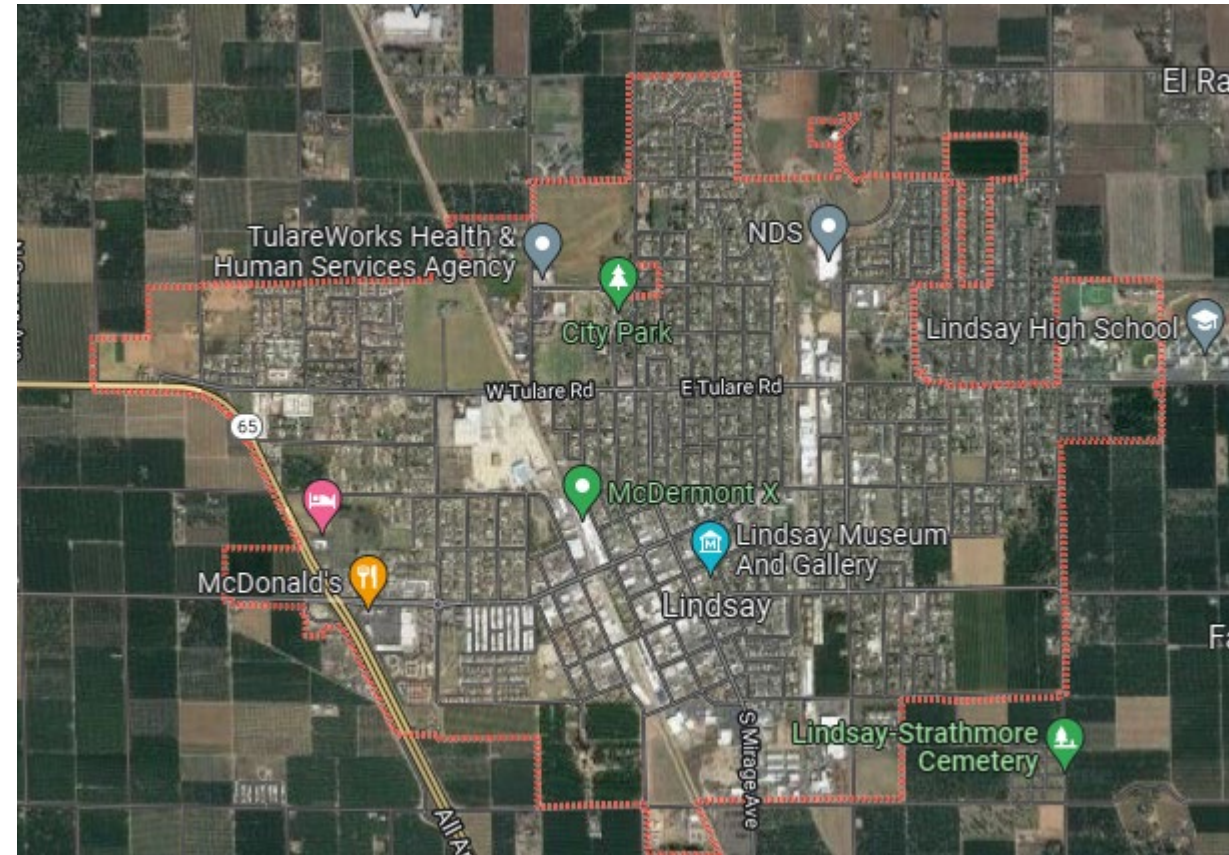
We are conducting outreach to identify interested potential tenants.



Highway Site – Off Market

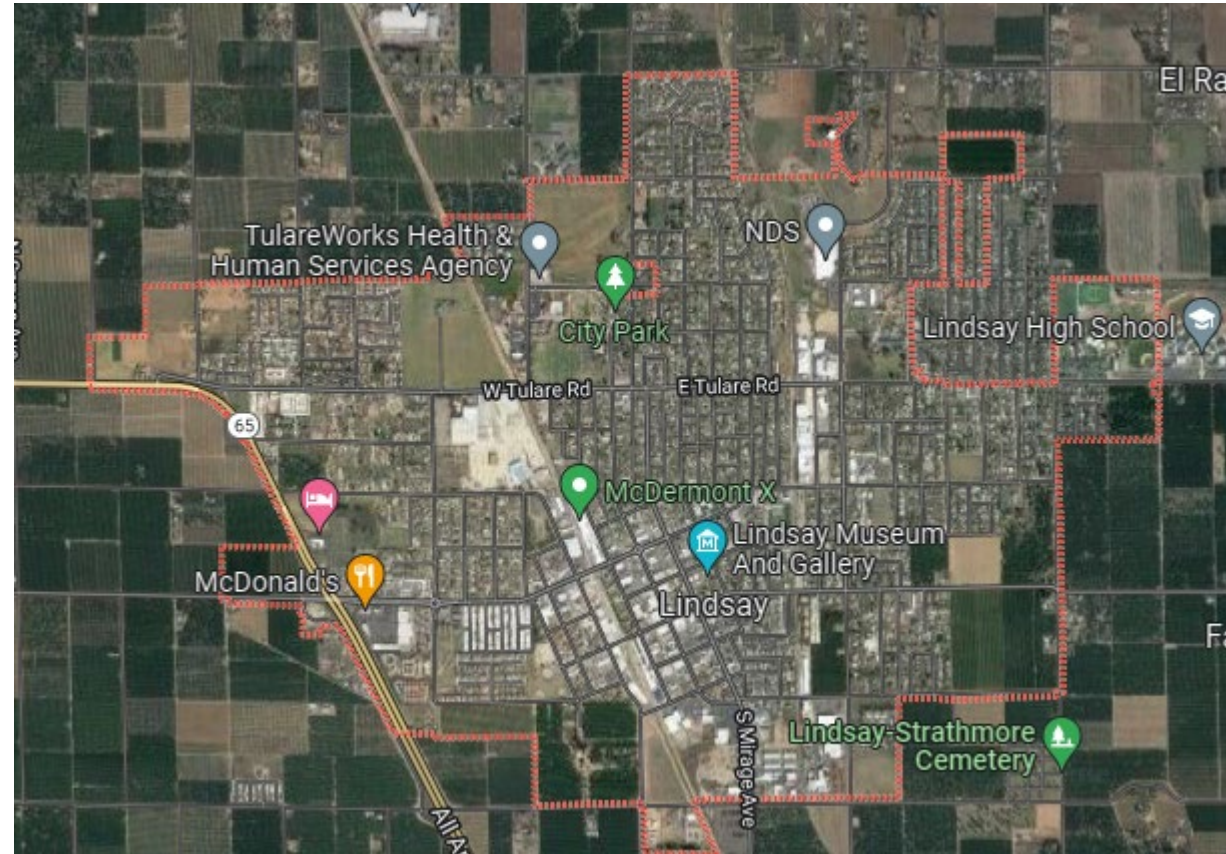
We identified an off market, potential retail development site during our market visit.

We contacted the owner, and the owner is interested in a ground lease deal should there be tenant interest.



Gas Station Sites

We learned that some gas station retailers are interested in existing and outdated gas stations for purchase, and they would be open to explore any opportunity should an owner be willing to sell.

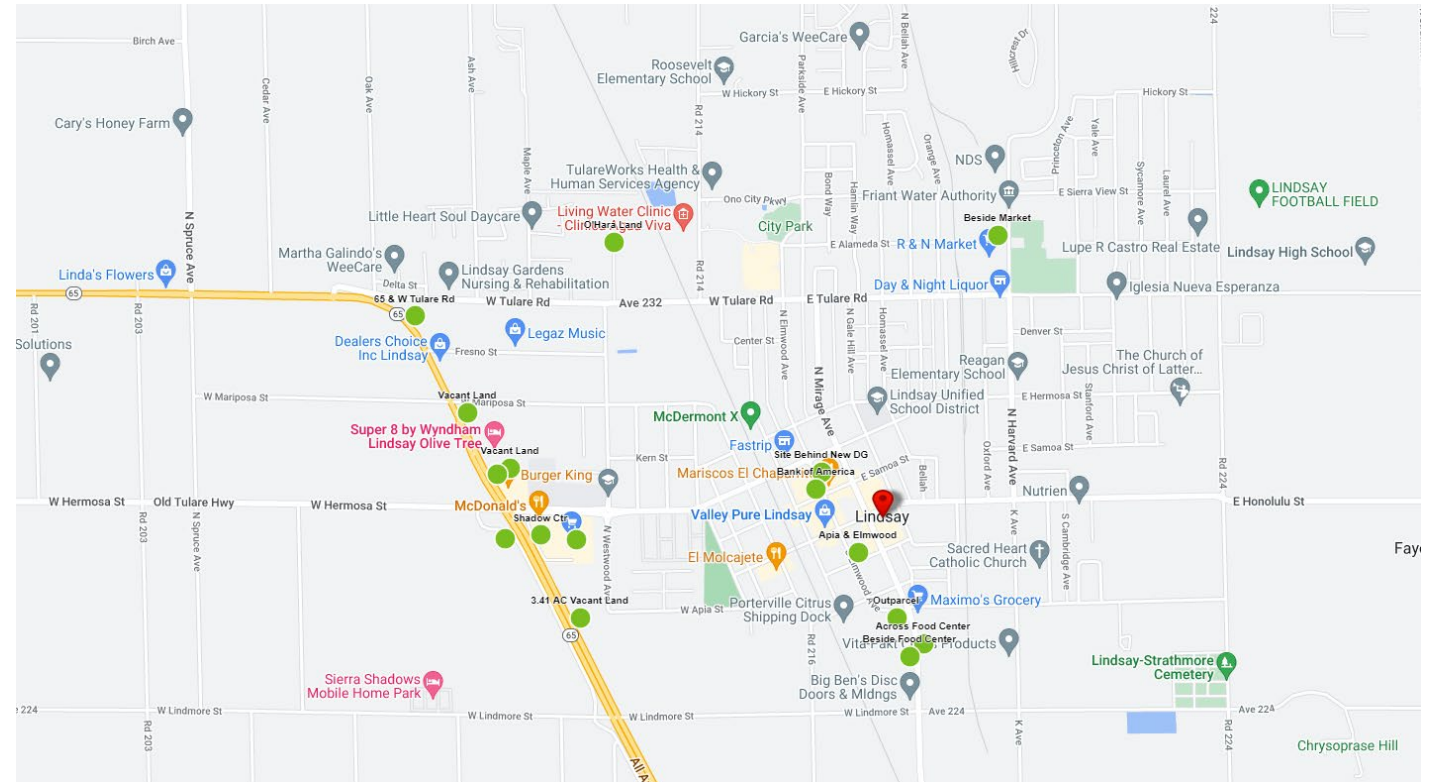


Continued Outreach

We have conducted outreach to over 45 retail prospects ranging from: grocers, coffee, quick serve restaurants, fast casual restaurants, sit-down restaurants, fitness studios, clothing, general merchandise, and more.

Beyond retail, we continue to pay attention to developers stating interest in light manufacturing, and we connect those contacts to the City.

We continue to collaborate and strategize with the Lindsay team to think creatively regarding new-to-market retail.



ICSC



ADVANCE

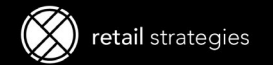
Conference Recruitment

We attend multiple conferences per year to connect with industry decision-makers, recruit retail, and highlight the Lindsay market to retailers, brokers, and developers.

Most recently, we attended ICSC Las Vegas in May.



LACY BEASLEY
President, Retail Strategies



December 2021

Ongoing Effort

Strategy Update

Continuously improving our efforts to maximize the retail potential in your community

Retail Expansion & Trends

Appropriately position your community
Update City leaders on the latest in retail

On Demand Reporting

Your research concierge

retail strategies

Thank You

Lindsay, CA



**LINDSAY CITY COUNCIL
REGULAR MEETING AGENDA
MINUTES**

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

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

Present	Mayor Cerros Mayor Pro Tem Flores Council Member Caudillo Council Member Sanchez Council Member Serna
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3. PLEDGE

Led by Mayor CERROS.

4. APPROVAL OF AGENDA

Motion to Approve Agenda with Item 10.6 Removed							
1 st	2 nd	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
CERROS	CAUDILLO	(5-0)	AYE	AYE	AYE	AYE	AYE

5. PUBLIC COMMENT

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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.

- In person public comment from Esteban Solis Loya Lindsay on behalf of FresnoLand. Mr. Solis Loya commented that he will be documenting on City Council agenda items and provided background on FresnoLand and its goal.
- In person public comment from Brian Thoburn with SoCalEdison. Mr. Thoburn commented that wildfire mitigation is currently underway and is of high priority. Mr. Thoburn thanked the City for its continued support and partnership.

6. COUNCIL REPORT

- Council Member SANCHEZ reported that she attended the City Sign Ordinance Ad-Hoc Committee meeting and hopes to continue her work in said committee.
- Council Member CAUDILLO shared that she attended the Loyalty Car Club BBQ this past weekend and felt it was a good opportunity to meet and see members of the community.
- Mayor CERROS reported that he visited Roosevelt School to meet with 4th grade learners. CERROS also had a demo with GoGov. CERROS attended the City Sign Ordinance Ad-Hoc Committee and had no report out of the meeting. CERROS thanked everyone for their continued support and commitment to Lindsay. CERROS informed that the Beer Festival will be held on June 03, 2023.
- Mayor Pro Tem FLORES thanked everyone for their continued support and commitment to Lindsay.
- Council Member SERNA welcomed all members of the public to the meeting. SERNA informed of the upcoming Salute to Service Run, Swim Lessons, Concert in the Park, Movies in the Park. SERNA informed that May is mental health awareness month and the Lisa Project in Lindsay. SERNA thanked Officer Nave for attending the Lisa Project event and reaching out to those who may need additional resources. SERNA shared information on available mental health and wellness resources.

7. CITY MANAGER REPORT

- CITY MANAGER attended a meeting with Caltrans regarding the HWY 65 realignment project expected to break ground in 2 years, and realignment expected to take place in 2034.
- CITY MANAGER met with architects regarding the Olive Bowl Kaku Park Project.
- CITY MANAGER shared that City of Porterville is withdrawing from TCRTA.
- CITY MANAGER shared that the City held a very successful dog vaccine and licensing event.
- CITY MANAGER shared that Memorial Day Sunset Ceremony will be held on Memorial Day and that the Military Banner Ceremony will be on May 30, 2023, at 6:00 PM.
- CITY MANAGER shared that weed abatement notices have gone out.
- CITY MANAGER shared that Fireworks Booth Applications are now open.
- CITY MANAGER informed that Graffiti cleanup scheduled for mid-June.
- CITY MANAGER informed that there was a turbidity spike in the water, the City is working closely with regulators to ensure reliability and safety of water.
- CITY MANAGER shared that construction projects are underway in the City and that the City has applied for a CleanCA grant for Harvard Park.

8. RECOGNITION ITEMS

8.1 Proclamation in Honor of LGBTQ Pride Month (pp. 5 – 5)

Presented by Mayor Cerros

Presented to Lindsay Unified School District LGBTQ Club Officers

- 8.2 Recognition of National Association of School Resource Officers (NASRO) Award Winner
Adriana Nave

Presented by Chief Rick Carrillo, Director of Public Safety

9. PRESENTATION ITEMS

- 9.1 Lindsay Unified School District Alternative Education Internship Program (pp. 6 – 18)

*Presented by Jackie Escobar, Lindsay Unified School District Work Based Learning
Coordinator*

- 9.2 Recreation Department Summer Events (pp. 19 – 35)

Presented by Armando M. da Silva, Recreation Services Director

10. CONSENT CALENDAR

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

- 10.1 Minutes from May 09, 2023, Regular Meeting (pp. 36 – 40)

- 10.2 Warrant List for May 01, 2023, through May 14, 2023 (pp. 41 – 45)

- 10.3 Consider Minute Order Approval of **Resolution No. 23-15**, A Resolution of the City Council of the City of Lindsay Reaffirming the Existence of a Local Disaster (pp. 46 – 48)

- 10.4 Consider Minute Order Approval of **Resolution No. 23-16**, A Resolution of the City Council of the City of Lindsay Declaring its Intention to Levy for Annual Billings for Mid-Valley Disposal, LLC Solid Waste Refuse Services, and Setting a Public Hearing for June 27, 2023 (pp. 49 – 108)

- 10.5 Consider Minute Order Approval of the Amended City Council Regular Meeting Schedule for June – December 2023 (pp. 109 – 110)

- 10.6 Consider Minute Order Approval of **Special Event Permit (SEP) No. 23-05**, A Request by NDS Inc. for a Company Picnic at Lindsay City Park Located at 850 North Elwood Avenue in Lindsay California 93247 on June 17, 2023 (pp. 111 – 131)

- 10.7 Consider Minute Order Authorization to Release Request for Proposals/Bids (RFP/RFB) for the Downtown Demolition and Cleanup Project for 100 and 122 East Honolulu Street in Lindsay California (APNs 205-236-014, 205-236-013) and Authorization to File a Project Notice of Exemption Pursuant to Section 15302 (b) Class 2 of the California Environmental Quality Act (CEQA) (pp. 132 – 134)

- 10.8 Consider Approval of **Resolution No. 23-17**, A Resolution of the City Council of the City of Lindsay Authorizing the First Amendment to Cooperative Agreement No. 30927 By and

Between the County of Tulare and the City of Lindsay for the 2023 Road Repair and Accountability Act (RRAA) Project 2 to Amend the Scope of Work for the Lindmore Street Rehabilitation Project and Granting City Manager Authorization to Execute Any Documents Thereto (pp. 135 – 159)

10.9 Consider Minute Order Approval of Sole Source Provider Designation to Axon Enterprise, Inc. in Accordance with the City of Lindsay Procurement Policy and Pursuant to California Government Code §10300-10334 and Authorize Expenditures for Public Safety Body Cameras, Tasers and all of their Associated Software Services Thereto (pp. 160 – 170)

- Item 10.9 pulled for discussion. CHIEF briefed the City Council on the scope of the request. City Council directed Staff to table this item to a future meeting with an alternative funding source.

Motion to Approve Consent Calendar with Item 10.6 Removed and Item 10.9 Tabled to Next Meeting							
1 st	2 nd	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
CERROS	CAUDILLO	(5-0)	AYE	AYE	AYE	AYE	AYE

11. ACTION ITEMS

11.1 Consider Approval of City of Lindsay Newsletter Project and Expenses Incurred Thereto (pp. 171 – 172)

Presented by Armando M. da Silva, Recreation Services Director

Motion to Approve Item 11.1 as a One Time Fall Issue							
1 st	2 nd	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
SANCHEZ	CERROS	(4-0)	AYE	AYE	ABSTAIN	AYE	AYE

11.2 Consider the Approval of Modifications to the City of Lindsay Water Conservation Plan and Grant Authorization to Transition to Phase III – Strict Enforcement (pp. 173 – 193)

Presented by Neyba Amezcua, Director of City Services & Planning

Motion to Approve Item 11.2							
1 st	2 nd	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
CERROS	FLORES	(5-0)	AYE	AYE	AYE	AYE	AYE

11.3 City of Lindsay Safe & Reliable Water Feasibility Studies and Information (pp. 194 – 287)

A. Consider the Approval of the City of Lindsay Well 11 Feasibility Study (pp. 194 – 230)

Motion to Approve Item 11.3A							
1 st	2 nd	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
CERROS	SANCHEZ	(5-0)	AYE	AYE	AYE	AYE	AYE

B. Consider the Approval of the City of Lindsay Water Feasibility Study (pp. 231 – 283)

Motion to Approve Item 11.3B							
1 st	2 nd	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
CERROS	FLORES	(5-0)	AYE	AYE	AYE	AYE	AYE

C. Consider the Approval of Formation of a City Water Ad-Hoc Committee and Application (pp. 284 – 287)

Presented by Neyba Amezcua, Director of City Services & Planning and Joseph M. Tanner, City Manager

Motion to Approve Item 11.3C							
1 st	2 nd	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
CERROS	CAUDILLO	(5-0)	AYE	AYE	AYE	AYE	AYE

12. PUBLIC HEARINGS

12.1 First Reading of **Ordinance No. 610**, An Ordinance of the City of Lindsay Enacting Section 02.24.030 Use of Military Equipment, Amending Section Twenty-Four (24) Training of Law Enforcement Officers of Title Two (2) Administration and Personnel of the Lindsay Municipal Code and Authorization to Waive Full Reading of Said Ordinance and Authorize Reading by Title Only, and Adoption of Military Equipment Policy (pp. 288 – 298)

Presented by Nicholas Nave, Public Safety Lieutenant

- Mayor opened public hearing at 8:23 PM.
- Receiving no public comment, Mayor closed public hearing at 8:24 PM

Motion to Approve Item 12.1							
1 st	2 nd	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ

CAUDILLO	SANCHEZ	(5-0)	AYE	AYE	AYE	AYE	AYE
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13. REQUEST FOR FUTURE ITEMS

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Future Item Regarding a City Financial Update				
SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
AYE	AYE	AYE	AYE	AYE

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- Meeting adjourned at 8:49 PM.

Check#	Fund	Date	Vendor #	Vendor Name	Description	Amount
22337						(\$9,000.00)
	556 - VITA-PAKT	10/28/22	6960	PONY-UP FONTANA	VITAPAKT LEASE PMT	(9,000.00)
23593						(\$20,190.50)
	305 - EMERGENCY OPERATIONS	05/12/23	3313	SERVICEMASTER BY BE	ROOF INSPECTION	(395.00)
	305 - EMERGENCY OPERATIONS	05/12/23	3313	SERVICEMASTER BY BE	WATER MITIGATION	(19,795.50)
23615						\$33,500.00
	101 - GENERAL FUND	05/16/23	7066	ROSIE DEE THOMPSON	RETURN- UNCLAIMED PROPERTY	33,500.00
23616						\$511.56
	101 - GENERAL FUND	05/17/23	4660	CITY OF LINDSAY	DED:052 WELLNESS	25.84
	101 - GENERAL FUND	05/17/23	4660	CITY OF LINDSAY	DED:L203 CDBG LOAN	485.72
23617						\$106.60
	101 - GENERAL FUND	05/17/23	3192	SEIU LOCAL 521	DED:DUES UNION DUES	106.60
23618						\$7,949.28
	101 - GENERAL FUND	05/17/23	6452	GREAT-WEST TRUST	DED:0500 DEF COMP	2,775.54
	101 - GENERAL FUND	05/17/23	6452	GREAT-WEST TRUST	DED:0555 DC LOANPAY	1,402.57
	101 - GENERAL FUND	05/17/23	6452	GREAT-WEST TRUST	DED:151 DEFERCOMP	3,235.63
	101 - GENERAL FUND	05/17/23	6452	GREAT-WEST TRUST	DED:ROTH ROTH	535.54
23619						\$41.58
	101 - GENERAL FUND	05/17/23	2325	LINDSAY PUBLIC SAFE	DED:LPOA LPOA DUES	41.58
23620						\$94.59
	101 - GENERAL FUND	05/17/23	6246	MCDERMONT VENTURE I	DED:051 MCDERMONT	94.59
23621						\$370.48
	101 - GENERAL FUND	05/17/23	1498	STATE OF CALIF FRAN	DED:0511 FTB - DEBT	370.48
23622						\$468.47
	101 - GENERAL FUND	05/17/23	1955	TEAMSTERS LOCAL 856	DED:0508 TEAMSTERS	468.47
23623						\$286,704.30
	600 - CAPITAL IMPROVEMENT	05/24/23	5344	99 PIPE LINE INC.	BILL #2 LAFAYETTE WATER	286,704.30
23624						\$88,500.00
	600 - CAPITAL IMPROVEMENT	05/24/23	7071	A PLUS ROOFING COMP	RE-ROOF & CARPORT	88,500.00
23625						\$615.68
	101 - GENERAL FUND	05/24/23	2873	ADVANTAGE ANSWERING	5/1/23-5/31/23	615.68
23626						\$1,737.00
	101 - GENERAL FUND	05/24/23	6504	ADVENTIST HEALTH TO	APRIL TOXICOLOGY SERVICES	1,737.00
23627						\$6,732.00
	101 - GENERAL FUND	05/24/23	7073	AMERICAN AED	EXTERNAL DEFIBRILLATOR	6,732.00
23628						\$956.24
	101 - GENERAL FUND	05/24/23	6600	AMERICAN HERITAGE L	JUNE ACCIDENT PLAN	956.24
23629						\$179.00
	101 - GENERAL FUND	05/24/23	7077	ANDRES VEGA	ARBOR DEPOSIT REFUND	100.00
	101 - GENERAL FUND	05/24/23	7077	ANDRES VEGA	EVENT CANCELLED	79.00
23630						\$49,209.52
	552 - WATER	05/24/23	6630	AQUA-METRIC SALES,	2"&3" WATER METERS	49,209.52
23631						\$95.00
	101 - GENERAL FUND	05/24/23	5901	WORLD OIL ENVIRONME	USED OIL SVC CHARGE	95.00
23632						\$281.68
	101 - GENERAL FUND	05/24/23	3428	AT&T MOBILITY	H.R. 287297286867 M	40.24
	101 - GENERAL FUND	05/24/23	3428	AT&T MOBILITY	C.M. 287297286867 M	40.24
	101 - GENERAL FUND	05/24/23	3428	AT&T MOBILITY	F.D. 287297286867 M	40.24
	101 - GENERAL FUND	05/24/23	3428	AT&T MOBILITY	P.S. 287297286867 M	80.48
	101 - GENERAL FUND	05/24/23	3428	AT&T MOBILITY	C.S. 287297286867 M	40.24
	400 - WELLNESS CENTER	05/24/23	3428	AT&T MOBILITY	W.C. 287297286867 M	40.24

23633						\$616.77
101 - GENERAL FUND	05/24/23	5457	AUTO ZONE COMMERCIA	BUCKET W/HANDLE&TOW		71.71
101 - GENERAL FUND	05/24/23	5457	AUTO ZONE COMMERCIA	GEAR OIL,BRAKE CLEA		41.51
101 - GENERAL FUND	05/24/23	5457	AUTO ZONE COMMERCIA	C.S.-FINGERLESS GLO		25.15
101 - GENERAL FUND	05/24/23	5457	AUTO ZONE COMMERCIA	HYDRAULIC OIL,ANTIF		47.00
101 - GENERAL FUND	05/24/23	5457	AUTO ZONE COMMERCIA	CHIPPER-BATTERIES		120.53
101 - GENERAL FUND	05/24/23	5457	AUTO ZONE COMMERCIA	HYDRAULIC OIL,ANTIF		47.01
101 - GENERAL FUND	05/24/23	5457	AUTO ZONE COMMERCIA	LAWNMOWER MOTOR OIL		26.89
101 - GENERAL FUND	05/24/23	5457	AUTO ZONE COMMERCIA	MOWER-LIQUID SEAL		14.53
101 - GENERAL FUND	05/24/23	5457	AUTO ZONE COMMERCIA	SPORT BLADE SUNGLAS		5.38
101 - GENERAL FUND	05/24/23	5457	AUTO ZONE COMMERCIA	TACTICAL STARTER KI		84.69
101 - GENERAL FUND	05/24/23	5457	AUTO ZONE COMMERCIA	TRUCK #18-MOTOR OIL		39.98
101 - GENERAL FUND	05/24/23	5457	AUTO ZONE COMMERCIA	TRUCK#77 MOTOR OIL		51.31
552 - WATER	05/24/23	5457	AUTO ZONE COMMERCIA	DURALAST BATTERY		121.61
552 - WATER	05/24/23	5457	AUTO ZONE COMMERCIA	FUEL LINE, HOSE CLA		16.39
552 - WATER	05/24/23	5457	AUTO ZONE COMMERCIA	RETURNED BATTERY		(121.61)
553 - SEWER	05/24/23	5457	AUTO ZONE COMMERCIA	TRUCK#46-BATTERIES		24.69
23634						\$5,515.52
101 - GENERAL FUND	05/24/23	5381	AWAKE SKATE SHOP	COUNCIL POLOS&JACKET		358.25
101 - GENERAL FUND	05/24/23	5381	AWAKE SKATE SHOP	DOUBLE SIDED BANNER		5,033.62
101 - GENERAL FUND	05/24/23	5381	AWAKE SKATE SHOP	C.S.POLOS W/EMBROID		123.65
23635						\$187.98
101 - GENERAL FUND	05/24/23	2967	BECKY MESEDAHL	REIMBURSMENT-KEY		37.98
101 - GENERAL FUND	05/24/23	2967	BECKY MESEDAHL	MEAL STIPEND		150.00
23636						\$1,800.00
552 - WATER	05/24/23	051	BSK	BACTI-DRINKING WATER		1,306.25
556 - VITA-PAKT	05/24/23	051	BSK	VITA PAKT-WASTE WATER		493.75
23637						\$276.00
101 - GENERAL FUND	05/24/23	5013	BUZZ KILL PEST CONT	157 N MIRAGE #CL157		33.00
101 - GENERAL FUND	05/24/23	5013	BUZZ KILL PEST CONT	911 N PARKSIDE #CL9		27.00
101 - GENERAL FUND	05/24/23	5013	BUZZ KILL PEST CONT	174 SWEET BRIER CL1		34.00
101 - GENERAL FUND	05/24/23	5013	BUZZ KILL PEST CONT	801 ELMWOOD #CL801		25.00
552 - WATER	05/24/23	5013	BUZZ KILL PEST CONT	729 W. HONOLULU CL7		28.00
553 - SEWER	05/24/23	5013	BUZZ KILL PEST CONT	23611 RD 196 #CL236		33.00
886 - SAMOA	05/24/23	5013	BUZZ KILL PEST CONT	SAMOA #CLSAMOA		43.00
887 - SWEETBRIER TOWNHOUSES	05/24/23	5013	BUZZ KILL PEST CONT	HERMOSA TOWN HOMES		53.00
23638						\$1,372.16
101 - GENERAL FUND	05/24/23	5976	CAL APPAREL	VFC- SHIRTS		1,372.16
23639						\$276.59
101 - GENERAL FUND	05/24/23	3056	CALIFORNIA TURF EQU	EXMARK BLADE,MARK		141.67
101 - GENERAL FUND	05/24/23	3056	CALIFORNIA TURF EQU	LID,DRUM,SPRING,GOL		134.92
23640						\$465.47
101 - GENERAL FUND	05/24/23	3271	CASCADE FIRE EQUIPM	VFC-FIRE GLOVES&BOO		465.47
23641						\$4,608.00
101 - GENERAL FUND	05/24/23	075	CSJVRMA	2022 PROPERTY APPRAISEL		4,608.00
23642						\$1,086.60
101 - GENERAL FUND	05/24/23	076	CENTRAL VALLEY BUSI	BLDG CORRECT NOTICE		210.64
101 - GENERAL FUND	05/24/23	076	CENTRAL VALLEY BUSI	BUILDING PERMIT		769.66
400 - WELLNESS CENTER	05/24/23	076	CENTRAL VALLEY BUSI	BUSINESS CARDS-ARMA		106.30
23643						\$332.92
400 - WELLNESS CENTER	05/24/23	6500	CHARTER COMMUNICATI	MAY W.C. INTERNET		332.92
23646						\$1,855.81
101 - GENERAL FUND	05/24/23	5832	CINTAS CORPORATION	4/12/23 SEAT COVERS		17.07
101 - GENERAL FUND	05/24/23	5832	CINTAS CORPORATION	4/12/23 UNIFORMS		33.62
101 - GENERAL FUND	05/24/23	5832	CINTAS CORPORATION	4/19/23 SANITARY SU		16.96
101 - GENERAL FUND	05/24/23	5832	CINTAS CORPORATION	4/19/23 UNIFORMS		29.10
101 - GENERAL FUND	05/24/23	5832	CINTAS CORPORATION	4/26/23 SANITARY SU		10.76
101 - GENERAL FUND	05/24/23	5832	CINTAS CORPORATION	4/26/23 UNIFORMS		86.91
101 - GENERAL FUND	05/24/23	5832	CINTAS CORPORATION	4/5/23 SANITARY SUP		17.07
101 - GENERAL FUND	05/24/23	5832	CINTAS CORPORATION	4/12/23 SANIS SCREE		17.07
101 - GENERAL FUND	05/24/23	5832	CINTAS CORPORATION	4/12/23 UNIFORMS		33.62
101 - GENERAL FUND	05/24/23	5832	CINTAS CORPORATION	4/19/23 SANITARY SU		16.96
101 - GENERAL FUND	05/24/23	5832	CINTAS CORPORATION	4/19/23 UNIFORMS		29.10
101 - GENERAL FUND	05/24/23	5832	CINTAS CORPORATION	4/26/23 SANITARY SU		10.75
101 - GENERAL FUND	05/24/23	5832	CINTAS CORPORATION	4/26/23 UNIFORMS		86.91
101 - GENERAL FUND	05/24/23	5832	CINTAS CORPORATION	4/5/23 SANITARY SUP		17.07

101 - GENERAL FUND	05/24/23	5832	CINTAS CORPORATION	4/12 ZFOLD RFL PAPE	17.07
101 - GENERAL FUND	05/24/23	5832	CINTAS CORPORATION	4/12/23 UNIFORMS	33.61
101 - GENERAL FUND	05/24/23	5832	CINTAS CORPORATION	4/19/23 SANITARY SU	16.96
101 - GENERAL FUND	05/24/23	5832	CINTAS CORPORATION	4/19/23 UNIFORMS	29.11
101 - GENERAL FUND	05/24/23	5832	CINTAS CORPORATION	4/26/23 SANITARY SU	10.75
101 - GENERAL FUND	05/24/23	5832	CINTAS CORPORATION	4/26/23 UNIFORMS	86.91
101 - GENERAL FUND	05/24/23	5832	CINTAS CORPORATION	4/5/23 SANITARY SUP	17.07
101 - GENERAL FUND	05/24/23	5832	CINTAS CORPORATION	ASHLEE'S BOOTS	186.94
305 - EMERGENCY OPERATIONS	05/24/23	5832	CINTAS CORPORATION	SIG ZFOLD RFL PAPER	67.44
400 - WELLNESS CENTER	05/24/23	5832	CINTAS CORPORATION	W.C. DISINFECT/CLEAN	121.08
552 - WATER	05/24/23	5832	CINTAS CORPORATION	4/12 ZFOLD RFL PAPE	17.06
552 - WATER	05/24/23	5832	CINTAS CORPORATION	4/12/23 UNIFORMS	33.61
552 - WATER	05/24/23	5832	CINTAS CORPORATION	4/19/23 SANITARY SU	16.95
552 - WATER	05/24/23	5832	CINTAS CORPORATION	4/19/23 UNIFORMS	29.11
552 - WATER	05/24/23	5832	CINTAS CORPORATION	4/26/23 SANITARY SU	10.75
552 - WATER	05/24/23	5832	CINTAS CORPORATION	4/26/23 UNIFORMS	86.92
552 - WATER	05/24/23	5832	CINTAS CORPORATION	4/5/23 SANITARY SUP	17.07
553 - SEWER	05/24/23	5832	CINTAS CORPORATION	4/12/23 SCRAPER MAT	17.07
553 - SEWER	05/24/23	5832	CINTAS CORPORATION	4/12/23 UNIFORMS	33.61
553 - SEWER	05/24/23	5832	CINTAS CORPORATION	4/19/23 SANITARY SU	16.95
553 - SEWER	05/24/23	5832	CINTAS CORPORATION	4/19/23 UNIFORMS	29.11
553 - SEWER	05/24/23	5832	CINTAS CORPORATION	4/26/23 SANITARY SU	10.76
553 - SEWER	05/24/23	5832	CINTAS CORPORATION	4/26/23 UNIFORMS	86.92
553 - SEWER	05/24/23	5832	CINTAS CORPORATION	4/5/23 SANITARY SUP	17.07
554 - REFUSE	05/24/23	5832	CINTAS CORPORATION	4/12/23 GRAY MAT	17.07
554 - REFUSE	05/24/23	5832	CINTAS CORPORATION	4/12/23 UNIFORMS	33.61
554 - REFUSE	05/24/23	5832	CINTAS CORPORATION	4/19/23 SANITARY SU	16.95
554 - REFUSE	05/24/23	5832	CINTAS CORPORATION	4/19/23 UNIFORMS	29.11
554 - REFUSE	05/24/23	5832	CINTAS CORPORATION	4/26/23 SANITARY SU	10.75
554 - REFUSE	05/24/23	5832	CINTAS CORPORATION	4/26/23 UNIFORMS	86.92
554 - REFUSE	05/24/23	5832	CINTAS CORPORATION	4/5/23 SANITARY SUP	17.07
556 - VITA-PAKT	05/24/23	5832	CINTAS CORPORATION	4/12/23 GRAY MAT	17.07
556 - VITA-PAKT	05/24/23	5832	CINTAS CORPORATION	4/12/23 UNIFORMS	33.61
556 - VITA-PAKT	05/24/23	5832	CINTAS CORPORATION	4/19/23 SANITARY SU	16.95
556 - VITA-PAKT	05/24/23	5832	CINTAS CORPORATION	4/19/23 UNIFORMS	29.10
556 - VITA-PAKT	05/24/23	5832	CINTAS CORPORATION	4/26/23 SANITARY SU	10.75
556 - VITA-PAKT	05/24/23	5832	CINTAS CORPORATION	4/26/23 UNIFORMS	86.92
556 - VITA-PAKT	05/24/23	5832	CINTAS CORPORATION	4/5/23 SANITARY SUP	17.06
23647					\$459.00
101 - GENERAL FUND	05/24/23	279	CITY OF PORTERVILLE	APRIL ANIMAL SERVICE	459.00
23648					\$389.61
101 - GENERAL FUND	05/24/23	6672	COLBY'S TIRE,TOWING	LIC#1400762 BATTERY	241.45
101 - GENERAL FUND	05/24/23	6672	COLBY'S TIRE,TOWING	LANDSCAPE MOWER-TIR	148.16
23649					\$5,427.50
600 - CAPITAL IMPROVEMENT	05/24/23	091	CONSOLIDATED TESTIN	LAFAYETTE & SYCAMORE	5,427.50
23650					\$970.00
552 - WATER	05/24/23	6634	CORRPRO COMPANIES,	INSPECT SERVICE TAN	970.00
23651					\$185.00
400 - WELLNESS CENTER	05/24/23	5740	CPRS	CPRS MBRSHP-ARMANDO	185.00
23652					\$275.00
400 - WELLNESS CENTER	05/24/23	7072	CPRS DISTRICT 7	REC&LIFEGUARD TRAINING	275.00
23653					\$936.68
101 - GENERAL FUND	05/24/23	102	CULLIGAN	#154799-LATE FEE	2.54
101 - GENERAL FUND	05/24/23	102	CULLIGAN	#154807-LATE FEE	2.05
101 - GENERAL FUND	05/24/23	102	CULLIGAN	#154815-LATE FEE	0.51
101 - GENERAL FUND	05/24/23	102	CULLIGAN	#3301-LATE FEE	0.81
101 - GENERAL FUND	05/24/23	102	CULLIGAN	156018-LATE FEE	0.56
101 - GENERAL FUND	05/24/23	102	CULLIGAN	55962-LATE FEE	1.01
101 - GENERAL FUND	05/24/23	102	CULLIGAN	P.S. 185 N GALE HIL	478.20
101 - GENERAL FUND	05/24/23	102	CULLIGAN	150 N MIRAGE	16.75
552 - WATER	05/24/23	102	CULLIGAN	18829 AVE 240	69.75
552 - WATER	05/24/23	102	CULLIGAN	18869 AVE 240	124.00
552 - WATER	05/24/23	102	CULLIGAN	18899 AVE 240	155.00
552 - WATER	05/24/23	102	CULLIGAN	23965 RD 188	38.75
553 - SEWER	05/24/23	102	CULLIGAN	23611 RD 196	46.75

23654						\$929.00
	101 - GENERAL FUND	05/24/23	316	DEPT OF JUSTICE	MARCH LIVE SCANS	164.00
	101 - GENERAL FUND	05/24/23	316	DEPT OF JUSTICE	APRIL BLOOD ANALYSI	70.00
	101 - GENERAL FUND	05/24/23	316	DEPT OF JUSTICE	MARCH LIVE SCANS	695.00
23655						\$625.98
	261 - GAS TAX FUND	05/24/23	113	DEPT OF TRANSPORTAT	JAN-MARCH SIGNAL LIGHTS	625.98
23656						\$31.10
	781 - CAL HOME RLF	05/24/23	2540	DEPT.OF HOUSING & C	5/15/23CALHOME TO HCD	31.10
23657						\$979.44
	700 - CDBG REVOLVING LN FUND	05/24/23	2540	DEPT.OF HOUSING & C	5/15/23 CDBG TO HCD	979.44
23658						\$5,230.87
	553 - SEWER	05/24/23	5978	DOMINO SOLAR LTD	4/1/23-4/30/23	5,230.87
23659						\$888.14
	261 - GAS TAX FUND	05/24/23	119	DOUG DELEO WELDING	ASSEMBLE BOLLARD LI	669.39
	553 - SEWER	05/24/23	119	DOUG DELEO WELDING	WW-BOLT FLANGE BEAR	199.61
	553 - SEWER	05/24/23	119	DOUG DELEO WELDING	WW-WASHERS & SCREWS	19.14
23660						\$7,377.77
	101 - GENERAL FUND	05/24/23	5803	EMD NETWORKING SERV	ELECTRONIC RECYCLED	75.00
	101 - GENERAL FUND	05/24/23	5803	EMD NETWORKING SERV	EXTERNAL HARD DRIVE	154.07
	101 - GENERAL FUND	05/24/23	5803	EMD NETWORKING SERV	MONITOR STAND,CABLE	131.33
	101 - GENERAL FUND	05/24/23	5803	EMD NETWORKING SERV	C.S.- 2 PC'S	648.88
	101 - GENERAL FUND	05/24/23	5803	EMD NETWORKING SERV	PC FOR MARSHALL	244.84
	101 - GENERAL FUND	05/24/23	5803	EMD NETWORKING SERV	C.S.- 2 PC'S	648.90
	101 - GENERAL FUND	05/24/23	5803	EMD NETWORKING SERV	PC FOR MARSHALL	244.84
	101 - GENERAL FUND	05/24/23	5803	EMD NETWORKING SERV	C.S.- 2 PC'S	648.90
	101 - GENERAL FUND	05/24/23	5803	EMD NETWORKING SERV	PC FOR MARSHALL	244.84
	261 - GAS TAX FUND	05/24/23	5803	EMD NETWORKING SERV	C.S.- 2 PC'S	648.90
	261 - GAS TAX FUND	05/24/23	5803	EMD NETWORKING SERV	PC FOR MARSHALL	244.84
	400 - WELLNESS CENTER	05/24/23	5803	EMD NETWORKING SERV	ADOBE ACROBAT PRO	731.29
	400 - WELLNESS CENTER	05/24/23	5803	EMD NETWORKING SERV	WORKSTATION INSTALL	29.92
	552 - WATER	05/24/23	5803	EMD NETWORKING SERV	C.S.- 2 PC'S	648.90
	552 - WATER	05/24/23	5803	EMD NETWORKING SERV	PC FOR MARSHALL	244.84
	553 - SEWER	05/24/23	5803	EMD NETWORKING SERV	C.S.- 2 PC'S	648.90
	553 - SEWER	05/24/23	5803	EMD NETWORKING SERV	PC FOR MARSHALL	244.84
	554 - REFUSE	05/24/23	5803	EMD NETWORKING SERV	C.S.- 2 PC'S	648.90
	554 - REFUSE	05/24/23	5803	EMD NETWORKING SERV	PC FOR MARSHALL	244.84
23661						\$59.52
	101 - GENERAL FUND	05/24/23	1450	FRESNO OXYGEN & WEL	D,E,SML MED CYLINDE	59.52
23662						\$2,491.94
	552 - WATER	05/24/23	137	FRIANT WATER AUTHOR	FKC ROUTINE OM&R CO	2,097.00
	552 - WATER	05/24/23	137	FRIANT WATER AUTHOR	WY23&WY22 ADJUSTMEN	394.94
23663						\$1,319.26
	101 - GENERAL FUND	05/24/23	6010	FRONTIER COMMUNICAT	209-151-2650	21.52
	101 - GENERAL FUND	05/24/23	6010	FRONTIER COMMUNICAT	209-151-2652	43.04
	101 - GENERAL FUND	05/24/23	6010	FRONTIER COMMUNICAT	209-151-2656	43.04
	101 - GENERAL FUND	05/24/23	6010	FRONTIER COMMUNICAT	209-151-2662	56.91
	101 - GENERAL FUND	05/24/23	6010	FRONTIER COMMUNICAT	562-2512	175.35
	101 - GENERAL FUND	05/24/23	6010	FRONTIER COMMUNICAT	209-151-2650	21.52
	101 - GENERAL FUND	05/24/23	6010	FRONTIER COMMUNICAT	209-042-9309	1.99
	552 - WATER	05/24/23	6010	FRONTIER COMMUNICAT	209-151-2650	21.52
	552 - WATER	05/24/23	6010	FRONTIER COMMUNICAT	562-1552	125.80
	552 - WATER	05/24/23	6010	FRONTIER COMMUNICAT	562-7131	153.38
	553 - SEWER	05/24/23	6010	FRONTIER COMMUNICAT	209-150-2936	78.33
	553 - SEWER	05/24/23	6010	FRONTIER COMMUNICAT	209-150-3621	111.33
	553 - SEWER	05/24/23	6010	FRONTIER COMMUNICAT	209-151-2650	21.52
	553 - SEWER	05/24/23	6010	FRONTIER COMMUNICAT	209-151-2654	43.04
	553 - SEWER	05/24/23	6010	FRONTIER COMMUNICAT	209-151-2655	43.04
	553 - SEWER	05/24/23	6010	FRONTIER COMMUNICAT	562-7132	357.93
23664						\$598.27
	101 - GENERAL FUND	05/24/23	1925	FRUIT GROWERS SUPPL	LANDSCAPE-MARK-IT R	54.84
	553 - SEWER	05/24/23	1925	FRUIT GROWERS SUPPL	WEED WHACKER&SPRAYE	141.42
	553 - SEWER	05/24/23	1925	FRUIT GROWERS SUPPL	WEED WHACKER&SPRAYE	117.23
	553 - SEWER	05/24/23	1925	FRUIT GROWERS SUPPL	WW-PEST HERBICIDE	284.78

23665						\$1,410.00
	101 - GENERAL FUND	05/24/23	6781	GARCIA WELDING & FA	BACK HOSE SCRAPER	170.00
	101 - GENERAL FUND	05/24/23	6781	GARCIA WELDING & FA	BATHROOM DOOR AT PA	900.00
	552 - WATER	05/24/23	6781	GARCIA WELDING & FA	BACK HOSE SCRAPER	170.00
	553 - SEWER	05/24/23	6781	GARCIA WELDING & FA	BACK HOSE SCRAPER	170.00
23666						\$24.48
	101 - GENERAL FUND	05/24/23	151	GRAINGER INC	INPECT RECORD LABEL	9.51
	101 - GENERAL FUND	05/24/23	151	GRAINGER INC	AIR FRESHENER	14.97
23667						\$800.00
	101 - GENERAL FUND	05/24/23	7075	HART JAMES L.	WATER EFFICIENCY PROGRAM	800.00
23668						\$150.00
	101 - GENERAL FUND	05/24/23	7069	HILDA GOMEZ	MEAL STIPEND	150.00
23669						\$1,123.07
	305 - EMERGENCY OPERATIONS	05/24/23	1391	HOME DEPOT	RYOBI GPW HONDA	1,123.07
23670						\$100.00
	101 - GENERAL FUND	05/24/23	6654	JAIME CENTENO	ARBOR DEPOSIT REFUND	100.00
23671						\$100.00
	101 - GENERAL FUND	05/24/23	7070	JUANITA GARCIA	ARBOR DEPOSIT REFUND	100.00
23672						\$100.00
	400 - WELLNESS CENTER	05/24/23	3886	KAREN THOMPSON	LIFE GUARD RENEWAL	100.00
23673						\$70,753.38
	101 - GENERAL FUND	05/24/23	6100	KEENAN & ASSOCIATES	JUNE PPO 250 RETIRE	2,892.93
	101 - GENERAL FUND	05/24/23	6100	KEENAN & ASSOCIATES	JUNE PPO 250 ACTIVE	60,124.74
	101 - GENERAL FUND	05/24/23	6100	KEENAN & ASSOCIATES	JUNE PPO 500 ACTIVE	7,735.71
23674						\$1,215.28
	101 - GENERAL FUND	05/24/23	2471	L.N. CURTIS & SONS	VFC-PHANTOM PACK	1,215.28
23675						\$267.00
	101 - GENERAL FUND	05/24/23	5424	LINDSAY VETERINARY	4/25,4/27,5/2 SERVI	135.00
	101 - GENERAL FUND	05/24/23	5424	LINDSAY VETERINARY	4/25/23 ANIMAL SERV	107.00
	101 - GENERAL FUND	05/24/23	5424	LINDSAY VETERINARY	5/8/23 ANIMAL SERVI	25.00
23676						\$100.00
	101 - GENERAL FUND	05/24/23	6804	MARIA CISNEROS	ARBOR DEPOSIT REFUND	100.00
23677						\$3,856.20
	101 - GENERAL FUND	05/24/23	6550	MARIO SAGREDO ELECT	REMODEL CITY SERVICE	2,208.94
	400 - WELLNESS CENTER	05/24/23	6550	MARIO SAGREDO ELECT	W.C. DOOR OPENER CO	277.87
	552 - WATER	05/24/23	6550	MARIO SAGREDO ELECT	WELL#15-VFD OVER HE	1,369.39
23678						\$500.00
	101 - GENERAL FUND	05/24/23	5964	MARY VALENTI, PH.D.	PS-PREEMPLOYMENT	500.00
23679						\$42.75
	305 - EMERGENCY OPERATIONS	05/24/23	5852	MID VALLEY DISPOSAL	FLOOD CLEANUP BINS	42.75
23680						\$432.00
	101 - GENERAL FUND	05/24/23	6437	MORINDA MEDICAL GRO	APRIL 2023 CLAIMS	432.00
23681						\$625.11
	101 - GENERAL FUND	05/24/23	6162	MUNISERVICES	STARS CA-Q4 2022	625.11
23682						\$447.74
	101 - GENERAL FUND	05/24/23	6162	MUNISERVICES	SUTA CA-Q4 2022	447.74
23683						\$1,040.90
	779 - 00-HOME-0487	05/24/23	6023	NATIONWIDE	VARELA-7204HR071231	1,040.90
23684						\$536.93
	101 - GENERAL FUND	05/24/23	5625	NGLIC-SUPERIOR VISI	JUNE 2023 VISION PLAN	536.93
23685						\$18.08
	552 - WATER	05/24/23	7068	NUNEZ , MARIA	REFUND CLOSED UB ACCOUNT	18.08
23686						\$429.18
	400 - WELLNESS CENTER	05/24/23	7044	ORIGINAL WATERMEN I	LIFEGUARD UNIFORMS	429.18
23687						\$2,209.70
	552 - WATER	05/24/23	6673	PACE SUPPLY CORP	BRASS 90 FORD	671.29
	552 - WATER	05/24/23	6673	PACE SUPPLY CORP	BRASS CPLG FORD	172.30
	552 - WATER	05/24/23	6673	PACE SUPPLY CORP	REPAIR CLAMP ROMAC	595.62
	552 - WATER	05/24/23	6673	PACE SUPPLY CORP	SS INSERT FORD	770.49
23688						\$3,322.18
	552 - WATER	05/24/23	6498	PACWEST DIRECT	1/12/23 UB LASER BI	831.08
	552 - WATER	05/24/23	6498	PACWEST DIRECT	5/9/23 UB LASER BIL	830.01
	553 - SEWER	05/24/23	6498	PACWEST DIRECT	1/12/23 UB LASER BI	831.08
	553 - SEWER	05/24/23	6498	PACWEST DIRECT	5/9/23 UB LASER BIL	830.01
23689						\$2,000.00
	101 - GENERAL FUND	05/24/23	272	PITNEY BOWES INC.	POSTAGE METER REFIL	2,000.00

23690						\$3,237.94
	101 - GENERAL FUND	05/24/23	6991	PREMIER ACCESS INSU	JUNE 2023 DENTAL PL	3,237.94
23691						\$28,844.50
	552 - WATER	05/24/23	4618	PROVOST & PRITCHARD	URBAN WATER MGMT PL	3,411.70
	600 - CAPITAL IMPROVEMENT	05/24/23	4618	PROVOST & PRITCHARD	HERMOSA ST REHAB	178.60
	600 - CAPITAL IMPROVEMENT	05/24/23	4618	PROVOST & PRITCHARD	TULARE&FOOTHILL INT	712.80
	600 - CAPITAL IMPROVEMENT	05/24/23	4618	PROVOST & PRITCHARD	VARIOUS RD IMPROVEM	24,541.40
23692						\$1,150.20
	101 - GENERAL FUND	05/24/23	399	QUAD KNOPF,INC.	GEN PLANNIN SERVICE	142.00
	101 - GENERAL FUND	05/24/23	399	QUAD KNOPF,INC.	O'HARA PARCEL MAP	1,008.20
23693						\$2,171.83
	101 - GENERAL FUND	05/24/23	285	QUILL CORPORATION	CERTIFICATE HOLDERS	53.48
	101 - GENERAL FUND	05/24/23	285	QUILL CORPORATION	CREDIT CARD PAPER R	152.23
	101 - GENERAL FUND	05/24/23	285	QUILL CORPORATION	KLEENEX,TONER,STAPL	204.63
	101 - GENERAL FUND	05/24/23	285	QUILL CORPORATION	PHONE CABLE	9.78
	101 - GENERAL FUND	05/24/23	285	QUILL CORPORATION	SURGE PROTECTOR	24.57
	101 - GENERAL FUND	05/24/23	285	QUILL CORPORATION	TONER & DRUM	331.64
	101 - GENERAL FUND	05/24/23	285	QUILL CORPORATION	TONER	67.41
	101 - GENERAL FUND	05/24/23	285	QUILL CORPORATION	USB DATA STICK	44.58
	101 - GENERAL FUND	05/24/23	285	QUILL CORPORATION	SELF-INKING STAMP	31.53
	101 - GENERAL FUND	05/24/23	285	QUILL CORPORATION	BOXES AND KLEENEX	91.33
	101 - GENERAL FUND	05/24/23	285	QUILL CORPORATION	FIRST AID KITS	20.22
	101 - GENERAL FUND	05/24/23	285	QUILL CORPORATION	HANG FOLDER,TRASH B	200.60
	101 - GENERAL FUND	05/24/23	285	QUILL CORPORATION	HANG FOLDER,TRASH B	200.61
	101 - GENERAL FUND	05/24/23	285	QUILL CORPORATION	PACKING TAPE	31.41
	101 - GENERAL FUND	05/24/23	285	QUILL CORPORATION	FIRST AID KITS	40.46
	101 - GENERAL FUND	05/24/23	285	QUILL CORPORATION	FIRST AID KITS	60.69
	101 - GENERAL FUND	05/24/23	285	QUILL CORPORATION	TRASH BAGS	407.68
	400 - WELLNESS CENTER	05/24/23	285	QUILL CORPORATION	FOLDERS & ENVELOPES	97.85
	552 - WATER	05/24/23	285	QUILL CORPORATION	FIRST AID KITS	60.69
	553 - SEWER	05/24/23	285	QUILL CORPORATION	FIRST AID KITS	20.22
	554 - REFUSE	05/24/23	285	QUILL CORPORATION	FIRST AID KITS	20.22
23694						\$1,744.31
	101 - GENERAL FUND	05/24/23	7067	SAFE RESTRAINTS, IN	WRAP RESTRAINT W/HE	1,744.31
23695						\$100.00
	101 - GENERAL FUND	05/24/23	3239	SANDY PEREZ	TU CO EOC STORM BRI	100.00
23696						\$210.88
	101 - GENERAL FUND	05/24/23	5624	SIERRA SANITATION,	RESTROOM RENTALS	210.88
23697						\$41.44
	101 - GENERAL FUND	05/24/23	4488	SIRCHIE ACQUISITION	DRUG TESTS	41.44
23698						\$529.43
	261 - GAS TAX FUND	05/24/23	310	SOUTHERN CA. EDISON	108 HERMOSA PED	59.17
	261 - GAS TAX FUND	05/24/23	310	SOUTHERN CA. EDISON	135 W HONOLULU LS3A	97.27
	261 - GAS TAX FUND	05/24/23	310	SOUTHERN CA. EDISON	150 E HONOLULU LS3B	104.75
	261 - GAS TAX FUND	05/24/23	310	SOUTHERN CA. EDISON	151 W HONOLULU LS3C	58.07
	261 - GAS TAX FUND	05/24/23	310	SOUTHERN CA. EDISON	151 W SAMOA LS3D	59.32
	261 - GAS TAX FUND	05/24/23	310	SOUTHERN CA. EDISON	157 N MIRAGE LED	31.93
	261 - GAS TAX FUND	05/24/23	310	SOUTHERN CA. EDISON	180 W HERMOSA LS3	19.99
	261 - GAS TAX FUND	05/24/23	310	SOUTHERN CA. EDISON	269 N SWEETBRIAR AV	58.49
	891 - PELOUS RANCH	05/24/23	310	SOUTHERN CA. EDISON	113 W HICKORY	32.83
	891 - PELOUS RANCH	05/24/23	310	SOUTHERN CA. EDISON	1250 PARKSIDE IRRIG	7.61
23699						\$424.00
	779 - 00-HOME-0487	05/24/23	3634	STATE FARM	ADELFA M 87-CL-M558	424.00
23700						\$4,358.40
	101 - GENERAL FUND	05/24/23	5755	TELEPACIFIC COMMUNI	5/9/23-6/8/23	544.80
	101 - GENERAL FUND	05/24/23	5755	TELEPACIFIC COMMUNI	5/9/23-6/8/23	544.80
	101 - GENERAL FUND	05/24/23	5755	TELEPACIFIC COMMUNI	5/9/23-6/8/23	544.80
	101 - GENERAL FUND	05/24/23	5755	TELEPACIFIC COMMUNI	5/9/23-6/8/23	544.80
	101 - GENERAL FUND	05/24/23	5755	TELEPACIFIC COMMUNI	5/9/23-6/8/23	544.80
	400 - WELLNESS CENTER	05/24/23	5755	TELEPACIFIC COMMUNI	5/9/23-6/8/23	544.80
	552 - WATER	05/24/23	5755	TELEPACIFIC COMMUNI	5/9/23-6/8/23	544.80
	553 - SEWER	05/24/23	5755	TELEPACIFIC COMMUNI	5/9/23-6/8/23	544.80
23701						\$1,671.00
	552 - WATER	05/24/23	1921	TELSTAR INSTRUMENTS	WTP-REPORT 4/21/23	1,671.00

23702						\$734,677.98
	552 - WATER	05/24/23	6974	TERRA WEST CONSTRUC	HERMOSA H2O METER D	896.43
	600 - CAPITAL IMPROVEMENT	05/24/23	6974	TERRA WEST CONSTRUC	HERMOSA IMPROVEMENT	733,781.55
23703						\$2,597.71
	101 - GENERAL FUND	05/24/23	6758	THE DIESEL DOCTOR	TRANSMISSION FLUID	2,597.71
23704						\$32.29
	101 - GENERAL FUND	05/24/23	144	THE GAS COMPANY	488 N MT VERNON	15.27
	101 - GENERAL FUND	05/24/23	144	THE GAS COMPANY	139 N SWEETBRIAR BB	17.02
23705						\$400.92
	101 - GENERAL FUND	05/24/23	7076	THE SPYGLASS GROUP	CONSULTING-COST RED	400.92
23706						\$250.00
	101 - GENERAL FUND	05/24/23	5792	THOMSON REUTERS - W	APRIL ONLINE SOFTWA	250.00
23707						\$1,755.00
	101 - GENERAL FUND	05/24/23	6656	TOTAL COMPENSATION	GASB 75 ROLL-1ST IN	1,755.00
23708						\$69.96
	101 - GENERAL FUND	05/24/23	6413	TRANS UNION LLC	3/26/23-4/25/23 SVC	69.96
23709						\$41.94
	101 - GENERAL FUND	05/24/23	336	TULARE COUNTY TAX C	190 S ELMWOOD	41.94
23710						\$3,037.87
	400 - WELLNESS CENTER	05/24/23	5401	ULINE	BARRIER POST W/BELT	2,370.76
	400 - WELLNESS CENTER	05/24/23	5401	ULINE	WATERHOG MATS,BARRI	667.11
23711						\$5,096.98
	101 - GENERAL FUND	05/24/23	1513	UNITED RENTALS, INC	C.S. TRUCK RENTALS	2,794.88
	305 - EMERGENCY OPERATIONS	05/24/23	1513	UNITED RENTALS, INC	SEQUOIA POND PUMPS	2,302.10
23712						\$19,123.56
	101 - GENERAL FUND	05/24/23	5747	USA STAFFING INC.	5/14/23 MARIA MORALES	44.64
	101 - GENERAL FUND	05/24/23	5747	USA STAFFING INC.	4/9/23 ARYANA GOMEZ	22.32
	101 - GENERAL FUND	05/24/23	5747	USA STAFFING INC.	5/7/23 ARYANA GOMEZ	569.16
	101 - GENERAL FUND	05/24/23	5747	USA STAFFING INC.	4/23/23 ANA & SYDNE	1,610.28
	101 - GENERAL FUND	05/24/23	5747	USA STAFFING INC.	5/7/23 CITY SERVICE	1,587.96
	101 - GENERAL FUND	05/24/23	5747	USA STAFFING INC.	4/23/23 JOSHUA D.	898.56
	101 - GENERAL FUND	05/24/23	5747	USA STAFFING INC.	5/7/23 PARKS	921.60
	101 - GENERAL FUND	05/24/23	5747	USA STAFFING INC.	ROGELIO,NORBERTO,BR	2,718.72
	305 - EMERGENCY OPERATIONS	05/24/23	5747	USA STAFFING INC.	4/23/23 FLOOD CLEAN	3,127.68
	305 - EMERGENCY OPERATIONS	05/24/23	5747	USA STAFFING INC.	5/7/23 FLOOD CLEANU	5,368.32
	400 - WELLNESS CENTER	05/24/23	5747	USA STAFFING INC.	5/14/23 LIZATTE ANG	145.08
	400 - WELLNESS CENTER	05/24/23	5747	USA STAFFING INC.	5/14/23 SILVIA H.	881.64
	400 - WELLNESS CENTER	05/24/23	5747	USA STAFFING INC.	5/7/23 LIZETTE&DIEG	189.72
	400 - WELLNESS CENTER	05/24/23	5747	USA STAFFING INC.	5/7/23 SILVIA HERNA	903.96
	552 - WATER	05/24/23	5747	USA STAFFING INC.	5/14/23 MARIA MORAL	44.64
	553 - SEWER	05/24/23	5747	USA STAFFING INC.	5/14/23 MARIA MORAL	44.64
	554 - REFUSE	05/24/23	5747	USA STAFFING INC.	5/14/23 MARIA MORAL	44.64
23713						\$3,747.52
	552 - WATER	05/24/23	5413	UNIVAR USA INC	LIQUICHLOR	3,747.52
23714						\$1,215.88
	101 - GENERAL FUND	05/24/23	1041	VERIZON WIRELESS	642065758-00003 APR	41.49
	101 - GENERAL FUND	05/24/23	1041	VERIZON WIRELESS	642065758-00001 APR	125.31
	101 - GENERAL FUND	05/24/23	1041	VERIZON WIRELESS	642065758-00004 APR	915.46
	101 - GENERAL FUND	05/24/23	1041	VERIZON WIRELESS	642065758-00003 APR	22.27
	101 - GENERAL FUND	05/24/23	1041	VERIZON WIRELESS	642065758-00003 APR	22.27
	101 - GENERAL FUND	05/24/23	1041	VERIZON WIRELESS	642065758-00003 APR	22.27
	552 - WATER	05/24/23	1041	VERIZON WIRELESS	642065758-00003 APR	22.27
	553 - SEWER	05/24/23	1041	VERIZON WIRELESS	642065758-00003 APR	22.27
	554 - REFUSE	05/24/23	1041	VERIZON WIRELESS	642065758-00003 APR	22.27
23715						\$2,028.67
	101 - GENERAL FUND	05/24/23	368	VOLLMER EXCAVATION,	DG FOR DOG PARK	290.93
	305 - EMERGENCY OPERATIONS	05/24/23	368	VOLLMER EXCAVATION,	COLD MIX FOR POTHOLE	1,312.13
	305 - EMERGENCY OPERATIONS	05/24/23	368	VOLLMER EXCAVATION,	DG FOR POTHOLES	425.61
23716						\$206.90
	261 - GAS TAX FUND	05/24/23	382	ZUMAR INDUSTRIES IN	STREET SIGNS	206.90
23717						\$500.00
	400 - WELLNESS CENTER	05/31/23	7078	LUCI VILLASENOR	W.C. FACILITY DEP R	500.00
23718						\$25.84
	101 - GENERAL FUND	06/01/23	4660	CITY OF LINDSAY	DED:052 WELLNESS	25.84

23719						\$785.72
	101 - GENERAL FUND	06/01/23	4660	CITY OF LINDSAY	DED:CDBG CDBG PMT	300.00
	101 - GENERAL FUND	06/01/23	4660	CITY OF LINDSAY	DED:L203 CDBG LOAN	485.72
23720						\$106.60
	101 - GENERAL FUND	06/01/23	3192	SEIU LOCAL 521	DED:DUES UNION DUES	106.60
23721						\$7,848.33
	101 - GENERAL FUND	06/01/23	6452	GREAT-WEST TRUST	DED:0500 DEF COMP	2,775.54
	101 - GENERAL FUND	06/01/23	6452	GREAT-WEST TRUST	DED:0555 DC LOANPAY	1,290.62
	101 - GENERAL FUND	06/01/23	6452	GREAT-WEST TRUST	DED:151 DEFERCOMP	3,246.63
	101 - GENERAL FUND	06/01/23	6452	GREAT-WEST TRUST	DED:ROTH ROTH	535.54
23722						\$41.58
	101 - GENERAL FUND	06/01/23	2325	LINDSAY PUBLIC SAFE	DED:LPOA LPOA DUES	41.58
23723						\$94.59
	101 - GENERAL FUND	06/01/23	6246	MCDERMONT VENTURE I	DED:051 MCDERMONT	94.59
23724						\$370.48
	101 - GENERAL FUND	06/01/23	1498	STATE OF CALIF FRAN	DED:0511 FTB - DEBT	370.48
23725						\$468.47
	101 - GENERAL FUND	06/01/23	1955	TEAMSTERS LOCAL 856	DED:0508 TEAMSTERS	468.47
EDD519						\$4,684.43
	101 - GENERAL FUND	05/19/23	687	STATE OF CALIFORNIA	EDD PR PD 5/19/23	4,684.43
IRS519						\$34,284.81
	101 - GENERAL FUND	05/19/23	2011	INTERNAL REVENUE SE	941 PR PD 5/19/2023	12,869.07
	101 - GENERAL FUND	05/19/23	2011	INTERNAL REVENUE SE	941 PR PD 5/19/2023	21,415.74
PPAAME						\$52.98
	101 - GENERAL FUND	05/19/23	457	PUBLIC EMPLOYEES RE	PPA	19.24
	101 - GENERAL FUND	05/19/23	457	PUBLIC EMPLOYEES RE	PPA	33.74
SRV523						\$31,982.47
	101 - GENERAL FUND	05/19/23	457	PUBLIC EMPLOYEES RE	25354 CTPD 4/30-5/1	729.44
	101 - GENERAL FUND	05/19/23	457	PUBLIC EMPLOYEES RE	25354 MBPD 4/30-5/1	741.98
	101 - GENERAL FUND	05/19/23	457	PUBLIC EMPLOYEES RE	25355 CTPD 4/30-5/1	2,467.41
	101 - GENERAL FUND	05/19/23	457	PUBLIC EMPLOYEES RE	25355 MBPD 4/30-5/1	2,509.90
	101 - GENERAL FUND	05/19/23	457	PUBLIC EMPLOYEES RE	26330 CTPD 4/30-5/1	1,980.68
	101 - GENERAL FUND	05/19/23	457	PUBLIC EMPLOYEES RE	26330 MBPD 4/30-5/1	1,789.79
	101 - GENERAL FUND	05/19/23	457	PUBLIC EMPLOYEES RE	433 CTPD 4/30-5/13	6,450.01
	101 - GENERAL FUND	05/19/23	457	PUBLIC EMPLOYEES RE	433 MBPD 4/30-5/13	3,604.00
	101 - GENERAL FUND	05/19/23	457	PUBLIC EMPLOYEES RE	434 CTPD 4/30-5/13	8,331.40
	101 - GENERAL FUND	05/19/23	457	PUBLIC EMPLOYEES RE	434 MBPD 4/30-5/13	3,377.86
SUMMARY BY FUNDING SOURCE						
	101 - GENERAL FUND					265,335.11
	261 - GAS TAX FUND					2,885.00
	305 - EMERGENCY OPERATIONS					(6,421.40)
	400 - WELLNESS CENTER					8,929.72
	552 - WATER					71,642.82
	553 - SEWER					10,320.93
	554 - REFUSE					1,192.35
	556 - VITA-PAKT					(8,294.79)
	600 - CAPITAL IMPROVEMENT					1,139,846.15
	700 - CDBG REVOLVING LN FUND					979.44
	779 - 00-HOME-0487					1,464.90
	781 - CAL HOME RLF					31.10
	886 - SAMOA					43.00
	887 - SWEETBRIER TOWNHOUSES					53.00
TOTAL						\$ 1,488,007.33



Monthly Treasurer's Report

May 31, 2023

Cash Balances Classified by Depository

CASH RESOURCES

LOCATION	GL ACCOUNT #	TYPE	BALANCE/ MARKET VALUE
Cash Register Funds (City Hall & Wellness)	100-102	RES	700
Bank of the Sierra- Depository Account	100-114	GEN	5,496,847
Bank of the Sierra - AP/Operating	100-100	GEN	11,700
Bank of the Sierra - Payroll	100-106	GEN	292,468
Bank of the Sierra - Wellness Center / UB Payment Cen	100-500	GEN	1,048,110
Bank of the Sierra - Impound Account	100-120	RES	88,524
LAIF Savings: City & Successor Agency	100-103	INV-RES	6,043,251
MBS Investments	100-700	INV-RES	5,422,333
TOTAL			\$18,403,933

CASH EXPENDED

ACCOUNTS PAYABLE & PAYROLL	AMOUNT
Accounts Payable	\$1,785,986
Payroll (May 5th Payday)	\$316,713
Payroll (May 19 Payday)	\$293,991
TOTAL	\$ 2,396,689

DEBT SERVICE	AMOUNT
Library	\$29,638
Tulare Road	\$14,476
TOTAL	\$ 44,114

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).

INVESTED FUNDS	\$11,465,584
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Respectfully submitted,

Joseph Tanner

City Manager
City of Lindsay

ABBREVIATIONS

GEN: GENERAL UNRESTRICTED

RES: RESTRICTED ACTIVITY

INV: INVESTMENT



STAFF REPORT

TO: Lindsay City Council
FROM: Nicholas Nave, Public Safety Lieutenant
DEPARTMENT: Public Safety
ITEM NO.: 10.4
MEETING DATE: June 13, 2023

ACTION & RECOMMENDATION

Second Reading of Ordinance No. 610, An Ordinance of the City of Lindsay Enacting Section 02.24.030 Use of Military Equipment, Amending Section Twenty-Four (24) Training of Law Enforcement Officers of Title Two (2) Administration and Personnel of the Lindsay Municipal Code and Authorization to Waive Full Reading of Said Ordinance and Authorize Reading by Title Only, and Adoption of Military Equipment Policy.

Staff recommends that the City Council approve the second reading of Ordinance No. 610, an ordinance amending Lindsay Municipal Code Title Two, Section Twenty-Four, related to Law Enforcement Officer Training and to add language in conformance with California Government Code §7071, related to ‘Military Equipment’ as well as the Lindsay Department of Public Safety Military Equipment Policy.

BACKGROUND | ANALYSIS

California Assembly Bill 481, passed in 2021, defines certain items relevant to law enforcement agencies as “Military Equipment” and sets forth several requirements for the acquisition, use or continued use of items defined in California Government Code §7070(c) as ‘Military Equipment’. Among these requirements is authorization by a local governing body by ordinance for the adoption of a policy relating to these items and their proposed uses. The purpose of Ordinance No. 610 is to fulfill this requirement by formally adopting an ordinance establishing a ‘Military Equipment’ policy.

Additional requirements are annual reporting to the governing body regarding what “Military Equipment” the law enforcement agency has in its possession, and how these items are used.

The Lindsay Department of Public Safety has for years utilized equipment, now considered “Military Equipment” for legitimate law enforcement purposes, including training. Several of the items listed in §7070(c) are by design, less-than-lethal force options and provide a less injurious means of effecting the arrest of violent individuals, thereby enhancing public and officer safety. The acquisition of certain items of ‘Military Equipment’ can be accomplished through continued participation in the Law Enforcement Support Office’s 1033 Program, which provides certain surplus items at no charge to participating agencies, saving potentially thousands of dollars to the City’s general fund.

Ordinance No. 610 was duly noticed pursuant to State Law in the Porterville Recorder at least 10 days prior to the May 23, 2023, Regular Meeting of the Lindsay City Council. The proposed ‘Military

Equipment' policy was also made available for public inspection at Lindsay City Hall and the City website at least 30 days prior to the first reading of Ordinance No. 610.

The first reading of Ordinance No. 610 with no amendments was approved by the City Council at the May 23, 2023, regular meeting.

FISCAL IMPACT

No additional fiscal impact to approve this action beyond what is already budgeted for acquisition and use of these items.

ATTACHMENTS

- Ordinance No. 610 Public Hearing Notice Proof
- Draft Policy (properly noticed to the public)
- Ordinance No. 610 – 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,
May 23 rd , 2023
Time: 6:00 PM or
as soon thereafter
Location: Council
Chambers City Hall
251 East Honolulu Street,
Lindsay, CA 93247

NOTICE IS HEREBY GIVEN
that the City Council of the
City of Lindsay, California,
will hold a public hearing
on May 23 rd , 2023, begin-
ning 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. 610, AN
ORDINANCE OF THE CITY
OF LINDSAY AMENDING
SECTION
TWENTY-FOUR TRAINING
OF LAW ENFORCEMENT
OFFICERS OF TITLE TWO
ADMINISTRATION AND

PERSONNEL OF THE
LINDSAY MUNICIPAL
CODE

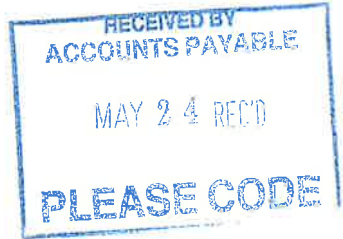
FURTHER information on
this matter and the full text
of the proposed documents
may be obtained from the
City Clerk at 251 East Ho-
nolulu Street, Lindsay, CA
93247 during normal busi-
ness hours 9:00 AM-5:00
PM Monday through Friday.
ALL INTERESTED PARTIES
are encouraged to attend
said PUBLIC HEARING to
ask questions, express
opinions and/or submit ev-
idence 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, Lind-
say, CA 93247, or via email
to lindsaycityclerk@lindsay.
ca.us at least 24 hours prior
to the scheduled public
hearing.

BY ORDER OF THE CITY
COUNCIL OF THE CITY OF
LINDSAY

Dated: May 10, 2023

May 13, 1-T
#197256



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, **May 13, 2023** and that such publication was made in the regular issues of said paper (and not in any supplemental edition or extra there of). I declare under penalty of perjury that the forgoing is true and correct. Executed **May 13, 2023** at Porterville, California.

A handwritten signature in blue ink that appears to read "Teresa Jasso".

Declarant TERESA JASSO

Military Equipment

709.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

709.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

Military Equipment

709.2 POLICY

It is the policy of the Lindsay Department of Public Safety that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment.

709.3 MILITARY EQUIPMENT COORDINATOR

The Director of Public Safety should designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Lindsay Department of Public Safety (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 1. Publicizing the details of the meeting.
 2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Director of Public Safety and ensuring that the report is made available on the department website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

709.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Department:

[Insert attachment here]

- (a) [Patrol Rifles](#)
- (b) [Pepperball Launcher](#)
- (c) [Unmanned Aerial System \(Drones\)](#)
- (d) [40mm Less Lethal Launcher and Munitions](#)
- (e) [Kinetic Energy Weapons & Munitions](#)

Military Equipment

709.5 APPROVAL

The Director of Public Safety or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Director of Public Safety or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

709.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment should not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy.

709.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Director of Public Safety or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Director of Public Safety or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

709.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which

Lindsay Department of Public Safety

LE Policy Manual

Military Equipment

the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

ORDINANCE NO. 610

**AN ORDINANCE OF THE CITY OF LINDSAY ENACTING SECTION 02.24.030
USE OF MILITARY EQUIPMENT, AMENDING SECTION TWENTY-FOUR (24)
TRAINING OF LAW ENFORCEMENT OFFICERS OF TITLE TWO (2)
ADMINISTRATION AND PERSONNEL**

Section 1. PURPOSE. The provisions of this ordinance are intended to adopt a policy relating to Military Equipment and its proposed uses.

Section 2. CODE AMENDMENT. Lindsay Municipal Code Chapter 02.24.030 Title Two (2) is hereby enacted as follows:

Chapter 2.24.010

Qualification

The city declares that it desires to qualify to receive aid from the state under the provisions of Chapter 1 of Title 4, Part 4 of the Penal Code.

Chapter 2.24.020

Standards Adherence

Pursuant to Section 13522 Of Chapter 1 of the Penal Code, the city, while receiving aid from the state pursuant to Chapter 1 of the Penal Code will adhere to the standards for recruitment and training established by the California Commission on Peace Officer Standards and Training.

Chapter 2.24.030

Use of Military Equipment

Pursuant to §7071 of the Government Code, law enforcement officers are authorized to use "Military Equipment" as defined in Government Code §7070 in the performance of their duties subject to the following provisions:

- A. The Department of Public Safety shall adopt a policy regarding the use of “Military Equipment” as defined in §7070 of the Government Code, including the types of equipment meeting that definition and its intended law enforcement use.
- B. Pursuant to Government Code §7072, at least annually, the Director of Public Safety, or their designee shall provide to the City Council a report on all “Military Equipment” the department has, including type, quantity, designated use(s), purchase cost, and service life.
- C. At least annually, or at any interval at which the report referenced in subsection (b) is presented, the City Council shall vote whether or not to renew this ordinance at a regular public meeting of the City Council pursuant to Government Code §7071(e)(1).
- D. The City Council shall determine, based on the annual military equipment report submitted pursuant to Government Code § 7072, whether each type of military equipment identified in that report has complied with the standards for approval set forth in Government Code §7071(d). If the governing body determines that a type of military equipment identified in that report has not complied with the standards for approval, the council shall either disapprove a renewal of the authorization for that type of military equipment or require modifications to the military equipment use policy in a manner that will resolve the lack of compliance.

All other code sections of Title Two (2) 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 thirty (30) days from the date of the passage hereof. Prior to the expiration of fifteen (15) days from the enactment hereof a certified copy of this ordinance shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1) and a summary shall be published once in the Porterville Recorder, a newspaper printed and published in the City of Porterville, State of California, together with the names of the Council members voting for and against the same.

THE FOREGOING ORDINANCE, read by title only with waiving of the reading in full, was introduced at a regularly scheduled meeting on the ____th day of _____ 2023.

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

Hipolito A. Cerros, Mayor

ATTEST:

Francesca Quintana, City Clerk



STAFF REPORT

TO: Lindsay City Council
FROM: Armando M. da Silva, Recreation Services Director
DEPARTMENT: Recreation Services Department
ITEM NO.: 10.5
MEETING DATE: June 13, 2023

ACTION & RECOMMENDATION

Consider the Approval of Wellness Heating, Ventilation, and Air Conditioning Replacement Project Request for Proposals (RFPs) Submitted and Recommendation to Award Contract to American, Inc.

Staff recommends that the City Council accept the RFPs received, and award the contract to American, Inc. for a total amount of \$148,700.00.

BACKGROUND | ANALYSIS

It is the City's goal to provide a safe, inviting recreation and wellness facility for its residents by staying healthy and attending programs that meet their goals. The Lindsay Wellness Center opened its doors in March of 2011 to the community of Lindsay offering a place to stay healthy, fit, and to provide healthcare offices. The Wellness Heating Ventilation and Air Conditioning (HVAC) System is currently 12 years old, not energy efficient, and nearing end of life. Therefore, it is Staff's intention to replace the current HVAC System with four (4) updated and energy efficient units to reduce monthly energy costs and improve the overall quality of the facility.

Once the new HVAC System is installed and the project is considered complete, the City will submit the required documentation to SoCalREN Public Agency Programs to receive an emergency efficient rebate.

Staff diligently advertised the project as follows:

1. Staff released the Request for Proposal (RFP) on April 24, 2023, via email to four Builders Exchanges. These Builders Exchanges include Tulare-Kings Co, CEN-CAL Construction, ISQFT Construction Content and Construct Connect.
2. The "Notice of Inviting Bids" for this RFP was published in the Porterville Recorder on April 25, 2023, as well as advertised on the City of Lindsay's website on April 24, 2023.

There was a total of two (2) RFPs received and acknowledged by the City. The two bidders were acknowledged as seen in the table below.

No.	Contractor	Total Amount	
1	American Inc.	\$	148,700.00
2	BDM Inc.	\$	255,000.00

FISCAL IMPACT

Budget: \$282,956.00

Contract Amount: \$148,700.00

Fund: Lindsay Hospital District Capital Outlay Project Funds

ATTACHMENTS

- Abstract of Bid Proposals Received

Wellness Center Heating, Ventilation, and Air Conditioning Replacements Project
ABSTRACT
 Bid Opening on May 23, 2023 at 10:00am

BASE BID SCHEDULE				BDM Inc.		AMERICAN Inc.	
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	Lic No. 1078193		Lic No. 292529	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	REMOVE AND DISPOSE OF EXISTING RTU'S	4.0	4	\$ 5,250.00	\$ 21,000.00	\$ -	\$ -
2	REPLACE EXISTING RTU'S WITH 14 SEER 15 TON (460V-3PH); FRESH AIR ECONOMIZER - CODE MANDATE	4.0	4	\$ 39,500.00	\$ 158,000.00	\$ -	\$ 148,700.00
3	REMOVE & REPLACE UNIT CURBS WITH NEW & TO BE WEATHER TIGHT	4.0	4	\$ 15,000.00	\$ 60,000.00	\$ -	\$ -
4	REPLACE EXISTING GAS LINE ADAPATIONS WITH GAS LINES FLEX WITH SHUT-OFF VALVE	4.0	4	\$ 2,500.00	\$ 10,000.00	\$ -	\$ -
5	INSTALL CODE MANDATED DUCT MOUNTED SMOKE DETECTORS	4.0	4	\$ 500.00	\$ 2,000.00	\$ -	\$ -
6	UNIT REPLACEMENT PERMIT AND INSPECTION PER CA MANDATE <i>CITY OF LINDSAY BUILDING PERMITS WILL BE WAIVED.</i>	4.0	4	\$ 500.00	\$ 2,000.00	\$ -	\$ -
7	ONE YEAR WARRANTY ON ALL PARTS AND LABOR ON EACH COMPONENT REPLACED, AND 5-YEAR LIMITED MANUFACTURER WARRANTY ON COMPRESSOR OF EACH UNIT.	4.0	4	\$ 500.00	\$ 2,000.00	\$ -	\$ -
TOTAL BASE BID SCHEDULE AMOUNT					\$ 255,000.00		\$ 148,700.00

* No Alternate Bid Schedule was applicable



STAFF REPORT

TO: Lindsay City Council
FROM: Armando M. da Silva, Recreation Services Director
DEPARTMENT: Recreation, Wellness, and Aquatic Center
ITEM NO.: 10.6
MEETING DATE: June 13, 2023

ACTION & RECOMMENDATION

Consider the Approval of Job Description and Budget for the Pool Manager Job Position.

Staff recommends that the Council approve the Pool Manager job description and budget so that Staff may begin the recruitment process upon adoption of the Fiscal Year 2023-2024 Operating Budget.

BACKGROUND | ANALYSIS

The Pool Manager is a full-time position who will work under the direction of the Recreation Services Director. The City plans to begin internal recruitment efforts for a Pool Manager upon approval of the job description, its salary and benefits expenses thereto, and Fiscal Year 2023-2024 Operating Budget by the City Council.

The essential duties and responsibilities of the Pool Manager include, but are not limited to:

- Ensures the safety and well-being of the public during use of the pool.
- Ensures cleanliness of pool, locker rooms, and staff areas, as well as all other areas within the pool facility.
- Schedules lifeguards, water safety instructors, and assistant head lifeguards to the standards of the aquatics section and maintains the appropriate staffing.
- Supervises, directs, and evaluates the work efforts of lifeguard staff.
- Coordinates with the Recreation Director and actively contributes to the smooth operation of all aquatic activities and programs by assisting with canceling, combining and contacting patrons when classes are canceled.
- Ensures all City policies, pool rules, and regulations regarding the operation of the pool are adhered to and enforced by staff.
- Provides training to all lifeguard staff by conducting drill meetings, lifeguard training classes and challenges.
- Performs as a lifeguard.

It is the policy of the City of Lindsay to screen for any potential conflicts of interest in the recruitment process and adequately mitigate against the appearance of any bias, real or perceivable.

FISCAL IMPACT

The annual fiscal impact including salary and employee benefits for this position would range from \$59,800.00 to \$84,240.00 and would be sourced from FUND 4004400 – RECREATION SERVICES.

This expense would be reflected and accounted for within the Fiscal Year 2023-2024 Operating Budget.

ATTACHMENTS

- Pool Manager Job Description



City of Lindsay Job Description Pool Manager

Class Title:	Pool Manager	Salary:	Tier 1: \$18.00 – \$24.12 Hourly Tier 2: \$18.00 – \$22.12 Hourly
Department:	Recreation	Step Range:	1-7
Location:	860 N. Sequoia Lindsay, CA 93247	Status:	Full-time/ Non-Exempt
Date:	06/13/2023	Union:	SEIU

GENERAL PURPOSE:

Under general supervision of the Recreation Director, supervises the operation of a community pool, coordinates and implements community aquatics programs, supervises, and evaluates subordinate staff; instructs aquatic activities; performs related duties as required.

SUPERVISION RECEIVED:

Works under the general supervision of the Recreation Services Director.

SUPERVISION EXERCISED:

Supervision exercised over Seasonal Lifeguards.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Ensures the safety and well-being of the public during the use of the pool.
- Ensures cleanliness of the pool, locker rooms, and staff areas, as well as all other areas within the pool facility.
- Schedules lifeguards, water safety instructors, and assistant head lifeguards to the standards of the aquatics section and maintains the appropriate staffing.
- Supervises, directs, and evaluates the work efforts of lifeguards, instructors, and assistant pool managers.
- Coordinates with the Recreation Director and actively contributes to the smooth operation of all aquatic activities and programs by assisting with canceling, combining, and contacting patrons when classes are canceled.
- Ensures all City policies, pool rules, and regulations regarding the operation of the pool are adhered to and enforced by the staff.
- Provides training to all lifeguards, water safety instructors, and assistant lifeguards by conducting drill meetings, lifeguard training classes, and challenges.
- Performs as a lifeguard.



City of Lindsay Job Description Pool Manager

PERIPHERAL DUTIES:

Ability To:

- Skills in basic mathematics.
- Ability to deal effectively with program participants and the public.
- Ability to supervise, direct and evaluate subordinates.
- Ability to apply effective guarding techniques and ability to model those techniques to subordinate guards.
- Ability to employ effective instructional methods, as well as the ability to model those techniques to subordinate staff.
- Background check required.
- Must be able to coordinate working schedules for multiple subordinates (up to 30 individuals) within strict parameters.
- Must be able to provide clear and logical instruction to a variety of audiences based upon the criteria of the American Red Cross Water Safety Instructor program.
- Must be able to communicate clearly using both written and verbal communication skills; the employee will utilize a variety of communication skills on a daily basis in an effort to ensure the safety of patrons in addition to providing feedback to all subordinates.
- Must be able to make decisions, execute decisions, and support decisions in a variety of situations on a daily basis. These may include:
 - Identification of distressed or drowning swimmers in not more than 20 seconds.
 - Dealing with safety issues that require intervention by staff on a consistent basis.
 - Enforce City and facility policies for each user of the facility.

DESIRED MINIMUM QUALIFICATIONS:

Education and Experience:

- High School diploma or GED equivalent.
- 24 months of aquatics experience, including one year of supervisory experience.
- Knowledge of maintaining pool chemistry as well as using pool cleaning equipment.

Special Requirements:

- Possession of or the ability to obtain a valid California Driver's License by the time of appointment.
- Possession of a current American Red Cross Lifeguard Training Certificate and a current CPR Certificate. Acceptable Lifeguard and CPR Certifications include:
 - Lifeguard Training (LGT)
 - Standard First Aid or equivalent, and Cardiopulmonary Resuscitation (CPR) for the Professional Rescuer or equivalent certification, AED Essentials.
 - Water Safety Instructor (WSI), or ability to obtain within 6 months of hire.



City of Lindsay Job Description Pool Manager

- Certified Pool / Spa Operator (CPO) certificate, or ability to obtain within 12 months of hire ***or***
- Aquatic Facility Operator (AFO) certificate, or ability to obtain within 2 months of hire.

TOOLS AND EQUIPMENT:

- Swimming pool equipment; pool vacuum, chemical test kit, brushes, etc.
- Swimming pool chemicals and cleaning supplies.
- Motor vehicle
- Mobile radio, phone, calculator, computer, and printer.

PHYSICAL DEMANDS:

Lifting and Carrying:

- Must be able to assist in lifting bags of material weighing 50 pounds several times per week and must be able to assist in moving canisters of material weighing 50 pounds several times per month using a cart.
- Must be able to carry a rescue tube on a daily basis for up to 60 minutes at a time.
- Must be able to perform rescues and lifeguard skills based upon American Red Cross Lifeguard Training criteria on a daily basis.

Body Movements:

- Employee is bending, reaching, twisting, and kneeling based upon the shifts scheduled (i.e. cleaning, teaching, lifeguarding, rescuing, swimming, doing clerical and/or office work).

Body Positions:

- Moves about the facility a portion of the time. Additionally, the employee is positioned throughout the facility at the poolside, on the deck, in the gym or office some of the time, with periods lasting up to 30 minutes. Employees are positioned either in an elevated lifeguard stand, chair, or desk nearly half the time.

Hearing:

- Employees must be able to hear the telephone as well as vocal requests from patrons and others. Must be able to hear audible alarms.



City of Lindsay Job Description Pool Manager

Vision:

- Employee uses vision to observe all activities within the center.
- Observes swimmers and others in and near the swimming pool, and scans for dangerous weather (such as lightning).
- Observes gauge and instrument readings

Work hours are based on conditions. Flexible work hours or shifts are 5-day work week with weekend hours.

WORK ENVIRONMENT:

The majority of work in an outdoor pool environment. While performing the duties of this job, the employee occasionally works in outside weather conditions. The employee occasionally works near moving mechanical parts and is occasionally exposed to wet and/or humid conditions.

Exposure to variable temperatures and weather conditions; strong and unpleasant odors and fumes such as chlorine; noise from children; allergens such as poison oak, pollen, and bee stings; pool chemical fluctuations which might cause irritation to eyes and skin; and the possibility of administering first aid which may involve exposure to infections which might cause chronic disease or death.

The noise level in the work environment is usually moderately loud.

SELECTION GUIDELINES & APPLICATION PROCESS:

A formal employment application must be submitted, a rating of education and experience; an oral interview and reference check; job-related tests may be required. The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

The appointment is subject to successfully passing a pre-employment physical, live-scan, background, and criminal history check. Before starting work, applicants must present documentation of their identity, authorization to work in the United States and a DMV driving record.

BENEFITS:

10 Accrued Vacation Days, 13 Holidays, 10 Accrued Sick Leave days, 100% Employee Only Medical, Dental, and Vision Plans, Life Insurance, Members of the California Employees' Retirement (Cal Pers) (Classic and PEPPRA tiers depending on hire date) Deferred Comp City Match (Up to 3%), Aflac and Cafeteria Plan. Please view the City of Lindsay's website Human Resource page for further benefit details.



City of Lindsay Job Description Pool Manager

Salary:

Tier 1 (Employees hired prior to 07/01/2018): \$18.00 – \$24.12 Hourly

Tier 2 (Employees hired after 07/01/2018): \$18.00 – \$22.12 Hourly

Please view the City of Lindsay's website Human Resource page for further benefit details.



STAFF REPORT

TO: Lindsay City Council
FROM: Armando M. da Silva, Recreation Services Director
DEPARTMENT: Recreation Services Department
ITEM NO.: 10.7
MEETING DATE: June 13, 2023

ACTION & RECOMMENDATION

Consider the Approval of Job Description and Budget for Recreation Coordinator Job Position.

Staff recommends that the Council approve the Recreation Coordinator job description and budget so that Staff may begin the recruitment process upon adoption of the Fiscal Year 2023-2024 Operating Budget.

BACKGROUND | ANALYSIS

The Recreation Coordinator is a full-time position who will work under the direction of the Recreation Services Director. The City plans to begin internal recruitment efforts for a Recreation Coordinator upon approval of the job description, its salary and benefits expenses thereto, and Fiscal Year 2023-2024 Operating Budget by the City Council.

The essential duties and responsibilities of the Recreation Coordinator include, but are not limited to:

- Program development includes researching program opportunities, development of work plans, facilitation of programs, supervision of staff, and program evaluation reporting.
- Planning, facilitation, and evaluation of community wide special events.
- Recruit, hire, supervise and train program staff.
- Initiate and approve recruitment, orientation, and placement of program volunteers.
- Develop and maintain cooperative working relations with co-workers, community organizations and customers.
- Maintain financial, personnel, program, project, and volunteer records.
- Assist in the preparation of budgets and monitors program revenue and expenditures.
- Seek sponsorships and in-kind contributions to offset program costs.
- Evaluate program effectiveness.
- Prepare material for and attend training sessions.
- Coordinate facility usage.
- Perform related duties as required.

It is the policy of the City of Lindsay to screen for any potential conflicts of interest in the recruitment process and adequately mitigate against the appearance of any bias, real or perceivable.

FISCAL IMPACT

The annual fiscal impact including salary and employee benefits for the Recreation Coordinator would range from \$73,715.20 – \$103,875.20 and would be sourced from Fund 4004400.

This expense would be reflected and accounted for within the Fiscal Year 2023-2024 Operating Budget.

ATTACHMENTS

- Recreation Coordinator Job Description



City of Lindsay
Job Description
Recreation Coordinator

Class Title:	Recreation Coordinator	Salary:	Tier 1: \$22.19 – \$29.74 Hourly Tier 2: \$22.19 – \$27.27 Hourly
Department:	Recreation Services Department	Step Range:	1-7
Location:	860 N. Sequoia Lindsay, CA 93247	Status:	Full-time/ Non-Exempt
Date:	06/13/2023	Union:	SEIU

GENERAL PURPOSE:

Under general direction, organizes, coordinates, and supervises activities of a specific, assigned Recreation Services program area. Performs related responsibilities as required.

A Recreation Coordinator works within a framework of established procedures and is expected to perform the full range of recreation programming skills including organizing and coordinating activities and monitoring program effectiveness. Adequate performance at this level requires the knowledge of departmental procedures and precedence and the ability to choose among a number of alternatives in solving routine problems.

SUPERVISION RECEIVED:

Works under the general supervision of the Recreation Services Director.

SUPERVISION EXERCISED:

Supervision exercised over part-time staff and volunteers.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Program development includes researching program opportunities, development of work plans, facilitation of programs, supervision of staff, and program evaluation reporting.
- Planning, facilitation, and evaluation of community-wide special events.
- Recruit, hire, supervise, and train program staff.
- Initiate and approve recruitment, orientation, and placement of program volunteers.
- Develop and maintain cooperative working relations with co-workers, community organizations, and customers.
- Maintain financial, personnel, program, project, and volunteer records.
- Assist in the preparation of budgets and monitors program revenue and expenditures.
- Seek sponsorships and in-kind contributions to offset program costs.
- Evaluate program effectiveness.
- Prepare material for and attend training sessions.



City of Lindsay Job Description Recreation Coordinator

- Coordinate facility usage.
- Perform related duties as required.

PERIPHERAL DUTIES:

Ability To:

- Direct, evaluate, and supervise the work of assigned personnel.
- Keep cost records and develop annual budget estimates.
- Research, create, plan, and facilitate new programs and special events.
- Review and evaluate programs effectively.
- Communicate effectively in written and oral form.
- Develop and maintain effective working relationships.

DESIRED MINIMUM QUALIFICATIONS:

Knowledge of:

- Operation of programs and classes.
- Special event planning.
- Facility operations.
- Principles of supervision and training.
- Department policies and procedures.
- Basic accounting practices, creating business plans.
- preparing financial reports.

Skill in:

- Public contact.
- Multi-tasking and organization.
- Effective decision-making.
- Short-range organizational planning.

Education and Experience:

Any combination of experience, training, and education which would provide the required knowledge and abilities is qualifying. A typical way to obtain the required qualifications would be:

- AA/As and/or continuing college education in recreation, social services, or related field.
- One (1) year minimum of experience in recreation, event planning, or related field.
- Must possess, or be able to obtain by time of hire, a valid State driver's license without record of suspension or revocation in any State.



City of Lindsay Job Description Recreation Coordinator

License and Certificate:

Possession of, or ability to obtain, an appropriate, valid California driver's license.

TOOLS AND EQUIPMENT:

- Cleaning supplies
- Motor vehicle
- Mobile radio, phone, calculator, computer, and printer.

PHYSICAL STANDARDS:

- Positions in this class typically work in a standard office environment; however, some limited field work is involved, resulting in exposure to the elements. Moderate physical work may be required including walking, bending, stooping, standing, and lifting and/or carrying objects weighing up to seventy-five (75) pounds.

Flexible work hours or shifts are a 5-day work week with weekend hours.

WORK ENVIRONMENT:

While performing the duties of this job, the employee occasionally works in outside weather conditions.

Exposure to variable temperatures and weather conditions; strong and unpleasant odors and fumes such as chlorine; noise from children; allergens such as poison oak, pollen, and bee stings; pool chemical fluctuations which might cause irritation to eyes and skin; and the possibility of administering first aid which may involve exposure to infections which might cause chronic disease or death.

The noise level in the work environment is usually moderately loud.

SELECTION GUIDELINES & APPLICATION PROCESS:

A formal employment application must be submitted, a rating of education and experience; an oral interview, and a reference check; job-related tests may be required. The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

The appointment is subject to successfully passing a pre-employment physical, live-scan, background, and criminal history check. Before starting work, applicants must present documentation of their identity, authorization to work in the United States, and a DMV driving record.



City of Lindsay
Job Description
Recreation Coordinator

BENEFITS:

Tier 1 (Employees hired prior to 07/01/2018): \$22.19 – \$29.74 Hourly

Tier 2 (Employees hired after 07/01/2018): \$22.19 – \$27.27 Hourly

10 Accrued Vacation Days, 13 Holidays, 10 Accrued Sick Leave days, 100% Employee Only Medical, Dental, and Vision Plans, Life Insurance, Members of the California Employees' Retirement (Cal Pers) (Classic and PEPRAs tiers depending on hire date) Deferred Comp City Match (Up to 3%), Aflac and Cafeteria Plan. Please view the City of Lindsay's website Human Resources page for further benefit details.

Please view the City of Lindsay's website Human Resource page for further benefit details.



STAFF REPORT

TO: Lindsay City Council
FROM: Rick Carrillo, Director of Public Safety
DEPARTMENT: Public Safety
ITEM NO.: 10.8
MEETING DATE: June 13, 2023

ACTION & RECOMMENDATION

Consider the Approval of Agreement Renewal Between the City of Lindsay and the County of Tulare for Emergency Dispatch and Communications Services and Authorize City Manager to Execute Any Documents Thereto.

Staff recommends that the agreement between the City of Lindsay and the County of Tulare for emergency dispatch and communications services be approved for renewal and that Council authorize the City Manager to execute any documents thereto.

BACKGROUND | ANALYSIS

Since the 2018 Fiscal Year, the City of Lindsay has contracted full-time dispatching services to the County of Tulare. Prior to said date, the City had contracted part-time dispatching services, consisting of evenings and weekends. The County of Tulare has historically provided outstanding dispatch coverage and service for the City.

FISCAL IMPACT

The cost of this agreement is \$95,809 for the term beginning July 1, 2023, and ending June 30, 2024. The County stated that the term cost of \$95,809 is only 54% of the actual cost incurred by the County themselves (\$176,536). The cost for this agreement is the same as the previous contract for Fiscal Year 2022-2023.

The cost will be sourced from fund 101-GENERAL FUND.

ATTACHMENTS

- Emergency Dispatch and Communication Services Agreement between the County of Tulare and the City of Lindsay

**EMERGENCY DISPATCH AND COMMUNICATION SERVICES AGREEMENT
BETWEEN THE COUNTY OF TULARE AND
THE CITY OF LINDSAY**

THIS AGREEMENT (“Agreement”) is entered into as of _____, between the **COUNTY OF TULARE**, a political subdivision of the State of California (“COUNTY”), and the **CITY OF LINDSAY**, an incorporated city within the State of California (“CITY”). COUNTY and CITY are each a “Party” and together are the “Parties” to this Agreement, which is made with reference to the following:

- A.** CITY desires to contract with COUNTY for COUNTY to provide 24-hour emergency dispatch and communication services; and
- B.** COUNTY is agreeable to rendering such emergency dispatch and communication services as herein set forth.

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

- 1. TERM:** This Agreement becomes effective as of July 1, 2023 and expires at 11:59 p.m. on June 30, 2024 unless earlier terminated in accordance with the provisions of this Agreement, or unless the Parties extend the term by a written amendment to this Agreement.
- 2. SCOPE OF SERVICES:** See attached **Exhibit A**.
- 3. PAYMENT FOR SERVICES:** See attached **Exhibit B**.
- 4. INSURANCE:** COUNTY and CITY, each at their sole cost and expense, to protect against liability arising from any and all negligent acts or incidents caused by their employees, shall maintain during the term of this agreement Commercial General Liability and Professional Liability insurance in amounts not less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate, Automobile Liability (any auto) of one million dollars (\$1,000,000) per occurrence. If an annual aggregate applies it must be no less than two million dollars (\$2,000,000). COUNTY and CITY shall maintain evidence of workers’ compensation and disability coverage as required by law. Coverage under such insurance shall be obtained from a carrier rated A, or better, by AM Best or a qualified program of self-insurance.
- 5. GENERAL TERMS AND CONDITIONS:** See attached **Exhibit C**.
- 6. NOTICES:** (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY:
Tulare County Sheriff’s Office
Business Office, Fiscal Manager
833 S. Akers Street
Visalia, CA 93277

With a Copy to:
COUNTY ADMINISTRATIVE OFFICER
2800 W. Burrel Ave.
Visalia, CA 93291
Phone No.: 559-636-5005

Phone No.: (559) 802-9449
Fax No.: (559) 737-4283

Fax No.: 559- 733-6318

CITY:

City Manager
City of Lindsay
251 E. Honolulu Street
Lindsay, CA 93247
Phone No.: (559) 562-7102
Fax No.: (559) 562-3331

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

7. AUTHORITY: The Parties represent and warrant that the individual(s) signing this Agreement on their behalves are duly authorized and have legal capacity to sign this Agreement and bind the Party to its terms. The Parties have each relied upon this representation and warranty in entering into this Agreement.

8. COUNTERPARTS: The Parties may sign this Agreement in counterparts, each of which shall be deemed an original and all of which taken together form one and the same agreement. A signed copy or signed counterpart of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of a signed original or signed copy of this Agreement.

9. MANUAL OR ELECTRONIC SIGNATURES: The Parties may sign this Agreement by means of manual or electronic signatures. The Parties agree that the electronic signature of a Party, whether digital or encrypted, is intended to authenticate this Agreement and to have the same force and effect as a manual signature. For purposes of this Agreement, the term “electronic signature” means any electronic sound, symbol, or process attached to or logically associated with this Agreement and executed and adopted by a Party with the intent to sign this Agreement, including facsimile, portable document format, or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17), as it may be amended from time to time.

[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGE]

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

CITY OF LINDSAY

Date: _____

By _____

Print Name _____

Title _____

Date: _____

By _____

Print Name _____

Title _____

[Pursuant to Corporations Code section 313, County policy requires that contracts with a **Corporation** be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a **Limited Liability Company** be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date: _____

By _____

Dennis Townsend, Chair of the Board
Tulare County Board of Supervisors

ATTEST: Jason T. Britt
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

Template approved as to form by
County Counsel on May 11, 2021
Matter # 2021490

**EXHIBIT A
SCOPE OF SERVICES
CITY OF LINDSAY**

- (a) COUNTY agrees to provide emergency dispatch and communication to CITY as follows:
 - i. Answer and interrogate all emergency calls and callers seven (7) days per week, 24 hours per day.
 - ii. Alert appropriate personnel, as designated by CITY, for emergency response.
 - iii. Monitor response and dispatch additional personnel and/or equipment as requested by Incident Commander.
- (b) COUNTY agrees to provide electronic access to CITY to the Sheriff's records management system for records/report writing application. CITY shall have full electronic access to all CITY index data. CITY access to records management system shall be limited to law enforcement personnel including clerk and aides, as required.
- (c) CITY shall be responsible for obtaining a software license for the application. All cost incurred for the software license will be the responsibility of CITY.
- (d) Data from the programs will be stored on existing COUNTY servers and will account for a small percentage of usage on those servers.
- (e) Connectivity will be obtained via existing network infrastructure with little to no impact to the COUNTY.
- (f) There will be no cost to CITY to access the Sheriff's records management system records/report writing application.

**EXHIBIT B
PAYMENT FOR SERVICES
CITY OF LINDSAY**

1. The annual cost for all services is \$95,809.

2. Billing by COUNTY will be submitted on an annual basis for services performed during the year, July 1, 2023 to June 30, 2024. COUNTY will send CITY an invoice by July 31, 2023. Payment will be due by the CITY to the COUNTY within 30 days after receipt of the invoice.

EXHIBIT C
GENERAL TERMS AND CONDITIONS
EMERGENCY DISPATCH AND COMMUNICATIONS SERVICES AGREEMENT
CITY OF LINDSAY

1. LIMITATION OF LIABILITY:

(a) EXCEPT AS OTHERWISE PROVIDED IN PARAGRAPH 1(c), IN NO EVENT SHALL COUNTY BE LIABLE UNDER THIS AGREEMENT TO CITY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, OR LOST REVENUES, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT CITY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

(b) EXCEPT AS OTHERWISE PROVIDED IN PARAGRAPH 1(c), IN NO EVENT SHALL COUNTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID, AND AMOUNTS ACCRUED BUT NOT YET PAID, TO COUNTY PURSUANT TO THIS AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR \$95,809, WHICHEVER IS LESS.

(c) THE LIMITATIONS AND EXCLUSIONS SET FORTH IN THIS PARAGRAPH 1 SHALL NOT APPLY TO: (1) DAMAGES OR LIABILITIES ARISING FROM A MATERIAL BREACH OF PARAGRAPH 8 (CONFIDENTIALITY); (2) DAMAGES OR LIABILITIES ARISING FROM THIRD-PARTY CLAIMS THAT ARE SUBJECT TO INDEMNIFICATION UNDER PARAGRAPH 5; AND (3) DAMAGES OR LIABILITIES ARISING FROM WILLFUL MISCONDUCT.

2. INDEPENDENT CONTRACTOR STATUS: The Parties enter into this Agreement with the express understanding that COUNTY will perform all services required under this Agreement as an independent contractor. The Parties agree that the COUNTY and any of its agents, employees, or officers cannot be considered agents, employees, or officers of CITY. Subject to any performance criteria contained in this Agreement, COUNTY will be solely responsible for determining the means and methods of performing the specified services and CITY will have no right to control or exercise any supervision over COUNTY as to how the COUNTY will perform the services.

3. GOVERNING LAW: The laws of the State of California, without reference to California conflict of laws principles, govern this Agreement and its interpretation. The Parties agree that this Agreement is made in and will be performed in Tulare County, California.

4. CONFLICT OF INTEREST:

(a) At all times during the performance of this Agreement, the Parties must comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to, Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations

promulgated by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, from making any decision on behalf of the public entity in which the officer, employee or consultant/contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant/contractor participates in or influences any decision that has the potential to confer any pecuniary benefit on the consultant/contractor or any business firm in which consultant/contractor has an interest, with certain narrow exceptions.

(b) The Parties agree that if any facts come to their attention that raise any questions as to the applicability of conflicts of interests laws, then the Party will immediately inform the other Party and provide all information needed for resolution of this question.

5. INDEMNIFICATION AND DEFENSE:

(a) To the fullest extent permitted by law, CITY shall defend, indemnify and hold COUNTY, its officers, employees, representatives, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees and costs), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees and costs, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CITY, its officers, employees, or agents.

(b) To the fullest extent permitted by law, COUNTY shall defend, indemnify and hold CITY, its officers, employees, representatives, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees and costs), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees and costs, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of COUNTY, its officers, employees, or agents .

6. TERMINATION:

(a) **Without Cause:** COUNTY may terminate this Agreement without cause by giving thirty (30) days' prior written notice to CITY of its intention to terminate under this provision, specifying the date of termination. CITY will pay to COUNTY the compensation earned for work performed and not previously paid for to the date of termination. The payment of any compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement.

(b) **With Cause:** Either Party may terminate this Agreement immediately, by written notice to the other Party, should the other Party:

- (1) Be adjudged a bankrupt, or
- (2) Become insolvent or have a receiver appointed, or
- (3) Make a general assignment for the benefit of creditors, or
- (4) Suffer any judgment that remains unsatisfied for 30 days, and that would substantially impair the ability of the judgment debtor to perform under this Agreement, or
- (5) Materially breach this Agreement.

In addition, COUNTY may terminate this Agreement based on:

- (6) Material misrepresentation, either by CITY or anyone acting on CITY'S behalf, as to any matter related in any way to subject matters of this Agreement, or
- (7) Other misconduct or circumstances that, in the sole discretion of COUNTY, exposes COUNTY to an unreasonable risk of liability.

For any of the occurrences except item (5) above, termination may be effected upon written notice by the terminating Party specifying the date of the termination. Upon a material breach, the Agreement may be terminated after the failure of the defaulting Party to remedy the breach to the satisfaction of the non-defaulting Party within 5 days of written notice specifying the breach. If the breach is not remedied within that 5-day period, then the non-defaulting Party may terminate this Agreement on further written notice specifying the date of termination. If the nature of the breach is such that it cannot be cured within a 5- day period, then the defaulting Party may submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting Party consents to that proposal in writing, which consent may not be unreasonably withheld, then the defaulting Party must immediately embark on its plan to cure the default or breach. If the default or breach is not cured within the time agreed, then the non-defaulting Party may terminate this Agreement upon written notice specifying the date of termination. CITY will pay to COUNTY the compensation earned for work satisfactorily performed and not previously paid for to the date of termination. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement.

(c) **Effects of Termination:** Expiration or termination of this Agreement will not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities.

7. TIME OF ESSENCE: The Parties agree that time is of the essence under this Agreement, unless they agree otherwise in writing.

8. CONFIDENTIALITY: CITY may not use or disclose any information it receives from COUNTY under this Agreement that COUNTY has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Agreement or as authorized in advance by COUNTY. Unless required to do so by law, including, but not limited to, the Ralph M. Brown Act or the California Public Records Act, COUNTY may not disclose to third parties any information it receives from CITY that CITY has previously identified as confidential. If COUNTY determines that it must disclose any information that CITY previously identified as confidential, then it shall promptly give CITY written notice of its intention to disclose such information and the authority for such disclosure. CITY shall have period of five (5) calendar days thereafter within which to seek a protective court order to prevent such disclosure or to notify COUNTY that it will not seek such an order. COUNTY shall cooperate with CITY in any efforts to seek such a court order. COUNTY shall not disclose the information until the five (5) day period has expired without a response from CITY, or CITY has notified COUNTY that it will not seek such an order, or CITY has sought and a court has declined to issue a protective order for such information. If CITY seeks a protective order for such information, CITY shall defend and indemnify COUNTY from any and all loss, injury, or claim arising from COUNTY'S withholding of the information from the requestor. This includes any attorney's

fees awarded to the requestor. The duty of COUNTY and CITY to maintain confidentiality of information under this section continues beyond the term of this Agreement.

9. DISPUTES AND DISPUTE RESOLUTION: The Parties shall continue with their responsibilities under this Agreement during any dispute. If a dispute arises out of or relating to this Agreement, or the breach of the Agreement, and if the dispute cannot be settled through negotiation, then the Parties agree first to try in good faith to settle the dispute by non-binding mediation, to be held in Tulare County, California, before resorting to litigation or some other dispute resolution procedure, unless the Parties mutually agree otherwise. The Parties must mutually select the mediator, but in case of disagreement, then the Parties will select the mediator by lot from among two nominations provided by each Party. The Parties will split equally all costs and fees required by the mediator; otherwise each Party will bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, then either Party may pursue litigation to resolve the dispute.

10. FURTHER ASSURANCES: Each Party will execute any additional documents and perform any further acts that may be reasonably required to effect the purposes of this Agreement.

11. CONSTRUCTION: This Agreement reflects the contributions of all Parties and so the provisions of Civil Code section 1654 will not apply to address and interpret any alleged uncertainty or ambiguity.

12. 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.

13. 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.

14. WAIVERS: The failure of either Party to insist on strict compliance with any provision of this Agreement will not be considered a waiver of any right to do so, whether for that breach or any later breach. The acceptance by either Party of either performance or payment will not be considered a waiver of any preceding breach of the Agreement by the other Party.

15. ORDER OF PRECEDENCE: In the event of any conflict or inconsistency between or among the body of the Agreement (which includes this Exhibit C “General Terms and Conditions”) and any other Exhibit, Schedule, or Attachment, then the terms and conditions of the body of the Agreement shall prevail.

16. 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 will 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, then the Agreement may be terminated at the option of the affected Party. In all other cases, the remainder of the Agreement will continue in full force and effect.

17. ENTIRE AGREEMENT: This Agreement represents the entire agreement between CITY and COUNTY as to its subject matter and no prior oral or written understanding will be of any force or effect. No part of this Agreement may be modified without the written consent of both Parties.

18. RECYCLED PAPER CONTENT: To the extent services under this Agreement include printing services, pursuant to Public Contract Code section 22153 the Parties shall use paper that meets the recycled content requirements of Public Contract Code section 12209.



STAFF REPORT

TO: Lindsay City Council
FROM: Neyba Amezcua, Director of City Services & Planning
DEPARTMENT: City Services & Planning
ITEM NO.: 10.9
MEETING DATE: June 13, 2023

ACTION & RECOMMENDATION

Consider the Approval of Resolution No. 23-18, A Resolution of the City Council of the City of Lindsay Establishing a Development Agreement Program and Associated Processing Fees.

Staff recommends that the City Council pass and adopt Resolution No. 23-18, establishing the requirements and fees for development agreements to ensure transparent, accountable, and community-centered development processes.

BACKGROUND | ANALYSIS

The City of Lindsay does not have a codified procedure within the Lindsay Municipal Code for a Development Agreement Program. The purpose of this report is to highlight the benefits of implementing clear and comprehensive requirements for development agreements and to recommend their establishment via resolution as well as setting processing fees for a new application and amendments.

Importance of Development Agreements:

Development agreements are vital tools for guiding and managing development projects within the City. They allow for a structured process of negotiation between the City and developers, ensuring that projects align with community needs, regulations, and goals.

Key Benefits of Establishing Requirements:

- A. **Clarity and Consistency:** By establishing clear requirements for development agreements, the City can provide developers with transparent guidelines, reducing ambiguity and ensuring consistent treatment of all applicants.
- B. **Compliance with Regulations:** Development agreements can be used to ensure compliance with zoning regulations, land use plans, and other relevant policies. Establishing requirements helps maintain regulatory consistency and accountability.

- C. **Public Input and Engagement:** Requirements for development agreements include provisions for public notice, input, and engagement. This allows residents, stakeholders, and the community to provide feedback and shape the development process.
- D. **Community Benefits:** Development agreements incorporate provisions that secure public benefits such as affordable housing, open spaces, infrastructure improvements, and job creation. Establishing requirements ensures that these benefits are considered and negotiated effectively.
- E. **Streamlined Process:** Clear requirements will help streamline the development agreement process, reducing the time and effort required for negotiations. This benefits both developers and the City, allowing for more efficient decision-making.

Recommended Requirements and Processing Fees:

A developer must submit an application, a development agreement draft, development project description, list of permits and approvals, proposed duration of the development agreement, provisions of required security for the performance by the developer of their specified obligations, terms and conditions relating to financing of public facilities and subsequent reimbursement over time, any conditions, terms, restrictions and requirements for any discretionary actions, environmental impacts, and other relevant factors.

Staff recommends that prior to processing a development agreement application or amendment, the applicant must deposit the fee according to the type of application being submitted. The recommended fees are as follows:

- Development Agreement: *\$8,338.00*
- Development Agreement Amendment: *\$2,779.33*

Implementation and Next Steps:

Upon approval of Resolution No. 23-18, the passed and adopted Resolution will be posted online for public access. Furthermore, all development under the entitlement process will be provided with a copy of the Resolution.

FISCAL IMPACT

No fiscal impact associated with this action at this time.

ATTACHMENTS

- Resolution No. 23-18



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

NUMBER 23-18

TITLE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY ESTABLISHING A DEVELOPMENT AGREEMENT PROGRAM AND ASSOCIATED PROCESSING FEES

MEETING At a regularly scheduled meeting of the City of Lindsay City Council held on June 13, 2023, at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

WHEREAS, the California Legislature, in Section 65864 of the Government Code, has found that the lack of certainty in the approval of development projects can result in a waste of resources, escalate the cost of housing and other development to consumers, and discourage investment in and commitment to comprehensive planning which would make maximum efficient utilization of resources at the least economic cost to the public; and

WHEREAS, the City Council finds and determines that under appropriate circumstances, development agreements will strengthen the public planning process, encourage private participation in comprehensive planning by providing a greater degree of certainty in that process, reduce the economic costs of development, allow for the orderly planning of public improvements and services and the allocation of costs therefore in order to achieve the maximum utilization of public and private resources in the development process, and assure, to the extent feasible, that appropriate measures to enhance and protect the environment of the City are achieved; and

WHEREAS, the City Council further finds and determines that the public safety, health, convenience, comfort, prosperity, and general welfare will be furthered by the adoption of this title in order to provide a mechanism and procedure for the enactment of development agreements to accomplish the foregoing purposes and aims and the realization of the benefits to be derived therefrom.

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

SECTION 1. The purpose of this Resolution is to describe the procedures and requirements for entering into a development agreement as established in accordance with the provisions of Article 2.5 of the California Government Code. Development agreements enacted pursuant to this Resolution are to ensure to a development project applicant that upon approval of the project, the applicant may proceed with the project in accordance with policies, rules, and regulations in force at the time the development agreement is executed, and subject to specified conditions of approval, in order to implement the intent of the City Council in enacting this Resolution. Development agreements will also ensure that all conditions of approval, including the construction of off-site improvements made necessary by such land developments, will proceed in an orderly and economical fashion for the City and the private sector.



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

SECTION 2. This title is adopted under the authority of Government Code Sections 65864, 65865, and other provisions of Article 2.5 of Chapter 4 of Division 1 of the Government Code (“Development Agreement Statute”).

SECTION 3. The following terms when used in this title shall have the flowing respective meanings:

- A. “Applicant” means a person who submits an application for a development agreement.
- B. “Application” means the application to enter into a development agreement submitted by a qualified applicant pursuant to this Resolution.
- C. “City” means the City of Lindsay, California.
- D. “City Council” means the City Council of the City of Lindsay.
- E. “City Services & Planning Director” means person designated by the City Manager as the director of the City Services & Planning department of the City.
- F. “Developer” means a qualified applicant who has entered into a development agreement pursuant to the procedures specified in this title.
- G. “Development agreement” means a development agreement enacted by legislation between the City and a qualified applicant pursuant to this chapter and the development agreement statute.
- H. “Notice of non-compliance” means the notice described below.
- I. “Person” means an individual, group, partnership, firm, association, cooperative venture, company, corporation, trust, governmental agency, governmental official, administrative body or tribunal or any other form of business or legal entity.
- J. “Qualified applicant” is a person who has legal or equitable interest, or both, in the real property which is the subject of the development agreement, or his or her authorized agent.

SECTION 4. The fees and charges imposed for the filing and processing of each application for a development agreement and the applicable documents provided for or required under this Resolution are set forth in Section 13 below.



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

SECTION 5.

- A. Only a qualified applicant may file an application to enter into a development agreement. The applicant shall use the form of application then in effect for the City and shall furnish evidence to the City Services & Planning Director's reasonable satisfaction of the applicant's interest in the real property and of the authority of an agent to act for the applicant.
- B. Other Parties. In addition to the City and developer, any federal, state, or local governmental agency or body may be included as a party to any development agreement. Any such additional party shall be made a party to the development agreement pursuant to the provisions of the Joint Exercise of Powers Act (Government Code Sections 6500, et seq.) providing for joint powers agreements, or provisions of other applicable federal, state, or local law, in order to create a legally binding agreement between such parties.
- C. Applications are filed with the City Services & Planning department. Before an application is filed, the applicant shall request and participate in a pre-application conference with the City Services & Planning department.

SECTION 6.

- A. Each application shall be accompanied by a proposed development agreement of the applicant. This requirement may be met by utilizing the City's default standard form of development agreement and including specific proposals for changes in or additions to the language of the standard form of development agreement, or by submitting a proposed development agreement prepared by the applicant in a form satisfactory to the City. Any proposed development agreement submitted by an applicant shall contain the provisions required under this Resolution and shall also include the following:
 - 1. The parties to the development agreement;
 - 2. The nature of the applicant's legal or equitable interest in the real property in sufficient detail to demonstrate that the person is a qualified applicant hereunder;
 - 3. A description of the development project sufficient to permit the development agreement to be reviewed under the applicable criteria of this title. Such description shall include, but is not limited to, the legal description of the real property, references to permitted uses of the property, the density of use, maximum size and height of buildings, site and building plans, elevations, relationships to adjacent properties and operational data, provide for reservation or dedication of land for public purposes, and may



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

provide that construction required under the development agreement will be commenced and completed within a specified time. Where appropriate, such description may distinguish between elements of the development project which are proposed to be fixed under the development agreement, those which may vary and the standards and criteria pursuant to which the same may be reviewed;

4. A list of permits and approvals for the development project that have been previously enacted and a list of the permits and approvals that are contemplated by the development agreement;
 5. The proposed duration of the development agreement;
 6. A program and criteria for an annual or more frequent review under this title;
 7. Appropriate provisions acceptable to the City providing security for the performance by the developer of the developer's obligations under the development agreement;
 8. Any other relevant provisions which may be deemed necessary by the City Services & Planning director;
 9. Terms and conditions relating to applicant financing of necessary public facilities and subsequent reimbursement over time.
 10. Conditions, terms, restrictions, and requirements for subsequent discretionary actions, provided that such conditions, terms, restrictions, and requirements for subsequent discretionary actions shall not prevent development of the real property for uses and to the density and intensity of development set forth in the development agreement.
- B. Unless otherwise provided in the development agreement, regulations governing permitted uses of land, density, design, improvement and construction standards and specifications applicable to development of the property are the regulations in force at the time of the execution of the development agreement. A development agreement shall not prevent the City from applying new rules, regulations, and policies which do not conflict with those in the development agreement, nor shall the development agreement prevent the City from denying or conditionally approving any subsequent development project application on the basis of such existing or new rules, regulations, or policies.

RESOLUTION NO. 23-18

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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

- C. In the event changes in federal or state laws or regulations, enacted after the development agreement has been executed, prevent, or preclude compliance with one or more provisions of the development agreement, such provisions of the development agreement shall be modified or suspended as necessary to comply with such federal or state laws or regulations.
- D. All or any part of real property described in a development agreement may be subject to subsequent condemnation proceedings by the City.
- E. The development agreement shall be binding upon, and the benefits of the development agreement shall inure to, all successors in interest to the parties of the development agreement.

SECTION 7.

- A. The City Services & Planning department shall review the application and shall reject the application if it is incomplete or contains inaccurate information. The City Services & Planning department shall review the application and determine any additional requirements necessary to complete the form of the development agreement. If the application is complete, it shall be accepted for filing.
- B. After receiving the filed application, the City Services & Planning department shall prepare a staff report. The staff report shall state whether or not the development agreement as proposed, or in an amended form (specifying the nature of the amendments), is consistent with the general plan, any applicable specific plan, and the provisions of this the City's Zoning Ordinance. The staff report shall include a recommendation to the City Council. The staff report and recommendation shall include suggested findings as to whether the proposed development agreement:
 - 1. Is consistent with the objectives, policies, general land uses, and programs specified in the General Plan and any applicable specific plan;
 - 2. Is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the real property is located;
 - 3. Is in conformity with the public convenience and general welfare and good land use practices;
 - 4. Will be detrimental to the public health, safety, and general welfare;



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

5. Will adversely affect the orderly development of property or the preservation of property values;
6. Will provide sufficient benefit to the City to justify entering into the development agreement; and
7. If the development agreement includes a subdivision, as defined in Government Code Section 66473.7, any tentative map prepared for the subdivision will comply with the provisions of Government Code Section 66473.7.

SECTION 8.

A. City Council Hearing

1. A development agreement is a legislative act and shall be approved by ordinance only after a public hearing before the City Council. The ordinance shall refer to and incorporate by reference the text of the development agreement.
2. The City Council may approve the use of a development agreement as a method of implementing or providing standards and criteria for any approval issued by or made by the City, including:
 - a. Rezoning;
 - b. Issuance of a conditional use permit;
 - c. Conditions imposed upon approval of a permit after discretionary review;
 - d. Conditions imposed in connection with the adoption of any General Plan amendment or specific plan;
 - e. Conditions imposed in any planned development district;
 - f. Site-specific conditions imposed in any other district;
 - g. Approval of and/or conditions imposed upon approval of a subdivision of parcel map or maps;
 - h. The formation of any assessment district, benefit district, maintenance district or special benefit district or any other procedure, for the installation of required or necessary on-site or off-site improvements or infrastructure; and/or



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

- i. Mitigation measures imposed upon a development project after certification of an environmental impact report in which such mitigation measures have been proposed as a mechanism for eliminating or reducing environmental impacts, or the criteria for development of the project without such mitigation measures where specific economic, social or other considerations make such mitigation measures infeasible and the benefits of the project outweigh the unavoidable adverse environmental effects.

3. The City Council may not approve the development agreement unless it finds that the provisions of the development agreement are consistent with the General Plan, and any applicable specific plan. Any proposed change in the General Plan or applicable specific plan must be approved prior to, but concurrently with, the approval of the development agreement.

- B. Notice of any public hearing shall be published and mailed as required by California Government Code Sections 65090, et seq., and 65867, in addition to any other notice required by law for other actions to be considered concurrently with the development agreement.

SECTION 9.

- A. The approval of a development agreement shall be by the adoption of an Ordinance by the City Council. The effective date for any approved development agreement shall be thirty (30) days after the adoption of the ordinance approving the development agreement.
- B. Within ten (10) days after the effective date of the ordinance approving a development agreement, or any modification or cancellation thereof, the City Clerk shall record the development agreement, the modification or notice of cancellation with the county recorder for the County of Tulare.

SECTION 10.

- A. A development agreement may be amended or canceled in whole or in part by mutual consent of the parties to the development agreement or their successors-in-interest in the manner provided in California Government Code Section 65868. Notice of intention to send or cancel any portion of the development agreement shall be given in the manner provided by California Government Code Section 65867. An amendment to the development agreement shall be subject to the provisions of California Government Code Section 65867.5.



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

B. The development agreement may provide for alternative procedures to process minor amendments that do not change or modify any substantive rights or responsibilities of the parties to, or review or notice required to be provided under, the development agreement.

SECTION 11.

A. All development agreements are subject to review by the City Council at least once every twelve (12) months. In the event the development agreement requires more frequent review, the review will occur at the time(s) specified in the development agreement. The purpose of the review is to allow the developer to demonstrate its compliance with the terms and conditions of the development agreement.

B. On or before June 1st of each year of the term of the development agreement, or any other date specified in the development agreement, the developer shall provide documentation and, any additional information that the City Services & Planning director may request from the developer, to allow the developer to demonstrate its compliance with the terms of the development agreement.

C. The City Services & Planning director shall review the information provided by the developer, including, but not limited to, any additional information that the City Services & Planning director may request from the developer. The City Services & Planning director will prepare a staff report for the City Council that includes a recommendation on whether or not the developer has demonstrated compliance with the terms of the development agreement.

D. The City Council shall hold a public hearing to review the staff report and consider whether the developer has demonstrated good faith compliance with the terms of the development agreement for the period under review. The developer and any interested party may present oral or written evidence to be considered by the City Council at the hearing.

E. If the City Council determines after the hearing that the developer has demonstrated good faith compliance with the terms of the development agreement for the period under review, the city council will direct the City Services & Planning director to provide written notice thereof to the developer.

F. If the City Council determines after the hearing on the basis of substantial evidence that the developer has not complied in good faith with the terms of the development agreement for the period under review, the City Council will direct the City Services & Planning director to provide written notice thereof to the developer. Such notice shall specify the nature of the alleged failure and, where appropriate,



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

the manner and period of time in which the failure may be cured. The notice shall also specify that if the alleged failure is not timely cured, the development agreement could be modified or terminated. If the nature of the alleged failure is such that it cannot be cured within the time specified, the commencement of the cure within the cure period and diligent prosecution to completion of the cure shall be deemed a cure. During the period for curing the default, the developer shall not be considered in default for the purposes of termination or cancellation of the development agreement as long as developer is diligently prosecuting such cure to completion.

SECTION 12. Unless a development agreement is amended or canceled pursuant to this title, a development agreement shall be enforceable by any party thereto notwithstanding any change in any applicable general or specific plan, zoning, subdivision, or building regulation adopted by the City Council which alters or amends the rules, regulations, or policies in effect as of the time of execution of the development agreement.

SECTION 13. The fee charged by the City for processing a development agreement or a development agreement amendment shall be the total costs incurred by the City (e.g., staff time, fees charged by consultants, plus ten percent (10%) of such costs for the purpose of covering internal administrative expenses).

Prior to processing a development agreement application or a development agreement amendment application, the applicant shall deposit the following with the City:

Development Agreement: eight thousand, three hundred and thirty-eight dollars (\$8,338.00)

Development Agreement Amendment: two thousand, seven hundred and seventy-nine dollars & 33 cents (\$2,779.33)

An applicant's deposit will be applied to the City's costs incurred for processing the applicant's development agreement or amendment.

The applicant will, as a condition of continued processing, deposit an additional amount(s) identified by the City Manager or the City Manager's designee if the applicant's existing deposit will be exhausted before the processing of applicant's development agreement or development agreement amendment is completed.



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	June 13, 2023
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

HIPOLITO A. CERROS
MAYOR



STAFF REPORT

TO: Lindsay City Council
FROM: Neyba Amezcua, Director of City Services & Planning
DEPARTMENT: City Services & Planning
ITEM NO.: 10.10
MEETING DATE: June 13, 2023

ACTION & RECOMMENDATION

Landscape and Lighting Maintenance Districts:

- A. Consider Approval of Resolution No. 23-20, A Resolution of the City Council of the City of Lindsay Ordering the Preparation of an Engineer's Report for Landscape and Lighting Maintenance Districts for Fiscal Year 2023-2024
- B. Consider Approval of Resolution No. 23-21, A Resolution of the City Council of the City of Lindsay Granting Preliminary Approval of Engineer's Report for Fiscal Year 2023-2024 for Landscape and Lighting Maintenance Districts
- C. Consider Approval of Resolution No. 23-22, A Resolution of the City Council of the City of Lindsay Declaring its Intention to Levy and Collect Assessments for Fiscal Year 2023-2024 Landscape and Lighting Maintenance Assessment Districts; Declaring the Work to be of more than Local or Ordinary Public Benefit; Specifying the Exterior Boundaries of the Areas Within The Landscape Maintenance Districts to be Assessed and the Cost and Expense Thereof; Designating Said Districts As Landscape & Lighting Maintenance Districts; Determining that these Proceedings Shall be Taken Pursuant to the Landscaping and Lighting Act Of 1972; and Offering a Time and Place for Hearing Objections Thereto.

Staff recommends that the City Council approve the Engineer's Report for Fiscal Year 2023-2024 for each of the districts and approve the herein referenced Resolutions and set the Public Hearing for June 27, 2023.

BACKGROUND | ANALYSIS

Each year, the Engineer of Work (State Approved Title) is ordered to prepare the report for the upcoming Fiscal Year in accordance with Article 4, Division 15, of the Streets and Highways Code, "Landscaping and Lighting Act of 1972" of the State of California.

The Engineer's report outlines the budgeted expenses for the present fiscal year, the actual expenses through May-June, and the projected expenses for the upcoming fiscal year. Each year there are adjustments made due to increases and/or actual expenses.

Attached are the engineer’s reports for the Assessment Districts. Said reports identify the cost for maintenance and administration of the districts for the 2023-2024 Fiscal Year based on 2022-2023 expenses.

It is projected that all monies will be expended in these funds by the end of the Fiscal Year.

Summary of Charges per District:

	No. Lots	Maximum Allowed		Budgeted 2022-2023 FY		Proposed 2023-2024 FY		Increase/Decrease per Year
		Amount per Year/lot	Amount per Month/lot	Amount per Year/lot	Amount per Month/lot	Amount per Year/lot	Amount per Month/lot	
Sierra View Estates Assessment District 92-01	92	\$ 295.40	\$ 24.62	\$ 238.75	\$ 19.90	\$ 224.50	\$ 18.71	\$ (1.19)
Heritage Park Assessment District 96-01	37	\$ 260.30	\$ 21.69	\$ 208.10	\$ 17.34	\$ 208.10	\$ 17.34	\$ -
Parkside Estates Assessment District 01-01	44	\$ 307.72	\$ 25.64	\$ 142.52	\$ 11.88	\$ 142.52	\$ 11.88	\$ -
Sweet Brier Plaza (Samoa) Assessment District 02-01	6	\$ 1,929.83	\$ 160.82	\$ 766.52	\$ 63.88	\$ 788.26	\$ 65.69	\$ 1.81
Sweet Brier Plaza (Hermosa) Assessment District 02-02	12	\$ 1,923.33	\$ 160.28	\$ 966.42	\$ 80.54	\$ 966.42	\$ 80.54	\$ -
Sierra Vista Assessment District 07-01	19	\$ 502.84	\$ 41.90	\$ 502.84	\$ 41.90	\$ 321.30	\$ 26.78	\$ (15.13)
Maple Valley Assessment District 07-02	42	\$ 120.00	\$ 10.00	\$ 86.12	\$ 7.18	\$ 100.00	\$ 8.33	\$ 1.16
Pelous Ranch Assessment District 09-01	105	\$ 200.62	\$ 16.72	\$ 150.00	\$ 12.50	\$ 160.00	\$ 13.33	\$ 0.83

FISCAL IMPACT

<u>Fund No.</u>	<u>Description</u>	<u>Budget</u>
883	Sierra View Estates Assessment District 92-01	\$20,654.00
884	Heritage Park Assessment District 96-01	\$ 7,669.70
888	Parkside Estates Assessment District 01-01	\$ 6,270.88
886	Sweet Brier Plaza (Samoa) Assessment District 02-01	\$ 4,729.56
887	Sweet Brier Plaza (Hermosa) Assessment District 02-02	\$11,597.04
889	Sierra Vista Assessment District 07-01	\$ 6,104.70
890	Maple Valley Assessment District 07-02	\$ 4,200.00
891	Pelous Ranch Assessment District 09-01	\$16,800.00

ATTACHMENTS

- Resolution No. 23-20
- Resolution No. 23-21
- Resolution No. 23-22
- Attachment A: Engineer’s Report for Sierra View Estates
- Attachment B: Engineer’s Report for Heritage Park Estates
- Attachment C: Engineer’s Report for Parkside Estates
- Attachment D: Engineer’s Report for Sweet Brier Plaza (Samoa)
- Attachment E: Engineer’s Report for Sweet Brier Plaza (Hermosa)
- Attachment F: Engineer’s Report for Sierra Vista Estates
- Attachment G: Engineer’s Report for Maple Valley Estates
- Attachment H: Engineer’s Report for Pelous Ranch
- Attachment I: LLAD’s Location Map



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

NUMBER 23-20

TITLE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY ORDERING THE PREPARATION OF AN ENGINEER’S REPORT FOR LANDSCAPE AND LIGHTING MAINTENANCE DISTRICTS FOR FISCAL YEAR 2023-2024

MEETING At a regularly scheduled meeting of the City of Lindsay City Council held on June 13, 2023, at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

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

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

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

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

- SECTION 1. The foregoing recitals are true and correct and incorporated herein by reference.
- SECTION 2. The Director of City Services & Planning; Neyba Amezcua is appointed as the “Engineer of Work” for preparation of the Engineer’s Report.
- SECTION 3. The Engineer of Work is ordered to prepare the report for Fiscal Year 2023-2024 in accordance with Article 4, Division 15, of the Streets and Highways Code, “Landscaping and Lighting Act of 1972” of the State of California.



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

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

MEETING DATE	June 13, 2023
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

HIPOLITO A. CERROS
MAYOR



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

NUMBER 23-21

TITLE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY GIVING PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR FISCAL YEAR 2023-2024 FOR LANDSCAPE AND LIGHTING MAINTENANCE DISTRICTS

MEETING At a regularly scheduled meeting of the City of Lindsay City Council held on June 13, 2023, at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

WHEREAS, on the 13th day of June 2023 said City Council did adopt a Resolution directing the Engineer of Work to make and file with the City Clerk of said City a report in writing for Fiscal Year 2023-2024 as required by the Landscaping and Lighting Act of 1972; and

WHEREAS, said Engineer of Work has made and filed with the City Clerk of said City a report in writing as called for in said Resolution and under and pursuant to said Act, which report has been presented to this Council for consideration; and

WHEREAS, said Council has duly considered said report and each and every part thereof, and finds that each and every part of said report is sufficient, and that said report, nor any part thereof, requires or should be modified.

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

- SECTION 1. The foregoing recitals are true and correct and incorporated herein by reference.
- SECTION 2. The Engineer's Estimate of the itemized costs and expenses of said work and of the incidental expenses in connection therewith, contained in said report be, and each of them are hereby preliminarily approved and confirmed.
- SECTION 3. The diagram showing the Assessment Districts referred to and described in said report (the boundaries of the subdivision of land within each said Assessment District), are approved and confirmed as the same as existed at the time of passage of Resolution originally establishing each District.
- SECTION 4. The proposed assessments upon the subdivisions of land in said Assessment Districts are in proportion to the estimated benefit to be received by said subdivisions, respectively, from said normal and customary maintenance and of the incidental expenses thereof, as contained in said report, and are hereby preliminarily approved and confirmed.

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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

SECTION 5. Said report shall stand as the Engineer's Report for the purposes of all subsequent proceedings, and pursuant to the proposed district.

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

MEETING DATE	June 13, 2023
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

HIPOLITO A. CERROS
MAYOR



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

NUMBER 23-22

TITLE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2023-2024 LANDSCAPE & LIGHTING MAINTENANCE ASSESSMENT DISTRICTS; DECLARING THE WORK TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREAS WITHIN THE LANDSCAPE MAINTENANCE DISTRICTS TO BE ASSESSED AND THE COST AND EXPENSE THEREOF; DESIGNATING SAID DISTRICTS AS LANDSCAPE & LIGHTING MAINTENANCE DISTRICTS; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO.

MEETING At a regularly scheduled meeting of the City of Lindsay City Council held on June 13, 2023 at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

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

SECTION 1. DESCRIPTION OF WORK

That the public interest and convenience requires it is the intention of the City Council of the City of Lindsay, California, to order the following work be done, to wit:

1. Maintenance and servicing of facilities and landscaping as authorized by Section 22525 of the Streets and Highways Code.
2. Any and all work and materials appurtenant thereto or which are necessary or convenient for the maintenance and servicing thereof.

SECTION 2. LOCATION OF WORK

The foregoing described work is to be located within the following areas:

1. Right of way and easement along Sierra View St frontage from Harvard to Lafayette and Harvard Avenue frontage from Sierra View St to the North subdivision boundary, more particularly described on maps which are on file in the City Clerk's office as "Sierra View Estates".

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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

2. Right of way and easement along Tulare Rd frontage from Oak to the Eastern subdivision boundary, more particularly described on maps which are on file in the City Clerk's office as "Heritage Park".
3. Right of way and easement along Parkside Ave frontage from Hickory to the North subdivision boundary, more particularly described on maps which are on file in the City Clerk's office as "Parkside Estates".
4. Right of way and easement along Samoa St frontage from Sweet Brier east to the alley, on Sweet Brier Ave from Samoa St to the North subdivision boundary, and areas identified as reciprocal easement for ingress and egress & easement for public utilities and landscaping, more particularly described on maps which are on file in the City Clerk's office as "Sweet Brier Plaza-Samoa".
5. Right of way and easement along Hermosa St frontage from Sweet Brier Ave to the western subdivision boundary, on Sweet Brier Ave frontage from Hermosa St to the Southern subdivision boundaries, and areas identified as reciprocal easement for ingress and egress & easement for public utilities and landscaping, more particularly described on maps which are on file in the City Clerk's office as "Sweet Brier Plaza-Hermosa".
6. Right of way and easement along Orange Ave Lot A and traffic circle located at Sierra View St and Orange Ave, more particularly described on maps which are on file in the City Clerk's office as "Sierra Vista".
7. Right of way and easement at intersections of Maple Valley Way & Maple Valley and Maple Valley Way & Ash Ave, more particularly described on maps which are on file in the City Clerk's office as "Maple Valley".
8. Right of way and easement along Hickory frontage from Hamlin Way to West subdivision boundary, at lots B & C on Bellah Ave, Right of way along Plum Drive, lot A, Right of Way along "Pond Area" and Parkside Ave from Southern subdivision boundary ("Pond Area") to the Northern boundary, more particularly described on maps which are on file in the City Clerk's office as "Pelous Ranch".

Reference is hereby made to said maps for further work, in the opinion of said City Council, is to be of more than local or ordinary public benefit, and the said City Council hereby makes the expense of the said work chargeable upon a district, which said district is described as follows:

RESOLUTION NO. 23-22

Page 2 of 6



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

SECTION 3. DESCRIPTION OF ASSESSMENT DISTRICTS

That the contemplated work, in the opinion of said City Council, is to be of more than local or ordinary public benefit, and the said City Council hereby makes the expense of the said work chargeable upon a districts, which said district s are described as follows:

1. All that certain territory of the City of Lindsay, included within the exterior boundary line shown upon that certain “Map of Landscape and Lighting Maintenance District Sierra View Estates” heretofore approved by the City Council of said City by Resolution No. 92-37, indicating that by said boundary line the extent of the territory included within the assessment district and which map is on file in the Office of the City Clerk of said City.
2. All that certain territory of the City of Lindsay, included within the exterior boundary line shown upon that certain “Map of Landscape and Lighting Maintenance District Heritage Park” heretofore approved by the City Council of said City by Resolution No. 96-11, indicating that by said boundary line the extent of the territory included within the assessment district and which map is on file in the Office of the City Clerk of said City.
3. All that certain territory of the City of Lindsay, included within the exterior boundary line shown upon that certain “Map of Landscape and Lighting Maintenance District Parkside Estates” heretofore approved by the City Council of said City by Resolution No. 01-74, indicating that by said boundary line the extent of the territory included within the assessment district and which map is on file in the Office of the City Clerk of said City.
4. All that certain territory of the City of Lindsay, included within the exterior boundary line shown upon that certain “Map of Landscape and Lighting Maintenance District Sweet Brier Plaza-Samoa” heretofore approved by the City Council of said City by Resolution No. 02-12, indicating that by said boundary line the extent of the territory included within the assessment district and which map is on file in the Office of the City Clerk of said City.
5. All that certain territory of the City of Lindsay, included within the exterior boundary line shown upon that certain “Map of Landscape and Lighting Maintenance District Sweet Brier Plaza-Hermosa” heretofore approved by the City Council of said City by Resolution No. 02-15, indicating that by said boundary line the extent of the territory included



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

within the assessment district and which map is on file in the Office of the City Clerk of said City.

6. All that certain territory of the City of Lindsay, included within the exterior boundary line shown upon that certain “Map of Landscape and Lighting Maintenance District Sierra Vista” heretofore approved by the City Council of said City by Resolution No. 07-17, indicating that by said boundary line the extent of the territory included within the assessment district and which map is on file in the Office of the City Clerk of said City.
7. All that certain territory of the City of Lindsay, included within the exterior boundary line shown upon that certain “Map of Landscape and Lighting Maintenance District Maple Valley” heretofore approved by the City Council of said City by Resolution No. 07-30, indicating that by said boundary line the extent of the territory included within the assessment district and which map is on file in the Office of the City Clerk of said City.
8. All that certain territory of the City of Lindsay, included within the exterior boundary line shown upon that certain “Map of Landscape and Lighting Maintenance District Pelous Ranch” heretofore approved by the City Council of said City by Resolution No. 09- 59 and Resolution No. 11-56, indicating that by said boundary line the extent of the territory included within the assessment district and which map is on file in the Office of the City Clerk of said City.

SECTION 4. REPORT OF ENGINEER

The City Council of said City has ordered preparation of the annual report of the Engineer of Work, which report indicates the amount of the proposed assessment, the district boundary, detailed description of improvements, and the method of assessment. The report titled “Engineer’s Report, Landscape and Lighting Maintenance Districts 2023-2024 Fiscal Year” will be filed in the Office of the City Clerk of said City and prepared for the 2023-2024 Fiscal Year in accordance with the Landscaping and Lighting Act of 1972.

Reference to said report is hereby made for all particulars for the amount and extent of the assessments and for the extent of the work.

SECTION 5. COLLECTION OF ASSESSMENTS

The assessment shall be collected at the time and in the same manner as County taxes are collected.

RESOLUTION NO. 23-22
Page 4 of 6



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

SECTION 6. TIME AND PLACE OF HEARING

Notice is hereby given that on the 27th day of June, 2023, at the hour of 6:00 p.m. or as soon thereafter as the matter may be heard in the City Council Chambers at 251 E. Honolulu, in the City of Lindsay, any and all persons having any objections to the work or extent of the assessment district, may appear and show cause why said work should not be done or carried out in accordance with this Resolution of Intention. The City Council will consider all oral and written protests.

SECTION 7. LANDSCAPING AND LIGHTING ACT OF 1972

All the work herein proposed shall be done and carried through in pursuance of an act of the legislature of the State of California designated The Landscaping and Lighting Act of 1972, being Division 15 of the Streets and Highways Code of the State of California.

SECTION 8. PUBLICATION OF RESOLUTION OF INTENT

Published notice shall be made pursuant to Section 6061 of the Government Code. The publication of the Notice of Hearing shall be completed at least 10 days prior to the date of the hearing.

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

MEETING DATE	June 13, 2023
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

HIPOLITO A. CERROS
MAYOR

Sierra View Estates Financial Status Report

ENGINEER'S REPORT FOR ASSESSMENT DISTRICT 92-01

Maintenance cost breakdown based on 92 lots with an estimated maint. Area of 46,096 square feet.

			Budgeted 2022-2023			Spent 2022-2023	Projected 2023-2024		
COUNTY FEES									
Assessment Fee	92		\$ 1.00		\$ 92.00	\$ 92.00	92	\$ 1.00	\$ 92.00
Roll Corrections	0		\$ 25.00		\$ -		0	\$ 25.00	\$ -
Reporting Fee	1		\$ 200.00		\$ 200.00	\$ 200.00	1	\$ 200.00	\$ 200.00
TOTAL					\$ 292.00	\$ 292.00			\$ 292.00
CITY COSTS*									
Engineering			\$ per hr				\$ per hr		
Office Support Staff			\$ 70.72	3.5	\$ 247.52		\$ 70.72	7	\$ 495.04
City Services Director			\$ 99.58	4	\$ 497.68		\$ 99.58	8	\$ 796.64
Associate Engineer					\$ -				\$ -
Administration									
City Manager			\$ 113.44	1.5	\$ 251.31		\$ 113.44	3	\$ 340.32
City Attorney			\$ 225.00	1.5	\$ 307.50		\$ 225.00	2	\$ 450.00
Finance Manager			\$ 97.81	3.5	\$ 342.34		\$ 97.81	7	\$ 684.67
City Clerk			\$ 67.78	4.5	\$ 305.01		\$ 67.78	6	\$ 406.68
TOTAL					\$ 1,951.36	\$ 3,000.00			\$ 3,173.35
WALL MAINTENANCE									
Graffiti Incidents									
TOTAL					\$ -				\$ -
UTILITIES									
			\$ per month	# months			\$ per month	# months	
Water used for irrigation		# Street Lights	\$ 122.00	12	\$ 1,464.00	\$ 832.46	\$ 69.37	12	\$ 832.46
SCE (Irrigation + Lighting)		19	\$ 7.50	12	\$ 1,710.00	\$ 1,770.85	\$ 7.77	12	\$ 1,770.85
TOTAL					\$ 3,174.00	\$ 2,603.31			\$ 2,603.31
CITY MAINTENANCE (Landscaping & Irrigation Maintenance/plants)									
			\$/hr	hrs			\$/hr	hrs	
Senior Employee					\$ -				\$ -
Regular Employee					\$ -				\$ -
Regular Employee					\$ -				\$ -
Specialty Contract Maintenance			\$ 1,129.00	12	\$ 13,548.00	\$ 14,393.00	\$ 1,298.00	12	\$ 15,576.00
Operational Supplies (Landscaping Equipment, Fuel & Oil, Seeding, Fertilizer, Plants, Trees, etc)			\$ 300.00	10	\$ 3,000.00	\$ 327.02	\$ 500.00	1	\$ 500.00
TOTAL					\$ 16,548.00	\$ 14,720.02			\$ 16,076.00
SUBTOTAL COSTS					\$ 21,965.36	\$ 20,615.33			\$ 22,144.66
Total Capital Improvement					\$ -				
Total assets						\$ 7,311.32			\$ 8,661.34
TOTAL COSTS					\$ 21,965.36				\$ 22,144.66
Costs per square foot of area		46096			\$ 0.48				\$ 0.48
					\$ 238.75				\$ 240.70
Assessment per Lot:		92			\$ 238.75				\$ 224.50

\$ 20,654.00
 \$ (14.25) Proposed decrease/increase per lot/year
 \$ (1.19) Proposed decrease/increase per lot/month

Budgeted 22-23	\$ 21,965.00
Received as of April 30, 2023	\$ 21,486.60
Balance deducting the County Fees	\$ 478.40
Per County Report as of April 30, 2023, Unpaid Balance from previous years	\$ 212.98
Total Owed to the City	\$ 691.38

Heritage Park Financial Status Report

ENGINEER'S REPORT FOR ASSESSMENT DISTRICT 96-01

Maintenance cost breakdown based on 37 lots with an estimated maint. Area of 11,600 square feet.

			Budgeted 2022-2023			Spent 2022-2023		Projected 2023-2024		
COUNTY FEES										
Assessment Fee			37	\$ 1.00	\$ 37.00	\$ 37.00		37	\$ 1.00	\$ 37.00
Roll Corrections			0	\$ 25.00	\$ -			0	\$ 25.00	\$ -
Reporting Fee			1	\$ 200.00	\$ 200.00	\$ 200.00		1	\$ 200.00	\$ 200.00
TOTAL					\$ 237.00	\$ 237.00				\$ 237.00
CITY COSTS*										
Engineering			\$ per hr	# hr				\$ per hr	# hr	
Office Support Staff			\$ 70.72	1.5	\$ 106.08			\$ 70.72	3.00	\$ 212.16
City Services Director			\$ 99.58	3	\$ 373.26			\$ 99.58	6.00	\$ 597.48
Associate Engineer					\$ -					\$ -
Administration										
City Manager			\$ 113.44	1	\$ 167.54			\$ 113.44	2.00	\$ 226.88
City Attorney			\$ 225.00	1	\$ 205.00			\$ 225.00	2.00	\$ 450.00
Finance Director			\$ 97.81	2	\$ 195.62			\$ 97.81	4.00	\$ 391.24
City Clerk			\$ 67.78	3	\$ 203.34			\$ 67.78	6.00	\$ 406.68
TOTAL					\$ 1,250.84	\$ 2,500.00				\$ 2,284.44
WALL MAINTENANCE										
Graffiti Incidents						\$ -				\$ -
TOTAL					\$ -	\$ -				\$ -
UTILITIES										
			\$ per month	# months				\$ per month	# months	
Water used for irrigation		# Street Lights	\$ 106.00	12	\$ 1,272.00	\$ 738.59		\$ 62.00	12	\$ 744.00
SCE (Irrigation + Lighting)		6	\$ 16.00	12	\$ 1,152.00	\$ 1,222.00		\$ 16.00	12	\$ 1,152.00
TOTAL					\$ 2,424.00	\$ 1,960.59				\$ 1,896.00
CITY MAINTENANCE (Landscaping & Irrigation Maintenance/plants)										
			\$/hr	hrs				\$/hr	hrs	
Senior Employee			\$ 18.92	0	\$ -				0	\$ -
Regular Employee			\$ 14.50	0	\$ -				0	\$ -
Regular Employee			\$ 14.50	0	\$ -				0	\$ -
Specialty Contract Maintenance			\$ 274.00	12	\$ 3,288.00	\$ 3,493.00		\$ 315.00	12	\$ 3,780.00
Operational Supplies (Landscaping Equipment, Fuel & Oil, Seeding, Fertilizer, Plants, Trees, etc)					\$ 500.00	\$ 3,000.00				\$ 3,500.00
TOTAL					\$ 3,788.00	\$ 6,493.00				\$ 7,280.00
SUBTOTAL COSTS										
					\$ 7,699.84	\$ 11,190.59				\$ 11,697.44
Total Capital Improvement										
Total assets										
						\$ 15,664.45				\$ 12,173.70
TOTAL COSTS										
					\$ 7,699.84	\$ 11,190.59				\$ 11,697.44
Costs per square foot of area		13635			\$ 0.66					\$ 1.01
					\$ 208.10					\$ 316.15
Assessment per Lot;		37			\$ 208.10					\$ 208.10

\$ - Proposed decrease/increase per lot/year
 \$ - Proposed decrease/increase per lot/month

Budgeted 22-23	\$ 7,699.70
Received as of April 30, 2023	\$ 7,179.45
Balance deducting the County Fees	\$ (520.25)
Per County Report as of April 30, 2023, Unpaid Balance from previous years	\$ -
Total Owed to the City	\$ (520.25)

Parkside Estates Financial Status Report

ENGINEER'S REPORT FOR ASSESSMENT DISTRICT 01-01

Maintenance cost breakdown based on 44 lots with an estimated maint. Area of 7,536 square feet.

		Budgeted 2022-2023			Spent 2022-2023		Projected 2023-2024		
COUNTY FEES									
Assessment Fee		44	\$ 1.00	\$ 44.00	\$ 44.00	44	\$ 1.00	\$ 44.00	
Roll Corrections		0	\$ 25.00	\$ -	\$ -	0	\$ 25.00	\$ -	
Reporting Fee		1	\$ 200.00	\$ 200.00	\$ 200.00	1	\$ 200.00	\$ 200.00	
TOTAL				\$ 244.00	\$ 244.00			\$ 244.00	
CITY COSTS*									
Engineering									
		\$ per hr	# hr			\$ per hr	# hr		
Office Support Staff		\$70.72	2	\$ 141.44		\$ 70.72	2	\$ 141.44	
City Services Director		\$124.42	3	\$ 373.26		\$ 99.58	8	\$ 796.64	
Associate Engineer				\$ -				\$ -	
Administration									
City Manager		\$167.54	1	\$ 167.54		\$ 113.44	1	\$ 113.44	
City Attorney		\$205.00	1	\$ 205.00		\$ 225.00	1	\$ 225.00	
Finance Director		\$97.81	2	\$ 195.62		\$ 97.81	2	\$ 195.62	
City Clerk		\$67.78	3	\$ 203.34		\$ 67.78	3	\$ 203.34	
TOTAL				\$ 1,286.20	\$ 1,675.48			\$ 1,675.48	
WALL MAINTENANCE									
Graffiti Incidents				\$ -	\$ -			\$ -	
TOTAL				\$ -				\$ -	
UTILITIES									
		\$ per month	# months			\$ per month	# months		
Water used for irrigation	# Street Lights	\$ 108.79	12	\$ 1,305.50	\$ 1,071.69	\$ 89.31	12	\$ 1,071.69	
SCE (Irrigation + Lighting)	6	\$ 22.58	12	\$ 270.98	\$ 602.84	\$ 50.24	12	\$ 602.84	
TOTAL				\$ 1,576.48	\$ 1,674.53			\$ 1,674.53	
CITY MAINTENANCE (Landscaping & Irrigation Maintenance/plants)									
		\$/hr	hrs			\$/hr	hrs		
Senior Employee									
Regular Employee									
Regular Employee									
Specialty Contract Maintenance		\$ 197.00	12	\$ 2,364.00	\$ 2,504.00	\$ 225.00	12	\$ 2,700.00	
Operational Supplies (Landscaping Equipment, Fuel & Oil, Seeding, Fertilizer, Plants, Trees, etc)				\$ 800.00	\$ 300.62			\$ 500.00	
TOTAL				\$ 3,164.00	\$ 2,804.62			\$ 3,200.00	
SUBTOTAL COSTS									
				\$ 6,270.68	\$ 6,398.63			\$ 6,794.01	
Total Capital Improvement									
				\$ -				\$ -	
Total assets									
					\$ 9,724.04				
TOTAL COSTS									
				\$ 6,270.68				\$ 6,794.01	
Costs per square foot of area	7368			\$ 0.85				\$ 0.92	
Assessment per Lot;	44			\$ 142.52				\$ 154.41	
				\$ 142.52				\$ 142.52	

\$ - Proposed decrease/increase per lot/year
 \$ - Proposed decrease/increase per lot/month

Budgeted 22-23	\$ 6,270.88
Received as of April 30, 2023	\$ 5,914.58
Balance deducting the County Fees	\$ 356.30
Per County Report as of April 30, 2023, Unpaid Balance from previous years	\$ (3,195.06)
Total Owed to the City	\$ (3,551.36)

Sweet Brier-Samoa Financial Status Report

ENGINEER'S REPORT FOR ASSESSMENT DISTRICT 02-01

Maintenance cost breakdown based on 6 lots with an estimated maint. Area of 4,924 square feet.

		Budgeted 2022-2023			Spent 2022-2023		Projected 2023-2024		
COUNTY FEES									
Assessment Fee		6	\$ 1.00	\$ 6.00	\$ 6.00	6	\$ 1.00	\$ 6.00	
Roll Corrections		0	\$ 25.00	\$ -	\$ -	0	\$ 25.00	\$ -	
Reporting Fee		1	\$ 200.00	\$ 200.00	\$ 200.00	1	\$ 200.00	\$ 200.00	
TOTAL				\$ 206.00	\$ 206.00			\$ 206.00	
CITY COSTS*									
Engineering			\$ per hr	# hr			\$ per hr	# hr	
Office Support Staff			\$ 70.72	1	\$ 70.72		\$ 70.72	3	\$ 212.16
City Services Director			\$ 124.42	2	\$ 248.84		\$ 99.58	4	\$ 398.32
Associate Engineer					\$ -				\$ -
Administration									
City Manager			\$ 167.54	1	\$ 167.54		\$ 113.44	1	\$ 113.44
City Attorney			\$ 205.00	1	\$ 205.00		\$ 225.00	1	\$ 225.00
Finance Director			\$ 97.81	2	\$ 195.62		\$ 97.81	2	\$ 195.62
City Clerk			\$ 67.78	3	\$ 203.34		\$ 67.78	2	\$ 135.56
TOTAL				\$ 1,091.06	\$ 1,280.10			\$ 1,280.10	
WALL MAINTENANCE									
Graffiti Incidents				\$ -	\$ -			\$ -	
TOTAL				\$ -	\$ -			\$ -	
UTILITIES									
			\$ per month	# months			\$ per month	# months	
Water used for irrigation			\$ -	12	\$ -	\$ 413.85	\$ 34.49	12	\$ 413.85
SCE (Irrigation + Lighting)			\$ -	12	\$ -	\$ 30.62	\$ 2.55	12	\$ 30.62
TOTAL					\$ -	\$ 444.47			\$ 444.47
ASPHALT FEES									
			SF	\$/SF			SF	\$/SF	
Resurfacing			3,128.00	\$ -	\$ -	\$ -	3,128.00	\$ -	\$ -
Striping			1.00	\$ -	\$ -	\$ -	1.00	\$ -	\$ -
TOTAL					\$ -	\$ -			\$ -
CITY MAINTENANCE (Landscaping & Irrigation Maintenance/plants)									
			\$/hr	hrs			\$/hr	hrs	
Senior Employee			\$ 18.92	0	\$ -			0	\$ -
Regular Employee			\$ 14.50	0	\$ -			0	\$ -
Regular Employee			\$ 14.50	0	\$ -			0	\$ -
Specialty Contract Maintenance			\$ 133.00	12	\$ 1,596.00	\$ 1,701.00	\$ 154.00	12	\$ 1,848.00
Operational Supplies (Landscaping Equipment, Fuel & Oil, Seeding, Fertilizer, Plants, Trees, etc)					\$ 501.00	\$ 516.00			\$ 501.00
TOTAL					\$ 2,097.00	\$ 2,217.00			\$ 2,349.00
SUBTOTAL COSTS									
					\$ 3,394.06	\$ 4,147.57			\$ 4,279.57
Total Capital Improvement	For Asphalt Resurfacing				\$ 450.00				\$ 450.00
Total assets						\$ 4,474.27			\$ 4,170.76
TOTAL COSTS					\$ 3,844.06	\$ 4,147.57			\$ 4,729.57
Costs per square foot of area	4924				\$ 0.78				\$ 0.96
					\$ 640.68				\$ 788.26
Assessment per Lot;	6				\$ 766.52				\$ 788.26

\$ 21.74 Proposed decrease/increase per lot/year
 \$ 1.81 Proposed decrease/increase per lot/month

Budgeted 22-23	\$ 4,599.12
Received as of April 30, 2023	\$ 4,599.12
Balance deducting the County Fees	\$ -
Per County Report as of April 30, 2023, Unpaid Balance from previous years	\$ -
Total Owed to the City	\$ -

Sweet Brier-Hermosa Financial Status Report

ENGINEER'S REPORT FOR ASSESSMENT DISTRICT 02-02

Maintenance cost breakdown based on 12 lots with an estimated maint. Area of 20,776 square feet.

		Budgeted 2022-2023			Spent 2022-2023		Projected 2023-2024		
COUNTY FEES									
Assessment Fee		12	\$ 1.00	\$ 12.00	\$ 12.00	12	\$ 1.00	\$ 12.00	
Roll Corrections		0	\$ 25.00	\$ -	\$ -	0	\$ 25.00	\$ -	
Reporting Fee		1	\$ 200.00	\$ 200.00	\$ 200.00	1	\$ 200.00	\$ 200.00	
TOTAL				\$ 212.00	\$ 212.00			\$ 212.00	
CITY COSTS*									
Engineering									
		\$ per hr	# hr			\$ per hr	# hr		
Office Support Staff		\$ 70.72	2	\$ 141.44		\$ 70.72	2	\$ 141.44	
City Services Director		\$ 124.42	1	\$ 124.42		\$ 99.58	4	\$ 398.32	
Associate Engineer			3	\$ -				\$ -	
Administration									
City Manager		\$ 167.54	1	\$ 167.54		\$ 113.44	1	\$ 113.44	
City Attorney		\$ 205.00	1	\$ 205.00		\$ 225.00	1	\$ 225.00	
Finance Director		\$ 97.81	2	\$ 195.62		\$ 97.81	2	\$ 195.62	
City Clerk		\$ 67.78	3	\$ 203.34		\$ 67.78	3	\$ 203.34	
TOTAL				\$ 1,037.36	\$ 1,277.16			\$ 1,277.16	
WALL MAINTENANCE									
Graffiti Incidents				\$ -	\$ -			\$ -	
TOTAL				\$ -	\$ -			\$ -	
UTILITIES									
		\$ per month	# months			\$ per month	# months		
SCE (Irrigation + Lighting)		\$ 67.36	12	\$ 808.29	\$ 289.85	\$ 24.15	12	\$ 289.85	
Water used for irrigation		\$ 55.91	12	\$ 670.87	\$ 780.13	\$ 65.01	12	\$ 780.13	
TOTAL				\$ 1,479.16	\$ 1,069.98			\$ 1,069.98	
ASPHALT FEES									
		SF	\$/SF			SF	\$/SF		
Resurfacing		11,542.00	\$ -	\$ -	\$ -	11,542.00	\$ -	\$ -	
Striping		1.00	\$ -	\$ -	\$ -	1.00	\$ -	\$ -	
TOTAL				\$ -	\$ -			\$ -	
CITY MAINTENANCE (Landscaping & Irrigation Maintenance/plants)									
		\$/hr	hrs			\$/hr	hrs		
Senior Employee		\$ -	14	\$ -		\$ -	14	\$ -	
Regular Employee		\$ -	80	\$ -		\$ -	80	\$ -	
Regular Employee		\$ -	80	\$ -		\$ -	80	\$ -	
Specialty Contract Maintenance		\$ 475.00	12	\$ 5,700.00	\$ 6,055.00	\$ 546.00	12	\$ 6,552.00	
Operational Supplies (Landscaping Equipment, Fuel & Oil, Seeding, Fertilizer, Plants, Trees, etc)				\$ 3,168.52	\$ 1,248.35			\$ 1,250.00	
TOTAL				\$ 8,868.52	\$ 7,303.35			\$ 7,802.00	
SUBTOTAL COSTS									
				\$ 11,597.04	\$ 9,862.49			\$ 10,361.14	
Total Capital Improvement									
					\$ -			\$ 1,235.90	
Total assets									
					\$ 833.49				
TOTAL COSTS									
				\$ 11,597.04				\$ 11,597.04	
Costs per square foot of area		6317.5		\$ 1.84				\$ 1.84	
				\$ 966.42				\$ 966.42	
Assessment per Lot;		12		\$ 966.42				\$ 966.42	

\$ - Proposed decrease/increase per lot/year
 \$ - Proposed decrease/increase per lot/month

Budgeted 22-23 \$ 11,597.04
 Received as of April 30, 2023 \$ 11,597.04
 Balance deducting the County Fees \$ -

Per County Report as of April 30, 2023, Unpaid Balance from previous years \$ -

Total Owed to the City \$ -

Sierra Vista Estates Financial Status Report

ENGINEER'S REPORT FOR ASSESSMENT DISTRICT 07-01

Maintenance cost breakdown based on 19 lots with an estimated maint. Area of 22,200 square feet.

COUNTY FEES	Projected in 2007-2008 Maintenance			Budgeted 2022-2023			Spent 2022-2023			Projected 2023-2024		
	19	\$ 1.00	\$ 19.00	19	\$ 1.00	\$ 19.00	19.00	\$ 19.00	19	\$ 1.00	\$ 19.00	
Assessment Fee												
Roll Corrections	1	\$ 25.00	\$ 25.00	0	\$ 25.00	\$ -	\$ -	0	\$ 25.00	\$ -		
Reporting Fee	1	\$ 200.00	\$ 200.00	1	\$ 200.00	\$ 200.00	\$ 200.00	1	\$ 200.00	\$ 200.00		
TOTAL			\$ 244.00			\$ 219.00	\$ 219.00			\$ 219.00		
CITY COSTS*												
Engineering		\$ per hr	# hr		\$ per hr	# hr			\$ per hr	# hr		
Office Support Staff		\$ 33.34	8	\$ 266.72	\$ 50.56		\$ -	\$ 70.72	1	\$ 70.72		
City Services Director		\$ 82.99	5	\$ 414.95	\$ 113.29		\$ -	\$ 99.58	10	\$ 995.80		
Associate Engineer		\$ 43.97	17	\$ 747.49	\$ 82.96	4	\$ 331.84			\$ -		
Administration												
City Manager		\$ 114.06	1	\$ 114.06	\$ 131.92	4	\$ 527.68	\$ 113.44	2.5	\$ 283.60		
City Attorney		\$ 125.00	1	\$ 125.00	\$ 190.00	5	\$ 950.00	\$ 225.00	1	\$ 225.00		
Finance Director		\$ 69.98	1	\$ 69.98	\$ 93.70	1	\$ 93.70	\$ 97.81	1.5	\$ 146.72		
City Clerk				\$ 61.28	3	\$ 183.84	\$ 67.78	5	\$ 338.90			
TOTAL			\$ 1,738.20			\$ 2,087.06				\$ 2,060.74		
WALL MAINTENANCE						0				0		
Graffiti Incidents			\$ 1,140.00			\$ -	\$ -			\$ -		
TOTAL			\$ 1,140.00			\$ -	\$ -			\$ -		
UTILITIES		No. of Street Lights	\$ per month	# months	\$ per month	# months		\$ per month	# months			
Water used for irrigation			\$ 140.00	12	\$ 1,680.00	12	\$ -	\$ 40.00	12	\$ 480.00		
SCE (Irrigation + Lighting)	4		\$ 58.50	12	\$ 2,808.00	12	\$ 701.96	\$ 720.00	12	\$ 720.00		
TOTAL			\$ 4,488.00			\$ 701.96	\$ 720.00			\$ 1,200.00		
CITY MAINTENANCE (Landscaping & Irrigation Maintenance/plants)		\$/hr	hrs	\$/hr	hrs			\$/hr	hrs			
Senior Employee		\$ 18.92	27.5	\$ 520.30	\$ -	40	\$ -	\$ -	40	\$ -		
Regular Employee		\$ 14.50	70	\$ 1,015.00	\$ -	70	\$ -	\$ -	70	\$ -		
Regular Employee		\$ 14.50	70	\$ 1,015.00	\$ -	70	\$ -	\$ -	70	\$ -		
Specialty Contract Maintenance				\$ 83.33	12	\$ 999.96	\$ 1,171.22	\$ 125.00	12	\$ 1,500.00		
Operational Supplies (Weed abatement, Landscaping Equipment, Fuel & Oil, Seeding, Fertilizer, Plants, Trees, etc)			\$ 837.76			\$ -	\$ 1,250.00	\$ 1,125.00	1	\$ 1,125.00		
TOTAL			\$ 3,388.06			\$ 999.96	\$ 2,421.22			\$ 2,625.00		
SUBTOTAL COSTS			\$ 10,998.26			\$ 4,007.98	\$ 3,141.22			\$ 6,104.74		
Total Capital Improvement			\$ 90,000.00				\$ 45,883.55			\$ -		
Total assets			\$ -			\$ 27,383.36	\$ 33,796.10			\$ -		
City Portion to Contribute*			\$ 10,998.26			\$ 12,087.45				\$ -		
Costs per square foot of area	22200		\$ 0.50			\$ -				\$ 0.27		
			\$ 578.86			\$ -				\$ 321.30		
Assessment per Lot;	19		\$ 502.84			\$ 502.84				\$ 321.30		

Council Approved Budget		
Fund Balance from 889		\$ 38,674.00
City To pay remainder		\$ 16,473.00
		<u>\$ 55,147.00</u>
Weed abatement		\$ 1,250.00
Capital Improvement Expenditures		
United Rental		\$ 3,778.96
Gold DG		\$ 11,745.00
Trees		\$ 4,557.40
Irrigation		\$ 2,100.00
Main water connection		\$ 2,326.35 *
USA Labor	\$ 34.56	\$ 11,059.20
Joseph	\$ 80.00	\$ 1,920.00 *
baldo	\$ 100.00	\$ 800.00 *
Neyba	\$ 99.58	\$ 796.64 *
Marshall	\$ 70.00	\$ 2,800.00 *
Rey	\$ 50.00	\$ 4,000.00 *
		<u>\$ 45,883.55</u>

*City Portion

\$ (181.54) Proposed decrease/increase per lot/year
 (\$15.13) Proposed decrease/increase per lot/month

Budgeted 22-23	\$ 9,553.96
Received as of April 30, 2023	
Balance deducting the County Fees	<u>\$ (9,553.96)</u>
Per County Report as of April 30, 2023, Unpaid Balance from previous years	\$ -
Total Owed to the City	\$ 9,553.96

Maple Valley Estates Financial Status Report

ENGINEER'S REPORT FOR ASSESSMENT DISTRICT 07-02

Maintenance cost breakdown based on 42 lots with an estimated maint. Area of 1,720 square feet.

COUNTY FEES	Budgeted 2022-2023			Spent 2022-2023		Projected 2023-2024		
Assessment Fee	42	\$ 1.00	\$ 42.00	\$ 42.00	42	\$ 1.00	\$ 42.00	
Roll Corrections	0	\$ 25.00	\$ -		0	\$ 25.00	\$ -	
Reporting Fee	1	\$ 200.00	\$ 200.00	\$ 200.00	1	\$ 200.00	\$ 200.00	
TOTAL			\$ 242.00	\$ 242.00			\$ 242.00	
CITY COSTS*								
Engineering		\$ per hr	# hr			\$ per hr	# hr	
Office Support Staff		\$ 50.56	2	\$ 101.12		\$ 70.72	2.5	\$ 176.80
City Services Director		\$ 113.29	1	\$ 113.29		\$ 99.58	4	\$ 398.32
Associate Engineer		\$ 82.96	3	\$ 248.88				\$ -
Administration			\$ -					
City Manager		\$ 131.92	1	\$ 131.92		\$ 113.44	1	\$ 113.44
City Attorney		\$ 190.00	1	\$ 190.00		\$ 225.00	1	\$ 225.00
Finance Director		\$ 93.70	2	\$ 187.40		\$ 97.81	2	\$ 195.62
City Clerk		\$ 61.28	3	\$ 183.84		\$ 67.78	3	\$ 203.34
TOTAL			\$ 1,156.45	\$ 1,312.52			\$ 1,312.52	
WALL MAINTENANCE								
Graffiti Incidents			\$ -	\$ -				\$ -
TOTAL			\$ -	\$ -				\$ -
UTILITIES	No. of Street Lights	\$ per month	# months			\$ per month	# months	
Water used for irrigation		\$ 42.34	12	\$ 508.08	\$ 665.40	\$ 55.45	12	\$ 665.40
SCE (Irrigation + Lighting)	4	\$ 17.39	12	\$ 834.72	\$ 720.48	\$ 15.01	12	\$ 720.48
TOTAL			\$ 1,342.80	\$ 1,385.88				\$ 1,385.88
CITY MAINTENANCE (Landscaping & Irrigation Maintenance/plants)		\$/hr	hrs			\$/hr	hrs	
Senior Employee		\$ 18.92		\$ -		\$ 18.92		\$ -
Regular Employee		\$ 14.50		\$ -		\$ 14.50		\$ -
Regular Employee		\$ 14.50		\$ -		\$ 14.50		\$ -
Specialty Contract Maintenance		\$ 45.00	12	\$ 540.00	\$ 590.00	\$ 55.00	12	\$ 660.00
Operational Supplies (Landscaping Equipment, Fuel & Oil, Seeding, Fertilizer, Plants, Trees, etc)				\$ 350.00	\$ 571.00			\$ 600.00
TOTAL				\$ 890.00	\$ 1,161.00			\$ 1,260.00
SUBTOTAL COSTS				\$ 3,631.25	\$ 4,101.40			\$ 4,200.40
Total Capital Improvement								
Total assets					\$ 2,733.75			
TOTAL COSTS				\$ 3,631.25				\$ 4,200.40
Costs per square foot of area	1720			\$ 86.46				\$ 100.01
Assessment per Lot;	42			\$ 86.12				\$ 100.00

\$ 13.88 Proposed decrease/increase per lot/year
 \$ 1.16 Proposed decrease/increase per lot/month

Budgeted 22-23	\$ 3,617.04
Received as of April 30, 2023	\$ 3,401.74
Balance deducting the County Fees	\$ (215.30)
Per County Report as of April 30, 2023, Unpaid Balance from previous years	\$ 43.23
Total Owed to the City	\$ (258.53)

Pelous Ranch Financial Status Report

ENGINEER'S REPORT FOR ASSESSMENT DISTRICT 09-01

Maintenance cost breakdown based on 105 lots with an estimated maint. Area of 27,593.1 square feet.

	Budgeted 2022-2023			Spent 2022-2023		Projected 2023-2024				
COUNTY FEES										
Assessment Fee	105	\$ 1.00	\$ 105.00	\$ 105.00		105	\$ 1.00	\$ 105.00		
Roll Corrections	0	\$ 25.00	\$ -			0	\$ 25.00	\$ -		
Reporting Fee	1	\$ 200.00	\$ 200.00	\$ 200.00		1	\$ 200.00	\$ 200.00		
TOTAL			\$ 305.00	\$ 305.00				\$ 305.00		
CITY COSTS*										
Engineering		\$ per hr	# hr			\$ per hr	# hr			
Office Support Staff		\$ 50.56	10	\$ 505.60		\$ 70.72	12	\$ 848.64		
City Services Director		\$ 113.29	4	\$ 453.16		\$ 99.58	10	\$ 995.80		
Associate Engineer		\$ 82.96	16	\$ 1,327.36				\$ -		
Administration										
City Manager		\$ 131.92	4	\$ 527.68		\$ 113.44	4	\$ 453.76		
City Attorney		\$ 190.00	4	\$ 760.00		\$ 225.00	4	\$ 900.00		
Finance Director		\$ 93.70	6	\$ 562.20		\$ 97.81	6	\$ 586.86		
City Clerk		\$ 61.28	9	\$ 551.52		\$ 67.78	9	\$ 610.02		
TOTAL				\$ 4,687.52	\$ 4,395.08			\$ 4,395.08		
WALL MAINTENANCE										
Graffiti Incidents				\$ -	\$ -			\$ -		
TOTAL				\$ -	\$ -			\$ -		
UTILITIES		\$ per month	# months			\$ per month	# months			
Water used for irrigation		# Street Lights		\$ 161.40	12	\$ 1,936.80	\$ 3,831.20	\$ 319.27	12	\$ 3,831.20
SCE (Irrigation + Lighting)		29		\$ 591.92	12	\$ 7,103.04	\$ 5,082.19	\$ 423.52	12	\$ 5,082.19
TOTAL				\$ 9,039.84		\$ 8,913.39				\$ 8,913.39
CITY MAINTENANCE (Landscaping & Irrigation Maintenance/plants)		\$/hr	hrs			\$/hr	hrs			
Senior Employee		\$ 18.92		\$ -		\$ 18.92		\$ -		
Regular Employee		\$ 14.50		\$ -		\$ 14.50		\$ -		
Regular Employee		\$ 14.50		\$ -		\$ 14.50		\$ -		
Specialty Contract Maintenance		\$ 509.00	12	\$ 6,108.00	\$ 8,423.21	\$ 509.00	12	\$ 6,108.00		
Operational Supplies (Landscaping Equipment, Fuel & Oil, Seeding, Fertilizer, Plants, Trees, etc)				\$ 500.00				\$ 500.00		
TOTAL				\$ 6,608.00	\$ 8,423.21			\$ 6,608.00		
SUBTOTAL COSTS				\$ 20,640.36	\$ 22,036.68			\$ 20,221.47		
Total Capital Improvement										
Total assets				\$ 24,151.08	\$ 18,139.42			\$ 11,852.74		
TOTAL COSTS				\$ 20,640.36				\$ 20,221.47		
Costs per square foot of area	25877			\$ 0.80				\$ 0.78		
Assessment per Lot;	105			\$ 150.00				\$ 160.00		

\$ 10.00 Proposed decrease/increase per lot/year
 \$ 0.83 Proposed decrease/increase per lot/month

Budgeted 22-23	\$ 15,750.00
Received as of April 30, 2023	\$ 15,750.00
Balance deducting the County Fees	\$ -
Per County Report as of April 30, 2023, Unpaid Balance from previous years	\$ -
Total Owed to the City	\$ -

CITY OF LINDSAY

PARKSIDE
ESTATES 01-01

PELOUS RANCH
09-01

SIERRA VIEW
ESTATES 92-01

MAPLE VALLEY
07-02

SIERRA VISTA
ESTATES 07-01

HERITAGE PARK
96-01

SWEET BRIER PLAZA-
SAMOA 02-01

SWEET BRIER PLAZA-
HERMOSA 02-02

LEGEND

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



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

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



STAFF REPORT

TO: Lindsay City Council
FROM: Joseph M. Tanner, City Manager
DEPARTMENT: City Manager
ITEM NO.: 11.1
MEETING DATE: June 13, 2023

ACTION & RECOMMENDATION

City Financial Update and Consideration of Approval of Resolution No. 23-19, A Resolution of the City Council of the City of Lindsay Continuing Expenditures and Revenues in Accordance with the Adopted Fiscal Year 2022-2023 Operating Budget and Fiscal Years 2023-2027 Five-Year Capital Improvement Plan Budget in Lieu of Fiscal Year 2023-2024 Budget and Five-Year Capital Improvement Plan Budget

Staff recommends that the City Council approve Resolution No. 23-19 and grant authorization of 60-day extension to prepare and present the Fiscal Year 2023-2024 Operating Budget and Five-Year Capital Improvement Plan Budget for adoption to ensure that the City meets payroll and contractual obligations as well as continues to provide necessary services to the community.

BACKGROUND | ANALYSIS

Section 8.02 of the Lindsay City Charter states “On or before the first day of the last month of each fiscal year the City Manager shall submit to the City Council a budget for the ensuing fiscal year, and an accompanying message”. Section 8.05 of said Charter states “The City Council shall adopt the budget on or before the last day of the last month of the fiscal year currently ending. If the Council fails to adopt the budget by the date prescribed in this Charter then the budget as recommended by the City Manager shall go into effect. Similarly, Section 8.09 of the Charter states “The City Manager annually shall prepare and submit to the City Council a five year Capital Program, which Program shall be submitted as a separate part of but be considered by the Council concurrent with the Annual Budget”.

On June 14, 2022, the City Council duly reviewed, passed, and adopted the Fiscal Year 2022-2023 Operating Budget and Fiscal Years 2023-2027 Five-Year Capital Improvement Plan Budget via Resolution No. 22-33.

The City is in the process of preparing the Fiscal Year 2023-2024 Proposed Citywide Operating Budget.

However, due to the disaster declaration currently in effect, flood recovery demands, staff turnover, prolonged vacant positions, and other unforeseen extenuating and emergency circumstances the proposed budget cannot be timely completed and presented to City Council by June 30, 2023.

If the City Council does not adopt a budget by June 30, 2023, for the ensuing fiscal year, the City Council may adopt a ‘Continuing Resolution’ (to carry forward the prior fiscal year's appropriations) to ensure that the City meets payroll and contractual obligations as well as continues to provide necessary services to the community. Therefore, staff recommends that the City Council adopt Resolution No. 23-19, attached to this report and authorize a 60-day extension to prepare and present the Fiscal year 2023-2024 Operating Budget and Five-Year Capital Improvement Plan Budget for adoption.

It is also important to note that there have been significant Staff shortages and turnover in essential and critical departments within the City, such as the Finance Department. The Finance & Accounting Manager position has been vacant for over a year, the Finance Director resigned in April of 2023, and currently the departments operations are being sustained with temporary staff and consultants. In addition, the March 2023 flood proved a significant emergency that further strained City Staff resources to effectively respond to the flood requirements and maintain daily operations and demands ongoing.

The above referenced issues contributed in a large measure to the delay in preparation of the proposed 2023-2024 operating budget. The budget preparation process is currently underway. However, City Staff are electing to take the necessary time and adequate measures to ensure that the City Council is presented with a complete and quality budget plan rather than one that is rushed in efforts to meet the June 30, 2023, deadline.

FISCAL IMPACT

Adoption of the continuing appropriation will enable the City to continue its operations and services as well as meet its financial obligations – uninterrupted.

ATTACHMENTS

- Resolution No. 23-19



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

NUMBER 23-19

TITLE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY CONTINUING EXPENDITURES AND REVENUES IN ACCORDANCE WITH THE ADOPTED FISCAL YEAR 2022-2023 OPERATING BUDGET AND FISCAL YEARS 2023-2027 FIVE-YEAR CAPITAL IMPROVEMENT PLAN BUDGET IN LIEU OF FISCAL YEAR 2023-2024 BUDGET AND FIVE-YEAR CAPITAL IMPROVEMENT PLAN BUDGET

MEETING At a regularly scheduled meeting of the City of Lindsay City Council held on June 13, 2023, at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

WHEREAS, on June 14, 2022, the City Council duly reviewed, passed, and adopted the Fiscal Year 2022-2023 Operating Budget and Fiscal Years 2023-2027 Five-Year Capital Improvement Plan Budget via Resolution No. 22-33; and

WHEREAS, on March 14, 2023, the City of Lindsay found that conditions of extreme peril to the safety of persons and property arose within the City, thus declaring the existence of a local disaster; and

WHEREAS, the existence of a local disaster currently remains in effect; and

WHEREAS, adoption by the City Council of the Fiscal Year 2023-2024 Operating Budget and Five-Year Capital Improvement Plan Budget will be delayed due to said unforeseen extenuating and emergency circumstances; and

WHEREAS, the Fiscal Year 2022-2023 Budget period ends on June 30, 2023; and

WHEREAS, the City Council hereby deems it appropriate and necessary to continue the operation of City services in accordance with the adopted Fiscal Year 2022-2023 Operating Budget and Fiscal Years 2023-2027 Five-Year Capital Improvement Plan Budget until the passage of the Fiscal Year 2023-2024 Operating Budget and Five-Year Capital Improvement Plan Budget.

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

SECTION 1. The foregoing recitals are true and correct and incorporated herein by reference.

SECTION 2. The City Council does hereby continue the Fiscal Year 2022-2023 Annual Operating Budget and Fiscal Years 2023-2027 Five-Year Capital Improvement Plan Budget in full force and effect until the City Council

RESOLUTION NO. 23-19

Page 1 of 2



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

adoption of the Fiscal Year 2023-2024 Operating Budget on or before August 30, 2023.

SECTION 3. Upon adoption of a Resolution adopting the Fiscal Year 2023-2024 Operating Budget and Five-Year Capital Improvement Plan Budget, this resolution shall have no further force and effect.

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

MEETING DATE	June 13, 2023
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

HIPOLITO A. CERROS
MAYOR