



# LINDSAY CITY COUNCIL REGULAR MEETING AGENDA

**November 12, 2024, 6:00 P.M.**  
City Hall, 251 E. Honolulu St., Lindsay, CA 93247

**Mayor**  
Ramiro Serna  
**Mayor Pro Tem**  
Yolanda Flores  
**Councilmembers**  
Hipolito Angel Cerros  
Rosaena Sanchez  
Misty Villarreal

Notice is hereby given that the Lindsay City Council will hold a Regular Meeting on Tuesday, November 12, 2024 at 6:00 p.m. in person and live via YouTube.

 **City of Lindsay YouTube Channel:** <https://www.youtube.com/@CityofLindsay>



Se anima a los hispanohablantes a asistir a las próximas reuniones del Concejo Municipal de Lindsay. Para traducción al español, comuníquese con la oficina de la Secretaria Municipal por teléfono, (559) 562-7102 ext. 8034, o regístrese unos minutos antes en el momento de la reunión del Consejo.

## Rules for Addressing the City Council:

- Members of the public may address the City Council on matters within the jurisdiction of the City of Lindsay.
- Persons wishing to address Council concerning an item on the agenda will be invited to address the Council during the time that Council is considering that agenda item. Persons wishing to address Council concerning issues not on the agenda will be invited to address Council during the Public Comment portion of the meeting.
- When invited by the Mayor to speak, please step up to the lectern, state your name and city of residence, and make your comments. Comments are limited to three minutes per speaker.

## Americans with Disabilities Act

Pursuant to the Americans with Disabilities Act, 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 [mpeton@lindsay.ca.us](mailto:mpeton@lindsay.ca.us).

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance is to be led by Councilmember Villarreal.
4. **ROLL CALL**
5. **APPROVAL OF AGENDA**
6. **PUBLIC COMMENT** – The public is invited to comment on any subject under the jurisdiction of the Lindsay City Council. Please note that speakers that wish to comment on a Regular Item or Public Hearing on tonight's agenda will have an opportunity to speak when public comment for that item is requested by the Mayor. Comments shall be limited to three (3) minutes per person, with thirty (30) minutes for the total comment period, unless otherwise indicated by the Mayor. The public may also choose to submit a comment before the meeting via email. Public comments received via email will be distributed to the Council prior to the start of the meeting and incorporated into the official minutes; however, they will not be read aloud. Under state law, matters presented under public comment cannot be acted upon by the Council at this time.
7. **COUNCIL REPORT**
8. **STAFF UPDATES** – City Services, Finance, Human Resources, Public Safety, Recreation Services
9. **CITY MANAGER REPORT**

- 10. CONSENT CALENDAR** – Routine items approved in one motion unless an item is pulled for discussion. There will be no separate discussion of these matters unless a request is made, in which event the item will be removed from the Consent Calendar to be discussed and voted upon by a separate motion.
- 10.1 Waive the Reading of Ordinance and Approve by Title Only.**  
**Action & Recommendation:** Approve the reading by title only of all ordinances and that further reading of such ordinances be waived.  
**Submitted by:** Maegan Peton, City Clerk
- 10.2 Minutes of the Regular and/or Special Meeting of October 22, 2024.**  
**Action & Recommendation:** Approve as submitted.  
**Submitted by:** Maegan Peton, City Clerk
- 10.3 Warrant List for October 14, 2024 Through November 2, 2024.**  
**Action & Recommendation:** Accept the Warrant List for transactions dated October 14, 2024, through November 2, 2024.  
**Submitted by:** Lacy Meneses, Director of Finance
- 10.4 October 2024 Monthly Treasurer's Report.**  
**Action & Recommendation:** Accept the October 2024 Monthly Treasurer's Report.  
**Submitted by:** Lacy Meneses, Director of Finance
- 10.5 SB 125 Program Cooperative Agreement.**  
**Action & Recommendation:** Authorize the Mayor or Mayor Pro Tem to execute the SB 125 Program Cooperative Agreement with the Tulare County Association of Governments (TCAG) granting the City access to crucial funding for transit improvements that will benefit the community.  
**Submitted by:** Daymon Qualls, City Manager
- 11. PRESENTATIONS**
- 11.1 Kristar Downtown Development**  
**Presented by:** John Startz, Kristar Development
- 12. ACTION ITEMS**
- 12.1 Tyler Technologies ERP Pro 10 Financial Management Suite.**  
**Action & Recommendation:** Approve and authorize the Mayor or Mayor Pro Tem to sign a contract with Tyler Technologies in the amount of \$107,520.00 for the initial implementation, an annual cost of \$48,603.00 for 1-3 years, and a 3-5% increase in year 4 to \$50,061.09.  
**Submitted by:** Lacy Meneses, Director of Finance
- 12.2 Amendment of the Lindsay Economic Development Committee Bylaws.**  
**Action & Recommendation:** Approve Resolution 24-39 amending the bylaws for the Lindsay Economic Development Committee.  
**Submitted by:** Maegan Peton, City Clerk and Assistant to the City Manager
- 12.3 Lindsay Economic Development Committee Member Appointments.**  
**Action & Recommendation:** Select up to five (5) members from the eligible applications provided to serve as Committee Members on the Lindsay Economic Development Committee.  
**Submitted by:** Maegan Peton, City Clerk and Assistant to the City Manager

#### **12.4 Obligate Remaining ARPA Funds.**

**Action & Recommendation:** Approve Resolution 24-40 reallocating the remaining Coronavirus State and Local Fiscal Recovery Funds (SLFRF) established by the American Rescue Plan Act of 2021.

**Submitted by:** Lacy Meneses, Director of Finance

#### **12.5 Release Request for Proposals for Wastewater Treatment Plant Bar Screen Design/Build Project.**

**Action & Recommendation:** Grant authorization to release a Request for Proposals (RFP) for the design and construction of a bar screen at the wastewater treatment plant, including detailed engineering and customization to meet facility specifications, along with adopt of the project budget.

**Submitted by:** Ryan Heinks, Acting Director of City Services

### **13. PUBLIC HEARINGS**

#### **13.1 1467 W. Tulare Road – Parcel Map.**

**Action & Recommendation:** Approve Resolution 24-41 of the City Council of the City of Lindsay approving the final Parcel Map No. 23-02 as requested by LAV/Pinnacle Engineering on behalf of property owner Nagi Mosh for the property located at 1467 W. Tulare Road off of Highway 65 (APN 199-050-067-000) in the Highway Commercial (CH) and Residential Multifamily (RM-3) zones, and finding that the project is exempt from review under the California Environmental Quality Act (CEQA) pursuant to section 15315.

**Submitted by:** Kira Stowell, Contract City Planner

#### **13.2 Extension of CUP 23-01 Mini Storage**

**Action & Recommendation:** Approve Resolution 24-42, an extension of Conditional Use Permit No. 23-01 for a mini storage facility located North of Tulare Road, West of the Southern Pacific Railroad Tracks (a portion of APN 201-170-010).

**Submitted by:** Extension of CUP 23-01 Mini Storage

### **14. EXECUTIVE (CLOSED) SESSION**

#### **14.1 Conference with Legal Counsel – Existing Litigation (§ 54956.9)**

Name of Case: Guzman v. City of Lindsay, Case No. VCU307086

#### **14.2 Conference with Legal Counsel – Existing Litigation (§ 54956.9)**

Name of Case: Carrillo v. City of Lindsay, Case No. VCU306195

### **15. REQUEST FOR FUTURE ITEMS**

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

#### **AFFIDAVIT OF POSTING AGENDA**

I hereby certify, in conformance with Government Code Sections 54954.2 and 54956, this agenda was posted in the bulletin board at the front of City Hall, 251 E Honolulu St., as well as on the City of Lindsay's website ([www.lindsay.ca.us](http://www.lindsay.ca.us)).



DATE & TIME POSTED: Thursday, November 7, 2024 at 5:00 p.m.

Maegan Peton, City Clerk



## LINDSAY CITY COUNCIL REGULAR MEETING MINUTES

Lindsay Council Chambers  
251 E Honolulu St., Lindsay CA 93247

Tuesday, October 22, 2024  
6:00 p.m. – Regular Meeting

Proper notice of this meeting was given pursuant to Government Code Section 54954.2 and 54956.

**STAFF PRESENT:** City Manager Daymon Qualls, City Attorney Megan Crouch (Virtual), Director of Public Safety Rob Moore, Acting Human Resources Manager Lance Rowell, Director of Finance Lacy Meneses, Director of Recreation Services Armando da Silva, Acting City Services Director Ryan Heinks, Administrative Supervisor Marshall Chairez, Administrative Supervisor Vanessa Duran.

### 6:00 p.m. – REGULAR MEETING

#### 1. CALL TO ORDER

Mayor Serna called to order the regular meeting of the Lindsay City Council at 6:00 p.m. in the Council Chambers located at 251 E. Honolulu St.

#### 2. INVOCATION

The invocation was provided by Mayor Serna.

#### 3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Serna.

#### 4. ROLL CALL

**Council Present:** Mayor Ramiro Serna  
Mayor Pro Tem Yolanda Flores  
Councilmember Hipolito Cerros  
Councilmember Misty Villarreal

**Council Absent:** Councilmember Rosaena Sanchez (with notice)

#### 5. APPROVAL OF AGENDA

It was motioned by Mayor Pro Tem Flores, seconded by Councilmember Cerros, and carried 4 to 0 (Councilmember Sanchez absent) to approve the agenda.

#### 6. PUBLIC COMMENT

Lindsay High School students Raul Navarrete and Miriam Gonzalez provided public comment related to upcoming projects in the community.

Basilio Huerta expressed concerns regarding the water, noting that the taste is off, hydrants need to be flushed, there are leaks in the area, and additional water services are needed.



## 7. COUNCIL REPORT

Councilmember Cerros reported that he attended the League of California Cities Annual Conference, and that the Resolution presented at the conference was passed. He also reported that he attended a workshop at the Conference covering AI in government. Councilmember Cerros invited the public to the Pickleball Courts Ribbon Cutting event on October 23<sup>rd</sup> and encouraged constituents to vote.

Councilmember Villarreal reported that she attended the League of California Cities Annual Conference where she attended several informative seminars.

Mayor Pro Tem Flores advised that she had nothing to report.

Mayor Serna reported that he also attended the League of California Cities Annual Conference. He also was in attendance for TCAG, TCRTA, and the TCTA meetings.

## 8. CITY MANAGER REPORT

The City Manager reported on recent events and items of interest.

## 9. STAFF UPDATES

City staff provided updates for Council review.

## 10. CONSENT CALENDAR

It was motioned by Councilmember Cerros, seconded by Councilmember Villarreal and carried 4 to 0 (Councilmember Sanchez absent) to approve the items on the Consent Calendar as presented.

### 10.1 Waive the Reading of Ordinance and Approve by Title Only.

**Action & Recommendation:** Approve the reading by title only of all ordinances and that further reading of such ordinances be waived.

**Submitted by:** Maegan Peton, City Clerk

### 10.2 Minutes of the Regular and/or Special Meeting of October 8, 2024.

**Action & Recommendation:** Approve as submitted.

**Submitted by:** Maegan Peton, City Clerk

### 10.3 Warrant List for September 30, 2024, Through October 13, 2024.

**Action & Recommendation:** Accept the Warrant List for transactions dated September 30, 2024, through October 13, 2024.

**Submitted by:** Lacy Meneses, Director of Finance

### 10.4 Letter of Support for Caltrans District 6 Director Position.

**Action & Recommendation:** Authorize the City Manager to prepare and submit a letter of support for Nabeelah Abi-Rached to be the next District 6 Director.

**Submitted by:** Daymon Qualls, City Manager

## 11. ACTION ITEMS

### 11.1 Approve 2023/2024 Unaudited Actuals Report.

**Action & Recommendation:** Approve the City of Lindsay Unaudited Actuals Report.

**Submitted by:** Lacy Meneses, Director of Finance

**Public Comment:** There were no public comments.

**Council Action:** It was motioned by Mayor Pro Tem Flores, seconded by Councilmember Cerros, and carried 4 to 0 (Councilmember Sanchez absent) to approve the item as presented.

### **11.2 2024/2025 Water & Sewer Funds Budget Amendment.**

**Action & Recommendation:** Approve the City of Lindsay revised budget.

**Submitted by:** Lacy Meneses, Director of Finance

**Public Comment:** There were no public comments.

**Council Action:** It was motioned by Councilmember Cerros, seconded by Mayor Serna, and carried 4 to 0 to approve the item as presented.

## **12. PUBLIC HEARINGS**

### **12.1 Proposition 218 Process and Approval of 2024 Water And Sewer Rates.**

**Action & Recommendation:** Staff recommends Council take the following actions:

1. Receive the Water and Sewer Rate Study Report by Bartle Wells and Associates as final.
2. Conduct Proposition 218 public hearing increasing Water and Sewer rates for the City of Lindsay.
3. Adopt Resolution 24-37 approving a rate increase for Water Services.
4. Adopt Resolution 24-38 approving a rate increase for Sewer Services.

**Submitted by:** Lacy Meneses, Director of Finance

Neyba Amezcua, Principal Project Manager-QK, Inc.

Erik Helgeson, Bartle Wells Associates

**Public Hearing Open:** The Public Hearing opened at 7:29 p.m.

**Public Comment:** Public comment was provided by Grant Schimelpfening from the Lindsay Unified School District, requesting a review of how the rates affect enterprise water users, claiming that the increase would negatively impact the school and its students.

**Public Hearing Closed:** The Public Hearing closed at 7:33 p.m.

**Council Action:** During the Proposition 218 Public Hearing process, there were no protest letters received. After discussion, the following actions took place:

It was motioned by Councilmember Cerros, seconded by Councilmember Villarreal, and carried 4 to 0 to receive the Water and Sewer Rate Study Report by Bartle Wells and Associates as final.

It was motioned by Councilmember Villarreal, seconded by Mayor Pro Tem Flores, and carried 4 to 0 (Councilmember Sanchez absent) to conduct the Proposition 218 Public Hearing increasing Water & Sewer rates for the City of Lindsay.

It was motioned by Mayor Pro Tem Flores, seconded by Councilmember Cerros, and carried 4 to 0 (Councilmember Sanchez absent) to adopt Resolution 24-37 approving a rate increase for Water Services.

It was motioned by Councilmember Villarreal, seconded by Councilmember Cerros, and carried 4 to 0 (Councilmember Sanchez absent) to adopt Resolution 24-38 approving a rate increase for Sewer Services.

**13. DISCUSSION ITEMS**

**13.1 Historical Review of Abandonment of Public Roadway (300 Block of North Oxford).**

**Action & Recommendation:** Review the history of abandonment of public roadways concerning the 300 block of North Oxford and provide direction thereto.

**Submitted by:** Ryan Heinks, Acting Director of City Services

**Public Comment:** There was no public comment.

**Council Action:** No actions was taken on this item.

**14. EXECUTIVE (CLOSED) SESSION**

Council adjourned to closed session at 7:57 p.m.

**14.1 Conference with Legal Counsel - Anticipated Litigation**

Significant exposure to litigation pursuant to § 54956.9(b): 1 Case

Council adjourned from closed session at 8:47 p.m.

**EXECUTIVE CLOSED SESSION REPORT**

Mayor Serna advised there was no reportable action.

**15. REQUEST FOR FUTURE ITEMS**

Councilmember Cerros requested information on local artists and was advised to be in contact with City Services.

**16. ADJOURNMENT**

The regular meeting was adjourned at 8:49 p.m.

Approved by Council: November 12, 2024.

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Ramiro Serna, Mayor

ATTEST:

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Maegan Peton, City Clerk

*The next Regular Meeting of the Lindsay City Council is scheduled to be held on November 12, 2024.*



## STAFF REPORT

TO: Lindsay City Council

MEETING DATE: November 12, 2024

Item #: 10.3  
Consent

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**DEPARTMENT:** Finance

**FROM:** Lacy Meneses, Finance Director

**AGENDA TITLE:** Warrant List for October 14, 2024, Through November 2, 2024

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### ACTION & RECOMMENDATION

Accept the Warrant List for transactions dated October 14, 2024, through November 2, 2024.

### BACKGROUND | ANALYSIS

The Warrant List for October 14, 2024, through November 2, 2024, is submitted for Council review and acceptance.

### FISCAL IMPACT

There is no fiscal impact associated with this action.

### ATTACHMENTS

1. Warrant List

Reviewed/Approved

CITY OF LINDSAY | WARRANT LIST  
TRANSACTION DATES:

7/1/2024

THROUGH

8/4/2024

Check#	Fund	Date	Vendor #	Vendor Name	Description	Amount
<b>26843</b>						<b>\$340.15</b>
	101 - GENERAL FUND	10/16/24	2873	ADVANTAGE ANSWERING	10/1/24-10/31/24	113.39
	101 - GENERAL FUND	10/16/24	2873	ADVANTAGE ANSWERING	10/1/24-10/31/24	113.38
	101 - GENERAL FUND	10/16/24	2873	ADVANTAGE ANSWERING	10/1/24-10/31/24	113.38
<b>26844</b>						<b>\$191.21</b>
	101 - GENERAL FUND	10/16/24	431	ALLSTAR FIRE EQUIPM	BATTERY PCB ASSEMBL	191.21
<b>26845</b>						<b>\$962.24</b>
	101 - GENERAL FUND	10/16/24	6600	AMERICAN HERITAGE L	ACCIDENT PLAN	962.24
<b>26846</b>						<b>\$125.00</b>
	400 - WELLNESS CENTER	10/16/24	6950	ANA CARRETERO	SEPTEMBER ZUMBA CLA	125
<b>26847</b>						<b>\$36.25</b>
	101 - GENERAL FUND	10/16/24	6952	ANGELA HERNANDEZ	UUT REFUND FY23/24	36.25
<b>26848</b>						<b>\$175.00</b>
	400 - WELLNESS CENTER	10/16/24	5819	ANITA GUTIERREZ	SEPT. ZUMBA CLASSES	175
<b>26849</b>						<b>\$55.03</b>
	101 - GENERAL FUND	10/16/24	5812	ANITA SALINAS	UUT REFUND FY23/24	55.03
<b>26850</b>						<b>\$2,410.99</b>
	553 - SEWER	10/16/24	5493	AQUA NATURAL SOLUTI	MICROBE LIFT INDUST	2410.99
<b>26851</b>						<b>\$6,619.73</b>
	552 - WATER	10/16/24	6630	AQUA-METRIC SALES,	WATER METERS	6619.73
<b>26852</b>						<b>\$699.52</b>
	553 - SEWER	10/16/24	7279	ARC INDUSTRIES	HYDRO JETTER-PM SVC	574.02
	553 - SEWER	10/16/24	7279	ARC INDUSTRIES	TRACTOR-REWIRE LIGH	125.5
<b>26854</b>						<b>\$992.01</b>
	101 - GENERAL FUND	10/16/24	5457	AUTO ZONE COMMERCIA	BOOM LIFT-BATTERIES	223.02
	101 - GENERAL FUND	10/16/24	5457	AUTO ZONE COMMERCIA	JUMP STARTER	20.55
	101 - GENERAL FUND	10/16/24	5457	AUTO ZONE COMMERCIA	BATTERY CABLE	23.75
	101 - GENERAL FUND	10/16/24	5457	AUTO ZONE COMMERCIA	BATTERY	131.4
	101 - GENERAL FUND	10/16/24	5457	AUTO ZONE COMMERCIA	ENGINE OIL	6.44
	101 - GENERAL FUND	10/16/24	5457	AUTO ZONE COMMERCIA	JUMP STARTER	20.55
	101 - GENERAL FUND	10/16/24	5457	AUTO ZONE COMMERCIA	RATCHET, SOCKET SET	44.02
	261 - GAS TAX FUND	10/16/24	5457	AUTO ZONE COMMERCIA	FUEL CONTAINERS	33.33
	261 - GAS TAX FUND	10/16/24	5457	AUTO ZONE COMMERCIA	JUMP STARTER	21.53
	552 - WATER	10/16/24	5457	AUTO ZONE COMMERCIA	BATTERY CHARGER&MAI	36.39
	552 - WATER	10/16/24	5457	AUTO ZONE COMMERCIA	FUEL CONTAINERS	33.32
	552 - WATER	10/16/24	5457	AUTO ZONE COMMERCIA	MOTOR OIL,AIR FILTE	28.57
	552 - WATER	10/16/24	5457	AUTO ZONE COMMERCIA	MOTOR OIL,OIL FILTE	43.31
	552 - WATER	10/16/24	5457	AUTO ZONE COMMERCIA	PLIERS,SCREWDRIVERS	48.4
	552 - WATER	10/16/24	5457	AUTO ZONE COMMERCIA	TORQUE WRENCH	19.03
	553 - SEWER	10/16/24	5457	AUTO ZONE COMMERCIA	BATTERY CHARGER&MAI	36.39
	553 - SEWER	10/16/24	5457	AUTO ZONE COMMERCIA	FUEL CONTAINERS	33.33
	553 - SEWER	10/16/24	5457	AUTO ZONE COMMERCIA	JUMP STARTER	20.55
	553 - SEWER	10/16/24	5457	AUTO ZONE COMMERCIA	MOTOR OIL,AIR FILTE	28.57
	553 - SEWER	10/16/24	5457	AUTO ZONE COMMERCIA	MOTOR OIL,OIL FILTE	43.31
	553 - SEWER	10/16/24	5457	AUTO ZONE COMMERCIA	PLIERS,SCREWDRIVERS	48.41
	553 - SEWER	10/16/24	5457	AUTO ZONE COMMERCIA	TORQUE WRENCH	19.02
	553 - SEWER	10/16/24	5457	AUTO ZONE COMMERCIA	WIPER BLADE	14.14
	554 - REFUSE	10/16/24	5457	AUTO ZONE COMMERCIA	JUMP STARTER	14.68
<b>26855</b>						<b>\$1,673.14</b>
	101 - GENERAL FUND	10/16/24	5381	AWAKE SKATE SHOP	HR-POLO SHIRTS	92.44
	101 - GENERAL FUND	10/16/24	5381	AWAKE SKATE SHOP	CM-POLO SHIRTS,JACK	144.6
	101 - GENERAL FUND	10/16/24	5381	AWAKE SKATE SHOP	FD-POLO SHIRTS,JACK	474.57
	101 - GENERAL FUND	10/16/24	5381	AWAKE SKATE SHOP	CS-POLO SHIRTS	451.79
	101 - GENERAL FUND	10/16/24	5381	AWAKE SKATE SHOP	POLO SHIRTS & JACK	254.38
	400 - WELLNESS CENTER	10/16/24	5381	AWAKE SKATE SHOP	WC-POLO SHIRTS,JACK	255.36
<b>26856</b>						<b>\$4,650.85</b>
	552 - WATER	10/16/24	051	BSK	CRYPTO&GIARDIA TURB	1010
	552 - WATER	10/16/24	051	BSK	DRINKING WATER,BACT	1638.03
	553 - SEWER	10/16/24	051	BSK	WASTE WATER	1440.94
	556 - VITA-PAKT	10/16/24	051	BSK	VITA-PAKT WASTE WAT	561.88
<b>26857</b>						<b>\$4,500.00</b>
	101 - GENERAL FUND	10/16/24	6689	BUILDING MAINTENANC	AUG. CLEANING SERVI	321.42
	101 - GENERAL FUND	10/16/24	6689	BUILDING MAINTENANC	SEPT. CLEANING SVCS	321.42
	101 - GENERAL FUND	10/16/24	6689	BUILDING MAINTENANC	AUG. CLEANING SERVI	321.43
	101 - GENERAL FUND	10/16/24	6689	BUILDING MAINTENANC	SEPT. CLEANING SVCS	321.43
	101 - GENERAL FUND	10/16/24	6689	BUILDING MAINTENANC	AUG. CLEANING SERVI	321.43
	101 - GENERAL FUND	10/16/24	6689	BUILDING MAINTENANC	SEPT. CLEANING SVCS	321.43
	101 - GENERAL FUND	10/16/24	6689	BUILDING MAINTENANC	AUG. CLEANING SERVI	321.43
	101 - GENERAL FUND	10/16/24	6689	BUILDING MAINTENANC	SEPT. CLEANING SVCS	321.43
	552 - WATER	10/16/24	6689	BUILDING MAINTENANC	AUG. CLEANING SERVI	321.43
	552 - WATER	10/16/24	6689	BUILDING MAINTENANC	SEPT. CLEANING SVCS	321.43
	553 - SEWER	10/16/24	6689	BUILDING MAINTENANC	AUG. CLEANING SERVI	321.43
	553 - SEWER	10/16/24	6689	BUILDING MAINTENANC	SEPT. CLEANING SVCS	321.43
	554 - REFUSE	10/16/24	6689	BUILDING MAINTENANC	AUG. CLEANING SERVI	321.43
	554 - REFUSE	10/16/24	6689	BUILDING MAINTENANC	SEPT. CLEANING SVCS	321.43
<b>26858</b>						<b>\$367.00</b>

	101 - GENERAL FUND	10/16/24	5013	BUZZ KILL PEST CONT	150 N MIRAGE	145
	101 - GENERAL FUND	10/16/24	5013	BUZZ KILL PEST CONT	157 N MIRAGE	35
	400 - WELLNESS CENTER	10/16/24	5013	BUZZ KILL PEST CONT	WC-860 SEQUOIA PEST	87
	886 - SAMOA	10/16/24	5013	BUZZ KILL PEST CONT	SAMOA TOWN HOMES	45
	887 - SWEETBRIER TOWNHOUSES	10/16/24	5013	BUZZ KILL PEST CONT	HERMOSA TOWN HOMES	55
<b>26859</b>						<b>\$498.29</b>
	101 - GENERAL FUND	10/16/24	3056	CALIFORNIA TURF EQU	CUTTER ASSY,HCA	163.86
	101 - GENERAL FUND	10/16/24	3056	CALIFORNIA TURF EQU	OIL,TRIMMER LINE	334.43
<b>26860</b>						<b>\$5,225.00</b>
	261 - GAS TAX FUND	10/16/24	1702	SCA OF CA, LLC	SEPT. AIR SWEEPING	5225
<b>26861</b>						<b>\$216.00</b>
	101 - GENERAL FUND	10/16/24	5825	CHRIS DEMPSIE	MEAL STIPEND-FIREAR	216
<b>26862</b>						<b>\$3,762.50</b>
	400 - WELLNESS CENTER	10/16/24	6090	CLEAN CUT LANDSCAPE	WC-SEPT LANDSCAPE S	487.5
	883 - SIERRA VIEW ASSESSMENT	10/16/24	6090	CLEAN CUT LANDSCAPE	SEPT-SIERRA VIEW LD	1298
	884 - HERITAGE ASSESSMENT DIST	10/16/24	6090	CLEAN CUT LANDSCAPE	SEPT-HERITAGE PARK	315
	886 - SAMOA	10/16/24	6090	CLEAN CUT LANDSCAPE	SEPT-SAMOA TOWNHOME	154
	887 - SWEETBRIER TOWNHOUSES	10/16/24	6090	CLEAN CUT LANDSCAPE	SEPT-SWEETBRIER/HER	546
	888 - PARKSIDE	10/16/24	6090	CLEAN CUT LANDSCAPE	SEPT-PARKSIDE ESTAT	225
	889 - SIERRA VISTA ASSESSMENT	10/16/24	6090	CLEAN CUT LANDSCAPE	SEPT-SIERRA VISTA E	97
	890 - MAPLE VALLEY ASSESSMENT	10/16/24	6090	CLEAN CUT LANDSCAPE	SEPT-MAPLE VALLEY L	55
	891 - PELOUS RANCH	10/16/24	6090	CLEAN CUT LANDSCAPE	SEPT-PELOUS RANCH L	585
<b>26863</b>						<b>\$724.10</b>
	101 - GENERAL FUND	10/16/24	2258	CROUZET IRRIGATION	ELEC GLOBE/ANGLE VA	724.1
<b>26864</b>						<b>\$306.75</b>
	101 - GENERAL FUND	10/16/24	102	CULLIGAN	HR-251 E HONOLULU	10.5
	101 - GENERAL FUND	10/16/24	102	CULLIGAN	CC&CM-251 E HONOLUL	10.5
	101 - GENERAL FUND	10/16/24	102	CULLIGAN	FD-251 E HONOLULU	57
	101 - GENERAL FUND	10/16/24	102	CULLIGAN	PS-185 N GALE HILL	163.5
	101 - GENERAL FUND	10/16/24	102	CULLIGAN	150 N MIRAGE	10.5
	101 - GENERAL FUND	10/16/24	102	CULLIGAN	23611 RD 196	46.75
	400 - WELLNESS CENTER	10/16/24	102	CULLIGAN	WC-860 N SEQUOIA	8
<b>26865</b>						<b>\$850.00</b>
	101 - GENERAL FUND	10/16/24	6118	CVIN LLC D.B.A. VAS	10/01/24-10/31/24	14.02
	101 - GENERAL FUND	10/16/24	6118	CVIN LLC D.B.A. VAS	10/01/24-10/31/24	13.18
	101 - GENERAL FUND	10/16/24	6118	CVIN LLC D.B.A. VAS	10/01/24-10/31/24	42.75
	101 - GENERAL FUND	10/16/24	6118	CVIN LLC D.B.A. VAS	10/01/24-10/31/24	308.63
	101 - GENERAL FUND	10/16/24	6118	CVIN LLC D.B.A. VAS	10/01/24-10/31/24	48.79
	101 - GENERAL FUND	10/16/24	6118	CVIN LLC D.B.A. VAS	10/01/24-10/31/24	28.39
	101 - GENERAL FUND	10/16/24	6118	CVIN LLC D.B.A. VAS	10/01/24-10/31/24	50.58
	261 - GAS TAX FUND	10/16/24	6118	CVIN LLC D.B.A. VAS	10/01/24-10/31/24	20.32
	263 - TRANSPORTATION	10/16/24	6118	CVIN LLC D.B.A. VAS	10/01/24-10/31/24	16.66
	400 - WELLNESS CENTER	10/16/24	6118	CVIN LLC D.B.A. VAS	10/01/24-10/31/24	117.05
	552 - WATER	10/16/24	6118	CVIN LLC D.B.A. VAS	10/01/24-10/31/24	77.95
	553 - SEWER	10/16/24	6118	CVIN LLC D.B.A. VAS	10/01/24-10/31/24	78.2
	554 - REFUSE	10/16/24	6118	CVIN LLC D.B.A. VAS	10/01/24-10/31/24	30.77
	556 - VITA-PAKT	10/16/24	6118	CVIN LLC D.B.A. VAS	10/01/24-10/31/24	2.71
<b>26866</b>						<b>\$526.35</b>
	101 - GENERAL FUND	10/16/24	105	DATAPRINT INC.	CANON PF-06 PRINTHE	526.35
<b>26867</b>						<b>\$65.68</b>
	101 - GENERAL FUND	10/16/24	4683	DENNIS R. MEDDERS	UUT REFUND FY23/24	65.68
<b>26868</b>						<b>\$260.00</b>
	101 - GENERAL FUND	10/16/24	316	DEPT OF JUSTICE	AUG. FINGERPRINT AP	192
	101 - GENERAL FUND	10/16/24	316	DEPT OF JUSTICE	AUG. FINGERPRINT FB	68
<b>26869</b>						<b>\$1,054.28</b>
	700 - CDBG REVOLVING LN FUND	10/16/24	2540	DEPT.OF HOUSING & C	CDBG 9/30/24 TO HCD	1054.28
<b>26870</b>						<b>\$9,589.83</b>
	720 - HOME REVOLVING LN FUND	10/16/24	2540	DEPT.OF HOUSING & C	HOME 9/30/24 TO HCD	9589.83
<b>26871</b>						<b>\$490.44</b>
	552 - WATER	10/16/24	119	DOUG DELEO WELDING	TRAILER-REP. REAR D	245.22
	553 - SEWER	10/16/24	119	DOUG DELEO WELDING	TRAILER-REP. REAR D	245.22
<b>26872</b>						<b>\$9,096.28</b>
	552 - WATER	10/16/24	6113	EAST KAWEAH GSA	FY24 #4 CFF GOVERNA	9096.28
<b>26873</b>						<b>\$1,000.00</b>
	400 - WELLNESS CENTER	10/16/24	6973	ELIZABETH GUND	SEPT-CHAIR,YOGA,PIC	1000
<b>26874</b>						<b>\$7,260.63</b>
	101 - GENERAL FUND	10/16/24	5803	EMD NETWORKING SERV	OCTOBER MONTHLY SVC	7120.68
	101 - GENERAL FUND	10/16/24	5803	EMD NETWORKING SERV	FD-SPREADSHEET SLOW	139.95
<b>26875</b>						<b>\$33.13</b>
	101 - GENERAL FUND	10/16/24	4387	ESTELLA FLORES	UUT REFUND FY23/24	33.13
<b>26876</b>						<b>\$1,581.50</b>
	101 - GENERAL FUND	10/16/24	3218	FARMERS TRACTOR & E	MOWER-REP ENGINE BO	1517.36
	101 - GENERAL FUND	10/16/24	3218	FARMERS TRACTOR & E	TRACTOR-FITTING GRE	64.14
<b>26877</b>						<b>\$67.63</b>
	101 - GENERAL FUND	10/16/24	1450	FRESNO OXYGEN & WEL	D,E,SML, MED CYLIND	67.63
<b>26878</b>						<b>\$13,556.12</b>
	552 - WATER	10/16/24	137	FRIANT WATER AUTHOR	FKC ROUTINE OM&R CO	2654
	552 - WATER	10/16/24	137	FRIANT WATER AUTHOR	SOLDMWA EXCHANGE COS	10902.12
<b>26879</b>						<b>\$125.60</b>
	553 - SEWER	10/16/24	6010	FRONTIER COMMUNICAT	5595626317-9/19-10/	125.6

<b>26880</b>						<b>\$84.37</b>
	101 - GENERAL FUND	10/16/24	1925	FRUIT GROWERS SUPPL	FLYWHEEL	78.13
	101 - GENERAL FUND	10/16/24	1925	FRUIT GROWERS SUPPL	PRUNERS	6.24
<b>26881</b>						<b>\$125,961.99</b>
	600 - CAPITAL IMPROVEMENT	10/16/24	7283	GAMETIME	OLIVE BOWL/PLAYGROU	125961.99
<b>26882</b>						<b>\$81.00</b>
	101 - GENERAL FUND	10/16/24	7284	GONZALES ROBERT	REFUND LIVE SCAN	81
<b>26883</b>						<b>\$4,464.51</b>
	101 - GENERAL FUND	10/16/24	6702	GOVERNMENTJOBS.COM	FY24/25 GOVERNMENTJ	787.05
	101 - GENERAL FUND	10/16/24	6702	GOVERNMENTJOBS.COM	FY24/25 INSIGHT SUB	3677.46
<b>26884</b>						<b>\$27,236.68</b>
	101 - GENERAL FUND	10/16/24	5647	GRISWOLD,LASALLE,CO	MATTER:22752.002 SE	594.06
	101 - GENERAL FUND	10/16/24	5647	GRISWOLD,LASALLE,CO	MATTER:22752.003 SE	3630
	101 - GENERAL FUND	10/16/24	5647	GRISWOLD,LASALLE,CO	MATTER:22752.004 SE	650.91
	101 - GENERAL FUND	10/16/24	5647	GRISWOLD,LASALLE,CO	MATTER:22752.006 AU	780
	101 - GENERAL FUND	10/16/24	5647	GRISWOLD,LASALLE,CO	MATTER:22752.007 SE	968.33
	101 - GENERAL FUND	10/16/24	5647	GRISWOLD,LASALLE,CO	MATTER:22752.116 SE	9724.45
	101 - GENERAL FUND	10/16/24	5647	GRISWOLD,LASALLE,CO	MATTER:22752.117 SE	10888.93
<b>26885</b>						<b>\$100.00</b>
	101 - GENERAL FUND	10/16/24	6450	GUADALUPE SALAS	ARBOR DEPOSIT REFUN	100
<b>26886</b>						<b>\$100.00</b>
	101 - GENERAL FUND	10/16/24	7281	HERNANDEZ COSME	ARBOR DEPOSIT REFUN	100
<b>26887</b>						<b>\$301.18</b>
	552 - WATER	10/16/24	1391	HOME DEPOT	DW RECIPROCATING SA	117.13
	552 - WATER	10/16/24	1391	HOME DEPOT	SAWBLADE	66.92
	553 - SEWER	10/16/24	1391	HOME DEPOT	DW RECIPROCATING SA	117.13
<b>26888</b>						<b>\$1,850.00</b>
	101 - GENERAL FUND	10/16/24	6346	JEFF PFEIFFER	AUG HARVARD PARK	500
	101 - GENERAL FUND	10/16/24	6346	JEFF PFEIFFER	AUG PARK SQUIRREL E	425
	101 - GENERAL FUND	10/16/24	6346	JEFF PFEIFFER	SEPT HARVARD PARK	500
	101 - GENERAL FUND	10/16/24	6346	JEFF PFEIFFER	SEPT PARK SQUIRREL	425
<b>26889</b>						<b>\$61.27</b>
	101 - GENERAL FUND	10/16/24	4953	JOE LINARES	UUT REFUND FY23/24	61.27
<b>26890</b>						<b>\$45.62</b>
	101 - GENERAL FUND	10/16/24	4947	JOSEPH MONGE	UUT REFUND FY23/24	45.62
<b>26891</b>						<b>\$350.00</b>
	101 - GENERAL FUND	10/16/24	730	LINDSAY KIWANIS CLU	KIWANIS MBRSHP-DAYM	175
	400 - WELLNESS CENTER	10/16/24	730	LINDSAY KIWANIS CLU	KIWANIS MBRSHP-ARMA	175
<b>26892</b>						<b>\$31.74</b>
	101 - GENERAL FUND	10/16/24	5945	LARRY OLIN SHAW	UUT REFUND FY23/24	31.74
<b>26893</b>						<b>\$55.44</b>
	101 - GENERAL FUND	10/16/24	4686	LILY S. SALCEDO	UUT REFUND FY23/24	55.44
<b>26894</b>						<b>\$3,806.25</b>
	400 - WELLNESS CENTER	10/16/24	5788	LINCOLN AQUATICS	CHEM BOTTLE DEPOSIT	-360
	400 - WELLNESS CENTER	10/16/24	5788	LINCOLN AQUATICS	CHEM. BOTTLE DEPOSI	-200
	400 - WELLNESS CENTER	10/16/24	5788	LINCOLN AQUATICS	LIQUID CHLORINE	1581.66
	400 - WELLNESS CENTER	10/16/24	5788	LINCOLN AQUATICS	SANI-CHLOR,BOTTLE D	2784.59
<b>26895</b>						<b>\$1,069.75</b>
	101 - GENERAL FUND	10/16/24	4067	LINCOLN NAT'L INSUR	BL875164-OCT LIFE P	1069.75
<b>26896</b>						<b>\$408.00</b>
	101 - GENERAL FUND	10/16/24	078	LINDSAY CHAMBER OF	BAKED POTATO TICKET	408
<b>26903</b>						<b>\$3,794.92</b>
	101 - GENERAL FUND	10/16/24	1422	LINDSAY TRUE VALUE	AUG. PS-BUNGEE CORD	4.98
	101 - GENERAL FUND	10/16/24	1422	LINDSAY TRUE VALUE	AUG. PS-CLEANING SU	90.9
	101 - GENERAL FUND	10/16/24	1422	LINDSAY TRUE VALUE	AUG. PS-MOP	26.08
	101 - GENERAL FUND	10/16/24	1422	LINDSAY TRUE VALUE	AUG 2024 BUILDING	311.58
	101 - GENERAL FUND	10/16/24	1422	LINDSAY TRUE VALUE	AUG 2024 CITY SERVI	221.72
	101 - GENERAL FUND	10/16/24	1422	LINDSAY TRUE VALUE	AUG 2024 CITY YARD	9.78
	101 - GENERAL FUND	10/16/24	1422	LINDSAY TRUE VALUE	AUG 2024 GRAFFITI	55.73
	101 - GENERAL FUND	10/16/24	1422	LINDSAY TRUE VALUE	AUG 2024BUILDING	3.58
	101 - GENERAL FUND	10/16/24	1422	LINDSAY TRUE VALUE	AUG. 2024 BUILDING	61.98
	101 - GENERAL FUND	10/16/24	1422	LINDSAY TRUE VALUE	SEPT 2024 BUILDING	271.07
	101 - GENERAL FUND	10/16/24	1422	LINDSAY TRUE VALUE	SEPT 2024 CITY YARD	15.74
	101 - GENERAL FUND	10/16/24	1422	LINDSAY TRUE VALUE	AUG 2024 STREETS	105.14
	101 - GENERAL FUND	10/16/24	1422	LINDSAY TRUE VALUE	SEPT 2024 STREETS	43.33
	101 - GENERAL FUND	10/16/24	1422	LINDSAY TRUE VALUE	AUG 2024 LANDSCAPE	162.5
	101 - GENERAL FUND	10/16/24	1422	LINDSAY TRUE VALUE	AUG 2024 LANDSCAPIN	85.95
	101 - GENERAL FUND	10/16/24	1422	LINDSAY TRUE VALUE	AUG 2024 PARKS	240.99
	101 - GENERAL FUND	10/16/24	1422	LINDSAY TRUE VALUE	SEPT 2024 LANDSCAPI	58.18
	101 - GENERAL FUND	10/16/24	1422	LINDSAY TRUE VALUE	SEPT 2024 PARKS	233.8
	261 - GAS TAX FUND	10/16/24	1422	LINDSAY TRUE VALUE	AUG 2024 GAS TAX	163.54
	400 - WELLNESS CENTER	10/16/24	1422	LINDSAY TRUE VALUE	SEPT 2024 W.C.	19.55
	400 - WELLNESS CENTER	10/16/24	1422	LINDSAY TRUE VALUE	SEPT. 2024 W.C.	21.74
	552 - WATER	10/16/24	1422	LINDSAY TRUE VALUE	AUG 2024 WATER	939.21
	552 - WATER	10/16/24	1422	LINDSAY TRUE VALUE	SEPT 2024 WATER	225.31
	553 - SEWER	10/16/24	1422	LINDSAY TRUE VALUE	AUG 2024 WWTP	354.1
	553 - SEWER	10/16/24	1422	LINDSAY TRUE VALUE	SEPT 2024 WWTP	68.44
<b>26904</b>						<b>\$1,800.00</b>
	400 - WELLNESS CENTER	10/16/24	6260	LLEON SERVICES	WC-POOL CHEM. BALAN	1800
<b>26905</b>						<b>\$175.00</b>



	400 - WELLNESS CENTER	10/16/24	6599	MARIA EDWARDS	SEPT. ZUMBA CLASSES	175
<b>26906</b>						<b>\$53.85</b>
	101 - GENERAL FUND	10/16/24	4685	MARY FLORES	UUT REFUND FY23/24	53.85
<b>26907</b>						<b>\$73.82</b>
	101 - GENERAL FUND	10/16/24	6246	MCDERMONT VENTURE I	DED:051 MCDERMONT	73.82
<b>26908</b>						<b>\$100.00</b>
	101 - GENERAL FUND	10/16/24	7167	MIGUEL OLIVARES	ARBOR DEPOSIT REFUN	100
<b>26909</b>						<b>\$260.80</b>
	600 - CAPITAL IMPROVEMENT	10/16/24	6639	MOORE IACOFANO GOLT	OLIVE BOWL AAS#1	260.8
<b>26910</b>						<b>\$2,996.71</b>
	101 - GENERAL FUND	10/16/24	6956	NOTED TECHNOLOGY SO	IT-ADOBE LICENSE	485.57
	101 - GENERAL FUND	10/16/24	6956	NOTED TECHNOLOGY SO	CM-ADOBE LICENSE	385
	101 - GENERAL FUND	10/16/24	6956	NOTED TECHNOLOGY SO	FD-ADOBE LICENSE	481.25
	101 - GENERAL FUND	10/16/24	6956	NOTED TECHNOLOGY SO	PS-ADOBE LICENSE	678.07
	101 - GENERAL FUND	10/16/24	6956	NOTED TECHNOLOGY SO	CS-ADOBE LICENSE	481.25
	400 - WELLNESS CENTER	10/16/24	6956	NOTED TECHNOLOGY SO	WC-ADOBE LICENSE	485.57
<b>26911</b>						<b>\$162.98</b>
	101 - GENERAL FUND	10/16/24	7242	ODP BUSINESS SOLUTI	COPY PAPER,LETTER O	141.61
	101 - GENERAL FUND	10/16/24	7242	ODP BUSINESS SOLUTI	PENS	13.01
	101 - GENERAL FUND	10/16/24	7242	ODP BUSINESS SOLUTI	STAPLE	8.36
<b>26912</b>						<b>\$49.71</b>
	101 - GENERAL FUND	10/16/24	6349	OLGA RENTERIA	UUT REFUND FY23/24	49.71
<b>26913</b>						<b>\$13.95</b>
	101 - GENERAL FUND	10/16/24	1565	OACYS.COM INC	DOMAIN PARKING & DN	13.95
<b>26914</b>						<b>\$100.00</b>
	101 - GENERAL FUND	10/16/24	7282	OROSCO JORGE	ARBOR DEPOSIT REFUN	100
<b>26915</b>						<b>\$1,180.82</b>
	552 - WATER	10/16/24	6673	PACE SUPPLY CORP	BRASS ANGLE KEY MET	1180.82
<b>26916</b>						<b>\$2,561.09</b>
	552 - WATER	10/16/24	6498	PACWEST DIRECT	9/20/24 DEL UB PRIN	87.32
	552 - WATER	10/16/24	6498	PACWEST DIRECT	9/9/24 DEL. UB PRIN	283.27
	552 - WATER	10/16/24	6498	PACWEST DIRECT	9/9/24 UB PRINTING	909.96
	553 - SEWER	10/16/24	6498	PACWEST DIRECT	9/20/24 DEL UB PRIN	87.31
	553 - SEWER	10/16/24	6498	PACWEST DIRECT	9/9/24 DEL. UB PRIN	283.27
	553 - SEWER	10/16/24	6498	PACWEST DIRECT	9/9/24 UB PRINTING	909.96
<b>26917</b>						<b>\$69.33</b>
	101 - GENERAL FUND	10/16/24	4949	PETER SALCEDO	UUT REFUND FY23/24	69.33
<b>26918</b>						<b>\$3,445.45</b>
	101 - GENERAL FUND	10/16/24	6991	PREMIER ACCESS INSU	OCT 2024 DENTAL PLA	3445.45
<b>26919</b>						<b>\$3,138.36</b>
	553 - SEWER	10/16/24	4618	PROVOST & PRITCHARD	GWM&R EAST POND LAB	710.3
	553 - SEWER	10/16/24	4618	PROVOST & PRITCHARD	GWM&R EAST POND REP	997.9
	556 - VITA-PAKT	10/16/24	4618	PROVOST & PRITCHARD	VITA-PAKT CONSULT S	1430.16
<b>26920</b>						<b>\$355.41</b>
	101 - GENERAL FUND	10/16/24	2788	PTM DOCUMENT SYSTEM	W2 FORMS & 1099 FOR	355.41
<b>26921</b>						<b>\$10,518.50</b>
	101 - GENERAL FUND	10/16/24	399	QUAD KNOPF,INC.	1001 FRESNO IMP. PL	1589.6
	101 - GENERAL FUND	10/16/24	399	QUAD KNOPF,INC.	928 FRESNO TPM/FPM	228.7
	101 - GENERAL FUND	10/16/24	399	QUAD KNOPF,INC.	FINAL PARCEL MAP	1211.9
	101 - GENERAL FUND	10/16/24	399	QUAD KNOPF,INC.	LANDSCAPE PLAN-PHAS	1790.8
	101 - GENERAL FUND	10/16/24	399	QUAD KNOPF,INC.	O'HARA SUBDIVISION	1565.7
	101 - GENERAL FUND	10/16/24	399	QUAD KNOPF,INC.	PHASE 01-MAP SUBDIV	630
	101 - GENERAL FUND	10/16/24	399	QUAD KNOPF,INC.	PHASE02-FINAL SUBDI	119.9
	101 - GENERAL FUND	10/16/24	399	QUAD KNOPF,INC.	TRAVEL CENTER/GAS S	247.5
	263 - TRANSPORTATION	10/16/24	399	QUAD KNOPF,INC.	TRANSIT CENTER	600
	600 - CAPITAL IMPROVEMENT	10/16/24	399	QUAD KNOPF,INC.	ROUNDABOUT LANDSCAP	2534.4
<b>26922</b>						<b>\$6,959.00</b>
	101 - GENERAL FUND	10/16/24	5684	QUIK-ROOTER	COMM CTR-PLUGED MAI	374
	553 - SEWER	10/16/24	5684	QUIK-ROOTER	WWTP-PUMPED OUT	6585
<b>26923</b>						<b>\$157.85</b>
	101 - GENERAL FUND	10/16/24	285	QUILL CORPORATION	BINDERS	41.07
	400 - WELLNESS CENTER	10/16/24	285	QUILL CORPORATION	CLUBWIPES	97.86
	400 - WELLNESS CENTER	10/16/24	285	QUILL CORPORATION	KLEENEX	18.92
<b>26924</b>						<b>\$6,500.00</b>
	101 - GENERAL FUND	10/16/24	6095	RALPH GUTIERREZ WAT	CPO WATER/WASTE TRE	6500
<b>26925</b>						<b>\$1,361.60</b>
	101 - GENERAL FUND	10/16/24	5717	RANDSTAD/PLACEMENT	8/19/24 CS-THOMAS C	680.8
	101 - GENERAL FUND	10/16/24	5717	RANDSTAD/PLACEMENT	8/26/24 CS-THOMAS C	680.8
<b>26926</b>						<b>\$680.00</b>
	101 - GENERAL FUND	10/16/24	3622	RLH FIRE PROTECTION	LIBRARY-ALARM MONIT	680
<b>26927</b>						<b>\$100.00</b>
	101 - GENERAL FUND	10/16/24	7280	ROSE MEDINA	ARBOR DEPOSIT REFUN	100
<b>26928</b>						<b>\$86,236.03</b>
	600 - CAPITAL IMPROVEMENT	10/16/24	7119	SEAL RITE PAVING AN	VALENCIA&LINDA VIST	86236.03
<b>26929</b>						<b>\$150.00</b>
	400 - WELLNESS CENTER	10/16/24	3208	SHANNON PATTERSON	SEPT. S&B CLASSES	150
<b>26930</b>						<b>\$1,690.34</b>
	553 - SEWER	10/16/24	307	SILVAS OIL COMPANY	RED DIESEL #2	1690.34
<b>26931</b>						<b>\$8,524.11</b>
	101 - GENERAL FUND	10/16/24	310	SOUTHERN CA. EDISON	RETURNED CHECK FEE	6

	101 - GENERAL FUND	10/16/24	310	SOUTHERN CA. EDISON	700152858405-LATE F	0.13
	101 - GENERAL FUND	10/16/24	310	SOUTHERN CA. EDISON	700470455603-LATE F	62.12
	400 - WELLNESS CENTER	10/16/24	310	SOUTHERN CA. EDISON	WC-740 SEQUOIA-POOL	8432.06
	553 - SEWER	10/16/24	310	SOUTHERN CA. EDISON	598 MONTE VISTA DR	23.8
<b>26932</b>						<b>\$781.62</b>
	779 - 00-HOME-0487	10/16/24	3634	STATE FARM	MOOR,J.-340 EASTWOO	781.62
<b>26933</b>						<b>\$25.00</b>
	101 - GENERAL FUND	10/16/24	5691	STATE WATER RESOURC	RETURNED CHECK FEE	25
<b>26934</b>						<b>\$2,107.46</b>
	553 - SEWER	10/16/24	2338	STATE WATER RESOURC	WASTEWATER ARREARAG	2107.46
<b>26935</b>						<b>\$219.01</b>
	101 - GENERAL FUND	10/16/24	6703	STERICYCLE INC	HR-SEPT SHRED-IT SV	44.86
	101 - GENERAL FUND	10/16/24	6703	STERICYCLE INC	CC-SEPT SHRED-IT SV	44.87
	101 - GENERAL FUND	10/16/24	6703	STERICYCLE INC	FD-SEPT SHRED-IT SV	44.87
	101 - GENERAL FUND	10/16/24	6703	STERICYCLE INC	PS-SEPT SHRED-IT SV	84.41
<b>26936</b>						<b>\$4,731.66</b>
	101 - GENERAL FUND	10/16/24	6146	SUPERION, LLC	INV#5/12 SOFTWARE	78.07
	101 - GENERAL FUND	10/16/24	6146	SUPERION, LLC	INV#5/12 SOFTWARE	73.34
	101 - GENERAL FUND	10/16/24	6146	SUPERION, LLC	INV#5/12 SOFTWARE	238
	101 - GENERAL FUND	10/16/24	6146	SUPERION, LLC	INV#5/12 SOFTWARE	1718.07
	101 - GENERAL FUND	10/16/24	6146	SUPERION, LLC	INV#5/12 SOFTWARE	271.6
	101 - GENERAL FUND	10/16/24	6146	SUPERION, LLC	INV#5/12 SOFTWARE	158.04
	101 - GENERAL FUND	10/16/24	6146	SUPERION, LLC	INV#5/12 SOFTWARE	281.53
	261 - GAS TAX FUND	10/16/24	6146	SUPERION, LLC	INV#5/12 SOFTWARE	113.09
	263 - TRANSPORTATION	10/16/24	6146	SUPERION, LLC	INV#5/12 SOFTWARE	92.74
	400 - WELLNESS CENTER	10/16/24	6146	SUPERION, LLC	INV#5/12 SOFTWARE	651.55
	552 - WATER	10/16/24	6146	SUPERION, LLC	INV#5/12 SOFTWARE	433.89
	553 - SEWER	10/16/24	6146	SUPERION, LLC	INV#5/12 SOFTWARE	435.31
	554 - REFUSE	10/16/24	6146	SUPERION, LLC	INV#5/12 SOFTWARE	171.29
	556 - VITA-PAKT	10/16/24	6146	SUPERION, LLC	INV#5/12 SOFTWARE	15.14
<b>26937</b>						<b>\$573.02</b>
	101 - GENERAL FUND	10/16/24	5625	SUPERIOR VISION SER	OCT. 2024 VISION PL	573.02
<b>26938</b>						<b>\$162.00</b>
	552 - WATER	10/16/24	1183	SWRCB	ENFORCEMENT ACTIVIT	162
<b>26939</b>						<b>\$13,105.54</b>
	101 - GENERAL FUND	10/16/24	518	TCAG	MEASURE R OCT. 2024	13105.54
<b>26940</b>						<b>\$2,091.36</b>
	101 - GENERAL FUND	10/16/24	144	THE GAS COMPANY	185 N GALE HILL	22.83
	101 - GENERAL FUND	10/16/24	144	THE GAS COMPANY	140 N MIRAGE	16.21
	101 - GENERAL FUND	10/16/24	144	THE GAS COMPANY	251 E HONOLULU	19.53
	101 - GENERAL FUND	10/16/24	144	THE GAS COMPANY	139 N SWEETBRIER-BB	17.86
	400 - WELLNESS CENTER	10/16/24	144	THE GAS COMPANY	740 SEQUOIA-BLDG	51
	400 - WELLNESS CENTER	10/16/24	144	THE GAS COMPANY	740 SEQUOIA-POOL	1963.93
<b>26941</b>						<b>\$1,157.16</b>
	400 - WELLNESS CENTER	10/16/24	3396	TK ELEVATOR CORPORA	WC-10/1-12/31 ELEVA	1157.16
<b>26942</b>						<b>\$60.00</b>
	101 - GENERAL FUND	10/16/24	6413	TRANS UNION LLC	8/26/24-9/25/24 SVC	60
<b>26943</b>						<b>\$5,000.00</b>
	101 - GENERAL FUND	10/16/24	1627	TU CO ECONOMIC DEVE	PUBLIC SECTOR FY24/	5000
<b>26944</b>						<b>\$15.00</b>
	101 - GENERAL FUND	10/16/24	1664	TU CO ENVIRONMENTAL	RETURNED CHECK FEE	15
<b>26945</b>						<b>\$7,476.48</b>
	101 - GENERAL FUND	10/16/24	5747	USA STAFFING INC.	8/25/24 CS-ANITA G.	1094.4
	101 - GENERAL FUND	10/16/24	5747	USA STAFFING INC.	8/25/24 CS-JOSE V.	1042.56
	101 - GENERAL FUND	10/16/24	5747	USA STAFFING INC.	9/1/24 CS-ANITA G.	1094.4
	101 - GENERAL FUND	10/16/24	5747	USA STAFFING INC.	9/1/24 CS-JOSE V.	961.92
	552 - WATER	10/16/24	5747	USA STAFFING INC.	9/15/24 CS-ANITA G.	547.2
	552 - WATER	10/16/24	5747	USA STAFFING INC.	9/22/24 CS-ANITA G.	547.2
	552 - WATER	10/16/24	5747	USA STAFFING INC.	9/29/24 CS-ANITA G.	547.2
	553 - SEWER	10/16/24	5747	USA STAFFING INC.	9/22/24 CS-ANITA G.	547.2
	554 - REFUSE	10/16/24	5747	USA STAFFING INC.	9/15/24 CS-ANITA G.	547.2
	554 - REFUSE	10/16/24	5747	USA STAFFING INC.	9/29/24 CS-ANITA G.	547.2
<b>26946</b>						<b>\$5,336.41</b>
	552 - WATER	10/16/24	5413	UNIVAR USA INC	CAUSTIC SODA 50% BU	5336.41
<b>26947</b>						<b>\$130.24</b>
	101 - GENERAL FUND	10/16/24	1041	VERIZON WIRELESS	642065758-00003 SEP	21.7
	101 - GENERAL FUND	10/16/24	1041	VERIZON WIRELESS	642065758-00003 SEP	21.71
	101 - GENERAL FUND	10/16/24	1041	VERIZON WIRELESS	642065758-00003 SEP	21.7
	552 - WATER	10/16/24	1041	VERIZON WIRELESS	642065758-00003 SEP	21.71
	553 - SEWER	10/16/24	1041	VERIZON WIRELESS	642065758-00003 SEP	21.71
	554 - REFUSE	10/16/24	1041	VERIZON WIRELESS	642065758-00003 SEP	21.71
<b>26948</b>						<b>\$1,391.46</b>
	261 - GAS TAX FUND	10/16/24	368	VOLLMER EXCAVATION,	LOAD OF COLD MIX	1391.46
<b>26949</b>						<b>\$150.51</b>
	101 - GENERAL FUND	10/16/24	612	WEISENBERGERS ACE H	NUT HEX, PIPE CLAMP	46.42
	101 - GENERAL FUND	10/16/24	612	WEISENBERGERS ACE H	SPRAYER PUMP, LEAD W	104.09
<b>26950</b>						<b>\$380.61</b>
	101 - GENERAL FUND	10/16/24	3576	WHITE CAP, L.P.	HAMMER DRILL KIT	380.61
<b>26951</b>						<b>\$637.50</b>
	101 - GENERAL FUND	10/16/24	2790	WILLDAN INC.	BUILDING INSPECTION	637.5

<b>26952</b>						<b>\$200.00</b>
	400 - WELLNESS CENTER	10/16/24	5912	YVETTE DURAN	SEPT. POUND CLASSES	200
<b>26953</b>						<b>\$329.08</b>
	101 - GENERAL FUND	10/25/24	1955	TEAMSTERS LOCAL 856	DED:0508 TEAMSTERS	329.08
<b>26954</b>						<b>\$1,445.92</b>
	101 - GENERAL FUND	10/25/24	6452	GREAT-WEST TRUST	DED:0500 DEF COMP	400
	101 - GENERAL FUND	10/25/24	6452	GREAT-WEST TRUST	DED:0555 DC LOANPAY	645.92
	101 - GENERAL FUND	10/25/24	6452	GREAT-WEST TRUST	DED:151 DEFERCOMP	400
<b>26955</b>						<b>\$389.70</b>
	101 - GENERAL FUND	10/25/24	4660	CITY OF LINDSAY	DED:052 WELLNESS	39.7
	101 - GENERAL FUND	10/25/24	4660	CITY OF LINDSAY	DED:CDBG CDBG PMT	350
<b>26956</b>						<b>\$366.72</b>
	101 - GENERAL FUND	10/25/24	3192	SEIU LOCAL 521	DED:COPE COPE SEIU	2
	101 - GENERAL FUND	10/25/24	3192	SEIU LOCAL 521	DED:DUES UNION DUES	364.72
<b>26957</b>						<b>\$6,936.70</b>
	101 - GENERAL FUND	10/25/24	6452	GREAT-WEST TRUST	DED:0500 DEF COMP	2162.25
	101 - GENERAL FUND	10/25/24	6452	GREAT-WEST TRUST	DED:0555 DC LOANPAY	1417.44
	101 - GENERAL FUND	10/25/24	6452	GREAT-WEST TRUST	DED:151 DEFERCOMP	2970.29
	101 - GENERAL FUND	10/25/24	6452	GREAT-WEST TRUST	DED:ROTH ROTH	386.72
<b>26958</b>						<b>\$23.10</b>
	101 - GENERAL FUND	10/25/24	2325	LINDSAY PUBLIC SAFE	DED:LPOA LPOA DUES	23.1
<b>26959</b>						<b>\$73.82</b>
	101 - GENERAL FUND	10/25/24	6246	MCDERMONT VENTURE I	DED:051 MCDERMONT	73.82
<b>26960</b>						<b>\$62.76</b>
	101 - GENERAL FUND	10/25/24	3042	STATE DISBURSEMENT	DED:0512 CHILD SUPT	62.76
<b>26961</b>						<b>\$489.65</b>
	101 - GENERAL FUND	10/25/24	1498	STATE OF CALIF FRAN	DED:0511 FTB - DEBT	489.65
<b>26962</b>						<b>\$284.31</b>
	101 - GENERAL FUND	10/25/24	1955	TEAMSTERS LOCAL 856	DED:0508 TEAMSTERS	284.31
<b>26963</b>						<b>\$715.10</b>
	101 - GENERAL FUND	10/25/24	007	AG IRRIGATION SALES	PERMA-LOC FEMALE	1.36
	101 - GENERAL FUND	10/25/24	007	AG IRRIGATION SALES	1' MARLEX 90* ST EL	7.92
	101 - GENERAL FUND	10/25/24	007	AG IRRIGATION SALES	2" #200 DIAPHRAM	16.12
	101 - GENERAL FUND	10/25/24	007	AG IRRIGATION SALES	24 VAC SOLENOID	11.23
	101 - GENERAL FUND	10/25/24	007	AG IRRIGATION SALES	BARB COUPLING&ELBOW	2.33
	101 - GENERAL FUND	10/25/24	007	AG IRRIGATION SALES	BOX COVER	12.55
	101 - GENERAL FUND	10/25/24	007	AG IRRIGATION SALES	FALCON ROTOR SPKS	102.77
	101 - GENERAL FUND	10/25/24	007	AG IRRIGATION SALES	PERMA LOC COUPLING	2.2
	101 - GENERAL FUND	10/25/24	007	AG IRRIGATION SALES	SPRAYHEAD,NOZZLE	64.47
	552 - WATER	10/25/24	007	AG IRRIGATION SALES	10' ROUND COVER	8.16
	552 - WATER	10/25/24	007	AG IRRIGATION SALES	BOX COVER&LID,VALVE	16.39
	552 - WATER	10/25/24	007	AG IRRIGATION SALES	HOT GLUE,TEFLON TAP	73.6
	552 - WATER	10/25/24	007	AG IRRIGATION SALES	PIPE,HOT GLUE,COUPL	80.58
	552 - WATER	10/25/24	007	AG IRRIGATION SALES	PRIMER,GLUE,TAPE,PU	103.16
	552 - WATER	10/25/24	007	AG IRRIGATION SALES	SHOVELS	97.94
	553 - SEWER	10/25/24	007	AG IRRIGATION SALES	BOX COVER&LID,VALVE	16.39
	553 - SEWER	10/25/24	007	AG IRRIGATION SALES	SHOVELS	97.93
<b>26964</b>						<b>\$3,719.25</b>
	101 - GENERAL FUND	10/25/24	3353	ANDREW ROBINSON	OCT2024-ADV DISABIL	3719.25
<b>26965</b>						<b>\$399.08</b>
	101 - GENERAL FUND	10/25/24	5457	AUTO ZONE COMMERCIA	AIR FILTER,MOTOR OI	13.46
	101 - GENERAL FUND	10/25/24	5457	AUTO ZONE COMMERCIA	AIR FILTER,MOTOR OI	13.46
	261 - GAS TAX FUND	10/25/24	5457	AUTO ZONE COMMERCIA	AIR FILTER,MOTOR OI	14.11
	552 - WATER	10/25/24	5457	AUTO ZONE COMMERCIA	OIL FILTER,MOTOR OI	62.65
	552 - WATER	10/25/24	5457	AUTO ZONE COMMERCIA	SPARK PLUG	10.09
	552 - WATER	10/25/24	5457	AUTO ZONE COMMERCIA	TOOL SET,SOCKET MAG	78.28
	552 - WATER	10/25/24	5457	AUTO ZONE COMMERCIA	VIN#0628-BATTERY	0
	553 - SEWER	10/25/24	5457	AUTO ZONE COMMERCIA	AIR FILTER,MOTOR OI	13.46
	553 - SEWER	10/25/24	5457	AUTO ZONE COMMERCIA	FUEL FILTER	9.25
	553 - SEWER	10/25/24	5457	AUTO ZONE COMMERCIA	MOTOR OIL,OIL FILTE	112.05
	553 - SEWER	10/25/24	5457	AUTO ZONE COMMERCIA	OIL FILTER,MOTOR OI	62.65
	553 - SEWER	10/25/24	5457	AUTO ZONE COMMERCIA	VIN#0628-BATTERY	0
	554 - REFUSE	10/25/24	5457	AUTO ZONE COMMERCIA	AIR FILTER,MOTOR OI	9.62
<b>26966</b>						<b>\$757.46</b>
	101 - GENERAL FUND	10/25/24	6351	CANON FINANCIAL SER	CC-#3FW01164 OCT.	368.98
	101 - GENERAL FUND	10/25/24	6351	CANON FINANCIAL SER	WC-#2UL13180-LATE F	50
	400 - WELLNESS CENTER	10/25/24	6351	CANON FINANCIAL SER	#2UL13180-COLOR COP	237.76
	400 - WELLNESS CENTER	10/25/24	6351	CANON FINANCIAL SER	WC-#2UL13180 OCT.	100.72
<b>26967</b>						<b>\$341.18</b>
	400 - WELLNESS CENTER	10/25/24	6500	CHARTER COMMUNICATI	WC-VOICE & INTERNET	341.18
<b>26968</b>						<b>\$318.69</b>
	101 - GENERAL FUND	10/25/24	4717	COUNTY OF TULARE /	8/01-16/24 PRINTING	318.69
<b>26969</b>						<b>\$1,021.00</b>
	101 - GENERAL FUND	10/25/24	316	DEPT OF JUSTICE	APRIL FINGERPRINTS	64
	101 - GENERAL FUND	10/25/24	316	DEPT OF JUSTICE	APRIL FINGERPRINTS	747
	101 - GENERAL FUND	10/25/24	316	DEPT OF JUSTICE	JULY ALCOHOL ANALYS	210
<b>26970</b>						<b>\$12,832.37</b>
	781 - CAL HOME RLF	10/25/24	2540	DEPT.OF HOUSING & C	CALHOM10/15/24 TO H	12832.37
<b>26971</b>						<b>\$995.02</b>
	700 - CDBG REVOLVING LN FUND	10/25/24	2540	DEPT.OF HOUSING & C	CDBG 10/15/24 TO HC	995.02

<b>26972</b>						<b>\$7,828.78</b>
	720 - HOME REVOLVING LN FUND	10/25/24	2540	DEPT.OF HOUSING & C	HOME 10/15/24 TO HC	7828.78
<b>26973</b>						<b>\$261.88</b>
	101 - GENERAL FUND	10/25/24	633	ENTENMANN-ROVIN CO	DOME BADGE,CAP PIEC	261.88
<b>26974</b>						<b>\$8,379.65</b>
	552 - WATER	10/25/24	137	FRIANT WATER AUTHOR	SLDMWA EXCHANGE COS	8379.65
<b>26975</b>						<b>\$1,430.33</b>
	101 - GENERAL FUND	10/25/24	6010	FRONTIER COMMUNICAT	209-151-2650	21.62
	101 - GENERAL FUND	10/25/24	6010	FRONTIER COMMUNICAT	209-151-2652	43.23
	101 - GENERAL FUND	10/25/24	6010	FRONTIER COMMUNICAT	209-151-2656	43.23
	101 - GENERAL FUND	10/25/24	6010	FRONTIER COMMUNICAT	209-151-2662	57.17
	101 - GENERAL FUND	10/25/24	6010	FRONTIER COMMUNICAT	209-188-3200	5.29
	101 - GENERAL FUND	10/25/24	6010	FRONTIER COMMUNICAT	562-2512	189.34
	101 - GENERAL FUND	10/25/24	6010	FRONTIER COMMUNICAT	209-151-2650	21.62
	101 - GENERAL FUND	10/25/24	6010	FRONTIER COMMUNICAT	209-188-3200	5.29
	101 - GENERAL FUND	10/25/24	6010	FRONTIER COMMUNICAT	209-042-9309	2.99
	552 - WATER	10/25/24	6010	FRONTIER COMMUNICAT	209-150-2936	78.68
	552 - WATER	10/25/24	6010	FRONTIER COMMUNICAT	209-151-2650	21.62
	552 - WATER	10/25/24	6010	FRONTIER COMMUNICAT	209-188-3200	5.29
	552 - WATER	10/25/24	6010	FRONTIER COMMUNICAT	562-1552	134.51
	552 - WATER	10/25/24	6010	FRONTIER COMMUNICAT	562-7131	182.6
	553 - SEWER	10/25/24	6010	FRONTIER COMMUNICAT	209-150-3621	113.73
	553 - SEWER	10/25/24	6010	FRONTIER COMMUNICAT	209-151-2650	21.61
	553 - SEWER	10/25/24	6010	FRONTIER COMMUNICAT	209-151-2654	43.23
	553 - SEWER	10/25/24	6010	FRONTIER COMMUNICAT	209-151-2655	43.23
	553 - SEWER	10/25/24	6010	FRONTIER COMMUNICAT	209-188-3200	5.29
	553 - SEWER	10/25/24	6010	FRONTIER COMMUNICAT	562-7132	390.76
<b>26976</b>						<b>\$150.29</b>
	101 - GENERAL FUND	10/25/24	1391	HOME DEPOT	DRYWALL PANEL,TAPE	52.01
	101 - GENERAL FUND	10/25/24	1391	HOME DEPOT	GALV PANEL CLAMP SE	98.28
<b>26977</b>						<b>\$66,052.06</b>
	101 - GENERAL FUND	10/25/24	6100	KEENAN & ASSOCIATES	NOV. PPO 250 COBRA	2115.2
	101 - GENERAL FUND	10/25/24	6100	KEENAN & ASSOCIATES	NOV. PPO 250 RETIRE	2063.62
	101 - GENERAL FUND	10/25/24	6100	KEENAN & ASSOCIATES	NOV. PPO 250 ACTIVE	52364.34
	101 - GENERAL FUND	10/25/24	6100	KEENAN & ASSOCIATES	NOV. PPO 500 ACTIVE	9508.9
<b>26978</b>						<b>\$162.00</b>
	101 - GENERAL FUND	10/25/24	3600	KEVIN RILEY	MEAL STIPEND-SLI TR	162
<b>26979</b>						<b>\$2,044.17</b>
	552 - WATER	10/25/24	6498	PACWEST DIRECT	10/8/24 UB DEL. PRI	275.63
	552 - WATER	10/25/24	6498	PACWEST DIRECT	10/9/24 UB PRINTING	746.46
	553 - SEWER	10/25/24	6498	PACWEST DIRECT	10/8/24 UB DEL. PRI	275.62
	553 - SEWER	10/25/24	6498	PACWEST DIRECT	10/9/24 UB PRINTING	746.46
<b>26980</b>						<b>\$10,368.70</b>
	552 - WATER	10/25/24	4618	PROVOST & PRITCHARD	FEASIBILITY STUDY U	3894.4
	600 - CAPITAL IMPROVEMENT	10/25/24	4618	PROVOST & PRITCHARD	VARIOUS RD IMPROVEM	6474.3
<b>26981</b>						<b>\$56,383.50</b>
	101 - GENERAL FUND	10/25/24	399	QUAD KNOPF,INC.	CEQA REVIEW HIDDEN	1830.4
	101 - GENERAL FUND	10/25/24	399	QUAD KNOPF,INC.	CUP 24-02 RECYCLING	2712.2
	101 - GENERAL FUND	10/25/24	399	QUAD KNOPF,INC.	GEN PLANNING SVCS	5943.72
	101 - GENERAL FUND	10/25/24	399	QUAD KNOPF,INC.	HIDDEN OAKS TSM ZC	2002.2
	101 - GENERAL FUND	10/25/24	399	QUAD KNOPF,INC.	LLA 24-01 HERMOSA A	738.4
	101 - GENERAL FUND	10/25/24	399	QUAD KNOPF,INC.	PRELIMINARY PROJECT	71
	101 - GENERAL FUND	10/25/24	399	QUAD KNOPF,INC.	SPECIAL EVENT PERMI	951.4
	101 - GENERAL FUND	10/25/24	399	QUAD KNOPF,INC.	TRAVEL CENTER CUP&T	56.8
	101 - GENERAL FUND	10/25/24	399	QUAD KNOPF,INC.	VITA-PAKT ZC	14.2
	101 - GENERAL FUND	10/25/24	399	QUAD KNOPF,INC.	2024 GEN. ENGINEERI	1721.2
	101 - GENERAL FUND	10/25/24	399	QUAD KNOPF,INC.	CITY STANDARDS	2693.7
	101 - GENERAL FUND	10/25/24	399	QUAD KNOPF,INC.	DEAD METER COORDINA	210
	101 - GENERAL FUND	10/25/24	399	QUAD KNOPF,INC.	FINAL PARCEL MAP	2520.7
	101 - GENERAL FUND	10/25/24	399	QUAD KNOPF,INC.	FINAL SUB MAP-PHASE	273.4
	101 - GENERAL FUND	10/25/24	399	QUAD KNOPF,INC.	GEN ENGINEER-IMP PL	935
	101 - GENERAL FUND	10/25/24	399	QUAD KNOPF,INC.	GEN ENGINEER-O'HARA	608.5
	101 - GENERAL FUND	10/25/24	399	QUAD KNOPF,INC.	GEN PW&ADMIN ASSIST	3192.7
	101 - GENERAL FUND	10/25/24	399	QUAD KNOPF,INC.	IMPROVEMENT PLAN	1214.1
	101 - GENERAL FUND	10/25/24	399	QUAD KNOPF,INC.	LANDSCAPE PLAN	41.7
	101 - GENERAL FUND	10/25/24	399	QUAD KNOPF,INC.	REVIEW 2ND SUBMITTA	1512.7
	101 - GENERAL FUND	10/25/24	399	QUAD KNOPF,INC.	SITE PLAN REVIEW	3082.8
	101 - GENERAL FUND	10/25/24	399	QUAD KNOPF,INC.	STREETS	630
	552 - WATER	10/25/24	399	QUAD KNOPF,INC.	WATER	11000.35
	553 - SEWER	10/25/24	399	QUAD KNOPF,INC.	EXTRATERRITORIAL AG	1214.5
	553 - SEWER	10/25/24	399	QUAD KNOPF,INC.	SEWER	735
	600 - CAPITAL IMPROVEMENT	10/25/24	399	QUAD KNOPF,INC.	ROUNDAABOUT LANDSCAP	1435.7
	600 - CAPITAL IMPROVEMENT	10/25/24	399	QUAD KNOPF,INC.	TULARE/FOOTHILL REH	7296.13
	600 - CAPITAL IMPROVEMENT	10/25/24	399	QUAD KNOPF,INC.	TULARE-FOOTHILL REH	630
	600 - CAPITAL IMPROVEMENT	10/25/24	399	QUAD KNOPF,INC.	OLIVE BOWL-BIDDING	1115
<b>26982</b>						<b>\$10,611.54</b>
	552 - WATER	10/25/24	4555	THATCHER COMPANY IN	2024250105639-CHLOR	10611.54
	552 - WATER	10/25/24	4555	THATCHER COMPANY IN	BOTTLE DEPOSIT	0
<b>26983</b>						<b>\$299.65</b>
	101 - GENERAL FUND	10/25/24	5624	SIERRA SANITATION,	9/14-10/11/24 RENTA	299.65

<b>26984</b>						<b>\$489.71</b>
	101 - GENERAL FUND	10/25/24	310	SOUTHERN CA. EDISON	700477332697-LATE F	0.1
	261 - GAS TAX FUND	10/25/24	310	SOUTHERN CA. EDISON	108 HERMOSA PED	4.46
	261 - GAS TAX FUND	10/25/24	310	SOUTHERN CA. EDISON	108 W HERMOSA LS3	31
	261 - GAS TAX FUND	10/25/24	310	SOUTHERN CA. EDISON	135 W HONOLULU	114.45
	261 - GAS TAX FUND	10/25/24	310	SOUTHERN CA. EDISON	150 E HONOLULU LS3B	138.24
	261 - GAS TAX FUND	10/25/24	310	SOUTHERN CA. EDISON	151 W HONOLULU LS3C	69.27
	261 - GAS TAX FUND	10/25/24	310	SOUTHERN CA. EDISON	151 W SAMOA ST LS3D	79.54
	261 - GAS TAX FUND	10/25/24	310	SOUTHERN CA. EDISON	269 N SWEETBRIAR	52.65
<b>26985</b>						<b>\$4,731.66</b>
	101 - GENERAL FUND	10/25/24	6146	SUPERION, LLC	INV#6/12 SOFTWARE	78.07
	101 - GENERAL FUND	10/25/24	6146	SUPERION, LLC	INV#6/12 SOFTWARE	73.34
	101 - GENERAL FUND	10/25/24	6146	SUPERION, LLC	INV#6/12 SOFTWARE	238
	101 - GENERAL FUND	10/25/24	6146	SUPERION, LLC	INV#6/12 SOFTWARE	1718.07
	101 - GENERAL FUND	10/25/24	6146	SUPERION, LLC	INV#6/12 SOFTWARE	271.6
	101 - GENERAL FUND	10/25/24	6146	SUPERION, LLC	INV#6/12 SOFTWARE	158.04
	101 - GENERAL FUND	10/25/24	6146	SUPERION, LLC	INV#6/12 SOFTWARE	281.53
	261 - GAS TAX FUND	10/25/24	6146	SUPERION, LLC	INV#6/12 SOFTWARE	113.09
	263 - TRANSPORTATION	10/25/24	6146	SUPERION, LLC	INV#6/12 SOFTWARE	92.74
	400 - WELLNESS CENTER	10/25/24	6146	SUPERION, LLC	INV#6/12 SOFTWARE	651.55
	552 - WATER	10/25/24	6146	SUPERION, LLC	INV#6/12 SOFTWARE	433.89
	553 - SEWER	10/25/24	6146	SUPERION, LLC	INV#6/12 SOFTWARE	435.31
	554 - REFUSE	10/25/24	6146	SUPERION, LLC	INV#6/12 SOFTWARE	171.29
	556 - VITA-PAKT	10/25/24	6146	SUPERION, LLC	INV#6/12 SOFTWARE	15.14
<b>26986</b>						<b>\$704.00</b>
	552 - WATER	10/25/24	1183	SWRCB	HERMOSA ST IMPROVEM	704
<b>26987</b>						<b>\$301.35</b>
	101 - GENERAL FUND	10/25/24	5792	THOMSON REUTERS - W	SEPT. ONLINE/SOFTWA	301.35
<b>26988</b>						<b>\$177.00</b>
	400 - WELLNESS CENTER	10/25/24	2399	TULARE COUNTY ENVIR	FOOD EVENT-ORGANIZE	177
<b>26989</b>						<b>\$454.52</b>
	552 - WATER	10/25/24	1513	UNITED RENTALS, INC	BLADES ,DIA MSNRY	227.26
	553 - SEWER	10/25/24	1513	UNITED RENTALS, INC	BLADES ,DIA MSNRY	227.26
<b>26990</b>						<b>\$2,188.80</b>
	552 - WATER	10/25/24	5747	USA STAFFING INC.	10/13/24 CS-ANITA G	547.2
	552 - WATER	10/25/24	5747	USA STAFFING INC.	10/6/24 CS-ANITA G.	547.2
	554 - REFUSE	10/25/24	5747	USA STAFFING INC.	10/13/24 CS-ANITA G	547.2
	554 - REFUSE	10/25/24	5747	USA STAFFING INC.	10/6/24 CS-ANITA G.	547.2
<b>26991</b>						<b>\$1,334.79</b>
	101 - GENERAL FUND	10/25/24	1041	VERIZON WIRELESS	642065758-00001 SEP	125.82
	101 - GENERAL FUND	10/25/24	1041	VERIZON WIRELESS	642065758-00004 SEP	1208.97
<b>26992</b>						<b>\$250.00</b>
	101 - GENERAL FUND	10/31/24	6604	HIPOLITO CERROS	NOV. COUNCIL STIPEN	250
<b>26993</b>						<b>\$250.00</b>
	101 - GENERAL FUND	10/31/24	4873	MISTY VILLARREAL	NOV. COUNCIL STIPEN	250
<b>26994</b>						<b>\$300.00</b>
	101 - GENERAL FUND	10/31/24	6602	RAMIRO SERNA	NOV. COUNCIL STIPEN	300
<b>26995</b>						<b>\$250.00</b>
	101 - GENERAL FUND	10/31/24	5511	ROSAENA SANCHEZ	NOV. COUNCIL STIPEN	250
<b>26996</b>						<b>\$275.00</b>
	101 - GENERAL FUND	10/31/24	4068	YOLANDA FLORES	NOV. COUNCIL STIPEN	275
<b>AFLAC101</b>						<b>\$701.68</b>
	101 - GENERAL FUND	10/25/24	3977	AFLAC	AFLAC DED OCT 2024	701.68
<b>AFLAC901</b>						<b>\$701.68</b>
	101 - GENERAL FUND	10/25/24	3977	AFLAC	AFLAC DED SEPT2024	701.68
<b>BOCOCT24</b>						<b>\$7,340.17</b>
	552 - WATER	10/15/24	2960	UNITED STATES BUREA	PAYMENT PLAN 13/36	7340.17
<b>EDD1018</b>						<b>\$4,501.24</b>
	101 - GENERAL FUND	10/22/24	687	STATE OF CALIFORNIA	PIT SDI PRPD 10.18.	4501.24
<b>IMP63024</b>						<b>\$9,564.49</b>
	779 - 00-HOME-0487	10/18/24	2784	CITY OF LINDSAY - F	REIMB APR-JUN 2024	9564.49
<b>IMP93024</b>						<b>\$10,640.94</b>
	779 - 00-HOME-0487	10/18/24	2784	CITY OF LINDSAY - F	REIMBURSE JULY-SEPT	10640.94
<b>IRS1018</b>						<b>\$34,653.28</b>
	101 - GENERAL FUND	10/22/24	2011	INTERNAL REVENUE SE	FED PRPD 10.18.24	12318.52
	101 - GENERAL FUND	10/22/24	2011	INTERNAL REVENUE SE	FICA/MED PRPD 10.18	22334.76
<b>METOCT24</b>						<b>\$224.76</b>
	101 - GENERAL FUND	11/01/24	6767	METLIFE	OCT 2024 LEGAL DEDU	224.76
<b>NAVI1018</b>						<b>\$90.42</b>
	101 - GENERAL FUND	10/18/24	4924	NAVIA BENEFIT SOLUT	FSA 10/18/24	90.42
<b>NAVI1025</b>						<b>\$136.55</b>
	101 - GENERAL FUND	10/25/24	4924	NAVIA BENEFIT SOLUT	10/25/2024	136.55
<b>PPA92404</b>						<b>\$951.98</b>
	101 - GENERAL FUND	10/28/24	457	PUBLIC EMPLOYEES RE	PPACARRILLO 9/1-9/1	313.78
	101 - GENERAL FUND	10/28/24	457	PUBLIC EMPLOYEES RE	PPACARRILLO 9/1-9/1	638.2
<b>SRV10243</b>						<b>\$32,783.97</b>
	101 - GENERAL FUND	10/28/24	457	PUBLIC EMPLOYEES RE	25354 CTPD 9/15-9/2	887.57
	101 - GENERAL FUND	10/28/24	457	PUBLIC EMPLOYEES RE	25354 MBPD 9/15-9/2	886.91
	101 - GENERAL FUND	10/28/24	457	PUBLIC EMPLOYEES RE	25355 CTPD 9/15-9/2	3700.82
	101 - GENERAL FUND	10/28/24	457	PUBLIC EMPLOYEES RE	25355 MBPD 9/15-9/2	3698.14

101 - GENERAL FUND	10/28/24	457	PUBLIC EMPLOYEES RE	26330 CTPD 9/15-9/2	2892.77
101 - GENERAL FUND	10/28/24	457	PUBLIC EMPLOYEES RE	26330 MBPD 9/15-9/2	2848.63
101 - GENERAL FUND	10/28/24	457	PUBLIC EMPLOYEES RE	433 CTPD 9/15-9/28	7261.45
101 - GENERAL FUND	10/28/24	457	PUBLIC EMPLOYEES RE	433 MBPD 9/15-9/28	3557.29
101 - GENERAL FUND	10/28/24	457	PUBLIC EMPLOYEES RE	434 CTPD 9/15-9/28	5166.81
101 - GENERAL FUND	10/28/24	457	PUBLIC EMPLOYEES RE	434 MBPD 9/15-9/28	1883.58
<b>SRV9243</b>					<b>\$31,649.59</b>
101 - GENERAL FUND	10/28/24	457	PUBLIC EMPLOYEES RE	25354 CTPD 8/18-8/3	888.84
101 - GENERAL FUND	10/28/24	457	PUBLIC EMPLOYEES RE	25354 MBPD 8/18-8/3	888.18
101 - GENERAL FUND	10/28/24	457	PUBLIC EMPLOYEES RE	25355 CTPD 8/18-8/3	3039.59
101 - GENERAL FUND	10/28/24	457	PUBLIC EMPLOYEES RE	25355 MBPD 8/18-8/3	3037.39
101 - GENERAL FUND	10/28/24	457	PUBLIC EMPLOYEES RE	26330 CTPD 8/18-8/3	2896.09
101 - GENERAL FUND	10/28/24	457	PUBLIC EMPLOYEES RE	26330 MBPD 8/18-8/3	2851.91
101 - GENERAL FUND	10/28/24	457	PUBLIC EMPLOYEES RE	433 CTPD 8/18-8/31	6623.25
101 - GENERAL FUND	10/28/24	457	PUBLIC EMPLOYEES RE	433 MBPD 8/18-8/31	3243.51
101 - GENERAL FUND	10/28/24	457	PUBLIC EMPLOYEES RE	434 CTPD 8/18-8/31	5996.04
101 - GENERAL FUND	10/28/24	457	PUBLIC EMPLOYEES RE	434 MBPD 8/18-8/31	2184.79
<b>SRV9244</b>					<b>\$33,923.41</b>
101 - GENERAL FUND	10/28/24	457	PUBLIC EMPLOYEES RE	25354 CTPD 9/1-9/14	982.84
101 - GENERAL FUND	10/28/24	457	PUBLIC EMPLOYEES RE	25354 MBPD 9/1-9/14	982.12
101 - GENERAL FUND	10/28/24	457	PUBLIC EMPLOYEES RE	25355 CTPD 9/1-9/14	3935.79
101 - GENERAL FUND	10/28/24	457	PUBLIC EMPLOYEES RE	25355 MBPD 9/1-9/14	3932.93
101 - GENERAL FUND	10/28/24	457	PUBLIC EMPLOYEES RE	26330 CTPD 9/1-9/14	2967.81
101 - GENERAL FUND	10/28/24	457	PUBLIC EMPLOYEES RE	26330 MBPD 9/1-9/14	2922.52
101 - GENERAL FUND	10/28/24	457	PUBLIC EMPLOYEES RE	433 CTPD 9/1-9/14	6623.25
101 - GENERAL FUND	10/28/24	457	PUBLIC EMPLOYEES RE	433 MBPD 9/1-9/14	3243.51
101 - GENERAL FUND	10/28/24	457	PUBLIC EMPLOYEES RE	434 CTPD 9/1-9/14	6106.87
101 - GENERAL FUND	10/28/24	457	PUBLIC EMPLOYEES RE	434 MBPD 9/1-9/14	2225.77

SUMMARY BY FUNDING SOURCE		\$810,082.15
101 - GENERAL FUND		369,291.42
261 - GAS TAX FUND		7,585.08
263 - TRANSPORTATION		802.14
300 - MCDERMONT SALE PROCEEDS		-
400 - WELLNESS CENTER		22,968.71
552 - WATER		90,162.06
553 - SEWER		25,390.01
554 - REFUSE		3,251.02
556 - VITA-PAKT		2,025.03
600 - CAPITAL IMPROVEMENT		231,944.35
660 - RDA OBLIGATION RETIREMENT		-
700 - CDBG REVOLVING LN FUND		2,049.30
702 - CHFA-HELP LHBP		-
720 - HOME REVOLVING LN FUND		17,418.61
779 - 00-HOME-0487		20,987.05
781 - CAL HOME RLF		12,832.37
883 - SIERRA VIEW ASSESSMENT		1,298.00
884 - HERITAGE ASSESSMENT DIST		315.00
886 - SAMOA		199.00
887 - SWEETBRIER TOWNHOUSES		601.00
888 - PARKSIDE		225.00
889 - SIERRA VISTA ASSESSMENT		97.00
890 - MAPLE VALLEY ASSESSMENT		55.00
891 - PELOUS RANCH		585.00
<b>TOTAL</b>		<b>\$810,082.15</b>





## STAFF REPORT

TO: Lindsay City Council

MEETING DATE: November 12, 2024

Item #: 10.4  
Consent

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**DEPARTMENT:** Finance

**FROM:** Lacy Meneses, Finance Director

**AGENDA TITLE:** October 2024 Monthly Treasurer's Report

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### ACTION & RECOMMENDATION

Accept the October 2024 Monthly Treasurer's Report.

### BACKGROUND | ANALYSIS

The October 2024 Monthly Treasurer's Report is submitted for Council review and acceptance.

### FISCAL IMPACT

There is no fiscal impact associated with this action.

### ATTACHMENTS

1. October 2024 Treasurer's Report

Reviewed/Approved:



**Monthly Treasurer's Report**  
**OCTOBER 31, 2024**  
**Cash Balances Classified by Depository**

**CASH RESOURCES**

LOCATION	GL ACCOUNT #	TYPE	BALANCE
Cash Register Funds (City Hall & Wellness)	100-102	RES	\$1,100
Bank of the Sierra- Depository Account	100-114	GEN	8,219,999
Bank of the Sierra - Wellness Center	100-500	GEN	576,857
Bank of the Sierra - Impound Account	100-120	RES	29,013
LAIF Savings: City & Successor Agency	100-103	INV-RES	4,764,489
MBS Investments	100-700	INV-RES	5,800,925
<b>TOTAL</b>			<b>\$19,392,382</b>

**CASH EXPENDED**

ACCOUNTS PAYABLE & PAYROLL	AMOUNT
Accounts Payable	\$838,908
Payroll (October 4 Payday)	\$315,961
Payroll (October 18 Payday)	\$299,416
<b>TOTAL</b>	<b>\$ 1,454,285</b>

DEBT SERVICE	AMOUNT
None.	
<b>TOTAL</b>	<b>\$ -</b>

**INVESTMENTS**

**INVESTMENT POLICY COMPLIANCE**

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

<b>INVESTED FUNDS</b>	<b>\$10,565,414</b>
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Respectfully submitted,

*Lacy Meneses*

Director of Finance  
City of Lindsay

**ABBREVIATIONS**

GEN: GENERAL UNRESTRICTED  
RES: RESTRICTED ACTIVITY  
INV: INVESTMENT



## STAFF REPORT

TO: Lindsay City Council

MEETING DATE: November 12, 2024

Item #: 10.5  
Consent

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**DEPARTMENT:** City Manager

**FROM:** Daymon Qualls, City Manager

**AGENDA TITLE:** SB 125 Program Cooperative Agreement

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### ACTION & RECOMMENDATION

Authorize the Mayor or Mayor Pro Tem to execute the SB 125 Program Cooperative Agreement with the Tulare County Association of Governments (TCAG) granting the City access to crucial funding for transit improvements that will benefit the community.

### BACKGROUND | ANALYSIS

The City of Lindsay has the opportunity to enter into a Cooperative Agreement with the Tulare County Association of Governments (TCAG), which acts as the Regional Transportation Planning Agency for Tulare County. This agreement facilitates funding for transit capital improvements and/or operational costs under the State of California's SB 125 Program, established by the Budget Act of 2023.

The SB 125 Program is designed to provide formula-based funding for transit capital and intercity rail improvements, as well as zero-emission transit initiatives. The agreement allows the City to secure funding for specific projects that will enhance public transit services within our jurisdiction.

### FISCAL IMPACT

The exact funding amount will be determined based on the applications submitted for specific projects.

### ATTACHMENTS

1. Draft SB 125 Program Cooperative Agreement

Reviewed/Approved 

# **SB 125 PROGRAM COOPERATIVE AGREEMENT**

**THIS SB 125 PROGRAM COOPERATIVE AGREEMENT** ("Agreement") is made and entered into on \_\_\_\_\_, by and between the **CITY OF LINDSAY** ("SPONSOR") and the **TULARE COUNTY ASSOCIATION OF GOVERNMENTS**, acting as the Regional Transportation Planning Agency for Tulare County ("TCAG"). SPONSOR and TCAG are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

## **RECITALS**

**WHEREAS**, TCAG and SPONSOR desire to enter into an Agreement for funding of transit capital improvements and/or operational costs in Tulare County pursuant to the authority provided by the State of California's Budget Act of 2023 SB 125 Program Formula-Based Transit and Intercity Rail Capital Program & Zero Emission Transit Capital Program ("SB 125 Program"); and

**WHEREAS**, SPONSOR desires to receive SB 125 Program funding from TCAG for transit capital improvement projects and/or operational costs ("Projects") to be developed and/or identified by SPONSOR; and,

**WHEREAS**, TCAG is authorized under the SB 125 Program to disburse SB 125 Program funds to SPONSOR in accordance with the "Final Guidelines" promulgated as of September 29, 2023 for the SB 125 Program by the California State Transportation Agency, as those "Final Guidelines" may be amended or supplemented from time-to-time (the "SB 125 Program Guidelines").

**NOW, THEREFORE**, the Parties represent, covenant and agree as follows:

## **AGREEMENT**

This Agreement shall have no force or effect with respect to a specific Project unless and until a project-specific Program Supplement to this Agreement (a "Program Supplement") has been fully executed by both TCAG and SPONSOR.

## **SECTION I** **Covenants of SPONSOR**

**1.1 Compliance with SB 125 Program Requirements.** SPONSOR agrees to abide by the terms and conditions of TCAG as set forth herein for the receipt of SB 125 Program funds and to comply with the SB 125 Program Guidelines (**Appendix**); and TCAG'S adopted SB 125 Program Policies and Procedures, if any, as well as any subsequent amendments or updates thereto.

## 1.2. Project Application.

1.2a. **Transit Capital Improvement and/or Operational Costs Projects** - The complete Project description, scope of work, delivery schedule, estimate of cost by activity, anticipated amount and type of funds that will supplement SB 125 Program funds, and the anticipated timing for release of SB 125 Program funds shall be specified in SPONSOR'S application for SB 125 Program funds and approved by TCAG. Such an application is in addition to any annual transit expansion or equivalent plan or application that SPONSOR may be required to submit to TCAG in order to receive Measure R or other transit planning, operational, or capital improvement funds.

1.3. **Project Scope.** A Project scope of work or any change to such may not be implemented until it has been approved by TCAG in accordance with the SB 125 Program Guidelines.

1.4. **Eligible Reimbursement Costs.** Eligible reimbursement costs shall be costs as specified in the SB 125 Program Guidelines or as may be approved from time to time by TCAG pursuant to Section 1.2. In no event shall expenses incurred prior to the execution of this Agreement be considered eligible reimbursement costs.

1.5. **SB 125 Program Percentage Share Defined.** For this Agreement, the SB 125 Program percentage share of eligible costs shall be as set forth in the approved application for the specific Project.

1.6. **Invoices and Progress Reports.** Starting one month after the execution of this Agreement, SPONSOR shall provide TCAG with quarterly progress reports concerning the Project. SPONSOR shall provide invoices no less than monthly for activities conducted over the prior unbilled month. These documents shall include the following specified information:

1.6.a. **SPONSOR'S Staff Expenses.** SPONSOR may include in the invoice direct staff expenses for the eligible costs of the Project.

1.6.b. **Copies of Consultant Invoices.** SPONSOR shall provide TCAG with one (1) copy of all invoices submitted to SPONSOR by every consultant, subconsultant, contractor, or subcontractor performing work related to the Project.

1.6.c. **Progress Reports.** The quarterly progress reports shall include a brief description of the status of the Project and the work completed to date. This summary may be included on the invoices submitted to TCAG or be attached to those invoices.

1.6.d. **Deadline to Submit Reimbursement Requests.** All invoices and progress reports shall be submitted to TCAG on or before 5:00 p.m. on the tenth (10th) calendar day of the month in which SPONSOR requests reimbursement payments. TCAG shall issue reimbursement payments to SPONSOR on or before the last day of the month for all timely submittals.

1.6.e. **Late Submittals.** If SPONSOR fails to submit documents to TCAG as set forth in Section 1.5.d, above, then TCAG shall provide reimbursement payments for late submittals in the following calendar month.

1.7. **Use of Funds.** SPONSOR shall use SB 125 Program funds consistent with the Project scope of work approved by TCAG pursuant to Section 1.2.

1.8. **Submittal of Documents.** SPONSOR shall provide copies to TCAG of all executed contracts which relate to the Project scope approved by TCAG pursuant to Section 1.2. SPONSOR shall retain records pertaining to the Project for a four (4) year period following completion of the Project.

1.9. **Completion of Project.** SPONSOR shall be responsible for the timely completion of construction and provide management of consultant and contractor activities, including responsibility for schedule, budget and oversight of the services, consistent with the scope of work.

1.9.a. **Letter of Project Completion.** SPONSOR shall provide TCAG with a letter of Project completion which includes final cost, revenues, and schedule of activities. This letter shall accompany the final invoice for payment from SPONSOR to provide notice of Project account closing by TCAG.

1.10. **Provision of Signs.** SPONSOR shall install SB 125 Program signs approved and/or required by TCAG. SB 125 Program Signs shall be posted at locations agreed upon by TCAG and SPONSOR.

1.11. **Cost-Savings and Excess Costs.**

1.10.a. **Definition of Cost Savings.** After a Project has been accepted by SPONSOR as complete, any positive difference between the total Project cost, as approved by TCAG pursuant to Section 1.2, and the total amount invoiced to TCAG shall be considered Project cost savings.

1.11.b. **Cost Savings.** If, according to the most recently amended SB 125 Program Guidelines, the Projects are not segments of a larger project, or if all other segments of the larger project have been completed, then TCAG shall allocate the SB 125 Program share according to the Adopted Policies and Procedures, if any.

1.11.c. **Segmented Projects.** If, according to the most recently amended SB 125 Program Guidelines, the Project is a segment of a larger project and other segments have not been completed, then TCAG shall allocate the SB 125 Program share (as specified in Section 1.4) of these cost savings to the uncompleted segment(s) of the larger project.

1.11.d. **Excess Costs:** If the actual total Project costs exceed the estimate approved by TCAG, then this amount will be considered an excess cost.

1.11.e. **Reconciliation of Excess Costs:** If the costs to complete the Project exceed the total amount of funds programmed, SPONSOR will be fiscally responsible for the full amount of excess costs associated with SPONSOR'S Project, unless otherwise agreed by the Parties pursuant to Section 2.4.

1.12. **Provision of Groundbreaking and Ribbon Cutting Ceremonies.** SPONSOR shall be responsible for groundbreaking ceremonies and ribbon cutting ceremonies, if any, related to their Project(s) and as determined necessary by TCAG and SPONSOR. SPONSOR may contract either or both ceremonies through private consultants. Any such ceremonies shall be coordinated with the Public

Relations Officer of TCAG. The costs of all ceremonies will be an expense of the Project.

## SECTION II Covenants of TCAG

**2.1 SB 125 Program Funds.** TCAG agrees to disburse SB 125 Program funds for the costs of SPONSOR'S Project(s) according to the terms and conditions set forth herein, and to comply with the SB 125 Program Guidelines and; and TCAG'S adopted SB 125 Program Policies and Procedures, if any, as well as any subsequent amendments or updates.

**2.2. Reimbursement Payments.** TCAG shall make reimbursement payments to SPONSOR for eligible Project costs as specified in the SB 125 Program Guidelines and subsequent updates of the SB 125 Program Guidelines. To receive monthly reimbursement payments for work completed on the Project, SPONSOR shall comply with the following reimbursement procedures:

**2.2.a. Ineligible Costs.** The TCAG reserves the right to adjust current or future reimbursement payments to SPONSOR if an invoice includes ineligible costs.

**2.2.b. Reimbursement Amount.** The amount of reimbursement payments to SPONSOR shall be made pursuant to the SB 125 Program Guidelines.

**2.2.c. Suspension of Reimbursement.** TCAG shall timely pay or reimburse SPONSOR for all undisputed cost items. Reimbursement payments for the item(s) in question shall be suspended without interest when a dispute arises as to whether or not a cost item(s) is eligible for reimbursement.

**2.2.c. (1) Meeting.** If a dispute over reimbursement or payment occurs, then TCAG shall arrange a meeting between TCAG and SPONSOR to discuss and attempt to resolve the dispute. If the invoice was received on or before 5:00 p.m. on the 10th day of the month (or if the 10<sup>th</sup> is not a business day, then the next business day), then the meeting shall be held no later than the 20th day of the same month. If the invoice was received after this date and time, then the meeting shall be held no later than the 20th day of the following month.

**2.2.c. (2) Technical Advisory Committee.** If an agreement cannot be reached at the meeting referenced above, then SPONSOR or TCAG shall have the option to take the dispute to TCAG'S Technical Advisory Committee, with the understanding that by doing so the payment or reimbursement for the disputed cost item(s) will be delayed until a resolution of the matter is reached.

**2.2.c. (3) Governing Board Decision.** If SPONSOR or TCAG disagrees with the dispute resolution proposed by the Technical Advisory Committee, then the dispute shall be submitted to TCAG Governing Board for final resolution. Reimbursement or payment for the disputed cost item(s) will be further delayed until a resolution of the matter is reached by the TCAG Governing Board. If the TCAG Governing Board determines that the disputed cost item(s) is ineligible for payment or reimbursement, then TCAG shall not provide reimbursement or payment to SPONSOR for the disputed item(s). If the TCAG Governing Board determines that the disputed cost item(s) is eligible for payment or reimbursement, in whole or in part, then TCAG promptly shall provide reimbursement or payment to



SPONSOR for such portion of the disputed cost. The decision of the TCAG Governing Board shall be considered to be final for administrative purposes and not subject to reconsideration or further administrative appeal or review.

2.2.c. (4) **Reservation of Rights.** By utilizing the above procedures, SPONSOR does not surrender any rights to pursue available legal remedies if SPONSOR disagrees with a TCAG Governing Board decision.

2.2.d. **Acceptance of Work Does Not Result In Waiver.** Reimbursement payments shall not result in a waiver of the right of TCAG to require fulfillment of all terms of this Agreement.

2.3. **Right to Conduct Audit.** TCAG shall have the right to conduct an audit of all SPONSOR'S records pertaining to Projects at any time during the four (4) year period after completion of the Projects.

2.4. **Reconciliation of Excess Costs.** If the costs to complete a Project exceed the total amount of funds programmed, then TCAG may, by further agreement with SPONSOR, agree to provide additional SB 125 Program or other funding for the Project.

### **SECTION III Mutual Covenants**

3.1. **Release of liability.** SPONSOR hereby releases TCAG from any liability to SPONSOR regarding TCAG'S administration and issuance of the SB 125 Program funds, except for any breach of TCAG'S fiduciary duty as set forth in the SB 125 Program Guidelines.

3.2. **Term.** This Agreement shall remain in effect until discharged or terminated as provided in Section 3.3 or Section 3.15.

3.3. **Discharge.** This Agreement shall be subject to discharge as follows:

3.3.a. **Termination by Mutual Consent.** This Agreement may be terminated between SPONSOR and TCAG at any time by mutual consent of SPONSOR and TCAG. If this Agreement is mutually terminated by the Parties, then SPONSOR will no longer receive SB 125 Program funds unless a new agreement between SPONSOR and TCAG is formed.

3.3.b. **Discharge Upon Completion of Project.** Except as to any rights or obligations which survive discharge as specified in Section 3.14 below, this Agreement shall be discharged, and the Parties shall have no further obligation to each other, upon completion of all of SPONSOR'S projects as certified by TCAG.

3.4. **Indemnity.** It is mutually understood and agreed, relative to the reciprocal indemnification of TCAG and SPONSOR:

3.4.a. **Indemnity.** SPONSOR shall fully defend, indemnify and hold harmless TCAG, and any officer or employee of TCAG, against any damage or liability occurring by reason of anything done or

omitted to be done by SPONSOR under the Agreement and related to SPONSOR'S Project(s). It is also fully understood and agreed that, pursuant to Government Code Section 895.4, SPONSOR shall fully defend, indemnify and hold TCAG harmless from any liability imposed for injury as defined by Government Code Section 810.8 occurring by reason of anything done or omitted to be done by SPONSOR under this Agreement or in connection with any work, authority, or jurisdiction delegated to SPONSOR under this Agreement.

3.4.b. **Indemnity.** TCAG shall fully defend, indemnify and hold harmless SPONSOR, and any officer or employee of SPONSOR, against any damage or liability occurring because of anything done or omitted to be done by TCAG under or in connection with any work, authority or jurisdiction delegated to TCAG under the Agreement and related to SPONSOR'S Project(s). It is also understood and agreed that, pursuant to Government Code Section 895.4, TCAG shall fully defend, indemnify and hold SPONSOR harmless from any liability imposed for injury as defined by Government Code Section 810.8 occurring by reason of anything done or omitted to be done by TCAG under this Agreement or in connection with any work, authority, or jurisdiction delegated to TCAG under this Agreement.

3.5. **Notices.** Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

**TCAG:**

Executive Director  
Tulare County Association of Governments  
210 N. Church St. Ste B  
Visalia CA 93291  
Fax No.: 559-733 6720

**SPONSOR:**

City Manager  
City of Lindsay  
251 E. Honolulu St.  
Lindsay, CA 93247  
Fax No.: 559-562-1520

3.5.a. 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 shall be deemed received on the fifth day after the date of mailing. Either Party may change the above address by giving written notice pursuant to this paragraph.

3.5.b. Either Party may change its address by giving notice of such changes to the other Party in the manner provided in this Section 3.5. All notices and other communications shall be deemed communicated as of actual receipt or after the second business day after deposit in the United States mail.

3.6. **Additional Acts and Documents.** Each Party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent, and purpose of the Agreement.

3.7. **Integration.** This Agreement, together with any associated Program Supplement, represents the entire Agreement of the Parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by either of the Parties except as expressly set forth herein, or in other contemporaneous written agreements.

3.8. **Amendment.** This Agreement may not be changed, modified or rescinded except in writing, signed by all Parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

3.9. **Independent Agency.** SPONSOR renders services under this Agreement as an independent agency and TCAG is also an independent agency under the Agreement. None of SPONSOR'S agents or employees shall be agents or employees of TCAG and none of TCAG'S agents or employees shall be agents or employees of SPONSOR.

3.10. **Assignment and Delegation.** The Agreement may not be assigned, transferred, hypothecated, or pledged by either Party, nor may either Party delegate its duties or responsibilities hereunder, without the express written consent of the other Party.

3.11. **Binding on Successors.** This Agreement shall be binding upon the successor(s), assignee(s) or transferee(s) of the Parties. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this Agreement or delegate duties or responsibilities hereunder, other than as provided above.

3.12. **Severability.** If any part of this Agreement is determined to be unenforceable, invalid, or beyond the authority of either Party to enter into or carry out, then such determination shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the Parties.

3.13. **Counterparts.** This Agreement may be executed in one or more counterparts and shall become effective when one or more counterparts have been signed by both of the Parties, each counterpart shall be deemed an original, but all counterparts together shall constitute a single document.

3.14. **Survival.** The following provisions in this Agreement shall survive discharge of the Agreement:

3.14.a. **SPONSOR.** As to SPONSOR, the following Sections shall survive discharge: Section 1.7 (obligation to apply funds to Project), Section 1.8 (obligation to provide copies and retain records), and Section 1.9 (obligation to continue to manage Project).

3.14.b. **TCAG.** As to TCAG, the following Section shall survive discharge: Section 2.3 (right to conduct audit).

3.14.c. **All Parties.** As to all Parties, the following Sections shall survive discharge: Section 3.3.b. (obligation which survives termination), and Section 3.4. (mutual indemnities).

3.15. **Limitation.** All obligations of TCAG under the terms of this Agreement are expressly contingent upon TCAG'S continued authorization to receive and expend the funds provided by the SB 125 Program. If for any reason TCAG'S right or ability to receive or expend such funds is terminated or suspended in whole or part so that it materially affects TCAG'S ability to fund a Project, then TCAG shall

promptly notify SPONSOR, and the Parties shall consult on a course of action. If, after twenty-five (25) working days, a course of action is not agreed upon by the Parties, then this Agreement shall be deemed terminated by mutual or joint consent of the Parties. Any future obligation to fund a Project or any other project or projects of SPONSOR, not already specifically covered by separate Agreement, shall arise only upon execution of a new Agreement therefor.

3.16. **Time.** Time is and shall be of the essence of this Agreement and each and all of its provisions in which performance is a factor.

3.17. **Remedies Cumulative.** No remedy or election of remedies provided for in this Agreement shall be deemed exclusive but shall be cumulative with all other remedies at law or in equity. Each remedy shall be construed to give the fullest effect allowed by law.

3.18. **Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California. The Parties agree that this contract is made in and shall be performed in Tulare County, California.

3.19. **Captions.** The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the provisions of this Agreement and shall not affect the construction or interpretation of any of its provisions.

3.20. **No Continuing Waiver.** The waiver by either Party of any breach of any of the provisions of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same, or of any other provision of this Agreement.

3.21. **No Rights in Third Parties.** Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any third party, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third party to any Party to this Agreement, nor shall any provision of this Agreement give any third party any right of subrogation or action over or against any Party to this Agreement.

3.22. **Exhibits and Recitals.** The Recitals and Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

3.23. **Signatory's Warranty.** Each Party warrants to each other that it is fully authorized and competent to enter into this Agreement in the capacity indicated by that Party's signature below and agrees to be bound by this Agreement as of the day and year first mentioned above upon the execution of this Agreement by each other Party.

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the day and year first written above.

**TULARE COUNTY ASSOCIATION OF GOVERNMENTS**

**ATTEST:**

By: \_\_\_\_\_  
Chair of TCAG  
Governing Board

By: \_\_\_\_\_  
TCAG Executive Director

**CITY OF LINDSAY**

By: \_\_\_\_\_  
Mayor

**ATTEST:**

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:  
OFFICE OF TULARE COUNTY COUNSEL

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Deputy  
Counsel for TCAG

By: \_\_\_\_\_  
Counsel for City of Lindsay

APPENDIX

**BUDGET ACT OF 2023  
SB 125 FORMULA-BASED TRANSIT  
AND INTERCITY RAIL CAPITAL  
PROGRAM &  
ZERO EMISSION TRANSIT  
CAPITAL PROGRAM**

**FINAL GUIDELINES**

**SEPTEMBER 29, 2023**



# SB125 FINAL GUIDELINES – FORMULAIC FUNDING

## Contents

1	Authority and Purpose.....	2
2	Objectives .....	3
3	Eligible Recipients and Funding Distribution.....	4
4	Schedule .....	7
5	Eligible Projects.....	8
6	Requirements for Funding Allocations .....	11
7	Approval and Programming .....	20
8	Project Delivery and Reporting.....	21
9	Project Administration.....	22
	Attachment 1: CCI Funding Guidelines for Administering Agencies.....	23
	Investments to Benefit Disadvantaged Communities and Low-Income Communities and Households .....	23
	Attachment 2: Quantification Methodology and Co-Benefit Assessment Methodology.....	24
	CCI Quantification and Reporting Materials .....	24
	Attachment 3: Benefit Criteria Tables .....	26
	CCI Benefit Criteria Tables .....	26



## 1 Authority and Purpose

The Transit and Intercity Rail Capital Program (TIRCP) was created by Senate Bill (SB) 862 (Chapter 36, Statutes of 2014) and modified by SB 9 (Chapter 710, Statutes of 2015), to provide grants from the Greenhouse Gas Reduction Fund (GGRF) to fund transformative capital improvements that will modernize California's intercity, commuter, and urban rail systems, and bus and ferry transit systems, to significantly reduce emissions of greenhouse gases, vehicle miles traveled, and congestion. The legislation of these bills is codified in Sections 75220 through 75225 of the Public Resources Code (PRC). Assembly Bill (AB) 398 (Chapter 135, Statutes of 2017) extended the Cap-and-Trade Program that supports the TIRCP from 2020 through 2030. SB 1 (Chapter 5, Statutes of 2017) continues to provide a historic funding increase for transportation with funds directed to the TIRCP from the Public Transportation Account (PTA).

AB 102 (Chapter 38, Statutes of 2023) and SB 125 (Chapter 54, Statutes of 2023) amended the Budget Act of 2023 to appropriate \$4,000,000,000 of General Fund to the TIRCP over the next two fiscal years as well as \$910,000,000 of GGRF funding and \$190,000,000 of PTA funding over the next four fiscal years to establish the Zero-Emission Transit Capital Program (ZETCP). These guidelines are specifically developed to facilitate the award of these funds to projects in an expeditious manner.

These guidelines include elements of the policy, standards, criteria, and procedures for the development, adoption, evaluation and administration of the TIRCP last updated for Cycle 6 (which delivered its last tranche of funding for project awards in July 2023) but are unique to this particular cycle of TIRCP funding. In allowing the funds covered by these guidelines to be available for operating costs, the guidelines are also required to be aligned with the legislative intent described in subdivision (d) of Section 75226 of, and subdivision (f) of Section 75260, of the Public Resources Code. They will be further informed by input received through workshops, public comments and written responses to be received by September 14, 2023.

SB 125 provided additional direction with regards to the funding appropriated in the Budget Act of 2023. It created specific categories for funding as follows:

- A) \$3,995,000,000 over the next two fiscal years shall be distributed pursuant to a population-based formula to regional transportation planning agencies (RTPA) as defined in Section 7 of these guidelines. The bill authorizes RTPAs to use the moneys for high-priority transit capital projects consistent with the uses allowed in Cycle 6 of the TIRCP, which includes existing projects seeking to maintain or obtain federal or local funding commitments, project development for major projects that are seeking to enter or have already entered project development with federal partners, or for new TIRCP projects. As in Cycle 6, all capital projects must both increase ridership and reduce greenhouse gas emissions, in common with traditional TIRCP project requirements. The funding may also be used to fund transit operating expenses that prevent service cuts and increase ridership for operators within the RTPAs jurisdiction, subject to compliance with requirements and further detail described in Section 6 of these guidelines.
- B) \$1,100,000,000 over the next four fiscal years shall be for the establishment of the Zero-Emission Transit Capital Program (ZETCP) and requires funds under the program to be allocated to RTPAs pursuant to a population-based formula and another formula based on transit operator revenues within the jurisdiction of these RTPAs, as specified (the formula described is consistent with the current State Transit Assistance formula). The bill authorizes RTPAs to use the moneys for zero-emission transit equipment, including, but not limited to, zero-emission vehicles and refueling infrastructure and, subject to compliance with requirements described in Section 6 of these guidelines, to use those moneys to fund transit operating expenditures that prevent service reduction or elimination in order to maintain or increase ridership.

NOTE: Cycle 7 of TIRCP, funded with the regular GGRF and SB1 sources, is expected to be delayed approximately two months from its regular calendar, with a call for projects around December 1, 2023 and

applications due around March 1, 2024. The proposed timeline reflects eligible applicant feedback and will allow applicants to incorporate the regional choices made under SB 125 when determining what to submit to the competitive TIRCP cycle. Based on this timeline, the Program of Projects would be announced around June 1, 2024.

## 2 Objectives

The TIRCP was created to fund transformative capital improvements that modernize California's intercity rail, bus (including feeder buses to intercity rail services, as well as vanpool and micro transit services that are eligible to report as public transit to the Federal Transit Administration), ferry, and rail transit systems (collectively referred to as transit services or systems inclusive of all aforementioned modes unless otherwise specified) to achieve all of the following policy objectives, as codified in Section 75220(a) of the PRC:

1. Reduce emissions of greenhouse gases
2. Expand and improve transit service to increase ridership
3. Integrate the rail service of the state's various rail operations, including integration with the high-speed rail system
4. Improve transit safety

Additionally, Section 75221(c) of the PRC codifies a programmatic goal to provide at least 25 percent of available funding to projects that provide a direct, meaningful, and assured benefit to disadvantaged communities, consistent with the objectives of SB 535. AB 1550 provides further requirements related to ensuring investments meet the needs of priority populations, a term used to cover disadvantaged communities, low-income communities and low-income households. Investments made by TIRCP are expected to collectively meet or exceed the requirements in AB 1550. Each RTPA will need to provide information related to its projects sufficient to determine the nature of priority population benefits; however, there is no minimum requirement that each project or RTPA needs to meet for the projects submitted.

Taken as a whole, the increases in transit system ridership, as well as the reduction in vehicle miles traveled, congestion and greenhouse gas emissions, will help deliver a healthier and safer transportation system. Investments are expected to position the state to lead in the deployment of cutting edge and zero emission technologies, test innovative strategies and new approaches to reducing transportation-related fatalities, provide important new capacity in corridors that support growth in jobs and housing, and to expand multimodal transportation access and options for all Californians across all regions of the state.

Further, as outlined in SB 125, which amended the Budget Act of 2023, it is the intent of the Legislature to:

- (1) provide one-time multiyear bridge funding for transit operators to address operational costs until long-term transit sustainability solutions are identified
- (2) assist transit operators in preventing service cuts and increasing ridership
- (3) prioritize the availability of transit for riders who are transit dependent
- (4) prioritize transit agencies representing a significant percentage of the region's ridership

To that end, SB 125 specifies that the moneys appropriated in the Budget Act of 2023 may be used for high-priority transit capital projects within the project eligibility categories allowed under TIRCP in Cycle 6, and also for transit operating expenses for operators within the RTPAs jurisdiction. Further detail on the definition of transit operator is included in Section 3.

### 3 Eligible Recipients and Funding Distribution

The first year of funding for TIRCP and the ZETCP is already available for distribution once required materials are submitted and must be fully encumbered or expended and liquidated by CalSTA by June 30, 2028. FY23-24 funds for TIRCP and the ZETCP must be disbursed to RTPAs by this deadline. Once received by the RTPA there is no deadline for the expenditure of funds.

TIRCP funding will be allocated in both FY23-24 and FY24-25 to RTPAs according to a population-based formula after each recipient first receives \$300,000 of base funding.

The \$410 million of first year ZETCP funding (from both PTA and GGRF sources), as well as the \$230 million for each of the succeeding three years (from GGRF only), will be allocated to RTPAs pursuant to a population-based formula and another formula based on transit operator revenues within the jurisdiction of these RTPAs. This formula matches the approach used to calculate State Transit Assistance distribution.

Eligible recipients of funding are the RTPAs, as defined in Section 13987(j) of the Government Code. The current eligible recipients based on that definition and initial fund estimates by expected recipient are as follows:

A	B	C	D	E	F	G
RTPA	Year 1 TIRCP	Year 2 TIRCP	Year 1 ZETCP (53.66% GGRF, 46.34% PTA)	Years 2-4 ZETCP (per yr, 100% GGRF)	Grand Total (B+C+D+(E*3))	Maximum Admin Share
Metropolitan Transportation Commission	\$385,068,697	\$386,040,188	\$149,679,519	\$83,966,559	\$1,172,688,081	\$5,000,000
Alpine County Transportation Commission	\$360,641	\$360,794	\$6,740	\$3,781	\$739,518	\$25,000
Amador County Transportation Commission	\$2,336,465	\$2,341,606	\$218,158	\$122,381	\$5,263,373	\$52,634
Butte County Association of Governments	\$10,488,545	\$10,514,269	\$1,113,156	\$624,454	\$23,989,331	\$239,893
Calaveras County Local Transportation Commission	\$2,576,611	\$2,582,360	\$238,532	\$133,811	\$5,798,936	\$57,989
Colusa County Local Transportation Commission	\$1,402,047	\$1,404,830	\$119,153	\$66,842	\$3,126,556	\$31,266
Del Norte County Local Transportation Commission	\$1,675,501	\$1,678,974	\$149,752	\$84,007	\$3,756,247	\$37,562
El Dorado County Local Transportation Commission	\$9,085,857	\$9,108,041	\$971,781	\$545,145	\$20,801,115	\$208,011
Tahoe Regional Planning Agency	\$5,753,283	\$5,767,052	\$596,916	\$334,855	\$13,121,818	\$131,218
Fresno County Council of Governments	\$51,406,113	\$51,535,149	\$6,249,069	\$3,505,575	\$119,707,058	\$1,197,071
Glenn County Local Transportation Commission	\$1,752,922	\$1,756,591	\$154,691	\$86,778	\$3,924,537	\$39,245
Humboldt County Association of Governments	\$7,130,906	\$7,148,153	\$825,047	\$462,831	\$16,492,599	\$164,926

Imperial County Transportation Commission	\$9,362,644	\$9,385,526	\$1,027,524	\$576,416	\$21,504,942	\$215,049
Inyo County Local Transportation Commission	\$1,259,080	\$1,261,501	\$99,284	\$55,696	\$2,786,952	\$27,870
Kern Council of Governments	\$46,278,687	\$46,394,777	\$5,050,974	\$2,833,473	\$106,224,857	\$1,062,249
Kings County Association of Governments	\$7,982,701	\$8,002,098	\$827,175	\$464,025	\$18,204,049	\$182,040
Lake County/City Council of Governments	\$3,706,510	\$3,715,111	\$370,593	\$207,894	\$8,415,895	\$84,159
Lassen County Local Transportation Commission	\$1,829,937	\$1,833,800	\$165,103	\$92,619	\$4,106,698	\$41,067
Los Angeles County Metropolitan Transportation Authority	\$498,650,905	\$499,909,177	\$119,494,973	\$67,033,765	\$1,319,156,350	\$5,000,000
Madera County Local Transportation Commission	\$8,254,231	\$8,274,315	\$850,825	\$477,292	\$18,811,248	\$188,112
Mariposa County Local Transportation Commission	\$1,161,396	\$1,163,571	\$91,799	\$51,497	\$2,571,256	\$25,713
Mendocino Council of Governments	\$4,848,229	\$4,859,713	\$505,296	\$283,459	\$11,063,615	\$110,636
Merced County Association of Governments	\$14,669,424	\$14,705,704	\$1,558,919	\$874,515	\$33,557,593	\$335,576
Modoc County Local Transportation Commission	\$739,160	\$740,269	\$49,336	\$27,676	\$1,611,794	\$25,000
Mono County Local Transportation Commission	\$976,126	\$977,834	\$171,629	\$96,279	\$2,414,427	\$25,000
Transportation Agency for Monterey County	\$22,218,449	\$22,273,790	\$2,975,692	\$1,669,291	\$52,475,803	\$524,758
Nevada County Local Transportation Commission	\$5,416,406	\$5,429,324	\$554,558	\$311,093	\$12,333,568	\$123,336
Orange County Transportation Authority	\$160,108,526	\$160,512,022	\$22,473,788	\$12,607,247	\$380,916,076	\$3,809,161
Placer County Transportation Planning Agency	\$16,356,936	\$16,397,478	\$1,900,006	\$1,065,857	\$37,851,991	\$378,520
Plumas County Local Transportation Commission	\$1,257,263	\$1,259,680	\$114,463	\$64,211	\$2,824,038	\$28,240
Riverside County Transportation Commission	\$123,382,700	\$123,693,468	\$14,828,290	\$8,318,309	\$286,859,385	\$2,868,594
Sacramento Area Council of Governments	\$100,321,824	\$100,574,367	\$13,907,018	\$7,801,498	\$238,207,702	\$2,382,077
Council of San Benito County Governments	\$3,609,072	\$3,617,427	\$348,002	\$195,221	\$8,160,164	\$81,602
San Bernardino County Transportation	\$110,856,746	\$111,135,888	\$13,864,934	\$7,777,890	\$259,191,238	\$2,591,912

Authority						
San Diego Association of Governments	\$48,212,817	\$48,333,791	\$6,181,044	\$3,467,415	\$113,129,896	\$1,131,299
San Diego Metropolitan Transit System	\$118,515,843	\$118,814,323	\$17,265,263	\$9,685,392	\$283,651,604	\$2,836,516
San Joaquin Council of Governments	\$39,935,609	\$40,035,684	\$5,031,810	\$2,822,723	\$93,471,271	\$934,713
San Luis Obispo Area Council of Governments	\$14,486,636	\$14,522,455	\$1,569,547	\$880,477	\$33,220,070	\$332,201
Santa Barbara County Association of Governments (SBCAG)	\$22,796,994	\$22,853,796	\$2,916,400	\$1,636,030	\$53,475,278	\$534,753
Santa Cruz County Transportation Commission	\$13,771,188	\$13,805,201	\$2,649,968	\$1,486,567	\$34,686,060	\$346,861
Shasta Regional Transportation Agency	\$9,423,391	\$9,446,427	\$993,316	\$557,226	\$21,534,813	\$215,348
Sierra County Local Transportation Commission	\$463,183	\$463,595	\$17,533	\$9,836	\$973,818	\$25,000
Siskiyou County Local Transportation Commission	\$2,515,009	\$2,520,601	\$239,061	\$134,108	\$5,676,994	\$56,770
Stanislaus Council of Governments	\$28,068,044	\$28,138,155	\$3,037,849	\$1,704,159	\$64,356,526	\$643,565
Tehama County Transportation Commission	\$3,587,498	\$3,595,798	\$347,323	\$194,840	\$8,115,139	\$81,151
Trinity County Transportation Commission	\$1,109,747	\$1,111,791	\$86,567	\$48,562	\$2,453,791	\$25,000
Tulare County Association of Governments	\$24,305,505	\$24,366,115	\$2,748,056	\$1,541,592	\$56,044,453	\$560,445
Tuolumne County Transportation Council	\$3,094,210	\$3,101,265	\$296,569	\$166,368	\$6,991,148	\$69,911
Ventura County Transportation Commission	\$42,429,785	\$42,536,157	\$5,066,998	\$2,842,463	\$98,560,328	\$985,603

Funding distributions will be only made to the above recipients, utilizing fund transfer instructions confirmed with CalSTA by the RTPA prior to transfer, which may in turn make funding available to public agencies in their jurisdiction. RTPAs have the discretion to suballocate or distribute funds within their region based on local needs, existing procedures, policies or priorities, as long as required SB 125 program requirements and goals are met, including addressing how operating needs are expected to be met with SB 125 and/or other resources.

For TIRCP and ZETCP capital projects, the RTPAs may distribute funding to public agencies eligible to receive TIRCP capital funding, including joint powers agencies, that operate or have planning responsibility for existing or planned regularly scheduled intercity or commuter passenger rail service (and associated feeder bus service to intercity rail services), urban rail transit service, or bus or ferry transit service (including commuter bus, vanpool, and micro transit services). Public agencies include local municipalities that operate transit service, construction authorities, transportation authorities, and other similar public entities created by statute. Please note that within such capital projects, with the exception of projects that are in the federal pipeline for major projects project development, the projects funded must result in

construction being completed, as is required under traditional TIRCP funding.

For any spending on transit operations to prevent service reduction or elimination in order to maintain or increase ridership, or to otherwise increase ridership, the RTPAs may distribute funding to transit operators in their jurisdiction that are eligible to receive State Transit Assistance (STA) funding through Section 99314 at the time of distribution by the RTPA. Please note that preventing service reduction and elimination includes the broad variety of expenses required to provide service, including those related to ensuring safety and state of good repair of the vehicles and infrastructure.

RTPAs may also be the sponsor of capital and operating projects and may partner on projects with the agencies eligible to receive funding (such as doing a planning effort tied to making the underlying project more beneficial in a regional context upon implementation).

RTPAs must deposit funds into one or more dedicated bank accounts or custody accounts. Permitted investments include bank demand deposits consistent with California government code, government money market funds, U.S. Treasuries, U.S. Agency securities, California Local Agency Investment Fund (LAIF), and AAA public agency pools, to the extent permitted by RTPA policy and state statute. If a separate account is not possible, the agency may show documents of a line item or subaccount dedicated to SB 125 funds. Funds will be disbursed separately from each fund source supporting SB 125 (General Fund for TIRCP; PTA and GGRF for ZETCP) and identified as such when disbursed. RTPAs are responsible for tracking the receipt and utilization of these funds separately, and recording interest earned (or other investment income earned) on each fund source separately. The interest or investment earnings must also be spent on approved eligible projects within each program and will be accounted for when an agency submits its required Annual Report, as described in Section 9. When the recipient agency submits its Annual Report, they are required to submit a copy of their most recent bank statement. The additional spending made possible by interest or investment earnings shall be approved through submitting an Updated Program Allocation Request to CalSTA, which will approve such spending based on review of project eligibility.

RTPAs, transit operators and other public agencies expending SB 125 formula funding assume responsibility and accountability for the use and expenditure of allocated funds in accordance with these guidelines and applicable statutes. These agencies must also comply with all relevant federal and state laws, regulations, policies, and procedures.

## 4 Schedule

CalSTA Publishes 2023 SB 125 Guidelines	September 29, 2023
Optional, time-limited, focused virtual meetings for agencies to discuss and clarify program requirements (will be scheduled by request)*	October 16-December 8, 2023
Initial Allocation Package Submittal Due	December 31, 2023
Regionally Compiled Transit Operator Data Due	December 31, 2023
Requested Funding Will be Allocated No Later Than	April 30, 2024
<i>*Comments and requests for meetings can be submitted to: SB125transit@calsta.ca.gov</i>	

## 5 Eligible Projects

### TIRCP Funding (\$3.995 billion)

In order to be eligible for TIRCP capital project funding under this program, a capital project must demonstrate that it will achieve a reduction in greenhouse gas emissions using the relevant sections of the ZETCP Quantification Methodology. It must also demonstrate an increase in ridership.

As codified in Section 75221(a) of the PRC, projects eligible for funding under the program include, but are not limited to, the following:

1. Rail capital projects, including intercity rail, commuter rail, light rail, and other fixed guideway projects. Additionally, the acquisition of rail cars and locomotives, and the facilities to support them, that expand, enhance, and/or improve existing rail systems and connectivity to existing and future transit systems, including the high-speed rail system.
2. Intercity, commuter, and urban rail projects that increase service levels, improve reliability, or decrease travel times, infrastructure access payments to host railroads in lieu of capital investments, efforts to improve existing rail service effectiveness with a focus on improved operating agreements, schedules, and minor capital investments that are expected to generate increased ridership, as well as larger scale projects designed to achieve significantly larger benefits.
3. Rail, bus, and ferry integration implementation, including:
  - a. integrated ticketing and scheduling systems and related software/hardware capital investments (including, but not limited to, integration with bus or ferry operators and the use of contactless payment and General Transit Feed Specification (GTFS) implementation through Cal-ITP)
  - b. projects enabling or enhancing shared-use corridors (both multi-operator passenger only corridors as well as passenger-freight corridors)
  - c. related planning efforts focused on, but not limited to, delivery of integrated service not requiring major capital investment, such as transit route and schedule integration (or coordination)
  - d. other multimodal and service integration initiatives, including active transportation and other access investments which increase transit and rail ridership and reduce greenhouse gas emissions
4. Bus rapid transit and other bus and ferry transit investments (including autonomous fixed guideway, vanpool, and micro transit services operated as public transit and first-/last-mile solutions), and to increase ridership and reduce greenhouse gas emissions. This includes large scale deployment of zero emission vehicles and the technologies to support them, and capital investments as a component implementing transit effectiveness studies that will contribute to restructured and enhanced service.

Grade separations and grade crossing improvements on passenger rail corridors or related to transit projects are eligible, as they are under the discretionary TIRCP. In addition to providing safety benefits, these projects often provide certain roadway based (and sometimes rail related) greenhouse gas emission reductions and a small increase in ridership (tied to reductions in train delays and cancellations tied to incidents at the crossing, and sometimes speed increases that occur after crossings are improved or eliminated). In some cases, ridership increases from such projects are more significant if they are necessary to increase train frequency.

Projects related to mitigating the impacts on freight rail services that are caused by growth in passenger rail may also be eligible for TIRCP funding even if they are not directly on the passenger rail corridor.

Projects that link housing with key destinations and that improve accessibility to economic opportunities are also eligible for TIRCP funding.

Demonstration projects that are smaller-scale efforts with great potential to be expanded are eligible for

funding.

Projects may include new approaches to attracting increased ridership such as smart phone mobile ticketing, contactless payment, or other software and hardware solutions to reduce ticketing transaction costs, or a test of a concept related to integrated ticketing, as well as intercity rail/transit effectiveness or operational planning as a component of the capital investments in improved, expanded and/or restructured service designed to cost-effectively increase ridership. Research, development, and testing of emerging technologies are eligible components. Clean fleet, facility and network improvement projects may also request funding for Zero Emission Mobility Programs, in lieu of Zero Emission Vehicle purchase, in compliance with Innovative Clean Transit Regulation Section 2023.5.

Many TIRCP applicants have met the requirements for reducing greenhouse gas emissions and increasing ridership through combining related capital investments that may individually address only one or the other benefit. Many TIRCP applicants have also augmented their chosen capital projects with key network integration planning studies that consider how to enhance the benefits of their projects (in connecting to other transit and rail systems), or planning efforts that consider a later phase of capital investment and the benefits it will bring to the current proposed project when constructed at a later date.

Agencies may apply to TIRCP Cycle 7 or later for projects that use SB 125 resources for new projects, either to complete project funding or to expand project scope; SB 125 funding will be counted as matching funds in future TIRCP discretionary grant applications. Additional guidance will be provided in the TIRCP Cycle 7 guidelines.

Additionally, RTPAs may suballocate funds to agencies in their jurisdiction so agencies may use this funding to support projects that have previously received a TIRCP award and require an additional infusion of resources to deliver the original scope. RTPAs may also allocate funding to any project awarded funds in Cycle 6 that pledged to use future TIRCP formula funds as match, in accordance with the direction provided in the Cycle 6 guidelines. RTPAs may assume that any funding from these SB 125 resources will help obtain or maintain funds from federal, state and local sources already committed to the projects, and document this benefit for their own projects, and require such documentation of benefits from project sponsors for other projects, in their Allocation Package submissions. Agencies shall state which project is seeking additional funds, identifying the Cycle 1 through 6 project, and whether the funding is needed for the full project scope or for a subcomponent.

RTPAs may suballocate funds to agencies in their jurisdiction so agencies may also use this funding for project development activities, similar to the “Major Projects Project Development Reserve” that was established in the Cycle 6 guidelines, including use of additional funding for projects that received funding for such projects in the Cycle 6 awards. While projects and programs of projects do not need to be ready for construction, agencies should identify how their project or program of projects will be eligible to apply for TIRCP construction funding in the future and what specific federal, state and other funding programs they are planning to utilize for construction funding. As in Cycle 6, such projects must either be pursuing Capital Investment Grant funding through the Federal Transit Administration (FTA) or be part of the pursuit of Federal Railroad Administration funding through the Corridor Identification Program. Projects not pursuing federal funds for construction from FTA or planning to pursue FRA capital funding for construction through one of the Bipartisan Infrastructure Law programs are not eligible. Agencies may apply to TIRCP Cycle 7 or later for projects that use SB 125 resources for project development; SB 125 funding will be counted as matching funds in future TIRCP discretionary grant applications.

RTPAs that are themselves the capital project sponsor may also utilize funds for their own projects.

RTPAs are also authorized to use TIRCP moneys, subject to compliance with requirements described in Section 6 of these guidelines, to fund transit operating expenses within its jurisdiction that prevent service cuts and increase ridership, including those related to ensuring safety and state of good repair of the vehicles and infrastructure necessary to operate service, as well as those that pay for free and reduced fare programs. Planning expenses related to implementation of ridership recovery and retention strategies are also eligible as operating projects, whether at the



RTPA or STA-eligible transit operator level. RTPAs that are themselves the operator of transit services may also utilize funds for their own operations. Service planning necessary to experiment with, demonstrate or implement significant service modifications may be funded as an operating expenditure at either the RTPA or transit operator level.

### **ZETCP Funding (\$1.1 billion)**

Pursuant to SB 125, zero-emission transit equipment, transit facility and network improvement projects such as those that support replacing aging vehicle fleets with Zero-Emission Vehicles (ZEVs), and associated fueling or charging infrastructure or facility modifications, are eligible projects for the Zero-Emission Transit Capital Program (ZETCP). ZEVs include heavy- and light-rail vehicles, buses, and other ZEVs used for transit service. Clean fleet, facility and network improvement projects may also request funding for Zero Emission Mobility Programs, in lieu of Zero Emission Vehicle purchase, in compliance with Innovative Clean Transit Regulation Section 2023.5.

GGRF funds used on these projects (53.7% of the first year and 100% of years 2-4) will require submission of information described in the ZETCP Quantification Methodology, as expending GGRF funds requires benefits reporting. They also require compliance with the CARB Funding Guidelines applicable to all GGRF funding, including semi-annual benefits reporting and identification of benefits to priority populations.

ZETCP funding may also be used for transit operations expenditures that prevent service reduction or elimination in order to maintain or increase transit ridership, in accordance with the provisions described in Section 6 of these guidelines, including those related to ensuring safety and state of good repair of the vehicles and infrastructure necessary to operate service, as well as those that pay for free and reduced fare programs. Planning efforts necessary to implement one or more of the Innovative Clean Transit Plan efforts within the region, and planning expenses related to implementation of ridership recovery and retention strategies, may be programmed as an operating expense out of the PTA portion of funds disbursed to each RTPA, but must be requested in an Allocation Package submission covering the FY23-24 funding year.

A maximum of 1% of total multi-year SB 125 funding, or \$5 million, whichever is lower, may be programmed by the RTPA for RTPA administration of SB 125 funding across both the TIRCP and ZETCP, and for planning expenses related to preparing and implementing the initial short-term financial plan, updates to the short-term financial plan, and the long-term financial plan, including planning expenses related to implementation of ridership recovery and retention strategies. If less than \$25,000 would be available under this formula, a maximum of \$25,000 shall be available to such RTPAs for RTPA administration and planning expenses. As the RTPAs are tasked with developing the regional long-term financial plan for their jurisdictions, there is no requirement to program and suballocate funds to transit operators for this purpose, although they may do so at their discretion. The RTPAs can procure professional services or use their own staff to gather the reports, data and relevant information needed to develop the regional long-term financial plan required by SB 125. This request must be made in the Allocation Package submissions covering FY 23-24 funding from the ZETCP due on December 31, 2023, as an operating project associated with the RTPA, as most funding will be drawn from the Public Transportation Account resources only available in that year. If included in the December 31, 2023 submission, funds may be applied to expenses incurred at any point in the RTPAs FY23-24 fiscal year, including those incurred prior to receipt of funding, subject to RTPA policies that allow such reimbursement. Very small RTPAs may be directed by CalSTA to program the balance of funding from 1<sup>st</sup> year General Fund resources available under TIRCP if there are insufficient PTA funds available to meet their requested administrative funding amount. Small RTPAs are encouraged to combine planning efforts if feasible. Should RTPAs be part of project-specific project management, resources required for those efforts are to be separately identified as part of the funding requested for each project, as appropriate.

## 6 Requirements for Funding Allocations

Each RTPA seeking allocation of funding shall complete an Initial Allocation Package by December 31, 2023. Allocation Packages are encouraged to describe the full four-year plan for use of formulaic funds if already known, understanding that each year's funds are subject to appropriation in the respective budget year. However, Allocation Packages are expected to be updated for future years should there be any change in funding availability or projects selected for funding distribution. Allocation packages will be treated in accordance with Public Records Act requirements and certain information, subject to those requirements, may be publicly disclosed.

Each Allocation Package shall include, as applicable, the following:

- A. **A signed cover letter**, with signature authorizing and approving the request by the eligible RTPA. This cover letter should also confirm that the RTPA developed the plan in consultation and coordination with its transit operators.
- B. **An Allocation Package Narrative Explanation**, covering most of the requirements for the **regional short-term financial plan for immediate service retention** required by statute. This narrative explanation is required by December 31, 2023, unless the RTPA declares that none of the STA-eligible transit operators eligible to receive funding within their jurisdiction will have an operational funding need for SB 125 or additional discretionary or nonformula state funding between the 2023-24 fiscal year and the 2026-27 fiscal year, inclusive. It also must declare that it will not use the SB 125 funding as operating funding for any of its STA-eligible transit operators (or its own transit operations, when the RTPA also operates transit service). Such declarations may take the place of the narrative explanation, if applicable. Even if such declarations are made, the regional Allocation Package Narrative Explanation will still be a required submission by December 31, 2024, in order to receive a timely allocation of FY24-25 funding from SB 125 sources.

The Allocation Package Narrative Explanation shall include the following:

- i. **An explanation of what funding and service actions are being taken within the region that utilize resources other than SB125 funding.** This explanation incorporates the requirement to provide *a demonstration of how the region will address any operational deficit, using all available funds, through the 2025–26 fiscal year, based on a 2022 service baseline*. Each plan shall provide narrative and data describing the funding approach that addresses expected operational deficits of existing STA-eligible transit operators through the 2025-26 fiscal year across all the region's STA-eligible transit operators, including strategies to use all available local, state, and federal funds to address such deficits, and the impacts such strategies may have on any capital projects. This section shall focus on the approaches the region is taking and plans to take before the use of SB 125 funds to mitigate operational deficits, both in calendar year 2023 and in future fiscal years through the end of FY25-26. When applicable, this should include reference to delay or elimination of lower priority capital projects to increase funding for operations, utilizing historically high State Transit Assistance funding tied to recent high diesel fuel prices, the use of federal transit formula funding made higher through the Infrastructure Investment and Jobs Act (IIJA) for preventative maintenance expenditures within the operating budget, or the use of higher Local Transportation Fund revenues tied to healthy sales and use tax receipts in certain counties. In some cases, strategies involving the use of non-SB 125 funds to increase transit operator funding may allow SB 125 funds to target capital needs. If utilized, such strategies should be described in this section. To the extent that such deficits cannot be fully addressed with available funds and actions, service impacts relative to the December 31, 2022 service baseline shall be described. *This section shall be analyzed and reviewed for completeness. It is understood to be a summary of major*

*actions taken and planned to be taken across the region based on RTPA and/or transit operator decision-making.*

- ii. **A description and justification of the RTPA strategy to use SB 125 funding to construct capital projects and fund operating expenses that lead to improved outcomes in its jurisdiction.** This section shall describe the region's overall strategy for choosing to spend the expected SB 125 funds on the capital projects and operational expenses described in its Allocation Package. This section addresses the statutory requirements to provide a *justification for how the region's funding is proposed to be allocated to capital and operational expenses* and provide a *demonstration of how the plan will mitigate service cuts, fare increases, or layoffs relative to a 2022 service baseline to achieve short-term financial sustainability*. This section shall highlight the specific manner in which SB 125 funding requested for operations will reduce or eliminate the need for service cuts, fare increases or layoffs. With recent positive results from efforts designed to increase speed of transit services, allowing similar levels of service with lower operating costs or more service with the same operating budget, this section of the Allocation Package would benefit from describing any such efforts that are proposed for the region and transit operators in question. This can include transit-specific infrastructure, stop consolidation, or other efforts. In addition, this description addresses the statutory requirement to provide a *summary of how the plan will support ridership improvement strategies that focus on riders, such as coordinating schedules and ease of payment and improving cleanliness and safety, to improve the ridership experience*. Since increasing ridership and the associated fare revenues is one approach to strengthening the financial performance of each region's transit operators, this section shall highlight any portion of the capital projects or any portion of operating funds that are specifically focused on supporting improvement in ridership. This section should also describe any efforts to integrate fares among transit agencies in the region or even outside of the region covered by the RTPA. *This section shall be analyzed and reviewed for completeness.*
- iii. **A detailed breakdown and justification for how the funding is proposed to be distributed between transit operators and among projects, consistent with the legislative intent described in SB 125.** This section shall include a narrative (and appropriate data and tables) describing the justification for the funding distribution to each specific operator and project that is requested. If requesting spending for transit operations, this section shall address the following items identified in the legislative intent language in SB 125:
  1. address operational costs until long-term transit sustainability solutions are identified
  2. assist transit operators in preventing service cuts and increasing ridership
  3. prioritize the availability of transit for riders who are transit dependent
  4. prioritize transit agencies representing a significant percentage of the region's ridership

If requesting funding for both capital projects and transit operations, the justification for the capital project shall include discussion of the high-priority nature of the capital project and the significance of its completion to the region. In most cases, existing TIRCP-funded capital projects that are already substantially funded and in need of additional resources for completion are expected to be prioritized over beginning new projects. This narrative section should address the approach to this issue. *This section shall be analyzed and reviewed for completeness.*

- C. **An Allocation Package Detailed Project Description**, required of all agencies requesting an allocation, regardless of whether they are required to submit a short-term financial plan by the end of 2023. This detailed project description covers all projects that are recommended by the RTPA for SB 125 funding. It does not need to fully utilize all available funds, as this document may be updated on a rolling basis throughout the period covered by SB125 funding as part of an Updated Allocation Package submission. However, for timely distribution of FY23-24 funds, this portion of the Allocation Package must be submitted by December 31, 2023, and for timely distribution of FY24-25 funds, by December 31, 2024.

The **detailed project description** described above must provide details about how the funding is proposed to be distributed between transit operators and among projects, both capital and operations. *This section shall be analyzed and reviewed for project eligibility and completeness.*

The list is divided into three sections, covering TIRCP Capital, ZETCP Capital and Operations Funding. Required contents for each are below.

#### **TIRCP Capital**

1. If an agency is requesting allocations for funding for an **existing TIRCP project** (i.e., a project that has received a previous TIRCP grant, including those involving project development for major projects), they should identify the title of the project and the TIRCP cycle of award (cycles 1-6). They should also identify whether the funds will be used for the full project or for a subcomponent. Each project receiving additional funding shall identify the reason for additional funds being needed, including cost escalation, additional scope requirements or maintaining federal funding commitments. No additional GHG reduction or increased ridership benefits are required to request funds for an existing TIRCP project.
2. If an agency is requesting allocation for funding for **new TIRCP-eligible projects**, they shall include for each requested TIRCP capital project:
  - a. A summary or fact sheet (one- to two-page) that includes the following elements:
    - i. Implementing agency or agencies
    - ii. Project title
    - iii. Dates for the start and end of each project phase
    - iv. Summary of project scope
    - v. Total project costs, including identification of the amount of funding used for project management as budgeted for the agency or agencies involved (inclusive of RTPA project management)
    - vi. Identification of the source, type and amount of all funding
  - b. A detailed project schedule, including the project's current status, and the completion dates of all major delivery milestones.
  - c. Project Location – provide a map for each of the following:
    - i. Project location denoting the project site. Provide a KML file for the project with the transit route/project location represented by lines and stops represented by points as applicable.
    - ii. In addition to showing where housing exists, provide information on housing density and planned/zoned/permitted/etc. housing density. This information may come from planning documents and/or zoning code if other approaches are not readily available.

- iii. In addition to illustrating existing employment centers, provide information on employment density, mix of employment types, and planned future employment land uses. This information may come from planning documents and/or zoning code if other approaches are not readily available.
    - iv. Planned and existing active transportation infrastructure (what currently exists, what is planned, and what would be funded by the project).
  - d. An explanation of greenhouse gas reducing features of the project such as project components that improve air quality and reduce greenhouse gas emissions along a specific corridor, surrounding land use density, housing and employment centers, transit- oriented development/sustainable communities strategy projects, active transportation infrastructure and other features, to the extent available. For all construction projects, agencies are required to submit a copy of the California Air Resources Board (CARB) Quantification Methodologies (QMs) and Calculator Tools for estimating greenhouse gas (GHG) emission reductions and co-benefits identified in Attachment 2.
  - e. An explanation of expected ridership benefits of the project when constructed, including how the project supports better integration of transit services in the region among modes and providers if applicable.
  - f. If applicable, an explanation of how some or all of the project is expected to provide direct, meaningful, and assured benefits to a disadvantaged community, low-income communities or low-income households as defined by SB 535 and AB 1550.
3. If agencies plan to use this funding for only **project development activities for a new project**, they are required to show how their project or program of projects will be eligible to apply for TIRCP construction funding in the future. If the project would not be eligible to apply for TIRCP as a new project, it will not qualify for funding for project development. Agencies shall also demonstrate that they have entered into, or have applied to enter into, federal project development processes for at least a portion of the project or program of projects, and that they expect to receive federal funding in the future once complete with project development. If the agency expects to be able to leverage state funding to provide the match necessary to obtain federal planning funds, this should also be identified. The required detail for project development only is as follows:
- a. A summary or fact sheet (one- to two-page) that includes the following elements:
    - i. Implementing agency or agencies
    - ii. Project title
    - iii. Dates for the start and end of each project development phase, as well as the anticipated date of construction
    - iv. Summary of overall project scope for the constructed project, with an emphasis on project development scope
    - v. Total project costs for project development, and an estimate of the fully constructed project cost if available
    - vi. Identification of the source, type and amount of all funding for the project development phase and intended funding for the construction phase
  - b. A detailed project schedule for the project development phase, including the project's current status, and the completion dates of all major delivery milestones.
  - c. Description and map designating the project location

- d. An explanation of greenhouse gas reducing features of the project such as project components that improve air quality and reduce greenhouse gas emissions along a specific corridor, surrounding land use density, housing and employment centers, transit- oriented development/sustainable communities strategy projects, active transportation infrastructure and other features, to the extent available. No GHG emissions reduction quantification is required, but can be acknowledged, if available.
- e. An explanation of expected ridership benefits of the project when constructed, including how the project supports better integration of transit services in the region among modes and providers if applicable.
- f. If applicable, an explanation of how some or all of the project is expected to provide direct, meaningful, and assured benefits to a disadvantaged community, low-income communities or low-income households as defined by SB 535 and AB 1550.

### **ZETCP Capital**

If an agency is requesting allocation for funding for **ZETCP capital projects**, they shall include for each requested ZETCP capital project:

- a. A summary or fact sheet (one- to two-page) that includes the following elements:
  - i. Implementing agency or agencies
  - ii. Project title
  - iii. Dates for the start and end of each project phase
  - iv. Summary of project scope
  - v. Total project costs, including identification of the amount of funding used for project management as budgeted for the agency or agencies involved (inclusive of RTPA project management)
  - vi. Identification of the source, type and amount of all funding
- b. A detailed project schedule, including the project's current status, and the completion dates of all major delivery milestones.
- c. Project Location – provide a map for each of the following, where relevant:
  - i. Project location denoting the project site. Provide a KML file showing project location(s) and impacted transit lines.
  - ii. In addition to showing where housing exists, provide information on housing density and planned/zoned/permitted/etc. housing density. This information may come from planning documents and/or zoning code if other approaches are not readily available.
  - iii. In addition to illustrating existing employment centers, provide information on employment density, mix of employment types, and planned future employment land uses. This information may come from planning documents and/or zoning code if other approaches are not readily available.
  - iv. Planned and existing active transportation infrastructure.
- d. An explanation of greenhouse gas reducing features of the project. For all construction projects, agencies are required to submit a copy of the California Air Resources Board (CARB) Quantification Methodologies (QMs) and Calculator Tools for estimating greenhouse gas (GHG) emission reductions and co-benefits identified in Attachment 2.
- e. At the time of the Allocation Package submission, applicants are required to submit a job co-benefit modeling tool, which is based upon a co-benefit assessment methodology

developed by CARB. This tool can be found here:

<https://ww2.arb.ca.gov/resources/documents/ci-methodologies>

- f. An explanation of how some or all of the project is expected to provide direct, meaningful, and assured benefits to a disadvantaged community, low-income communities or low-income households as defined by SB 535 and AB 1550. Agencies must evaluate the criteria detailed by CARB (see Attachment 1) and complete the CARB benefit criteria table in Attachment 3, to determine whether the project meets criteria for providing direct, meaningful, and assured benefits to a disadvantaged community, low-income community, and/or low-income households and address a community need pursuant the CARB's Funding Guidelines, and document the manner in which all or part of the project does so. If an agency plans to engage in additional efforts to consult with disadvantaged or low-income stakeholders as part of project development, a specific task and budget for the proposed activities should be included in the project application.
  - i. It is a goal of programs using GGRF resources to maximize benefits to disadvantaged communities and low-income communities and households. Pursuant to the requirements of SB 535, as amended by AB 1550, the overall California Climate Investments Program funded with Cap-and-Trade auction proceeds must result in: (1) a minimum of 25% of the available moneys in the GGRF to projects located within, and benefiting individuals living in, disadvantaged communities, (2) an additional minimum of 5% to projects that benefit low-income households or to projects located within, and benefiting individuals living in, low-income communities located anywhere in the state, and (3) an additional minimum of 5% either to projects that benefit low-income households that are outside of, but within a 1/2 mile of, disadvantaged communities, or to projects located within the boundaries of, and benefiting individuals living in, low-income communities that are outside of, but within a 1/2 mile of, disadvantaged communities.
  - ii. Information on California Climate Investments to Benefit Disadvantaged Communities with background on SB 535, AB 1550 and the CalEPA California Communities Environmental Health Screening Tool 4.0 (CalEnviroScreen), can be found at: <https://calepa.ca.gov/EnvJustice/GHGInvest/>
- g. Identification of whether the entire project, or only certain components, address AB 1550 benefits, and identification of the portion of the budget related to those components.
- h. An explanation of expected ridership benefits of the project when constructed, if any.

### **Transit Operations Funding**

If an agency is requesting an allocation of funding for transit operations for one or more of the STA-eligible transit operators in its jurisdiction, it shall include the following information for each operator covered by its request:

1. Name of Transit Operator
2. 2022-23 Ridership for the Operator and Operator's Percent of Region's Total Ridership
3. Amount of Funding Requested, by source (TIRCP or ZETCP) and Budget Year
4. List of Specific Activities Funded by the Request, quantified where possible:
  - a. Amount of service being paid for by the additional funding expressed in both revenue service hours and by nature of service retention, restoration or increase invested in (e.g. preventing a reduction in frequency on one or more routes (or systemwide), frequency increases on particular routes or launch of new routes made possible by the funds). Costs involved in maintaining current

operations may include those necessary for ensuring safety and state of good repair of the vehicles and infrastructure necessary to operate service and shall be identified with respect to the current service level they are protecting. In some regions, a different STA-eligible operator may be better able to implement increased or restored service levels than the original operator. This flexibility is allowed and should be noted in the project description when utilized.

- b. Identification of operating expenses invested in increased safety and security measures
- c. Identification of operating expenses that are intended to increase ridership, including those that fund actions to improve coordination of routes and schedules

5. Identification of benefits to transit dependent riders of activities funded by the request

- D. **A summary Excel table including the proposed uses of TIRCP and ZETCP funds by fiscal year of availability**, up to the levels presented in Section 3 above. Uses shall be subdivided between funding for capital projects and funding for operations expenses, with each project and its implementing agency specifically identified, and each operator that will receive operations funding also specifically identified. An Excel template to be used in submitting this required information will be available on the CalSTA website within the Subject Area page dedicated to SB125 Funding. This table should contain data that matches the information submitted in the **Allocation Package Detailed Project Description**. The data table shall indicate the funding year from which funds are encumbered to the project or operating expense by the RTPA. Actual expenditure of funds may be in that year or a future year, as necessary for the project or operation.
- E. Agencies must also submit **regionally representative transit operator data** in coordination with transit operators providing service within the jurisdiction of the regional transportation planning agency. Regionally representative operator data is expected to include all State Transit Assistance-receiving agencies that are also direct reporters to the National Transit Database (NTD), as well as any additional agencies that are expected to receive either operating or capital project funding from the SB 125 funds. Exceptions are noted below. This data collection is aligned with some of the expected data needs for the Transit Transformation Task Force. For agencies to receive an allocation of funds in the 2023-24 fiscal year, the transit operator data must be submitted by December 31, 2023. CalSTA and Caltrans will review the data submissions for completeness, understanding the quality of the data may vary between operators. RTPAs are not required to confirm the data accuracy compiled from their transit operators. If the transit operator data does not meet the following requirements or is incomplete, agencies will have an opportunity to remedy their submission and receive access to the funding after the requirements are met, by no later than April 30, 2024. The regionally representative transit operator data shall include, but is not limited to:
  - i. **Existing fleet and asset management plans by transit operators.** Innovative Clean Transit Plan developed for CARB will be considered an already-responsive component of this requirement. Operators that are required to submit Asset Information Module data to the FTA's National Transit Database (whether on their own or as part of a group plan) should confirm the last time period for which data was submitted, and whether they submitted their data as part of a group plan. If such data is already submitted to the NTD by Caltrans, the most recent submission should be noted and referenced. If the STA-eligible transit operators within an RTPA's jurisdiction have operator-specific fleet and/or asset management plans developed for their own management purposes, or for compliance with FTA Capital Investment Program requirements, the most recent version of such plans should be submitted.



- ii. **Revenue collection methods and annual costs involved in collecting revenue for each transit operator and regional transportation planning agency involved, by payment instrument.** The methods (payment instruments) of revenue collection should be noted and described for all operators covered by the data submission requirements, including reference to use of cash fareboxes, transit passes and tickets available for sale at different locations and in different media, use of mobile ticketing and/or use of smart cards or contactless payment. Information on revenue collection costs shall also be submitted for those operators or regional agencies that are able to identify specific costs in their operating or capital budgets associated with such revenue collection costs. Annual cost should be related to annual revenue for each STA-eligible transit operator that has relevant data to report. For operators that have no identifiable expenses and are not NTD reporters, fare revenues shall still be submitted for the most recent fiscal year in question. For regional agencies that have revenue collection costs without collecting fare revenues directly, the revenue collection costs should be reported by payment instrument, along with an indication of which operators are served by such revenue collection efforts.

1. The dataset shall include, for each transit operator or regional transportation planning agency involved in revenue collection (as applicable):
  - a. Total cost of revenue collection and total revenue collected for the most recent fiscal year
  - b. Cost of revenue collection by payment instrument (where available, even if only for certain instruments and not all) and total revenue collected by those same payment instruments, for the most recent fiscal year.
2. Planned capital costs related to fare collection in the next 4 years, if any are planned (including those within expected transit vehicle or other procurements).

- iii. **A statement of existing service plan and planned service changes through the end of 2023-24, and schedule data in General Transit Feed Specification (GTFS) format.** The goal of this data submission is to provide up to date representation of schedules by transit operator. Nearly all transit agencies of the state are providing their data in GTFS format on a regular basis, and are required to start doing so by FTA regulations by 2024. Such data is already visible to the public and to state agencies as indicated below. Compliance with these statutory requirements may be met by each operator confirming that their current schedule data is correct (an accurate representation of the service that the customer will see in operation), and that future service changes will be translated into an updated GTFS format on a timely basis. If a service change is planned during FY 23-24, an estimated date for submission of GTFS data should be indicated.

A brief summary of the existing service plan and changes to the levels of service planned by operator, at a level that is representative of the larger planned changes but does not need to cover minor changes, shall accompany the allocation package. Major frequency changes, or addition or discontinuance of routes, should be reflected, but not minor routing or scheduling changes. In addition, changes in total amount of revenue service hours planned for this current fiscal year shall be reported, along with the timeframe for such a change.

1. Existing service is assumed to have been described in the agencies most recent GTFS feed / GTFS Realtime feed. A list of agencies and

associated

feeds can be found at <https://data.ca.gov/dataset/cal-itp-gtfs-ingest-pipeline-dataset/resource/e4ca5bd4-e9ce-40aa-a58a-3a6d78b042bd>. If this is in error, please contact [hello@calitp.org](mailto:hello@calitp.org). More general information specific to reporting in GTFS may be found at <https://dot.ca.gov/cal-itp/california-minimum-general-transit-feed-specification-gtfs-guidelines>.

2. For the proposed service plan, the ideal format is a GTFS feed, representing, at a minimum, proposed weekday, Saturday and Sunday service, planned scenario. Otherwise, we will accept frequency or new line-based changes. (i.e., line X goes from every 20 minutes to every 10 minutes during peak periods, defined as 6am-9am and 4pm to 7pm).
  3. The phasing plan for any proposed service changes.
- iv. **Expenditures on security and safety measures.** This data should be submitted by those agencies that have current or changed levels of expenditure that are specific to security (including cybersecurity) and safety measures, if applicable to the agency or operators covered by the report. This information is expected to highlight those regions and agencies that are expending significant funding, in order to consider this in the context of the Transit Transformation Task Force and to consider the role such spending may play in restoring and increasing ridership. Not all agencies and operators are expected to have specific data in this area.
  - v. **Opportunities for service restructuring, eliminating service redundancies, and improving coordination amongst transit operators, including, but not limited to, consolidation of agencies or reevaluation of network management and governance structure.** RTPAs with efforts involving these activities across their region or involving specific operators shall provide a summary of the opportunities they are pursuing or have acted upon, including any reports on such opportunities.

Technical assistance in addressing the required contents of the Initial Allocation Package and any future updates may be requested by emailing the SB 125 e-mail address at [SB125transit@calsta.ca.gov](mailto:SB125transit@calsta.ca.gov). Assistance may be provided by CalSTA, Caltrans or CARB, depending on the nature of the specific question.

Applicants are reminded that while initial allocation packages are due by December 31, 2023, they may submit updates to such packages on a rolling basis that CalSTA anticipates reviewing on a 30- to 60-day timeline for approval of additional allocations of funding, up to the limit available for the RTPA at the relevant point in the program.

RTPAs are also required to make publicly available (i.e., posted online) a summary of monthly ridership data, consistent with the data submitted to the FTA's NTD, from all its transit operators and should cover the time period starting on July 1, 2022, through at least June 30, 2028. The monthly reports should include ridership data for each mode of public transportation service that the agency operates. This information will provide the public with monthly trends in ridership and service supplied throughout the year, and also allow for a comparison of ridership recovery compared to this same time last year. Caltrans will provide all RTPAs with a summary report each month that meets the requirements of this statutory provision, drawn from the data reported to the National Transit Database. The data will be drawn from the NTD at: [Complete Monthly Ridership \(with adjustments and estimates\) | FTA \(dot.gov\)](#). RTPAs are required to post a link to this report and data in a manner easily accessed by the public, so that ridership trends within their region can be easily reviewed, in order to receive approval for their allocation packages. For RTPAs with transit operators who do not report monthly data to the NTD, Caltrans will include the most recent annual ridership numbers provided to the NTD. RTPAs may publish

additional ridership data for agencies that do not report monthly to the NTD at their discretion, in order to allow public understanding of the changes in ridership experienced over the SB 125 funding time period.

Unrelated to the Allocation Package submissions, agencies are required to submit and receive approval of a one-time, long-term financial plan by June 30, 2026, that addresses the approach to sustain the region's transit operations absent additional discretionary or nonformula state funding to maintain eligibility for future TIRCP funding in the 2026-27 fiscal year and beyond. *This plan will be analyzed and reviewed for completeness.*

Each long-term financial plan shall include, but is not limited to:

- I. Demonstration of the implementation of ridership retention and recovery strategies, including, but not limited to, policies that prioritize safety and cleanliness and streamlined coordination between transit operators, such as schedule coordination, reduced boarding times, operational management, and site sharing, to improve rider experience.
- II. A five-year forecast of operating funding requirements with detail on all sources of funding proposed for operations, including any new local and regional funding sources being pursued and the progress and improvements implemented since the last submitted regional short-term financial plan.

Technical assistance as it relates to the development of long-term financial plans may be offered from CalSTA and/or Caltrans. RTPAs are expected to utilize existing plans and documents that address the requirements of the long-term financial plan where possible, including the use of supplemental materials or addenda that address the long-term plan requirements and reference back to their existing plans as applicable. CalSTA analysis and review for completeness will only extend to content required by the provision of SB 125. Additional guidance will be developed and articulated in future updates to these guidelines, per the legislative intent of SB 125.

## 7 Approval and Programming

Once an agency's Initial Allocation Package is received, along with verification that monthly ridership data as required by statute is available on each regional agency's website, CalSTA will review and analyze the submitted documents for completeness and for project eligibility with a commitment to facilitate these funds to projects in an expeditious manner and not infringe on the local decision-making processes that determined the specific projects proposed for funding. If all projects are eligible and the documentation is complete, CalSTA will notify the RTPA that its package is approved, publish the information on its SB125 Transit Formula Program subject area page, and authorize disbursement of applied-for funds to the RTPA. If Initial Allocation Packages are incomplete, RTPAs will be promptly notified and allowed to address areas of incompleteness. If any projects are found to be ineligible, RTPAs will be provided an opportunity to choose between either remedying the ineligible project (or replacing it with another) prior to having the entire package approved, or advancing all projects that are eligible and addressing the ineligible project in a future Updated Allocation Package. CalSTA will maintain a Program Allocation Report that will incorporate all approved projects (both capital and operating) that will be updated in any quarter during which additional approvals of Initial Allocation Packages or Updated Allocation Packages have been made.

Agencies are not required to fully apply for all available funding at the time of Initial Allocation Package submission. Unrequested monies, or the request to program interest earned on deposited funds that have not yet been disbursed to implementing agencies, may be requested in a future Updated Allocation Package. If an agency chooses to request previously unrequested funding or reprioritize funding between projects (including the addition or deletion of a project from their approved project list), an Updated Allocation Package shall be submitted for approval, including a Summary of Changes section immediately after the cover letter authorizing submission, and any updates to the project information in the document

relative to the request. Such documents will be reviewed and analyzed upon receipt for completeness and project eligibility with a commitment to facilitate these funds to projects in an expeditious manner and not infringe on the local decision-making processes that determined the specific projects proposed for funding, with the approved changes included in the quarterly updates to the Program Allocation Report. Notification will be provided to each submitting agency within 30 to 60 days of submission of an Updated Allocation Package regardless of whether the next quarterly Program Allocation Plan has been published.

## 8 Project Delivery and Reporting

To the extent that recipients specify existing TIRCP projects that already have competitive TIRCP funding awards, CalSTA and Caltrans will work with each project sponsor to update project program supplements to reflect the use of these supplemental resources on the project under its delegated authority from CalSTA. The first year of funding for TIRCP and the ZETCP is already available for distribution once required materials are submitted and is expected to be fully encumbered or expended and liquidated by June 30, 2028. FY23-24 funds for TIRCP and the ZETCP must be disbursed to RTPAs by this deadline. Once received by the RTPA there is no deadline for the expenditure of funds. Agencies may spend SB 125 funds in any order relative to other state, federal and local funds.

As a condition of ongoing disbursement of requested SB 125 funds, the RTPAs must submit to CalSTA an Annual Report documenting the activities and progress made toward implementation of the projects and operating expenditures, which includes total SB 125 expenditures to date and total amount remaining. Recordkeeping and reporting requirements will apply through the life of the projects.

As previously noted, recipients must deposit funds into a dedicated bank account that will hold only SB 125 funds. If a separate account is not possible, the agency may show documents of a line item or subaccount dedicated to SB 125 funds. These funds must also be spent on eligible projects and will be accounted for when an agency submits its required Annual Report.

A reporting template will be distributed prior to the first annual report being due by December 31, 2024.

A final delivery report for completed capital projects may also be required, to provide notification of the completion of the project and confirmation of its placement into service. Additional guidance may be developed and articulated in future updates to these guidelines, per the legislative intent of SB 125, and may include the development and distribution of a final delivery report template in the future.

Consistent with CARB's Funding Guidelines, local agencies are required to report on job co-benefits, in addition to all other reporting requirements, for funding associated with the ZETCP. Job co-benefits refer to California jobs supported, not created, by California Climate Investments. Jobs supported by California Climate Investments include direct, indirect, and induced employment.

At the time of the Allocation Package submission for the ZETCP, agencies are required to submit a job co-benefit modeling tool, which is based upon a co-benefit assessment methodology developed by CARB. Once an awarded project has been implemented, funding recipients will also be required to report actual (not modeled) jobs data via the semi-annual reporting process. Note that these requirements are only for the ZETCP and are not necessary for the SB 125 TIRCP funding. Projects accessing funding from the ZETCP may also be required to submit reporting information related to greenhouse gas reductions and priority population benefits in accordance with the CARB's Funding Guidelines (see Attachment 1).

Implementing agencies should note that additional Project Outcome Reporting may be required for TIRCP or ZETCP capital projects. Caltrans may provide assistance through Cal-ITP on scheduling, real-time information and payments to streamline reporting requirements.

The State of California has the right to review project documents and conduct audits during project implementation and over the life of the project. Caltrans or another State agency may audit a sample of SB

125 projects to evaluate the performance of the project, or compliance with state and federal laws and regulations, contract provisions; and program guidelines, and whether project deliverables (outputs) and outcomes are consistent with the project scope, schedule, and benefits described in the Allocation Package. A report on the projects audited must be submitted by the auditing agency to CalSTA.

In addition, agencies that receive ZETCP funding under this program shall submit a report to CalSTA, no later than October 31, 2024, and annually by October 31<sup>st</sup> of subsequent years, that includes the following information:

- a. How much funding is to be used for operating costs, if any.
- b. The number, type, date, and location of zero-emission buses, trains or other vehicles purchased, if any.
- c. The number, type, date, Open Charge Point Interface (OCPI) data, and location of electric charging stations or hydrogen fueling stations purchased and installed, if any.
- d. The nameplate capacity of installed equipment in kilowatts for electric charging stations and kilograms per day for hydrogen fueling stations, if any.
- e. The total costs and the source of funding for vehicles and equipment purchased using these funds.

Additional guidance related to the ZETCP annual report will be provided at least six months before its required submission.

## 9 Project Administration

Projects awarded funding from SB 125 are expected to document and publicize the TIRCP and ZETCP in proper context when developing press releases and board documents, or in hosting public events such as project groundbreakings. References should be made to TIRCP, ZETCP, the California State Transportation Agency as the program sponsor, and the state programs as fund sources, as applicable, in order to ensure transparency regarding the funding of the projects. Additional details may be provided.

Agencies must encumber and expend monies consistent with State law and ensure that GGRF monies are utilized consistent with the expenditure record submitted by CalSTA and required by SB 1018. A determination that use of GGRF monies is not consistent with the expenditure record and does not further the purposes of AB 32 may occur during legal proceedings or during an audit or program review conducted by the Bureau of State Audits, Department of Finance, a third-party auditor, or CARB. Depending on the outcome of those proceedings or review, agencies may be required to return monies to the state if expenditures are not consistent with the statutory requirements (such as not furthering the purposes of AB 32).

If a short-term financial plan does not meet the content and completeness requirements outlined in section 6, or if specific projects described do not meet eligibility requirements, agencies will have an opportunity to remedy their plan and receive access to the funding after the requirements are met.

Audits and on-site monitoring can take place at any time at the discretion of CalSTA, without prior warning given to the agency. CalSTA has the right to audit the project records, including technical and financial data of the Project Applicant, the Implementing Agency, and any consultant or sub-consultants at any time after award, during the course of the project and for three years from the date of the final closeout of the project, therefore all project records shall be maintained and made available at the time of request.

The state may terminate the disbursement of funds if it learns of or otherwise discovers that there are allegations supported by reasonable evidence that a violation of any state or federal law or policy by the recipient which affects performance of this funding, or any other grant agreement or contract entered into with the State. If funding disbursement is terminated, or project approval revoked, the

agency may be required to fully or partially repay funds from the TIRCP or ZETCP.

## **Attachment 1: CCI Funding Guidelines for Administering Agencies** **(applies to ZETCP Recipients Using GGRF Funds)**

### **Investments to Benefit Disadvantaged Communities and Low-Income Communities and Households**

The California Air Resources Board (CARB) released the "Funding Guidelines for Agencies Administering California Climate Investments" (Funding Guidelines) on August 30, 2018.

The 2018 Funding Guidelines provide flexibility in implementing a diverse set of investments while maintaining transparency of outcomes and ensuring meaningful community benefits from these investments. These guidelines align with the Legislature's priorities found in [AB 398](#) and Fiscal Year (FY) 2017-18 appropriations. These guidelines reflect the increasingly important role of California Climate Investments in facilitating the reduction of greenhouse gases while also reducing air pollution, helping communities adapt to the impacts of climate change, and providing meaningful benefits to disadvantaged communities, low-income communities, and low-income households (also referred to as "[priority populations](#)"), among other statutory requirements.

CARB collaborates with agencies that administer California Climate Investments programs to develop individual targets for each program to drive investments that achieve direct and meaningful benefits to [priority populations](#) and help ensure that [statutory requirements](#) are met, which are described in AB 1550.

Additional information can be found at the following CARB websites:

<https://ww2.arb.ca.gov/resources/documents/cci-funding-guidelines-administering-agencies>

## **Attachment 2: Quantification Methodology and Co-Benefit Assessment Methodology**

### **CCI Quantification and Reporting Materials**

Administering agencies using ZETCP GGRF funding for capital expenditures must use the Funding Guidelines with the resources provided by CARB to develop effective programs and demonstrate compliance with program requirements.

Resources include Quantification Methodologies (QMs) and Calculator Tools for estimating greenhouse gas (GHG) emission reductions and co-benefits; Benefit Criteria Tables (BCTs) for determining benefits to priority populations; and Reporting Templates for reporting outcomes.

CARB staff developed the [TIRCP QM](#) and associated [Calculator Tool](#) to provide guidance for estimating the GHG emission reductions and selected co-benefits for each proposed project type. The calculator tool automates methods described in the QM document, outlines documentation requirements, and provides a link to a step-by-step user guide with project examples. Projects will report the total project GHG emission reductions and co-benefit estimated using the TIRCP Calculator tool as well as the total project GHG emission reductions per dollar of GGRF funds.

The TIRCP Calculator Tool will be used for most ZETCP capital projects, and also for developing quantification estimates for new TIRCP capital projects using SB 125 funds.

Using many of the same inputs required to estimate GHG emission reductions, the TIRCP Calculator Tool will estimate the following co-benefits and key variables from TIRCP projects

- ROG emission reductions (lbs),
- NOx emission reductions (lbs),
- PM2.5 emission reductions (lbs),
- Diesel PM emission reductions (lbs),
- Passenger VMT reductions (miles),
- Fossil fuel use reductions (gallons),
- Fossil fuel energy use reductions (kWh),
- Passenger travel cost savings (\$), and
- Energy and fuel cost savings (\$).

While many ZETCP and TIRCP projects will use the TIRCP calculator tool, there are some project types that may not be covered by a single tool. CARB staff have developed the ZETCP QM by compiling the calculator tools from TIRCP, LCTOP, the Affordable Housing and Sustainable Communities (AHSC) program, the Low-Income Weatherization Program (LIWP), and the Low Carbon Fuel Production (LCFP) Program. The LIWP calculator can be used to calculate the benefits from solar panel and microgrid installations. The LCFP calculator can be used to calculate the benefits from alternative fuel generation in either a new facility or an expanded, existing facility.

All CARB co-benefit assessment methodologies are available at:  
<https://ww2.arb.ca.gov/resources/documents/cci-methodologies>

Reporting templates are developed specifically for each program within California Climate Investments. These templates are used by TIRCP staff to report on outcomes from all projects funded by TIRCP, and are expected to also be used to report on outcomes for ZETCP GGRF-funded projects. Additional quantification tools will be identified by CARB for ZETCP project types that are not covered by current quantification tools, generally



utilizing select tools used by existing GGRF programs.

Additional information can be found at the following CARB website:

<https://ww2.arb.ca.gov/resources/documents/ci-quantification-benefits-and-reporting-materials>

### **Co-benefit Assessment Methodology**

California Climate Investments support the State's climate change goals and provide many additional benefits to individuals, households, businesses, and communities. These "co-benefits" include social, economic, and environmental benefits. CARB provides guidance on quantification methods and reporting to administering agencies. CARB contracted with the University of California, Berkeley (UC Berkeley) to help research and develop methods for evaluating project co-benefits. Guidance on using the co-benefit assessment methodologies is contained in [CARB's Funding Guidelines](#).

The co-benefits were prioritized based on administering agency input and broad applicability to California Climate Investments programs. UC Berkeley first reviewed the scientific data to determine if methods could be developed and summarized the findings in literature reviews. Next, UC Berkeley and CARB developed Co-benefit Assessment Methodologies where feasible. CARB solicited public comment on draft versions in Spring 2018 prior to posting final Co-benefit Assessment Methodologies. CARB may review and update assessment methodologies periodically based on new or evolving project types; new legislation; available resources; new scientific developments or tools, or modifications in the analytical tools or approaches upon which the methodologies were based; or input from administering agencies or the public.

The California Air Resources Board is updating the Co-benefit assessment methodology. See the following website for the final methodology.

<https://ww2.arb.ca.gov/resources/documents/ci-methodologies>

## **Attachment 3: Benefit Criteria Tables**

### **CCI Benefit Criteria Tables**

ZETCP will use the Sustainable Transportation [Benefit Criteria Table](#) developed by CARB to ensure that programs meet the minimum levels of investments to projects that benefit residents of disadvantaged communities, low-income communities, and low-income households, collectively referred to as “priority populations”.

All projects counting toward the statutory investment minimums must be located within an identified community and benefit individuals living within that community, or directly benefit residents of low-income households anywhere in the State. Administering agencies must determine if a project meets the criteria for providing direct, meaningful, and assured benefits to priority populations using the following evaluation approach:

**Step 1:** Identify the Priority Population(s). Be located within a census tract identified as a disadvantaged community or low-income community, or directly benefit residents of a low-income household.

**Step 2:** Address a Need. Meaningfully address an important community or household need for the disadvantaged community, low-income community, or low-income household.

**Step 3:** Provide a Benefit. Using the evaluation criteria, identify at least one direct, meaningful, and assured benefit that the project provides to priority populations. The benefit provided must directly address the identified need.

Only investments that meet these criteria will be counted toward achieving the statutory investment minimums identified for priority populations. Administering agencies can fund projects that otherwise provide meaningful benefits, but do not meet these criteria; however, those projects will not be counted toward investment minimum.



## STAFF REPORT

TO: Lindsay City Council

MEETING DATE: November 12, 2024

Item #: 12.1  
Action Items

**DEPARTMENT:** Finance

**FROM:** Lacy Meneses, Director of Finance

**AGENDA TITLE:** Tyler Technologies ERP Pro 10 Financial Management Suite

### ACTION & RECOMMENDATION

Approve and authorize the Mayor or Mayor Pro Tem to sign a contract with Tyler Technologies in the amount of \$107,520.00 for the initial implementation, an annual cost of \$48,603.00 for 1-3 years, and a 3-5% increase in year 4 to \$50,061.09.

### BACKGROUND | ANALYSIS

The City of Lindsay currently utilizes the Central Square financial system. This system is extremely antiquated, causing unnecessary work for City staff in order to complete daily tasks, compile financial reports and provide timely information. The City has made several inquiries about features needed to operate efficiently, however Central Square staff have informed the City in order to get the features needed the City would have to upgrade to their newest software priced at \$729,535.00. This is in addition to the annual cost of \$56,779.92.

The City has since looked at alternative providers consisting of: Oracle, OpenGov, Enterprise ERP, ERP Pro 10 and Sage Intacct.

It was determined that ERP Pro 10 was the best fit for the needs of the City of Lindsay. Tyler Technologies ERP Pro 10 Financial Management Suite will streamline financial processes to save time and money which will aid in balanced budgets, real time data, and reduction in audit findings. Tyler Technologies software is constantly evolving to ensure that the software will never become obsolete, and that the City will always have access to the most up-to-date technology without ever having to pay for an upgrade. The cost for implementing ERP Pro 10 is \$107,520.00. The annual cost going forward will be \$48,603.00 for years 1-3 and a 3-5% increase in year 4 to \$50,061.09.

The contract has been reviewed by our auditors and legal counsel.

### FISCAL IMPACT

General fund first year increased cost \$107,520.00. There will be savings of \$8,176.92 for years 1-3 and \$6,718.83 for years 4 and beyond.

### ATTACHMENTS

1. ERP PRO 10 Financial Management Suite Software Service Agreement

Reviewed/Approved: 



## SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

### SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the City of Lindsay, California.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.

- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable, and attached or indicated at Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

## SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software,

as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
  - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
  - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
  - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
  - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a

summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective (“RPO”) of 24 hours and a Recovery Time Objective (“RTO”) of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

## **SECTION C – PROFESSIONAL SERVICES**

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.



8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
9. Maintenance and Support. For so long as you timely pay applicable fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
  - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
  - 9.2 provide support during our established support hours;
  - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
  - 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
  - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to

you on a time and materials basis at our then current rates. You must request those services with at least one (1) week's advance notice.

#### **SECTION D – THIRD PARTY PRODUCTS**

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
  - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
  - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
  - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

#### **SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES**

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

## SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
  - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
  - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
  - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
  - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

## SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
  - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.
2. General Indemnification.
- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.
3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**
4. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE**

LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

## **SECTION H – GENERAL TERMS AND CONDITIONS**

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
  - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
  - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
  - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
  - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are



reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.

19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
23. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
24. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	RESERVED
Exhibit E	Statement of Work

SIGNATURE PAGE FOLLOWS



IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Lindsay, California

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

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

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

Address for Notices:

Tyler Technologies, Inc.  
One Tyler Drive  
Yarmouth, ME 04096  
Attention: Chief Legal Officer

Address for Notices:

City of Lindsay  
PO Box 369  
Lindsay, CA 93247-0369  
Attention: \_\_\_\_\_



## **Exhibit A**

### **Investment Summary**

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date.

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**Sales Quotation For:**  
City of Lindsay  
PO Box 369  
Lindsay CA 93247-0369

Quoted BY           Derek Vo  
Quote Expiration   12/20/24  
Quote Name         SaaS w AP Automation

Tyler Annual Software – SaaS			
Description	List Price	Discount	Annual
ERP Pro			
ERP Pro 10 Financial Management Suite			
Core Financials	\$ 14,786	\$ 739	\$ 14,047
Contracts Management	\$ 0	\$ 0	\$ 0
Fixed Assets	\$ 1,865	\$ 93	\$ 1,772
Human Resources Management (Includes Position Budgeting)	\$ 8,356	\$ 418	\$ 7,938
Employee Access Pro	\$ 0	\$ 0	\$ 0
Employee Access Pro Time & Attendance	\$ 2,068	\$ 103	\$ 1,965
Purchasing	\$ 4,457	\$ 223	\$ 4,234
Accounts Receivable	\$ 3,891	\$ 195	\$ 3,696
ERP Pro 10 Customer Relationship Management Suite			
Utility Billing Water/Gas	\$ 6,427	\$ 321	\$ 6,106
Cashiering	\$ 1,415	\$ 71	\$ 1,344
ERP Pro Community Development Suite			

Tyler Annual Software – SaaS			
Description	List Price	Discount	Annual
Permitting Access	\$ 1,200	\$ 60	\$ 1,140
Licensing Access	\$ 1,200	\$ 60	\$ 1,140
Tyler One			
Identity			
Identity Workforce Advanced [5]	\$ 30	\$ 2	\$ 28
Content Manager Suite			
Content Manager Core	\$ 5,466	\$ 273	\$ 5,193
TOTAL:			
Term # of Years:		3	
	\$ 51,161	\$ 2,558	\$ 48,603

Tyler Annual Services			
Description	List Price	Discount	Annual
ERP Pro			
Other Services			
Tyler University	\$ 1,814	\$ 91	\$ 1,723
TOTAL:			
	\$ 1,814	\$ 91	\$ 1,723

Services		
Description	Hours/Units	Extended Price
ERP Pro 10 Financial Management Suite		
Professional Services	424	\$ 61,480

Services		
Description	Hours/Units	Extended Price
Project Management	1	\$ 1,950
Data Conversion Services		\$ 9,000
ERP Pro 10 Customer Relationship Management Suite		
Project Management	1	\$ 1,250
Professional Services	152	\$ 22,040
Data Conversion Services		\$ 6,000
Content Manager Suite		
Professional Services	40	\$ 5,800
TOTAL:		\$ 107,520

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 48,603
Total Tyler Services	\$ 107,520	\$ 1,723
Summary Total	\$ 107,520	\$ 50,326

## Comments

Work will be delivered remotely unless otherwise noted in this agreement.

SaaS is considered a term of one year unless otherwise indicated.

### Licensing Access

Licensing Access displays the license detail, which includes license number, license type, issued to, alternate contact, property, status, effective date, and expiration date. It displays the balance detail, such as fees, penalties, interest, and tax. Payment packet is. It also allows the user to request renewals, as well as pay or apply for a license. Note that the customer pays the \$1.25 fee per transaction for payment online.

### Permitting Access

Permitting Access displays the project detail, which includes permit number, status, address, owner name, expiration date, and issued date. It also displays the segment detail, which includes the fees, balance, payments, and any pending payments. It displays any inspection history. Payment packet is created to be imported to the permitting system. It also allows the user to request inspections, as well as pay or apply for a permit. Note that the customer pays the \$1.25 fee per transaction for payment online.

### Core Financials

Core Financials includes general ledger, budget prep, bank recon, AP, CellSense, a standard forms pkg, output director, positive pay, secure signatures.

### Identity Workforce Advanced [5]

Tyler's Identity Workforce currently supports the following identity providers (IdP's) for use with Tyler back-office solutions: Microsoft Active Directory through Azure AD, ADFS or Okta AD agent, Google Cloud Identity, Identity Automation RapidIdentity, and Okta. Any requirement by you to use an IdP not supported by Tyler may require additional costs, available upon request. Identity Workforce SaaS Fees are based on user counts. Year one SaaS Fee is based on estimated user count as indicated in this order. Unless otherwise agreed by the parties, the SaaS Fee for each subsequent annual term is based on the preceding annual term's annual user count.

### Cashiering

Cashiering supports credit/debit cards, is PCI Compliant, and includes a cash collection interface and a cashiering receipt import.

### Utility Billing Water/Gas

Utility CIS System includes collections, tax lien process and import, a standard forms pkg., output director and one Utility handheld meter-reader interface.

<b>Utilities Data Conversion</b>	Utility Billing conversion includes contacts/properties/accounts, meters, transaction/consumption/read history, metered services, non-metered service. Balanced transactions converted from current calendar year plus prior 2 years. Unlimited history imported upon request.
<b>Financial Management Data Conversion</b>	Financial Management conversion includes Chart of Accounts, General Ledger, and Accounts Payable. Prior fiscal year balances, current fiscal year balanced transactions, and unlimited unbalanced transaction history are also included.
<b>Human Resources Management / Payroll Data Conversion</b>	Human Resources Management conversion includes employee data, current calendar year balanced transactions, and unlimited unbalanced transaction history.



## Exhibit B

### Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

**Invoicing:** We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, Tyler agrees not to increase SaaS Fees by more than three percent (3%) per year for the following two (2) annual renewals. Subsequent annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
  - 2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
  - 2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
  - 2.3 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
  - 2.4 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
  - 2.5 *Other Fixed Price Services:* Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.



- 2.6 *Web Services*: Annual fees for web services are payable in advance, commencing upon the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
- 2.7 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
3. Third Party Products and Hardware.
- 3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 3.2 *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when we make it available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
- 3.3 *Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
- 3.4 *Hardware Maintenance*: The first year maintenance fee for Hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
- 3.5 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
- 3.6 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.
4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.
5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

**Payment.** Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting [AR@tylertech.com](mailto:AR@tylertech.com).



**Exhibit B**  
**Schedule 1**  
**Business Travel Policy**

**1. Air Travel**

**A. Reservations & Tickets**

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

**B. Baggage Fees**

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

## 2. Ground Transportation

### A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

### B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

### C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

### D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

## 3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

#### 4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

##### A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

###### Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

###### Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

##### B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.\*

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



## Exhibit C

### SERVICE LEVEL AGREEMENT

#### I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

**II. Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

*Actual Attainment:* The percentage of time the Tyler Software is available during a calendar month, calculated as follows:  $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$ .

*Client Error Incident:* Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

*Downtime:* Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

*Emergency Maintenance Window:* (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

*Planned Downtime:* Downtime that occurs during a Standard or Emergency Maintenance window.

*Service Availability:* The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the live production environment.

*Standard Maintenance:* Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

#### III. **Service Availability**

##### a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen (15) days of the end of the applicable month. We will respond to your relief request within thirty (30) days of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 99.70%	Remedial action will be taken
99.69% - 98.50%	2% of SaaS Fees paid for applicable month
98.49% - 97.50%	4% of SaaS Fees paid for applicable month
97.49% - 96.50%	6% of SaaS Fees paid for applicable month
96.49% - 95.50%	8% of SaaS Fees paid for applicable month
Below 95.50%	10% of SaaS Fees paid for applicable month

\* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

#### IV. **Maintenance Notifications**

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.



## Exhibit C Schedule 1 Support Call Process

### Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users\*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

*\* Channel availability may be limited for certain applications.*

### Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – [www.tylertech.com](http://www.tylertech.com) – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

### Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of



such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

## Incident Handling

### *Incident Tracking*

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

### *Incident Priority*

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

*\*Response and Resolution Targets may differ by product or business need*

### *Incident Escalation*

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

### *Remote Support Tool*

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



**Exhibit D**

*Reserved*



**Exhibit E**  
**Statement of Work**

*Statement of Work to be inserted prior to Agreement execution.*

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# City of Lindsay

## SOW from Tyler Technologies, Inc.

10/11/2024

Presented to:  
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Lindsay, CA 93247

Contact:  
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# Table of Contents

<b>PART 1: EXECUTIVE SUMMARY .....</b>	<b>1</b>
<b>1. Project Overview .....</b>	<b>1</b>
1.1 Introduction .....	1
1.2 Project Goals .....	1
1.3 Methodology.....	1
<b>PART 2: PROJECT FOUNDATION .....</b>	<b>3</b>
<b>2. Project Governance .....</b>	<b>3</b>
<b>3. Project Scope Control .....</b>	<b>4</b>
3.1 Managing Scope and Project Change .....	4
3.2 Change Control .....	4
3.3 Change Request Management.....	4
<b>4. Acceptance Process .....</b>	<b>6</b>
<b>5. Roles and Responsibilities.....</b>	<b>6</b>
5.1 Tyler Roles & Responsibilities .....	6
5.1.1 Tyler Executive Manager.....	7
5.1.2 Tyler Implementation Manager .....	7
5.1.3 Tyler Project Manager.....	7
5.1.4 Tyler Implementation Consultant.....	8
5.1.5 Tyler Sales .....	8
5.1.6 Tyler Technical Services .....	8
5.2 City of Lindsay Roles & Responsibilities .....	9
5.2.1 City of Lindsay Executive Sponsor .....	9
5.2.2 City of Lindsay Steering Committee.....	9
5.2.3 City of Lindsay Project Manager .....	10
5.2.4 City of Lindsay Functional Leads .....	11
5.2.5 City of Lindsay Power Users .....	11
5.2.6 City of Lindsay End Users .....	12
5.2.7 City of Lindsay Technical Lead .....	12
5.2.8 City of Lindsay Change Management Lead .....	12
<b>PART 3: PROJECT PLAN.....</b>	<b>14</b>
<b>6. Project Stages.....</b>	<b>14</b>
6.1 Initiate and Plan .....	15
6.1.1 Initial Coordination .....	15
6.1.2 Project/Phase Planning .....	16
6.1.3 Infrastructure Planning .....	17



6.1.4	Stakeholder Meeting.....	18
6.1.5	This work package is not applicable.....	19
6.1.6	Control Point 1: Initiate & Plan Stage Acceptance.....	19
6.2	Assess & Define.....	19
6.2.1	Solution Orientation.....	19
6.2.2	Current & Future State Analysis.....	20
6.2.3	This work package is not applicable.....	21
6.2.4	Conversion Assessment .....	21
6.2.5	This work package is not applicable.....	22
6.2.6	Control Point 2: Assess & Define Stage Acceptance .....	22
6.3	Prepare Solution .....	23
6.3.1	Initial System Deployment .....	23
6.3.2	Configuration .....	24
6.3.3	Process Refinement .....	25
6.3.4	Conversion Delivery .....	27
6.3.5	This work package is not applicable.....	28
6.3.6	This work package is not applicable.....	28
6.3.7	Control Point 3: Prepare Solution Stage Acceptance.....	28
6.4	Production Readiness .....	29
6.4.1	Solution Validation.....	29
6.4.2	Go-Live Readiness .....	30
6.4.3	End User Training .....	31
6.4.4	Control Point 4: Production Readiness Stage Acceptance.....	32
6.5	Production.....	32
6.5.1	Go-Live .....	32
6.5.2	Transition to Client Services.....	34
6.5.3	Post Go-Live Activities.....	35
6.5.4	Control Point 5: Production Stage Acceptance.....	35
6.6	Close.....	36
6.6.1	Phase Closeout.....	36
6.6.2	Project Closeout.....	37
6.6.3	Control Point 6: Close Stage Acceptance .....	38
<b>7.</b>	<b>General Assumptions.....</b>	<b>38</b>
7.1	Project.....	38
7.2	Organizational Change Management .....	39
7.3	Resources and Scheduling .....	39
7.4	Data.....	39
7.5	Facilities.....	40
<b>8.</b>	<b>Glossary .....</b>	<b>41</b>
<b>PART 4:</b>	<b>APPENDICES .....</b>	<b>44</b>
<b>9.</b>	<b>Conversion .....</b>	<b>44</b>
9.1	ERP Pro Utility Billing Conversion Summary .....	44



9.1.1	Utility Billing - Standard .....	44
9.1.2	Utility Billing – Legacy/Historical Views .....	44
9.2	ERP Pro Financials Conversion Summary .....	44
9.2.1	General Ledger .....	44
9.2.2	Accounts Payable .....	44
9.2.3	Personnel Management.....	45
<b>10.</b>	<b>Additional Appendices .....</b>	<b>46</b>
10.1	This work package is not applicable.....	46
<b>11.</b>	<b>Project Timeline.....</b>	<b>47</b>
11.1	ERP Pro Financial Management Timeline .....	47
11.2	ERP Pro Utility Billing Timeline.....	48
11.3	This work package is not applicable.....	48





# Part 1: Executive Summary

## 1. Project Overview

### 1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

### 1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the City of Lindsay (collectively the “Project”).

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Providing a single, comprehensive, and integrated solution to manage business functions
- Streamline business processes through automation, integration, and workflows
- Provide a user-friendly user interface to promote system use and productivity
- Eliminate redundant data entry

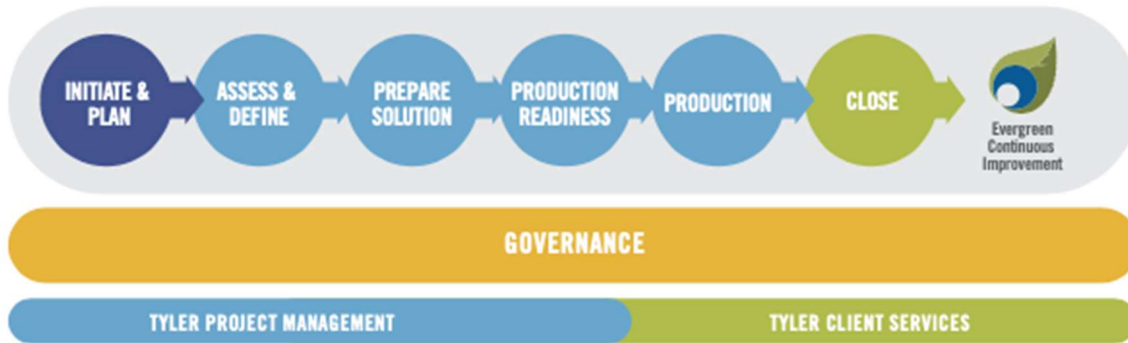
### 1.3 Methodology

This is accomplished by the City of Lindsay and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the City of Lindsay’s complexity and organizational needs.



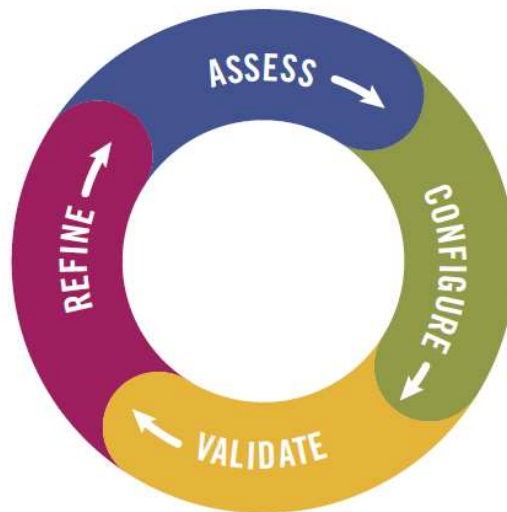
## Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the City of Lindsay and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the City of Lindsay and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the City of Lindsay's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

## Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.



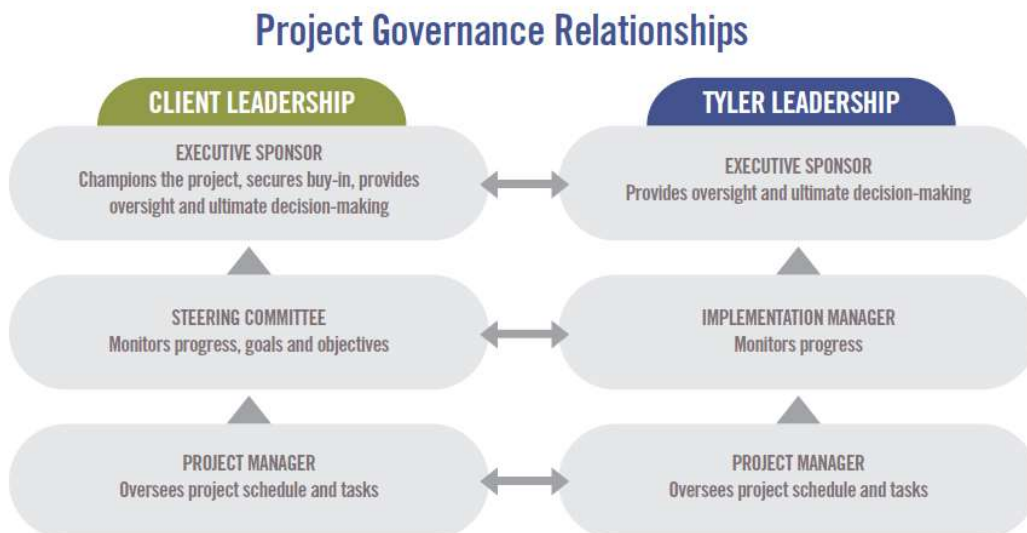
# Part 2: Project Foundation

## 2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The chart below illustrates an overall team perspective where Tyler and the City of Lindsay collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the City of Lindsay Steering Committee become the escalation points to triage responses prior to escalation to the City of Lindsay and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The City of Lindsay and Tyler executive sponsors serve as the final escalation point.



## 3. Project Scope Control

### 3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the “triple constraints” or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

### 3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

### 3.3 Change Request Management

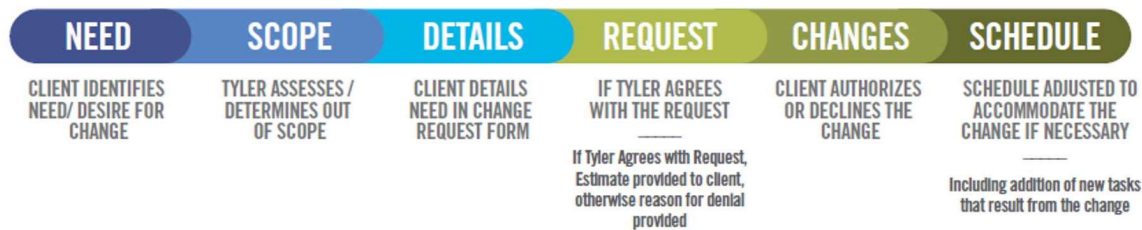
Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the City of Lindsay; for example, the City of Lindsay may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:



- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the City of Lindsay, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The City of Lindsay will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the City of Lindsay). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

## Change Request Process



## 4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each City of Lindsay office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the City of Lindsay will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining City of Lindsay feedback and approval on Project deliverables will be critical to the success of the Project. The City of Lindsay project manager will strive to gain deliverable and decision approvals from all authorized City of Lindsay representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each City of Lindsay department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The City of Lindsay shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the City of Lindsay does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the City of Lindsay does not agree the Deliverable or Control Point meets requirements, the City of Lindsay shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The City of Lindsay shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the City of Lindsay does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

## 5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the City of Lindsay and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the City of Lindsay, but are roles defined within the Project. It is common for individual resources on both the Tyler and City of Lindsay project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

### 5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.



### 5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the City of Lindsay 's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the City of Lindsay 's executive sponsor.

### 5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with City of Lindsay management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

### 5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the City of Lindsay, the Tyler Project Manager provides regular updates to the City of Lindsay Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

#### 5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by the City of Lindsay project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

#### 5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.





- Collaborates with the City of Lindsay project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

#### 5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the City of Lindsay and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the City of Lindsay any items that may impact the outcomes of the Project.
- Collaborates with the City of Lindsay 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the City of Lindsay 's project manager(s) to set a routine communication plan that will aide all Project team members, of both the City of Lindsay and Tyler, in understanding the goals, objectives, status, and health of the Project.

#### 5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

#### 5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the City of Lindsay through software validation process following configuration.
- Assists during Go-Live process and provides support until the City of Lindsay transitions to Client Services.
- Facilitates training sessions and discussions with the City of Lindsay and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

#### 5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

#### 5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).





- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.

## 5.2 City of Lindsay Roles & Responsibilities

City of Lindsay resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

### 5.2.1 City of Lindsay Executive Sponsor

The City of Lindsay executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the City of Lindsay steering committee, project manager(s), and functional leads to make critical business decisions for the City of Lindsay.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

### 5.2.2 City of Lindsay Steering Committee

The City of Lindsay steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the City of Lindsay project manager and Project through participation in regular internal meetings. The City of Lindsay steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The City of Lindsay steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
  - Cost
  - Scope
  - Schedule
  - Project Goals
  - City of Lindsay Policies
  - Needs of other client projects



### 5.2.3 City of Lindsay Project Manager

The City of Lindsay shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The City of Lindsay Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the City of Lindsay project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The City of Lindsay project manager(s) are responsible for reporting to the City of Lindsay steering committee and determining appropriate escalation points.

#### 5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

#### 5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the City of Lindsay project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

#### 5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the City of Lindsay and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the City of Lindsay staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

#### 5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all City of Lindsay resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.



- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to City of Lindsay technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

#### 5.2.4 City of Lindsay Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the City of Lindsay project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
  - Task completion
  - Stakeholder Meeting
  - Project Management Plan development
  - Schedule development
  - Maintenance and monitoring of risk register
  - Escalation of issues
  - Communication with Tyler project team
  - Coordination of City of Lindsay resources
  - Attendance at scheduled sessions
  - Change management activities
  - Modification specification, demonstrations, testing and approval assistance
  - Data analysis assistance
  - Decentralized end user training
  - Process testing
  - Solution Validation

#### 5.2.5 City of Lindsay Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the City of Lindsay business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.



- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the City of Lindsay staff during and after implementation.
- Participate in conversion review and validation.

### 5.2.6 City of Lindsay End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

### 5.2.7 City of Lindsay Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for City of Lindsay third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from the City of Lindsay's legacy system per the conversion schedule set forth in the project schedule.

#### 5.2.7.1 City of Lindsay Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the City of Lindsay's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with City of Lindsay and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

### 5.2.8 City of Lindsay Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.



- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.



# Part 3: Project Plan

## 6. Project Stages

### Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by the City of Lindsay.

### Work Breakdown Structure (WBS)

1. Initiate & Plan	2. Assess & Define	3. Prepare Solution	4. Production Readiness	5. Production	6. Close
1.1 Initial Coordination	2.1 Solution Orientation	3.1 Initial System Deployment	4.1 Solution Validation	5.1 Go Live	6.1 Phase Close Out
1.2 Project/Phase Planning	2.2 Current & Future State Analysis	3.2 Configuration	4.2 Go Live Readiness	5.2 Transition to Client Services	6.2 Project Close Out
1.3 Infrastructure Planning	2.3 Modification Analysis	3.3 Process Refinement	4.3 End User Training	5.3 Post Go Live Activities	
1.4 Stakeholder Meeting	2.4 Conversion Assessment	3.4 Conversion Delivery			
1.5 GIS Planning*	2.5 Data Assessment	3.5 Data Delivery			
		3.6 Modifications*			

*\*Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as “This work package is not applicable” in Section 6 of the Statement of Work.*



## 6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

### 6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the City of Lindsay with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. the City of Lindsay gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the City of Lindsay's team. During this step, Tyler will work with the City of Lindsay to establish the date(s) for the Project and Phase Planning session.

#### Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify City of Lindsay project team.

STAGE 1	Initial Coordination																
	Tyler								City of Lindsay								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
City of Lindsay project team is assigned									A	I	R	I	I	I			
Provide initial project documents to the City of Lindsay		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						







RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				
Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables	
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	City of Lindsay provides acceptance of schedule based on resource availability, project budget, and goals.

#### Work package assumptions:

- City of Lindsay has reviewed and completed the Guide to Starting Your Project document.

### 6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. . The City of Lindsay is responsible for the installation, setup and maintenance of all peripheral devices.

#### Objectives:

- Ensure the City of Lindsay's infrastructure meets Tyler's application requirements.
- Ensure the City of Lindsay's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning	
	Tyler	City of Lindsay



<b>RACI MATRIX KEY:</b> R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Initial Infrastructure Communication		A	R		C		C				C						C
Schedule Environment Availability		A	R				C				I						

Inputs	Initial Infrastructure Requirements
--------	-------------------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Completed Infrastructure Requirements	Delivery of Requirements

### 6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the City of Lindsay Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the City of Lindsay team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

#### Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler								City of Lindsay								
<b>RACI MATRIX KEY:</b> R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				



Perform Stakeholder Meeting Presentation	I	A	R	I	I					I	I	C	I	I	I	I	I
--	---	---	---	---	---	--	--	--	--	---	---	---	---	---	---	---	---

Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

#### Work package assumptions:

- None

#### 6.1.5 This work package is not applicable.

#### 6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

#### Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

#### Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the City of Lindsay
- Stakeholder meeting complete

### 6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current City of Lindsay business processes. This information will be used to identify and define business processes utilized with Tyler software. The City of Lindsay collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

#### 6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.



Tyler utilizes a variety of tools for the Solution Orientation, focusing on City of Lindsay team knowledge transfer such as: eLearning, documentation, or walkthroughs. The City of Lindsay team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare the City of Lindsay for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler								City of Lindsay								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
			A	R							I	I		I	I		I
											A	R		C			C
			A	R							I	I		I	I		I
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

## 6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The City of Lindsay and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The City of Lindsay will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the City of Lindsay's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.



Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

STAGE 2	Current & Future State Analysis																
	Tyler								City of Lindsay								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	City of Lindsay current state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

#### Work package assumptions:

- City of Lindsay attendees possess sufficient knowledge and authority to make future state decisions.
- The City of Lindsay is responsible for any documentation of current state business processes.
- The City of Lindsay can effectively communicate current state processes.

### 6.2.3 This work package is not applicable.

### 6.2.4 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler's conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing ("legacy") system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.



## Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler								City of Lindsay								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	City of Lindsay Source data
	City of Lindsay Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	City of Lindsay Acceptance of Data Conversion Plan, if Applicable

## Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the City of Lindsay representatives to identify business rules before writing the conversion.
- City of Lindsay subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

## 6.2.5 This work package is not applicable.

## 6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.



Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

#### Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

## 6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the City of Lindsay against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

### 6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

#### Objectives:

- All licensed software is installed and operational.
- The City of Lindsay can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*																
	Tyler							City of Lindsay									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software for Included Environments			A				R				I						C



Install Licensed Software on City of Lindsay Devices (if applicable)			I				C				A						R
Tyler System Administration Training (if applicable)			A				R				I						C

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Licensed Software is Installed on the Server(s)	Software is accessible
	Licensed Software is Installed on City of Lindsay Devices (if applicable)	Software is accessible
	Installation Checklist/System Document	

#### Work package assumptions:

- The most current available version of the Tyler Licensed Software will be installed.
- The City of Lindsay will provide network access for Tyler modules, printers, and Internet access to all applicable City of Lindsay and Tyler Project staff.

### 6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with the City of Lindsay to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The City of Lindsay collaborates with Tyler staff iteratively to validate software configuration.

#### Objectives:

- Software is ready for validation.
- Educate the City of Lindsay Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration																
	Tyler								City of Lindsay								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads





Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete City of Lindsay configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	

#### Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. The City of Lindsay is responsible for making decisions when multiple options are available.

### 6.3.3 Process Refinement

Tyler will educate the City of Lindsay users on how to execute processes in the system to prepare them for the validation of the software. The City of Lindsay collaborates with Tyler staff iteratively to validate software configuration options to support future state.

#### Objectives:

- Ensure that the City of Lindsay understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement	
	Tyler	City of Lindsay



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (City of Lindsay Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update City of Lindsay-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed City of Lindsay-specific process documentation (completed by City of Lindsay)	

#### Work package assumptions:

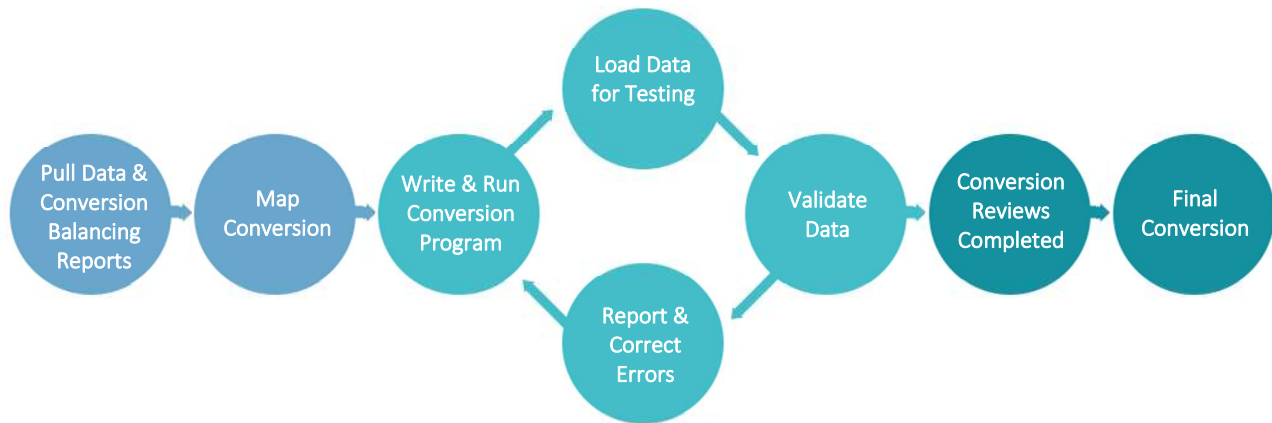
- None



### 6.3.4 Conversion Delivery

The purpose of this task is to transition the City of Lindsay’s data from their source (“legacy”) system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the City of Lindsay will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the City of Lindsay to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



#### Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion																
	Tyler								City of Lindsay								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			
Populate data crosswalks/code mapping tool			I	C	C						A	R		C			



Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R		I				I						I
Iterations: Proof/Review data and reconcile to source system			C	C	C						A	R		C			C

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

#### Work package assumptions:

- The City of Lindsay will provide a single file layout per source system as identified in the investment summary.
- The City of Lindsay subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The City of Lindsay project team will be responsible for completing the code mapping activity, with assistance from Tyler.

#### 6.3.5 This work package is not applicable.

#### 6.3.6 This work package is not applicable.

#### 6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

#### Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

#### Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.



- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

## 6.4 Production Readiness

Activities in the Production Readiness stage will prepare the City of Lindsay team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the City of Lindsay to review the status of the project and the organizations readiness for go-live.

### 6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the City of Lindsay verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

#### Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the City of Lindsay organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation																
	Tyler								City of Lindsay								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
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	Solution Validation Report	City of Lindsay updates report with testing results
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#### Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

### 6.4.2 Go-Live Readiness

Tyler and the City of Lindsay will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the City of Lindsay has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the City of Lindsay will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

#### Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness																
	Tyler								City of Lindsay								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C



Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to the City of Lindsay

#### Work package assumptions:

- None

### 6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Tyler Led: Tyler provides training for all applicable users. One or multiple occurrences of each scheduled training or implementation topic will be covered.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop City of Lindsay specific business process documentation. City of Lindsay-led training labs using City of Lindsay specific business process documentation if created by the City of Lindsay can be added to the regular training curriculum, enhancing the training experiences of the end users.

#### Objectives:

- End users are trained on how to use the software prior to go-live.
- The City of Lindsay is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler								City of Lindsay								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (City of Lindsay-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System



Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	City of Lindsay signoff that training was delivered

#### Work package assumptions:

- The City of Lindsay project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the City of Lindsay as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of City of Lindsay departments.
- The City of Lindsay will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

#### 6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler’s receipt of the stage acceptance.

#### Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and/or checklist.
- End user training.

#### Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

### 6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the City of Lindsay will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the City of Lindsay to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

#### 6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the City of Lindsay and Tyler will complete work assigned to prepare for Go-Live.

The City of Lindsay provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the City of Lindsay manually enters any data added to the Legacy System after final data extract into the Tyler system.





Tyler staff collaborates with the City of Lindsay during Go-Live activities. The City of Lindsay transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

#### Objectives:

- Execute day to day processing in Tyler software.
- City of Lindsay data available in Production environment.

STAGE 5	Go-Live																
	Tyler								City of Lindsay								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	City of Lindsay confirms data is available in production environment

#### Work package assumptions:

- The City of Lindsay will complete activities documented in the action plan for Go-Live as scheduled.



- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The City of Lindsay business processes required for Go-Live are fully documented and tested.
- The City of Lindsay Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The City of Lindsay Project Team and Power User's provide business process context to the end users during Go-Live.

## 6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of the City of Lindsay onto the Tyler Client Services team, who provides the City of Lindsay with assistance following Go-Live, officially transitioning the City of Lindsay to operations and maintenance.

### Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the City of Lindsay teams for key processes and subject areas.

STAGE 5	Transition to Client Services																
	Tyler								City of Lindsay								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Transfer City of Lindsay to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List
--------	-----------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

### Work package assumptions:

- No material project issues remain without assignment and plan.



### 6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

#### Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities																
	Tyler								City of Lindsay								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities
--------	---------------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

#### Work package assumptions:

- System is being used in a live production state.

### 6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:



- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

## 6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The City of Lindsay transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

### 6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the City of Lindsay for systems implemented in the Phase.

#### Objectives:

- Agreement from Tyler and the City of Lindsay teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler								City of Lindsay								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	City of Lindsay
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	



Inputs	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	

#### Work package assumptions:

- Tyler deliverables for the phase have been completed.

### 6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the City of Lindsay may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

#### Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the City of Lindsay teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								City of Lindsay								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to City of Lindsay and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work



Outputs / Deliverables	Acceptance Criteria [only] for Deliverables	
	Post Project Report	City of Lindsay acceptance; Completed report indicating all project Deliverables and milestones have been completed

#### Work package assumptions:

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

### 6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

#### Close Stage Deliverables:

- Post Project Report.

#### Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

## 7. General Assumptions

Tyler and the City of Lindsay will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

### 7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The City of Lindsay Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the City of Lindsay project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the City of Lindsay is responsible for making decisions based on the options available.



- Implementation of new software may require changes to existing processes, both business and technical, requiring the City of Lindsay to make process changes.
- The City of Lindsay is responsible for defining, documenting, and implementing their policies that result from any business process changes.

## 7.2 Organizational Change Management

Unless otherwise contracted by Tyler, City of Lindsay is responsible for managing Organizational Change. Impacted City of Lindsay resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted City of Lindsay resources understand the value of the change, and why they are being asked to change.

## 7.3 Resources and Scheduling

- City of Lindsay resources will participate in scheduled activities as assigned in the Project Schedule.
- The City of Lindsay team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the City of Lindsay will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The City of Lindsay will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The City of Lindsay makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The City of Lindsay will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The City of Lindsay will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

## 7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The City of Lindsay is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the City of Lindsay representatives to identify business rules before writing the conversion. The City of Lindsay must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).



- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The City of Lindsay will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The City of Lindsay Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The City of Lindsay is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

## 7.5 Facilities

- The City of Lindsay will provide dedicated space for Tyler staff to work with City of Lindsay resources for both on-site and remote sessions. If Phases overlap, City of Lindsay will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The City of Lindsay will provide staff with a location to practice what they have learned without distraction.





## 8. Glossary

Word or Term	Definition
<b>Acceptance</b>	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
<b>Accountable</b>	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
<b>Application</b>	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
<b>Application Programming Interface (API)</b>	A defined set of tools/methods to pass data to and received data from Tyler software products
<b>Agreement</b>	This executed legal contract that defines the products and services to be implemented or performed.
<b>Business Process</b>	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
<b>Business Requirements Document</b>	A specification document used to describe Client requirements for contracted software modifications.
<b>Change Request</b>	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
<b>Change Management</b>	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
<b>Code Mapping [where applicable]</b>	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
<b>Consulted</b>	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
<b>Control Point</b>	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
<b>Data Mapping [where applicable]</b>	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
<b>Deliverable</b>	A verifiable document or service produced as part of the Project, as defined in the work packages.
<b>Go-Live</b>	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
<b>Informed</b>	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]



<b>Infrastructure</b>	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
<b>Interface</b>	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
<b>Integration</b>	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
<b>Legacy System</b>	The software from which a client is converting.
<b>Modification</b>	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
<b>On-site</b>	Indicates the work location is at one or more of the client's physical office or work environments.
<b>Organizational Change</b>	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
<b>Output</b>	A product, result or service generated by a process.
<b>Peripheral devices</b>	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
<b>Phase</b>	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
<b>Project</b>	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
<b>RACI</b>	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
<b>Remote</b>	Indicates the work location is at one or more of Tyler's physical offices or work environments.
<b>Responsible</b>	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
<b>Scope</b>	Products and services that are included in the Agreement.



<b>Solution</b>	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
<b>Stage</b>	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
<b>Standard</b>	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
<b>Statement of Work (SOW)</b>	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
<b>System</b>	The collective group of software and hardware that is used by the organization to conduct business.
<b>Test Scripts</b>	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
<b>Training Plan</b>	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
<b>Validation (or to validate)</b>	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
<b>Work Breakdown Structure (WBS)</b>	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
<b>Work Package</b>	A group of related tasks within a project.



# Part 4: Appendices

## 9. Conversion

### 9.1 ERP Pro Utility Billing Conversion Summary

#### 9.1.1 Utility Billing - Standard

- Utility Contact Information
- Utility Mailing and Billing Addresses
- Utility Parcels
- Account Master - (Average monthly payment, deposits, bank drafts, comments/notes)
- Meters/Services
- Transaction History – Includes current year plus one prior year
- Read History

#### 9.1.2 Utility Billing – Legacy/Historical Views

- Unlimited historical transactions provided by the City of Lindsay can be converted by Tyler into historical views

### 9.2 ERP Pro Financials Conversion Summary

#### 9.2.1 General Ledger

Standard Conversion Includes:

- Full chart of accounts listing, descriptions, and corresponding account types
- Element (segment) values and descriptions
- Unlimited historical transactions as provided by client.

**NOTE:** Summarized budget figures for current fiscal year and historical years can be imported into the system from Excel. The City of Lindsay is ultimately responsible for producing the budget figures in Excel and verifying the results. Training will be provided on how to import budgets from Excel.

**NOTE:** Summarized beginning balance sheet entries, as well as summarized fiscal year activity entries, can be imported into the system from Excel for the current year. The City of Lindsay is ultimately responsible for producing the entries in Excel and verifying the results. Training will be provided on how to import JEs from Excel.

#### 9.2.2 Accounts Payable

Standard Conversion Includes:

- Vendor master information, address, primary contact, and **NOTES**
- Unlimited historical transactions as provided by client.

**NOTE:** 1099 balances and non-1099 balances can be imported into the system using a standard import available to the City of Lindsay from Excel. The City of Lindsay will ultimately be responsible for creating



the Excel spreadsheet and verifying the results. Training will be provided on how to import balances from Excel.

### 9.2.3 Personnel Management

Standard Conversion Includes:

- Basic employee information – employee master, address, primary contact, dates, phone numbers, dependents, **NOTES**
- Current direct deposit bank information
- Federal and state tax withholding information
- Unlimited historical transactions provided by client.

**NOTE:** Employee positions/deductions will be created according to recommended best business practices.

**NOTE:** Clients going live on payroll mid-calendar year will have the option to import or enter quarterly employee payroll history to meet federal and state reporting requirements giving the ability to create a single set of W-2's at calendar year end. The City of Lindsay will ultimately be responsible for entering in the quarterly employee payroll history and verifying the results. Training will be provided on how to enter in this information.



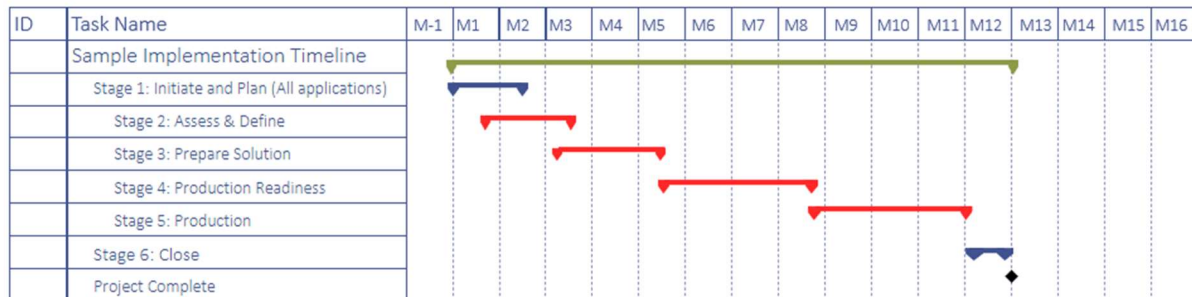
## 10. Additional Appendices

10.1 This work package is not applicable.



## 11. Project Timeline

### 11.1 ERP Pro Financial Management Timeline

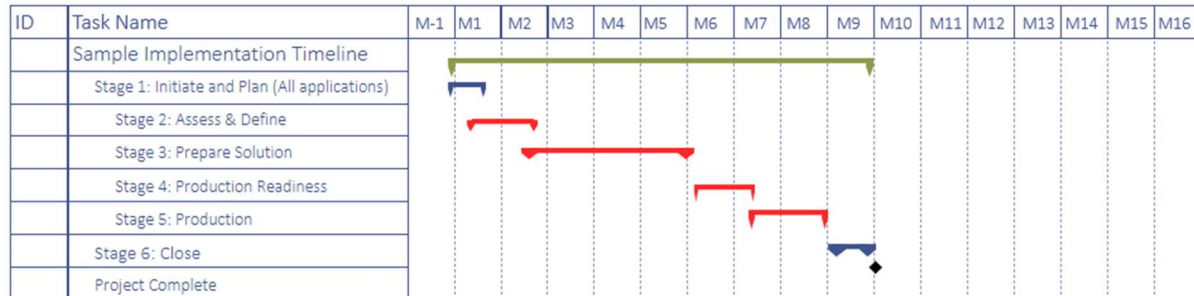


# example

This timeline is an example. Please use it as a general guide...ONLY. Its purpose is to demonstrate the order in which various products are typically implemented and the potential overlap of stages for each phase. The exact timing of each deliverable depends on many factors including, but not limited to, the client's ability to commit resources to the project, client blackout dates, and the alignment of client business practices with Tyler implementation methodology. Tyler makes no guarantees that implementation schedules will align with this example.



## 11.2 ERP Pro Utility Billing Timeline



example

This timeline is an example. Please use it as a general guide...ONLY. Its purpose is to demonstrate the order in which various products are typically implemented and the potential overlap of stages for each phase. The exact timing of each deliverable depends on many factors including, but not limited to, the client's ability to commit resources to the project, client blackout dates, and the alignment of client business practices with Tyler implementation methodology. Tyler makes no guarantees that implementation schedules will align with this example.

## 11.3 This work package is not applicable.







# STAFF REPORT

TO: Lindsay City Council

MEETING DATE: November 12, 2024

Item #: 12.2  
Action Items

DEPARTMENT: City Clerk

FROM: Maegan Peton, City Clerk and Assistant to the City Manager

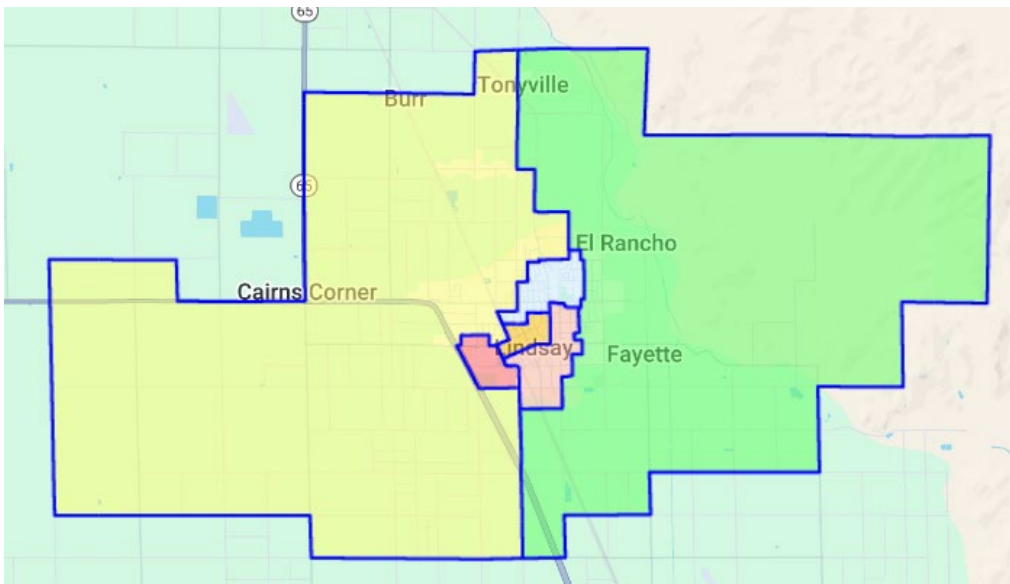
AGENDA TITLE: Amendment of the Lindsay Economic Development Committee Bylaws

## ACTION & RECOMMENDATION

Approve Resolution 24-39 amending the bylaws for the Lindsay Economic Development Committee.

## BACKGROUND | ANALYSIS

At the City Council meeting on September 10, 2024, Council approved Resolution 24-31 which approved the bylaws and established the Lindsay Economic Development Committee (herein referred to as "Committee"). After receiving a limited number of applications for the Committee, Councilmember Cerros requested the bylaws to be amended to allow residents located outside of the City limits, but within our sphere of influence to be allowed to apply. To provide clear guidelines within the bylaws, staff used the Lindsay Unified School District map for boundaries as shown below:



Staff recommends approving Resolution 24-39 amending the bylaws to expand the boundaries for those seeking to serve on the Lindsay Economic Development Committee and minor conforming changes.

## ATTACHMENTS

1. Resolution 24-39

Reviewed/Approved:



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

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**NUMBER** 24-39

**TITLE** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY AMENDING THE BYLAWS FOR THE LINDSAY ECONOMIC DEVELOPMENT COMMITTEE.

**MEETING** At a regularly scheduled meeting of the City of Lindsay City Council held on November 12, 2024, at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

**WHEREAS**, according to the Chapter of the City of Lindsay § 7.0, the City Council by ordinance or resolution may create, modify, combine and abolish such boards, commissions and committees as it shall determine; and

**WHEREAS**, boards, commissions and committees established by resolution shall be appointed by the Mayor from nominees presented to him/her by the Council; and

**WHEREAS**, the Committee shall be advisory only to the City Council and will report items of interest to Council as needed and or requested; and

**WHEREAS**, Exhibit A shall prescribe their powers and duties, determine the number and qualifications of the members, their method of selection, term of office and removal, residence location requirements, and fix their compensation, if any.

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

- SECTION 1. The Lindsay Economic Development Committee bylaws are amended to adjust the boundaries to those of the Lindsay Unified School Districts boundary lines.
- SECTION 2. This resolution shall be effective immediately upon its approval and adoption.
- SECTION 3. The Mayor, or pending officer, is hereby authorized to affix their signature to the Resolution signifying its adoption by the City Council of the City of Lindsay, and the City Clerk, or their duly appointed deputy, is directed to attest them.



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

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

MEETING DATE	November 12, 2024
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.

---

Ramiro Serna, Mayor

### CERTIFICATE OF ATTESTING OFFICER

The undersigned, Maegan Peton, City Clerk of the City of Lindsay does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of the City of Lindsay which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date thereof.

ATTEST: \_\_\_\_\_  
Maegan Peton, City Clerk

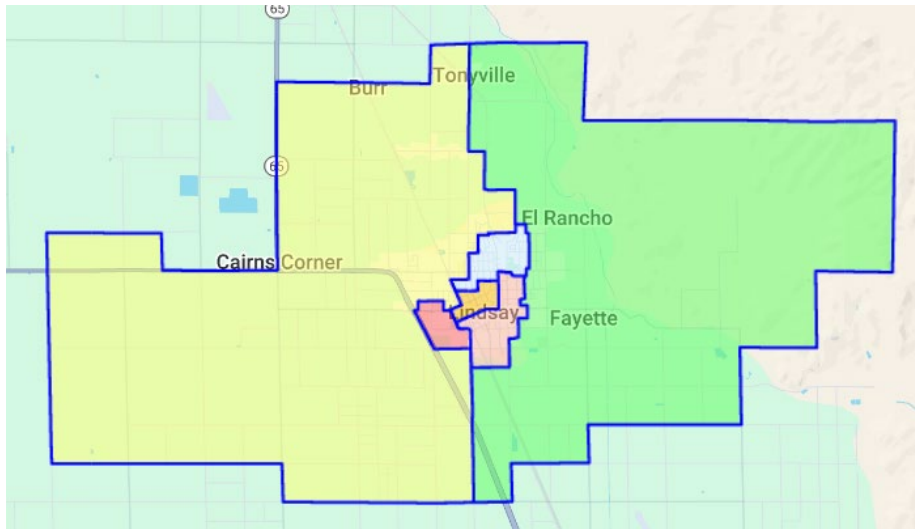
**City of Lindsay**  
**Lindsay Economic Development Committee Bylaws**

- 1. Purpose and Intent.** The membership and duties of the Lindsay Economic Development Committee (the “Committee”) are prescribed as set forth herein. These Bylaws set forth the procedural rules for the conduct of Committee meetings.
- 2. Meetings.** The Committee shall conduct its business in accordance with the Lindsay Municipal Code, these Bylaws, and the Ralph M. Brown Act (Government Code Section 54950 et seq.).
  - 2.1 Regular Meetings.** The Committee shall set forth the meeting dates as needed. Regular meetings shall be held in the Council Chambers. No meeting shall be held on a day that falls on a legal holiday. Notice of meeting must be received at least seventy-two hours before the time of such meeting.
  - 2.2 Special Meetings.** Special meetings may be called at any time by the Chair or by a majority of the Committee, by delivering notice to each member of the Committee (hereinafter “member” or “members”) and by posting the notice in the designated posting locations. Such notice may be delivered and received at least twenty-four hours before the time of such meeting as specified in the notice. The notice shall specify the time and place of the special meeting and the business to be transacted, and no other business shall be transacted at that meeting other than that contained in the notice.
  - 2.3 Adjourned Meetings.** All meetings may be adjourned to another specified time, place, and date, but not beyond the next regular meeting. If less than a quorum of all members is present at any regular or adjourned regular meeting, the Clerk of the Committee may declare the meeting adjourned to a stated time and place and shall cause a written notice of the adjournment to be given in the same manner as provided in paragraph 2.2 above for special meetings. A copy of the notice of adjournment shall be conspicuously posted on or near the door of the place where the meeting was to be held within 24 hours after the time of the adjournment.
  - 2.4 Study Sessions.** The Committee may, from time to time, as part of a regular, adjourned, or special meeting, meet in study session to focus on a particular matter within its jurisdiction. Action shall not be taken during a study session, but direction may be provided.
  - 2.5 Public Meetings.** All meetings and study sessions of the Committee shall be open to the public as provided in the Brown Act.

- 2.6 Cancellation of Regular Meetings.** The Committee may cancel an upcoming meeting for lack of quorum. Notice of the cancellation shall be posted in lieu of an agenda.

### **3. Organization of the Committee.**

- 3.1 Establishment.** There is established a Lindsay Economic Development Committee. The Committee shall consist of (2) representatives from the City Council, (3) representatives from City staff, and (5) representatives from the public who live within the boundaries of the Lindsay Unified School District (as depicted by the map below) or represent a business located within the City limits. Members shall be appointed by and serve at the pleasure of a simple majority of the City Council, subject to removal at any time by a simple majority of the City Council. For the first group members appointed from the public, three members shall serve four-year terms, and two members shall serve two-year terms, as determined by the City Council.



- 3.2 Term.** Except for those members initially appointed for a two-year term pursuant to Section 3.1 above, the term of office of each member is four (4) years.
- 3.3 Compensation.** No person shall receive compensation for service as a member, except for reimbursement of all such expenses that have prior authorization, are necessary, and legitimately incurred during the performance of official duties as a member of the Committee.

**3.4 Officers.** The Committee shall elect from its membership a Chair, who shall preside over meetings and a Vice-Chair who shall preside in the absence of the Chair. The Chair and Vice-Chair may sometimes be referred to herein as the “presiding officer.” Members of the Committee shall have the following powers:

- To move, second, debate, discuss, and to vote.
- To maintain decorum.
- To determine whether a speaker from the audience has exceeded his or her time or is otherwise out of order.

In addition to the above powers, the Chair or the Vice Chair (when the serving in the Chair’s absence) has the following powers:

- To call to order the meeting and to conduct the order of business as set forth in the agenda.
- To adjust the agenda, if needed, at the time of the meeting with the approval of the committee.
- To rule motions in or out of order.
- To rule on questions of parliamentary procedure based generally on Robert’s Rules of Order.
- To call a brief recess during a meeting.
- To appoint members to subcommittees with the approval through simple majority of the Committee.

The presiding officer’s determination as to any of the above matters may be overruled by a majority of the members present.

**3.5 Organizational Meeting.** At its first meeting, the Committee shall elect a Chair and a Vice-Chair from among its members by majority vote of those present.

**3.6 Term of the Chair and Vice-Chair.** The term of office of the Chair and Vice-Chair shall be one year. A member may service consecutive terms as Chair and Vice-Chair. Nothing shall prevent the Committee from removing and replacing the Chair or Vice-Chair at any time during their respective terms, provided that the item is properly on the agenda of the meeting and approved by a majority of members present.

**3.7 Vacancy in the Office of Chair or Vice-Chair.** A vacancy in the office of Chair or Vice-Chair shall be filled for the remainder of the unexpired term through a simple majority vote by the Committee.

**3.8 Vacancy of a Member’s Seat.** A member may resign by submitting his or her resignation in writing to the Chair. Resignation is effective and

irrevocable when submitted. In the event of an unscheduled vacancy of any member's seat prior to the expiration of his or her term, the City Council may appoint a member to serve the remainder of the term. The newly appointed member shall take and subscribe to the oath of office before the next meeting after his or her appointment by the City Council.

**3.9 Quorum.** A majority of the total membership of the Committee shall constitute a quorum for the transaction of business. Where there is not a quorum present, the Clerk of the Committee shall announce that no meeting will be held due to lack of a quorum present and shall announce the date of the next regular meeting. When a member is disqualified due to a legal conflict of interest, his or her presence shall not be considered in determining the presence of a quorum. Any decision of the Committee shall require a vote of the majority of the members. If such number of members becomes less than a quorum, the item shall not be acted upon at that time.

**3.10 Subcommittees.** The Committee may, from time to time, establish an Ad-Hoc subcommittee consisting of any number less than a quorum of its membership for the purposes of studying a specific area of concern. The Committee may refer matters to a subcommittee to report back to the full Committee at a future date. The subcommittee will be considered advisory, and its recommendations are subject to action by the fully committee.

**3.11 Oath of Office.** Newly appointed members shall take and subscribe to the Oath of Office before assuming their duties. The oath may be given by the City Clerk and his or her deputy as authorized.

#### **4. Powers and Duties**

**4.1** The Committee shall help coordinate economic development proposals, research, and issues citywide with a focus on downtown development and redevelopment.

**4.2** The Committee shall advise the Lindsay City Council on funding opportunities, business research relative to economic development and the progress of potential business projects occurring in the City of Lindsay.

#### **5. The Committee Agenda**

**5.1 Preparation of the Agenda.** The Clerk of the Committee shall formulate and prepare the agenda as advised by the Committee.

**5.2 Posting of the Agenda.** The Clerk of the Board shall cause to be posted an agenda for each meeting in the designated posting locations subject to the Brown Act and type of meeting. Agendas for adjourned meetings shall be posted in the same fashion, unless the business to be undertaken is limited to the items on the agenda of the meeting at which the adjournment occurs and the meeting is adjourned to a date within five days of the adjournment. Agendas of special meetings shall be posted and provided along with the notice of the meeting as provided in paragraph 2.2 above.

**5.3 Affidavit of Posting.** Immediately following the posting of the agenda, the Clerk of the Board shall cause to be completed an affidavit of posting which shall indicate the date, time, and location of posting and shall be signed under penalty of perjury. The Clerk of the Board shall retain all such affidavits in accordance with the City's records retention policy.

**5.4 Order of Business.** Items shall be placed on the agenda substantially according to the following "Order of Business." Upon review of the agenda at the beginning of the meeting, the Committee may change the order of business as needed to promote the efficiency of the meeting. The Order of Business for each regular meeting shall be as follows:

1. Call to order
2. Roll Call
3. Pledge of Allegiance
4. Approval of Agenda
5. Committee Reports
6. Public Comment for items on the Consent Calendar or not listed on the agenda.
7. Consent Calendar
8. General Business Items
9. Subcommittee Reports (as needed)
10. Adjournment

**5.5 Description of Matters on the Agenda.** All items of business to be discussed shall be described briefly on the agenda in sufficient detail so that a reasonable person can determine the general nature of the matter under consideration. Not every recommendation or conceivable action or alternative action need be listed. Generally, each item on the agenda shall contain a staff recommendation and the specific action requested to be taken.



- 5.6 Adding Items of Business to a Future Agenda.** Any member may request that an item of business within the Committee's subject matter jurisdiction be added to a future agenda.
- 5.7 Public Comments.** Members of the public shall be permitted to speak on each item of business on the agenda when the item is discussed and before action is taken on the item by the Committee. Each speaker shall have a three (3) minute period to speak; time cannot be ceded to another speaker. The "Public Comments" shall be limited to items on the Consent Calendar (and not pulled therefrom) and matters not on the agenda but within the subject matter jurisdiction of the Committee. An individual may speak only once during "Public Comments."
- 5.8 Notification.** Upon written request on an annual basis, the Clerk of the Board will email agendas or agenda packets to any person.
- 6. Minutes.** The minutes of meetings shall be kept by the Clerk of the Board in accordance with the following policy:
- 6.1** Minutes shall contain a record of all proceedings, motions, and actions, and may contain a summary of the discussion if needed, but no verbatim transcription shall be taken. The minutes shall accurately reflect what occurred at the meeting.
- 6.2** All motions, whether carried or not, shall be recorded, disclosing the author of the motion and the second, and the roll call vote.
- 6.3** Minutes of public hearings shall list when available the names and City of residence of all persons who speak during the hearing, and the position they took on the matter. The minutes need not include detailed or verbatim transcription of public comments.
- 7. Clerk of the Board.** The City Manager or his/her designee shall serve as the Clerk of the Board for the Committee. The Clerk of the Board shall:
- 7.1** Keep the minutes of all meetings and retain approved minutes according to the Records Retention Schedule.
- 7.2** Formulate and prepare the agenda for all meetings.
- 7.3** Be custodian of Committee records.
- 7.4** Inform the Committee of correspondence relating to business of the Committee and attend to such correspondence.
- 7.5** Sign and/or attest official documents of the Committee.
- 7.6** Keep a record of concerns raised by the Committee regarding staff matters and/or directions for future staff action.
- 8. Conduct of Meetings.**
- 8.1 Action by the Committee.** The Committee shall proceed by way of motion. Any member, including the chair, may make a motion and any member may second the motion except that the same person who made

the original motion. A member may make only one motion at a time and a motion or second may be withdrawn by the maker at any time before a vote.

- 8.2 Adoption by a Majority Vote.** A motion shall be adopted by an affirmative vote of a majority of the members present provided a quorum is determined to exist. Members have a duty to vote “aye”, or “nay” on each motion. Recusals shall be made, or abstentions shall be cast, only if the member declares:

**8.2.1** The existence of a conflict of interest or other disqualification from voting; or

**8.2.2** A lack of sufficient information upon which to base a vote due to absence from a previous meeting.

- 8.3 Rules of Decorum.** Members of the Committee shall conduct themselves in an orderly and businesslike manner to ensure that the business of the City shall be attended to efficiently and thoroughly and to ensure that the integrity of the deliberative process is maintained at all times. Members shall maintain a polite, respectful, and courteous manner when addressing one another, City staff, and members of the public during meetings. Members shall speak clearly into the microphone so that they can be heard by the audience and so that they can be heard clearly when being recorded.

**8.3.1 Communication with Members**

- Each member shall be given an opportunity to express their thoughts on the subject matter without interruption or otherwise being disturbed.
- A member who is speaking shall attempt to avoid repetition and shall limit their comments to subject matter at hand. Members should express their view without engaging in lengthy debates.

**8.3.2 Communication with Members of the Public Addressing the Committee.**

- Members may question a person addressing the Committee at the conclusion of the person’s comments or upon the expiration of the person’s time to speak.
- If the member of the audience has addressed the Committee on matters that are not on the agenda, members shall refrain from discussion of the matter. If a member so wishes, the member may, if appropriate, direct the Clerk of the Board to place the matter on the next agenda, subject to approval of the Committee.

**8.3.3 Rules for the Public.**

- Any person wishing to speak in shall be invited to address the Committee during Public Comment or at the time the item is addressed by the Committee.
- No person shall address the Committee without first being recognized by the Presiding Officer.
- No person addressing the Committee shall make repetitious, slanderous, or irrelevant remarks, or engage in any other disorderly conduct which disrupts, disturbs, or otherwise impedes the orderly conduct of the meetings. Any person who so disrupts the meeting may, at the discretion of the Presiding Officer or a majority of the Committee, be subject to ejection from that meeting.

**8.3.4 Enforcement.** The Chair shall follow the following procedure to maintain decorum:

- **Warning.** The Presiding Officer shall request that a person who is disrupting the meeting cease such conduct. If after receiving a warning from the Presiding Officer, the person persists in the violation, the Presiding Officer shall order the person to leave the meeting. If the person does not leave the meeting, the Presiding Officer may order a law enforcement officer to remove the person from the chambers.
- **Removal.** A law enforcement officer shall carry out the orders and instructions given by the Presiding Officer for the purpose of maintaining order and decorum. Upon instruction of the Presiding Officer, it shall be the duty of the law enforcement officer to remove from the meeting any person who is disturbing the proceedings.

## **9. General.**

- 9.1** The City shall approve and release any and all publicity releases, public information, pamphlets, and other public relations information. No member shall use any City letterhead in any private activity.
- 9.2** These bylaws may not be amended unless the proposed amendment has been presented to and approved by the City Council.



# STAFF REPORT

TO: Lindsay City Council

MEETING DATE: November 12, 2024

Item #: 12.3  
Action Items

**DEPARTMENT:** City Clerk

**FROM:** Maegan Peton, City Clerk and Assistant to the City Manager

**AGENDA TITLE:** Lindsay Economic Development Committee Member Appointments

## ACTION & RECOMMENDATION

Select up to five (5) members from the eligible applications provided to serve as Committee Members on the Lindsay Economic Development Committee.

## BACKGROUND | ANALYSIS

The item to appoint members for the Lindsay Economic Development Committee went to Council on October 8, 2024. Due to the low number of qualified applicants, Council directed staff to amend the bylaws to allow those who live in Lindsay's sphere of influence to serve on the committee; and open the application period up through November 4, 2024.

Since extending the application period, the City has received additional applications, all of which are attached for Council's review.

## FISCAL IMPACT

There is no fiscal impact directly associated with this action. However, indirect costs may include staff time for serving on the Lindsay Economic Development Committee.

## ATTACHMENTS

1. Member applications

Reviewed/Approved:

**From:** [Boards, Commissions, and Committees Application](#)  
**To:** [Maegan Peton](#)  
**Subject:** Form submission from: Boards, Commissions, and Committees Application  
**Date:** Wednesday, September 11, 2024 5:07:15 PM

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Submitted on Wednesday, September 11, 2024 - 5:07pm

Submitted by anonymous user: 134.16.76.122

Submitted values are:

First Name Liz

Last Name Esquivel-Waterman

Phone Number [REDACTED]

Email [REDACTED]

Board, Commission, Committee Lindsay Economic Development Committee

Home Address [REDACTED]

Business Address (Required if you do not reside in City limits) Lilly's PRIORITY Skills

Please describe your education and work experience/training that you believe would be relevant in your role on the Committee (500 Max Words) Recently retired from teaching after 34 years. I graduated from Lindsay HS 1985, UC Santa Cruz BA 1990 and various post graduate universities throughout my career. Currently I am in the process of starting a business my.mom.begin as an American Red Cross CPR instructor in Lindsay, and later expanded throughout the Central Valley

The results of this submission may be viewed at:

<https://www.lindsay.ca.us/node/791/submission/751>

**From:** [Boards, Commissions, and Committees Application](#)  
**To:** [Maegan Peton](#)  
**Subject:** Form submission from: Boards, Commissions, and Committees Application  
**Date:** Tuesday, September 24, 2024 3:33:47 PM

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Submitted on Tuesday, September 24, 2024 - 3:33pm

Submitted by anonymous user: 108.147.93.94

Submitted values are:

First Name Norberto

Last Name Galindo

Phone Number [REDACTED]

Email [REDACTED]

Board, Commission, Committee Lindsay Economic Development Committee

Home Address [REDACTED] elmwood ave Lindsay ca 93247

Business Address (Required if you do not reside in City limits)

Please describe your education and work experience/training that you believe would be relevant in your role on the Committee (500 Max Words) I can assist in drafting clear, concise documents such as meeting agendas, reports, and presentations, ensuring that all information is accessible and well-structured. I can interpret and organize large datasets, helping in trend analysis, predictions, and planning.

The results of this submission may be viewed at:

<https://www.lindsay.ca.us/node/791/submission/756>

**From:** [Boards, Commissions, and Committees Application](#)  
**To:** [Maegan Peton](#)  
**Subject:** Form submission from: Boards, Commissions, and Committees Application  
**Date:** Wednesday, September 11, 2024 1:33:07 PM

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Submitted on Wednesday, September 11, 2024 - 1:32pm

Submitted by anonymous user: 104.28.123.188

Submitted values are:

First Name Susana  
Last Name Gutierrez

Phone Number [REDACTED]

Email [REDACTED]

Board, Commission, Committee Lindsay Economic Development Committee

Home Address [REDACTED] Lafayette Ave

Business Address (Required if you do not reside in City limits)

Why do you want to serve on the Committee? I love our city. I believe our city has room to improve in our community as a whole. This is our town and we should take great care about economic development. There is always room to improve. I believe I can help with our city improvement

The results of this submission may be viewed at:

<https://www.lindsay.ca.us/node/791/submission/748>

**From:** [Boards, Commissions, and Committees Application](#)  
**To:** [Maegan Peton](#)  
**Subject:** Form submission from: Boards, Commissions, and Committees Application  
**Date:** Wednesday, September 11, 2024 1:21:09 PM

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Submitted on Wednesday, September 11, 2024 - 1:21pm

Submitted by anonymous user: 35.151.53.224

Submitted values are:

First Name Rafael

Last Name Lopez

Phone Number [REDACTED]

Email [REDACTED]

Board, Commission, Committee Lindsay Economic Development Committee

Home Address [REDACTED] Ballon ave Lindsay ca

Business Address (Required if you do not reside in City limits)

Why do you want to serve on the Committee? In need of work and ready to take action on cleaning up our environment make Lindsay a safer place have a chance to speak up on what our city needs to improve our economy

The results of this submission may be viewed at:

<https://www.lindsay.ca.us/node/791/submission/747>



**From:** [Boards, Commissions, and Committees Application](#)  
**To:** [Maegan Peton](#)  
**Subject:** Form submission from: Boards, Commissions, and Committees Application  
**Date:** Tuesday, September 24, 2024 2:33:19 PM

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Submitted on Tuesday, September 24, 2024 - 2:33pm

Submitted by anonymous user: 71.27.120.193

Submitted values are:

First Name Matthew  
Last Name Mingrone

Phone Number [REDACTED]

Email [REDACTED]

Board, Commission, Committee Lindsay Economic Development Committee

Home Address [REDACTED] Lindsay, CA 93247

Business Address (Required if you do not reside in City limits)

Please describe your education and work experience/training that you believe would be relevant in your role on the Committee (500 Max Words) Bachelor's in Business administration, 32 years in Tourism/ Hospitality; Prior employment Eagle Mountain Casino - Marketing Director 2009-2014, General Manager 2014 - 2023; Currently President &CEO Visalia Chamber of Commerce

The results of this submission may be viewed at:

<https://www.lindsay.ca.us/node/791/submission/755>

**From:** [Boards, Commissions, and Committees Application](#)  
**To:** [Maegan Peton](#)  
**Subject:** Form submission from: Boards, Commissions, and Committees Application  
**Date:** Monday, October 14, 2024 10:42:13 AM

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Submitted on Monday, October 14, 2024 - 10:42am

Submitted by anonymous user: 104.12.99.69

Submitted values are:

First Name Jonathan

Last Name Roque

Phone Number [REDACTED]

Email [REDACTED]

Board, Commission, Committee Lindsay Economic Development Committee

Home Address [REDACTED] Porterville CA. 93257

Business Address (Required if you do not reside in City limits) 144 E. Honolulu St. Lindsay CA. 93247

Please describe your education and work experience/training that you believe would be relevant in your role on the Committee (500 Max Words) My name is Jonathan Roque, the owner and operator of Joyeria La Mexicana which was founded by my parents in the early 1990s. Outside of the jewelry brand, I work in tech marketing with different ecommerce businesses from small up and coming brands to major brands in stores. I believe my skills, knowledge and work in Lindsay can help bring some ideas and thoughts into the economic development of Lindsay, specifically downtown.

The results of this submission may be viewed at:

<https://www.lindsay.ca.us/node/791/submission/762>

**From:** [Boards, Commissions, and Committees Application](#)  
**To:** [Maegan Peton](#)  
**Subject:** Form submission from: Boards, Commissions, and Committees Application  
**Date:** Friday, October 11, 2024 11:25:19 AM

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Submitted on Friday, October 11, 2024 - 11:25am

Submitted by anonymous user: 12.86.84.6

Submitted values are:

First Name Gary  
Last Name Santos.

Phone Number [REDACTED]

Email [REDACTED]

Board, Commission, Committee Lindsay Economic Development Committee

Home Address [REDACTED] Porterville, Ca 93257

Business Address (Required if you do not reside in City limits) 289 south reservation road ,  
Porterville, Ca 93257

Please describe your education and work experience/training that you believe would be relevant in your role on the Committee (500 Max Words) To whom it may concern, Hello my name is Gary G. Santos and I am interested in participating as an Economic Development Board member. I have a high school diploma, some college experience, and many years of experience in the economic Development field. I am a member of the Tule River tribe as we are the only Federally Recognized Tribes in Tulare County. I Have served as our President of TREDC which is our economic development Board as I serve 2 terms on our Tribal Council .

The results of this submission may be viewed at:

<https://www.lindsay.ca.us/node/791/submission/761>

**From:** [Boards, Commissions, and Committees Application](#)  
**To:** [Maegan Peton](#)  
**Subject:** Form submission from: Boards, Commissions, and Committees Application  
**Date:** Wednesday, September 11, 2024 2:56:34 PM

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Submitted on Wednesday, September 11, 2024 - 2:56pm

Submitted by anonymous user: 35.151.53.146

Submitted values are:

First Name Dr. Henry  
Last Name Villanueva

Phone Number [REDACTED]

Email [REDACTED]

Board, Commission, Committee Lindsay Economic Development Committee

Home Address [REDACTED] Lindero Ave, Lindsay 93247

Business Address (Required if you do not reside in City limits)

Please describe your education and work experience/training that you believe would be relevant in your role on the Lindsay Economic Development Committee Education: ED.D. MS - Counseling BA - Chicano Studies Professional Experience: 25 years as Administrator, Faculty and Researcher in higher education 12 years as Quality Assurance Manager for Ventura County Behavioral Health 5 years as migrant education counselor Community Service: 50 years working with community-based organizations and non-profit organizations in the areas of education, mental health and social services. Have served as organizer, trainer and advocate for disenfranchised communities.

The results of this submission may be viewed at:

<https://www.lindsay.ca.us/node/791/submission/749>

**From:** [Boards, Commissions, and Committees Application](#)  
**To:** [Maegan Peton](#)  
**Subject:** Form submission from: Boards, Commissions, and Committees Application  
**Date:** Tuesday, October 29, 2024 4:06:25 PM

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Submitted on Tuesday, October 29, 2024 - 4:06pm

Submitted by anonymous user: 174.87.154.5

Submitted values are:

First Name Guadalupe

Last Name Vasquez

Phone Number [REDACTED]

Email [REDACTED]

Board, Commission, Committee Lindsay Economic Development Committee

Home Address [REDACTED] Fir St., Lindsay CA

Business Address (Required if you do not reside in City limits) 833 N. Sequoia, Lindsay CA

Please describe your education and work experience/training that you believe would be relevant in your role on the Committee (500 Max Words) I am excited to apply for a seat on the Lindsay Economic Development Committee, where I can leverage my commitment to economic growth and community development. With experience in Healthcare Management, I am equipped to provide insights that will support the Committee's mission to advise the City Council on matters of economic growth and redevelopment. Living/working in Lindsay has provided me with a strong understanding of the city's unique opportunities and challenges. My background in project

The results of this submission may be viewed at:

<https://www.lindsay.ca.us/node/791/submission/766>

## **Henry E Villanueva, Ed.D.**

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[hvillanueva725@gmail.com](mailto:hvillanueva725@gmail.com)

702.373.9396

175 Lindero Ave., Lindsay CA 93247

### **Education:**

ED.D.

MS - Counseling

BA - Chicano Studies

### **Professional Experience:**

25 years as Administrator, Faculty and Researcher in higher education

12 years as Quality Assurance Manager for Ventura County Behavioral Health

5 years as migrant education counselor

### **Community Service:**

50 years working with community-based organizations and non-profit organizations in the areas of education, mental health and social services. Have served as organizer, trainer and advocate for disenfranchised communities.

### **Recent Engagement:**

Working with Padres Juntos of Oxnard in the development of a strategic Plan and the obtainment of a 501C3.

Serve on the Ventura County Latino Reducing Disparities Committee addressing mental health needs.

Serve as a volunteer with the United Farm Workers organization.

Serve as an advocate for disenfranchised low-income Latinos dealing with social services and education.

### **Personal:**

Second generation Mexican born in the United States. My family were Farm Workers, and worked in farm labor from age 8 through age 18. Father's family is from Guanajuato, Mexico and Mother's family is from Chihuahua, Mexico. Grew up in Visalia CA in the Central San Joaquin Valley.

# HENRY E. VILLANUEVA

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## VITAE

### EDUCATION

- Ed. D. University of California, Davis/California State University, Fresno, Joint Doctoral Program in Educational Leadership.  
Focus: Organizational Theory and Behavior.
- M.S. University of Wisconsin, Whitewater. Counseling and Guidance.
- B.A. California State University, Northridge. Mexican American Studies.

### PROFESSIONAL EXPERIENCE

2008- **Administrator, Department of Quality Assurance**

2018 Ventura County Behavioral Health, Ventura, CA

During my tenure, have served as the Administrator for the Quality Assurance Department including Quality Improvement, Quality Management, Outreach to target ethnic populations, Policies and Procedures, Pharmacy, Safety/Disaster, Compliance, Cultural Competency and the Net Smart Management Information System implementation. Responsible for providing leadership in building the infrastructure for data collection, reporting and evaluations. Responsible for Process Improvement Projects; facilitating outcome measures for programs; responding to state audits; responding to state-mandated Program Improvement Projects; supervise departmental research projects; supervise Utilization Review process, including compliance and facility certifications; oversee policy and procedure development and implementation; and oversee training and response to safety and disaster preparedness.

2007- **Dean of Student Services**

2008 Oxnard College, Oxnard, CA

Served as the Chief Student Services Officer, providing leadership in the development, implementation, and assessment of a comprehensive student services division. Directly supervised Admissions and Records, Financial Aid, Matriculation, the Health Center, Cal WORKS, Student Outreach and Recruitment, the Transfer/Articulation Center, Career Services, Student Activities, the Educational Assistance Center, Extended Opportunity Program and Services/CARE, Counseling, the Title V Grant, and served as the Judicial Affairs Officer. Provided leadership in facilitating programmatic initiative, alignment of services, enhancement of services and development of an assessment processes. Implemented new practices affecting student satisfaction and retention through continued program development and assessment.

Responsibilities included strategic and program planning, development and enhancement of programs, faculty and staff development, strengthening community partnerships, collaboration with academic affairs, supervision, administration and budget management for each program.

2003 – **Executive Director of First Year Programs & Transition Services**

2007 **Associate Graduate Faculty – College of Education**

Division of Student Life

University of Nevada Las Vegas, Las Vegas, NV

Provided administrative leadership for the development, implementation and assessment of a comprehensive first year and transition programming agenda. Program supervision included the First Year Seminar, Disability Services, General Education and Student Athlete Advising, International Students and Scholars, New Student Orientation and Supplemental Instruction. Provided leadership in developing initiatives that include Student Life, Academic Affairs and the Alumni Association that increase student satisfaction, retention and graduation. Worked collaboratively to develop and implement programs/interventions that intentionally engaged students. Assumed a university wide leadership role in addressing student needs through student and institutional assessment; provided recommendations that increased student satisfaction, retention and graduation. Worked collaboratively with Academic Affairs to strategically shape campus wide programs and services. Served as Associate Faculty for Educational Leadership and Educational Psychology.

Responsibilities included: strategic and program planning; development, implementation and assessment of programs; curriculum development; faculty development; implementation of student assessment; implementation of retention

# HENRY E. VILLANUEVA

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initiatives; student orientation; assessment and strategic planning; supervision; administration; and budget management.

## 2000-2003 **Associate Vice President, Academic Programs and Learning Support**

Division of Academic Affairs

California State University, Monterey Bay, Seaside, CA

Provided administrative leadership and supervision for the continuing development of student support programs, which included Lower Division Advising, the Educational Opportunity Program, Migrant Student Support Services/College Assistance Migrant Program, and federally funded Trio Programs, the Student Disability Resources Center, the Tutorial Center and the Title V project for Academic Support. Served as the primary liaison with the Division Student Affairs in areas dealing with Residential Living and Learning, Student Activities, Student Grievance and related functions.

Served as Academic Dean for General Education development and policy, the Master's in Public Policy, the Graduate Studies Office, Special Majors for Undergraduate and Graduate Studies, First Year Programs and Seminar, the Institute of Service Learning, International Programs, the Title V project for Faculty Mentoring and the Writing Program. In addition, serve as the liaison to the Leon and Sylvia Panetta Institute for Public Policy.

Responsibilities included budget development and management, campus strategic planning, curriculum and program development, supervision, tenure and promotion, assessment and department supervision. Served in the planning, development and implementation of programs and services related to the larger university. Served as advisor to the Provost/Vice-President for Academic Affairs directly and through membership on the Dean's Council and the Academic Leadership Team.

## 1997-2000 **Executive Director, Student Academic Services**

Division of Student Affairs

California State University, Hayward, Hayward, CA

Administrator for six support units serving traditional and non-traditional students. Programs included the University Advisement Center, Educational Opportunity Program, Academic Enhancement Services, the Learning Resource Center, the Summer Bridge Program, and the EOP High School Outreach Project. Student Academic Services was responsible for providing advising, counseling, support services, tutorial, instruction and summer programs to the general population and "at-risk students."

Responsibilities included providing leadership for program development, supervision and management; implementation of strategic planning; collection of data for programmatic implications and research. Additional duties included working with students, faculty, deans, staff, and the community in sustaining current programs and exploring new initiatives.

## 1994-1997 **Director, Educational Equity Services**

Division of Student Affairs

California State University, Long Beach, Long Beach, CA

The primary function of Educational Equity Services was to provide admission and retention services utilizing a student centered approach.

Responsibilities included developing and implementing a strategic planning process, organizing resources and counselor caseloads to maximize efficiency, designing automated services to collect student data for retention research, and implementing a continuous evaluation process to measure program objectives. Provided leadership for a large staff. Additional duties included working collaboratively with faculty and staff to examine existing campus policies and create new opportunities to serve students and the campus community.



# HENRY E. VILLANUEVA

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1993- **Faculty/Director, Adult Basic Education**

1994 Developmental Studies

Santa Fe Community College, Santa Fe, NM

Full-time faculty in the Division of Arts and Sciences and administrator for the Adult Basic Education Program (ABE).

Responsibilities included the supervision of ABE services, reorganization, expansion of programs, and budget management. The Total Quality Management method was utilized in providing leadership and expanding services for ABE. The end result was successful expansion of programs, greater employee satisfaction, and increased student enrollment and graduation. Additional duties included working with faculty and staff to facilitate student transition from ABE to enrollment into the community college.

1989- **Director, CSUF/COS Off-Campus Center**

1992 Division of Academic Affairs

California State University, Fresno, Fresno, CA

Academic Administrator for the development and implementation of the California State University Fresno/College of the Sequoias Off-Campus Center, a remote site, fifty miles from the university. The Center was a collaborative venture between the community college, the city, and a four-year institution, providing undergraduate and graduate programs in Visalia.

The Center functioned as a small college in providing extensive services including outreach, admissions, course scheduling, advising, library services, and limited health services.

Responsibilities included working with university deans, department chairs and faculty to insure scheduling of appropriate classes, faculty assignments and allocation of resources. Collaboratively interfaced with community college personnel to facilitate the transfer of students into the university and insured that appropriate course articulation agreements were in place. Additionally, worked with surrounding communities to market the Center, conduct outreach and generate resources. The Center provided two graduate programs, three undergraduate programs, three credential programs and one certificate program. Enrollment for the Center was maintained at approximately 700 students.

1984- **Assistant to the Dean, Minority Affairs**

1989 School of Engineering

California State University, Fresno, Fresno, CA

Administered the Pre-College Mathematics Engineering Science Achievement Program (MESA) and the Minority Engineering Program (MEP), whose mission was to increase targeted underrepresented minorities in math and science professions.

Responsibilities included working with university faculty and staff, school districts, and industry to develop programs. Worked with students, local school districts and parents to outreach for the organization. This position interfaced with industry to secure resources for existing services and implementation of new programs. In a five-year period, Pre-college Centers increased by sixty percent serving over one thousand students. MEP enrollment increased by sixty-six percent with a graduation rate of sixty-nine percent. Through my fundraising efforts, industry support increased one hundred percent.

# HENRY E. VILLANUEVA

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## TEACHING EXPERIENCE

2009	California Multicultural Training, Ventura County Behavioral Health
2006-07	Faculty, Community College of Southern Nevada, Course: Academic Learning Skills
2005-06	Faculty, College of Education, University of Las Vegas, Nevada Course: Freshman Seminar
2005	Faculty, College of Education, University of Las Vegas, Nevada Course: Selected Readings in Student Affairs
2004	Faculty, College of Education, University of Las Vegas, Nevada Course: Campus Environments and Student Assessment
1994	Faculty, Division of Arts and Sciences, Santa Fe Community College Course: The Politics of Santa Fe, NM
1992	Lecturer, Department of Chicano/Latino Studies, CSU, Fresno Course: The Chicano Family

## PRESENTATIONS

3/15	Sal Castro Chicano Youth Leadership Conference. <i>Aspiring to Higher Opportunities.</i>
7/14	National Association for the Mentally Ill. <i>Ventura County Data Presentation.</i>
3/12	Edge Up Conference. <i>"Making Meaningful Use of Assessment."</i>
5/06	Educational Policy Institute International Conference. <i>"Addressing National Retention Issues in Higher Education."</i>
5/06	Educational Policy Institute International Conference. <i>"A Systemic Approach to Understanding Retention and Graduation."</i>
7/05	Noel-Levitz National Conference on Student Recruitment, Marketing and Retention. <i>"Students First Initiative: Understanding Runaround at UNLV."</i>
	13 <sup>th</sup> Annual National Conference on Race & Ethnicity in American Higher Education. <i>"Latino Leadership Development in Higher Education."</i>
6/00	Gainesville College, Gainesville, Georgia. <i>"A Historical Perspective of Hispanic/Latinos in the United State &amp; The Psychological and Social-Cultural Implications of their Presence: Strategies for Inclusion in Education &amp; Society."</i>
10/99	12 <sup>th</sup> Annual National Conference on Race & Ethnicity in American Higher Education. <i>"An Action Plan for the Retention of Latinos in Higher Education."</i>
6/99	Guest Lecturer, Grand Valley State University, Grand Rapids, Michigan. <i>"Theoretical Applications Related To The Retention of Students."</i>
6/99	11 <sup>th</sup> Annual National Conference on Race & Ethnicity in American Higher Education. <i>"Social/Cultural Factors Affecting Freshman Latino Student Retention At Four Year Institutions."</i>
9/98	10 <sup>th</sup> Annual National Conference on Race & Ethnicity in American Higher Education. <i>"Social/Cultural Factors Affecting Freshman Latino Student Retention At Four Year Institutions."</i>
5/98	California State University, Fresno/University of California, Davis Joint Doctoral Program in Educational Leadership 1997 Research Symposium. <i>Examining Selected Institutional Factors Affecting Freshman Retention at an Urban University."</i>
5/97	California State University, Dominguez Hills Second Annual Conference on the Retention of Latino Students in Higher Education. <i>"Institutional Factors Affecting Latino Freshman Retention."</i>
4/97	9 <sup>th</sup> Annual National Conference on Race & Ethnicity in American Higher Education. <i>"Social/Cultural Factors Affecting Freshman Latino Student Retention At Four Year Institutions: A Theoretical Perspective."</i>
4/97	9 <sup>th</sup> Annual National Conference on Race & Ethnicity in American Higher Education. <i>"Discrepancies Between Latinos: Implications for Higher Education."</i>
6/96	National Academic Advising Association, Region IX, Twenty-Third Academic Advising Conference. <i>"Social Cultural Factor Affecting Freshman Student Retention At Four-Year Institutions: A Theoretical Perspective."</i>
	Western Association of Educational Opportunity Personnel, Region IX. <i>"Revamping Educational Equity Programs: A Model."</i>
6/94	New Mexico State Conference for Adult Basic Education. <i>"Utilizing the Total Quality Management (TQM) Method for Adult Basic Education Programs."</i>
5/82	Seventh Annual Statewide Migrant Education Parent Conference. <i>"Accessing Higher Education."</i>

# HENRY E. VILLANUEVA

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## COLLEGE SERVICE

2007-08	Member, Program Effectiveness and Planning Committee
2007-08	Chair, Youth Conference Committee
2007-08	Member, Student Success Committee
2007-08	Member, President's Cabinet
2007-08	Member, Dean's Council
2006	Nevada System of Higher Education Articulation Board
2006	Nevada System of Higher Education P-16 Council
2005-06	Member, Institutional Review Board
2005-06	Member, Nevada System of Higher Education, Remedial Education Task Force
2005-06	Chair, First Year Committee
2005-06	Member, Writing Across the Curriculum Committee
2005-06	Co-Chair, Diversity Assessment Sub-Committee
2005-06	Member, Rebel Connection Steering Committee
2005-06	Member, Division of Student Life Assessment Committee
2003-04	Chair, Division of Student Life Assessment Committee
2004-05	Member, General Education Advisory Committee
2003-04	Member, Implementation Task Force for the Noel-Levitz Campus Recommendations
2003-04	Chair, Early Registration Work Group
2003-04	Member, Runaround Task Force
2003-05	Member, Orientation Planning Committee
2000-03	Co-Chair, Access and Retention Committee
2000-03	Chair, Committee for the Protection of Human Subjects
2000-03	Co-Chair, University Learning Requirements Policy and Operations Committee
2000-03	Chair, Matriculation Committee
2000-03	Member, Academic Affairs Council
2000-03	Member, Academic Leadership Council
2000-03	Member, Student Affairs Council
2000-03	Member, Title V Advisory Committee
2000-03	Member, Graduate Education and Research Committee
2000-03	Member, WASC Capacity Team Committee
2000-01	Chair, Enrollment Management Task Force
1998-00	Member, General Education Sub-Committee
1998-99	Member, Academic Senate
1997-98	Chair, Summer Writing Institute
1997-98	Chair, High School counselor Institute
1996-97	Chair, Educational Equity Task Force
1996-97	Chair, Committee to implement Mandatory Advising for Freshmen
1996-97	Member, Committee to Evaluate Priority Registration for Students
1994-96	Member, Strategic Planning Committee for the Division of Student Affairs
1995-96	Member, University Advising Council
1994-96	Member, First Year Experience Committee
1989-91	Member, California Association of California State University Off Campus Centers
1989-92	Member, Tulare County Department of Education Articulation
1983-89	Member, MESA Statewide Industry Technical Advisory Board

# HENRY E. VILLANUEVA

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## COMMUNITY SERVICE

2010-Present	Founding Member – Mental Health Services Act: The California Reducing Disparities Project for Reducing Latino Disparities.
2011-12	Member, Rio School District After School Programs Review Committee, Oxnard, CA
2003-06	Board of Directors, Churchwright Multicultural Center, Las Vegas, NV
2001-03	Board of Directors, Center for Community Advocacy, Salinas, CA
2001-03	World Affairs Council, Monterey, CA
1998-00	Chair, Puente Project, Mentor Advisory Council, Hayward, CA
1999-00	Advisory Board Member, Hayward Junior Achievement
1999-00	Member, Board of Directors, Spanish Speaking Citizens Foundation, Oakland, CA
1997-98	Founding Board Member, Creative Arts Plus Programs, Long Beach, CA
1997-98	Judge, Independent Colleges Scholarship Program, Southern California Edison, Rosemead, CA
1997-98	Evaluator, Scholarship Program, Southern California Edison, Rosemead, CA
1994-95	Volunteer Football Coach, Parks and Recreation, Long Beach, CA



## STAFF REPORT

TO: Lindsay City Council

MEETING DATE: November 12, 2024

Item #: 12.4  
Action Items

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**DEPARTMENT:** Finance

**FROM:** Lacy Meneses, Director of Finance

**AGENDA TITLE:** Obligate Remaining ARPA Funds

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### ACTION & RECOMMENDATION

Approve Resolution 24-40 reallocating the remaining Coronavirus State and Local Fiscal Recovery Funds (SLFRF) established by the American Rescue Plan Act of 2021 (ARPA).

### BACKGROUND | ANALYSIS

The American Rescue Plan Act (ARPA) was passed by Congress and signed into law by the President in March 2021. ARPA included funding for eligible state, local, territorial, and Tribal governments through the Coronavirus State and Local Fiscal Recovery Funds (SLFRF). The City of Lindsay's direct allocation of SLFRF funds is \$3,220,636.00. These funds are intended to cover eligible costs incurred from March 3, 2021, through December 31, 2024. On January 6, 2022, the U.S. Department of Treasury (Treasury) released their Final Rule for the SLFRF (Final Rule). The Final Rule makes it easier for small cities and towns, or non-entitlement units like the City of Lindsay, to spend in familiar ways through the use of a "standard allowance" for lost public sector revenue. This option allows Lindsay to make use of the SLFRF in a way that makes the most sense for its unique population and needs while at the same time streamlining reporting and compliance requirements.

On April 26, 2022, Resolution 22-17 was passed with language that further projects and initiatives were to be determined. Resolution 24-16 was later passed on May 28, 2024, specifying and updating the projects for the remaining ARPA funds, however it is impossible to complete one of the projects by the time frame specified for the ARPA funds. Resolution 24-40, reallocates those funds to one of the already approved projects.

### FISCAL IMPACT

None. ARPA expenditures are sourced from the City's share of the State and Local Fiscal Recovery Funds (SLFRF) of \$3,220,636.00 that have already been approved.

### ATTACHMENTS

1. Resolution 24-40
2. Approved ARPA Spending Plan "Exhibit A"
3. Project List obligated with Resolution 24-16 to obligate remaining ARPA funds "Exhibit B"
4. Amended Project List to reallocate the remaining ARPA funds "Exhibit C"

Reviewed/Approved: 



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

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**NUMBER** 24-40

**TITLE** A RESOLUTION APPROVING THE CITY OF LINDSAY TO OBLIGATE THE REMAINING CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS (SLFRF) ESTABLISHED BY THE AMERICAN RESCUE PLAN ACT OF 2021 (ARPA).

**MEETING** At a regularly scheduled meeting of the City of Lindsay City Council held on November 12, 2024, at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

**WHEREAS**, on May 10, 2021, as a result of the COVID-19 virus, the U.S. Department of the Treasury announced the launch of the Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021 (ARPA); and

**WHEREAS**, ARPA is designed to deliver \$350 billion to state, local, territorial, and tribal governments to bolster their response to the COVID-19 emergency and its economic impacts, and

**WHEREAS**, the City of Lindsay's total allocation of SLFRF funds is \$3,220,636.00 and the City's use of these funds must comply with ARPA grant requirements; and

**WHEREAS**, at a December 14, 2021, Regular Meeting of the City Council, a public hearing was held to obtain comments regarding the City of Lindsay's allocation of ARPA grant funds, and such hearing was duly noticed; and

**WHEREAS**, in the City of Lindsay Spending Plan attached here to as "Exhibit A" The City of Lindsay expresses its intent to claim the standard allowance for lost public sector revenue up to \$10 million and identifies several priority projects for immediate funding such as Replacing Lost Public Sector Revenue/Spending on Government Agencies, Downtown Fire Clean-Up Project, Economic Development and Retail Revitalization, Two (2) Firefighter Apparatus Engineers, City Services Manager/Inspector; and City of Lindsay Essential Workers Premium Pay; and

**WHEREAS**, the City of Lindsay intends to obligate the remaining Coronavirus State and Local Fiscal Recovery Funds (SLFRF) established by the American Rescue Plan Act of 2021 (ARPA) as attached here to as "Exhibit B" The City of Lindsay had identified projects that were TBD in the ARPA Spending Plan. Now amended to "Exhibit C" due to time constraints.

**WHEREAS**, the city will comply with U.S. Treasury reporting and compliance requirements in annual Project and Expenditure reports.



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

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

- SECTION 1. The City Manager, or their designee, is authorized to accept the City of Lindsay's allotment of Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021 (ARPA) from the United States Department of Treasury.
- SECTION 2. The City Manager, or their designee, is authorized to use the federal ARPA funds flexibility so as to maximize their lawful use within the framework established by the applicable federal programs.
- SECTION 3. This resolution shall be effective immediately upon its approval and adoption.
- SECTION 4. The Mayor, or presiding officer, is hereby authorized to affix her/his signature to the Resolution signifying its adoption by the City Council to the City of Lindsay, and the City Clerk, or their appointed deputy, is directed to attest thereto.



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

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

MEETING DATE	November 12, 2024
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.

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Ramiro Serna, Mayor

### CERTIFICATE OF ATTESTING OFFICER

The undersigned, Maegan Peton, City Clerk of the City of Lindsay does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of the City of Lindsay which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date thereof.

ATTEST: \_\_\_\_\_  
Maegan Peton, City Clerk





# **American Rescue Plan Act – City of Lindsay**

## **Spending Plan**

**Approved and Adopted:**  
**04-26-2022 by Resolution 22-17**

## **EXECUTIVE SUMMARY**

The American Rescue Plan Act (ARPA) was passed by Congress and signed into law by the President in March 2021. ARPA included funding for eligible state, local, territorial, and Tribal governments through the Coronavirus State and Local Fiscal Recovery Funds (SLFRF). The City of Lindsay’s direct allocation of SLFRF funds is \$3.2 million.

On January 6, 2022, the U.S. Department of Treasury (Treasury) released their Final Rule for the SLFRF. The Final Rule makes it easier for small cities and towns, or “non-entitlement units” like the City of Lindsay, to spend in familiar ways through the use of a standard allowance for lost public sector revenue. The Final Rule allows non-entitlement units to claim up to \$10 million in lost public sector revenue. The City of Lindsay intends to claim its full award of \$3.2 million under the standard allowance. This option allows Lindsay to make use of the SLFRF in ways that makes the most sense for Lindsay’s unique population and needs while at the same time streamlining reporting and compliance requirements.

## **GUIDING PRINCIPLES**

The City of Lindsay recognizes the important role that the SLFRF will have on the community’s recovery from the COVID-19 pandemic and intends to leverage these funds to address the significant needs of Lindsay residents now and in the future.

ARPA funds provide a unique opportunity for the City of Lindsay to complete projects and pursue initiatives that will have a transformative and lasting impact on City services and the community. In this spirit, the City established the following principles to guide the allocation and use of ARPA funds.

- **Be Transformational.** Pursue projects and initiatives that solve an ongoing

problem and make a long-term and sustainable difference in the community.

- **One-Time Uses.** Commit one-time ARPA dollars to projects and initiatives within a defined funding period.
- **Equitable Outcomes.** Prioritize projects or initiatives that aim to increase equitable recovery and future resilience for disadvantaged or unincorporated communities.
- **Avoid Duplication.** Ensure funded projects or initiatives do not duplicate services provided by the county, state or federal government, including duplication of other regional actors.

## **PRIORITY PROJECTS AND DESCRIPTIONS**

Government services is the most flexible eligible use category under the SLFRF, allowing the City of Lindsay to take immediate action on priority projects and initiatives while remaining responsive to any unforeseen needs that may arise during the grant’s lifetime. Common examples of government services permitted by the Final Rule include road building and maintenance, and other infrastructure; health services; general government administration, staff, and administrative facilities, environmental remediation; and provision of police, fire, and other public safety services (including procurement of fire trucks and police vehicles).

The City of Lindsay has identified several priority projects and initiatives for immediate spending under the government services eligible use category. Remaining funds not currently allocated to a priority project will be used for government services in accordance with the standard allowance guidelines. The City of Lindsay is required to submit annual Project and Expenditure Reports to the U.S. Treasury.

<p><b><u>Replacing Lost Public Sector Revenue/Spending on Government Services</u></b></p> <p>Standard Allowance for the City of Lindsay: \$3,220,363.00</p>	
<p><b><u>Priority Project(s) for Immediate Funding (as of 04/22/2022)</u></b></p>	<p><b><u>Estimated Cost</u></b></p>
<p><b>Replacing Lost Public Sector Revenue/Spending on Government Services</b></p> <p>Further projects and initiatives TBD. Possible uses of eligible spending could include Public Safety salaries and associated benefits subject to City of Lindsay budget approval. Council approval will be sought as applicable per U.S. Treasury guidelines and City of Lindsay policies.</p>	<p>\$2,366,363</p> <p>(75% of Total SLFRF)</p>
<p><b>Downtown Fire Clean-Up Project</b></p> <p>The City is committed to the overall beautification of the downtown area, including removing the blight to the community in the aftermath of the June 2021 commercial structure fire in the downtown area. Staff will seek services related to debris clean-up for the affected area, including filling the basement and bringing it up to finish grade for future development.</p>	<p>\$250,000</p> <p>(7% of Total SLFRF)</p>
<p><b>Economic Development and Retail Revitalization</b></p> <p>Three-year contract with Retail Strategies, LLC for professional economic development services that include technical assistance and support for small business owners, a 5-year Downtown Revitalization plan, and retail recruitment with specific restaurant, grocery, apparel, home improvement, entertainment, and hospitality targets.</p>	<p>\$230,000</p> <p>(7% of Total SLFRF)</p>
<p><b>Two (2) Firefighter Apparatus Engineers</b></p> <p>First year salary and benefits for two (2) Firefighter Apparatus Engineer positions; duties and responsibilities include performing firefighting activities including driving fire apparatus, operating pumps and related equipment, laying hose, and performing fire suppression, containment, and extinguishment tasks; performing emergency aid activities including administering first aid and providing other assistance as required; participating in the inspection of buildings, hydrants, and other structures in fire prevention programs.</p>	<p>\$180,000</p> <p>(5% of Total SLFRF)</p>

<b>One (1) City Services Manager/Inspector</b>  First year salary and benefits for City Services Manager/Inspector position; duties and responsibilities include complex supervisory, administrative, and professional work in managing projects to an outcome within project scope and within both project budget and schedule and varying inspections. The list of project types that will be managed include the following: transportation system construction and improvement projects, facility construction and improvement projects, major studies projects, water system construction and improvement projects, sewer and wastewater treatment plant related construction and improvement projects and significant capital maintenance projects, and other projects having a defined scope with a specific budget requiring schedule and project-risk management.	\$100,000  (3% of Total SLFRF)
<b>City of Lindsay Essential Workers Premium Pay</b>  Eligible full-time employees of the City of Lindsay will receive a one-time taxable payment of \$2,000; eligible part-time employees of the City of Lindsay will receive a one-time taxable payment of \$500. Eligibility criteria applied per Resolution 22-17.	\$94,000  (3% of Total SLFRF)

**“EXHIBIT B”**

Priority Project for Immediate Funding (as of 05/22/2024)	Estimated Budgeted
Olive Bowl/ KAKU Park	\$1,761,815
Water Capacity Study	\$50,000
Orange Ave/ Tulare RD Valving Project	\$130,000

**“EXHIBIT C”**

Priority Project for Immediate Funding (as of 11/4/2024)	Revised Budgeted
Olive Bowl/ KAKU Park	\$1,761,815.00
Water Capacity Study	\$41,000.00
WWTP Barscreen	\$139,000.00



# STAFF REPORT

TO: Lindsay City Council

MEETING DATE: November 12, 2024

Item #: 12.5  
Action Items

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**DEPARTMENT:** City Services

**FROM:** Ryan Heinks, Acting Director of City Services and Planning

**AGENDA TITLE:** Release Request for Proposals for Wastewater Treatment Plant Bar Screen Design/Built Project

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## ACTION & RECOMMENDATION

Grant authorization to release a Request for Proposals (RFP) for the design and construction of a bar screen at the wastewater treatment plant, including detailed engineering and customization to meet facility specifications, along with adoption of the project budget.

## BACKGROUND | ANALYSIS

The Lindsay Wastewater treatment facility processes large volumes of wastewater daily. A critical component of this process is the preliminary treatment stage, where solid debris is removed before the wastewater advances to other treatment stages. The current bar screen has been in service since 2001 and has started to show significant wear, leading to operational inefficiencies and increasing maintenance costs.

Bar screens play a vital role in protecting downstream equipment by removing debris such as plastics, rags, and other solids that can obstruct pumps and other equipment. Failure of this system can lead to costly repairs and could result in non-compliance with state and federal wastewater treatment regulations.

The current bar screen at the wastewater treatment facility has reached the end of its useful life, leading to an increased potential for breakdowns and maintenance issues. To address this, the new bar screen will work alongside the existing one to ensure continuous operation, reducing the risk of operational disruptions and supporting the facility's ability to process wastewater effectively. Without this additional screen, equipment failures could force wastewater personnel to perform manual cleaning of the bar screen up to three times a day—a labor-intensive and inefficient task that strains staff resources and increases operational costs. This manual process not only diverts staff from other essential maintenance duties but also exposes them to safety hazards associated with handling hazardous materials and working in challenging conditions.

Prolonged delays in replacing the bar screen could lead to a disruption in wastewater services, as debris buildup in the absence of an efficient screen can obstruct flow and overload downstream equipment, causing unplanned shutdowns and costly repairs. This situation could jeopardize the facility's compliance with regulatory standards, impacting public health and safety. Ensuring reliable bar screen equipment is, therefore, essential for the uninterrupted and compliant operation of the wastewater facility.

This project will be executed in two phases to ensure a streamlined process and effective use of funds.

**Phase 1** will focus on the design and purchase of the new bar screen. During this phase, we will work with engineers and the selected vendor to finalize the specifications, ensuring the bar screen meets our facility's requirements. This phase will also include ordering the equipment to secure current pricing and to allow ample time for manufacturing and delivery.



**Phase 2** will commence once the bar screen is delivered, focusing on the installation of the new equipment. This phase will involve the removal of the old bar screen, installation of the new system, and all necessary testing and commissioning to ensure full operational readiness. By splitting the project into two phases, we can avoid unnecessary delays and disruptions to the facility's operation while efficiently managing project resources and timelines.

City staff recommends granting authorization to release the RFP. Initiating the competitive bidding process ensures transparency and compliance with procurement regulations. Through the RFP, we will solicit proposals from qualified vendors that can provide a bar screen solution tailored to the operational needs of our wastewater treatment facility. The RFP will specify design criteria, performance requirements, and budget constraints to ensure the selected equipment aligns with the facility's standards and long-term sustainability goals. City Council approval of this action will authorize staff to proceed with issuing the RFP, evaluating submitted bids, and returning to Council for final selection and contract award. This step is essential to ensure continuous operability in the event of a failure of the existing bar screen

### **FISCAL IMPACT**

The total cost of the bar screen installation is anticipated to exceed \$300,000. Funding for this project will be drawn from multiple sources, as outlined below:

#### **California Housing and Community Development (HCD) Funds: \$126,060.32**

These funds were previously allocated by staff for the bar screen installation. The bar screen improvement aligns with HCD funding guidelines by enhancing the reliability of essential infrastructure that benefits the community. HCD staff have also provided the City with pre-approval for this project.

#### **American Rescue Plan Act (ARPA) Funds: \$139,000**

The City intends to seek Council approval for the use of ARPA funds, allocated for this critical infrastructure project that promotes public health and safety. Utilizing these funds for the wastewater treatment facility improvement is consistent with ARPA's intent to support community resilience and essential public services.

#### **Wastewater Enterprise Funds:**

The remaining balance of the project will be covered by the Lindsay Wastewater Enterprise Fund 553. This fund is specifically designated for wastewater operations.

### **ATTACHMENTS**

1. None.

Reviewed/Approved: 



# STAFF REPORT

TO: Lindsay City Council

MEETING DATE: November 12, 2024

Item #: 13.1  
Public Hearing

DEPARTMENT: Planning

FROM: Kira Stowell, Contract City Planner

AGENDA TITLE: 1467 W. Tulare Road - Parcel Map

## ACTION & RECOMMENDATION

Approve Resolution 24-41 of the City Council of the City of Lindsay approving the final Parcel Map No. 23-02 as requested by LAV/Pinnacle Engineering on behalf of property owner Nagi Mosh for the property located at 1467 W. Tulare Road off of Highway 65 (APN 199-050-067-000) in the Highway Commercial (CH) and Residential Multifamily (RM-3) zones, and finding that the project is exempt from review under the California Environmental Quality Act (CEQA) pursuant to section 15315.

## BACKGROUND | ANALYSIS

### Project Description:

Final Parcel Map No. 23-02 is requested by LAV/Pinnacle Engineering on behalf of property owner Nagi Moshen. The project is located at 1467 West Tulare Road, Lindsay, CA 93247 (APN: 199-050-067-000), on the Northeast corner of Cedar Avenue and Highway 65. The 9.33-acre property is currently zoned as both Highway Commercial (CH) and Multi-family Residential (RM-3) and has General Plan Land Use designations of Highway Commercial and Medium Density Residential. The Tentative Parcel Map was approved by the Council on September 12, 2023 (Resolution 23-37).

The Final Parcel Map (FPM) would split the parcel into two (2) parcels for the purpose of commercial and residential uses. The newly created southern parcel of approximately 5.8 acres, zoned CH, would be developed as a travel center with both gas and diesel fueling stations and an approximately 5,946 square-foot convenience store with two additional lease spaces of approximately 2,025 square feet each, one of which includes a drive thru, to serve as a quick serve restaurant or coffee shop. The travel center was approved by the Council on June 25, 2024 (Resolution 24-21). The newly created 3.53-acre parcel to the north would remain for multi-family residential uses to be developed at a density of 9-17 units per acre, but no development is proposed at this time.

City staff has reviewed the Final Map and determined it is in compliance with the Subdivision Map Act and conforms to the approved TPM.

## ENVIRONMENTAL REVIEW

A Notice of Exemption was adopted and filed for Tentative Parcel Map No. 23-02. A Mitigated Negative Declaration (MND) was adopted and filed for the travel center project.

## FISCAL IMPACT

The development of the site as proposed would result in the payment of development impact fees to the City. The expected retail activity would provide sales tax revenue to the City.

## ATTACHMENTS

1. Public Hearing Notice
2. Final Parcel Map
3. Notice of Exemption
4. Resolution 24-41

Reviewed/Approved: 

## CITY OF LINDSAY PUBLIC HEARING NOTICE

Date: November 12, 2024  
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 November 12<sup>th</sup>, 2024 beginning at 6:00 PM (or as soon thereafter as the matter can be heard) to solicit public comments relating to the following matters:

Extension of **Conditional Use Permit No. 23-01** and Notice of Exemption is requested by Adam Wilson for a 12-month extension of a previously approved eight-acre Mini Storage Facility in the Mixed-Use (MXU) Zone for property located north of Tulare Road, west of the Southern Pacific Railroad Tracks (Portion of APN 201-170-010).

**Final Parcel Map No. 23-02** and Notice of Exemption is requested by LAV/Pinnacle Engineering on behalf of property owner Nagi Moshen. The project is located at 1467 West Tulare Road, Lindsay, CA 93247 (APN: 199-050-067-000), on the Northeast corner of Cedar Avenue and Highway 65. The proposed Final Parcel Map would split the 9.33-acre property into two parcels for the purpose of commercial (southern 5.80 acres) and residential (northern 3.53 acres) uses.

FURTHER information on this matter and the full text of the proposed documents may be obtained from the City Clerk at 251 East Honolulu Street, Lindsay, CA 93247 during normal business hours 9:00AM-5:00PM Monday through Friday.

ALL INTERESTED PARTIES are encouraged to attend said PUBLIC HEARING to ask questions, express opinions and/or submit evidence for or against the matter. Written comments should be submitted via mail to the City Clerk at P.O. Box 369, Lindsay, CA 93247, or in person at 251 East Honolulu Street, Lindsay, CA 93247, or via email to [lindsaycityclerk@lindsay.ca.us](mailto:lindsaycityclerk@lindsay.ca.us) at least 24 hours prior to the scheduled public hearing.

BY ORDER OF THE CITY COUNCIL OF THE CITY OF LINDSAY

Dated: October 30, 2024

## CITY OF LINDSAY PUBLIC HEARING NOTICE

Date: November 12, 2024  
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 November 12<sup>th</sup>, 2024 beginning at 6:00 PM (or as soon thereafter as the matter can be heard) to solicit public comments relating to the following matters:

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**Final Parcel Map No. 23-02** and Notice of Exemption is requested by LAV/Pinnacle Engineering on behalf of property owner Nagi Moshen. The project is located at 1467 West Tulare Road, Lindsay, CA 93247 (APN: 199-050-067-000), on the northeast corner of Cedar Avenue and Highway 65. The proposed Final Parcel Map would split the 9.33-acre property into two parcels for the purpose of commercial (southern 5.80 acres) and residential (northern 3.53 acres) uses.

FURTHER information on this matter and the full text of the proposed documents may be obtained from the City Clerk at 251 East Honolulu Street, Lindsay, CA 93247 during normal business hours 9:00 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 evidence for or against the matter. Written comments should be submitted via mail to the City Clerk at P.O. Box 369, Lindsay, CA 93247, or in person at 251 East Honolulu Street, Lindsay, CA 93247, or via email to [lindsaycityclerk@lindsay.ca.us](mailto:lindsaycityclerk@lindsay.ca.us) at least 24 hours prior to the scheduled public hearing.

BY ORDER OF THE CITY COUNCIL OF THE CITY OF LINDSAY

Dated: October 30, 2024



# City of Lindsay

## DEPARTMENT OF CITY SERVICES

P.O. Box 369 — Lindsay, California 93247 — 150 North Mirage Ave.

559 • 562 • 7102 ext. 4

559 • 562 • 5748 fax



<<Owner>>

<<Mailing Address>>

<<City, State, Zip>>

### NOTICE OF PUBLIC HEARING

The City of Lindsay invites you to the public hearing for the consideration of the project below. This public hearing will be your opportunity to communicate any questions or concerns regarding the proposed project. You may submit comments ahead of time to Joseph Avina, City Services Department, Building Inspector ([javina@lindsayca.us](mailto:javina@lindsayca.us) or 559-562-7102).

**Hearing Date and Time:** Tuesday, November 12, 2024, at 6:00pm

**Hearing Location:** Council Chambers, City Hall, 251 E Honolulu St. Lindsay CA 93247

**Project:** Final Parcel Map 23-02 and Notice of Exemption

**Project Location:** 1467 West Tulare Road, Lindsay, CA 93247 (APN: 199-050-067-000) on the Northeast corner of Cedar Avenue and Highway 65

**Project Description:** The proposed Final Parcel Map would split the 9.33-acre property into two parcels for the purpose of commercial (southern 5.80 acres) and residential (northern 3.53 acres) uses.

### AVISO DE AUDIENCIA PUBLICA

La Ciudad de Lindsay los invita a la junta de audiencia pública para la consideración del proyecto descrito en este aviso. Esta junta servirá como oportunidad de expresar cualquier preocupación o pregunta. Puede enviar comentarios con anticipación a Joseph Avina, Departamento de Servicios de la Ciudad, Inspector de Edificios ([javina@lindsayca.us](mailto:javina@lindsayca.us) or 559-562-7102).

**Hora y fecha de junta:** martes, Noviembre 12, 2024 a las 6:00pm

**Ubicación de junta:** sala de consejo, City Hall, 251 E Honolulu St. Lindsay, CA 93247

**Proyecto:** Mapa Final de la Parcela 23-02 y Aviso de Exención

**Ubicación de proyecto:** 1467 West Tulare Road, Lindsay, CA 93247 (APN: 199-050-067-000) en la esquina noreste de Cedar Avenue y Highway 65

**Descripción de proyecto:** El Mapa Final de Parcelas propuesto dividiría la propiedad de 9.33 acres en dos parcelas para fines comerciales (5.80 acres del sur) y residenciales (3.53 acres del norte).

Thank you/Gracias,

Kira Stowell - Contract City Planner



**OWNER'S STATEMENT**

WE HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO, THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP, AND THAT EXCEPT AS SHOWN ON THIS MAP AND STATEMENT MADE A PART THEREOF, WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO THE MAKING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BORDER LINES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

- 1) A 10 FOOT IRREVOCABLE OFFER OF DEDICATION FOR STREET PURPOSES AS SHOWN ON MAP ALONG EAST RIGHT OF WAY OF CEDAR AVENUE.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

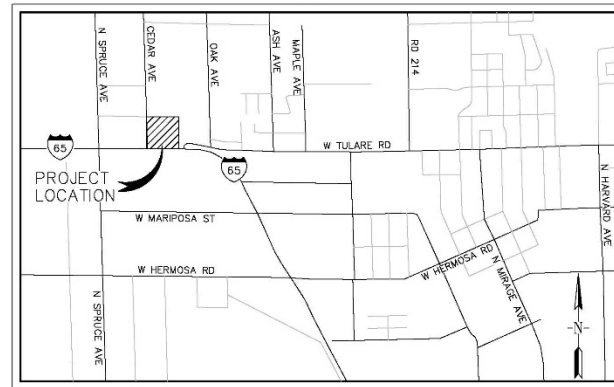
- 1) TWO PEDESTRIAN WALKWAY EASEMENTS AS SHOWN ON MAP ABUTTING THE RIGHT OF WAY OF CEDAR AVENUE.

NAGI MO-SEN, A MARRIED MAN, OWNER

**PARCEL MAP No.**

BEING A DIVISION OF LOT 20 OF THE MONTE VISTA ORANGE COLONY, AS PER MAP RECORDED IN BOOK 7, PAGE 66 OF MAPS, IN THE OFFICE OF THE TULARE COUNTY RECORDER, ALSO BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 26 EAST, M.D.B.M.

CONSISTING OF 2 PARCELS - CONTAINING 9.99 ACRES (GROSS)  
07/11/2024



VICINITY MAP

NO SCALE

**CITY CLERK'S STATEMENT**

THIS IS TO CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF LINDSAY HELD ON \_\_\_\_\_ AN ORDER WAS DULY AND REGULARLY MADE APPROVING THIS PARCEL MAP AND ACCEPTING CEDAR AVENUE AND PEDESTRIAN EASEMENTS SHOWN UPON THIS MAP ARE AND HEREON IRREVOCABLY OFFERED FOR DEDICATION BE AND THE SAME AND HEREBY ACCEPTED FOR PUBLIC USE SUBJECT TO CONSTRUCTION OF ALL IMPROVEMENTS BY THE SUBDIVIDER AND ACCEPTANCE OF ALL IMPROVEMENTS BY CITY COUNCIL ON BEHALF OF THE PUBLIC. IT DIRECTS THE CLERK OF THIS COUNCIL TO ENDORSE UPON THE FACE OF THIS MAP THIS ORDER AUTHENTICATED BY THE SEAL OF THE CITY COUNCIL AND THE CITY OF LINDSAY.

BY: \_\_\_\_\_  
MAGAN PITCHER  
CITY CLERK AND ASSISTANT TO THE CITY MANAGER  
CITY OF LINDSAY, STATE OF CALIFORNIA

**SIGNATURE COMMISSION**

PURSUANT TO THE PROVISIONS OF SECTION 66436 OF THE SUBDIVISION MAP ACT, STATEMENTS CONSENTING TO THE PREPARATION AND RECORDATION OF THIS MAP HAVE BEEN OMITTED FOR THE FOLLOWING ENTITIES:

NAME	INTEREST
SOUTHERN CALIFORNIA EDISON	EASEMENT FOR POLE LINES, CONDUITS A & INCIDENTAL PURPOSES DECEMBER 15, 1908, AS BOOK 8, PAGE 262 AND RECORDED APRIL 23, 1912 IN BOOK 26, PAGE 26 OF CONTRACTS, TULARE COUNTY RECORDS.
COUNTY OF TULARE	EASEMENT FOR WATER PIPELINES RECORDED JANUARY 21, 1852, AS INSTRUMENT NO. 1952-1852, IN VOLUME 1554, PAGE 71 OF OFFICIAL RECORDS.
COUNTY OF TULARE	HIGHWAY EASEMENT RECORDED OCTOBER 8, 1968, AS INSTRUMENT NO. 1968-34371, IN BOOK 2807, PAGE 485 OF OFFICIAL RECORDS.
COUNTY OF TULARE	HIGHWAY EASEMENT RECORDED JULY 16, 1992, AS INSTRUMENT NO. 1992-050747 OF OFFICIAL RECORDS.
COUNTY OF TULARE	RELINQUISHMENT OF HIGHWAY RIGHT-OF-WAY IN THE CITY OF LINDSAY ROAD 6-TUL-65, RECORDED APRIL 13, 2000 AS INSTRUMENT NO. 2000-0023019, AS SHOWN ON PROPOSED RELINQUISHMENT NO. 81788 CONSISTING OF 4 SEGMENTS TO THE CITY OF LINDSAY, RECORDED FEBRUARY 28, 2000 IN STATE OF CALIFORNIA D.C.T. RIGHT-OF-WAY MAP 06-TUL-65-30.2 SPLIT 1, TULARE COUNTY RECORDERS OFFICE.
COUNTY OF TULARE	GRANT OF RIGHT OF WAY CONVEYED TO THE STATE OF CALIFORNIA BY DEED DATED JULY 9, 1936 IN BOOK 714, PAGE 31 OF OFFICIAL RECORDS OF TULARE COUNTY.
SOUTHERN CALIFORNIA EDISON	16 FOOT WIDE EASEMENT, RIGHT OF WAY TO USE, CONSTRUCT, MAINTAIN, ALTER, ADD TO, ENLARGE, REPAIR, REPLACE, INSPECT, AND/OR REMOVE, AT ANY TIME FROM TIME TO TIME, GRANTED TO SOUTHERN CALIFORNIA EDISON RECORDED MAY 10, 2023 AS DOCUMENT NO. 2023-0071578 OF OFFICIAL RECORDS.

**NOTES**

- NOTARY STATEMENTS ON SHEET 2.
- ALL EASEMENTS SHALL BE KEPT OPEN, CLEAR AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND. ALL OBSTRUCTIONS, INCLUDING UTILITY POLES AND LINES, TREES, POLE SIGNS, FENCES, OR SIMILAR OBSTRUCTIONS, SHALL BE REMOVED FROM THE ULTIMATE ROAD RIGHT-OF-WAY. COMPLIANCE WITH THIS REQUIREMENT IS THE RESPONSIBILITY OF THE APPLICANT AND MAY RESULT IN SIGNIFICANT FINANCIAL EXPENDITURES.
- THE DEPARTMENT OF CONSERVATION/DIVISION OF OIL AND GAS AND GEOTHERMAL RESOURCES HAS IDENTIFIED NO ACTIVE OR KNOWN ABANDONED WELLS WITHIN THE PROJECT SITE; HOWEVER SHOULD ANY PULLED, ABANDONED OR UNRECORDED WELL(S) BE UNCOVERED OR DAMAGED DURING GRADING AND CONSTRUCTION ACTIVITIES, THE DEPARTMENT OF CONSERVATION/DIVISION OF OIL AND GAS AND GEOTHERMAL RESOURCES SHALL BE CONTACTED TO INSPECT AND APPROVE ANY REMEDIATION REQUIRED.

**BOARD OF SUPERVISOR'S STATEMENT**

I, JASON T. BRIT, COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TULARE, STATE OF CALIFORNIA, DO HEREBY STATE THAT SAID BOARD OF SUPERVISORS HAS APPROVED THE PROVISIONS MADE FOR THE PAYMENT OF TAXES AS PROVIDED IN DIVISION 2, OF TITLE 7 OF THE GOVERNMENT CODE OF STATE OF CALIFORNIA.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

JASON T. BRIT  
COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS

BY: \_\_\_\_\_  
DEPUTY

**SURVEYOR'S STATEMENT**

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF NAGI MOSEN AND NASHWAN ORABI ON DECEMBER 14, 2021. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

AARON G. BYRD, L.S. /9/2

DATE

**CITY ENGINEER'S STATEMENT**

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF CHAPTER 2, DIVISION 2, OF TITLE 7 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA AND OF ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

BY: \_\_\_\_\_  
JEFFERY S. COWART R.C.E. 41964  
CITY ENGINEER, CITY OF LINDSAY

**CITY SURVEYOR'S STATEMENT**

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND TO THE BEST OF MY KNOWLEDGE AND BELIEF I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

BY: \_\_\_\_\_  
KRISTIE M. ACHIE P.L.S. 8189  
CITY SURVEYOR, CITY OF LINDSAY

**DIRECTOR OF PLANNING'S STATEMENT**

THIS IS TO CERTIFY THAT THIS FINAL MAP SUBSEQUENTLY CONFORMS TO THE TENTATIVE PARCEL MAP TPM 23-02 APPROVED BY THE CITY COUNCIL AT A DULY AUTHORIZED MEETING HELD ON THE SEPTEMBER 12, 2023.

BY: \_\_\_\_\_  
JOSEPH AVINA  
ACTING DIRECTOR OF PLANNING

**RECORDER'S STATEMENT**

DOCUMENT NO. \_\_\_\_\_ FEE PAID: \_\_\_\_\_  
FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024, AT \_\_\_\_\_ IN BOOK \_\_\_\_\_ OF PARCEL MAPS, AT PAGES \_\_\_\_\_, AT THE REQUEST OF AARON G. BYRD, LAND SURVEYOR.

TARA K. FREITAS, CPA  
TULARE COUNTY ASSESSOR/CLERK-RECORDER

BY: \_\_\_\_\_  
DEPUTY

SHEET 1 OF 4 SHEETS



### EASEMENT LEGEND:

- ① AN AGREEMENT RECORDED DECEMBER 15, 1906, AS BOOK 8, PAGE 252 AND RECORDED APRIL 23, 1912 IN BOOK 26, PAGE 26 OF CONTRACTS, TULARE COUNTY RECORDS BETWEEN V.T. WHITNEY POWER COMPANY, A CORPORATION AND J.E. SEEGMILLER, OF LINDSAY, TULARE COUNTY, AND J.W. COLLIER AND JOSHUA PECKHAM OF FRESNO COUNTY, CALIFORNIA FOR POLE LINES, CONDUITS & INCIDENTAL PURPOSES. (AFFECTS AS A 16' AIRCRAFT EASEMENT NOT PLOTTED)
- ② EASEMENT FOR WATER PIPE LINES RECORDED JANUARY 21, 1852, AS INSTRUMENT NO. 1952-1852, IN VOLUME 1554, PAGE 71 OF OFFICIAL RECORDS, TO CONSTRUCT, RECONSTRUCT, LAY, RELAY, OPERATE, MAINTAIN, AND REMOVE AT ANY TIME.
- ③ 10 FOOT WIDE EASEMENT RECORDED NOVEMBER 30, 1965, AS INSTRUMENT NO. 1965-4293, IN BOOK 2623, PAGE 238 OF OFFICIAL RECORDS TO SOUTHERN CALIFORNIA ELECTRIC COMPANY FOR ELECTRICAL AND COMMUNICATION LINES. (QUITCLAIMED BY DOCUMENT NO. 2023-3049062, RECORDED OCTOBER 11, 2023)
- ④ HIGHWAY EASEMENT RECORDED OCTOBER 8, 1968, AS INSTRUMENT NO. 1968-34371, IN BOOK 2807, PAGE 485 OF OFFICIAL RECORDS.
- ⑤ HIGHWAY EASEMENT RECORDED JULY 16, 1992, AS INSTRUMENT NO. 1992-050747 OF OFFICIAL RECORDS.
- ⑥ RELINQUISHMENT OF HIGHWAY RIGHT-OF-WAY IN THE CITY OF LINDSAY, ROAD 6-TU-65, RECORDED APRIL 13, 2000 AS INSTRUMENT NO. 2000-0023019, AS SHOWN ON PROPOSED RELINQUISHMENT NO. 8-788 CONSISTING OF 4 SEGMENTS TO THE CITY OF LINDSAY, RECORDED FEBRUARY 25, 2000 IN STATE OF CALIFORNIA D.O.T. RIGHT-OF-WAY MAP 06-TU-65-30.2-SHT 1, TULARE COUNTY RECORDERS OFFICE.
- ⑦ GRANT OF RIGHT OF WAY CONVEYED TO THE STATE OF CALIFORNIA BY DEED DATED JULY 9, 1936 IN BOOK 714, PAGE 31 OF OFFICIAL RECORDS OF TULARE COUNTY.
- ⑧ 16 FOOT WIDE EASEMENT, RIGHT-OF-WAY TO USE CONSTRUCT, MAINTAIN, ALTER, ADD TO, ENLARGE, REPAIR, REPLACE, INSPECT, AND/OR REMOVE, AT ANY TIME FROM TIME TO TIME, GRANTED TO SOUTHERN CALIFORNIA EDISON RECORDED MAY 10, 2023 AS DOCUMENT NO. 2023-3021518 OF OFFICIAL RECORDS.

### NOTARY'S STATEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

ON \_\_\_\_\_ BEFORE ME, \_\_\_\_\_, PERSONALLY APPEARED \_\_\_\_\_

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

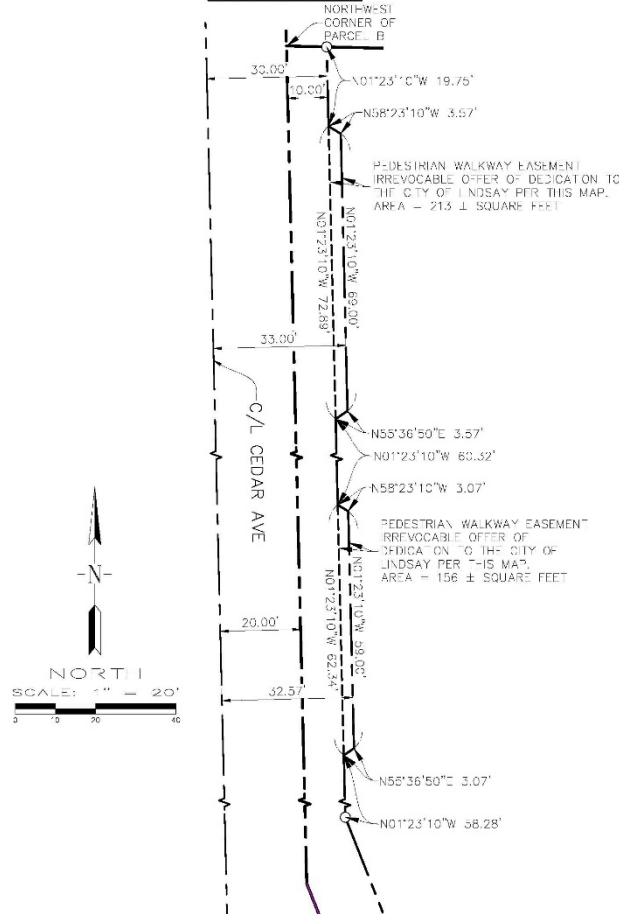
MY COMMISSION I.D. NO. \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_

### FEMA FLOOD PLAIN NOTE

THE BOUNDARY OF THIS PROJECT LIES WITHIN FEMA FLOOD ZONE MAP PANEL NO. 06107C1305E EFFECTIVE AS OF 6/16/2009 AND IS DESIGNATED AS "ZONE X"-AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN; DETERMINED TO BE OUTSIDE THE 1% AND 0.2% ANNUAL CHANCE FLOODPLAINS.

### ENLARGED DETAIL



## PARCEL MAP No.

BEING A DIVISION OF LOT 20 OF THE MONTE VISTA ORANGE COLONY, AS PER MAP RECORDED IN BOOK 7, PAGE 66 OF MAPS, IN THE OFFICE OF THE TULARE COUNTY RECORDER, ALSO BEING A PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 26 EAST, M.D.B.M.

CONSISTING OF 2 PARCELS - CONTAINING 9.99 ACRES (GROSS)  
07/11/2024

### LEGEND:

- = 5/8" REBAR TAGGED L.S. 7972, TO BE SET
- ⊙ = FOUND MONUMENT AS DESCRIBED
- = DISTINCTIVE BORDER
- - - = EASEMENT LINES
- - - = PROPOSED EASEMENT LINES
- - - = STREET RIGHT-OF-WAY
- - - = STREET CENTERLINE
- - - = EXISTING LOT/PARCEL LINE
- ( ) = RECORD PER RECORD OF SURVEY BK. 32, PG. 54 TULARE COUNTY RECORDS
- [ ] = RECORD DATA OR CALCULATED PER MONTE VISTA ORANGE COLONY RECORDED VOLUME 7 OF MAPS AT PG. 66, TULARE COUNTY RECORDS
- { } = RECORD DATA OR CALCULATED PER STATE OF CALIFORNIA D.O.T. RIGHT-OF-WAY MAP 06-TU-65-30.2-SHT 7, TULARE COUNTY RECORDS
- < > = RECORD DATA PER PARCEL MAP NO. 1580 RECORDED BK. 16, PG. 81, TULARE COUNTY RECORDS
- \* = RECORD DATA PER PARCEL MAP NO. 2100 RECORDED BK. 25, PG. 01, TULARE COUNTY RECORDS
- ⊙ ⊙ = RECORD DATA PER PARCEL MAP NO. 3128 RECORDED BK. 32, PG. 29, TULARE COUNTY RECORDS
- R.O.S. = RECORD OF SURVEY
- BK./PG. = BOOK/PAGE
- L.S. = LAND SURVEYOR
- AC GR = ACRES GROSS
- O.R. = OFFICIAL RECORDS
- C/L = CENTER LINE
- COR# = CORNER RECORD
- CONC = CONCRETE
- IP = IRON PIPE

### NOTES:

1. ALL DISTANCES AND DIVISIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
2. THE DISTINCTIVE BORDER INDICATES THE BOUNDARY OF LAND SUBJECTED BY THIS MAP.

### BASIS OF BEARINGS

THE BEARINGS OF N88°40'06\"W AS SHOWN ON RECORD OF SURVEY RECORDED MAY 1, 2014 IN BOOK 32, PAGE 54, BEING THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 1 TOWNSHIP 20 SOUTH, RANGE 26 EAST, M.D.B.M. WAS USED AS A BASIS OF BEARINGS SHOWN ON THIS MAP.

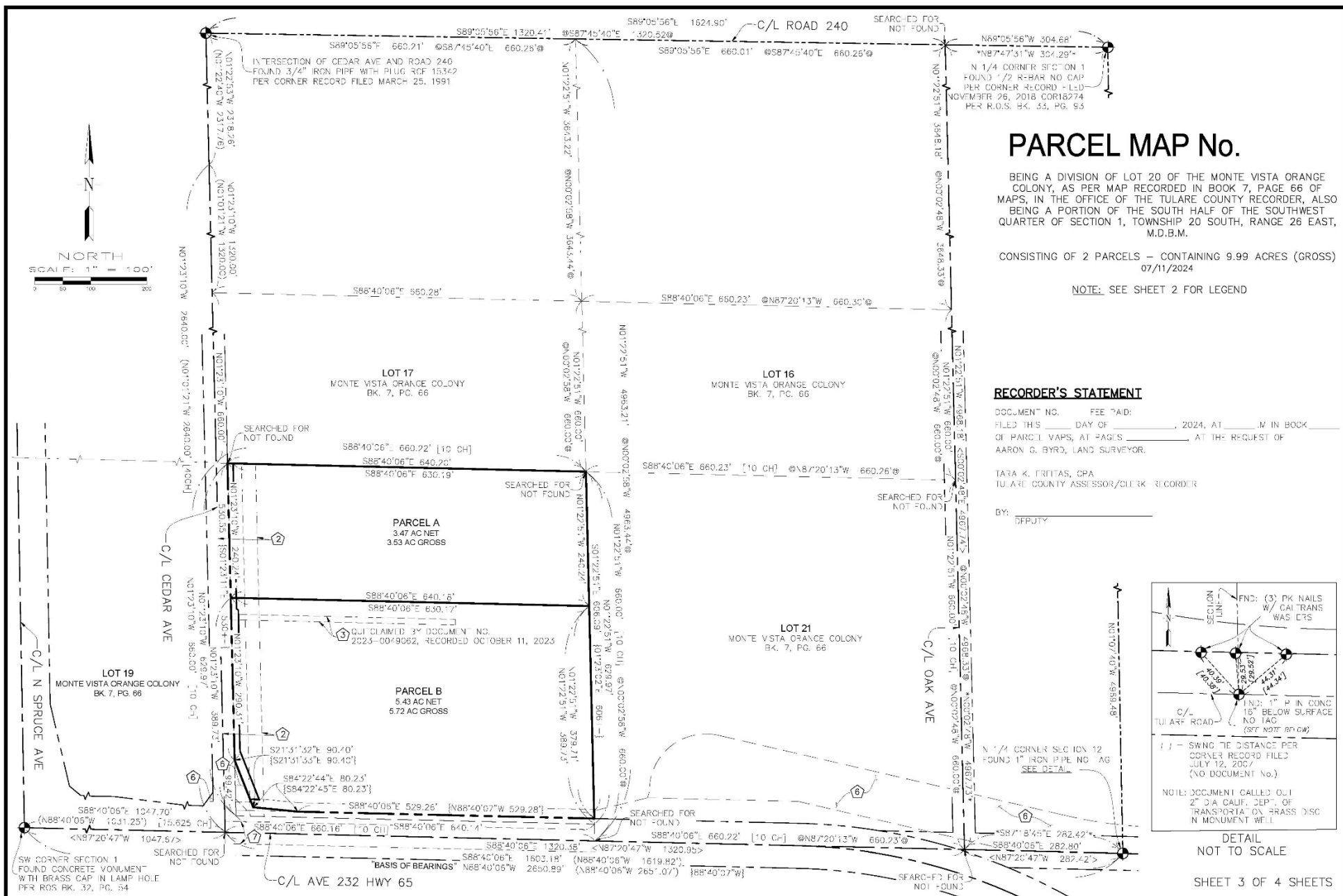
### RECORDER'S STATEMENT

DOCUMENT NO. \_\_\_\_\_ FEE PAID: \_\_\_\_\_  
FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024, AT \_\_\_\_\_ M IN BOOK \_\_\_\_\_ OF PARCEL MAPS, AT PAGES \_\_\_\_\_, AT THE REQUEST OF AARON G. BYRD, LAND SURVEYOR.

TARA K. FREITAS, CPA  
TULARE COUNTY ASSESSOR/CLERK-RECORDER

BY: \_\_\_\_\_  
DEPUTY

SHEET 2 OF 4 SHEETS





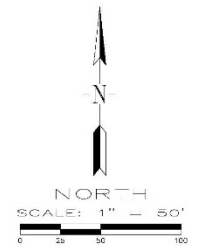
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CONSISTING OF 2 PARCELS - CONTAINING 9.99 ACRES (GROSS)  
07/11/2024

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- < > = RECORD DATA PER PARCEL MAP NO. 1580 RECORDED BK. 16, PG. 81, TULARE COUNTY RECORDS
- + = RECORD DATA PER PARCEL MAP NO. 2400 RECORDED BK. 25, PG. 01, TULARE COUNTY RECORDS
- ⊙ ⊙ = RECORD DATA PER PARCEL MAP NO. 3128 RECORDED BK. 32, PG. 29, TULARE COUNTY RECORDS
- R.O.S. = RECORD OF SURVEY
- BK./PG. = BOOK/PAGE
- L.S. = LAND SURVEYOR
- AC GR = ACRES GROSS
- O.R. = OFFICIAL RECORDS
- C/L = CENTER LINE



## NOTES:

1. ALL DISTANCES AND DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
2. THE DISTINCTIVE BORDER INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP.

## BASIS OF BEARINGS

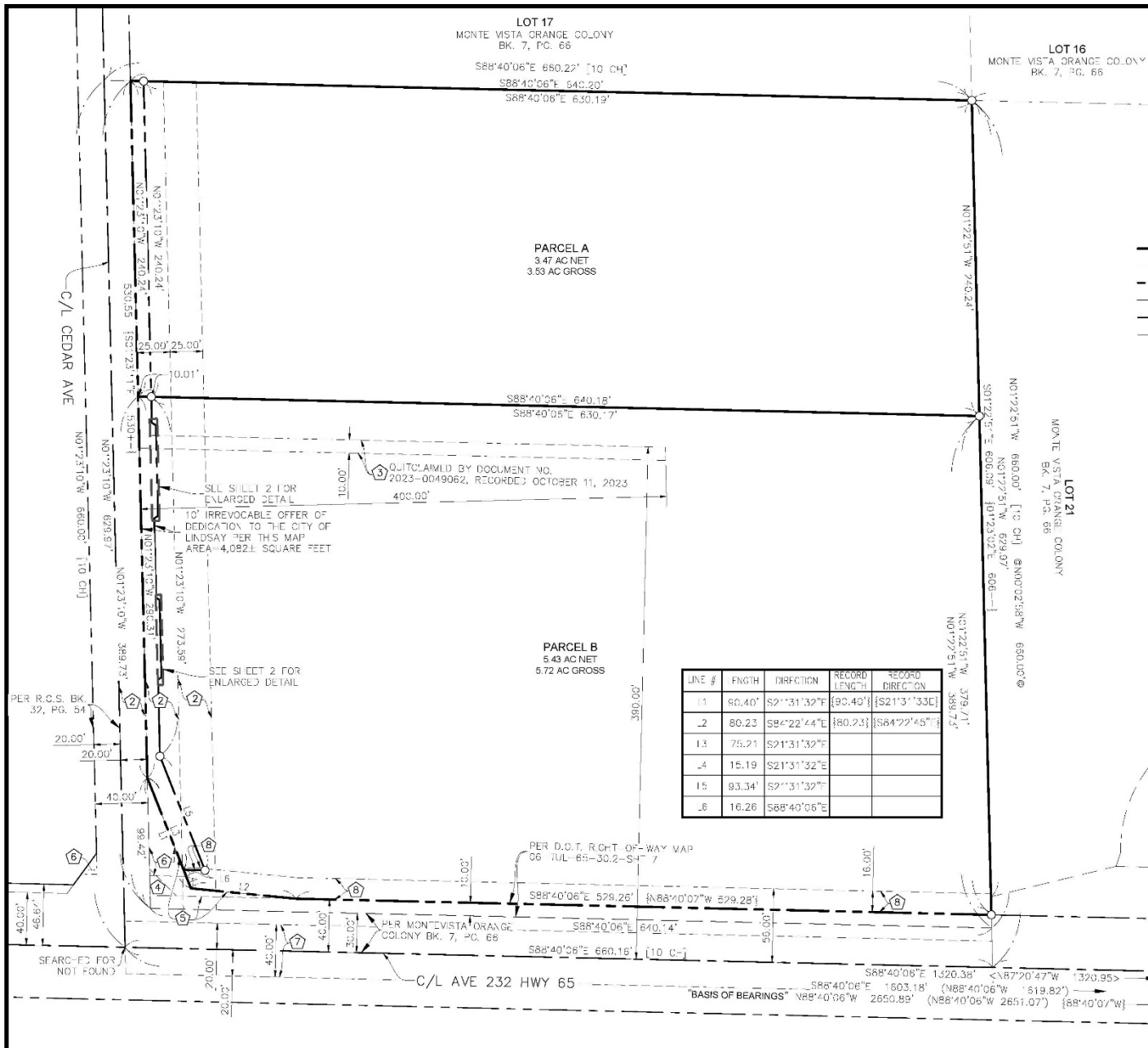
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## RECORDER'S STATEMENT

DOCUMENT NO. \_\_\_\_\_ FEE PAID: \_\_\_\_\_  
FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024, AT \_\_\_\_\_ M IN BOOK \_\_\_\_\_  
OF PARCEL MAPS, AT PAGES \_\_\_\_\_, AT THE REQUEST OF  
AARON G. BYRD, LAND SURVEYOR.

TARA K. TRUITAS, CPA  
TULARE COUNTY ASSESSOR/CLERK RECORDER

BY: \_\_\_\_\_  
DEPUTY



## Notice of Exemption

## Appendix E

**To:** Office of Planning and Research  
P.O. Box 3044, Room 113  
Sacramento, CA 95812-3044

County Clerk  
County of: Tulare  
\_\_\_\_\_  
\_\_\_\_\_

**From:** (Public Agency): City of Lindsay

251 E Honolulu

Lindsay, CA 93247

(Address)

Project Title: Tentative Parcel Map No. 23-02

Project Applicant: LAV/Pinnacle Engineering on behalf of property owner Nagi Moshen

Project Location - Specific:

Parcel is located at 1467 West Tulare Road, Lindsay, CA 93247 (APN: 199-050-067-000), on the northeast corner of Cedar Avenue and Highway 65.

Project Location - City: Lindsay Project Location - County: Tulare

Description of Nature, Purpose and Beneficiaries of Project:

The project split an approximately 9.25 acre property into Parcel A (3.53 acres) and Parcel B (5.8 acres). Parcel A is designated Medium Density Residential by the City of Lindsay General Plan and Parcel B is designated as Highway Commercial.

Name of Public Agency Approving Project: City of Lindsay

Name of Person or Agency Carrying Out Project: \_\_\_\_\_

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ Categorical Exemption. State type and section number: 15315 Infill Development Projects
- ☐ Statutory Exemptions. State code number: \_\_\_\_\_

Reasons why project is exempt:

The proposed TPM satisfies all criteria for Section 15315: The parcels will be in conformance with the City of Lindsay General Plan and the Municipal Code, no variances or exceptions are required, utility services are available to serve the site, the parcel was not involved in the division of a larger parcel within the last two years, and the topography of the has no slopes greater than 20 percent.

Lead Agency

Contact Person: \_\_\_\_\_ Area Code/Telephone/Extension: \_\_\_\_\_

**If filed by applicant:**

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Title: \_\_\_\_\_

☐ Signed by Lead Agency ☐ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.  
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: \_\_\_\_\_



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

---

**NUMBER** 24-41

**TITLE** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY APPROVING FINAL PARCEL MAP NO. 23-02, A REQUEST BY LAV/PINNACLE ENGINEERING ON BEHALF OF PROPERTY OWNER NAGI MOSHEN FOR THE PROPERTY LOCATED AT 1467 WEST TULARE ROAD OFF OF HIGHWAY 65 (APN 199-050-067-000) AND FINDING THAT THE PROJECT IS EXEMPT FROM REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO SECTION 15315.

**MEETING** At a regularly scheduled meeting of the City of Lindsay City Council held on November 12<sup>th</sup>, 2024, at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

**WHEREAS**, the application for Final Map (FMP No. 23-02) was filed pursuant to the regulations contained in Ordinance No. 341, the Zoning Ordinance of the City of Lindsay; and

**WHEREAS**, the City Council of the City of Lindsay, after ten (10) days published notice, did hold a duly noticed public hearing before said Council on November 12, 2024; and

**WHEREAS**, the project site is currently zoned as both Highway Commercial (CH) and Multi-family Residential (RM-3) and has General Plan Land Use designations of Highway Commercial and Medium Density Residential.

**WHEREAS**, City Planning Staff has prepared the necessary investigations and a staff report of information bearing upon the application; and

**WHEREAS**, a Notice of Exemption was adopted and filed for Tentative Parcel Map No. 23-02. A Mitigated Negative Declaration (MND) was adopted and filed for the development of the project site.



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

---

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

- SECTION 1. The foregoing recitals are true and correct and are a substantive part of this Resolution.
- SECTION 2. The City Council of the City of Lindsay finds approval of this map is exempt from CEQA and previously adopted the Lindsay Travel Center Mitigated Negative Declaration prepared for the development of this project site.
- SECTION 3. The City Council of the City of Lindsay hereby finds that the Final Map is in compliance with the Subdivision Map Act and conforms to the approved TPM.



## 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	November 12, 2024
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.

---

Ramiro Serna, Mayor

### CERTIFICATE OF ATTESTING OFFICER

The undersigned, Maegan Peton, City Clerk of the City of Lindsay does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of the City of Lindsay which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date thereof.

ATTEST: \_\_\_\_\_  
Maegan Peton, City Clerk



# STAFF REPORT

TO: Lindsay City Council

MEETING DATE: November 12, 2024

Item #: 13.2  
Public Hearing

**DEPARTMENT:** City Services

**FROM:** Kira Stowell, Contract City Planner

**AGENDA TITLE:** Extension of CUP 23-01 Mini Storage

## ACTION & RECOMMENDATION

Approve Resolution 24-42, an extension of Conditional Use Permit No. 23-01 for a mini storage facility located North of Tulare Road, West of the Southern Pacific Railroad Tracks (a portion of APN 201-170-010).

## BACKGROUND | ANALYSIS

Conditional Use Permit No. 23-01 was approved by Council on January 24, 2023 (Resolution 23-04). The approval authorized an eight (8) acre mini storage facility for property located north of Tulare Road, west of the Southern Pacific Railroad Tracks (Portion of APN 201-170-010). The site is zoned MXU (Mixed Use), consistent with the General Plan land use designation of Mixed Use. The MXU zoning district is intended primarily for application to areas characterized by a mixture of uses that include residential, commercial, and industrial.

An approved Conditional Use Permit is valid for one year. Section 18.17.100 of the Lindsay Municipal Code states the Council may grant a renewal of an approved conditional use permit for a period of one year. The new property owner, Adam Wilson, has requested an extension of CUP 23-01 (attached).

## CONDITIONS OF APPROVAL

The City Council approved CUP No. 23-01 subject to the following conditions of approval, which are also reflected within the resolution.

- Pay all fees and taxes imposed by the City of Lindsay.
- Meet all City development and State Building Code requirements prior to beginning operations.
- Meet all City requirements, law, and regulation found in the Lindsay Municipal Code.
- Failure to comply with any City and State requirements will be considered a violation of the conditional use permit and may result in the revocation of the use permit.
- The Conditional Use Permit (CUP) is effective for a period of one (1) year from the date of approval.
- Provide Triple Refuse Bins.
- Sidewalk on Tulare Road to be four (4) feet, in addition to the existing four (4) feet.
- Meet Americans with Disabilities Act (ADA) Standards.
- Entire frontage maintained at all times.
- Minimum seven (7) foot block wall on the exterior of the project.
- Wrought iron fencing on the frontage (Tulare Road), in between structures.
- Fire rating to the portions that back up to future residential uses.

## PUBLIC OUTREACH

A public hearing notice was posted in the Porterville Recorder. The notice was mailed out to all property owners within 300 feet of the project site.

**ENVIRONMENTAL REVIEW**

A Notice of Exemption was prepared for the original approval of this CUP (attached). This project is categorically exempt from CEQA per Article 19, Section 15183 and there is no substantial evidence demonstrating that an exception to a categorical exemption pursuant to CEQA Guidelines, Section 15300.2 applies.

**FISCAL IMPACT**

There is no fiscal impact associated with this action.

**ATTACHMENTS**

1. Location Map
2. Proposed Site Plan
3. Extension Request
4. Public Hearing Notices
5. Notice of Exemption
6. Resolution 24-42

Reviewed/Approved:



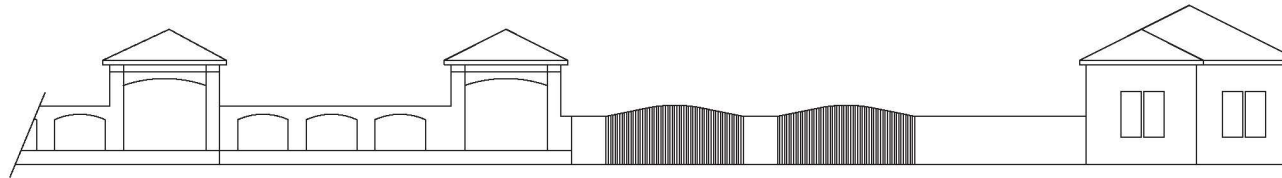


## Location Map

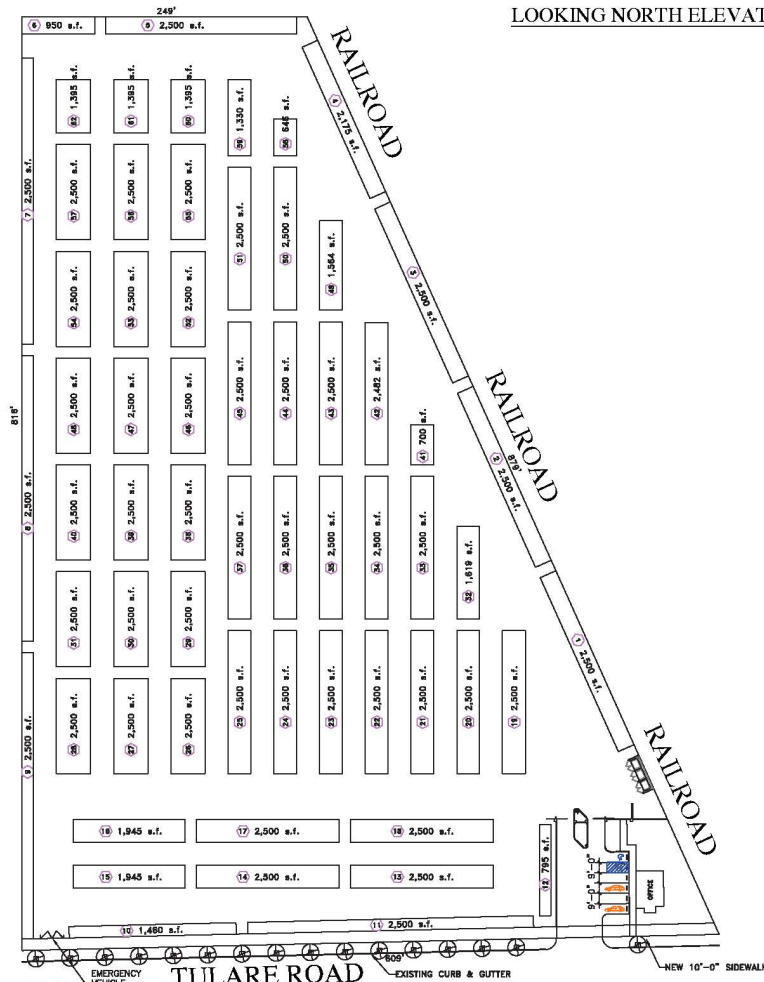




# Proposed Site Plan



LOOKING NORTH ELEVATION



**O'HARA STORAGE**  
LINDSAY CALIFORNIA

**OWNER**  
VALERIE O'HARA

**DEVELOPER**  
NFI LLC  
BLAZE NUNLEY (559)798-8955  
1578 N MOONEY BLVD SUITE J  
TULARE, CA 93274

**PROJECT INFO**  
APN: 201-170-010  
TOTAL AREA: 8.0 AC  
LINDSAY CA

**STORAGE AREA**  
139,298 S.F. STORAGE AREA  
1,500 S.F. OFFICE  
1 BATHROOM (1 TOILET/ 1 SINK)



REVISION	DATE	BY	CHK
1	SEPTEMBER 2022		
2			
3			
4			

**A.W. ENGINEERING**  
724 N. BEN MOORE WAY SUITE A  
VISALIA, CA 93222  
(559) 713-6139  
awengineering@gmail.com

**TENTATIVE SUBDIVISION FOR**  
**O'HARA STORAGE**  
VISALIA CALIFORNIA

**SITE**

## Extension Request



Planning Department  
City of Lindsay  
150 N Mirage Ave  
Lindsay CA, 93247

Subject: Request for Extension of Conditional Use Permit

I am requesting an extension of the Conditional Use Permit (CUP) that was previously granted to us for Sierra Mini Storage at O'Hara Ranch.

We were unable to complete the necessary steps within the original timeframe before expiration and were not aware the CUP expired. We are committed to moving forward with this project and are eager to comply with all requirements set forth by the City of Lindsay. An extension of the CUP would allow us the time complete the project.

We have attached the completed application for the extension along with any required supporting documents. Please let us know if there are additional materials or information needed for this process.

Thank you for considering our request. We look forward to continuing our collaboration with the City of Lindsay.

Sincerely,  
Adam Wilson

**Public Hearing Notices**  
**CITY OF LINDSAY PUBLIC HEARING NOTICE**

Date: November 12, 2024  
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 November 12<sup>th</sup>, 2024 beginning at 6:00 PM (or as soon thereafter as the matter can be heard) to solicit public comments relating to the following matters:

Extension of **Conditional Use Permit No. 23-01** and Notice of Exemption is requested by Adam Wilson for a 12-month extension of a previously approved eight-acre Mini Storage Facility in the Mixed-Use (MXU) Zone for property located north of Tulare Road, west of the Southern Pacific Railroad Tracks (Portion of APN 201-170-010).

**Final Parcel Map No. 23-02** and Notice of Exemption is requested by LAV/Pinnacle Engineering on behalf of property owner Nagi Moshen. The project is located at 1467 West Tulare Road, Lindsay, CA 93247 (APN: 199-050-067-000), on the Northeast corner of Cedar Avenue and Highway 65. The proposed Final Parcel Map would split the 9.33-acre property into two parcels for the purpose of commercial (southern 5.80 acres) and residential (northern 3.53 acres) uses.

FURTHER information on this matter and the full text of the proposed documents may be obtained from the City Clerk at 251 East Honolulu Street, Lindsay, CA 93247 during normal business hours 9:00 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 evidence for or against the matter. Written comments should be submitted via mail to the City Clerk at P.O. Box 369, Lindsay, CA 93247, or in person at 251 East Honolulu Street, Lindsay, CA 93247, or via email to [lindsaycityclerk@lindsay.ca.us](mailto:lindsaycityclerk@lindsay.ca.us) at least 24 hours prior to the scheduled public hearing.

BY ORDER OF THE CITY COUNCIL OF THE CITY OF LINDSAY

Dated: October 30, 2024

## Notice of Exemption

**ASSESSOR/CLERK-RECORDER  
COUNTY OF TULARE**  
County Civic Center – Room 103  
Visalia, California 93291-4593

July 20, 2023

**CITY OF LINDSAY  
251 E. HONOLULU ST.  
LINDSAY CA 93247**



**SUBJECT:** Posting of Environmental Notices

**NOTICE OF: EXEMPTION**

**RECEIPT # 23-54-02092023-036**

**PROJECT TITLE: Conditional Use Permit No. 23-01 for an Eight (8) Acre  
Mini Storage Facility in Lindsay, Ca.**

**DATE POSTED: 02/09/2023**

**DATE REMOVED: 03/15/2023**

IF YOU HAVE ANY CONCERNS REGARDING THE ENCLOSED DOCUMENT,  
PLEASE CONTACT OUR OFFICE (559) 636-5051.

by,

  
Deputy

Enc  
Clerk Division  
559-636-5051

## Notice of Exemption

**To:**

☐ Office of Planning and Research  
P.O. Box 3044, Room 212  
Sacramento, CA 95812-3044

☒ County Clerk  
County of Tulare  
County Civic Center  
221 South Mooney Boulevard  
Visalia, CA. 93291

**From:**

Lead Agency  
City of Lindsay  
251 E. Honolulu St.  
Lindsay, CA 93247  
(559)562-7102 ext. 8041

FILED  
TULARE COUNTY

FEB 09 2023

26  
OC 10/6

ASSESSOR/CLERK RECORDER  
BY: *Marcella Semino*

Project applicant:  
NFDI LLC  
1878 N. Mooney Blvd.  
Visalia, CA. 93291  
Tulare 93274

**Project Title:** Conditional Use Permit No. 23-01 for An Eight (8) Acre Mini Storage Facility in Lindsay, California

**Project Location – Specific:** Portion of APN 201-170-010 located North of Tulare Road, West of the Southern Pacific railroad tracks (portion of APN 201-170-010) in Lindsay, California.

**Project Location – City:** Lindsay      **Project Location – County:** Tulare

**Description of Nature, Purpose and Beneficiaries of Project:** The proposed project is a mini-storage facility in the Mixed-Use (MXU) zone for property located North of Tulare Road, West of the Southern Pacific railroad tracks (portion of APN 201-170-010) in Lindsay, California.

**Name of Public Agency Approving Project:** City of Lindsay

**Name of Person or Agency Carrying Out Project:** NFDI LLC, Attn: Greg Nunley 1878 N Mooney Blvd, Tulare CA 93274 (559)799-6993

**Exempt Status: (check one)**

- ☐ Ministerial (15268);  
☐ Declared Emergency (15269 (a));  
☐ Emergency Project (15269(b)(c));  
☒ Categorical Exemption: State type and section number: CEQA Section 15315  
☐ Statutory Exemption. State code number:  
☒ Consistent with a Community or Zoning Plan, Section 15183

**Reasons why project is exempt:**

The project does not require further review pursuant to Section 15183 (project consistent with a Community Plan, General Plan, or Zoning) of the State Guidelines. Section 15183 applies to projects which are: consistent with applicable General Plan and Zoning regulations. The proposed project is consistent with the MXU zone and the underlying Commercial Service zone which allows min-storage facilities as a permitted use. No potential new impact related to the development have been identified that would necessitate further environmental review beyond the impacts and issues already disclosed and analyzed in the General Plan EIR. No other special circumstances exist that would create a reasonable possibility that the project will have a significant adverse effect on the environment. The project also includes a parcel map to divide one parcel into four parcels, which is exempt under Section 15315. Therefore, pursuant to State CEQA Guidelines Section 15183 and 15315, no further environmental review is required.

**Lead Agency Contact Person:** Curtis Cannon      **Area Code/ Telephone:** (559) 562-7102 Ext 8041

**Signature:** *Curtis P. Cannon*      **Date:** 01/24/23      **Title:** Planning Manager

- ☒ Signed by Lead Agency  
☐ Signed by Applicant

**Date received for filing at OPR:** \_\_\_\_\_



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

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**NUMBER** 24-42

**TITLE** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY APPROVING AN EXTENSION OF CONDITIONAL USE PERMIT NO. 23-01, A REQUEST BY ADAM WILSON FOR A 12 MONTH EXTENSION ON THE APPROVAL OF AN EIGHT (8) ACRE MINI STORAGE FACILITY FOR PROPERTY LOCATED NORTH OF TULARE ROAD, WEST OF THE SOUTHERN PACIFIC RAILROAD TRACKS (PORTION OF APN 201-170-010)..

**MEETING** At a regularly scheduled meeting of the City of Lindsay City Council held on November 12<sup>th</sup>, 2024, at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

**WHEREAS**, the application for an Extension of Conditional Use Permit No. 23-01 was filed pursuant to the regulations contained in Ordinance No. 437, the Zoning Ordinance of the City of Lindsay; and

**WHEREAS**, the City Council of the City of Lindsay, after ten (10) days published notice, did hold a duly noticed public hearing before said Council on November 12, 2024; and

**WHEREAS**, the project site is zoned MXU (Mixed Use), consistent with the General Plan land use designation of Mixed Use; and

**WHEREAS**, City Planning Staff has prepared the necessary investigations and a staff report of information bearing upon the application; and

**WHEREAS**, a Notice of Exemption was prepared for the original approval of this CUP (23-01). This project is categorically exempt from CEQA per Article 19, Section 15183 and there is no substantial evidence demonstrating that an exception to a categorical exemption pursuant to CEQA Guidelines, Section 15300.2 applies.





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

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

- SECTION 1. The foregoing recitals are true and correct and are a substantive part of this Resolution.
- SECTION 2. The City Council of the City of Lindsay finds this project is exempt from CEQA per Article 19, Section 15183 and there is no substantial evidence demonstrating that an exception to a categorical exemption pursuant to CEQA Guidelines, Section 15300.2 applies.
- SECTION 3. The City Council of the City of Lindsay extends this approval, subject to the following conditions of approval:
- Pay all fees and taxes imposed by the City of Lindsay.
  - Meet all City development and State Building Code requirements prior to beginning operations.
  - Meet all City requirements, law, and regulation found in the Lindsay Municipal Code.
  - Failure to comply with any City and State requirements will be considered a violation of the conditional use permit and may result in the revocation of the use permit.
  - The Conditional Use Permit (CUP) is effective for a period of one (1) year from the date of approval.
  - Provide Triple Refuse Bins.
  - Sidewalk on Tulare Road to be four (4) feet, in addition to the existing four (4) feet.
  - Meet Americans with Disabilities Act (ADA) Standards.
  - Entire frontage maintained at all times.
  - Minimum seven (7) foot block wall on the exterior of the project.
  - Wrought iron fencing on the frontage (Tulare Road), in between structures.
  - Fire rating to the portions that back up to future residential uses.



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

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

MEETING DATE	November 12, 2024
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.

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Ramiro Serna, Mayor

### CERTIFICATE OF ATTESTING OFFICER

The undersigned, Maegan Peton, City Clerk of the City of Lindsay does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of the City of Lindsay which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date thereof.

ATTEST: \_\_\_\_\_  
Maegan Peton, City Clerk