



**A MEETING OF THE CITY COUNCIL OF THE
CITY OF PARLIER
"REGULAR MEETING"**

DATE: THURSDAY, June 21, 2018
TIME: 6:30 P.M.
PLACE: Parlier City Council Chambers
1100 E. Parlier Avenue
Parlier, CA 93648

CALL TO ORDER/WELCOME:

Roll Call: Mayor Alma M. Beltran, Mayor Pro-Tem Jose Escoto, Councilwoman Diane Maldonado, Councilman Noe Rodriguez, Councilman Trinidad Pimental, City Clerk Dorothy Garza.

Flag Salute: Mayor Alma M. Beltran

ADDITIONS/DELETIONS TO THE AGENDA:

PUBLIC COMMENTS ON CLOSED SESSION:

(THIS PORTION OF THE MEETING IS RESERVED FOR PERSONS DESIRING TO ADDRESS THE COUNCIL ON AN ITEM WHICH IS TO BE CONSIDERED DURING CLOSED SESSION. SPEAKERS SHOULD LIMIT THEIR COMMENTS TO FIVE (5) MINUTES.)

CLOSED SESSION:

- 1. Government Code Section 54956.9 CONFERENCE WITH LEGAL COUNSEL –**
ANTICIPATED LITIGATION Significant Exposure to Litigation Pursuant to Paragraph (2) or (3) of Subdivision (d) of Section 54956.9: 1 Case

PRESENTATIONS/INFORMATIONAL:

- 2. Presentation by Ivette Rodriguez, Mid Valley Recycling Coordinator.**

PUBLIC COMMENTS:

Note: State law allows the Council to briefly respond to questions on items raised by the public, which are not on the agenda. Government Code Section 54954.2(a). Alternatively, the Council may choose to direct staff to provide information at a following meeting. Any member of the public may comment on any matter within the jurisdiction of the City that is not on the agenda. Those wishing to comment should be recognized by the Mayor and approach the podium. Comments are limited to five (5) minutes.

CONSENT CALENDAR:

3. Approve the Check Reports dated June 01, 2018 through June 13, 2018.
4. Approve and accept the Minutes dated June 07, 2018.
5. Council to consider designating a Voting Delegate and an Alternate for the League of California Cities Annual Conference, September 12-14, 2018 in Long Beach, CA.

ADMINISTRATIVE REPORTS:

ADMINISTRATION DEPARTMENT:

6. **SUBJECT:** Finance Budget Report.

RECOMMENDATION: Informational only.

7. **SUBJECT:** UUT tax measure for the November ballot.

RECOMMENDATION: Discussion and direction on a UUT tax measure for the November Ballot.

8. **SUBJECT:** Council to consider appointing a Representative to the South Kings Groundwater Sustainability Agency.

RECOMMENDATION: Approve **Resolution No. 2018-29** Approving and Authorizing the Execution of a Joint Powers Agreement Between the Cities of Parlier, Fowler, Sanger, Selma, and Kingsburg for the Purpose of Creating the South Kings Groundwater Sustainability Agency; and Designating a City Representative for the South Kings Groundwater Sustainability Agency's Governing Body.

9. **SUBJECT:** Adopt two Resolutions required by the State Water Resources Control Board as part of the CWSRF application.

RECOMMENDATION: Staff recommends the City Council approve **Resolution No. 2018-30** CWSRF Financing Pledged Revenues and Fund Resolution and **Resolution No. 2018-31** Stating Its Intention to be reimbursed for Expenditures Incurred Ahead of the Approval of the Disbursement of CWSRF Construction Funds from the State Water Resources Control Board.

10. SUBJECT: Adopt a Resolution to Accept the Department of Alcoholic Beverage Control Grant.

RECOMMENDATION: Staff recommends the City Council approve **Resolution No. 2018-32**, Authorizing the City Manager or Chief of Police to execute on behalf of the City of Parlier Accepting the Department of Alcoholic Beverage Control Grant.

11. SUBJECT: Destruction of documents that exceed the date of retention.

RECOMMENDATION: Staff recommends the City Council approve the destruction of documents per City's Records retention policy.

12. SUBJECT: Consideration of Request for Proposal for a Public Relations and Marketing firm.

RECOMMENDATION: Council to consider, discuss and provide City Manager with Direction.

13. SUBJECT: Municipal Solid Waste Franchise agreement between Mid-Valley Disposal, LLC. and City of Parlier.

RECOMMENDATION: Staff recommends the City Council approve an updated solid waste franchise agreement with Mid-Valley Disposal, LLC. and adopt **Resolution No. 2018-28**, Approving a Replacement Municipal Solid Waste Franchise Agreement with Mid-Valley Disposal, LLC to be Effective July 01, 2018.

PLANNING DEPARTMENT:

14. SUBJECT: City Council to Consider Adoption of 2018 Community Development Fee Schedule.

PUBLIC HEARING:

- a. Mayor Beltran to open Public Hearing
- b. Public input/testimony for or against.
- c. Mayor Beltran to close Public Hearing

RECOMMENDATION: Staff recommends that the City Council adopt **Resolution No. 2018-33**, Approving the Updated Fee Schedule Addressing Planning, Building, and Engineering Fees.

15. SUBJECT: City Council to Consider Classifying Fitness and Exercise Centers as a Permitted Use in a C-5 General Commercial Zone District.

RECOMMENDATION: Staff recommends that the City Council adopt **Resolution No. 2018-34**, Classifying Small Fitness and Exercise Centers as a Permitted use in the C-5 General Commercial Zone District.

16. SUBJECT: Request for Council direction to prepare amendments to various

components of the Parlier Municipal Code.

RECOMMENDATION: Staff recommends that the City Council provide direction regarding the development of an ordinance to amend portions of the Parlier Municipal Code (PMC) related to business license requirements, development standards, application processing, permitted uses, and related subjects.

17. SUBJECT: City Council to Consider Approval of Site Plan for Orchard Farm Labor Housing.

RECOMMENDATION: Staff recommends that the City Council adopt **Resolution No. 2018-35**, Approving the Site Plan for the Orchard Farm Labor Housing Apartments.

ENGINEERING DEPARTMENT:

18. SUBJECT: Conduct a Public Hearing and Council's Intention to confirm the collection of the annual assessment for Parlier Landscaping Maintenance and Lighting District No. 1 by resolution.

PUBLIC HEARING:

- a. Mayor Beltran to open Public Hearing
- b. Public input/testimony for or against.
- c. Mayor Beltran to close Public Hearing

RECOMMENDATION: City Council conduct a Public Hearing and adopt **Resolution No. 2018-36**, Confirming Diagram and Assessment, Annual Levy 2018-2019, Landscaping Maintenance and Lighting District No. 1; and authorize the filing of the Resolution and Engineer's Report.

POLICE DEPARTMENT:

19. SUBJECT: Motorcycle Trade In.

RECOMMENDATION: Staff recommends Council approve the trade of one of the Police Department's motorcycles for two training motorcycles.

BRIEF COMMENTS: COUNCIL COMMUNICATIONS/COMMENTS:

CITY MANAGER:

CITY ATTORNEY

CITY COUNCIL

PUBLIC COMMENTS ON CLOSED SESSION:

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CLOSED SESSION:

20. Government Code Section 54957.6

CONFERENCE WITH LABOR NEGOTIATORS

Agency Representatives: Sam Escobar, City Manager and Mary Lerner, City Attorney

Employee Organization: Unrepresented Employees

21. Government Code Section 54957.6

A. CONFERENCE WITH LABOR NEGOTIATORS

Agency representative: Sam Escobar, City Manager and Mary Lerner, City Attorney

Employee Organization: Parlier Police Officers Association

22. Government Code Section 54957

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: City Manager

ADJOURNMENT:

ADA Notice: In compliance with the American with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at (559) 646-3545 ext. 227. Notification 48 hours prior to the meeting will enable the City to make arrangements to ensure accessibility to this meeting.

Documents: Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at the front counter at City Hall located at 1100 E. Parlier Avenue, Parlier, CA during normal business hours. In addition, most documents are posted on the City's website at parlier.ca.us

STATEMENT ON RULES OF DECORUM AND ENFORCEMENT

The Brown Act provides that members of the public have a right to attend public meetings, to provide public comment on action items and under the public forum section of the agenda, and to criticize the policies, procedures, or services of the city or of the acts or omissions of the city council. The Brown Act also provides that the City Council has the right to exclude all persons who willfully cause a disruption of a meeting so that it cannot be conducted in an orderly fashion.

During a meeting of the Parlier City Council, there is a need for civility and expedition in the carrying out of public business in order to ensure that the public has a full opportunity to be heard and that the Council has an opportunity to conduct business in an orderly manner. The following is provided to place everyone on notice of the rules of decorum and enforcement.

GENERAL RULES OF DECORUM

While any meeting of the City Council is in session, the following rules of decorum shall be observed:

1. All remarks shall be addressed to the City Council as a whole and not to any single member, unless in response to a question from a member of the City Council.
2. A person who addresses the City Council under public comment for a specific agenda item or under the Public Forum section of the agenda may not engage in speech or conduct (i) which is likely to provoke others to violent or riotous behavior, (ii) which disturbs the peace of the meeting by loud and unreasonable noise, (iii) which is irrelevant or repetitive, or (iv) which disrupts, disturbs, or otherwise impedes the orderly conduct of any City Council meeting.
3. A person, other than members of the Council and the person, who has the floor, shall not be permitted to enter into the discussion unless requested by the Mayor to speak.
4. Members of the City Council may not interrupt a person who has the floor and is making public comments. Members of the City Council shall wait until a person completes his or her public comments before asking questions or commenting. The Mayor shall then ask Council members if they have comments or questions.
5. No person in the audience at a Council meeting shall engage in disorderly or boisterous conduct, including the utterance of loud, threatening or abusive language, whistling, stamping of feet or other acts which disturb, disrupt or otherwise impeded the orderly conduct of any Council meeting.



CITY OF PARLIER

#3

Check Report

By Check Number

Date Range: 06/01/2018 - 06/13/2018

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
EOC01	EOC - FOOD PREPARATION CENTER	06/05/2018	Regular	0.00	3,116.59	49228
SAL22	ALEXIS SALAZAR	06/05/2018	Regular	0.00	365.00	49229
ART01	ARTMAN PLUMBING	06/05/2018	Regular	0.00	111.00	49230
REY06	AURORA REYNA	06/05/2018	Regular	0.00	400.00	49231
BAN01	BANKCARD CENTER	06/05/2018	Regular	0.00	4,179.81	49232
COM05	COMCAST	06/05/2018	Regular	0.00	495.77	49233
DIA11	DIAMOND COMMUNICATIONS	06/05/2018	Regular	0.00	1,025.00	49234
EIN01	EINERSON'S PREPRESS	06/05/2018	Regular	0.00	1,522.52	49235
FOR03	FORD MOTOR CREDIT COMPANY LLC	06/05/2018	Regular	0.00	46,888.45	49236
MID03	MID VALLEY DISPOSAL LLC	06/05/2018	Regular	0.00	141,244.66	49237
NAS01	NASR SYLVIA	06/05/2018	Regular	0.00	200.00	49238
OUR00	OUR LADY OF SORROWS	06/05/2018	Regular	0.00	400.00	49239
PAY01	PAY PLUS BENEFITS, INC.	06/05/2018	Regular	0.00	107.00	49240
PRO01	PROVOST & PRITCHARD CONSULTING GROUP	06/05/2018	Regular	0.00	5,489.44	49241
SAL06	SALAZAR TERESA	06/05/2018	Regular	0.00	240.00	49242
TCM01	TCM INVESTMENTS LP	06/05/2018	Regular	0.00	253.38	49243
TYL00	TYLER TECHNOLOGIES, INC.	06/05/2018	Regular	0.00	96.00	49244
AUT01	AUTO ZONE	06/07/2018	Regular	0.00	309.52	49245
BAN01	BANKCARD CENTER	06/07/2018	Regular	0.00	569.84	49246
FRI01	DANIEL LESLIE FRIES	06/07/2018	Regular	0.00	1,419.00	49247
A-C00	A-C ELECTRIC COMPANY	06/12/2018	Regular	0.00	250.00	49248
ADP00	ADP, INC.	06/12/2018	Regular	0.00	622.12	49249
	Void	06/12/2018	Regular	0.00	0.00	49250
ALB02	ALBERT L. MENDEZ AIR CONDITIONING & HEAT	06/12/2018	Regular	0.00	772.99	49251
ALT01	ALTA MONTCLAIR/EBSA	06/12/2018	Regular	0.00	100.00	49252
ASB01	ASBURY ENVIRONMENTAL SERVICES	06/12/2018	Regular	0.00	75.00	49253
BEL05	BELKNAP PUMP CO INC.	06/12/2018	Regular	0.00	190.00	49254
BIG01	BIG VAL'S AUTO PARTS, INC	06/12/2018	Regular	0.00	235.42	49255
BRE14	BRENNTAG PACIFIC, INC.	06/12/2018	Regular	0.00	656.88	49256
CEN19	CENTRAL SANITARY SUPPLY	06/12/2018	Regular	0.00	1,118.93	49257
CEN02	CENTRAL VALLEY LOCK & SAFE INC.	06/12/2018	Regular	0.00	953.55	49258
CIT22	CITY OF PARLIER	06/12/2018	Regular	0.00	3,333.33	49259
CIT22	CITY OF PARLIER	06/12/2018	Regular	0.00	444.17	49260
COM05	COMCAST	06/12/2018	Regular	0.00	725.91	49261
CUM01	CUMMINS PACIFIC, LLC	06/12/2018	Regular	0.00	642.58	49262
EIN01	EINERSON'S PREPRESS	06/12/2018	Regular	0.00	1,862.57	49263
EFI00	ENFINITY CENTRAL	06/12/2018	Regular	0.00	16,160.82	49264
EWI01	EWING IRRIGATION PRODUCTS	06/12/2018	Regular	0.00	256.72	49265
MIC02	GREEN AND CLEAN LANDSCAPING	06/12/2018	Regular	0.00	375.00	49266
HAR01	HARDWARE DISTRIBUTION	06/12/2018	Regular	0.00	599.74	49267
HEA01	HEALTHWISE SERVICES, LLC	06/12/2018	Regular	0.00	400.00	49268
KAI00	KAISER FOUNDATION HEALTH	06/12/2018	Regular	0.00	13,836.44	49269
COR11	MILTON CORTEZ	06/12/2018	Regular	0.00	40.00	49270
OFF01	OFFICE DEPOT	06/12/2018	Regular	0.00	102.36	49271
PPA02	PARLIER POLICE ASSO.	06/12/2018	Regular	0.00	1,800.00	49272
PET01	PETTY CASH FUND	06/12/2018	Regular	0.00	343.90	49273
PIT05	PITNEY BOWES INC	06/12/2018	Regular	0.00	613.03	49274
QUI02	QUILL CORPORATION	06/12/2018	Regular	0.00	114.42	49275
RIP01	REEDLEY IRRIGATION & SUPP	06/12/2018	Regular	0.00	42.01	49276
RHO01	RHODES INC.	06/12/2018	Regular	0.00	572.17	49277
SAN1R	SAN JOAQUIN VALLEY AIR	06/12/2018	Regular	0.00	264.00	49278
SEL01	SELECT BUSINESS SYSTEMS INC.	06/12/2018	Regular	0.00	25.40	49279
SYS00	SYSCO OF CENTRAL CALIFORNIA	06/12/2018	Regular	0.00	658.13	49280
TER01	TERMINIX PROCESSING CTR.	06/12/2018	Regular	0.00	78.00	49281

Check Report

Date Range: 06/01/2018 - 06/13/2018

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
SO 01	THE GAS CO.	06/12/2018	Regular	0.00	246.20	49282
THE05	THE OFFICE CITY	06/12/2018	Regular	0.00	286.62	49283
T-M00	T-MOBILE	06/12/2018	Regular	0.00	56.94	49284
USM01	U-SAVE MARKET	06/12/2018	Regular	0.00	482.49	49285
GON07	WALLY GONZALES	06/12/2018	Regular	0.00	62.07	49286
YAM01	YAMABE & HORN ENGINEERING INC.	06/12/2018	Regular	0.00	42,234.81	49287
	Void	06/12/2018	Regular	0.00	0.00	49288
DEL00	DE LAGE LANDEN FINANCIAL	06/13/2018	Regular	0.00	5,308.32	49289
DEL00	DE LAGE LANDEN FINANCIAL	06/13/2018	Regular	0.00	5,316.41	49290
GRA01	GRANTED SOLUTIONS	06/13/2018	Regular	0.00	6,621.00	49291
MID06	MID VALLEY PUBLISHING	06/13/2018	Regular	0.00	38.18	49292
RSG01	RSG, INC.	06/13/2018	Regular	0.00	246.25	49293
SMA02	SMARTSHEET, INC.	06/13/2018	Regular	0.00	900.00	49294
FRE07	THE FRESNO BEE	06/13/2018	Regular	0.00	604.20	49295
TOW02	TOWNSEND PUBLIC AFFAIRS, INC.	06/13/2018	Regular	0.00	2,500.00	49296
VOR01	VORTAL, INC.	06/13/2018	Regular	0.00	200.00	49297

Bank Code APBNK Summary

	Payable Count	Payment Count	Discount	Payment
Payment Type				
Regular Checks	123	68	0.00	321,802.06
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	123	70	0.00	321,802.06

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	123	68	0.00	321,802.06
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	123	70	0.00	321,802.06

Fund Summary

Fund	Name	Period	Amount
999	POOL FUND	6/2018	321,802.06
			321,802.06



CITY OF PARLIER

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
EOC01	EOC - FOOD PREPARATION CENTER	06/05/2018	Regular	0.00	3,116.59	49228
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>348</u>	Invoice	06/05/2018	SR CTR MEAL SUPPLIES 4-18	0.00	1,520.29	
	<u>100-5615-6504</u>		FOOD SERVICES		1,520.29	
<u>418</u>	Invoice	06/05/2018	SR CTR MEAL SUPPLIES 5-18	0.00	1,596.30	
	<u>100-5615-6504</u>		FOOD SERVICES		1,596.30	
SAL22	ALEXIS SALAZAR	06/05/2018	Regular	0.00	365.00	49229
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>11/10/2018</u>	Invoice	06/05/2018	SR CTR DEPOSIT 4/21/18	0.00	365.00	
	<u>100-23101</u>		COMMUNITY CENTER RE		400.00	
	<u>100-5617-45200</u>		COMMUNITY CENTER RE		-35.00	
ART01	ARTMAN PLUMBING	06/05/2018	Regular	0.00	111.00	49230
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>4/16/18</u>	Invoice	06/05/2018	REFUND CREDIT- BUS. LIC	0.00	111.00	
	<u>100-5300-6540</u>		MISCELLANEOUS EXPENS		111.00	
REY06	AURORA REYNA	06/05/2018	Regular	0.00	400.00	49231
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>5/19/18</u>	Invoice	06/05/2018	COMM CTR DEPOSIT 5/19/18	0.00	400.00	
	<u>100-23101</u>		COMMUNITY CENTER RE		400.00	
BAN01	BANKCARD CENTER	06/05/2018	Regular	0.00	4,179.81	49232
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>0103-4648-5-18</u>	Invoice	06/05/2018	CREDIT CARD EXPENSES 5-18	0.00	4,179.81	
	<u>100-5100-6503</u>		TRAVEL, MEETINGS & TR		-115.65	
	<u>100-5100-6503</u>		TRAVEL, MEETINGS & TR		1,624.35	
	<u>100-5100-6503</u>		TRAVEL, MEETINGS & TR		115.65	
	<u>100-5100-6503</u>		TRAVEL, MEETINGS & TR		115.65	
	<u>100-5200-6503</u>		TRAVEL, MEETINGS & TR		438.78	
	<u>100-5200-6503</u>		TRAVEL, MEETINGS & TR		115.65	
	<u>100-5200-6503</u>		TRAVEL, MEETINGS & TR		204.00	
	<u>100-5300-7003</u>		OFFICE EQUIP.		333.00	
	<u>269-6303-6001</u>		OPERATIONAL SUPPLIES		484.95	
	<u>269-6303-6001</u>		OPERATIONAL SUPPLIES		129.56	
	<u>400-5300-7003</u>		OFFICE EQUIPMENT		333.00	
	<u>400-5600-6002</u>		PARTS & SUPPLIES		67.87	
	<u>401-5300-7003</u>		OFFICE EQUIPMENT		333.00	
COM05	COMCAST	06/05/2018	Regular	0.00	495.77	49233

Check Report

Date Range: 06/01/2018 - 06/30/2018

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>6-17-18-1792</u>	Invoice	06/05/2018	CITY HALL SVCS 6-18	0.00	495.77	
<u>100-5200-6510</u>	TELEPHONE/DATA/PAGER	CITY HALL SVCS 6-18	99.15			
<u>100-5620-6510</u>	TELEPHONE/DATA/PAGER	CITY HALL SVCS 6-18	99.15			
<u>100-5700-6510</u>	TELEPHONE/DATA/PAGER	CITY HALL SVCS 6-18	99.15			
<u>400-5300-6510</u>	TELEPHONE/DATA & PAG	CITY HALL SVCS 6-18	99.16			
<u>401-5300-6510</u>	TELEPHONE/ DATA/PAGE	CITY HALL SVCS 6-18	99.16			
DIA11	DIAMOND COMMUNICATIONS	06/05/2018	Regular	0.00	1,025.00	49234
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>216049</u>	Invoice	06/05/2018	CITY HALL ALARM 6-18	0.00	240.00	
<u>100-5200-6520</u>	PROFESSIONAL SERVICES/	CITY HALL ALARM 6-18	34.28			
<u>100-5617-6520</u>	PROFESSIONAL SERVICES/	CITY HALL ALARM 6-18	34.28			
<u>100-5620-6520</u>	PROFESSIONAL SERVICES/	CITY HALL ALARM 6-18	34.29			
<u>100-5700-6520</u>	PROFESSIONAL SERVICES/	CITY HALL ALARM 6-18	34.29			
<u>400-5300-6520</u>	PROFESSIONAL SERVICES/	CITY HALL ALARM 6-18	34.28			
<u>401-5300-6520</u>	PROFESSIONAL SERVICES/	CITY HALL ALARM 6-18	34.29			
<u>401-5600-6520</u>	PROFESSIONAL SERVICES	CITY HALL ALARM 6-18	34.29			
<u>216050</u>	Invoice	06/05/2018	741 TULARE ALARM 6-18	0.00	80.00	
<u>100-5620-6520</u>	PROFESSIONAL SERVICES/	741 TULARE ALARM 6-18	80.00			
<u>216051</u>	Invoice	06/05/2018	690 NEWMARK ALARM 6-18	0.00	170.00	
<u>100-5615-6520</u>	PROFESSIONAL SERVICES/	690 NEWMARK ALARM 6-18	170.00			
<u>216052</u>	Invoice	06/05/2018	580 TULARE ALARM 6-18	0.00	160.00	
<u>100-5620-6520</u>	PROFESSIONAL SERVICES/	580 TULARE ALARM 6-18	160.00			
<u>216053</u>	Invoice	06/05/2018	8000 MENDOCINO ALARM 6-18	0.00	90.00	
<u>269-6303-6520</u>	PROFESSIONAL SERVICES/	8000 MENDOCINO ALARM 6-18	90.00			
<u>216054</u>	Invoice	06/05/2018	745 TULARE ALARM 6-18	0.00	170.00	
<u>100-5618-6520</u>	PROFESSIONAL SERVICES	745 TULARE ALARM 6-18	170.00			
<u>216055</u>	Invoice	06/05/2018	POOL ALARM 6-18	0.00	80.00	
<u>100-5616-6520</u>	PROFESSIONAL SERVICES	POOL ALARM 6-18	80.00			
<u>216056</u>	Invoice	06/05/2018	POOL EQUIP. ALARM 6-18	0.00	35.00	
<u>100-5616-6520</u>	PROFESSIONAL SERVICES	POOL EQUIP. ALARM 6-18	35.00			
EIN01	EINERSON'S PREPRESS	06/05/2018	Regular	0.00	1,522.52	49235
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>16196</u>	Invoice	06/05/2018	UTILITY BILL ENVELOPES	0.00	851.25	
<u>400-5300-6000</u>	OFFICE SUPPLIES - FIN	UTILITY BILL ENVELOPES	283.75			
<u>401-5300-6000</u>	OFFICE SUPPLIES	UTILITY BILL ENVELOPES	283.75			
<u>402-5300-6000</u>	OFFICE SUPPLIES	UTILITY BILL ENVELOPES	283.75			
<u>16197</u>	Invoice	06/05/2018	UTILITY BILL ENVELOPES	0.00	357.23	
<u>400-5300-6000</u>	OFFICE SUPPLIES - FIN	UTILITY BILL ENVELOPES	119.08			
<u>401-5300-6000</u>	OFFICE SUPPLIES	UTILITY BILL ENVELOPES	119.08			
<u>402-5300-6000</u>	OFFICE SUPPLIES	UTILITY BILL ENVELOPES	119.07			
<u>16198</u>	Invoice	06/05/2018	PUBLIC NOTICE ENVELOPES	0.00	314.04	
<u>100-5200-6000</u>	OFFICE SUPPLIES	PUBLIC NOTICE ENVELOPES	314.04			
FOR03	FORD MOTOR CREDIT COMPANY LLC	06/05/2018	Regular	0.00	46,888.45	49236
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>6785503</u>	Invoice	06/04/2018	PATROL CARS LEASE PYMT 1	0.00	46,888.45	
<u>102-5400-7002</u>	VEH PURCHASE/LEASE	PATROL CARS LEASE PYMT 1	46,888.45			
MID03	MID VALLEY DISPOSAL LLC	06/05/2018	Regular	0.00	141,244.66	49237

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
APRIL 2018	Invoice	06/05/2018	DISPOSAL SVCS 4-18	0.00	70,746.33	
	<u>100-5000-41119</u>		GARBAGE FRANCHISE		-5,668.08	
	<u>100-5000-41119</u>		GARBAGE FRANCHISE		-462.35	
	<u>402-5300-6514</u>		GARBAGE SERVICES		80,972.61	
	<u>402-7100-41119</u>		GARBAGE SURCHARGE FE		-2,429.18	
	<u>402-7100-45406</u>		ADMINISTRATIVE FEES		-1,666.67	
MARCH 2018	Invoice	06/05/2018	DISPOSAL SVCS 3-18	0.00	70,498.33	
	<u>100-5000-41119</u>		GARBAGE FRANCHISE		-5,648.79	
	<u>100-5000-41119</u>		GARBAGE FRANCHISE		-462.35	
	<u>402-5300-6514</u>		GARBAGE SERVICES		80,697.05	
	<u>402-7100-41119</u>		GARBAGE SURCHARGE FE		-2,420.91	
	<u>402-7100-45406</u>		ADMINISTRATIVE FEES		-1,666.67	
NAS01	NASR SYLVIA	06/05/2018	Regular	0.00	200.00	49238
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
5/1/18	Invoice	06/05/2018	SR CTR DEPOSIT 5/1/18	0.00	200.00	
	<u>100-23101</u>		COMMUNITY CENTER RE		200.00	
OUR00	OUR LADY OF SORROWS	06/05/2018	Regular	0.00	400.00	49239
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
5/5/18	Invoice	06/05/2018	COMM. CTR DEPOSIT 5/5/18	0.00	400.00	
	<u>100-23101</u>		COMMUNITY CENTER RE		400.00	
PAY01	PAY PLUS BENEFITS, INC.	06/05/2018	Regular	0.00	107.00	49240
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
16898	Invoice	06/05/2018	CALPERS REPORTING 6-18	0.00	107.00	
	<u>100-5200-6520</u>		PROFESSIONAL SERVICES/		11.89	
	<u>100-5400-6520</u>		PROFESSIONAL SERVICES/		11.89	
	<u>100-5620-6520</u>		PROFESSIONAL SERVICES/		11.89	
	<u>100-5700-6520</u>		PROFESSIONAL SERVICES/		11.89	
	<u>269-6303-6520</u>		PROFESSIONAL SERVICES/		11.89	
	<u>400-5300-6520</u>		PROFESSIONAL SERVICES/		11.88	
	<u>400-5600-6520</u>		PROFESSIONAL SERVICES/		11.89	
	<u>401-5300-6520</u>		PROFESSIONAL SERVICES/		11.89	
	<u>401-5600-6520</u>		PROFESSIONAL SERVICES		11.89	
PRO01	PROVOST & PRITCHARD CONSULTING GROUP	06/05/2018	Regular	0.00	5,489.44	49241
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
68263	Invoice	06/05/2018	ON CALL PLANNING 4-18	0.00	3,617.44	
	<u>100-5700-6520</u>		PROFESSIONAL SERVICES/		3,617.44	
68264	Invoice	06/05/2018	PUNJABI TRAINING CTR	0.00	1,476.00	
	<u>100-5700-6520</u>		PROFESSIONAL SERVICES/		1,476.00	
68265	Invoice	06/05/2018	ORCHARD APTS SPR 4-18	0.00	396.00	
	<u>100-5700-6520</u>		PROFESSIONAL SERVICES/		396.00	
SAL06	SALAZAR TERESA	06/05/2018	Regular	0.00	240.00	49242
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
5/25/18	Invoice	06/05/2018	SR CTR DEPOSIT 5/25/18	0.00	240.00	
	<u>100-23101</u>		COMMUNITY CENTER RE		200.00	
	<u>100-5617-45200</u>		COMMUNITY CENTER RE		40.00	
TCM01	TCM INVESTMENTS LP	06/05/2018	Regular	0.00	253.38	49243

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>141898</u>	Invoice	06/05/2018	FOLDING MACHINE 6-18	0.00	253.38	
	<u>400-5300-6520</u>		PROFESSIONAL SERVICES/		84.46	
	<u>401-5300-6520</u>		PROFESSIONAL SERVICES/		84.46	
	<u>402-5300-6520</u>		PROFESSIONAL SERVICES		84.46	
TYL00	TYLER TECHNOLOGIES, INC.	06/05/2018	Regular	0.00	96.00	49244
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>025-225018</u>	Invoice	06/05/2018	U.B. ONLINE SVCS 6-18	0.00	96.00	
	<u>400-5300-6520</u>		PROFESSIONAL SERVICES/		32.00	
	<u>401-5300-6520</u>		PROFESSIONAL SERVICES/		32.00	
	<u>402-5300-6520</u>		PROFESSIONAL SERVICES		32.00	
AUT01	AUTO ZONE	06/07/2018	Regular	0.00	309.52	49245
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>3758461129</u>	Invoice	06/06/2018	PD UNITS REPAIRS	0.00	6.94	
	<u>100-5400-6532</u>		VEHICLE MAINTENANCE		6.94	
<u>3758529418</u>	Invoice	06/06/2018	PD UNITS REPAIRS	0.00	33.43	
	<u>100-5400-6532</u>		VEHICLE MAINTENANCE		33.43	
<u>3758558959</u>	Invoice	06/06/2018	PD UNITS REPAIRS	0.00	33.46	
	<u>100-5400-6532</u>		VEHICLE MAINTENANCE		33.46	
<u>3758558960</u>	Invoice	06/06/2018	PD UNITS REPAIRS	0.00	167.31	
	<u>100-5400-6532</u>		VEHICLE MAINTENANCE		167.31	
<u>3758573408</u>	Invoice	06/06/2018	PD UNITS REPAIRS	0.00	45.62	
	<u>100-5400-6532</u>		VEHICLE MAINTENANCE		45.62	
<u>3758594244</u>	Invoice	06/06/2018	PD UNITS REPAIRS	0.00	22.76	
	<u>100-5400-6532</u>		VEHICLE MAINTENANCE		22.76	
BAN01	BANKCARD CENTER	06/07/2018	Regular	0.00	569.84	49246
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>0062-3854-5-18</u>	Invoice	06/06/2018	PW PURCHASES 5-18	0.00	350.97	
	<u>400-5600-6002</u>		PARTS & SUPPLIES		27.90	
	<u>401-5600-6002</u>		PARTS SUPPLIES		25.99	
	<u>401-5600-6503</u>		TRAVEL, MEETINGS & TR		-27.90	
	<u>401-5600-6510</u>		TELEPHONE/DATA/PAGER		324.98	
<u>0106-5584-5-18</u>	Invoice	06/06/2018	PD MISC. PURCHAS 5-18	0.00	218.87	
	<u>100-5200-6538</u>		COMMUNITY PROMO		64.79	
	<u>100-5400-6538</u>		COMMUNITY PROMO		154.08	
FRI01	DANIEL LESLIE FRIES	06/07/2018	Regular	0.00	1,419.00	49247
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>5-18</u>	Invoice	06/06/2018	PROPERTY ROOM PROJECT	0.00	1,419.00	
	<u>100-5400-6520</u>		PROFESSIONAL SERVICES/		1,419.00	
A-C00	A-C ELECTRIC COMPANY	06/12/2018	Regular	0.00	250.00	49248
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>432303</u>	Invoice	06/12/2018	WWTP HEADWORKS REPAIRS	0.00	250.00	
	<u>401-5600-6520</u>		PROFESSIONAL SERVICES		250.00	
ADP00	ADP, INC.	06/12/2018	Regular	0.00	622.12	49249

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>515432708</u>	Invoice	06/12/2018	PAYROLL PROCESS 5/25	0.00	622.12	
	<u>100-5100-6520</u>		PROFESSIONAL SERVICES/ PAYROLL PROCESS 5/25		52.57	
	<u>100-5200-6520</u>		PROFESSIONAL SERVICES/ PAYROLL PROCESS 5/25		17.52	
	<u>100-5300-6520</u>		PROFESSIONAL SERVICES/ PAYROLL PROCESS 5/25		8.76	
	<u>100-5400-6520</u>		PROFESSIONAL SERVICES/ PAYROLL PROCESS 5/25		184.01	
	<u>100-5410-6520</u>		PROFESSIONAL SERVICES/ PAYROLL PROCESS 5/25		8.76	
	<u>100-5610-6520</u>		PROFESSIONAL SERVICES/ PAYROLL PROCESS 5/25		8.76	
	<u>100-5617-6520</u>		PROFESSIONAL SERVICES/ PAYROLL PROCESS 5/25		26.29	
	<u>100-5620-6520</u>		PROFESSIONAL SERVICES/ PAYROLL PROCESS 5/25		26.29	
	<u>100-5700-6520</u>		PROFESSIONAL SERVICES/ PAYROLL PROCESS 5/25		17.52	
	<u>203-5600-6520</u>		PROFESSIONAL SERVICES/ PAYROLL PROCESS 5/25		17.52	
	<u>206-5600-6520</u>		PROFESSIONAL SERVICES/ PAYROLL PROCESS 5/25		8.76	
	<u>213-5600-6520</u>		PROFESSIONAL SERVICES/ PAYROLL PROCESS 5/25		8.76	
	<u>269-6303-6520</u>		PROFESSIONAL SERVICES/ PAYROLL PROCESS 5/25		131.48	
	<u>400-5300-6520</u>		PROFESSIONAL SERVICES/ PAYROLL PROCESS 5/25		17.52	
	<u>400-5600-6520</u>		PROFESSIONAL SERVICES/ PAYROLL PROCESS 5/25		17.52	
	<u>401-5300-6520</u>		PROFESSIONAL SERVICES/ PAYROLL PROCESS 5/25		17.52	
	<u>401-5600-6520</u>		PROFESSIONAL SERVICES/ PAYROLL PROCESS 5/25		17.52	
	<u>402-5300-6520</u>		PROFESSIONAL SERVICES/ PAYROLL PROCESS 5/25		17.52	
	<u>602-8100-6520</u>		PROFESSIONAL SERVICES/ PAYROLL PROCESS 5/25		17.52	
	Void	06/12/2018	Regular	0.00	0.00	49250
ALB02	ALBERT L. MENDEZ AIR CONDITIONING & HEAT	06/12/2018	Regular	0.00	772.99	49251
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>2696</u>	Invoice	06/12/2018	COOLING CTR A/C SERVICES	0.00	317.99	
	<u>100-5618-6520</u>		PROFESSIONAL SERVICES/ COOLING CTR A/C SERVICES		317.99	
<u>2698</u>	Invoice	06/12/2018	CITY HALL A/C SERVICES	0.00	340.00	
	<u>100-5620-6520</u>		PROFESSIONAL SERVICES/ CITY HALL A/C SERVICES		340.00	
<u>2699</u>	Invoice	06/12/2018	COMM. CTR A/C SERVICES	0.00	115.00	
	<u>100-5617-6520</u>		PROFESSIONAL SERVICES/ COMM. CTR A/C SERVICES		115.00	
ALT01	ALTA MONTCLAIR/EBSA	06/12/2018	Regular	0.00	100.00	49252
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>5/12-5/25/18</u>	Invoice	06/12/2018	457 DEFERRED COMP 5/31	0.00	100.00	
	<u>100-22210</u>		457 DEFERRED COMPENS 457 DEFERRED COMP 5/31		100.00	
ASB01	ASBURY ENVIRONMENTAL SERVICES	06/12/2018	Regular	0.00	75.00	49253
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1500-00323239</u>	Invoice	06/12/2018	DISPOSAL SERVICES	0.00	75.00	
	<u>400-5600-6520</u>		PROFESSIONAL SERVICES/ DISPOSAL SERVICES		75.00	
BEL05	BELKNAP PUMP CO INC.	06/12/2018	Regular	0.00	190.00	49254
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>29566</u>	Invoice	06/12/2018	MERCED ST BASIN REPAIRS	0.00	190.00	
	<u>401-5600-6520</u>		PROFESSIONAL SERVICES/ MERCED ST BASIN REPAIRS		190.00	
BIG01	BIG VAL'S AUTO PARTS, INC	06/12/2018	Regular	0.00	235.42	49255
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>750619</u>	Invoice	06/12/2018	FIRE HYDRANT PARTS	0.00	20.28	
	<u>400-5600-6002</u>		PARTS & SUPPLIES/ FIRE HYDRANT PARTS		20.28	
<u>751220</u>	Invoice	06/12/2018	UNIT #528 MAINTENANCE	0.00	13.11	
	<u>401-5600-6532</u>		VEHICLE MAINTENANCE/ UNIT #528 MAINTENANCE		13.11	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<u>751238</u>	Invoice	06/12/2018	UNIT 113 MAINTENANCE	0.00	14.11	
	<u>400-5600-6002</u>		PARTS & SUPPLIES		14.11	
<u>751606</u>	Invoice	06/12/2018	UNIT #113 MAINTENANCE	0.00	187.92	
	<u>400-5600-6002</u>		PARTS & SUPPLIES		187.92	
BRE14	BRENNTAG PACIFIC, INC.	06/12/2018	Regular	0.00	656.88	49256
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>BPI844201</u>	Invoice	06/12/2018	CHLORINE SWIMMING POOL	0.00	656.88	
	<u>100-5616-6002</u>		PARTS SUPPLIES		656.88	
CEN19	CENTRAL SANITARY SUPPLY	06/12/2018	Regular	0.00	1,118.93	49257
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>883971</u>	Invoice	06/12/2018	PARKS SUPPLIES	0.00	336.45	
	<u>100-5610-6002</u>		PARTS & SUPPLIES		336.45	
<u>883973</u>	Invoice	06/12/2018	ALL FACILITIES SUPPLIES	0.00	167.25	
	<u>100-5200-6002</u>		PARTS SUPPLIES		8.37	
	<u>100-5615-6002</u>		PARTS SUPPLIES		33.45	
	<u>100-5617-6002</u>		PARTS SUPPLIES		33.45	
	<u>100-5618-6002</u>		PARTS SUPPLIES		33.45	
	<u>100-5700-6002</u>		PARTS SUPPLIES		8.36	
	<u>231-5700-6545</u>		Contractors		8.36	
	<u>400-5300-6002</u>		PARTS SUPPLIES		8.36	
	<u>400-5600-6002</u>		PARTS & SUPPLIES		16.73	
	<u>401-5600-6002</u>		PARTS SUPPLIES		16.72	
<u>883975</u>	Invoice	06/12/2018	PARKS SUPPLIES	0.00	337.85	
	<u>100-5610-6002</u>		PARTS & SUPPLIES		247.85	
	<u>400-5600-6002</u>		PARTS & SUPPLIES		90.00	
<u>884025</u>	Invoice	06/12/2018	COMM CENTER SUPPLIES	0.00	3.56	
	<u>100-5617-6002</u>		PARTS SUPPLIES		3.56	
<u>885801</u>	Invoice	06/12/2018	COMM CENTER SUPPLIES	0.00	273.82	
	<u>100-5615-6002</u>		PARTS SUPPLIES		136.91	
	<u>100-5617-6002</u>		PARTS SUPPLIES		136.91	
CEN02	CENTRAL VALLEY LOCK & SAFE INC.	06/12/2018	Regular	0.00	953.55	49258
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>52550</u>	Invoice	06/12/2018	REKEY MASTER PADLOCKS	0.00	165.00	
	<u>400-5600-6520</u>		PROFESSIONAL SERVICES/		82.50	
	<u>401-5600-6520</u>		PROFESSIONAL SERVICES		82.50	
<u>52551</u>	Invoice	06/12/2018	REKEY CITY HALL DOORS	0.00	439.69	
	<u>100-5200-6520</u>		PROFESSIONAL SERVICES/		146.57	
	<u>100-5700-6520</u>		PROFESSIONAL SERVICES/		146.56	
	<u>400-5300-6520</u>		PROFESSIONAL SERVICES/		146.56	
<u>52552</u>	Invoice	06/12/2018	REKEY COMM CTR DOORS	0.00	348.86	
	<u>100-5617-6520</u>		PROFESSIONAL SERVICES/		348.86	
CIT22	CITY OF PARLIER	06/12/2018	Regular	0.00	3,333.33	49259
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>INVO2498</u>	Invoice	06/12/2018	ADMIN FEES PRESCHOOL 5-18	0.00	3,333.33	
	<u>269-6303-6542</u>		ADMIN FEES - CITY OF PA		3,333.33	
CIT22	CITY OF PARLIER	06/12/2018	Regular	0.00	444.17	49260

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>8000-6/25/18</u>	Invoice	06/12/2018	PRESCHOOL UTILITY 6-18	0.00	444.17	
	<u>269-6303-6514</u>		UTILITIES - WATER		444.17	
COM05	COMCAST	06/12/2018	Regular	0.00	725.91	49261
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>6/3/18-1293</u>	Invoice	06/12/2018	PRESCHOOL SVCS 6-18	0.00	725.91	
	<u>269-6303-6510</u>		TELEPHONE/DATA/PAGER		725.91	
CUM01	CUMMINS PACIFIC, LLC	06/12/2018	Regular	0.00	642.58	49262
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>022-4725</u>	Invoice	06/12/2018	WELL 9A REPAIRS	0.00	647.20	
	<u>400-5600-6520</u>		PROFESSIONAL SERVICES/ WELL 9A REPAIRS		647.20	
<u>022-96609</u>	Credit Memo	06/12/2018	ACCOUNT CREDIT 022-4725	0.00	-4.62	
	<u>400-5600-6520</u>		PROFESSIONAL SERVICES/ ACCOUNT CREDIT 022-4725		-4.62	
EIN01	EINERSON'S PREPRESS	06/12/2018	Regular	0.00	1,862.57	49263
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>16201</u>	Invoice	06/12/2018	2017 CCR'S	0.00	1,862.57	
	<u>400-5600-6520</u>		PROFESSIONAL SERVICES/ 2017 CCR'S		1,862.57	
EF100	ENFINITY CENTRAL	06/12/2018	Regular	0.00	16,160.82	49264
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002340</u>	Invoice	06/12/2018	WWTP ELECTRICITY 5-18	0.00	16,160.82	
	<u>401-5600-6512</u>		ELECTRICITY		16,160.82	
EWI01	EWING IRRIGATION PRODUCTS	06/12/2018	Regular	0.00	256.72	49265
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>5463367</u>	Invoice	06/12/2018	LANDSCAPE SUPPLIES	0.00	256.72	
	<u>213-5600-6002</u>		PARTS SUPPLIES		256.72	
MIC02	GREEN AND CLEAN LANDSCAPING	06/12/2018	Regular	0.00	375.00	49266
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>3209</u>	Invoice	06/12/2018	CENTER LAWN SVCS 5-18	0.00	375.00	
	<u>269-6303-6001</u>		OPERATIONAL SUPPLIES		375.00	
HAR01	HARDWARE DISTRIBUTION	06/12/2018	Regular	0.00	599.74	49267
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV-000187</u>	Invoice	06/12/2018	STREET SIGN PARTS	0.00	599.74	
	<u>200-5600-6002</u>		PARTS & SUPPLIES		599.74	
HEA01	HEALTHWISE SERVICES, LLC	06/12/2018	Regular	0.00	400.00	49268
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>0000031734</u>	Invoice	06/12/2018	SHARP CONTAINER 5-18	0.00	400.00	
	<u>100-5200-6520</u>		PROFESSIONAL SERVICES/ SHARP CONTAINER 5-18		200.00	
	<u>100-5616-6520</u>		PROFESSIONAL SERVICES		200.00	
KA100	KAISER FOUNDATION HEALTH	06/12/2018	Regular	0.00	13,836.44	49269

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>644006-6-18</u>	Invoice	06/12/2018	HEALTH INSURANCE 6-18	0.00	13,836.44	
	<u>100-22197</u>		EMPLOYEE MEDICAL INS. EMPLOYEES' PORTION		2,779.10	
	<u>100-5300-5011</u>		INSURANCE-MED,DEN,VIS HEALTH INSURANCE 6-18		99.74	
	<u>100-5400-5011</u>		INSURANCE-MED,DEN,VIS HEALTH INSURANCE 6-18		3,997.42	
	<u>100-5410-5011</u>		INSURANCE-MED, DEN, V HEALTH INSURANCE 6-18		332.42	
	<u>100-5610-5011</u>		INSURANCE-MED,DEN,VIS HEALTH INSURANCE 6-18		57.34	
	<u>203-5600-5011</u>		INSURANCE-MED,DEN,VIS HEALTH INSURANCE 6-18		345.38	
	<u>206-5600-5011</u>		INSURANCE-MED,DEN,VIS HEALTH INSURANCE 6-18		345.38	
	<u>269-6303-5011</u>		INSURANCE-MED,DEN,VIS HEALTH INSURANCE 6-18		1,379.41	
	<u>400-5300-5011</u>		INSURANCE- MED, DEN, V HEALTH INSURANCE 6-18		721.20	
	<u>400-5600-5011</u>		INSURANCE- MED, DEN, V HEALTH INSURANCE 6-18		1,518.50	
	<u>401-5300-5011</u>		INSURANCE-MED,DEN,VIS HEALTH INSURANCE 6-18		721.20	
	<u>401-5600-5011</u>		INSURANCE-MED,DEN,VIS HEALTH INSURANCE 6-18		1,216.13	
	<u>402-5300-5011</u>		INSURANCE-MED, DEN,VI HEALTH INSURANCE 6-18		273.36	
	<u>602-8100-5011</u>		INSURANCE-MED,DEN,VIS HEALTH INSURANCE 6-18		49.86	
COR11	MILTON CORTEZ	06/12/2018	Regular	0.00	40.00	49270
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>5/30/18</u>	Invoice	06/12/2018	UNIT # 511 PARTS	0.00	40.00	
	<u>100-5620-6532</u>		VEHICLE MAINTENANCE UNIT # 511 PARTS		40.00	
OFF01	OFFICE DEPOT	06/12/2018	Regular	0.00	102.36	49271
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>142874222001</u>	Invoice	06/12/2018	FINANCE OFFICE SUPPLIES	0.00	102.36	
	<u>400-5300-6000</u>		OFFICE SUPPLIES - FIN FINANCE OFFICE SUPPLIES		51.18	
	<u>402-5300-6000</u>		OFFICE SUPPLIES FINANCE OFFICE SUPPLIES		51.18	
PPA02	PARLIER POLICE ASSO.	06/12/2018	Regular	0.00	1,800.00	49272
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>5-18</u>	Invoice	06/12/2018	PPOA DUES PD DATES	0.00	1,800.00	
	<u>100-22196</u>		PPOA DUES WITHHELD PPOA DUES PD DATES 5-03		550.00	
	<u>100-22196</u>		PPOA DUES WITHHELD PPOA DUES PD DATES 5-17		550.00	
	<u>100-22196</u>		PPOA DUES WITHHELD PPOA DUES PD DATES 5-31		700.00	
PET01	PETTY CASH FUND	06/12/2018	Regular	0.00	343.90	49273
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>APRIL-MAY 2018</u>	Invoice	06/12/2018	PETTY CASH REIMBURSEMENT	0.00	343.90	
	<u>100-5100-6503</u>		TRAVEL, MEETINGS & TR MILEAGE REIMBURSMENT		74.99	
	<u>100-5200-6503</u>		TRAVEL, MEETINGS & TR MEETING REIMBURSEMENT		25.12	
	<u>100-5200-6503</u>		TRAVEL, MEETINGS & TR MILEAGE REIMBURSMENT		103.55	
	<u>100-5600-6503</u>		TRAVEL, MEETINGS & TR TRAINING REIMBURSEMENT		42.08	
	<u>100-5615-6504</u>		FOOD SERVICES SENIOR MEALS		38.15	
	<u>100-5615-6504</u>		FOOD SERVICES SENIOR MEALS		15.76	
	<u>100-5700-6503</u>		TRAVEL, MEETINGS & TR MILEAGE REIMBURSMENT		28.99	
	<u>400-5300-6011</u>		FUEL MILEAGE REIMBURSMENT		15.26	
PIT05	PITNEY BOWES INC	06/12/2018	Regular	0.00	613.03	49274

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>3102189139</u>	Invoice	06/12/2018	POSTAGE MACHINE 2ND QTR	0.00	613.03	
<u>100-5200-6541</u>	LEASE CONTRACTS		POSTAGE MACHINE 2ND QTR		87.57	
<u>100-5400-6541</u>	LEASE CONTRACTS		POSTAGE MACHINE 2ND QTR		87.57	
<u>100-5700-6541</u>	LEASE CONTRACTS		POSTAGE MACHINE 2ND QTR		87.57	
<u>400-5300-6541</u>	LEASE CONTRACTS		POSTAGE MACHINE 2ND QTR		87.58	
<u>400-5600-6541</u>	LEASE CONTRACTS		POSTAGE MACHINE 2ND QTR		87.58	
<u>401-5300-6541</u>	LEASE CONTRACTS		POSTAGE MACHINE 2ND QTR		87.58	
<u>401-5600-6541</u>	LEASE CONTRACTS		POSTAGE MACHINE 2ND QTR		87.58	
QUI02	QUILL CORPORATION	06/12/2018	Regular	0.00	114.42	49275
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>7488663</u>	Invoice	06/12/2018	PW OFFICE SUPPLIES	0.00	114.42	
<u>401-5600-6000</u>	OFFICE SUPPLIES		PW OFFICE SUPPLIES		114.42	
RIP01	REEDLEY IRRIGATION & SUPP	06/12/2018	Regular	0.00	42.01	49276
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>RIS-POS01-502</u>	Invoice	06/12/2018	WATER METER SUPPLIES	0.00	22.96	
<u>400-5600-6002</u>	PARTS & SUPPLIES		WATER METER SUPPLIES		22.96	
<u>RIS-POS02-5711</u>	Invoice	06/12/2018	LANDSCAPE SUPPLIES	0.00	19.05	
<u>213-5600-6002</u>	PARTS SUPPLIES		LANDSCAPE SUPPLIES		19.05	
RHO01	RHODES INC.	06/12/2018	Regular	0.00	572.17	49277
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>15878</u>	Invoice	06/12/2018	FUEL- RED DIESEL	0.00	572.17	
<u>401-5600-6011</u>	FUEL		FUEL- RED DIESEL		572.17	
SAN1R	SAN JOAQUIN VALLEY AIR	06/12/2018	Regular	0.00	264.00	49278
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>C277841</u>	Invoice	06/12/2018	ANNUAL PERMIT FEES 18/19	0.00	264.00	
<u>401-5600-6520</u>	PROFESSIONAL SERVICES		ANNUAL PERMIT FEES 18/19		264.00	
SEL01	SELECT BUSINESS SYSTEMS INC.	06/12/2018	Regular	0.00	25.40	49279
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>257508</u>	Invoice	06/12/2018	TONER- SENIOR CENTER	0.00	12.45	
<u>100-5615-6002</u>	PARTS SUPPLIES		TONER- SENIOR CENTER		12.45	
<u>263502</u>	Invoice	06/12/2018	TONER-SENIOR CENTER	0.00	12.95	
<u>100-5615-6002</u>	PARTS SUPPLIES		TONER-SENIOR CENTER		12.95	
SYS00	SYSCO OF CENTRAL CALIFORNIA	06/12/2018	Regular	0.00	658.13	49280
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>184613539</u>	Invoice	06/12/2018	PRESCHOOL MEAL SUPPLIES	0.00	658.13	
<u>269-6303-6504</u>	FOOD SERVICES		PRESCHOOL MEAL SUPPLIES		658.13	
TER01	TERMINIX PROCESSING CTR.	06/12/2018	Regular	0.00	78.00	49281
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>375804775</u>	Invoice	06/12/2018	PRESCHOOL SVCS 5-18	0.00	78.00	
<u>269-6303-6540</u>	MISCELLANEOUS EXPENS		PRESCHOOL SVCS 5-18		78.00	
SO 01	THE GAS CO.	06/12/2018	Regular	0.00	246.20	49282

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>5-18</u>	Invoice	06/12/2018	UTILITY SERVICES 5-18	0.00	246.20	
	<u>100-5400-6513</u>	GAS	8770 S MENDOCINO AVE		40.99	
	<u>100-5615-6513</u>	GAS	690 S NEWMARK		8.70	
	<u>100-5617-6513</u>	GAS	1100 E PARLIER AVE		93.15	
	<u>100-5620-6513</u>	GAS	580 TULARE ST		15.78	
	<u>100-5620-6513</u>	GAS	741.5 TULARE AVE		17.77	
	<u>100-5620-6513</u>	GAS	741 TULARE ST		18.38	
	<u>269-6303-6513</u>	GAS	8000 S MENDOCINO		51.43	
THE05	THE OFFICE CITY	06/12/2018	Regular	0.00	286.62	49283
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>IN-1506639</u>	Invoice	06/12/2018	PW OFFICE SUPPLIES	0.00	286.62	
	<u>400-5600-6002</u>	PARTS & SUPPLIES	PW OFFICE SUPPLIES		286.62	
T-M00	T-MOBILE	06/12/2018	Regular	0.00	56.94	49284
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>5/19/2018</u>	Invoice	06/12/2018	WELL 9 SVCS 4/19-5/18/18	0.00	56.94	
	<u>400-5600-6510</u>	TELEPHONE/DATA/PAGER	WELL 9 SVCS 4/19-5/18/18		56.94	
USM01	U-SAVE MARKET	06/12/2018	Regular	0.00	482.49	49285
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>6/4/18</u>	Invoice	06/12/2018	PRESCHOOL MEAL SUPPLIES	0.00	174.29	
	<u>269-6303-6504</u>	FOOD SERVICES	PRESCHOOL MEAL SUPPLIES		174.29	
<u>6/6/18</u>	Invoice	06/12/2018	PRESCHOOL MEAL SUPPLIES	0.00	158.23	
	<u>269-6303-6504</u>	FOOD SERVICES	PRESCHOOL MEAL SUPPLIES		158.23	
<u>6/8/18</u>	Invoice	06/12/2018	PRESCHOOL MEAL SUPPLIES	0.00	149.97	
	<u>269-6303-6504</u>	FOOD SERVICES	PRESCHOOL MEAL SUPPLIES		149.97	
GON07	WALLY GONZALES	06/12/2018	Regular	0.00	62.07	49286
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>5/29/18-5/31/18</u>	Invoice	06/12/2018	MILEAGE REIMBURSEMENT	0.00	25.15	
	<u>100-5700-6011</u>	FUEL	MILEAGE REIMBURSEMENT		25.15	
<u>6/4/18-6/7/18</u>	Invoice	06/12/2018	MILEAGE REIMBURSEMENT	0.00	36.92	
	<u>100-5700-6011</u>	FUEL	MILEAGE REIMBURSEMENT		36.92	
YAM01	YAMABE & HORN ENGINEERING INC.	06/12/2018	Regular	0.00	42,234.81	49287
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>40060</u>	Invoice	06/12/2018	TRACT 5607 PHASE 1	0.00	617.50	
	<u>100-5700-6519</u>	ENGINEERING FEES	TRACT 5607 PHASE 1		617.50	
<u>40061</u>	Invoice	06/12/2018	GENERAL FUND ACCOUNT	0.00	160.00	
	<u>100-5200-6519</u>	ENGINEERING FEES	GENERAL FUND ACCOUNT		160.00	
<u>40062</u>	Invoice	06/12/2018	2015-16 PW ACCOUNT	0.00	100.00	
	<u>100-5600-6519</u>	ENGINEERING FEES	2015-16 PW ACCOUNT		100.00	
<u>40063</u>	Invoice	06/12/2018	COMM. DEV ACCOUNT	0.00	1,097.50	
	<u>100-5700-6519</u>	ENGINEERING FEES	COMM. DEV ACCOUNT		1,097.50	
<u>40064</u>	Invoice	06/12/2018	2015-16 GENERAL WATER	0.00	780.00	
	<u>400-5600-6519</u>	ENGINEERING FEES	2015-16 GENERAL WATER		780.00	
<u>40065</u>	Invoice	06/12/2018	2015-16 GENERAL SEWER	0.00	360.00	
	<u>401-5600-6519</u>	ENGINEERING FEES	2015-16 GENERAL SEWER		360.00	
<u>40066</u>	Invoice	06/12/2018	HERITAGE PARK ADMIN	0.00	11,866.31	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>211-5600-6519</u>	ENGINEERING FEES	HERITAGE PARK ADMIN		11,866.31	
<u>40067</u>	Invoice	06/12/2018	MANNING AVE SRTS-ATP	0.00	240.00	
	<u>223-5600-7023</u>	MANNING CURB, GUTTER	MANNING AVE SRTS-ATP		240.00	
<u>40068</u>	Invoice	06/12/2018	MANNING AVE WESTBOUND	0.00	2,670.00	
	<u>218-5600-7001</u>	CAPITAL PROJECT	MANNING AVE WESTBOUND		2,670.00	
<u>40069</u>	Invoice	06/12/2018	MANNING-ZEDIKER INTERS.	0.00	8,694.75	
	<u>219-5600-7021</u>	MANNING AVE/ZEDIKER	MANNING-ZEDIKER INTERS.		8,694.75	
<u>40070</u>	Invoice	06/12/2018	MENDOCINO WIDENING	0.00	2,545.00	
	<u>222-5600-7022</u>	MENDOCINO WIDENING	MENDOCINO WIDENING		2,545.00	
<u>40071</u>	Invoice	06/12/2018	TRACT 5607 PHASE 3	0.00	190.00	
	<u>100-5700-6519</u>	ENGINEERING FEES	TRACT 5607 PHASE 3		190.00	
<u>40072</u>	Invoice	06/12/2018	SWRCB WWTP GRANT	0.00	6,605.00	
	<u>309-5600-6519</u>	ENGINEERING FEES	SWRCB WWTP GRANT		6,605.00	
<u>40073</u>	Invoice	06/12/2018	MOSQUITO PLAN CHECK	0.00	237.50	
	<u>100-5700-6519</u>	ENGINEERING FEES	MOSQUITO PLAN CHECK		237.50	
<u>40074</u>	Invoice	06/12/2018	FHA OAK GROVE APTS	0.00	375.00	
	<u>100-5700-6519</u>	ENGINEERING FEES	FHA OAK GROVE APTS		375.00	
<u>40075</u>	Invoice	06/12/2018	MANNING AVE ATP CYCLE 2	0.00	2,107.50	
	<u>224-5600-7025</u>	MANNING AVE ATP CYCLE	MANNING AVE ATP CYCLE 2		2,107.50	
<u>40076</u>	Invoice	06/12/2018	JPA TECHNICAL ADVISORY	0.00	120.00	
	<u>400-5600-6519</u>	ENGINEERING FEES	JPA TECHNICAL ADVISORY		120.00	
<u>40077</u>	Invoice	06/12/2018	2018 LLMD ASSESSMENTS	0.00	870.00	
	<u>213-5700-6519</u>	ENGINEERING FEES	2018 LLMD ASSESSMENTS		870.00	
<u>40078</u>	Invoice	06/12/2018	2018 ENCROACHMENT	0.00	676.25	
	<u>100-5600-6519</u>	ENGINEERING FEES	2018 ENCROACHMENT		676.25	
<u>40079</u>	Invoice	06/12/2018	TCP WATER WELL GAC	0.00	1,922.50	
	<u>400-5600-6519</u>	ENGINEERING FEES	TCP WATER WELL GAC		1,922.50	

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DELOO DE LAGE LANDEN FINANCIAL 06/12/2018 Regular 0.00 0.00 49288

DELOO DE LAGE LANDEN FINANCIAL 06/13/2018 Regular 0.00 5,308.32 49289

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
Account Number	Account Name	Item Description	Distribution Amount		
<u>59467403</u>	Invoice	06/13/2018	COPIERS LEASE PYMT 6-18	0.00	5,308.32
	<u>100-5200-6520</u>	PROFESSIONAL SERVICES/	COPIERS LEASE PYMT 6-18		1,031.10
	<u>100-5200-6520</u>	PROFESSIONAL SERVICES/	COPIERS LEASE PYMT 6-18		253.48
	<u>100-5400-6520</u>	PROFESSIONAL SERVICES/	COPIERS LEASE PYMT 6-18		860.50
	<u>100-5615-6520</u>	PROFESSIONAL SERVICES/	COPIERS LEASE PYMT 6-18		153.24
	<u>100-5700-6520</u>	PROFESSIONAL SERVICES/	COPIERS LEASE PYMT 6-18		153.23
	<u>231-5700-6545</u>	Contractors	COPIERS LEASE PYMT 6-18		153.24
	<u>269-6303-6520</u>	PROFESSIONAL SERVICES/	COPIERS LEASE PYMT 6-18		962.03
	<u>400-5300-6541</u>	LEASE CONTRACTS	COPIERS LEASE PYMT 6-18		494.59
	<u>400-5600-6541</u>	LEASE CONTRACTORS	COPIERS LEASE PYMT 6-18		376.17
	<u>401-5300-6541</u>	LEASE CONTRACTORS	COPIERS LEASE PYMT 6-18		494.58
	<u>401-5600-6541</u>	LEASE CONTRACTORS	COPIERS LEASE PYMT 6-18		376.16

DELOO DE LAGE LANDEN FINANCIAL 06/13/2018 Regular 0.00 5,316.41 49290

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>59109703</u>	Invoice	06/12/2018	COPIERS LEASE PYMT 5-18	0.00	5,316.41	
	<u>100-5200-6520</u>		PROFESSIONAL SERVICES/		1,031.10	
	<u>100-5200-6520</u>		PROFESSIONAL SERVICES/		261.57	
	<u>100-5400-6520</u>		PROFESSIONAL SERVICES/		860.50	
	<u>100-5615-6520</u>		PROFESSIONAL SERVICES/		153.24	
	<u>100-5700-6520</u>		PROFESSIONAL SERVICES/		153.23	
	<u>231-5700-6545</u>		Contractors		153.24	
	<u>269-6303-6520</u>		PROFESSIONAL SERVICES/		962.03	
	<u>400-5300-6541</u>		LEASE CONTRACTS		494.59	
	<u>400-5600-6541</u>		LEASE CONTRACTORS		376.17	
	<u>401-5300-6541</u>		LEASE CONTRACTORS		494.58	
	<u>401-5600-6541</u>		LEASE CONTRACTORS		376.16	
GRA01	GRANTED SOLUTIONS	06/13/2018	Regular	0.00	6,621.00	49291
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1589</u>	Invoice	06/12/2018	TECH & GRANTS ASSITANCE	0.00	6,621.00	
	<u>255-5700-6545</u>		CONTRACTORS		2,231.00	
	<u>368-5700-6520</u>		PROFESSIONAL SERVICES/		2,800.00	
	<u>598-5700-6520</u>		PROFESSIONAL SERVICES		1,590.00	
MID06	MID VALLEY PUBLISHING	06/13/2018	Regular	0.00	38.18	49292
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>0309570-IN</u>	Invoice	06/12/2018	LIFEGUARD HELP WANTED	0.00	38.18	
	<u>100-5616-6520</u>		PROFESSIONAL SERVICES		38.18	
RSG01	RSG, INC.	06/13/2018	Regular	0.00	246.25	49293
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1003650</u>	Invoice	06/13/2018	SA ADMIN SVCS 5-18	0.00	246.25	
	<u>602-8100-6542</u>		CONTRACT SERVICES		246.25	
SMA02	SMARTSHEET, INC.	06/13/2018	Regular	0.00	900.00	49294
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV#52723</u>	Invoice	06/13/2018	BUSINESS PLAN LICENSED	0.00	900.00	
	<u>231-5700-6545</u>		Contractors		900.00	
FRE07	THE FRESNO BEE	06/13/2018	Regular	0.00	604.20	49295
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>103688150-0531</u>	Invoice	06/12/2018	PD NUISANCE ORDINANCE	0.00	604.20	
	<u>100-5400-6500</u>		PUBLICATIONS		604.20	
TOW02	TOWNSEND PUBLIC AFFAIRS, INC.	06/13/2018	Regular	0.00	2,500.00	49296
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>13774</u>	Invoice	06/13/2018	CONSULTING SVCS 6-18	0.00	2,500.00	
	<u>100-5200-6520</u>		PROFESSIONAL SERVICES/		2,500.00	
VOR01	VORTAL, INC.	06/13/2018	Regular	0.00	200.00	49297

Check Report

Date Range: 06/01/2018 - 06/30/2018

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1330</u>	Invoice	06/13/2018	WEB HOSTING	0.00	200.00	
	<u>100-5200-6520</u>	PROFESSIONAL SERVICES/	WEB HOSTING		50.00	
	<u>100-5700-6520</u>	PROFESSIONAL SERVICES/	WEB HOSTING		50.00	
	<u>400-5300-6520</u>	PROFESSIONAL SERVICES/	WEB HOSTING		50.00	
	<u>400-5600-6520</u>	PROFESSIONAL SERVICES/	WEB HOSTING		50.00	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	123	68	0.00	321,802.06
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	123	70	0.00	321,802.06

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	123	68	0.00	321,802.06
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	123	70	0.00	321,802.06

Fund Summary

Fund	Name	Period	Amount
999	POOL FUND	6/2018	321,802.06
			321,802.06



CITY OF PARLIER

Check Report

By Check Number

Date Range: 06/01/2018 - 06/13/2018

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
PER01	CALPERS	06/05/2018	Bank Draft	0.00	10,887.85	DFT0000125
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Item Description	Distribution Amount		
5/12/18-5/25/18	Invoice	06/05/2018	CONTRIBUTIONS 5/12-5/25	0.00	10,887.85	
100-22104		PERS PAYABLE	EMPLOYEES' PORTION		3,540.10	
100-5200-5010		PERS-PENSION	CONTRIBUTIONS 5/12-5/25		140.38	
100-5300-5010		PERS-PENSION	CONTRIBUTIONS 5/12-5/25		33.03	
100-5400-5010		PERS-PENSION	CONTRIBUTIONS 5/12-5/25		3,361.45	
100-5410-5010		PERS- PENSION	CONTRIBUTIONS 5/12-5/25		102.64	
100-5420-5010		CE PERS-PENSION	CONTRIBUTIONS 5/12-5/25		125.52	
100-5610-5010		PERS-PENSION	CONTRIBUTIONS 5/12-5/25		56.09	
100-5700-5010		PERS-PENSION	CONTRIBUTIONS 5/12-5/25		155.41	
160-5400-5010		PERS-PENSION	CONTRIBUTIONS 5/12-5/25		195.74	
203-5600-5010		PERS-PENSION	CONTRIBUTIONS 5/12-5/25		79.53	
206-5600-5010		PERS-PENSION	CONTRIBUTIONS 5/12-5/25		79.53	
213-5600-5010		PERS-PENSION	CONTRIBUTIONS 5/12-5/25		48.44	
269-6303-5010		PERS-PENSION	CONTRIBUTIONS 5/12-5/25		1,105.59	
400-5200-5010		PERS PENSION	CONTRIBUTIONS 5/12-5/25		245.67	
400-5300-5010		PERS PENSION	CONTRIBUTIONS 5/12-5/25		241.21	
400-5600-5010		PERS PENSION	CONTRIBUTIONS 5/12-5/25		351.47	
401-5200-5010		PERS PENSION	CONTRIBUTIONS 5/12-5/25		245.67	
401-5300-5010		PERS PENSION	CONTRIBUTIONS 5/12-5/25		241.21	
401-5600-5010		PERS PENSION	CONTRIBUTIONS 5/12-5/25		298.80	
402-5300-5010		PERS PENSION	CONTRIBUTIONS 5/12-5/25		115.10	
602-8100-5010		PERS-PENSION	CONTRIBUTIONS 5/12-5/25		55.08	
602-8100-5010		PERS-PENSION	CONTRIBUTIONS 5/12-5/25		70.19	
PER01	CALPERS	06/07/2018	Bank Draft	0.00	3,000.00	DFT0000126
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Item Description	Distribution Amount		
5/12/18-5/25/20	Invoice	06/06/2018	CONTRIBUTIONS 5/12-5/25	0.00	3,000.00	
100-22104		PERS PAYABLE	CONTRIBUTIONS 5/12-5/25		3,000.00	
PER01	CALPERS	06/13/2018	Bank Draft	0.00	4,595.74	DFT0000127
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Item Description	Distribution Amount		
15313943	Invoice	06/13/2018	UA SAFETY LIABILITY 6-18	0.00	4,590.38	
100-5400-5010		PERS-PENSION	UA SAFETY LIABILITY 6-18		4,131.35	
160-5400-5010		PERS-PENSION	UA SAFETY LIABILITY 6-18		459.03	
15313951	Invoice	06/13/2018	UA LIABILITY PEPRA 6-18	0.00	3.07	
100-5400-5010		PERS-PENSION	UA LIABILITY PEPRA 6-18		3.07	
15313962	Invoice	06/13/2018	UA MISC. LIABILITY 6-18	0.00	2.29	

Check Report

Date Range: 06/01/2018 - 06/13/2018

Vendor Number

Vendor Name
400-5600-5010Payment Date
PERS PENSIONPayment Type
UA MISC. LIABILITY 6-18Discount Amount
2.29Payment Amount
Number

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	5	3	0.00	18,483.59
EFT's	0	0	0.00	0.00
	5	3	0.00	18,483.59

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	5	3	0.00	18,483.59
EFT's	0	0	0.00	0.00
	5	3	0.00	18,483.59

Fund Summary

Fund	Name	Period	Amount
999	POOL FUND	6/2018	18,483.59
			18,483.59



CITY OF PARLIER

Refund Check Register
Refund Check Detail

UBPKT01244 - Refunds 01 UBPKT01243 Disconnect

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
003-0570-002	REBECCA, ALVAREZ, 570 MERCED ST PARLIER, CA 93648	6/4/2018	49216	133.73			133.73	Generated From Billing
003-4815-004	JOSE, MACIAS B. 481.5 MERCED ST PARLIER, CA 93648	6/4/2018	49217	154.41	W	00045896	154.41	Deposit
005-0861-006	ALFONSO, SANCHEZ 861 STANISLAUS PARLIER, CA 93648	6/4/2018	49218	154.41	W	00113953	154.41	Deposit
012-3802-002	HERNANDEZ, ANGELICA 13802 E 3RD ST 2776 HOLT AVE. SANGER, CA 93657	6/4/2018	49219	78.94			78.94	Generated From Billing
052-3589-003	REYNA, CORONEL DE RAMIREZ, 13589 AMIGO ST P.O. BOX 24 PARLIER, CA 93648	6/4/2018	49220	154.41	W	00111471	154.41	Deposit
056-3418-002	COLUNGA, PERFECTO 13418 CYPRESS ST PARLIER, CA 93648	6/4/2018	49221	154.41	W	00113951	154.41	Deposit
065-3739-003	PULIDO, MARIA ELENA 980 REDWOOD ST. PARLIER, CA 93648	6/4/2018	49222	47.04			47.04	Generated From Billing
079-3540-007	GABRIELA, MENDOZA 13540 SEVENTH ST PARLIER, CA 93648	6/4/2018	49223	154.41	W	00112100	154.41	Deposit
086-8491-003	NELIDA, MENDOZA R. 8491 SIERRA AVE PARLIER, CA 93648	6/4/2018	49224	154.41	W	00110209	154.41	Deposit
088-8496-003	DVP, LP ATTN: CARLOS L VELA JR. PO BOX 841 VISALIA, CA 93279	6/4/2018	49225	42.08			42.08	Generated From Billing
800-1301-000	DISTRICT, FRESNO COUNTY FIRE PROTECT 1300 W PARLIER AVE 210 S. ACADEMY AVE. SANGER, CA 93657	6/4/2018	49226	154.41	W	00113286	154.41	Deposit

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
800-8755-000	INC., DUNNS	6/4/2018	49227	1,500.00	W	00116487	1500.00	Deposit

S. MILTON ST/ INDUSTRIAL AVE
303 N. BEN MADDOX WAY
VISALIA, CA 93292

Total Refunds: 12

Total Refunded Amount: 2,882.66

Revenue Code Summary

Revenue Code	Amount
101 - WATER DEPOSIT	2580.87
996 - UNAPPLIED CREDIT	301.79
Revenue Total:	2882.66

General Ledger Distribution
Posting Date: 06/04/2018

Account Number	Account Name	Posting Amount	IFT
Fund: 400 - WATER			
400-11106	CASH POOL	-2,882.66	Yes
400-13104	A/R UTILITIES	301.79	
400-23100	UTILITIES DEPOSIT LIABILITY	2,580.87	
	400 Total:	0.00	
Fund: 999 - POOL FUND			
999-11100	GENERAL CHECKING	-2,882.66	
999-24400	DUE TO WATER	2,882.66	Yes
	999 Total:	0.00	
	Distribution Total:	0.00	

Refund Check Register

Refund Check Detail



UBPKT01219 - Refunds 01 UBPKT01218 Disconnect

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
022-0735-001	CHAVEZ, ALFREDO P. 872 S. EAST REEDLEY, CA 93654	5/31/2018	49210	154.41	W		154.41	Deposit
027-0950-002	ADABELLA R., VALDOVINOS, 17466 E. MANNING AVE. PARLIER, CA 93648	5/31/2018	49211	216.22			216.22	Generated From Billing
053-3707-002	JOSE, ORTEGA A. 13707 ANN AVE PARLIER, CA 93648	5/31/2018	49212	154.41	W	00104311	154.41	Deposit
076-8428-005	DANIELA, GONZALEZ 30887 FARR RD. VISALIA, CA 93277	5/31/2018	49213	88.46			88.46	Generated From Billing
080-3621-002	NELSON, GARIBAY, 13621 EIGHTH 940 MAPLE ST. PARLIER, CA 93648	5/31/2018	49214	154.41			154.41	Deposit
800-5128-002	ANTONIO, YBARRA, 15124E E PARLIER 8540 BUCKEYE DR. FONTANA, CA 92335	5/31/2018	49215	151.91			151.91	Deposit
Total Refunds: 6				Total Refunded Amount:	919.82			

Revenue Code Summary

Revenue Code	Amount
101 - WATER DEPOSIT	308.82
996 - UNAPPLIED CREDIT	611.00
Revenue Total:	919.82

General Ledger Distribution

Posting Date: 05/01/2018

Account Number	Account Name	Posting Amount	IFT
Fund: 400 - WATER			
400-11106	CASH POOL	-919.82	Yes
400-13104	A/R UTILITIES	611.00	

General Ledger Distribution

Posting Date: 05/01/2018

Account Number	Account Name	Posting Amount	IFT
400-23100	UTILITIES DEPOSIT LIABILITY	308.82	
	400 Total:	0.00	
Fund: 999 - POOL FUND			
999-11100	GENERAL CHECKING	-919.82	
999-24400	DUE TO WATER	919.82	Yes
	999 Total:	0.00	
	Distribution Total:	0.00	



AGENDA ITEM: # 5
MEETING DATE: 06/07/2018
DEPARTMENT: Administration

REPORT TO CITY COUNCIL

SUBJECT:

Designating voting delegates for League of California Cities Annual Conference –September 12-14, in Long Beach, California.

RECOMMENDATION:

It is recommended that the Council appoint the Voting Delegate and the two (2) Alternate Voting Delegates for the League of California Cities Annual Conference – September 12-14, in Long Beach, California.

BACKGROUND:

The League of California Cities Annual Conference is scheduled for September 12-14, 2018 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting where the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, each city council must designate a voting delegate and up to two alternate voting delegates. A resolution of the city council is required to accompany the Voting Delegate form.

The designated delegate must be register for the Annual Conference.

Prepared By:

Bertha Augustine
Executive Assistant/Deputy City Clerk



1400 K Street, Suite 400 • Sacramento,
California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

Council Action Advised by July 31, 2018
--

May 17, 2018

TO: Mayors, City Managers and City Clerks

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – September 12 - 14, Long Beach

The League's 2018 Annual Conference is scheduled for September 12 – 14 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly), scheduled for 12:30 p.m. on Friday, September 14, at the Long Beach Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, August 31, 2018. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one voter must be present at the

Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: _____

**2018 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to the League office by Friday, August 31, 2018. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ E-mail: _____

Mayor or City Clerk _____ Phone: _____
(circle one) (signature)

Date: _____

Please complete and return by Friday, August 31, 2018

League of California Cities
ATTN: Kayla Curry
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: kcurry@cacities.org
(916) 658-8254

RESOLUTION NO. 2018-__**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARLIER APPROVING AND AUTHORIZING THE EXECUTION OF A JOINT POWERS AGREEMENT BETWEEN THE CITIES OF PARLIER, FOWLER, SANGER, SELMA, AND KINGSBURG FOR THE PURPOSE OF CREATING THE SOUTH KINGS GROUNDWATER SUSTAINABILITY AGENCY; AND DESIGNATING A CITY REPRESENTATIVE FOR THE SOUTH KINGS GROUNDWATER SUSTAINABILITY AGENCY'S GOVERNING BOARD**

WHEREAS, on September 16, 2014, the Governor signed into law, three bills (SB 1168, AB 1739, and SB 1319) collectively referred to as the "Sustainable Groundwater Management Act" ("SGMA"), effective on January 1, 2015, and amended from time-to-time thereafter.

WHEREAS, the stated purpose of SGMA, as set forth in California Water Code section 10720.1, is to provide for sustainable management of groundwater basin at a local level by providing local groundwater agencies with the authority to sustainably manage the groundwater.

WHEREAS, California Water Code section 10723 allows a local public agency to elect to become a Groundwater Sustainability Agency ("GSA").

WHEREAS, SGMA requires the designation of Groundwater Sustainability Agencies (GSAs) for the purpose of achieving groundwater sustainability through adoption and implementation of Groundwater Sustainability Plans (GSPs); and

WHEREAS, the City actively pursued equal representation for the City on the proposed governance board of the Consolidated Irrigation District GSA in an effort to secure the preservation of local water quality and availability, and those efforts have not been successful.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Parlier hereby approves the Joint Powers Agreement with the Cities of Fowler, Sanger, Selma and Kingsburg for the purpose of creating the South Kings GSA, and authorizes the execution of said Agreement.

BE IT FURTHER RESOLVED, that the City Council of the City of Parlier hereby designates Trinidad Pimentel as the City Representative and Samuel Escobar as the alternate for the South Kings GSA's Governing Board.

* * * *

The foregoing resolution was approved and adopted at a regular meeting of the City Council of the City of Parlier held on the 21st day of June, 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Mayor of the City of Parlier

ATTEST:

City Clerk/Deputy City Clerk

STAFF REPORT

AGENDA ITEM: Adopt two Resolutions required by the State Water Resources Control Board as part of the CWSRF application.

MEETING DATE: June 7, 2018

PREPARED BY: Alfonso Manrique, AM Consulting Engineers, Inc.

REVIEWED BY:

RECOMMENDATION:

City Council to adopt two resolutions required by the State Water Resources Control Board (SWRCB) as part of the Clean Water State Revolving Fund (CWSRF) Application.

BACKGROUND:

The City is applying to the SWRCB CWSRF to fund the construction of improvements at the WWTP. The SWRCB requires that the applicant's Governing Board adopt two resolutions. The resolutions are as follows:

- ❖ A Resolution authorizing the City Manager to sign and file a financial assistance application to the CWSRF for the design and construction of Improvements at the WWTP, updated with the new project title.
- ❖ A resolution pledging and dedicating net sewer revenues of the sewer enterprise fund and its sewer enterprise fund to pay CWSRF financing, updated with the new project cost of \$8,033,000.

DISCUSSION:

The adoption of these two resolutions is a requirement to complete the CWSRF Construction application. Once these resolutions are submitted the SWRCB will determine the project's eligibility for funding.

Once approved, the SWRCB will begin drafting a financing agreement which may take up to a year to complete. SWRCB staff have not indicated how much of the project will be grant funded. However, the current intended use plan for the CWSRF indicates that the City may be eligible for up to \$6 million in grant. The remaining cost will be paid with a CWSRF loan and the City will reimburse the SWRCB using net revenues from the sewer fund.

FISCAL IMPACT:

The adoption of these Resolutions has no Fiscal Impact.

ATTACHMENTS:

1. Resolution 2018 - [REDACTED] titled: "CWSRF FINANCING PLEDGED REVENUES AND FUND RESOLUTION."

2. Resolution 2018 - [REDACTED] titled: *"RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARLIER STATING ITS INTENTION TO BE REIMBURSED FOR EXPENDITURES INCURRED AHEAD OF THE APPROVAL OF THE DISBURSEMENT OF CWSRF CONSTRUCTION FUNDS FROM THE STATE WATER RESOURCES CONTROL BOARD."*

RESOLUTION NO. 2018-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARLIER AUTHORIZING THE CITY MANAGER TO SIGN AND FILE A FINANCIAL ASSISTANCE APPLICATION TO THE STATE WATER RESOURCES CONTROL BOARD FOR THE CONSTRUCTION OF WWTP IMPROVEMENTS

WHEREAS, the City of Parlier (City) owns and operates a Wastewater Treatment Plant (WWTP) under Waste Discharge Requirements Order No. 95-103; and

WHEREAS, the City's WWTP is unable to consistently meet the limits set in the WDRs; and

WHEREAS, the City needs to improve its WWTP to comply with WDRs and use treated effluent for a beneficial reuse;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Parlier hereby resolves as follows:

1. The City Manager (the "Authorized Representative") or designee is hereby authorized and directed to sign and file, for and on behalf of the Entity, a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the design and construction of the WWTP Improvements Project (the "Project").
2. This Authorized Representative, or his/her designee, is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto.
3. The Authorized Representative, or his/her designee, is designated to represent the Entity in carrying out the Entity's responsibilities under the financing agreement, including certifying disbursement requests on behalf of the Entity and compliance with applicable state and federal laws.

Passed and adopted this 7th day of June, 2018, by the following vote:

AYES:

NOES:

ABSENT:

Alma M. Beltran, Mayor of the City of Parlier

ATTEST:

I, do hereby certify that the foregoing resolution is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the City Council of the City of Parlier this 7th day of June, 2018.

Dorothy Garza, City Clerk of the City of Parlier

RESOLUTION NO. 2018-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARLIER STATING ITS
INTENTION TO BE REIMBURSED FOR EXPENDITURES INCURRED AHEAD OF THE
APPROVAL OF THE DISBURSEMENT OF CWSRF CONSTRUCTION FUNDS FROM THE
STATE WATER RESOURCES CONTROL BOARD.**

WHEREAS, the City of Parlier (the "Agency") desires to finance the costs of constructing and/or reconstructing certain public facilities and improvements relating to its water and wastewater system including certain treatment facilities, pipelines and other infrastructure (the "Project"); and

WHEREAS, the Agency intends to finance the construction and/or reconstruction of the Project or portions of the Project with moneys ("Project Funds") provided by the State of California, acting by and through the State Water Resources Control Board (State Water Board); and

WHEREAS, the State Water Board may fund the Project Funds with proceeds from the sale of obligations the interest upon which is excluded from gross income for federal income tax purposes (the "Obligations"), and

WHEREAS, prior to either the issuance of the Obligations or the approval by the State Water Board of the Project Funds the Agency desires to incur certain capital expenditures (the "Expenditures") with respect to the Project from available moneys of the Agency; and

WHEREAS, the Agency has determined that those moneys to be advanced on and after the date hereof to pay the Expenditures are available only for a temporary period and it is necessary to reimburse the Agency for the Expenditures from the proceeds of the Obligations.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Parlier hereby resolves as follows:

SECTION 1. The Agency hereby states its intention and reasonably expects to reimburse Expenditures paid prior to the issuance of the Obligations or the approval by the State Water Board of the Project Funds.

SECTION 2. The reasonably expected maximum principal amount of the Project Funds is \$8,033,000.

SECTION 3. This resolution is being adopted no later than 60 days after the date on which the Agency will expend moneys for the construction portion of the Project costs to be reimbursed with Project Funds.

SECTION 4. Each Agency expenditure will be of a type properly chargeable to a capital account under general federal income tax principles.

SECTION 5. To the best of our knowledge, this Agency is not aware of the previous adoption of official intents by the Agency that have been made as a matter of course for the purpose of reimbursing expenditures and for which tax-exempt obligations have not been issued.

SECTION 6. This resolution is adopted as official intent of the Agency in order to comply with Treasury Regulation §1.150-2 and any other regulations of the Internal Revenue Service relating to the qualification for reimbursement of Project costs.

SECTION 7. All the recitals in this Resolution are true and correct and this Agency so finds, determines and represents.

Passed and adopted this 7th day of June, 2018, by the following vote:

AYES:

NOES:

ABSENT:

Alma M. Beltran, Mayor of the City of Parlier

ATTEST:

I, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the City Council of the City of Parlier this 7th day of June, 2018.

Dorothy Garza, City Clerk of the City of Parlier



AGENDA ITEM: #10
MEETING DATE: 6/21/18
DEPARTMENT: Grants

REPORT TO CITY COUNCIL

SUBJECT:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARLIER TO ACCEPT THE DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL GRANT.

RECOMMENDATION:

Council to adopt Resolution 2018-_____, authorizing the City Manager or Chief of Police of the City of Parlier to execute on behalf of City of Parlier

BACKGROUND:

City of Parlier was awarded a Minor Alcohol Enforcement Program through the Grants Assistance Program (GAP). The grant will provide agency enforcement to familiarize Parlier Police Officers with the enforcement of law associated with juvenile alcohol violations. It will allow officers to work overtime in order to fill the void in current enforcement levels.

Prepared by:

Sonia Hall
Grants

Approved by:

Sam Escobar
City Manager

RESOLUTION NO. 2018-31

**RESOLUTION OF THE PARLIER CITY COUNCIL TO ACCEPT AND
EXECUTE THE GRANT AWARDED FROM THE DEPARTMENT OF
ALCOHOLIC BEVERAGE CONTROL**

WHEREAS, THE City of Parlier desires to undertake a certain project designated as Minor Alcohol Enforcement Program to be funded in part from funds made available through the Grant Assistance Program (GAP) administered by the Department of Alcoholic Beverage Control (hereafter referred to as ABC);

NOW, THEREFORE, BE IT RESOLVED that the City Manager or Chief of Police of the City of Parlier is authorized to execute on behalf of Parlier City Council the attached contract, including any extensions or amendments thereof and any subsequent contract with the State in relation thereto.

IT IS AGREED that any liability arising out of the performance of this contract, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and ABC disclaim responsibility for any such liability.

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

IT IS ALSO AGREED that this award is not subject to local hiring freezes.

I hereby certify that the foregoing is a true copy of the resolution adopted by the City Council of City of Parlier in a meeting thereof held on (date) by the following:

Vote:

Ayes:

Nays:

Absent:

Signature: _____ Date: _____

Typed Name and Title: _____

ATTEST: Signature: _____ Date: _____

Typed Name and Title:

GRANT ASSISTANCE PROGRAM (GAP)

2018 – 2019

GRANT FORMS



EDMUND G. BROWN JR., *Governor*
State of California

Jacob Appelsmith, *Director*
Department of Alcoholic Beverage Control

GRANT FORMS

Includes:

- Proposal Cover Sheet
- Scope of Work
- Budget Detail
- Other Funding Sources
- Resolution of Governing Body (Sample)

Resolution not needed with RFP package. This will be requested from agencies awarded a grant.



State of California

Department of Alcoholic Beverage Control

Grant Assistance Program

PROPOSAL COVER SHEET

(TO BE COMPLETED BY APPLICANT AGENCY)

1. Name of Applicant Agency: City of Parlier

2. Description of Applicant Agency: Provide your city or county and a brief summary of department size, staffing, and structure.

The city has one of the state's highest percentages of Latinos (98%); a large majority of whom are seasonal migrant laborers who arrive and temporarily work in the area's agricultural sector. This generally brings the population up to as high as 22,000. With the dramatic rise in population comes a matching rise in alcohol related offenses, especially because the migrants do not understand our laws. The city maintains its own police department consisting of 15 sworn officers with the Chief, 2 Sergeants, and 12 officers. The city suffers from high adult and juvenile crime where alcohol is involved.

3. Number of Licenses in Project Area: 36

4. Population of Service Area: 15,500 approx. residents

5. Project Description: Provide a list of your projects goals and objectives and briefly summarize.

The grant will provide agency enforcement to familiarize Parlier Police Officers with the enforcement of law associated with juvenile alcohol violations. It will allow officers to work overtime in order to fill the void in current enforcement levels. Through education and enforcement, we intend to lower the levels of alcohol related crimes involving both juveniles and adults to improve the quality of life for residents. Objectives include LEAD training and operations ranging from shoulder tap, Minor Decoy, IMPACT inspections, off-sale retail theft enforcement operations, and ROSTF strategy to pro-actively address issues of nuisance at the points of sale locations community wide.

6. Funds Requested: \$19,908

7. Project Period: July 1, 2018 – June 30, 2019

8. Acceptance of Conditions: By submitting this proposal, the applicant signifies acceptance of the responsibility to comply with all requirements stated in the Request for Proposals. The applicant understands that ABC is not obligated to fund the project until the applicant submits correctly completed documents required for the contract.

A. Project Director (person having day-to-day responsibility for the project)

Name: Sonia Hall
Address: 1100 E. Parlier Avenue
Parlier, CA 93648

Phone: (559) 646-3545 ext. 241
Fax: (559) 646-0416
E. Mail Address: shall@parlier.ca.us
Signature:

Title: Grants Administrator

B. Chief of Police or Sheriff (authorizing official)

Name: Jose Garza
Address: 8770 S. Mendocino Avenue
Parlier, CA 93648

Phone: (559) 646-6600
Fax: (559) 646-6608
E. Mail Address: jose.garza@fcle.org
Signature:

Title: Chief of Police

C. Fiscal or Accounting Official

Name: Antonio Gastelum
Address: 1100 E. Parlier Avenue
Parlier, CA 93648

Phone: (559) 646-3545
E. Mail Address: agastelum@parlier.ca.us
Signature:

Title: Finance Director

D. ABC USE ONLY

SCOPE OF WORK

1. Summary

The Parlier Police Department is formally submitting an application for consideration for an award of a grant from the Department of Alcohol Beverage Control for fiscal year 2018/2019. Upon receiving the requested grant funds, the Parlier Police Department intends to expand its present efforts in addressing under age and adult alcohol-related problems in the community.

a. Agency Description

Parlier Police Department is divided into the Operations Division and Administrative Services Division. There is the Chief of Police, Jose Garza, 2 Sergeants, 11 officers, 1 Community Services Officer, 2 Administrative civilians, and 5 volunteer officers. The department's services include Patrol –Traffic, SRO, Administration, and K9.

One Sergeant will supervise the projects and the city Grant Administrator for the Parlier Police Department, Sonia Hall, will coordinate the projects and submit all reports. The Parlier Police Department has worked with various programs including Avoid, DUI Enforcement and has had L.E.A.D. training. All cases involving Alcohol sales to minors are forwarded to the Fresno County District Attorney's Office. The Fresno County Juvenile Probation will be included in the enforcement of this grant. The SRO positions are vital in providing prevention and education to youth access to alcohol. The grant will initiate a Youth Access to Alcohol Program. There are no current programs even though our underage drinking problems far surpass the CA state average.

b. Funding Requested

The budget proposed by the Parlier Police Department contains an allocation for salary at the prevailing overtime rate (1.5 times regular hourly rate) at the time of operation. Overtime hourly rates have been provided for one Sergeant to provide operational supervision, and one or two police officers, depending on the nature of the operation. The total for salary costs of this program will not exceed \$13,500. This amount will pay for 12 different operations for the duration of the grant. For 12 operations, staffing deployment will consist of one Sergeant and 1-4 Officer(s). There will be additional officer for four of the 12 operations. Any salary costs in excess of the amount will be paid by the City of Parlier as in-kind funding. Parlier Police Department Explorer Program will be utilized when applicable at no cost to ABC. The Explorer Program consists of three volunteers under the age of 21. The Parlier Police Department will conduct a total of twelve operations. For each operation the following time and rates will apply:

Straight Time - Officer \$45.00)

Overtime - Sergeant \$80.32 and Officer \$65.42

A portion of the funds will be used for surveillance equipment used during shoulder taps and "buy money." The purchase of surveillance/audio transmitter equipment will assist during the shoulder tap and over service operations.

Funds will also be used to travel and registration for the GAP Conference and any other training needed. Any equipment procurement funds in excess of this amount will be paid by the City of Parlier as in-kind funding. The total amount requested by the Parlier Police Department under this grant proposal is **\$19,908**.

c. Goals and Objectives (Should be measurable)

The project goals are to identify problem establishments within the city and work in partnership to provide tools for identifying potential ABC violations. The Parlier Police Department will receive the training to start a youth access to alcohol program focused on prevention, education and enforcement is a primary goal. A special emphasis of the program will be on businesses located in the downtown Parlier areas which are close to the high school and easily accessed by minors and have been identified by police personnel. With these goals, we plan to conduct the Shoulder Tap Program and the Minor Decoy. The funding from this grant will allow the Parlier Police Department to begin enforcement efforts and identify off-sale establishments who have a need for targeted off-sale retail theft enforcement. Success rates will be measured by arrest data and ongoing statistical analysis of ABC violations. The following goals are measurable.

1. Identify and target problematic ABC licensed establishments.
2. Develop and implement an ongoing standard operating ABC enforcement procedure and training program within the agency.
3. Prepare a written evaluation of the existing system of transmitting arrest reports involving licensees to the ABC (as required by Section 24202 Business & Professions Code).
4. Implement a new/improved system of transmitting arrest reports by the mid-year of grant period.
5. Conduct at least 4 Minor Decoy operations.*
6. Conduct at least 4 "Shoulder Tap" operations.*
7. Provide roll call training on alcohol-related issues for all sworn personnel on a regular and continual basis (at least quarterly)
8. Coordinate and conduct IMPACT (Informed Merchants Preventing Alcohol-Related Crime Tendencies) Operations at 85% of the licensed premises within our jurisdiction.
9. Schedule and coordinate 2 LEAD (Licensee Education on Alcohol and Drugs) Classes.
10. **Develop a policy and procedure to inform citizens in our community about this project and give periodic updates on the status and accomplishments of the project.** (I will do this)
11. Conduct 2 "Place of Last Drink" Operations – (I can help with this one)
12. **Issue 2 press releases regarding the grant and/or the activities conducted under the grant.** (I will do)

2. Problem Statement

Parlier is a city that is only 6 square miles with a population of 15,550, 98% of whom are Hispanic. The city has one of the state's highest percentages of Latinos, a large majority of whom are seasonal migrant laborers who arrive and temporarily work in the area's agricultural sector. This generally brings the population up to as high as 22,000. Parlier has one of the higher rates of people living in poverty in the nation, with the median household income a mere \$32,386, nearly 48% below the state average (\$67,739) (according to ESRI) and the its astonishingly high unemployment rate, which reached 39.5% in 2011. Typical of Central San Joaquin towns, Parlier, a former migrant camp, serves as home to large numbers of foreign-born residents (43.6%, almost double the state average of 26.2%).

Driving under the influence is major cause for accidents in Parlier. Just recently, in December 2017, a driver who was intoxicated (.23 BAC) collided with pedestrians causing severe injuries. According to the most recent OTS Rankings (2015), Parlier ranked 8/103 in Alcohol Involved, 4/103 in Drinking Driver under 21, and 9/103 in Drinking Driver 21-34. According to the 2015 OTS Rankings for Composite Collision, Parlier is 9/103. With the new marijuana laws, the city expects to have DUI of the legal drug. It is also worth noting that the city passed an ordinance allowing the manufacturing of pharmaceutical and recreational marijuana. In all, Parlier is clearly one of the neediest cities in California. Unfortunately, there is an immense gap between these needs and the various public safety services provided to its residents. Due the poverty, the city is unable to provide the services and due to the city's population and location, the city is often overlooked.

The most recent California Healthy Kids Survey reported information on the extent of alcohol, tobacco and other drug (ATOD) use among youth in the Parlier community, as well as other leading indicators of youth well-being. Binge drinking among Parlier youth and young adults is higher than state and national averages. According to a California Healthy Kids Survey, 25 percent of 7th grade, 47 percent of 9th grade, and 58 percent of 11th grade students reported using alcohol in their lifetime. Among nontraditional high school students the use rates are higher, with 67 reporting lifetime alcohol and 48 percent of reporting use in the past 30 days. Use in the past 30 days is the marker for concern about underage alcohol use, since it tends to reflect use that is regular and beyond experimentation. Some of the underlying community environmental issues that play a contributing role in binge drinking among youth and young adults are the accessibility and availability of alcohol. A majority of 9th (75%) and 11th (84%) grade students report that it is easy to access alcohol. Alcohol is widely available in Parlier with a high density of liquor stores.

The City of Parlier has a total of 32 licenses, far over the limit for the size of Parlier. These include on-sale bars, liquor stores, and convenience stores. This past year, one particular location had ninety-one 911 calls and another location had ninety-two calls. Alcohol is usually at least a contributing factor in most juvenile crimes and adult crimes. Between January 1, 2016 and December 31, 2016, Parlier officers made approximately 100 arrests for public intoxication and 88 arrests for driving under the influence. In addition there were 18 "Contributing to the Delinquency of a Minor" cases. There were approximately 9 arrests where alcohol licensee establishments sold alcohol to a minor. This does not include cases where adults and juveniles who were arrested for other offenses, but were not charged with possession of alcohol or being under the influence of alcohol. Calls from establishments involving minors attempting to purchase alcohol were numerous. Most of the time, the minors had left the premises prior to officer arrival. These establishments include the various liquor stores and convenience stores throughout the city. The busiest times for most licensed premises in the city are also the times of the day for increased calls for service for patrol officers. Patrol Officers spend the majority of their time responding to priority calls for service, which decreases their available time to be spent on proactive alcohol enforcement. By implementing this program and having officers available on an overtime basis, increased enforcement of Business and Professions code violations can be achieved.

3. Project Description

The Parlier Police Department proposes an enforcement and education program for the purposes of this grant application to include; additional L.E.A.D. training, Minor Decoy Operations, IMPACT inspections and Shoulder Tap Operations. The Parlier Police Department proposes to have 4, four hour Minor Decoy operations

(two "on-sale" and four "off-sale" operations) within a twelve-month period. This proposal is for two IMPACT inspection operations and six Shoulder Tap operations. In addition, Parlier Police Department proposes to conduct L.E.A.D. training for alcohol vendors, in-service training to new Parlier Police Officers and to new Parlier Explorers in ABC related matters. The project also includes education at the high school delivered by the SRO referred to as Youth Alcohol Program (YAP). (I can help with the educational material) The PD recently developed the YAP program to encourage responsible behavior regarding alcohol consumption and safe driving by the youth of our community. The objective of the YAP program is to enhance our efforts to address Parlier's youth alcohol problem by targeting youth access to alcohol year round to help the Parlier Police Department meet our commitment to Zero Tolerance with youth access to alcohol.

The proposed grant will give the department the resources needed to effectively combat minors driving under the influence of alcohol, reduce the ability of minors to obtain alcohol in Parlier, reduce the ability of minors to frequent licensed premises, reduce juvenile and adult crime associated with alcohol, and to ensure compliance of licensed premises in the City of Parlier with the regulations of ABC. The training received by the Parlier Police Officers and Explorers will have a lasting effect on the community for years to come.

The initial phase of the twelve month program will include equipment purchase, necessary training, press releases and identifying problem locations through statistical data. Shoulder Tap Operations will commence in the busy months of July, August and September. During the winter months, minor decoy operations, IMPACT inspections and continued training will take place. During the spring and early summer months, Shoulder Tap Operations will be conducted. Throughout the entirety of the program, Parlier Officers will work with ABC staff for enforcement and tracking. ABC roll call training will be conducted with Parlier officers as well. All data from these operations will be tracked, compiled and compared to ensure grant objectives are completed. At the beginning and conclusion of the grant program, a press release will be sent to local media and a final report will be submitted to ABC. YAP will be conducted throughout the school year.

Any ABC licensee premises that are found to be in violation of ABC laws and regulations will be scrutinized to ensure on-going regulatory compliance. This method will allow the Parlier Police Department to identify and target non-compliant establishments.

4. Project Personnel

Chief Jose Garza is the Project Director. The Sergeant will supervise the operations and two to four officers will conduct enforcement for twelve of the proposed operations. For four of the twelve operations, up to three police officers will assist with enforcement. There will be up to four volunteers from Parlier Police Explorers who will act as Minor Decoys and take part in Shoulder Tap Operations. A Sergeant is required to ensure operations orders are deployed for each operation, act as a liaison to ABC and to facilitate the grant goals and objectives. The Police officers will take part in conducting arrests, case investigation and authoring reports. The project manager, Sonia Hall, will produce a report analyzing the statistics and document if the project goals were met. All personnel involved have experience with managing grants, particularly grants dealing that are alcohol related. Chief Garza, a 30 year veteran of the department, has experience with ABC grants and all aspects of this project. Ms. Hall is an experienced instructor and a certified trainer for several youth EBP for alcohol diversion.

BUDGET DETAIL

Exhibit B

BUDGET CATEGORY AND LINE-ITEM DETAIL	COST (Round budget amounts to nearest dollar)
A. Personnel Services (Straight Time Salaries, Overtime, and Benefits)	
A.1 Straight Time (Officer \$45.00)	
Youth Program on Underage Drinking- SRO (8-2 hour class/1 personnel)	720
A.2 Overtime Overtime (Sergeant \$80.32, Officer \$65.42)	
LEAD Class (2- 4 hour classes/4 personnel)	2332
IMPACT Operations (2- 4 hour operations/4 personnel)	2332
Decoy Operations (4- 4 hour operations/1 Sergeant and 2 Officers)	3379
Shoulder Taps (4- 4 hour operations/ 1 Sergeant and 2 Officers)	3379
Place of Last Drink Operation (2- 4 hour operations/ 2 personnel)	1166
TOTAL PERSONNEL SERVICES	\$13,308
B. Operating Expenses (maximum \$2,500)	
Material for the LEAD class	250
Buy money for decoy operations	350
Material for community – printing costs	900
Material for the education of YAP Underage drinking class	1000
TOTAL OPERATING EXPENSES	\$2,500
C. Equipment (maximum \$2,500)	
(Attach receipts for all equipment purchases to monthly billing invoice)	
Wireless Surveillance equipment	\$1800
TOTAL EQUIPMENT	\$1,800
D. Travel Expense/Registration Fees (maximum \$2,500)	
(Registration fee for July 2018 GAP Conference attendee is \$325 each)	
4 Attendees to Conference	\$1,300
Travel Costs (\$500 and Lodging \$250)	650
Additional Training costs for officers	350
TOTAL TRAVEL EXPENSE	\$2,300
TOTAL BUDGET DETAIL COST, ALL CATEGORIES	\$19,908

OTHER FUNDING SOURCES

Complete the following to report the total funds available to support the activities related to accomplishing the goals and objectives of the contract. In the "Grant Funds" column, report the ABC funds requested by category. In the "Other Funds" column, report all other funds available to support the project by category (if none, leave blank). Then calculate the totals by category in the "Program Total" column. Total each column down to arrive at the total program funds available. (Round all budget amounts to the nearest dollar—No Cents.)

BUDGET CATEGORY	GRANT FUNDS	OTHER FUNDS	PROGRAM TOTAL
Personnel Services	\$13,308		\$13,308
Operating Expenses	\$2,500.00		\$2,500.00
Travel/Registration Fees	\$2,300		\$2,300
Equipment	\$1,800.00		\$1,800.00
TOTALS	\$19,908		\$19,908

This form does not become part of the contract but is required in the Request for Proposals package.



AGENDA ITEM: #11
MEETING DATE: 6/21/18
DEPARTMENT: Finance Dept.

REPORT TO CITY COUNCIL

SUBJECT:

Consideration of approving the careful and efficient destruction of documents that exceed the date of retention necessary to keep on file based on State and Federal Statutes governing public records.

RECOMMENDATION:

Honorable Mayor and Councilmembers:

Staff would like to recommend consideration of utilizing the Document Management Policy that was established on April 6, 2016. This policy was set in place so that there would be an annual review of documents that are carefully reviewed and identified to record their destruction. This record will be permanently kept and maintained by the Director of Human Resources or Executive Assistant/ Deputy City Clerk.

BACKGROUND:

We would like to ensure that there is a responsible program of records management practiced and documented from creation to disposition in accordance with the law and in the best interest of the City and the general public. All items on attached shred document listing have been reviewed by management, and deemed past the date threshold of State or Federal statutes in reference to public records retention.

Prepared By:


Virginia Medina
Account Technician III

Approved By:

Sam Escobar
City Manager

CITY OF PARLIER
FINANCE DEPARTMENT

Shred Documents

Box Number	Description of Box	Dates
1	Time Sheets	Jan. 1998 - Dec. 1998
		Jan. 1999 - Dec. 1999
2	Daily Deposits & Reports	Apr. 5, 2001 - May 2, 2001
3	Daily Deposits & Reports	Jul. 12, 2001 - May 27, 2001
4	Daily Deposits & Reports	Feb. 14, 2002 - Apr. 1, 2002
5	Daily Deposits & Reports	Oct. 9, 2001 - Nov. 21, 2001
6	Bank of the West Statements	Jan. 1, 2001 - Jan. 1, 2002
7	Payroll Records & Time Sheets	Jan. 2001 - Dec. 2001
8	Returned checks for USF	1999-2000
	Collection Account DUIS-WSD	
9	Daily Deposits & Reports	May, Jun. Jul. Aug. 2002
10	Bank of the West Statements	Jan. 1, 1999 - Jan. 1, 2000
11	Daily Deposits & Reports	Jan. 2002 - Apr. 2002
12	Journal Entries - Financial Statement Works	Jul. 2001 - Mar. 2002
		Apr. 2002 - Jun. 2002
13	Payroll	Jul. 2007 - Jun. 2008
14	Payroll Records & Time Sheets	Jan. 2, 2002 - Dec. 2, 2002
15	Daily Deposits & Report	Sep. Oct. Nov. Dec. 2002
16	Account Payables B - O	1994-1995
17	Utility Billing	Jun. 2002 - Oct. 2002
18	Daily Deposits & Reports	Jun. 2002 - Aug. 2002
19	Monthly Quarter End - Utility Billing	Jan. - Sep.
20	Daily Deposits & Reports	May. 6, 2003
21	Daily Deposits & Reports	Dec. 2002 - Jan. 2003
22	Accounts Payable Vendors	Jul. 2007 - Jun. 2007
23	Daily Deposits & Reports	Sep. 10, 2002
24	Account Payables	Jul. 2003 - Jun. 2004
25	Cash Management	Jan. 2002 - Dec. 2002
26	Daily Deposits & Report	Jun. 2007
27	Daily Deposits & Report	Jul. 2007 - Oct. 2007
28	Payroll Records	2002
29	Accounts Payables P - Z	Jul. 2000 - Jun. 2001
30	Utility Billing	Mar. Apr. May, Jun. 2001
31	Payroll Checks/General Pay Accounts	1996
32	Daily Deposits & Report	Jan. 2001 - May 2001
33	Cash Month End	Jul. 2001 - Dec. 2001
34	Daily Deposits & Report	Apr. 2004
35	Daily Deposits	Jan. 2001 - Feb. 2001
36	Daily Deposits	Apr. 2002 - May 2002
37	Daily Deposits	Aug. 2003 - Sep. 2003
38	Daily Deposits	May 2002 - Jun. 2002
39	Transmitted checks	Oct. 2010
40	Daily Deposits & Report	Apr. 2008 - May 2008
41	Daily Deposits & Reports	Dec. 2007 - Jun. 2008
42	CH Month End	Jan. 2001 - Jun. 2001
43	Bank Reconciliations Fiscal Year	Jun. 2003

CITY OF PARLIER
FINANCE DEPARTMENT

Shred Documents

	Quarterly Payroll Reports	2001
44	Utility Billing	Jul. 2001
45	Fiscal Year/Account Payable	2003 - 2004
46	Grants Measure C	2002
	TPA 2002	
	State Controllers Report	1996
	RDA	1996 - 2001
	501	1992
	BNY Western Trust	2004
47	Payroll Records	Jan. 2001 - Dec. 2001
48	Payroll Records	Jan. 2000 - Dec. 2000
49	Daily Deposits	Feb. 2008 - Mar. 2008
50	Daily Deposits	Aug. 2007 - Sep. 2007
51	Daily Receipts	Jul. 2003 - Aug. 2003
52	Daily Deposits	Jun. Jul. Aug. 2001
53	Daily Deposit	Jan. 1, 2008 - Jan. 28, 2008
54	Payroll Report	1996
55	Daily Deposits Reports	Jul. 2001 - Dec. 2001
56	Daily Deposits	Jan. 2002 - Apr. 2002
57	Daily Deposits & Reports	
58	Daily Deposits	Mar. 2000 - Mar. 2008
59	Monthly Quarter	2007
60	Arco Receipts	Jul. 2006 - Jul. 2007
61	Daily Deposits & Reports	Oct. 2003
62	Daily Deposits & Reports	Oct. 2002 - Dec. 2002
63	Daily Deposits	Jan. 2003 - Feb. 2003
64	Daily Deposits	Dec. 2007 - Dec. 2007
65	Payroll Account Payables	Jul. 2001 - Jun. 2002
66	Account Payables	2002 - 2003
67	Daily Deposits	Aug. 2002 - Sep. 2002
68	Daily Deposits & Reports	Aug. 2001 - Sep. 2001
69	Payroll Records	Jan. 2000 - Dec. 2000
70	Daily Deposits	Aug. 1999 - Sep. 1999
71	Misc. Deposits Fiscal Year	1997
72	Utility Billing	Jan. 2002 - May 2002
73	Payroll	Jun. 2006 - Dec. 2006
74	Water Accounts in Collection	2002
75	Cash Receipts	Jul. 1997 - Jun. 2002
76	Payroll Records	1998
77	Reports	2008
78	Account Payables	Jul. 2006 - Jun. 2007
79	Journal Audit Reports	1989 - 1999
80	Daily Deposits	Nov. 2006 - Dec. 2006
81	Accounts Payables B - G	
82	Accounts Payables	2002 - 2003
83	Daily Reports & Deposits	Mar. 2003 - May 2003
84	Account Payables	2002 - 2003

CITY OF PARLIER
FINANCE DEPARTMENT

Shred Documents

85	Daily Deposits & Reports	Feb. 2003 - Mar. 2003
86	Daily Deposits & Receipts	Jul. 2004 - Oct. 2004
87	Utility Billing Cash Management & Monthly Quarter	Jan. 2005 - Feb. 2005
88	Accounts Payables	Jul. 2000 - Jun. 2001
89	Payroll	1997 - 1998
90	Utility Billing	2003
91	Daily Deposits & Reports	May 2003 - Jun. 2003
92	Finance Miscellaneous	1994 - 1995
93	R & A Turn speed	Jul. 2006 - Jun. 2007
94	Daily Deposit	Dec. 2003
95	Payroll	Jul. 1995 - Dec. 1995
96	Daily Deposits	2003 - 2004
97	Daily Deposits	Mar. 2004
98	Daily Deposits & Reports	Oct. 2003 - Jan. 2004
99	Utility Billing	2007
100	Payroll	1994 - 1995
101	Accounting Miscellaneous / Budget	
102	Account Payables Monthly Reports	Jul. 2000 - Jun. 2001
103	Payroll	2006 - 2007
104	Account Payables	2003 - 2004
105	Business Licenses	1996
106	Daily Deposits & Receipts	May 2007 - Jun. 2007
107	Miscellaneous Rental Refund	2003 - 2004
108	Business Licenses	1994
109	Account Payables	1994 - 1995
110	Payroll	Jul. 1994 - Jun. 1995
111	Aged Trail Balance	1991 - 1993
112	Finance Miscellaneous	1997
113	Daily Deposits	Nov. 2004 - Jan. 2005
114	Utility Billing	2007
115	Daily Deposits	Nov. 2008 - Dec. 2008
116	Account Payables	Jul. 2000 - Jun. 2001
117	Account Payables	2006 - 2007
118	Account Payables	2002 - 2003
119	Cash Management	Aug. 2002
120	Daily Deposits	Aug. 2004 - Jul. 2004
121	Daily Deposits	Nov. 2007
122	Daily Deposits	Jan. 2008 - Feb. 2008
123	Daily Deposits	Jun. 2003
124	Cash Management	2007
125	Budget	1968 - 1990
126	Daily Records	Sep. 1992 - Nov. 1992
127	Business Licenses	1993 - 1996
128	Payroll Account Payables	1994
129	Financial Transactions	1972 - 1978
130	GL Trail Balance	1987 - 1990
131	Cash Management	2006

CITY OF PARLIER
FINANCE DEPARTMENT

Shred Documents

132	Bank of the West	2000
133	Daily Deposits	Jul. 2005 - Dec. 2005
134	Cash Receipts	Jan. 2008 - Aug. 2008
135	Accounts Payable Warrant	1997 - 2000
136	Payroll	Dec. 2007 - Jun. 2008
137	Budget & Financials	2005 - 2008
138	Daily Deposits & Receipts	Jul. 2007
139	Payroll	Jun. 2007 - Dec. 2007
140	General Journal	1996 - 1997
141	Account Payables	2003 - 2004
142	City Property Appraisal	
	Collections	
	W. L. Donley & Associates	
	Community Center A/C	
	Department of Transportation	
	Richard Garcia	
	Gilbert Gutierrez	
	GL Interface Daily	
	HUT	
	Job Description	2004
143	Finance Report	1986 - 1996
144	Account Payables	Jul. 2006 - Jun. 2007
145	Finance Misc.	1992 - 1996
146	Miscellaneous Files / Briones	1980 - 1993
147	Account Payables	1986 - 1997
148	LLEBG	1999 - 2002
	LLEBG	2004
	CDBG	
	Cash Receipts	
	Journal Entries Fiscal Year	2004
	USDA Grant	2003 - 2004
	Bank Reconciliations Fiscal Year	2006
149	Account Payables	2003 - 2004
150	Payroll	2006 - 2007
151	Utility Billing	2008
152	Daily Deposits	2004
153	Daycare Financials	2004 - 2007
154	HUD Brochures	
155	Cash Receipts	2008
156	Month End General Ledger	2005 - 2006
157	Month End General Ledger	2007 - 2008
158	Payroll Timesheets	2006 - 2007
159	MQ Month End/ Cash Management	2008
160	General Ledger Trail Balance	1997 - 1998
161	Daily Folders	2007
162	Cal Pers Books	2005
163	Account Payables	1997 - 2000

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164	Trans Western Claims	Mar. 2004
	Bank Reconciliation	Feb. 2003 - Mar. 2004
	Purchase Orders	Mar. 2004
	M. Swiggant Retirement Information	
165	Journal Entries	1994
166	Cash Disbursement	1994
167	Account Payables	2002 - 2003
168	Budget Information	1994
169	Bank Statements/Payroll/PO's	1992
170	Journal Entries	2002
171	Local Government Brochures/Books	1987 - 2001
172	Daily Deposits	2000
173	Cash Management	2005
174	Daily Deposits & Reports	2006
175	Daily Deposits	1998
176	MQ Month End	2001
177	Payroll	1994
178	Payroll	2005 - 2006
179	Account Payables	2004 - 2007
180	Payroll	2004
181	Account Payables	2004 - 2007
182	Utility Billing	2008
183	Utilities Miscellaneous	2000 - 2006
184	Water Meter Reading	
	Grant List	2008
	Child Development	2002 - 2005
185	General Accounting	1997 - 1983
186	Payroll	2005
187	Bank Reconciliation	2006 - 2007
188	Agenda, Newspaper, Users Manual	
189	Municipal Budget	2005 - 2009
190	Municipal Budget	1990 - 1996
191	Municipal Budget	1997 - 2008
192	Miscellaneous	2003
193	Miscellaneous	2001
194	Miscellaneous	2008
195	Redevelopment Agency - Copies	2004
196	Old Software Manuals	
197	Business License	1992
198	Daily Deposits & Reports	Aug. 24, 2006 - Sep. 28, 2006
199	Account Payables	Jan. 2005 - May 2005
200	Utility Bills	Jun. 2006 - Jul. 2007
201	Daily Deposits & Reports	Jul. 14, 2008 - Jul. 28, 2008
202	Daily Deposits & Reports	Jun. 19, 2008 - Jul. 10, 2008
203	Daily Deposits & Reports	Apr. 16, 2005 - May 10, 2005
204	Daily Deposits	May 12, 2005 - Jun. 21, 2005
205	Daily Deposits & Reports	May 13, 2008 - Jun. 2, 2008

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206	Daily Deposits & Reports	Aug. 4, 2008 - Aug. 19, 2008
207	Daily Deposits & Reports	Sep. 11, 2008 - Sep. 30, 2011
208	Daily Deposits & Reports	Sep. 5, 2003 - Oct. 2, 2003
209	Daily Deposits & Reports	May 16, 2006 - Jun. 13, 2006
210	Daily Deposits & Reports	Aug. 26, 2008 - Sep. 8, 2008
211	T&J Arco Receipts	Jul. 2007 - Jun. 2008
212	Daily Deposits	Aug. 1, 2006 - Aug. 23, 2006
213	Account Payables Sierra Springs - T&J Arco	Jul. 2004 - Jun. 2005
214	Daily Deposits & Reports	Nov. 1, 2005 - Nov. 30, 2005
215	Daily Deposits & Reports	Feb. 6, 2006 - Feb. 28, 2006
216	Account Payables	Feb. 2008 - Jun. 2008
217	Daily Deposits & Reports	Oct. 15, 2007 - Nov. 7, 2007
218	Daily Deposits & Reports	Oct. 3, 2005 - Oct. 31, 2005
219	Daily Deposits & Reports	Dec. 1, 2005 - Jan. 4, 2006
220	Daily Deposits & Reports	Jan. 10, 2005 - Mar. 1, 2005
221	Online Billing/Transmitted Checks	2008
222	Projects	1992 - 1996
223	Daily Deposits	Nov. 2006
224	Account Payables	Jun. 2006 - May 2007
225	Account Payables L - P	Jul. 2003 - Jun. 2004
226	Daily Deposits	Apr. 2008
227	Account Payables Trans western - WOLCO.	Jul. 2004 - Jun. 2005
228	MQ Month End	Jul. 2007 - Jun. 2008
229	Account Payables Miscellaneous - Alvarado	Jul. 2004 - Jun. 2005
230	Daily Deposits	Nov. 5, 2008 - Nov. 28, 2008
231	Utility Billing/Cash Management	Mar. 2005 - Apr. 2005
232	Account Payables Petty - Swanson	Jul. 2007 - Jun. 2008
233	Daily Reports & Deposits	Mar. 2, 2005 - Apr. 5, 2005
234	Cash Receipts	Mar. 8, 2008 - Jun. 19, 2008
235	Cancelled Accounts	1989 - 2002
236	Daily Cash Receipts	Dec. 2006 - Mar. 2007
237	MQ Utility Billing	Sep. 2005 - Aug. 2005
238	Daily Cash Receipts	Jun. 2006 - Oct. 2006
239	Time Sheets	Jun. 2003 - Dec. 2003
240	Grants Projects	2005 - 2006
241	Cash Management/Month End	Jul. 2007 - May 2008
242	Month End Payroll Reports	Jun. 2004 - Jun. 2006
243	Utility Billing	2006
244	Month End/Account Payables	Jun. 2004 - Mar. 2006
245	Daily Deposits	Jul. 2004
246	Daily Deposits	Sep. 12, 2005 - Sep. 29, 2005
247	Rec Pictures Senior Information	
	Invoices Copies	
	Application Copies	2008
	Tball Registration Copies	2008
	Complement Applications	
	Application Home Copies	2011

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	TBRA Sidelines Copies	
	Business Plan	2010
248	California Development	2002
	Community Service	2007 - 2008
	Recreation Application	2001
	Community Service	2008
249	Newspapers	
	Statements of Qualification	
	Rone Enterprise Inc.	
	Glresh Base Contract Copies	
	Pool Count	
	Meeting Notes	
	Job Description Copies	
	Calendar	2009
	Farmers Market Info	
	Memos	
	Gas Receipts	2002
250	Skateboard Park Inspection Forms	
	Budget Items for Recreation	
	Special Event Application - Jorge Palacios	2003
	City Hall Facilities Map	
	Memo: CORS Members	
	Insurance Information K&B Apartments	
	Requisitions - Recreation	
	Special Event Liability Group	2007
	Water Meter Installation	
	Polling Place Facility Questionnaires	Mar. 2009
	Memo: Events	
	Faxes	
	Rental Application - Doraída P Maldonado	2009
	Budget Copies	2005
	Invoices Copies	
	Volunteer Application Copies	
	AARP Information	
	Resolutions Copies	2003 - 1010
	Reports to City Council Copies	
	Expenditure Report Example - Madera County	
	Classic Charter Invoices	
	Recreation List	
	Letter to Seniors Copies	
	EOC Calendars, Service Checklist, Request, Cash Count Sheet	2004 - 2005
	Princess Dianna Biography Book	
	Steno Notebook Notes - Maria Resendez	
	Employee Warning Notice Copies	
	Revenue Copies	
	Budget	2005
	Project Management Proposal - Youth Center	2010

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	Project Manual Loud Rolle Project Architect	
	Project Management Integrated Design - Youth Center	
	Home Program Technical Guidance	
	Individual Income Tax Return Copies	2001, 2002, 2003
	State CDBG Table of Income Limits Copies	2007
	TBRA Program Income Verification Copies	
	Email Copies - Lou Martinez	
	PG&E Form - Maria Resendez	
	Cash Handling and Control Policy - Maria Resendez	
	Avila Ave. Apartment Proposal	
	Preliminary Application for Grant Fund Agri-Tech Industrial Park	2004
	Proposal Request - Project Management Consulting Services Youth Center	
	Rene & Santa Diaz - Municipality Utility Service	
	Enterprise Zone	2007
	Resolutions Copies No. RO-05-35	2006
	Somerset Proposal Copies	
251	Information Expense Report	
	GL Copies	2012
	Government Accounting Book	
	Council Meeting Copies	2012
	Vendors	2012
252	Chicago Title Copies	
	Minutes Copies Bertha	2009
	Police Report Folder with Card Number	
	Air Conditioning for Recreation	2007
	Back Flow Quotes	2009
	Beverage Recycling	2005
	Maria Resendez Recreation Calendar	2012 - 2013
	City of Parlier Insurance Copies	
	City of Parlier Postage Copies	
	Email TBRA	2011
	Correspondence CDBG	2010
	Michelle Shepard Mileage	2010
	Loans CDBG	2009
	YCA Documents Scope of Work	2009
	Patricia Emails	2010
	Michelle Shepard Emails	2010
	Adult Education	2011 - 2012
	Resume Citizens	
	Policy Procedure - Public Work	1995
	Armando Pena - Public Work	2003
	Fire Department	2009
	Freeze Disaster	2009
	Promesa Behavioral Receipt	2012
	Rental Check Copies - (Adrienne has Copies)	2012
	Melissa Riveria Finance	
	CID Butterfiled Agreement	

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	Training Materials	
	Rental Assistance Checks - Tbra	
	Fictitious Business	
253	Daily Deposits	Mar. 19, 2007 - Apr. 11, 2007
254	Daily Deposits	Feb. 8, 2007 - Mar. 18, 2007
255	Daily Deposits	Jan. 2, 2007 - Feb. 3, 2007
256	Account Payable	
	Cancelled Checks #9000-#12000	
	Payroll Checks 9502-11700	Dec. 2004 - Jun. 2006
257	Daily Deposits	Apr. 17, 2007 - May 15, 2007
258	Daily Cash Receipts	Jan. 2006 - May 2006
259	Account Payables K - M	Jul. 2006 - Jun. 2007
260	Cash Management	May 2005 - Jun. 2005
	Monthly Quarter	
	Utility Billing	
261	Daily Deposits	Jun. 2004 - Dec. 2004
262	Journal Entries	May 2006
	Cash Receipts	May 2006
	Bank Reconciliation	May 2006
	Daycare Fiscal Year	Mar. 2004
	Insurance Related Documents	2003 - 2005
	Purchase Orders #114 - #150	
	Balance Sheet/Income Statement Fiscal Year	2005 - 2006
263	Utility Billing	Dec. 2003 - May 2004
264	Daily Deposits & Reports	Jun. 3, 2008 - Jun. 18, 2008
265	Closed Accounts	Jul. 12, 2003 - Feb. 15, 2006
	Water, Sewers, Disposal	
266	Cash Management	Nov. 2002 - Dec. 2003
	Utility Billing	
	Business License & Reports	
257	Daily Deposits & Reports	Jan. 5, 2006 - Feb. 2, 2006
268	Account Payables	Jul. 2007 - Jun. 2008
269	Account Payables Miscellaneous - A	Jul. 2005 - Jun. 2006
270	Daily Reports	Jan. 2003 - Apr. 2003
271	Time Sheets & Payroll Reports	Dec. 2, 2003 - Jul. 1, 2004
272	Account Payable U - Z	Jul. 2006 - Jun. 2007
273	Monthly Quarter Month End	2003 (Exclude Oct. & Nov.)
274	Cash Management Month End	Jan. 2003 - Nov. 2004
275	Account Payables Sel - T&J Arco	Jul. 2005 - Jun. 2006
276	Collectables PD Bookings, Mobile Vendors, Misc. Billing, Bakery Vendors, RDA Loans	1999 - 2005
277	Daily Deposits	Apr. 20, 2006 - May 15, 2006
278	Utility Billing	Aug. 2004 - Dec. 2004
279	Account Payables T - Z	Jul. 2007 - Jun. 2008
280	Account Payables	Jun. 2004 - Dec. 2004
281	Daily Deposits & Reports	Jun. 14, 2006 - Jul. 6, 2006
282	Daily Deposits & Reports	Jul. 10, 2006 - Jul. 31, 2006

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283	Daily Deposits & Reports	May 19, 2004, Jun. 30, 2004
284	Daily Deposits & Reports	Mar. 1, 2006 - Mar. 23, 2006
285	Accounts Payables	Jun. 2005 - Mar. 2006
286	State Mandated Claims SB90	1998 - 2003
287	Daily Deposits	Dec. 19, 2006 - Jan. 9, 2007
288	Daily Deposits	Mar. 27, 2006 - Apr. 19, 2006
289	Daily Deposits	Jun. 23, 2005 - Jul. 26, 2005
290	Utility Billing	2005
291	Daily Deposits & Reports	Oct. 25, 2004 - Nov. 29, 2004
292	Daily Deposits & Reports	Jan. 2004 - Jun. 2004
293	Daily Deposits	Jul. 2003 - Dec. 2003
294	Daily Deposits Cards & Checks Copies	Jul. 27, 2005 - Sep. 8, 2005
295	Payroll	Jan. 2005 - Jun. 2006
296	Utility Billing	2005
297	Cash Receipts	May, Aug., Nov., Dec., 1007
298	Utility Billing	Jan. 2008 - Jun. 2008
299	Account Payables Giersch Ass. - Pacific Family Health	Jul. 2004 - Jun. 2005
300	Account Payables Month End Reports	Jul. 2002 - Jun. 2003
301	Payroll P/E	Jan. 2005 - Jun. 2005
302	Bella Vista 1	2003 - 2004
	Department of Temp. Ass. - Employees file	
	Audit	Jun. 2003 & Jun. 2004
	CDBG - County: City Wide Improvement	
	AB 31 - CVIG	
	Fund 280 - Mendocino Landscape	
	Fund 282 Manning Median Landscape	
	TDA	Mar. 2004
	Veteran Park Trop 12 Fund #292	
	Traffic Signal E. Parher/Madsen	
	Bike Lane - E. Parlier	
	Measure C Fiscal Year	Mar. 2004 - Apr. 2005
	VLF Gap Loan	
	PPOA	
	Santa Fe Ditch - Unfunded	
	Childcare	Apr. 2005
	Call Choice	
303	Closed Accounts	Mar. 3, 2000 - Jul. 11, 2003
304	Cancelled Accounts	1993 - 1994
305	Cancellations	2006
306	Account Payables AT&T - Custom Produce	Jul. 2007 - Jun. 2008
307	Finance Department	Feb. 23, 2005
	Audit Report	1986 - 1988
	Audit Report	1991 - 1999
	CAFR	2000 - 2001
	Audit Report	2002
308	Bank of the West Statements	1998 - 1999
309	Utility Billing	Jun. 2003 - Nov. 2003

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310	Monthly Quarter Month End	Oct. 2002 - Dec. 2002
		Feb. 2004 - Nov. 2004
311	Daily Journal	Jul. 2003 - Aug. 2004
312	A/P PG&E - Sierra Kings	Jul. 2004 - Jun. 2005
313	A/P Miscellaneous Arch	Jul. 2007 - Jun. 2008
314	Tax Alloc. Bonds/Notes	2004
	BNY Western Trust/Statements	Jul. 2003 - Jun. 2004
	BNY Western Trust	Jul. 2004 - Jun. 2005
	BNY Western Trust	Jul. 2005 - Jun. 2006
315	Payroll	Nov. 2, 2002 - Dec. 27, 2002
316	Daily Deposits & Reports	Oct. 9, 2006 - Oct. 26, 2006
317	Account Payables	2000 - 2001
318	Daily Deposits	Oct. 15, 2008 - Nov. 11, 2008
319	Account Payables	Jul. 2007 - Jun. 2008
320	Account Payables	Jun. 2007 - Jan. 2008
321	Daily Deposits & Reports	Jun. 25, 2007 - Apr. 9, 2007
322	Daily Deposits & Reports	Oct. 1, 2008 - Oct. 14, 2008
323	W-2	1993, 1997, 1999, 2002, 2003
	1099	1996, 2002, 2003
	F-945 Pension Plan IRS Reporting	
324	Account Payables	Jul. 2004 - Jun. 2005
325	Utility Billing	2006
326	Utility Billing/Business License/ Reports	Jul. 2007 - Nov. 2007
327	Payroll	2005
328	Payroll	Mar. 2004
329	Bills	1997
330	Hall Deposits/Bills	1997
331	Checks	2003 - 2004
332	Seniors/Recreation	2003
333	Utility Billing	2003 - 2004
334	Business License & Reports	1995 - 2007
335	California Association for Local Economic Development Information	2007
	California Redevelopment Association Information	2007
	California a Great Place to be in Business Information	2006
	California Enterprise Zone Program Information	2006
	Central San Joaquin Valley Risk Management Authority Information	2010
	Follow-up Safety and Risk Control Assessment Report Information	2005
	EDC Strategic Planning Review	2009
	CalHome Application Copy	2010
	Coordinating Responsibility Authority Committee	2002
	John H. Nail Memorial Award	2003
	Central San Joaquin Valley Risk Management Authority Information	2003
	Certificate of Achievements Lou Martinez	
	Media Group Continental Cablevision	2002
	Media Group Continental Cablevision	1995
	Industrial Park Phase II	2008



AGENDA ITEM: #13.
MEETING DATE: June 21, 2018
DEPARTMENT: Finance

REPORT TO THE CITY COUNCIL

SUBJECT: Municipal Solid Waste Franchise agreement between Mid-Valley Disposal, LLC. and City of Parlier

RECOMMENDATION: Staff recommends the City Council approve an updated solid waste franchise agreement with Mid-Valley Disposal, LLC.

BACKGROUND: In conjunction with work on being done on the refuse rate study in 2017, the assigned agreement from Sunset Waste Systems to Mid-Valley Disposal was reviewed for terms and conditions that may affect the rate study. The result was to discover the agreement is outdated. Accordingly, in parallel to the rate study, extensive negotiation occurred with representatives of Mid-Valley Disposal to agree on terms for a replacement agreement. The Parlier city attorney and legal counsel for Mid-Valley were involved in creating the replacement agreement, and they have approved it.

The most significant change to the new agreement is that fees paid to Mid-Valley and now explicitly separate from rates charged to customers. The agreement contains fees paid to Mid-Valley, whereas rates charged to customers have been revised, and were included in the rate notice sent to Parlier residents on April 12, 2018. Language has been added to the new agreement to include terms for recycle previously included in an amendment to the original agreement. New language is also included for collection of organics, as required by new state laws. Whereas the original agreement, as amended, had a term ending in 2025, the replacement agreement has a rolling ten-year term. The new agreement will have a minimum term to end 2030. To terminate the agreement for reasons other than a breach by Mid-Valley, the city will need to provide 10 years notice. The annual Cost of Living Adjustment (COLA) in the new agreement is now the lessor of the Consumer Price Index for the San Francisco or Los Angeles posting, rather than based solely on San Francisco.

FISCAL IMPACT: The financial terms of the replacement agreement are similar to the original agreement. However, from the original agreement, Mid-Valley was not paid the annual COLA for 2015 and 2017. A COLA will also be due July 1, 2018. These will be factored into the fees paid to Mid-Valley beginning with July 1, 2018, but they will not be paid retroactively.

PREPARED BY: Dan Bergmann, IGService

Attachments: Proposed Municipal Solid Waste Franchise Agreement

_____ Finance Director _____ Attorney _____ City Manager

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARLIER APPROVING
A REPLACEMENT MUNICIPAL SOLID WASTE FRANCHISE AGREEMENT WITH
MID-VALLEY DISPOSAL, LLC TO BE EFFECTIVE JULY 1, 2018**

WHEREAS, the Municipal Solid Waste Franchise Agreement, dated March 8, 2000, with Sunset Waste Systems, Inc. (Original Agreement) was assigned to Mid-Valley Disposal, LLC (Mid-Valley) on October 1, 2014; and

WHEREAS, the language of the Original Agreement is outdated, and changes in law require new services to be provided to City by Mid-Valley; and

WHEREAS, the changes proposed in the replacement agreement do not change the original fee structure paid for ongoing services to Mid-Valley by City; and

WHEREAS, some fees are added for categories previously not included, such as organics and special services; and

WHEREAS, all services to be provided by Mid-Valley, with rates to be charged by City to customers, were included in the Proposition 218 notice sent to all customers on April 18, 2018; and

WHEREAS, Mid-Valley has provided excellent service to City since beginning service in 2014.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Parlier that the Municipal Solid Waste Franchise Agreement between City of Parlier and Mid-Valley Disposal, Inc, attached hereto, is hereby approved to be effective July 1, 2018.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Parlier held on the 7th day of June 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Mayor

ATTEST:

City Clerk/Deputy City Clerk

MUNICIPAL SOLID WASTE FRANCHISE AGREEMENT

BETWEEN

CITY OF PARLIER, CALIFORNIA

AND

MID-VALLEY DISPOSAL, LLC

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MUNICIPAL SOLID WASTE FRANCHISE AGREEMENT

BETWEEN

CITY OF PARLIER, CALIFORNIA

AND

MID-VALLEY DISPOSAL, LLC

This Franchise Agreement ("Franchise Agreement") is entered into this first day of July 2018, by and between the City of Parlier ("City") and Mid-Valley Disposal, LLC, a California Limited Liability Company ("Grantee"), for the collection and transportation of Solid Waste and for other services as further specified herein in Exhibit "A."

RECITALS

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939"), has declared that it is within the public interest to authorize and require local agencies to make adequate provisions for solid waste handling within their jurisdiction; and

WHEREAS, pursuant to California Public Resources Code Section 40059 (a), the City Council has determined that that the public health, safety, and well-being require that an exclusive franchise be awarded to a qualified Solid Waste enterprise for the collection and recovery of solid waste from all residential, industrial and commercial premises in the City; and

WHEREAS, Grantee has lawfully conducted solid waste handling operations in the City for several years, and has delivered a level of service to its customers commensurate with the highest industry standards. Grantee is well-qualified to continue providing that service; and

WHEREAS, the previous agreement and amendments between City and Grantee need to be updated; and

WHEREAS, in order to comply with the mandates of AB 939, subsequent legislation and regulation, the City must have the ability to direct the flow of Solid Waste within the incorporated City for the purposes of reporting, processing, recovery and disposal; and

WHEREAS, the City Council declares its intention of ensuring the delivery of adequate Solid Waste Handling services and of maintaining reasonable Fees for the provision of such handling services within the City.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

SECTION 1 - COVENANTS, REPRESENTATIONS AND WARRANTIES

A. Covenants, Representations and Warranties of Grantee

Grantee hereby makes the following covenants, representations and warranties for the benefit of the City as of the date of this Agreement.

- (1) Grantee is duly organized and validly existing as a limited liability company in good standing under the laws of the State of California.
- (2) Grantee has full legal right, power, and authority to execute, deliver, and perform this Agreement, and has duly authorized the execution and delivery of this Agreement.
- (3) Each Person signing this Agreement on behalf of Grantee has been authorized by Grantee to do so, and this Agreement has been duly executed and delivered by Grantee, and constitutes a legal, valid and binding obligation of Grantee enforceable against Grantee in accordance with its terms.
- (4) To the best of Grantee's knowledge, there is no action, suit, or proceeding before any court or governmental entity against Grantee or affecting Grantee, wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability of this Agreement, or which would have a material adverse effect on the financial condition of Grantee.
- (5) Grantee has sufficient financial resources to perform all aspects of its obligations hereunder. There has been no material adverse change in Grantee's or, if applicable, in Grantee's parent company's, financial circumstances since the date of the most recent financial statements or information, submitted to the City or reviewed by the City at the offices of Grantee.
- (6) Grantee has the expert, professional, and technical capability to perform all of its obligations under this Agreement and will maintain the capability at all times during this Agreement's term.
- (7) Prior to providing any service authorized by this Agreement, Grantee will have provided to the City Manager the security instrument and certificates of insurance required by the Agreement.
- (8) Prior to providing any service authorized by this Agreement, Grantee will have provided to the City Manager reasonably acceptable proof that the Grantee has obtained all necessary permits, authorizations and licenses which are required for furnishing such service.

B. Covenants, Representations and Warranties of the City

The City hereby makes the following covenants, representations and warranties to and for the benefit of Grantee as of the date of this Agreement:

- (1) The parties executing this Agreement on behalf of the City are duly authorized to do so. This Agreement constitutes the legal, valid and binding Agreement of the City and is enforceable against the City in accordance with its terms.

- (2) To the best of the City's knowledge without having conducted any research, there is no action, suit, or proceeding against the City before any court or governmental entity wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability of this Agreement.
- (3) The City shall reasonably consistent with its governmental duties, cooperate with Grantee in preserving the confidentiality of Grantee's proprietary information, including trade secret information, and preventing its disclosure. It will be the obligation of Grantee to designate what information it deems to be a trade secret or otherwise in need of protection at the time such information is provided to City. No copies of such proprietary information shall be retained by City as public records under California law. Such information may include financial information that concerns activities or aspects of the Grantee's business that are unrelated to any work performed for the City, and any other information from which the identity of any account, customer, vendor, buyer, supplier, end user, or other source or transferee of recyclable material may be reasonably ascertained, such as name, address, or other identifying information. Grantee shall defend and indemnify City, elected officials, officers, employees, contractors, consultants, attorneys, agents and volunteers, including for City attorney fees, staff costs, awards and judgments, for any claims brought against City for failure to produce any requested documentation related to Grantee and its business in possession of City in accordance with a Public Record's Act.
- (4) The City shall use best reasonable efforts to update and amend applicable provisions of its Municipal Code to the extent the City determines such changes are necessary to conform to this Agreement and to meet its obligations hereunder.

SECTION 2 - DEFINITIONS

Whenever any term used in this Franchise Agreement has been defined by AB939, AB1826 or in the Municipal Code, the definitions therein, as presently defined and as they may be amended in the future shall apply unless the term is otherwise defined in this Agreement. In the event of conflict between the definition found in AB 939, AB1826, in the City Code and this Agreement, the definition in this Agreement shall govern all other definitions, while the definition in the City Code shall take precedence over the definition contained in AB 939 or AB 1826. The definitions are set forth on the attached and incorporated Exhibit "C".

SECTION 3 - GRANT AND ACCEPTANCE OF EXCLUSIVE FRANCHISE RESIDENTIAL AND COMMERCIAL FRANCHISE

A. Grant of Franchise

Pursuant to the provisions of the City Code and pursuant to AB 939, and subject to the terms and conditions of this Agreement (including all extensions or renewals), City hereby grants to Grantee the sole and exclusive right, privilege, and franchise to provide the Solid Waste Handling services described in Exhibit "A" (Provided Services) to this Agreement to all single family units, multifamily units, and commercial, industrial, and institutional premises within the City, and to use the City streets and roads for such purpose. City shall actively enforce the exclusive rights of Grantee to provide services within the Franchise Area. By this Agreement and subject to its terms, the City grants the broadest form of exclusive solid waste handling

franchise permissible under applicable law including its general municipal police powers and the specific authority given to local agencies by California Public Resources Code Section 40059 to determine aspects of solid waste handling that are of local concern. The foregoing reference to Section 40059 includes the relevant appellate case law interpreting that statute.

B. Acceptance of Franchise

Grantee agrees to be bound by and comply with all the requirements of this Franchise Agreement. Grantee waives, terminates and hereby releases any right or claim to serve any part of the City under any prior grant of franchise, contract, license or permit issued or granted by any governmental entity.

C. Exceptions to Exclusivity

The foregoing Grant of Franchise excludes the following:

- (1) Self Haul. Any Solid Waste otherwise within the Scope of this Agreement which is removed and personally transported from any premises by the owner or occupant who generated the solid waste using his or her own equipment thereof for the purpose of lawfully delivering same to a Solid Waste Facility authorized to receive and handle solid waste. The use of a subcontractor by City is not "self haul" within the meaning of this exception.
- (2) Gardeners and Landscapers. The collection, transportation and disposal by a gardener or landscaper of green material or yard trimmings which are generated as an incidental part of providing gardening, landscaping or landscape maintenance services, provided that the gardener or landscaper is not a hauling service or solid waste enterprise, does not separately or additionally charge for the incidental service of removing, transporting or disposing of the green material or yard trimmings, and utilizes only his or her own employees and equipment to collect, transport and dispose of same.
- (3) Remodelers. The collection, transportation and disposal by a construction contractor of inert materials or demolition waste from remodeling jobs which are generated as an incidental part of providing such remodeling services, provided that the construction contractor is not a hauling service or solid waste enterprise, does not separately or additionally charge for the incidental service of removing, transporting or disposing (except for tipping fee) of the inert materials or demolition waste, and utilizes only his or her own employees and equipment to collect, transport and dispose of same.
- (4) Sale or Gift of Recyclable Materials. Source separated recyclable Materials which are either donated or sold by the generator of the materials to a party other than Grantee. A mere discount or reduction in price of the Grantee's charges for the handling of such materials is not a sale or donation within the meaning of this Agreement. For purposes of this Agreement, materials shall be deemed "solid waste" within the meaning of California Public Resources Code Section 40191, and shall be regulated as such, whether or not they may be potentially recyclable, in either of the following instances: (a) when the material is mixed or commingled with other types of solid waste, or (b) where the payment of a fee, charge, or other consideration, in any form or amount, is directly or indirectly solicited or received from the generator by any person or combination of persons in exchange for collection, removal, transportation, storage, processing, handling, consulting, container rental or disposal services ("fee for service" recycling),

whether or not arranged by or through a subcontractor, broker, agent, consultant, or affiliate of the provider of such service.

SECTION 4 – TERM AND TERMINATION

The initial term of this Agreement shall commence at 12:00 a.m. on July 1, 2018, and expire at 12:00 a.m. on June 30, 2028. Thereafter, beginning on July 1, 2019, and on each July 1 anniversary date thereafter, the term of this Agreement will be extended automatically for one (1) additional year, so as to have a rolling term of ten (10) years. Should either party desire that said automatic renewal and extension provision be terminated, such party shall give the other written notice of nonrenewal between January 1 and June 30 in any year, but not before the year 2020. Any such notice, properly given, shall serve to terminate the automatic one year renewal and extension provision only, and this Agreement shall remain in effect for the balance of the term then outstanding. In the event that either party exercises its right to terminate the automatic renewal and extension provision under this paragraph, the parties may subsequently reinstate the automatic renewal and extension provision by mutual written agreement. Termination of this Agreement may also occur pursuant to the section "Failure to Perform and Remedies," hereafter stated in this Agreement.

SECTION 5 - FRANCHISE AREA

The Franchise Area granted by this Agreement is the legally established geographic limits of the City, as the same now exist or may hereinafter be revised by annexation or otherwise. Grantee shall perform Solid Waste Handling services pursuant to this Agreement only in such Franchise Area.

SECTION 6 - SERVICES PROVIDED BY GRANTEE

The following minimum operating requirements shall apply to Grantee, except to the extent any operating requirement is specifically eliminated or modified in Exhibit "A":

A. Employees

- (1) Each employee or other Person driving Grantee's vehicle shall at all times have a valid California vehicle operator's license appropriate for the vehicle being driven.
- (2) All Grantee employees shall wear clean clothing of a uniform type when engaged in collection operations under this Agreement.
- (3) Each employee dealing with Customers, including without limit those engaged in collection or billing, shall at all times behave in a courteous manner.
- (4) Noncompliance with the employee items above are subject to the terms of Section 10, Failure to Perform and Remedies.

B. Hours of Collection

Grantee shall not collect Solid Waste within a residential area or within a commercial area which is contiguous to a residential area between the hours of 10:00 P.M. and 6:00 A.M. the next day.

C. Office for Inquiries and Complaints

Grantee shall maintain an office at some fixed place and shall maintain a locally listed toll-free telephone number. Such listing shall be in the Grantee's name or in the fictitious business name under which Grantee provides Solid Waste Handling services to the Area. Grantee shall provide live telephone service lines for Customers from 8:00 A.M. to 5:00 P.M., during all days of Solid Waste Handling Service, to answer inquiries and receive complaints. The number of toll free telephone lines provided shall be sufficient to adequately serve the public. The Grantee shall notify the City, in writing, seven (7) days prior to any change in business name, address, or telephone number. Such notice shall set forth the corrected information. This Section shall not require the Grantee to maintain an office which is different than or separate from the office for inquiries and complaints maintained by Grantee.

D. Records and Reports

Grantee shall prepare, maintain and provide to the City such records and reports as required in this Agreement, as well as those required under any other applicable law.

E. Requested Service

Grantee shall provide Solid Waste Handling services to all Customers within its approved Franchise Area who request such service, except when denial or discontinuance of service is specifically authorized by this Agreement. Such service shall commence within seven (7) working (waste collection) days of the Customer's request.

F. Collection Frequency

For health and safety purposes, minimum collection frequency for all Solid Waste Handling Customers shall be once per week, in accordance with Section 17331 of Title 14, California Code of Regulations. Grantee shall correct any missed collection of a Customer's Solid Waste within two (2) working (waste collection) days of notice thereof, unless the next regular collection of such waste is scheduled to occur within three (3) working (waste collection) days of such notice.

G. Containers

In addition to any requirement Grantee is subject to under its Health and Safety Permit, each container shall be replaced in its proper place in a neat and orderly manner; any litter spilled from a container by Grantee's employees while emptying a container shall be cleaned up by Grantee's employees.

H. Noise

In addition to any requirement Grantee is subject to under applicable law, Grantee shall not create any noise in excess of what is reasonable and necessary in providing Solid Waste Handling services to its Customers. Further, Grantee shall actively evaluate and strive to implement noise reduction measures on an ongoing basis, consistent with common industry practice and standards applicable in similar circumstances.

I. Collection Equipment

Grantee shall provide an adequate number of vehicles and equipment to provide the Solid Waste Handling services required under its Franchise Agreement. No vehicle shall be used for the collection and transportation of Solid Waste prior to such initial and/or periodic inspection and approval by the Department of Public Health, Division of Environmental Health Services to the extent required under the Grantee's applicable Health and Safety Permit.

- (1) All motor vehicles used by Grantee under its Franchise Agreement shall be registered with the Department of Motor Vehicles of the State of California, shall be kept clean and in good repair, and shall be uniformly painted. In addition, vehicles must be in compliance with the California Air Resources Board requirements and any other applicable state or federal laws and/or regulations pertaining to the operation of Solid Waste handling equipment.
- (2) Solid Waste collection motor vehicles used in operations under any Franchise Agreement shall be washed at least once every fourteen (14) calendar days.
- (3) The name and local or toll free telephone number, and vehicle number, in letters and figures no less than three inches (3") high, shall be visibly displayed on all motor vehicles used by Grantee in operations under this Franchise Agreement.
- (4) All solid waste collection motor vehicles shall not be older than 15 years old.

J. Privacy

Grantee shall strictly observe and protect the rights of privacy of its Customers. Information identifying individual Customers or the composition or contents of a Customer's waste stream shall not be revealed to any Person, governmental unit, private agency, or company, unless as part of a legitimate inquiry by a governmental unit, or as authorized by a court of law or by statute, or upon written authorization of the Customer. This provision shall not be construed to preclude Grantee from preparing, participating in, or assisting in the preparation of waste characterization studies or waste stream analyses which may be required by AB 939, or the City, provided that no such analysis shall identify any person or connect any person to any particular waste. In addition, Grantee shall not market, sell, convey, or donate to any Person any list with the name or address of Customers except that Grantee may provide such lists to authorized employees and authorized representatives of the City as necessary to comply with this Franchise Agreement. Grantee shall, at all times and consistent with prevailing industry standards, utilize encryption or other security measures reasonably calculated to protect Customer information from unauthorized disclosure.

K. Customer Complaints

Grantee shall respond to customer complaints whether received directly from customers, or by customer through City. Grantee shall designate a government liaison Person responsible for working with the City to resolve Customer complaints. The name of the liaison Person and a 24 hour availability telephone number shall be provided to the City Manager. Customer complaints shall be resolved in accordance with Section 10(B) herein, "Resolution of Customer Complaints."

L. Property Damage

- (1) Any physical damage caused by the act or omissions of employees, officers, or agents of the Grantee to private or public property resulting from operations under this Agreement shall be promptly repaired or replaced by Grantee at Grantee's sole expense.
- (2) With respect to driving surfaces, Grantee shall be responsible for damage (excluding normal wear and tear), whether or not paved, resulting from the weight of vehicles providing Solid Waste Handling services on public or private property when it can be demonstrated that such damage is the result of vehicles exceeding speed limits or maximum weight limits set by the State of California or by other negligent operation of vehicles by Grantee's employees.

M. Gratuities

Grantee shall not, nor shall it permit any officer, agent, or employee employed by it, to request, solicit or demand, either directly or indirectly, any gratuity for services authorized or required under its Agreement.

N. Unlawful Discrimination

In performing the Solid Waste Handling services under its Franchise Agreement, and in exercising the rights and privileges granted thereunder, Grantee shall not unlawfully discriminate for or against any Person on the ground of race, sex, age, creed, color, religion or national origin, or any other protected class under State or Federal Law.

O. Laws and Licenses

Grantee shall comply with all federal, state, and City, County or local laws, ordinances, rules, and regulations applicable, from time to time and as amended, to the performance of the Solid Waste Handling services provided under this Franchise Agreement and shall obtain and maintain in full force and effect all licenses and permits necessary to perform such services throughout the term of this Franchise Agreement.

P. Services During Strikes, Lockouts or Other Labor Disturbances

In the event of labor strikes, lockouts, or other labor disturbances, Grantee and City agree to cooperate fully in developing and implementing contingency plans for the continued collection and handling of Solid Waste in order to safeguard public health and avert imminent and substantial threats to public health and safety. Without limitation, these cooperation efforts may include prioritizing the collection of Solid Waste from certain businesses in order to control the accumulation of Solid Waste that may lead to more immediate threats to public health such as putrescible waste, sewage sludge, and manure or other animal waste.

SECTION 7 - OWNERSHIP OF SOLID WASTE INCLUDING RECYCLABLE MATERIALS

Except as otherwise provided in state law, ownership of Solid Waste shall transfer to Grantee at such time as the Solid Waste is discarded by the Solid Waste Handling service Customer. City makes no claim of ownership to the discarded solid waste.

SECTION 8 - WASTE DELIVERY DESIGNATION

City reserves the right to designate the disposal facility or facilities to which Grantee shall deliver Solid Waste generated within City and collected by Grantee pursuant to this Agreement. This designation, when made, shall be subject to the following:

- (1) Solid Waste that Grantee determines to be suitable for Processing or green composting may be delivered by Grantee to a Materials Recovery Facility or waste processing facility selected by Grantee, and only the Residual Solid Waste resulting from Processing will be subject to the waste delivery designation.
- (2) If the City Manager or his/her designee directs Grantee to deliver residual Solid Waste collected pursuant to this Agreement to a Solid Waste Facility that is different from the facility Grantee is then using for the disposal of such waste, or in amounts that are different than the amount that Grantee is currently delivering to that facility, and this direction results in increased operating costs to the Grantee, Grantee shall be entitled to a corresponding Fee adjustment to fully compensate Grantee for the increased costs.

SECTION 9 – INDEMNIFICATION, INSURANCE AND PERFORMANCE BOND

A. Indemnification of City

The Grantee agrees to indemnify, defend (with counsel chosen by City) and hold harmless the City and its authorized elected officials, officers, employees, contractors, consultants, attorneys, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of Grantee's performance of services under this Agreement, except to the extent, if at all, that such liability arises as a result of City's own gross negligence or willful misconduct.

Hazardous Waste Indemnification

Without limiting the generality of the foregoing, if Grantee is alleged to have, or determined to have, or not disputed allegations that it has negligently or willfully acted or failed to act with respect to the collection, handling or transportation of Hazardous Waste, Grantee shall indemnify, defend with counsel chosen by City, protect and hold harmless the City and its respective elected officials, officers, employees, contractors, consultants, attorneys, agents, volunteers, assigns, and any successor or successors harmless from and against all claims, actual damages (including, but not limited to, special and consequential damages), natural resources damage, punitive damages, injuries, costs, response remediation and removal costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, and expenses (including, but not limited to, attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by, or asserted against, City or its respective officers, employees, agents, or Grantees arising from or attributable to any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any Hazardous Waste as to which Grantee has negligently or willfully acted or failed to act with respect to its collection, handling or transportation at any place where Grantee stores, handles, transports or disposes of Solid Waste pursuant to this Franchise Agreement. The foregoing indemnity does not extend to liability arising from de minimis amounts of household hazardous waste that Customers may place in solid waste receptacles, and excludes liability arising from City's decision to exercise its waste delivery designation rights

under Section 8 of this Agreement. The foregoing indemnity is intended to operate and shall operate as an agreement pursuant to Section 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act, "CERCLA", 42 U.S.C. Section 9607(e) and California Health and Safety Code Section 25364, to insure, protect, indemnify, and hold the City harmless from liability. This Section 9B shall survive the termination, lapse or any change in the relationship of the Parties hereto.

B. Diversion Program

- The City and Grantee agree that the essential element to meeting state-mandated waste diversion requirements is to develop robust programs and program elements to maximize opportunities for diversion, and to maximize participation in those program elements. Grantee shall conduct diversion programs in accordance with the City's approved Source Reduction and Recycling Element, including but not limited to programs set forth in Exhibit "A".
- Annually, the Grantee and the City will review the recycling programs being implemented by Grantee for effectiveness toward meeting AB 939 diversion requirements. As determined by the Grantee and Manager, programs may be modified, added or deleted. Programs proposed for elimination, addition or that require a change in Fees, will require approval by the City Council. Grantee will provide information reasonably requested by the City, as necessary to determine the effectiveness of the program(s).
- If the City finds that additional programs are necessary to meet any AB 939 required diversion goals the City may require Grantee to provide proposals for additional diversion programs to meet the diversion requirements. Compensation for such additional programs shall be established under the terms of this Agreement as a Change in Service Level Adjustment.

C. Diversion Indemnification

Grantee agrees, subject to the provisions of Section 40059.1 of the California Public Resources Code, to protect and defend City, with counsel selected City, and to indemnify and hold City employees, elected officials, officers, contractors, consultants, attorneys, agents, volunteers, and other related personnel and entities harmless from and against all fines or penalties imposed by CalRecycle on account of AB 939 diversion goals, specified in California Public Resources Code Section 41780, not being met by City, if such diversion goals are not met as the result of acts or omissions of Grantee or failure by Grantee to implement in good faith all diversion programs required or approved by the City or as a result of Grantee's failure to provide City with necessary data reasonably available to Grantee regarding attainment of diversion goals.

D. Insurance Requirements

The Grantee agrees to provide insurance set forth in accordance with the requirements herein. If the Grantee uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Grantee agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services. The Grantee shall waive all rights of subrogation against the City, its officers, employees, agents, and volunteers related to the performance of services under this Agreement.

Without in any way affecting the indemnity herein provided and in addition thereto, the Grantee shall secure and maintain throughout the contract term the following types of insurance with limits as described below:

- Workers' Compensation/Employers Liability – A program of Worker's Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Grantee and all risks to such persons under this contract.
- Commercial/General Liability Insurance – the Grantee shall carry General Liability Insurance covering all operations performed by or on behalf of the Grantee providing coverage for bodily injury and property damage with a combined single limit of not less than two million dollars (\$2,000,000), per occurrence. The policy coverage shall include:
 - Premises operations and mobile equipment
 - Products and completed operations
 - Broad form property damage (including completed operations)
 - Explosion, collapse and underground hazards, if necessary
 - Personal Injury
 - Contractual liability
 - \$2,000,000 general aggregate limit

Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than two million (\$2,000,000) for bodily injury and property damage, per occurrence.

- All required insurance policies, except for the Workers' Compensation coverage, shall contain endorsements naming the City, and its employees, agents, volunteers and officers as additional insureds with respect to liabilities arising out of operating under the Franchise Agreement. The additional insured endorsements shall not limit the scope of coverage for the City to vicarious liability but shall allow coverage for the City to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, GC 2010, 1185.
- All insurance policies required by this Agreement must be primary and non-contributory with any insurance or self-insurance programs carried or administered by the City.
- Unless otherwise approved by the City, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".
- Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by the City. In the event any deductibles or self-insured retention is not approved by the City, Grantee may obtain a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses for any unapproved amount.

E. Performance Bonds or Other Security

Grantee shall furnish to the City without additional charge a corporate surety bond, a letter of credit or other security device acceptable to the City in City's sole discretion, as security for performance under this Franchise Agreement (collectively "Security"). The amount of the Security shall be the lesser of one month's expected Gross Receipts Less Disposal Charge, or Seventy-Five Thousand Dollars (\$75,000.00). Adequate proof of the existence of the Security shall be provided (e.g., a certificate from the surety showing that the bond premiums have been paid in full shall accompany the bond and each renewal thereof). The surety on the bond, the bank on which the letter of credit is drawn and the surety for any other Security device shall be a company acceptable to the City and shall be authorized to do business in the State of California.

F. Modification

The requirements of this Section 9 may be modified or waived in writing by the City upon the request of Grantee, provided the City reasonably determines such modification or waiver is in the best interest of City and of the public welfare, considering all relevant factors, including acceptable financial guarantees provided by Grantee or by a parent company of Grantee.

SECTION 10 - FAILURE TO PERFORM AND REMEDIES

The rights of the Grantee and City upon the failure of either to perform as required under this Agreement shall be as provided below:

A. Administration, Enforcement and Remedies

- (1) If the City Manager determines at any time that the Grantee's performance of the Solid Waste Handling services authorized/required in this Franchise Agreement, are not in conformity with the provisions of the Franchise Agreement, or applicable federal, state, or local law or regulation, including but not limited to the laws governing collection, transfer, storage and/or disposal of Solid Waste, the City Manager will notify Grantee in writing of such deficiencies ("Notice of Deficiency").

The Notice of Deficiency may provide a reasonable time within which correction of all noted deficiencies is to be made. Unless a shorter or longer period of time is specified in the notice of deficiency sent by the City Manager, a reasonable time for correction shall be sixty (60) consecutive calendar days from the receipt by the Grantee of such written notice. If the Grantee cannot reasonably correct or remedy a noted deficiency within the time specified in the Notice of Deficiency, but the Grantee immediately commences to correct or remedy such deficiency within the time set forth in the Notice of Deficiency and diligently pursues such correction or remedy thereafter Grantee shall not be deemed to have failed to correct or remedy the Notice of Deficiency. The Parties agree that that while uncured defaults of material provisions of the Agreement which present an imminent and substantial threat to public health and safety should result in termination of the Agreement, minor defaults should be the subject of liquidated damages as set forth herein.

- (2) The City Manager shall review the Grantee's response to the Notice of Deficiency. If the City Manager determines that the Grantee has not cured the deficiency, or if there is no

cure period provided in the Notice of Deficiency given the nature of the deficiency, the City Manager shall either:

- i. Refer the matter directly to the City Council for decision pursuant to subsection (4) of this Section 10-A; or
 - ii. Decide the matter and notify the Grantee of that decision, in writing.
 - The decision of the City Manager may be to terminate the Franchise Agreement or may be to impose some lesser sanction;
 - The decision of the City Manager shall be final and binding on Grantee unless the Grantee files a "Notice of Appeal" with the City Manager within thirty (30) days of receipt of the City Manager's decision. The Notice of Appeal shall be in writing, shall contain a detailed and precise statement of the basis for the appeal.
 - Within ten (10) working days of receipt of a Notice of Appeal, the City Manager shall refer the appeal to the City Council for proceedings in accordance with subsection (4) of this Section 10-A.
- (3) Should the City Manager refer the Notice of Deficiency to the City Council in the first instance, or if the matter reaches the City Council pursuant to a Notice of Appeal, the City shall set the matter for hearing.
- i. If the City Council sets the matter for public hearing:
 - The City shall give Grantee, and any interested person requesting the same, fourteen (14) days written notice of the time and place of the hearing. At the hearing, the City shall consider the report of the Manager indicating the deficiencies, and shall give the Grantee, or its representatives and any other interested person, a reasonable opportunity to be heard.
 - Based on the evidence presented at the public hearing, the City Council shall decide the appropriate action to be taken. If, based upon the record, the City determines that as noted in the Notice of Deficiency the Grantee's performance of the Solid Waste Handling services authorized/required in this Franchise Agreement, are not in conformity with the provisions of the Franchise Agreement, or constitute a material violation of applicable federal, state, or local law or regulation, including but not limited to the laws governing collection, transfer, storage and/or disposal of Solid Waste, then the City may terminate this Franchise Agreement forthwith if it determines that an imminent and substantial threat to public health and safety has been created as a result of Grantees' deficiency, or in the case of any other uncorrected breach, it may impose such lesser sanction or sanctions not involving termination as it deems reasonably appropriate. The decision of the City Council shall be final and conclusive.
- (4) Grantee's performance under this Franchise Agreement is not excused during the period of time prior to the City Manager's or the City Council's final determination, as the case may be, regarding the validity of, and appropriate response to, the deficiencies noted in the Notice of Deficiency.

(5) In the event Grantee: (i) has received a Notice of Deficiency and fails to perform Solid Waste Handling services; or (ii) has had its Franchise Agreement terminated; the City, reserves the right, in addition to all other rights available to the City, to take any one or combination of the following actions:

- i. To rent or lease from Grantee, at its respective fair and reasonable rental value, all or any part of the Grantee's equipment (including collection containers utilized by Customers and office equipment and billing programs), utilized by Grantee in providing the Solid Waste Handling services required under this Franchise Agreement. The City may rent or lease such equipment for a period not to exceed six (6) months, for the purpose of performing the Solid Waste Handling services, or any part thereof, which Grantee is (or was), obligated to provide pursuant to its Franchise Agreement. The City may use said rented equipment to directly perform such Solid Waste Handling service or to assign it to some other Grantee or Person to act on the City's behalf. Grantee shall be held responsible for the costs to insure the City or its assignee from all liability resulting from the operation of Grantee's equipment. In the case of equipment not owned by Grantee, Grantee shall assign to the City, to the extent Grantee is permitted to do so under the instruments pursuant to which Grantee possesses and uses such equipment, the right to possess and use the equipment.
- ii. As used in this subsection, "reasonable rental value" means the rate for such equipment as listed in the State Division of Transportation publication, "Labor Surcharge and Equipment Rental Rates," in effect at the time the City leases the equipment. If a particular piece of equipment is not listed in said publication or if said publication is not current, the reasonable rental value may be established by the Manager by any equitable alternative method.
- iii. If the City exercises its rights under this subsection, the City shall pay or owe Grantee the reasonable rental value of the equipment so taken for the period of the City's possession thereof. The City may offset any amounts due to Grantee pursuant to this provision against any amounts due the City from Grantee.
- iv. All revenues owed by Customers which are attributable to services performed by or at the direction of the City during City's assumption of Grantee's Solid Waste Handling duties shall be billed by and paid to the City. To the extent Grantee receives such revenue after City's assumption of Grantee's Solid Waste Handling duties, Grantee shall pay such revenue to City promptly after receipt thereof (or promptly after City has performed the services related to such revenue, if the revenue was received by the Grantee prior to the City's assumption of duties) and Grantee shall be deemed to have assigned to City all of Grantee's right and interest to any such revenues.

(6) The City rights set forth in this Section 10-A are in addition to, and not in limitation of, any other powers or rights available to the City upon failure of Grantee to perform its obligations under this Franchise Agreement. Further, by entering into this Franchise Agreement Grantee acknowledges, admits and agrees, for use as evidence in any proceeding of any nature, and from time to time, that its material violation of any terms of this Franchise Agreement shall cause the City to suffer irreparable injury and damages

sufficient to support injunctive relief to enforce the provisions of the Franchise Agreement, and to enjoin the breach thereof. Grantee hereby agrees that the City may deem the foregoing a stipulation, for any purpose or proceeding.

B. Resolution of Customer Complaints

Procedures for resolution of complaints and other disputes shall be as follows:

- (1) Grantee agrees to use its best efforts to resolve all complaints received by close of business of the second working (waste collection) day following the date on which such complaint is received. (See Office of Inquiries and Complaints section herein). Service complaints may be investigated by City Manager, as necessary to resolve. Grantee shall provide reasonable cooperation in the event of such investigation. Grantee shall maintain records listing the date of Customer complaint, the name, address and telephone number of Customer, the nature of the complaint or request, and the date when and nature of the action taken by the Grantee to resolve the complaint. All such records shall be maintained for at least three (3) years after Grantee's receipt of the complaint or inquiry and shall be available for inspection by City during all business hours. Service complaints shall be responsibility of Grantee whether received by City and forwarded to Grantee, or received directly by Grantee.
- (2) If the Grantee fails to cure a complaint, the City Manager shall review the complaint and determine if further action is warranted. The Manager may request written statements from the Grantee and Customer, or oral presentations or both written and oral presentations.
- (3) The City Manager shall determine if the Customer's complaint is justified, and if so, what remedy, if any, shall be applied. The remedy provided to the Customer under this Section shall be limited to a refund of Customer charges related to the period of violation of any of the terms of Division 6 of Title 4 of the Code or of the breach of any term of this Franchise Agreement. In addition to any other remedy of City contained in this Agreement, City may impose upon Grantee liquidated damages of up to one hundred dollars (\$100.00) payable to the City for any single event or series of related events, or actual damages as demonstrated during the resolution procedure.
- (4) The City Manager may delegate the duties under this Section to a designee. The decision of the City Manager or a designee shall be final on any matter of five hundred dollars (\$500.00) or less. In the event of a decision on a matter awarding more than five hundred dollars (\$500.00), Grantee may seek review pursuant to the Notice of Appeal procedure contained in Section 10-A of this Agreement.

SECTION 11 - FRANCHISE TRANSFER

The rights of the Grantee in regards to the transferability of its Franchise shall be as set forth below:

- (1) Neither this Franchise Agreement nor any right or privilege granted in this Agreement shall voluntarily or involuntarily be transferred, sold, hypothecated, sublet, assigned or leased, in whole or in part, nor shall title thereto, either legal or equitable, or any right, interest, or property therein (all collectively referred to herein as "transfer"), pass to or vest in any Person, except the Grantee, either by act of the Grantee or by operation of

law, without the prior written consent of the City. Any attempt by Grantee, or by operation of law, to transfer this Franchise Agreement without the prior written consent of the City shall be void and deemed a material breach of this Agreement.

- (2) This Franchise Agreement shall terminate on any Change in Ownership of Grantee, unless such Change in Ownership has been consented to, in writing, by the City prior to the effective date of such Change in Ownership.
- (3) The City shall review a request by Grantee that the City approve a transfer of all or part of Grantee's interest in this Franchise Agreement, or that the City consent to a Change in Ownership of Grantee, using such criteria as it deems necessary including, but not limited to, those listed below. The City shall not unreasonably withhold its consent to the transfer of this Franchise Agreement or to any Change in Ownership of Grantee.

If the Grantee requests that the City consider and consent to a transfer or a Change in Ownership of Grantee, the Grantee or the proposed transferee, as applicable, shall at a minimum meet each of the following requirements:

- i. The Grantee shall pay the City a maximum of \$50,000.00 for incurred attorney's fees and related administrative and investigation costs necessary to determine the suitability of any proposed transferee or proposed new owners, and to review and finalize any documentation required by City, in its sole and absolute discretion to determine what form of documentation will be used in terms of effecting a proper transfer, as a condition for approving any such transfer or Change in Ownership.
- ii. The Grantee shall furnish the City with independently audited financial statements of the proposed transferee's operations for the immediately preceding three (3) operating years.
- iii. The Grantee shall furnish the City with proof satisfactory to City, in its sole and absolute discretion:
 - that the proposed transferee or the proposed management of the Grantee under the proposed new owner has at least three (3) years of solid waste management experience of a scale equal to or exceeding the scale of operations conducted by Grantee under this Agreement;
 - that in the last five (5) years, the proposed transferee or any company managed by the proposed new owner (or by the proposed management of the Grantee under the proposed new owner) has not received any citations, Notice of Violations or other censure from any federal, state or local agency having jurisdiction over its waste management operations due to any failure to comply with state, federal or local waste management laws, where such failure either: (i) evidences a pattern of disregard for such state, federal or local waste management laws; or (ii) involves actions which endangered the lives or property of any Person. Grantee shall supply the City with a complete list of such citations, Notices of Violations and censures, if any;

- that the proposed transferee or any company managed by the proposed new owner (or by the proposed management of the Grantee under the proposed new owner) has at all times conducted its operations in an environmentally safe and conscientious fashion;
- that the proposed transferee or any company managed by the proposed new owner (or by the proposed management of the Grantee under the proposed new owner) conducts its solid waste management operations in accordance with sound waste management standards and practices and in full compliance with all federal, state and local laws regulating the collection and disposal of waste;
- of the adequate financial strength of proposed transferee or of the Grantee under the proposed new ownership; and
- of the ability of the proposed transferee or of the Grantee under the proposed new ownership to obtain and maintain required insurance and bonds.

SECTION 12 - REPORTS

Grantee shall provide the City Manager with such reports and information and make its records available for review as provided below:

A. General

- (1) Grantee shall keep, and, maintain, and furnish copies of such operating records and reports as may be requested by City to ascertain compliance with this Agreement, and support requests for a Fee adjustment. Such records may include, but are not limited to, Grantee's records containing the underlying financial and operational data relating to its basis for, and computation of all costs associated with, providing the services required of it under this Franchise Agreement. The City reserves the right to request that additional information be provided to it, as necessary to ascertain compliance with this Agreement or facilitate its review of a requested Fee adjustment, including but not limited to the AB 939 reporting requirements. City and Grantee agree that Grantee's financial data and operational records shall be open to inspection and review by City at all times, but shall remain confidential with respect to third parties, and shall be protected from disclosure to the extent they contain proprietary information, including trade secrets, whether or not designated as such by Grantee.
- (2) All information required to be kept, maintained or furnished to the City shall be maintained a minimum of five (5) years after the entry of the most recent item therein;
- (3) The Grantee's financial and accounting records required to be maintained under the provisions of this Agreement shall be maintained on an accrual basis in accordance with the most current edition of Generally Accepted Accounting Principles published by the American Institute of Certified Public Accountants. Unless inconsistent with Generally Accepted Accounting Principles, gross receipts must be recorded as revenues. All such records are to be treated as the private, confidential and proprietary information of Grantee, which are not public records subject to disclosure, except shall be made available to the City consistent with this Section.

B. Reporting Requirements

During the term of this Franchise Agreement, Grantee shall submit to the City quarterly, and more often if required by law, information reasonably required by City to meet its reporting obligations imposed by AB 939, as amended, and the regulations implementing AB 939, in a manner approved by the City. Grantee agrees to submit such reports and information as reasonably requested by the City. Grantee agrees to render all reasonable cooperation and assistance to the City in meeting the requirements of the City's source reduction and recycling element and non-disposal facility element.

C. Annual and Quarterly Reports

- (1) Annual and Quarterly reports shall be submitted in hard copy, based on City format, unless otherwise directed by the City.
- (2) The Quarterly report for the period between the Effective Date and the end of the 2018 calendar year shall serve as the Quarterly report and Annual report for calendar year 2018 only. Beginning with calendar year 2019, Annual reports to the City shall be due by February 15th of the following year, and shall include:
 - i. Account data, including the number of accounts, amount (in tons) and type of material collected, amount and types of material moved through Grantee's Transfer Station, amount and types of material recycled, processed or otherwise diverted from landfill disposal, and customer count by type of service
 - ii. Public education and information activities undertaken during the year, including distribution of bill inserts, number of issued collection notification tags, community information and events, and newsletters.
 - iii. Review of the number and type of complaints received during each quarter, their resolution, and the time required for resolution.
- (3) Quarterly reports shall be submitted forty-five (45) days following the end of each calendar quarter, beginning with the first quarter of 2019. The quarterly reports shall include:
 - i. Amount (in tons) and type of material collected.
 - ii. Amount and types of material deposited in the Solid Waste Facility.
 - iii. Amount and types of material recycled, processed or diverted.
 - iv. Customer complaint log for complaints received during the quarter.
 - v. Summary assessment of services, and identification of impediments to meeting service requirements.

SECTION 13 - COMPENSATION

A. Compensation

- (1) **Billing and Payment.** All requests for service, or for changes in service, shall be processed by City and promptly reported to Grantee. City shall provide billing services to all residential, commercial and industrial customers who receive service pursuant to this Agreement, except that Drop Box services will be billed and collected by Grantee.

On a monthly basis, City shall remit to Grantee the full amount of services provided based on the Grantee Fees set forth on Exhibit "D." The monthly compensation payment to Grantee shall be paid by City within thirty (30) days of the end of the applicable billing cycle. Said Fees paid to Grantee are exclusive of fees collected by City for billing and customer services provided by the City, contract management, enterprise fund management, and Franchise Fees. The parties acknowledge City's right to add and retain such fees.

For Drop Box service billed by Grantee, the Franchise Fee at the time of signing this Agreement shall be seven percent (7%) of all sums collected by Grantee from Drop Off customers. This is payable to City on a monthly basis, either by remittance from Grantee, or, if by mutual agreement, by netting the amount paid to Grantee by City. City shall provide 30 days' notice to Grantee in the event the Franchise Fee is changed, and Grantee shall thereafter remit to City in accordance with the revised Franchise Fee.

Each party shall provide/maintain accurate and complete accounting and billing. Either party may request and be entitled to review the other party's accounting and billing related to this Agreement.

- (2) **Grantee's Fees.** Grantee shall provide solid waste handling services pursuant to this Agreement at the Fees set forth in the attached Exhibit "D," the contents of which are incorporated by this reference. The Exhibit "D" Fees will apply at the inception of this Agreement, and are subject to adjustment as set forth elsewhere herein.

The parties acknowledge their understanding that the Exhibit "D" Fees are the amounts that Grantee will be paid by the City for the services it is providing under this Agreement, and are not necessarily reflective of the total charges that City will actually bill to customers. The City expressly reserves the right to charge customers whatever Rates it deems reasonable or appropriate, and the actual charges to a customer will include additional amounts, over and above the amount that will be paid to Grantee, to cover such administrative, franchise, finance, collection or other fees as the City determines proper. If no Fee has been established for a particular service billed by City, Grantee and City shall mutually agree on an appropriate charge for that service or service level. If no Rate has been established for a service billed directly by Grantee, then Grantee shall determine with Customer the appropriate charge, subject to City approval. Grantee shall promptly notify City of any new Rates to be billed by Grantee.

The Exhibit "D" Fees are inclusive of all Solid Waste handling services to be provided, including collection, transportation, processing, composting, disposal, and cart and bin costs, and costs associated with moving bins from standard enclosures such distance as is reasonably necessary to empty them (but not including costs associated with moving bins beyond such distance in unusual circumstances or due to special requests by customers). No other charges shall be imposed by Grantee for such services unless approved by City.

B. Adjustment to Fees Paid Grantee

The following annual and special rate adjustments shall be made to the Fees provided for in this Franchise Agreement.

(1) Annual Cost of Living Adjustment (COLA)

Beginning July 1, 2019, following the Effective Date of this Franchise Agreement, the Fee shall be annually adjusted upwards by adding a cost of living adjustment (COLA) to the then current Fee. The COLA shall be based on the LOWER of the two following Consumer Price Indices (CPI).

Consumer Price Index, All Items, Not Seasonally Adjusted, San Francisco-Oakland-San Jose, California, as published by the U. S. Department of Labor, Bureau of Labor Statistics, Series Id. CUURA422SAO or CUUSA422SAO, Base Date 1982-84=100, or the most similar successor index if this index is no longer published.

Consumer Price Index, All Items, Not Seasonally Adjusted, Los Angeles-Long Beach-Anaheim, California, as published by the U. S. Department of Labor, Bureau of Labor Statistics, Series Id. CWURS49ASA0, Base Date 1982-84=100, or the most similar successor index if this index is no longer published.

The COLA shall be the average of the change in bi-monthly postings over a twelve (12) month period change in the CPI, compared to the previous twelve (12) month period. Each year, the reference period shall be the CPI index postings of June through April during the previous twelve (12) month period (lower of San Francisco or Los Angeles) applied to the "Service Component." As an example of the methodology, the following is the calculated COLA for July 1, 2016.

	Jun	Aug	Oct	Dec	Feb	Apr	Avg.	Change	COLA
2014/15	253.317	253.354	254.503	252.273	254.910	257.622	254.330		
2015/16	259.117	259.917	261.019	260.289	262.600	264.565	261.251	6.921	2.72%

This Agreement presumes that eighty-five percent (85%) of the Fees are attributable to Grantee's services ("Service Component"), and fifteen percent (15%) thereof is attributable to the cost of disposal ("Disposal Component"). Accordingly, the annual COLA will be multiplied by a factor of 0.85. Using July 1, 2016, as an example, the COLA to be applied to Fees would be:

$$0.85 \times 2.72\% = 2.31\%$$

(2) Extraordinary Adjustment

The parties acknowledge that there may be infrequent extraordinary events which, although they do not prevent either party from performing, and thus do not implicate the Force Majeure provisions hereof, nevertheless increase the cost of providing service such that Grantee's compensation and the Fee adjustment mechanism provided in this

Agreement result in Grantee's suffering losses which are substantially outside the commercially reasonable expectations of the parties. The obligation of the parties in such event is to act reasonably toward each other in arriving at an appropriate adjustment in Fees. Accordingly, at its option, Grantee may apply to the City at any time, but not more frequently than once annually, for an extraordinary Fee adjustment should an event or circumstance arise (including a change in landfill tipping fee) that is not the result of a Change in Law or Change in Service Level which negatively impacts the economic operation of Grantee and which is in excess of the Fee adjustment resulting from the application of the annual adjustment formula set for in subparagraph (a) above. An interim adjustment in Fees will be deemed justified if it is necessary for the Grantee to make a substantial change in its operations, or substantial capital expenditure or investment in order to perform its obligations under this Agreement due to the occurrence of an event or circumstance other than a Change in Law or Change in Service Level which is beyond the reasonable control of Grantee. In the event of such an application for an extraordinary Fee increase, it is understood that the Grantee shall have the burden of demonstrating to the reasonable satisfaction of City the basis for the extraordinary increased cost.

(3) Solid Waste Facility Fee Adjustment

The Solid Waste Facility Fee Adjustment shall be the pass-through of one hundred percent (100%) of any increase in the fee charged to the Grantee, applied to the "Disposal Component", and shall be effective as of the date of the change of such fee. As an example, using the increase in Solid Waste Facility Fee for July 1, 2017, compared to the fee in place July 1, 2016, the factor to be applied to all Fees is:

2017 fee	\$23.64 per Ton
<u>2016 fee</u>	<u>-23.06</u>
Increase	\$0.58 per Ton

Increase, expressed as a percentage:

$$\$0.58 / \$23.06 \times 100\% = 2.51\%$$

The increase in Disposal Component applied to Fees is then:

$$0.15 \times 2.51\% = 0.376\%$$

(4) Franchise Fee Adjustment

The Franchise Fee adjustment shall be the pass through of one hundred percent (100%) of any increase or decrease in the Franchise Fee, and shall be effective as of the date the Franchise Fee increase or decrease is payable by the Grantee.

(5) Change in Service Level Adjustment

- i. The Fee shall be increased (or decreased) by one hundred percent (100%) of the increase (or decrease) or incremental increase (or incremental decrease), as the case may be, in the demonstrable costs (i.e., on any direct or indirect cost, whether fixed or variable) associated with the change in the level of the Solid Waste Handling services which may be required of, or agreed to by,

Grantee. A Change in Service Level Adjustment shall be effective on and after the actual date of the requirement to or agreement to change operations which results from the change in service, but, absent the consent of the Manager, not sooner than the effective date of the change in service. In no event shall any Change in Service Level Adjustment be effective prior to the City's approval of an amendment to the Franchise Agreement.

- ii. In the event that the City Manager and the Grantee claiming to be affected by the change in service level cannot agree on either the existence, or the effect on demonstrable costs, of a change in service level, the dispute resolution provisions of Section 13-C (1) shall apply.

(6) Change in Law Adjustments

- i. The Fee shall be increased (or decreased) by one hundred percent (100%) of the increase (or decrease) or incremental increase (or incremental decrease), as the case may be, in the demonstrable costs (i.e., on any direct or indirect cost, whether fixed or variable) associated with the change in the manner or nature of conducting Solid Waste Handling services necessitated by a Change in Law. A Change in Law Adjustment shall be effective on and after the actual date of the change in operations which resulted from the Change in Law, but, absent the consent of the Manager, not sooner than the effective date of the Change in Law. In no event shall any Change in Law Adjustment be effective prior to the City's approval of an amendment to the Franchise Agreement.
- ii. In the event that the City Manager and the Grantee claiming to be affected by the Change in Law cannot agree on either the existence, or the effect on demonstrable costs, of a Change in Law, the dispute resolution provisions of Section 13-C (1) shall apply.

C. Dispute Resolution Regarding Adjustment to Fees

- (1) Any dispute regarding any Change in Service Level Adjustment or Change in Law Adjustment provided for in 13 above, which cannot be resolved between the Grantee and City within thirty (30) days of the receipt by City of such documents as City may reasonably request, shall be submitted to a mutually agreed upon expert in the subject matter area of the dispute to resolve the dispute as to either or both: (i) the existence of a Change in Service Level or a Change in Law; and/or (ii) the effect on the Grantee's demonstrable costs of a Change in Service Level or a Change in Law. The decision of the expert shall be binding on the Grantee and the City. The cost of the expert shall be borne equally by the Grantee and the City and the Parties shall pay the expert(s) each party's respective share on demand by the expert(s). If the Grantee and City cannot mutually agree upon an expert, either may petition the Superior Court of the County of Fresno to have an expert chosen by the court. The City and Grantee shall each have the right to suggest one expert to the court; the court shall choose one of the suggested experts.
- (2) Any dispute regarding the current Fee schedule or Fee adjustments (except those disputes related to a Change in Service Level Adjustment or Change in Law Adjustment) shall be decided by the City Manager within ten (10) working days after receipt of a

written statement from the Grantee of the nature and basis of the dispute with a request that it be resolved by the City Manager. Grantee shall have the right to appeal the Manager's decision in writing to the City Council within thirty (30) days after the City Manager has given the Grantee written notice of the decision. Such appeal shall conform to the appeal provisions set forth in Section 10-A of this Agreement in respect to the form of the Notice of Appeal, the time limits for processing the appeal, and the amount of fees, if any, connected therewith. The City may consider the appeal or refer said appeal to a hearing officer as provided in Section 10-A of this Agreement.

- (3) The most recent Fees approved by the City Manager in effect at the time a dispute is submitted to either the expert or City Manager, as the case may be, shall remain in effect pending resolution of such dispute. The effective date of any dispute resolution, whether retroactive or prospective, shall be determined by the expert, the City Manager, the City or a hearing officer, as appropriate.

D. Notice to Customers Regarding Certain Adjustments

No Change in Service Level Adjustment increase or Change in Law Adjustment increase that applies to five hundred (500) or more Solid Waste Handling Service Customers or to Customers cumulatively generating one thousand five hundred (1,500) or more cubic yards of Solid Waste per month may be implemented until City has, at Grantee's cost, provided mailed notice of such adjustment increase not less than ten (10) days prior to the date upon which such adjustment increase commences.

E. Discontinuance of Service

Grantee may discontinue service for non-payment of Customer's billing (when directed by City for accounts billed by City, or in the event of non-payment by a Customer billed by Grantee), or Customer's failure to substantially comply with the requirements of the applicable provisions of state or local law which govern use, storage and collection of Solid Waste in accordance with this Agreement.

SECTION 14 - FORCE MAJEURE

Grantee shall not be in default under this Agreement in the event that the services provided by the Grantee are temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, acts of terrorism, civil disturbances, insurrection, explosion, pandemics, quarantines, acts of God, acts of government or governmental restraint, and natural disasters such as floods, earthquakes, landslides, and fires, severe weather or other catastrophic events which are beyond the reasonable control of Grantee and which Grantee could not reasonably be expected to have prevented or controlled. Catastrophic events do not include the financial inability of the Grantee to perform or failure of the Grantee to obtain any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the Grantee.

SECTION 15 - OTHER PROVISIONS

A. Independent Contractor

Grantee is an independent contractor and not an officer, agent, servant, or employee of City. Grantee is solely responsible for the acts and omissions of its officers, agents, and employees, if

any. Nothing in this Franchise Agreement shall be construed as creating a partnership or joint venture between City and Grantee. Neither Grantee nor its officers, agents, or employees shall obtain any rights to retirement or other benefits which accrue to City employees.

B. Right to Pass

Grantee shall have the right to enter or drive on any private street, court, place, easement, or other private property for the purpose of providing Solid Waste Handling services pursuant to its Franchise Agreement, so long as it is not in receipt of a written notice revoking permission to pass. Grantee shall have no rights greater than those then held by City.

C. Compliance with Municipal Code

Grantee shall comply with provisions of the Municipal Code that are applicable to operations hereunder, and with any and all amendments, from time to time, to such provisions during the Term of this Agreement.

D. Notices

Any notice, information, request or reply ("Notice") required or permitted to be given under the provisions of this Agreement shall be in writing and shall be given or served personally, by mail, or by email. If given or served by mail, such Notice shall be deemed sufficiently given if: (1) (i) deposited in the United States mail, certified mail, return receipt requested, postage prepaid, or (ii) sent by overnight service provided proof of service is available; and (2) addressed to (i) the Grantee at its most recent address of record with City or (ii) to the Manager at the then-current address of City, as the case may be. If given by email, such Notice shall be deemed sufficiently given if the receiving party confirms receipt. The addresses of the parties at the time of signing this Agreement are:

To City: Attn: City Manager
 City of Parlier
 1100 E. Parlier Avenue
 Parlier, CA 93648

To Grantee: Attn: Contract Administrator
 Mid-Valley Disposal, LLC
 15300 West Jensen Avenue
 Kerman, CA 93630

Either party may from time to time designate by Notice to the other given in accordance with this Section. Notice shall be deemed effective on the date personally served or, if mailed, three (3) business days from the date such notice is deposited in the United States mail, or if by facsimile transmission, upon receipt of confirmation of delivery which confirmation may be transmitted by the same means. Service by facsimile transmission shall not be effective unless the original of the document being served is deposited in the United States mail, postage prepaid, within twenty-four (24) hours after the facsimile transmission has been confirmed. Emails shall be deemed effective upon confirmation of receipt.

E. Exhibits Incorporated

Exhibits "A" through "D" are attached to and incorporated in this Agreement by this reference as if fully set forth.

F. Laws and Licenses

City and Grantee shall, at their own separate costs, comply with all federal, State, and City laws, ordinances, rules, and regulations applicable to the performance of the services hereunder and Grantee shall obtain and maintain in full force and effect throughout the term of this Agreement all licenses and permits necessary to perform the services hereunder.

G. Governing Law

This Agreement shall be governed by the laws of the State of California, with venue in the Superior Court of the County of Fresno or the Federal District Court with jurisdiction over City.

H. Waiver

No waiver by either party of any one or more defaults or breaches by the other party in the performance of this Agreement shall operate or be construed as a waiver of any already established or future defaults or breaches, whether of a like or different character or degree.

I. Counterpart Signatures

This Agreement may be executed in counterpart pages (counterparts), each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become fully executed when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same signature pages of this Agreement. The exchange of copies of this Agreement and of signature pages by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted electronically shall be deemed to be their original signatures for all purposes.

SECTION 16 - SEVERABILITY

If any non-material provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the validity and enforceability of any of the remaining provisions of this Agreement.

SECTION 17 - ENTIRE AGREEMENT; AMENDMENT

This Agreement and its incorporated Exhibits constitute the entire agreement between the parties concerning the subject matter hereof and supersede any and all other communications, representations, proposals, understandings or agreements, either written or oral, between the parties hereto with respect to such subject matter. This Agreement may not be modified or amended, in whole or in part, except by written agreement signed by both parties hereto. Notwithstanding the forgoing, the parties acknowledge the provisions of "Chapter 6.20, Garbage and Rubbish Disposal" of the City Code as currently enacted are included herein and, further,

that if and when such City Code provisions are amended, that the amended provisions shall apply to this Agreement, without any action being required of either party. The City Manager shall provide Notice to Grantee upon changes to the City Code that require a change in this Agreement.

SECTION 18 – CONSTRUCTION OF FRANCHISE

The parties hereto have negotiated this franchise at arm's length and with advice of their respective attorneys, and no provision contained herein shall be construed against either party solely because it prepared the actual physical Agreement executed by the parties.

WITNESS the execution of this Agreement on the day and year written above.

CITY OF PARLIER

MID-VALLEY DISPOSAL

Mayor

City Attorney
Approved to Form

City Clerk
Attest

Print Name

Title

EXHIBIT "A" – PROVIDED SERVICES

This Exhibit sets forth the level of services to be provided by Grantee pursuant to its Franchise, and the manner of providing such services which are in addition to the manner of providing services specified in this Agreement.

Grantee shall provide the Solid Waste Handling services in conformity with all provisions of this Agreement, including:

A. Single Family Residential

- (1) Weekly Service - Unless otherwise required under applicable law or regulation, once per week Grantee shall collect the Solid Waste (except bulky items and Hazardous Waste) which has been placed, kept, or accumulated in containers at residential units within the Franchise Area and placed at curbside prior to Grantee's normal weekly collection time. All Solid Waste must be placed within containers at curbside without obstructions so as to permit collection, unless otherwise agreed upon by City and Grantee. Grantee shall supply containers, and shall require the use of specific containers as specified in this Exhibit "A." Grantee may provide special pickup procedures, above and beyond the services described above, with customers consistent with the Fees paid Grantee in Exhibit "D." Grantee shall notify City immediately of any Changes in Service Level, and similarly, City shall notify Grantee of any Changes in Service Level.

B. Commercial, Industrial, and Multi-Residential

- (1) Multi-Residential Weekly Service - Unless otherwise required under applicable law or regulation, at least once per week Grantee shall collect the Solid Waste (including bulky items which have been placed in a closed bin, and excepting metallic white goods and Hazardous Waste) which have been placed, kept or accumulated for collection in Solid Waste Bins at Multi-Residential Units.
- (2) Commercial and Industrial Weekly Service - Unless otherwise required under applicable law or regulation, at least once per week Grantee shall collect the Solid Waste which have been placed, kept or accumulated for collection in Solid Waste Bins at commercial units.

C. Construction and Demolition Waste Temporary Drop Box Services

Grantee shall provide construction and demolition debris removal, including temporary Drop Box services using Fees reflected in Exhibit "D" unless debris is generated by a declared emergency disaster such as floods, fires, earthquake or other such occurrence as deemed meeting the criteria of disaster debris. The City may provide for Rates and services solely for the timely and efficient removal of "disaster debris" with the Grantee or other qualified public or private entity.

D. Special Collection Programs

The following minimum special collection programs shall apply to this Franchise Agreement:

- (1) Cleanup Events: Two (2) times per year, Grantee shall accept and collect at a mutually-agreed upon, centralized City location up to two cubic yards of Bulky Waste from Customers at no additional cost to City. City shall notify Customers of the date of the clean-up event through normal utility billing or other advertisements. Grantee will make a good faith effort to divert the Bulky Waste away from any landfill and to another facility where it can be either recycled or refurbished for reuse.
- (2) City Facilities: Grantee shall provide front load commercial service to the City at no cost for the following City-owned facilities:
 - i. Parlier Fire Department, Parlier & Madsen
 - ii. Parlier City Hall – 1, 1100 Parlier Avenue
 - iii. Parlier City Hall – 2, 175 East Avenue
 - iv. Parlier City Hall – 19, 780 Tulare Street
 - v. Veterans Park, 6th & Whitner
 - vi. Parlier Civic Center, 745 Tulare Street
 - vii. Other City-owned properties added at the City's sole discretion
- (3) Christmas Trees: Grantee shall collect and dispose of Christmas trees left at curbside by Customers during the three regular pickups following each Christmas day.
- (4) Senior and Handicapped Service: When a Customer produces evidence that he or she is at least 65 years of age or a medical practitioner's statement showing that he/she is physically unable to place his/her solid waste bins at the curb for collection, together with his/her affidavit certifying that no able-bodied person under 65 years of age on the premises is available for such purposes, Grantee will provide walk-in service to such premises.
- (5) On-Call Bulky Item Removal: Grantee shall offer Bulky Item removal to Residential, Multiple-Unit, and commercial customer at an on-call basis. Additional charges will apply based on Grantee's pricing.
- (6) Code Enforcement Clean up: Grantee shall make available a transfer station for residential customers to drop off bulky items and debris. City Code Enforcement will issue clean up voucher good for 7 days. Voucher will allow 1 load of debris including bulky items at no charge. Code enforcement can issue up to 20 vouchers per year.

E. Emergency Disaster Debris Removal Services

- (1) In the event of a declared emergency disaster such as a fire, flood, earthquake, or other such occurrence as deemed meeting the criteria of a disaster in which debris is created, the Grantee will be given the first right of refusal in its franchise area to offer temporary bin/roll off services using Fees reflected in Exhibit "D", to transport debris to a staging area or disposal facility designated by the Manager.
- (2) During any period of time that Grantee is unable to service its franchise area during such declared emergency, either for loss of transportation, lack of

assistance or an overabundance of debris material or other similar circumstances, the City reserves the right to contract with third-party entities for temporary bin/roll off services, including transportation of debris to a Solid Waste Facility. Grantee shall notify City when it regains its ability to recommence service in its franchise area and City will, within a reasonable time period, terminate any contract with third-party entities for the same services.

- (3) The City reserves the right to direct roll off bin service to areas that have been designated as critical due to the emergency conditions.

EXHIBIT "B" – CITY CODE

[Reserved for the City Code sections relevant to this Agreement]

EXHIBIT "C" - DEFINITIONS

For the purposes of this Franchise Agreement, the following terms, when used with initial capitalization, shall have the meanings set forth in this Section:

- A. AB 939. "AB 939" means the California Integrated Waste Management Act of 1989, being Division 30 of the California Public Resources Code, commencing with Section 40000 thereof, as it may be amended from time to time.
- B. AB 1826. "AB 1826" means the Organic Waste Recycling Act of 2014 (Chapter 727, Statutes of 2014 modifying Division 30 of the California Public Resources Code), also commonly referred to as "AB 1826," as amended, supplemented, superseded, and replaced from time to time.
- C. BULKY WASTE. "Bulky Waste" means discarded furniture (including but not limited to chairs, sofas, mattresses, and rugs); appliances (including but not limited to refrigerators, ranges, washers, dryers, water heaters, dishwashers, plumbing, small household appliances, and other similar items, commonly known as "white goods"); discarded stereos, televisions, computers, VCR's, and other similar items (commonly known as "Electronic-Waste"); wood waste, tree trunks and large branches if more than six inches in diameter or four feet in length, scrap wood, rocks, sod and earth. Bulky Waste does not include construction and demolition waste, or large items such as car bodies, Jacuzzi tubs or spas, or other items that cannot be handled by two persons. In addition, Bulky Waste does not include waste tires.
- D. CHANGE IN LAW. "Change in Law" means the imposition (or removal), after the establishment of a Fee relative to a Franchise Agreement, of any duty or burden imposed upon the Grantee in the performance of the Solid Waste Handling services required of it under the Franchise Agreement which is or becomes additional to (or is subtracted from) or different from those duties required or contemplated in its Franchise Agreement, or which must be performed in a different manner from that in which it is initially contemplated to be performed, and which results from any of the following:
 - (1) the enactment, issuance, adoption, repeal, amendment or modification of any federal, state or local law, statute, ordinance or regulation.
 - (2) a regulatory agency or other administrative agency interpreting a regulation, a judicial decision of a federal court interpreting federal law or statute, or a judicial decision of a court having jurisdiction within California interpreting a federal, state or local law, statute, ordinance or regulation, in a manner different from the interpretation which had previously been generally relied upon in California within the solid waste collection and hauling industry.
- E. CHANGE IN LAW ADJUSTMENT. "Change in Law Adjustment" means the adjustment to Fee as determined under the provisions of Section 13-B (6) of this Agreement.
- F. CHANGE IN OWNERSHIP. "Change in Ownership" occurs when either a transaction or event, results in fifty percent (50%) or more of the beneficial ownership of the Grantee being different than such ownership as of the date of the approval by

the City of the Franchise Agreement or, if applicable, as of the date of the most recent consent of the City to a Change of Ownership. The owners of the beneficial ownership of Grantee on the date of the approval of the Franchise Agreement or, if applicable, on the date of the most recent consent of the City to a Change of Ownership, shall be referred to in this subsection as an "Initial Owner". A Change in Ownership will be determined by application of the following:

- (1) Any beneficial interest owned by an individual related by blood or marriage to an Initial Owner shall be considered as owned by an Initial Owner in determining if a Change in Ownership has occurred.
- (2) Any public offering of stock where the stock is offered for sale to the general public and does not constitute a private placement shall be disregarded in determining if a Change in Ownership has occurred.
- (3) Sales, transfers, issuances or pledges of non-voting shares of stock will not be considered in determining if a Change in Ownership has occurred, until and unless and only to the extent that such stock is converted into voting shares of stock.
- (4) The pledge of, or any other action taken relative to, voting shares of stock which results in any voting rights of such stock being exercised by other than an Initial Owner shall be considered to be a transfer of such stock for the purposes of determining if a Change in Ownership has occurred.

G. CHANGE IN SERVICE LEVEL ADJUSTMENT. "Change in Service Level Adjustment" means the adjustment to Fee as determined under the provisions of Section 13-B (5) of this Agreement.

H. CITY. "City" means the City of Parlier, State of California.

I. CITY SOLID WASTE DISPOSAL SYSTEM. "City Solid Waste Disposal System" means at any particular time, the then-existing Solid Waste Facilities which the City owns, leases or has a contractual right to use.

J. CUSTOMER. "Customer" means any Person receiving Solid Waste Handling services pursuant to this Agreement.

K. DROP BOX. "Drop Box" means a steel, open-top container holding at least eight (8) cubic yards that rolls off and on a transport truck.

L. EFFECTIVE DATE. "Effective Date" means July 1, 2018.

M. ELECTRONIC WASTE. "Electronic Waste" for purposes of this Agreement means electronic waste materials generated by residential or commercial Customers that render the items hazardous depending upon their condition and density, such as, but not limited to, televisions, computer monitors containing Cathode Ray Tubes (CRTs), cell phones, scanners, fax machines and other items as determined by applicable laws and regulations.

- N. FEE. "Fee" means the inclusive Fee schedule attached to this Agreement as Exhibit "D," which provides the Fees to be paid to Grantee by City in consideration of the Solid Waste Handling services provided by Grantee hereunder. Rates charged Customers by City shall be higher than Fees paid Grantee in order to cover appropriate City costs.
- O. FRANCHISE AGREEMENT. "Franchise Agreement" means the Agreement entered into between the City and the Grantee which authorizes/requires the Grantee to provide Solid Waste Handling services in a specified Franchise Area.
- P. FRANCHISE FEE. "Franchise Fee" means a defined portion of revenue from rates retained by City as compensation to City for the exclusive right assigned to Grantee to provide Solid Waste Handling services within the Franchise area.
- Q. GRANTEE. "Grantee" means Mid-Valley Disposal, LLC, a California Limited Liability Company.
- R. GREEN MATERIAL. "Green Material" means discarded Solid Waste consisting of grass clippings, leaves, branches, tree trunks and other vegetative matter not more than six (6) inches in diameter or four (4) feet in length.
- S. GROSS RECEIPTS.
- (1) "Gross Receipts" means all monies received by Grantee for providing the Solid Waste Handling services specified in its Franchise Agreement.
- (2) "Gross Receipts Less Disposal Charges" means Gross Receipts less that part of the monies received by the Grantee that are collected from Customers for payment of the fee imposed for disposing of the Solid Waste at a Solid Waste Facility.
- T. HAZARDOUS WASTE. "Hazardous Waste" means any waste material or mixture of waste which is toxic, corrosive, flammable, an irritant, a strong sensitizer, or which generates pressure through decomposition, heat or other means, if such waste or mixture of waste may cause substantial personal injury, serious illness or harm to humans, domestic animals or wildlife during or as a proximate result of any disposal of such waste or mixture of wastes as defined in Article 2, Chapter 6.5, Section 25117 of the California Health and Safety Code and Title 22 of California Code of Regulations, Section 66261.3. The terms "toxic," "corrosive," "flammable," "irritant," and "strong sensitizer" shall be given the same meaning as in the California Hazardous Substances Act (Chapter 12, commencing with Section 28740.1, Division 21 of the California Health and Safety Code).
- U. MANAGER. "Manager" means the City Manager of the City of Parlier, or designee of City Manager.
- V. MATERIALS RECOVERY FACILITY. "Materials recovery facility" or "MRF" is a facility designed to remove recyclables and other valuable materials from the waste stream collected through a residential, commercial or industrial Solid Waste Handling program that is approved to operate by the appropriate state and local agencies.

- W. **MULTI-JURISDICTION LOAD REPORT.** "Multi-Jurisdiction Load Report" means a report which sets out the amount, and place of collection, of Solid Waste delivered to the City Solid Waste Disposal System.
- X. **ORGANIC MATERIAL.** "Organic Material" means Green Material and Food Waste which are specifically accepted at the approved organic materials processing facility. No Discarded Material shall be considered to be Organic Materials, however, unless it is separated from Solid Waste and Recyclable Material.
- Y. **PERSON.** "Person" includes, without limitation, individuals, associations, clubs, societies, firms, partnerships, joint ventures, sole proprietorships, corporations, limited liability companies, schools, colleges and all governmental agencies and entities.
- Z. **PROCESSING.** "Processing" means the reduction, separation, recovery, conversion or recycling of Solid Waste.
- AA. **RATES.** "Rate" or "Rates" means rates charged by City of Parlier or by Grantee, as applicable, to Customers for Solid Waste Handling Services provided.
- BB. **RECYCLABLE MATERIALS.** "Recyclable Materials" means discarded Solid Waste which may be sorted, cleansed, treated, processed, and/or reconstituted, and which is segregated for the purpose of reuse or recycling, including, but not limited to, separated paper, glass, cardboard, plastic, ferrous materials or aluminum.
- CC. **RESIDUAL SOLID WASTE.** "Residual Solid Waste" means the solid waste destined for disposal, transformation, further transfer/processing as defined in section 17402(a)(30) or (31) of the California Code of Regulations Title 14, Article 6, which remains after processing has taken place.
- DD. **SECURITY.** "Security" means a corporate surety bond, a letter of credit or other security device acceptable to City, as provided in Section 9-F.
- EE. **SOLID WASTE.** Except as provided in sub-subsections (1), (2), (3) and (4), "Solid Waste" means all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances (subject to salvage and other special handling requirements under applicable law and regulation), dewatered, treated, or chemically fixed sewage sludge which is not Hazardous Waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes, including Recyclable Materials and Organic Material.
- (1) "Solid Waste" does not include Hazardous Waste and does not include low-level radioactive waste regulated under Chapter 7.6 (commencing with Section 25800) of Division 20 of the California Health and Safety Code.
- (2) "Solid Waste" does not include medical waste (except treated medical waste) which is regulated pursuant to the Medical Waste Management Act (Chapter 6.1 (commencing with Section 25015) of Division 20 of the California Health and Safety Code).

(3) Solid Waste does not include petroleum or a petroleum product or fraction thereof at reasonably detectable levels, asbestos and, with respect to a particular Solid Waste Facility, any waste or material which a regulatory agency, the Facility's solid waste facility permit or City policy, does not allow to be accepted for transfer, Processing, composting, transformation or disposal at that Facility.

(4) Solid Waste does not include items which would be Recyclable Materials but for the fact that they are personally separated from other Solid Waste by the generator thereof and are donated or sold to third parties. For purposes of this section, no donation or sale shall be deemed to have occurred in any instance where a generator directly or indirectly pays the third party any sum (including without limit as a consulting fee, container rental or other fees or tangible consideration) either: (i) in lieu of being directly charged for collecting, transporting, processing or recycling such item; or (ii) to offset the payment to the generator for the purported sale of such item to the third party. Nor shall the receipt of a discount of, or reduction in, the disposal service rate on un-segregated Solid Waste containing such an item be deemed to be the donation or sale of such an item to a third party.

FF. SOLID WASTE FACILITY. "Solid Waste Facility" means any facility that is designed to manage any type of Solid Waste and includes transfer, Processing, composting, transformation and disposal facilities.

GG. SOLID WASTE FACILITY FEE. "Solid Waste Facility Fee" means the fee charged for use of a Solid Waste Facility.

HH. SOLID WASTE HANDLING. "Solid Waste Handling" means one or more of the following: the collection of Solid Waste from a commercial, residential, construction or industrial source; the transportation of such Solid Waste to a Solid Waste Facility; and the transfer, Processing, composting, transformation or disposal of such Solid Waste at the Solid Waste Facility.

II. SPECIAL WASTES. "Special Wastes" means all the items and materials which are designated as such in a Franchise Agreement.

JJ. TRANSFORMATION. "Transformation" as used in this Agreement shall have the same meaning as set forth in Public Resources Code Section 40201, as it may be amended from time to time.

EXHIBIT "D" - FEES

A. COMMERCIAL AND INDUSTRIAL RECYCLING FEES

Grantee is permitted to charge for commercial and industrial bin and roll-off recycling services at maximum Rates not to exceed the Fees established for collection of Solid Waste, as set forth in the Schedule of Approved Fees. In addition, City reserves the right to revise the maximum Fee for commercial recycling at any level deemed reasonably appropriate by City for purposes of complying with AB 939 diversion goals throughout the term of this Agreement.

B. SCHEDULE OF APPROVED FEES:

See Table on following page: "Fees Paid to Mid Valley as of July 1, 2018"

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Description of Service	Fees Paid to Mid Valley as of July 1, 2018
Residential - 96/96/96	\$19.28
Residential - Per additional 96 refuse	4.38
Residential - 64/96/96	17.36
Residential - Snr Ctn - 96/96/96	15.05
Residential - Snr Ctn - 64/96/96	14.09
Residential - Snr Ctn - Per additional 96 refuse	5.10
Commercial - Cart 1x	20.12
Commercial - 1 CU YD 1x	40.45
Commercial - 1 CU YD 2x	74.61
Commercial - 1 CU YD 3x	108.77
Commercial - 2 CU YD 1x	59.57
Commercial - 2 CU YD 2x	115.83
Commercial - 2 CU YD 3x	161.40
Commercial - 3 CU YD 1x	95.41
Commercial - 3 CU YD 2x	151.01
Commercial - 3 CU YD 3x	206.60
Commercial - 4 CU YD 1x	122.89
Commercial - 4 CU YD 2x	184.87
Commercial - 4 CU YD 3x	246.86
Commercial - 6 CU YD 1x	157.13
Commercial - 6 CU YD 2x	276.82
Commercial - 6 CU YD 3x	396.52
Recycling - 95 gallon cart	5.33
Recycling - Com 2 YD /1X	36.49
Recycling - Com 3 YD /1X	58.75
Recycling - Com 3 YD /2X	83.32
Recycling - Com 3 YD /3X	107.90
Recycling - Com 4 YD /2X	112.10
Recycling - Com 6 YD /1X	87.36
Recycling - Com 6 YD /2X	116.47
Recycling - Com 6 YD /3X	220.46
Organics 95 1x	17.00
Organics 95 2x	29.75
Organics 95 3x	42.50
Organic 2 YD 2x	51.00
Organic 3 YD 2x	93.50
Organic 4 YD 2x	136.00
Roll Off - Hauling and exchange, per box	195.00
Delivery Fee, per box	35.00
Tonnage Fee, per box	as billed
Enclosure Access	18.00
Locking Lid Fee	20.00
Push/Pull Charge	15.00
Extra Pick Up, per Cubic Yard	15.00
Municipal Solid Waste	15.00



AGENDA ITEM: 14
MEETING DATE: June 21, 2018
DEPARTMENT: Planning

REPORT TO CITY COUNCIL

SUBJECT:

Public Hearing - City Council to Consider Adoption of 2018 Community Development Department Fee Schedule

RECOMMENDATION:

Staff recommends that the City Council adopts Resolution No. 18-XX, approving the updated fee schedule addressing planning, building, and engineering fees

BACKGROUND:

The City of Parlier is required under various State laws to provide services, make determinations, and process applications submitted by applicants for various land use entitlements, engineering review, and building permits. These laws include, but are not limited to Planning and Zoning Law, including the Subdivision Map Act, (Government Code Sections 65000-66035 and 66410-66499.58), the Williamson Act (Government Code Sections 51200-51297.4), the California Environmental Quality Act (Public Resources Code Sections 21000-21178; Sections 15000-15378 of the California Code of Regulations, Title 14, Chapter 3, CEQA Guidelines), and Health and Safety Code Sections 17951 and 19132.3. In Parlier, these services are provided by the Community Development Department, generally consisting of building, engineering, and planning staff. Other City staff are regularly consulted, as well.

Government Code Section 65104 authorizes the City Council to collect fees and appropriate funds for the maintenance and operation of a Planning Agency (Planning Commission, which is not currently seated, and Planning staff). The Community Development Fee Schedule was last updated in 2017, with the previous update occurring in 2002. The current schedule includes a base fee ("minimum deposit") and indicates that actual costs are also required to be paid by the applicant. Historically, the City has responded to applications in one of two ways: either by providing applicants with a total estimated fee based on the minimum deposit plus an assumed cost of processing, or by simply requiring the minimum fee deposit, then invoicing applicants for actual costs as they are accrued. Each system has benefits and drawbacks; however, there is a valid concern that the City has to outlay relatively significant sums of money with the anticipation of repayment by applicants.

Staff is proposing the revised fee schedule at this time so that the City will have a mechanism for being adequately compensated for staff time and consultant time spent

processing applications, and any argument or uncertainty about the required fee for initialization of processing will be eliminated. Certain fees were inadvertently omitted from the 2017 update; this proposal attempts to put those missing fees in place.

Public improvement and plan checking fees are authorized by Government Code Section 66451.2 and, by reference, to authorizing local ordinance. The Parlier Municipal Code requires plan checking and public improvements inspection by the City Engineer, along with payment of fees for those services. These fees are also proposed for update, as the existing formula is outdated and does not scale appropriately for inspection of large public improvement projects. Under the current proposal, engineering inspection fees would remain on a sliding scale based on the valuation of the improvements, while plan checking costs are fixed depending upon the type of project. As with the Planning Fee Schedule, the amounts listed are a deposit only.

Building permit, inspection, and plan checking fees are authorized by the California Building Code, which has been incorporated by reference into Title 15 of the Parlier Municipal Code. They are further authorized by Health and Safety Code Section 17951. Building Permit and related fees have typically been charged based on valuation of construction or size of the building being constructed.

PROPOSAL & ANALYSIS:

Planning & Engineering

The proposed fees include a component that would solely be for the recovery of in-house staff expenses and a second component that is an estimated portion allocated to the actual costs of contract staff. The two together, along with any noticing fees, comprise the minimum required fee that must be submitted with the application(s) in order for the City to initiate processing. Should an application be submitted and the "actual cost" portion is not entirely used, the remainder can be applied to future project costs, such as plan checking, at the applicant's request. If the actual costs of processing exceed the amount paid to the City, the applicant would be responsible for providing an additional deposit with the City to continue processing. If an applicant has made a deposit greater than the minimum required and the extra portion is not used for actual costs, the applicant may apply the additional funds to future project costs or request that the excess be refunded. If circumstances are such that the City outlays funds in excess of the fee previously paid, the applicant will be responsible for reimbursing the City prior to receiving final project approvals. Note that fees are nonrefundable, even if the City ends up denying the proposed project.

The fees include time and materials costs for:

- Research (Parlier Municipal Code, State/federal law, similar projects in Parlier or other jurisdictions)
- Review of the project for General Plan, zoning, and improvement standards consistency, as well as compliance with other City and best-practice policies and guidelines (e.g. design review)
- Correspondence and meetings with the applicant and/or the applicant's consultant(s)
- Interdepartmental conversation and meetings (e.g. City Manager, City Engineer, City Attorney, etc.)

- Interagency correspondence (e.g. Caltrans, Mid Valley Disposal, etc.)
- Report preparation (e.g. text, exhibits, findings)
- Publication, reproduction, and mailing of public hearing notices
- Attendance at Planning Commission and/or City Council meetings
- Preparation and review of Resolutions and Ordinances
- Preparation of Conditions of Approval

Not included in the above list are any number of minutia also involved in the entitlement process, for which appropriate costs cannot be adequately assessed. The fees take into account City staff time as well as that of contract staff. The proposed fees do not include any fees that are levied by agencies other than the City. These may include, but are not limited to:

- Caltrans encroachment permits
- San Joaquin Valley Air Pollution Control District mitigation or permitting fees
- Department of Fish and Wildlife environmental filing fees
- County Clerk filing fees
- LAFCo application fees
- Board of Equalization mapping fees
- Regional Water Quality Control Board fees
- Parlier Unified School District fees

It should be noted that certain of the above excluded list are indicated on the fee schedule for the applicants' convenience; however, these fees are not payable to the City. Applicants must generally pay these fees directly to the respective agencies.

Also not included are fees such as

- Business licenses
- Utilities installation or connection fees
- Development Impact Fees

The proposed fees do not account for the costs of any supplemental studies that may be required by the City or an outside agency in conjunction with a project, including:

- Traffic impact studies
- Acoustical analyses
- Cultural or archaeological studies
- Biological surveys
- Geotechnical studies

Finally, aside from exhibits mentioned above, the fees do not include any preparation of drawings, maps, site plans, applications, operational statements, calculations, cost estimates, or any other items typically required from an applicant as part of the application process.

Building

Building permit fees are based on the valuation of the proposed structure, generally with a minimum fee of \$65. The exceptions to the \$65 minimum are indicated within the fee schedule, and apply to activities that, in staff's opinion, do not warrant that minimum amount for reasons of simplicity. Other building fees remain unchanged from those adopted in 2017.

Environmental Review

The first step in complying with the California Environment Quality Act is to determine whether the activity in question constitutes a "project" as defined in CEQA. The second step is to determine whether the project is subject to or exempt from the statute. This proposal does qualify as a project under CEQA, as it is a discretionary action taken by the City. However, the project is found to be statutorily exempt from CEQA pursuant Guidelines Section 15273(a)(1), which states, in pertinent part:

"CEQA does not apply to the establishment, modification, structuring, restructuring, or approval of rates, tolls, fares, and other charges by public agencies which the public agency finds are for the purpose of... [m]eeting operating expenses, including employee wage rates and fringe benefits."

Findings

In order to qualify for CEQA exemption under the provision detailed above, the City is required to make findings in the record specifying the need for any such fee alteration. The following findings are incorporated in greater detail in the attached resolution:

- Finding 1. The Current Fee Schedule does not adequately recompense the City for the costs of processing applications and permits;
- Finding 2. The City is frequently put in the position of having to temporarily outlay funds in order to facilitate project processing;
- Finding 3. It is in the best interest of the City and the public that private development pay its own way without assistance from the City
- Finding 4. The most effective measure that might be taken is the adjustment of fees and fee collection practices.

Public Notice


For adoption of these types of fees, publication is required to occur twice prior to the public hearing. Notice of this public hearing was published in the April 23, 2018 and April 30, 2018 editions of *The Business Journal*, indicating that the public hearing would occur on May 3, 2018. The item was removed from that agenda, but to time and date certain. The notice was subsequently published on May 7, 2018 and May 11, 2018 in *The Business Journal*, indicating that the public hearing would occur on May 17, 2018. At the May 17 meeting the agenda was adjusted to move the item to the regular meeting to occur on June 7, 2018. At the June 7 meeting, the agenda was adjusted to move the item to the June 21, 2018 meeting.

Fee updates take effect a minimum of 60 days following their official adoption.

FISCAL IMPACT:

Imposition of the proposed fee schedule will defray costs associated with application processing, plan review, and inspection. Applicants will be responsible for payment of all fees associated with their projects, preventing the City from having to outlay funds.

Prepared By:



Jeffrey O'Neal, AICP

City Planner

for

Samuel E. Escobar

City Manager

RESOLUTION 2018-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARLIER ESTABLISHING THE 2018 FEE SCHEDULE FOR PLANNING, ENGINEERING, AND BUILDING SERVICES

WHEREAS, at a regular meeting held on June 21, 2018 the Parlier City Council did conduct a public hearing to consider adoption of the City's 2018 Planning, Engineering, and Building Fee Schedule; and

WHEREAS, being a municipal corporation operating under the general laws of the State of California, the City of Parlier is required to perform certain ministerial, administrative, and legislative functions upon application by a member of the public for the same; and

WHEREAS, the City is authorized under the laws of the State of California and, by extension, the Parlier Municipal Code, to collect fees for the administration and performance of said functions; and

WHEREAS, the City last updated its Planning and Engineering Fee Schedule in 2017; and

WHEREAS, the City Council finds that the 2017 Fee Schedule does not adequately recompense the City for the costs, including salaries, overhead, materials, public notification, consultant fees, and other expenses incurred during said administration and performance; and

WHEREAS, the City Council finds that inadequacy of the 2017 Fee Schedule has forced the City on numerous occasions to temporarily outlay public funds for the processing of private projects, with only the expectation that said outlays will be reimbursed by the appropriate parties; and

WHEREAS, the City Council finds that it is in the best interest of the City and of the general public to require private development to fund itself, with no temporary assistance from the City except under certain extreme conditions; and

WHEREAS, the City Council finds that the most effective measure that may be taken in this regard is the adjustment of fees and fee collection practices; and

WHEREAS, the City Council has reviewed the data collected by City staff during the course of preparing the City Parlier 2018 Planning, Engineering, and Building Fee Schedule; and

WHEREAS, the City Council concurs with the proposed fees contained within said schedule; and

WHEREAS, in general, fees collected by the City for administration and performance of the required functions shall not exceed the actual costs of said administration and performance; and

WHEREAS, the proposed schedule contains provisions for reimbursement to applicants in the event that application fees paid exceed said actual costs; and

WHEREAS, the proposed fee schedule lists minimum deposit amounts required for the initiation of processing, and said schedule indicates on its face that processing of an application may be halted in the event that actual costs exceed the amount deposited, until such time as an additional deposit is paid to the City in an amount not less than the amounts; and

WHEREAS, pursuant to California Government Code Section 66016(a), prior to adoption or amendment of any fees authorized under Government Code Sections 51287, 56383, 65014, 65456, 65584.1, 65863.7, 65909.5, 66013, 66014, and 66451.2; Health and Safety Code Sections 17951, 19132.3, and 19852; Public Resources Code Section 41901; or Public Utilities Code Section 21671.5, a local agency shall hold at least one public meeting at which oral or written testimony may be given, to be conducted as part of a regular meeting, and the local agency shall make available to the public, at least ten (10) days prior to said meeting, the data indicating the estimated cost required to provide the service or services for which said fees are being levied; and

WHEREAS, notice of this meeting was published in the May 7, 2018 and May 11, 2018 editions of *The Business Journal* and was posted at the front of Parlier City Hall, both notices indicating that the requisite information pursuant to Government Code Section 66016(a) was available for public review at Parlier City Hall.

NOW, THEREFORE BE IT RESOLVED as follows:

1. The above recitations are true and correct.
2. The *City of Parlier 2018 Planning, Engineering, and Building Fee Schedule* is approved as contained in Attachment "A" to this Resolution.
3. The *City of Parlier 2018 Planning, Engineering, and Building Fee Schedule* shall take effect at 12:00 midnight on the 60th day following its adoption.

The foregoing resolution was introduced and adopted at a special meeting of the City Council of the City of Parlier held on June 21, 2018 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

City Clerk

CITY OF PARLIER FEE SCHEDULE UPDATE
Fee Calculation Worksheet

	City Engineer	City Planner	Notices	Base Fee	City Admin Costs	Revised Fee	Base Fee	Proposed Fee Schedule
Hourly	120	120	250		15%			
PROCESS								
Administrative								
Abandonment of Right-of-Way	4	1	2	1100	165	1265		1300
Address Change		0.5		60	9	69		100
Covenants, Deeds, Legal Descriptions	8			960	144	1104		1150
Director Review & Approval	1	5	1	970	145.5	1115.5		1150
Appeal Decision of Planning Director		2.5	1	550	82.5	632.5		650
Appeal Decision of Planning Commission		2.5	1	550	82.5	632.5		650
Classification of Permitted Uses		5		600	90	690		700
Development Agreement	X				0	0		0
Fence Permit		0.5		60	9	69		75
Home Occupation Permit		1		120	18	138		150
Rear Yard Encroachment		1		120	18	138		150
Sign Permit		0.25		30	4.5	34.5		50
Annexation								
Annexation	4	20	1	3120	469.5	3599.5		3600
Environmental								
Notice of Exemption		2	0.2	290	43.5	333.5		350
Environmental Impact Report				0	0		Base + 20%	
Finding of Conformity		24	1	3130	469.5	3599.5		3600
Mitigated Negative Declaration	2	50	1	6490	973.5	7463.5		7500
Mitigation Monitoring Fee				0	0		\$120/hr	
Negative Declaration	1	40	1	5170	775.5	5945.5		5950
General Plan & Zoning								
General Plan Amendment	1	24	1	3250	487.5	3737.5		3750
Specific Plan (New)	1	18	1	0	0		Base + 20%	
Zone Amendment	0.5	16	1	2530	379.5	2909.5		2950
Zone Amendment (with GPA)	0.5	8	1	2230	334.5	2564.5		2600
Zoning Text Amendment		18	1	1020	153	1173		1200
				2470	361.5	2771.5		2800
Land Division								
Certificate of Compliance	2			240	36	276		300
Final Parcel Map	17	4		2520	378	2898		2900
Final Subdivision Map	36	8		5280	792	6072		6100
Final Map (Revised)	8	2		1200	180	1380		1400
Lot Line Adjustment	8	1	1	1330	199.5	1529.5		1550
Lot Merger	8	1		1080	162	1242		1250
Map Extension	1	2	1	610	91.5	701.5		750
Tentative Map Revision	6	8	1	1930	289.5	2219.5		2250
Parcel Map Waiver	17	1		2160	324	2484		2500
Reversion to Acreage Map	1	4	1	850	127.5	977.5		1000
Tentative Parcel Map	10	20	1	3850	577.5	4427.5		4450
Tentative Subdivision Map	10	40	1	6250	937.5	7187.5		7200
Land Use Entitlements								
Conditional Use Permit (Major)	1	24	1	3250	487.5	3737.5		3750
Conditional Use Permit (Minor)	1	8	1	1330	199.5	1529.5		1550
Conditional Use Permit Extension	1	4	1	850	127.5	977.5		1000
Conditional Use Permit Revision	0.5	4	1	850	127.5	977.5		1000
Minor Deviation		1		180	27	207		250
Site Plan Review	5	18	1	3070	451.5	3461.5		3500
Site Plan Review (Administrative)	2	4	4	720	108	828		850
Site Plan Review Extension	2	4	1	970	145.5	1115.5		1150
Site Plan Review Extension		2	1	490	73.5	563.5		600
Temporary Use Permit	1	1		120	18	138		150
Variance		8	1	1330	199.5	1529.5		1550
Williamson Act Initiation		10	1	1450	217.5	1667.5		1700
Williamson Act Cancellation		20	1	2650	397.5	3047.5		3050
Williamson Act Amendment		5	1	850	127.5	977.5		1000

CITY OF PARLIER
2018 PLANNING, ENGINEERING, & BUILDING FEE SCHEDULE
Parlier City Council Resolution No. 2018-XX
Rates effective July 1, 2018

PLANNING FEES

All planning fee amounts indicated are a *minimum fee required for the City to initiate processing*. Should actual processing costs exceed the deposit amount, the City may suspend processing or withhold issuance of a certificate of occupancy until such overage is paid. The two exceptions to this rule are Environmental Impact Reports and new Specific Plans, for which a flat fee comprising 20% in addition to the cost of the document cost is required. Unless otherwise noted, processing fees include time and materials necessary for research, correspondence, preparation of reports and report exhibits, resolutions, ordinances, public noticing, and attendance at Planning Commission and City Council meetings. Fees for processes not listed will be assessed as actual costs, and will require a minimum deposit of \$500.

Administrative	
Abandonment of Right-of-Way	\$1,300
Address Change	\$100
Covenants, Deeds, Legal Descriptions	\$1,150
Director Review & Approval	\$1,150
Appeal Decision of Planning Director	\$650
Appeal Decision of Planning Commission	\$650
Classification of Permitted Uses	\$700
Development Agreement	\$5,000 Dep.
Fence Permit	\$75
Home Occupation Permit	\$150
Rear Yard Encroachment	\$150
Sign Permit	\$50

Annexation	
Annexation ¹	\$3,600

Environmental²	
Notice of Exemption	\$350
Negative Declaration	\$5,950
Mitigated Negative Declaration	\$7,500
Finding of Conformity	\$3,600
Environmental Impact Report	Base + 20%
Mitigation Monitoring	\$120/hr

General Plan & Zoning	
General Plan Amendment	\$3,750
Specific Plan (New)	Base + 20%
Specific Plan Amendment	\$2,950
Rezone	\$2,600
Rezone with General Plan Amendment	\$1,200
Zoning Text Amendment	\$2,800

¹ Does not include LAFCo fees; see Page 5

² Additional filing fees may apply; see Page 5

Land Division	
Certificate of Compliance	\$300
Lot Line Adjustment	\$1,550
Lot Merger	\$1,250
Tentative Parcel Map	\$4,450
Tentative Parcel Map Revision	\$1,000
Final Parcel Map	\$2,900
Parcel Map Waiver	\$2,500
Tentative Subdivision Map	\$7,200
Tentative Subdivision Map Revision	\$2,250
Final Subdivision Map	\$6,100
Extension to Approved Tentative or Parcel Map	\$750
Reversion to Acreage Map	\$1,000

Land Use Entitlements	
Conditional Use Permit (Minor) ³	\$1,550
Conditional Use Permit (Major) ³	\$3,750
Conditional Use Permit Revision	\$1,000
Conditional Use Permit Extension ⁴	\$1,000
Minor Deviation	\$250
Variance	\$1,550
Site Plan Review	\$3,500
Site Plan Review (Administrative)	\$850
Site Plan Review Revision	\$1,150
Site Plan Review Extension ⁴	\$600
Temporary Use Permit	\$150
Williamson Act Initiation	\$1,700
Williamson Act Cancellation	\$3,050
Williamson Act Amendment	\$1,000

³ A Minor Conditional Use Permit involves limited or no new construction (i.e. generally limited to code-related or tenant improvements to an existing structure), on a parcel of less than .5 acres, where the site is compliant with applicable general plan and zoning requirements.

⁴ Extension to the time limit for performance pursuant to an approved CUP or SPR.

ENGINEERING FEES

The fee types listed contain a *minimum fee required for the City to initiate processing*. The total fee amount payable by the applicant shall consist of actual costs plus 15%. The exception to this rule is for Encroachment Permits, for which a flat fee is charged.

Public Improvements		
Plan Check	Commercial/Industrial	
	Grading	\$2,880
	Improvements	\$1,920
	Multifamily	
	Grading	\$4,800
	Improvements	\$3,840
	Tracts	
	Grading	\$6,720
	Improvements	\$4,800
Inspection	Up to \$100,000 value	2.50%
	From \$100,000.01 to \$200,000 value	1.80% + \$2,566
	Over \$200,000 value	1.60% + \$4,583
Encroachment Permit		\$240.00

BUILDING PERMIT FEES

Minimum fee based on hourly rate of \$65.00 with a one-hour minimum, unless otherwise indicated.

New Construction

Total Valuation	Fee
\$1.00 to \$500.00	\$65.00
\$500.01 to \$2,000.00	\$23.50 for the first \$500.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,000.01 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,000.01 to \$50,000.00	\$391.25 for the first \$25,000.00, plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,000.01 to \$100,000.00	\$643.75 for the first \$50,000.00, plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,000.01 to \$500,000.00	\$993.75 for the first \$100,000.00, plus \$5.60 for each \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,000.01 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00, plus \$4.75 for each \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,000.01 and up	\$5,608.75 for the first \$1,000,000.00, plus \$3.15 for each \$1,000.00, or fraction thereof

Other Inspections and Fees

Inspections outside of normal business hours	\$65.00 per hour (2-hour minimum) ¹
Reinspection fees	\$65.00 per hour (\$100.00 minimum) ¹
Inspection for which no fee is specifically indicated	\$65.00 per hour, determined by Building Official (1/2-hour min.)
Additional plan review required by changes, additions, or revisions to plans	\$65.00 per hour (1/2-hour minimum) ¹
Residential additions, remodeling, re-roofing, patios, or repair of termite, dry-rot, fire, or similar damage	Fee based on the greater of: 1. The written contract estimate; 2. 50% of the building valuation based on square footage and using the latest edition of the ICC Building Standards Journal
Commercial, industrial, and office tenant improvements	Fee based on the greater of: 1. The written contract estimate; 2. 50% of the building valuation based on square footage and using the latest edition of the ICC Building Standards Journal

Plan Review Fees

New commercial, industrial, office, or multifamily residential construction	95% of building permit fee
Tenant Improvements	95% of building permit fee
Single-family dwellings	65% of building permit fee
Single-family dwellings with master plans (production housing)	100% of building permit fee ²
Residential remodels	25% of building permit fee

¹ Or the total hourly cost to the City, whichever is greater (includes supervision, overhead, wages, benefits, etc.). May include use of consultants as needed or requested by applicant.

² A master plan for production housing will expire with the adoption of a new model code.

OTHER AGENCY FEES

Your project may be responsible for payment of fees to agencies other than the City of Mendota. The list below comprises some of the more common fees that an applicant may be responsible for in addition to City processing fees. Note that this list is not all-inclusive.

Department of Fish and Wildlife CEQA Filing Fee		
Fee levied by the California Department of Fish and Wildlife to defray its costs for managing environmental resources. Due upon filing of a Notice of Determination with the County Clerk following approval of a Project that was the subject of a negative declaration, mitigated negative declaration, or environmental impact report. This fee increases each January 1 as determined by CDFW, and is payable to the Fresno County Clerk.	ND/MND	\$2,280.75
	EIR	\$3,168.00
County Clerk Processing Fee		
This fee is levied by the Fresno County Clerk for the filing of the above CEQA documents, and is also applicable when filing a CEQA Notice of Exemption.		\$50
County Recorder's Fee		
Fee necessary for the recording of certain documents. This fee varies by document type and number of pages of the document being recorded.		VARIES
Local Agency Formation Commission (LAFCo)		
Following initiation of annexation or other reorganization by City Council resolution or landowner petition, Fresno LAFCo fees will apply. These fees vary by project size. State Board of Equalization mapping fees may also apply.	VARIES	\$750 to \$10,500
Others		
Other entitlement fees may include those levied by the San Joaquin Valley Air Pollution Control District, the Regional Water Quality Control Board, Caltrans, and other regulatory agencies with jurisdiction. These fees are often dependent upon project size or project-specific impacts, and are thus variable. In most cases, regulatory agencies will provide fee information prior to project approval.		VARIES



AGENDA ITEM: # 15
MEETING DATE: June 21, 2018
DEPARTMENT: Planning

REPORT TO CITY COUNCIL

SUBJECT:

City Council to Consider Classifying Fitness and Exercise Centers as a Permitted Use in the C-5 General Commercial Zone District

RECOMMENDATION:

Staff recommends that the City Council adopts Resolution No. 18-~~XX~~, classifying small fitness and exercise centers as a permitted use in the C-5 General Commercial Zone District

BACKGROUND:

Herlinda Diaz has expressed interest in operating an aerobic dance facility in a portion of an existing structure at 8584 S. Mendocino Avenue. The property is zoned C-5 General Commercial, which is the City's least-restrictive commercial zone. On May 15, 2018 she submitted an application to the Planning Department requesting that "aerobic exercise classes" be included as a permitted use within the City's C-5 General Commercial Zone District.

DISCUSSION:

Historically, zoning ordinances have been interpreted to be *permissive*, meaning that if a use is not specifically allowed, then it is by default prohibited. A use is expressly listed as *prohibited* when the intention is to establish that said use is strictly incompatible with the subject zone (e.g. a factory in a residential zone or a school in an industrial park). At present, the most similar use allowed in the C-5 zone is "professional offices". Generally, addition of a use to a zone district requires an amendment to the text of the Zoning Ordinance. That process can be relatively costly and time-consuming, as it requires at least one noticed public hearing, first and second ordinance readings, and more in-depth examination under the California Environmental Quality Act (CEQA).

The Zoning Ordinance offers an alternative to the zoning text amendment: the classification of use. Under that process, the City Council¹ may determine that the proposed type of use, while not listed as allowable in a particular zone, is substantially similar to other permitted or conditionally-permitted uses in that zone and should be allowed. Neither the proposed type of use nor any similar use is listed within any zone district.

¹ Parlier Municipal Code Chapter 18.34 details the procedures for use classification, indicating that the processes shall be undertaken by the Planning Commission. Given that there is no sitting Planning Commission, the responsibility instead falls to the City Council.

Permitted uses within the C-5 Zone are further organized into Retail, Service, and Recreation. As mentioned, "professional offices" are listed under the Service category. Providing aerobics instruction can be considered a professional service. Further, although aerobics is not necessarily similar to the uses categorized as Recreation, it is a recreative activity. To encompass the proposed type of use and similar activities such as yoga, Pilates, indoor cycling, etc. while excluding large-scale fitness centers or gyms, staff proposes the following definition:

"Fitness center, small" shall mean a place where persons gather for the purpose of receiving instruction or direction related to activities that promote physical well-being, including but not limited to dancing, yoga, Pilates, indoor cycling, and similar activities. Said activities are typically conducted in a group setting with participants gathering within a single room or space to receive simultaneous instruction or direction from an instructor. It does not include places where persons gather, singly or in groups, to perform fitness-related activities that are largely self-directed or are performed outside of an organized group setting.

ANALYSIS:

The proposed type of use is consistent with uses that are allowed by right in the C-5 zone. It is important for the Council to consider that it is not being asked to approve a specific business at a particular location; only that it determine that the proposed type of use is acceptable in general within the C-5 zone.

Classification of Use

Prior to classifying a use, the City Council must make findings as prescribed by Parlier Municipal Code Section 18.34.030:

1. That investigations have disclosed that the subject use and its operation are compatible with the uses permitted in the district wherein it is proposed to be located.

The evidence supports this finding. The C-5 General Commercial District is intended to be Parlier's least-restricted and most-accommodating commercial zone district, allowing various types of service-related and recreation-related uses. Existing permitted uses are organized into three categories including Services and Recreation. As both a service (the instruction) and a recreational activity (the aerobic activity), the proposed type of use is in general compatible with existing allowable uses.

2. That the subject use is similar to one or more uses permitted in the district in which it is proposed to be located.

The evidence supports this finding. The Services category of permitted uses in the C-5 General Commercial Zone District includes professional offices. The proposed type of use is substantially similar to that use in that it involves provision of a professional service (i.e., instruction). The aerobics activity itself falls within the Recreational category receiving and selling directly to in-store customers a variety of small-to-large manufactured, pre-assembled items for home or other use.

3. That the subject use will not cause substantial injury to the values of property in the neighborhood or district in which it is proposed to be located.

The evidence supports this finding. Having been determined to be substantially similar to other allowable uses within the C-5 General Commercial Zone District, the proposed type of use will be subject to the provisions of the C-5 General Commercial Zone District and all associated building, zoning, and related standards generally applicable to structures and uses within the C-5 General Commercial Zone District.

4. That the subject use will be so designed, located, and operated that the public health, safety, and general welfare will be protected.

The evidence supports this finding. By application of its Constitutionally-reserved police power, the City of Parlier has established zone districts, each with a purpose and intent internally consistent as to the uses allowed within it, either by right or subject to a conditional use permit. Through enactment of its zoning ordinance and the zoning map that is a part thereof, the City Council has determined that the listings of uses within each zone district, the associated development standards and review processes, the area(s) within the city limits to which each zone district is applied, and the discretionary authority reserved to the City to consider and approve, approve with conditions, or deny development proposals serve the function of protecting the public health, safety, and general welfare.

ENVIRONMENTAL:

The first step in complying with the California Environment Quality Act is to determine whether the activity in question constitutes a "project" as defined in CEQA. The second step is to determine whether the project is subject to or exempt from the statute. This proposal does not qualify as a project as defined in CEQA Guidelines Section 15378(a). Although classification of use relates to uses permitted by the zoning ordinance, it is only an interpretation of existing policy (i.e. the purpose and intent of a particular zone district) and is distinct from an actual amendment to the zoning text (Section 15378(a)(1)). The requested classification of use is not being undertaken by a person with any form of assistance from a public agency (Section 15378(a)(2)). Finally, although it does require discretionary action by the City Council, it does not comprise issuance of a permit, license, or any entitlement from a public agency (Section 15378(a)(3)).

FISCAL IMPACT:

The only costs associated with the project are processing fees, which are typically borne by the applicant.

Prepared By:


Jeffrey O'Neal, AICP
City Planner

for
Samuel E. Escobar
City Manager

RESOLUTION 2018-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARLIER CLASSIFYING “FITNESS CENTER, SMALL” AS A PERMITTED USE WITHIN THE C-5 GENERAL COMMERCIAL ZONE DISTRICT

WHEREAS, Parlier Municipal Code Chapter 18.34 provides an avenue by which the Planning Commission, based upon four findings, may add a type of use as permitted or conditionally-permitted within a particular zone district (“classification of use”); and

WHEREAS, as the City of Parlier has no sitting Planning Commission, procedures for which the Planning Commission is the designated decision-making body are instead addressed by the City Council; and

WHEREAS, at a regular meeting on June 7, 2018, the Parlier City Council did consider a classification of use to allow by right “fitness center, small” within the C-5 General Commercial Zone District; and

WHEREAS, “fitness center, small” is defined as “a place where persons gather for the purpose of receiving instruction or direction related to activities that promote physical well-being, including but not limited to dancing, yoga, Pilates, indoor cycling, and similar activities. Said activities are typically conducted in a group setting with participants gathering within a single room or space to receive simultaneous instruction or direction from an instructor. It does not include places where persons gather, singly or in groups, to perform fitness-related activities that are largely self-directed or are performed outside of an organized group setting;” and

WHEREAS, the Parlier City Council makes the following findings pursuant to Parlier Municipal Code Section 18.34.020, the evidence for said findings contained within the record:

1. That investigations have disclosed that the subject use and its operation are compatible with the uses permitted in the district wherein it is proposed to be located.
2. That the subject use is similar to one or more uses permitted in the district in which it is proposed to be located.
3. That the subject use will not cause substantial injury to the values of property in the neighborhood or district in which it is proposed to be located.
4. That the subject use will be so designed, located, and operated that the public health, safety, and general welfare will be protected; and

NOW, THEREFORE BE IT RESOLVED as follows:

1. The Parlier City Council finds that the proposed classification of use does not meet the definition of a “project” contained within California Environmental Quality Act (“CEQA”) Guidelines Section 15378(a), and therefore is not subject to CEQA; and
2. The Parlier City Council classifies “fitness center, small” as a permitted use within the C-5 General Commercial Zone District.

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Parlier held on June 7, 2018 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

City Clerk



AGENDA ITEM: # 15
MEETING DATE: June 21, 2018
DEPARTMENT: Planning

REPORT TO CITY COUNCIL

SUBJECT:

Request for Council direction to prepare amendments to various components of the Parlier Municipal Code

RECOMMENDATION:

Staff recommends that the City Council provide direction regarding the development of an ordinance to amend portions of the Parlier Municipal Code (PMC) related to business license requirements, development standards, application processing, permitted uses, and related subjects.

BACKGROUND & PROPOSAL:

Various provisions of the Parlier Zoning Ordinance (Title 18 of the PMC) require certain processes for development to be considered by the Planning Commission, or lacking a sitting Planning Commission, the City Council. As there is no sitting Planning Commission, all such items must be taken to City Council. While this provides the Council with in-depth involvement and ultimate oversight in the planning process, it has multiple unintended but negative effects, including but not limited to:

1. Delaying consideration and approval of items until a Council meeting is available;
2. Expanding the size of Council agendas, and thus the length of Council meetings, to address what are typically considered to be relatively routine items;
3. Increasing costs to applicants resulting from preparation of staff reports and resolutions, plus added costs for public noticing where applicable;

In an effort to streamline the issuance of development permits such as site plan review and conditional use permits and to simplify classification of use, staff proposes to amend the procedures so that many tasks can be addressed at staff level, with the option to appeal decisions to the City Council. The proposed ordinance amendments will be brought to Council for its consideration at a future meeting.

Prepared By:


Jeffrey O'Neal, AICP
City Planner

for
Samuel, E. Escobar
City Manager



AGENDA ITEM: # 16
MEETING DATE: June 21, 2018
DEPARTMENT: Planning

REPORT TO CITY COUNCIL

SUBJECT:

City Council to Consider Approval of Site Plan for Orchard Farm Labor Housing

RECOMMENDATION:

Staff recommends that the City Council adopts Resolution No. 18-XX, approving the site plan for the Orchard Farm Labor Housing Apartments.

BACKGROUND:

<u>Owner:</u>	Housing Authority of Fresno County
<u>Representative:</u>	Scott Berry
<u>Location:</u>	Southwest corner of S. Newmark Avenue and Tuolumne Street; APN 355-041-18T; 295 S. Newmark Avenue See attached map and photo
<u>Site Size:</u>	3.29 acres (gross); 3.05 (net)
<u>General Plan:</u>	High Density Residential
<u>Zoning:</u>	R-3, Medium Density Multiple Family Residential
<u>Existing Use:</u>	Multifamily dwellings
<u>Surrounding Uses:</u>	North – Vacant, single-family residential; R-1 East – Sunwest; M-1 South – Medical offices; R-1, C-4 West – Single-family residential; R-1
<u>Street Access:</u>	S. Newmark Avenue, Tuolumne Street

PROPOSAL & DISCUSSION:

The Housing Authority of Fresno County (FHA) has operated the Orchard Farm Labor housing apartment complex since 1987. The complex consists of 40 units, each with between two and four bedrooms, in a series of one- and two-story structures. FHA proposes to rehabilitate the structures and construct an additional two-story building that will contain a community center on the ground floor and a manager's unit on the top floor. The footprint of the existing units will remain unchanged. Rehabilitation activities will include new exterior treatments, interior flooring, renovated kitchens and bathrooms, new HVAC units (roof-mounted units will be replaced with ground-mounted units), and Energy Star appliances. Four units will be modified to provide Americans with Disabilities Act (ADA) compliance.

The new community center will comprise 1,956 square feet and will include laundry facilities, office space, a kitchen, a computer lab, meeting space and eating areas, storage space, a restroom, and a lobby with the staircase leading to the upstairs manager unit. The manager's unit will contain three bedrooms and two bathrooms and will occupy 1,354 square feet.

All onsite landscaping will be replaced with new, drought-tolerant landscaping. The existing basketball court will be removed and replaced by a tot lot. Curb ramps and onsite lighting will be installed or replaced. The four single-bin existing trash enclosures are proposed to be replaced with two double-bin enclosures. New concrete walkways will be installed to enhance pedestrian access within the site. Four additional parking stalls will be constructed, bring the total to 70 (43 covered, 27 uncovered), of which three are ADA-compliant. 60 stalls are required. Each of the two entryways contains a small concrete median; these will be removed, as the small size of these features presents more of a safety issue than a traffic benefit. The sidewalk at the two entries will be reconstructed to provide ADA paths-of-travel around the backs of the approaches themselves, and the project will be conditioned to ensure that the curb ramps at the southwest corner of S. Newmark Avenue and Tuolumne Street meet ADA standards. The existing monument sign at the corner of S. Newmark Avenue and Tuolumne Street will be replaced. The existing basin at the west-central portion of the site will be increased in size to address the increase to impermeable area.

The peak building height is approximately 22 feet; this is below the R-3 maximum of 40 feet. The site meets requirements for lot area, lot dimensions, lot coverage, and building spacing. Both the existing dwellings and the proposed structure meet the setback requirements of 15 front (15 feet), side (five feet interior, 10 feet street-side), and rear (15 feet).

The site plan, floor plan, and elevations/perspective drawings are attached.

ANALYSIS:

This is the second recent project undertaken by FHA in Parlier within the past few years, the other being the Oak Grove project to the north. Both projects serve to either replace or upgrade

Site Plan Review

Prior to approving a site plan, the City Council must make findings as prescribed by Parlier Municipal Code Section 18.40.040:

1. The project complies with all provisions of the Zoning Ordinance.
The site is zoned R-3 Medium Density Multiple Family Residential. The proposed use is permitted subject to approval of a site plan, and meets development standards related to lot area, dimensions, building height, setbacks, space between buildings, lot coverage, parking, access, and signage.
2. The following are so arranged that traffic congestion is avoided and pedestrian and vehicular safety are protected, and there will be no adverse effect on surrounding property:
 - a. Facilities and improvements

The site plan indicates a logical layout of facilities typical for multifamily development.

- b. Vehicular ingress, egress, and internal circulation
The project has access to S. Newmark Avenue and Tuolumne Street. The project will not add significant number of vehicles trips. Internal circulation provides access to onsite parking. Circulation and parking are arranged to accommodate both passenger vehicles and trucks or larger vehicles.
 - c. Setbacks
Both the existing and proposed structures meet the applicable setbacks.
 - d. Height of buildings
The peak height of the structures is approximately 22 feet and a maximum of two stories, neither of which exceeds the 40-foot, three-story maximum.
 - e. Location of service
Water service is available in Manning Avenue and within the vacant parcels to the west. Sewer connection is available within the vacant parcel to the northwest. The project will surface drain to Manning Avenue.
 - f. Walls
Fences and walls will conform to the requirements of City of Parlier Standard Drawing Nos. M-3 to M-7.
 - g. Landscaping
The project is required to provide a landscaping plan for review and approval by the Community Development Department. It will replace most of the existing onsite landscaping with drought-tolerant landscaping
3. Proposed lighting is so arranged as to reflect the light away from adjoining properties.
The project is required to provide a lighting plan for the review and approval of the City Engineer. Said plan will indicate location, direction, and illumination levels of all lighting.
4. Proposed signs will not by size, location, color, or lighting interfere with traffic or limit visibility.
All signage must be approved pursuant to the standards and guidelines of the Parlier Municipal Code prior to installation.

Environmental

The first step in complying with CEQA is to determine whether the activity in question constitutes a "project" as defined by CEQA, Public Resources Code Section 21000, *et seq.* and the CEQA Guidelines, California Code of Regulations Section 15000, *et seq.* A "project" consists of the whole of an action (i.e. not the individual pieces or components) that may have a direct or reasonably foreseeable indirect effect on the environment. The second step is to determine whether the project is subject to or exempt from the statute. This proposal qualifies as a project under CEQA because it involves the issuance to a person of a "lease, permit, license, certificate, or other entitlement for use" as described in CEQA Guidelines Section 15378. However, the City has determined that the project is exempt from CEQA under CEQA Guidelines Section 15332, In-fill Development Projects. This category includes projects meeting the following criteria:

- 1. The project is consistent with the General Plan and the Zoning Ordinance;
- 2. The site is within the city limits and is no more than five acres in size;

3. The project has no value as habitat for endangered species.
4. The project would not result in significant effects related to traffic, noise, air quality, or water quality; and
5. The site can be served by all required utilities and services.

As described herein, the project meets the required criteria.

FISCAL IMPACT:

The project will be responsible for payment of Development Impact Fees based on the addition of the community center and manager's unit. Fees collected for the project are outlined in the conditions of approval, and amount to \$6,893.60.

Fees for review and processing of applications and construction drawings are typically borne by the applicant.

Prepared By:



Jeffrey O'Neal, AICP
Contract City Planner

for
Samuel Escobar
City Manager

Notice of Exemption

To: County Clerk
County of Fresno
2221 Kern Street
Fresno, CA 93721

From: City of Parlier
1100 E. Parlier Avenue
Parlier, CA 93648

FILE

Project Title: Orchard Farm Labor Housing Site Plan Review

Project Applicant: Housing Authority of Fresno County

Project Location – Specific: 295 S. Newmark Avenue (APN 355-041-18T)

Project Location – City: Parlier

Project Location – County: Fresno

Description of Nature, Purpose, and Beneficiaries of Project:

The Housing Authority of Fresno County proposes to build one new 3,310 SF structure and rehabilitate 40 existing multifamily dwelling units at its Orchard Farm Labor Housing facility. The new building would contain a community center on the ground floor and an onsite property manager's unit on the second floor. Revitalization includes installation of drought-tolerant landscaping, new building exterior finishes, interior flooring, renovated kitchens and bathrooms, HVAC units, and Energy Star appliances. The project will to improve the appearance and condition of the site while continuing to provide quality low-income housing, which benefits the residents and the City of Parlier. Despite addition of the new structure, the City will see a decrease in water and energy use resulting from installation of new, efficient appliances and fixtures and low-water landscaping, and an upgraded appearance to the aging residential area. Providing quality low-income housing ensures job retention for laborers in the City of Parlier, thereby enhancing revenue.

Name of Public Agency Approving Project: City of Parlier

Name of Person or Agency Carrying Out Project: Housing Authority of Fresno County

Exempt Status:

- ☐ Ministerial (Sec. 15268);
- ☐ Declared Emergency (Sec. 15269(a));
- ☐ Emergency Project (Sec 15269(b)(c));
- ☐ Categorical Exemption. State type and section number: **15332, In-fill Development Projects**
- ☐ Statutory Exemption. State code number: _____

Reason(s) why project is exempt:

The addition of the new structure in conjunction with the proposed minor site and building improvements meets the criteria for Class 32 exemption: it is consistent with the General Plan and the Zoning Ordinance; it is within the city limits on a site not greater than five acres in size that is surrounded by development and has no value as habitat; all required utilities are available; and it will not result in any significant effects to traffic, noise, air quality, or water quality.

Lead Agency Contact: Jeffrey O'Neal, AICP

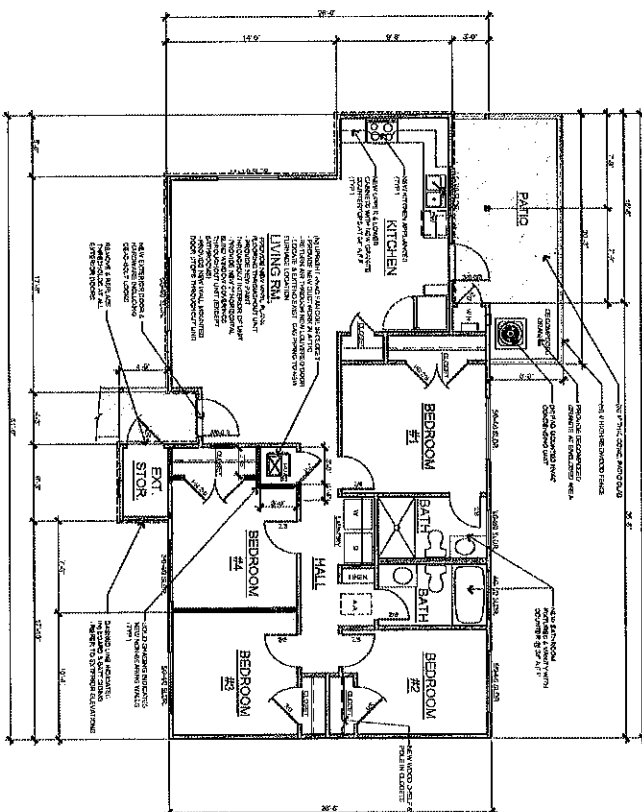
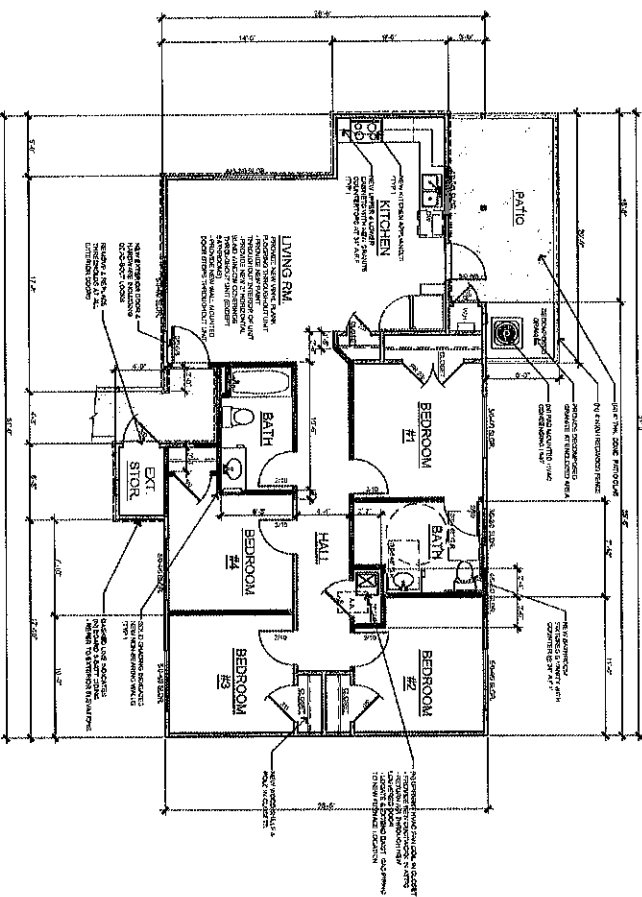
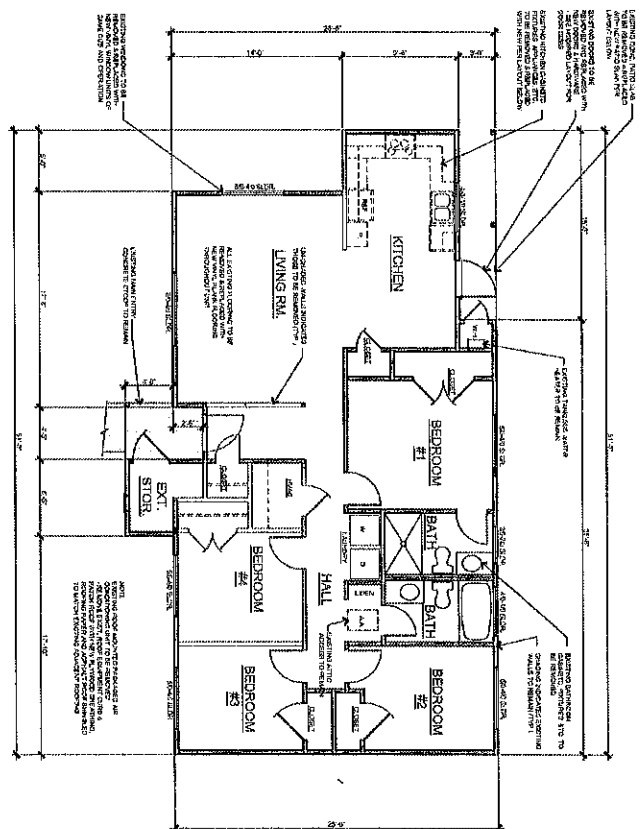
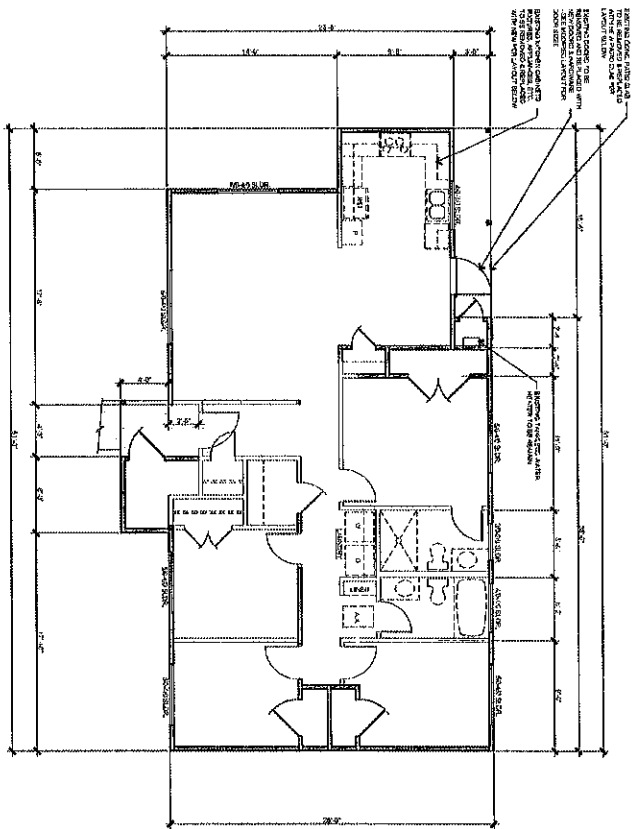
Phone: 559.646.3545

If filed by applicant:

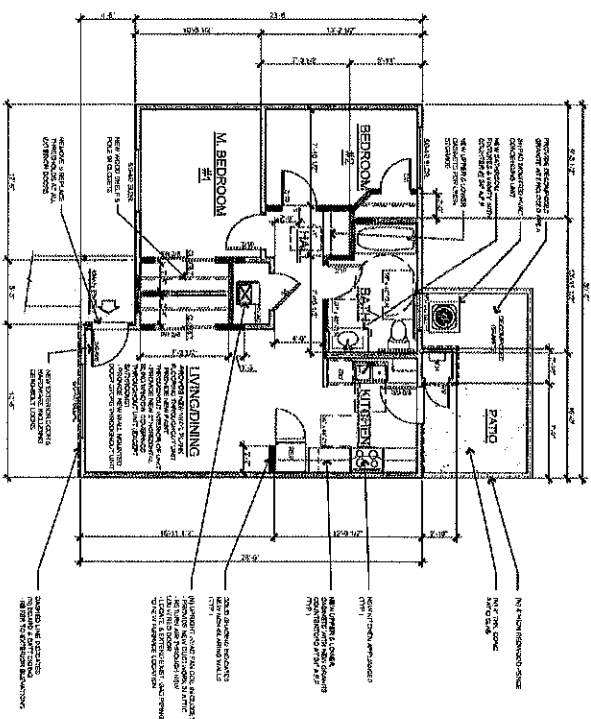
1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

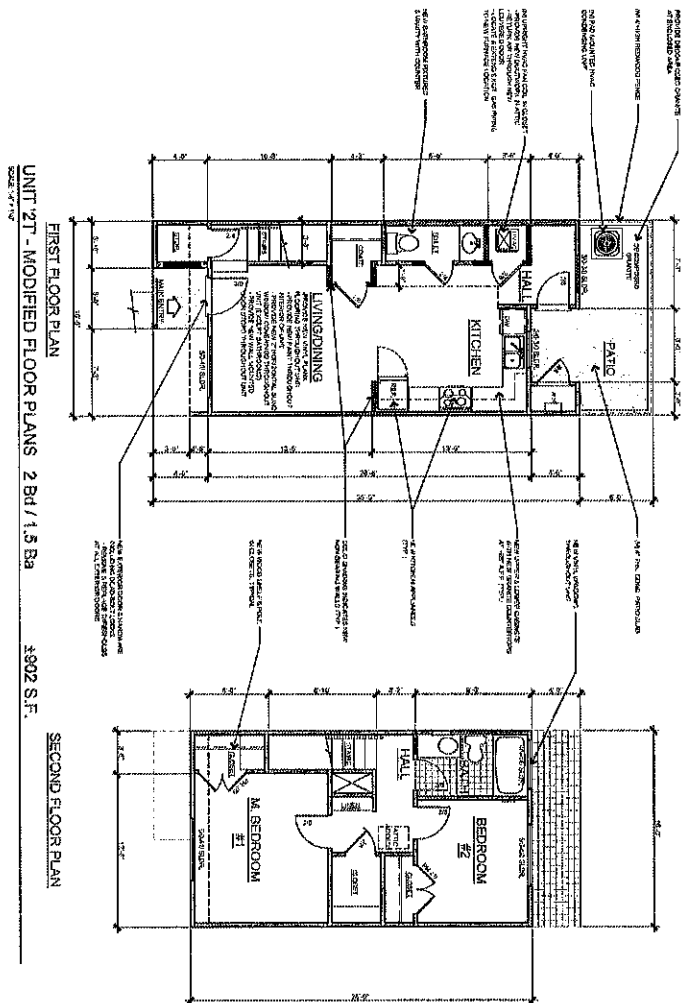
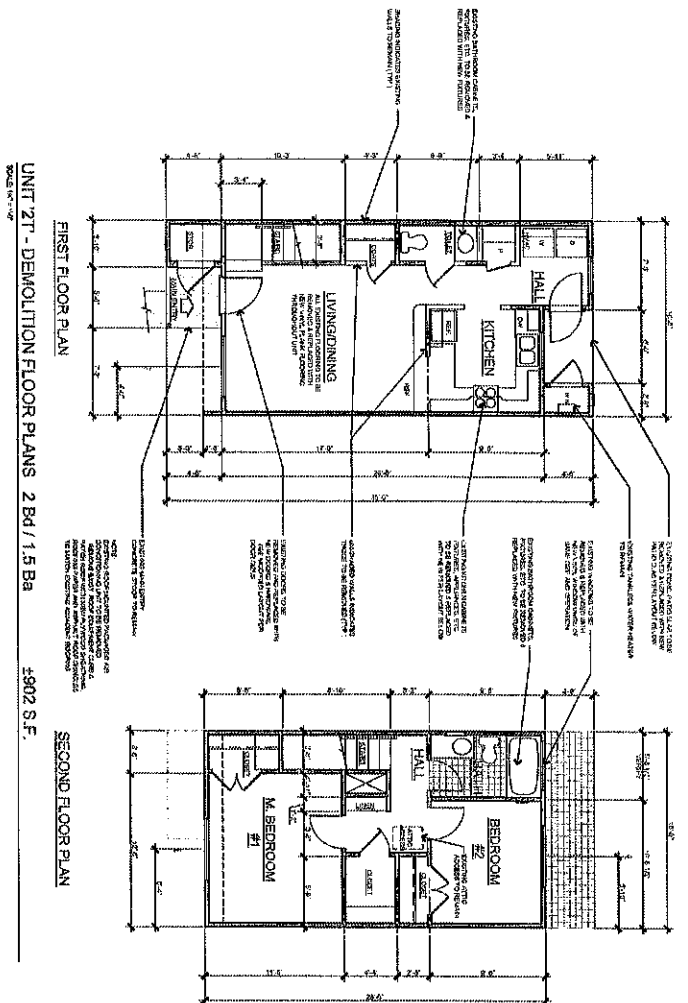
Signature: _____ **Date:** _____ **Title:** Contract City Planner

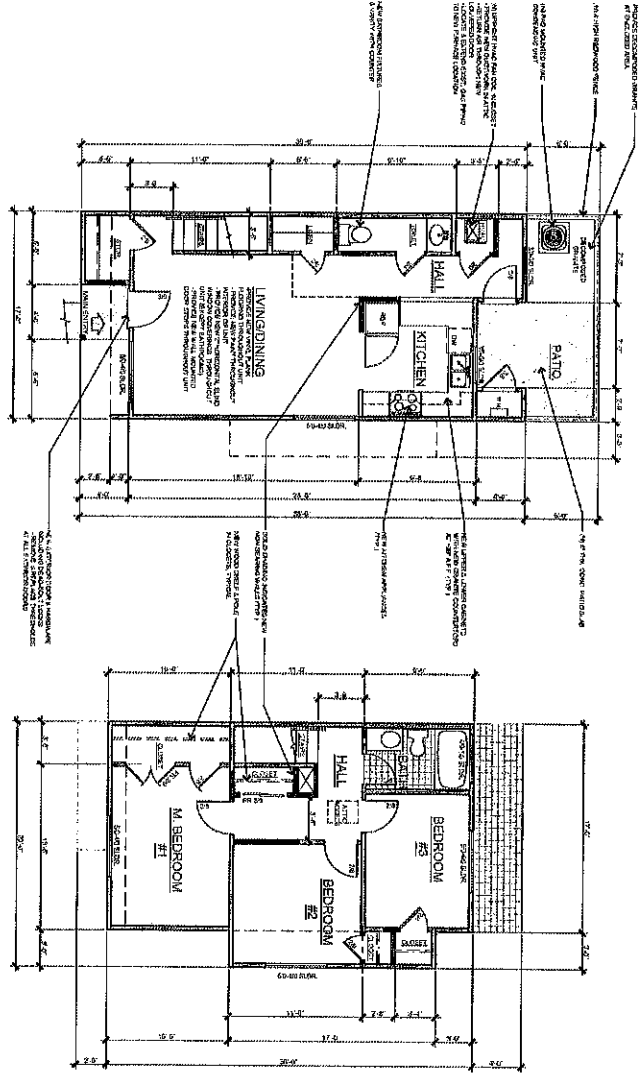
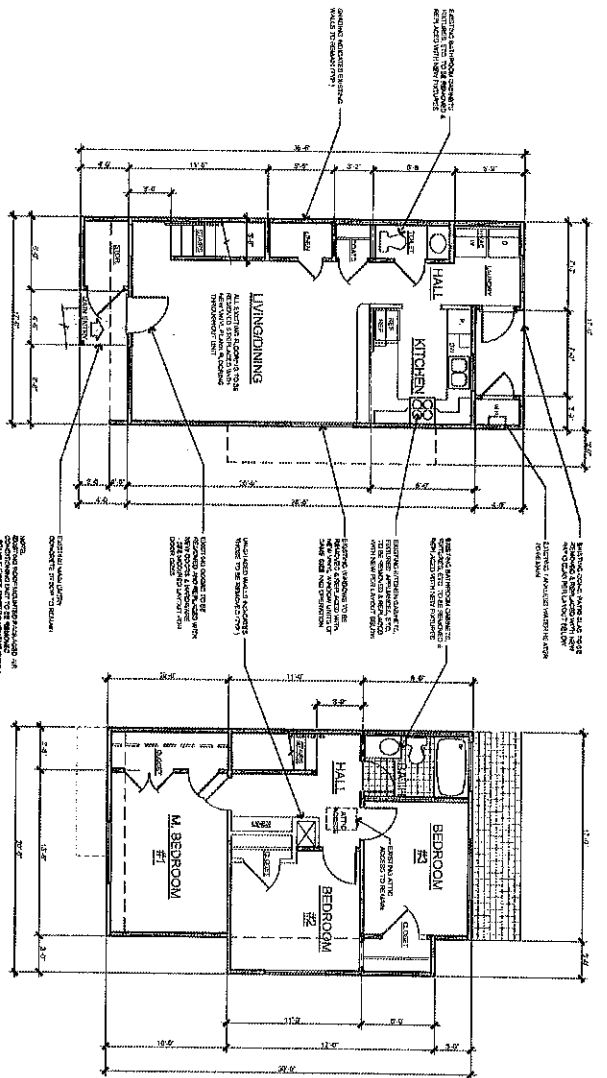
Date received for filing at OPR: _____



UNIT 'HC' - DEMOLITION FLOOR PLAN 2 Bd / 1 Ba ±781 S.F.





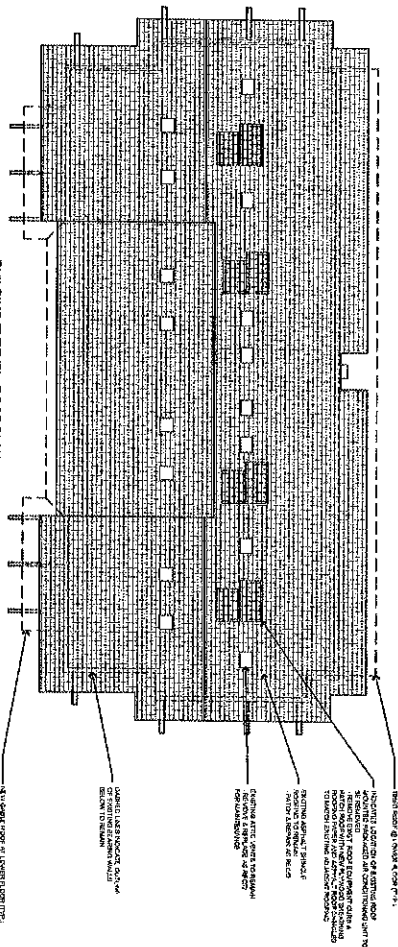


7000 North N. Highway, Suite 100
 Fresno, CA 93721
 (559) 435-1111
 www.rldavidson.com

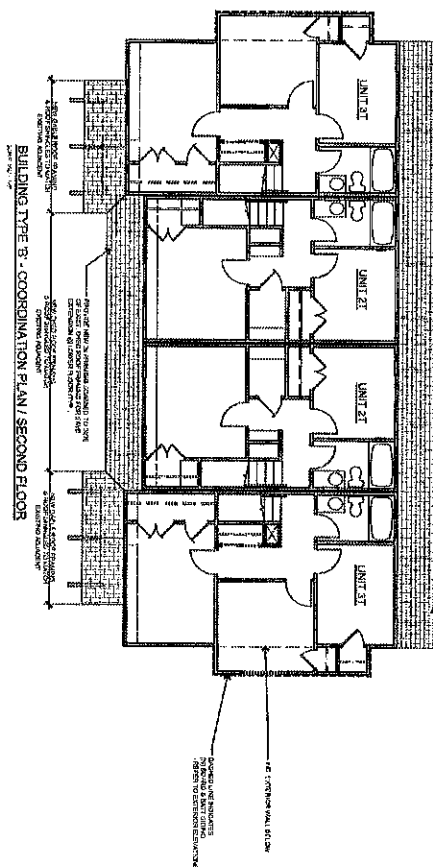


ORCHARD APARTMENTS
 302 S. Olive Street
 Fresno, CA 93701
FOR:
FRESNO HOUSING AUTHORITY

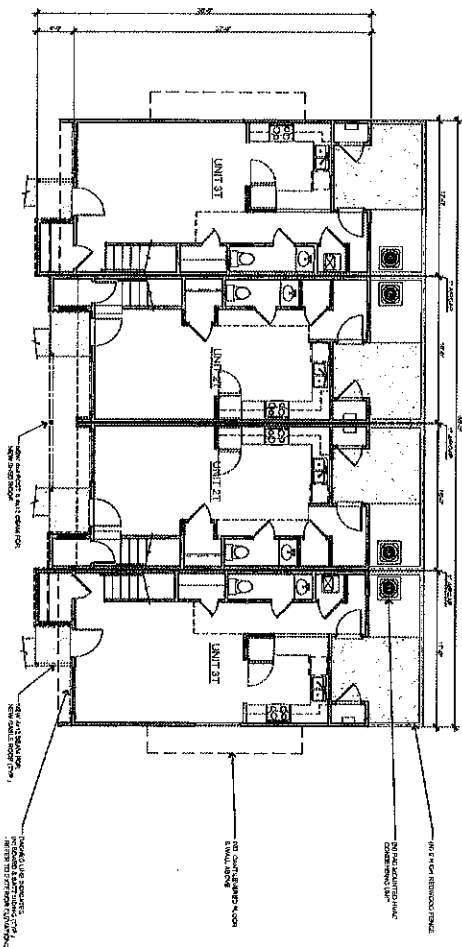
UNIT TYPE 3T
FLOOR PLAN



BUILDING TYPE 'B' - ROOF PLAN
WALL DATA



BUILDING TYPE 'B' - COORDINATION PLAN / SECOND FLOOR



BUILDING TYPE 'B' - COORDINATION PLAN / FIRST FLOOR



ORCHARD APARTMENTS
204 S. WILSON ST.

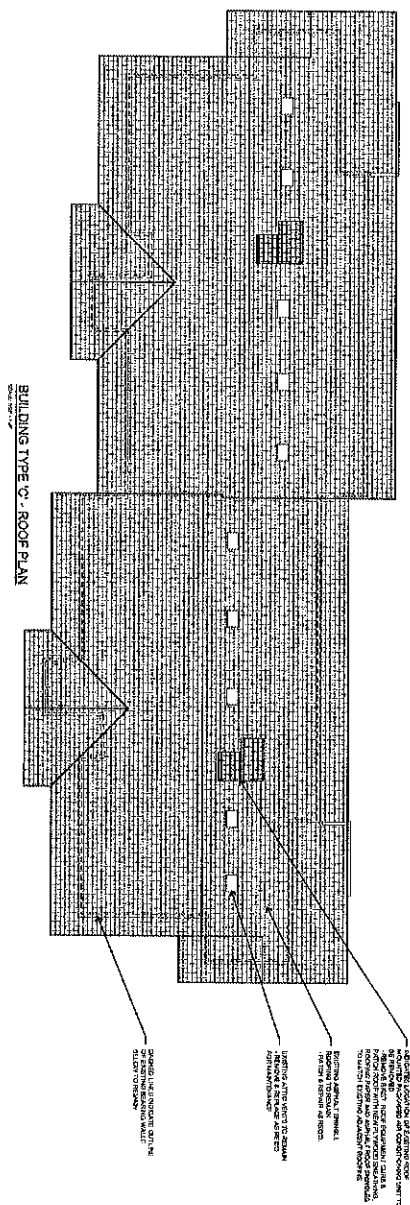
Parlier, CA 93626

130

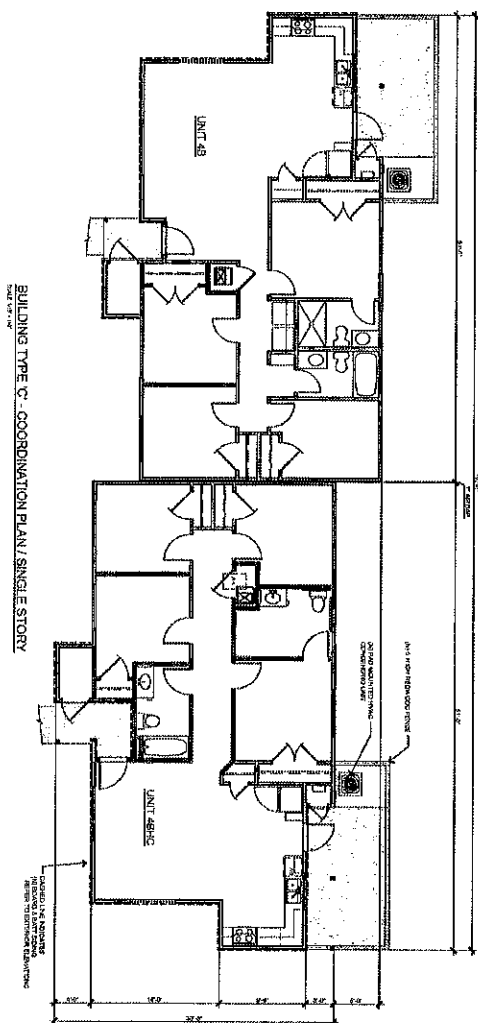
FRESNO HOUSING AUTHORITY

BUILDING TYPE 'B'
COORDINATION PLANS

23.

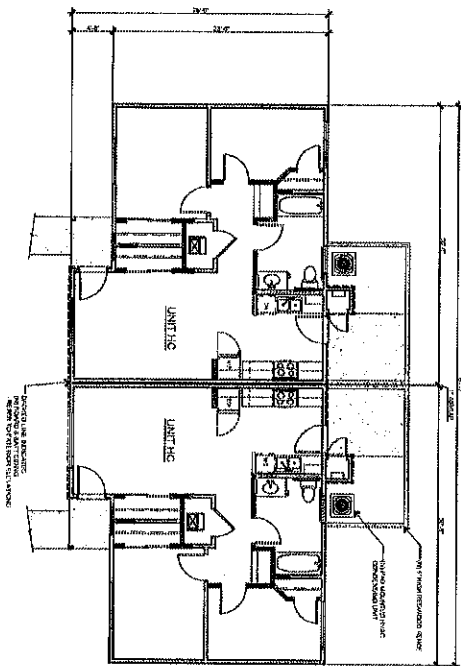


BUILDING TYPE 'C' - ROOF PLAN



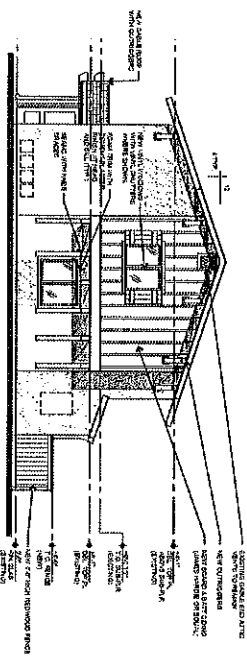
BUILDING TYPE C - COORDINATION PLAN / SINGLE STORY

BUILDING TYPE 'D' - ROOF PLAN

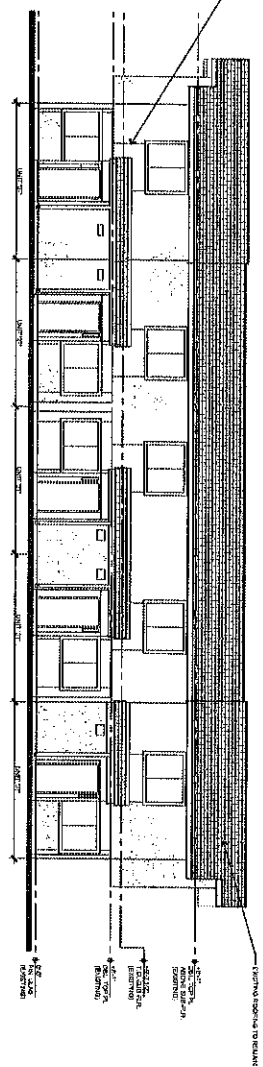


BUILDING TYPE 'D' - COORDINATION PLAN / SINGLE STORY

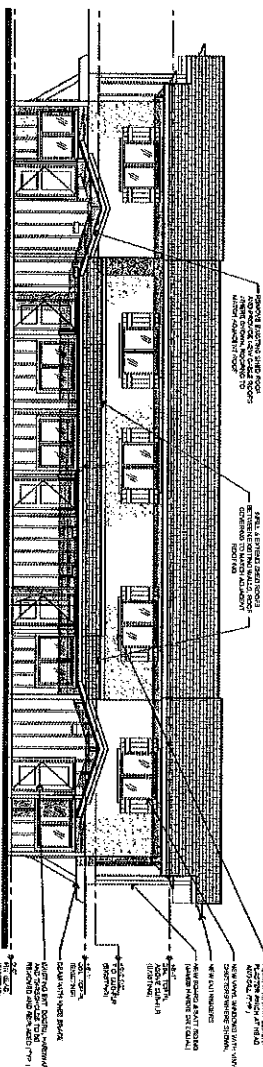
EXISTING LEFT ELEVATION - RIGHT ELEVATION SIMILAR



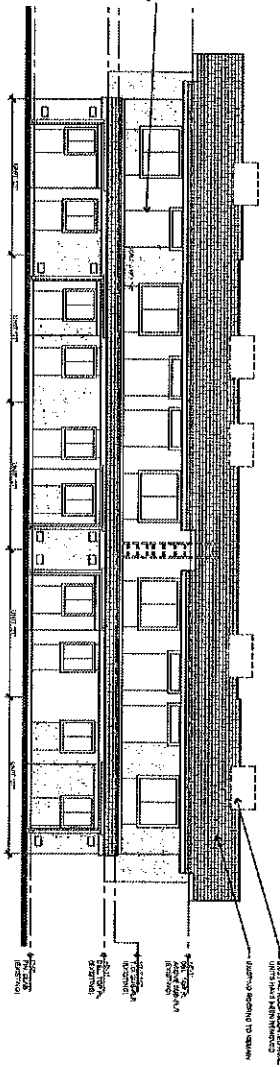
PROPOSED LEFT ELEVATION - RIGHT ELEVATION SIMILAR



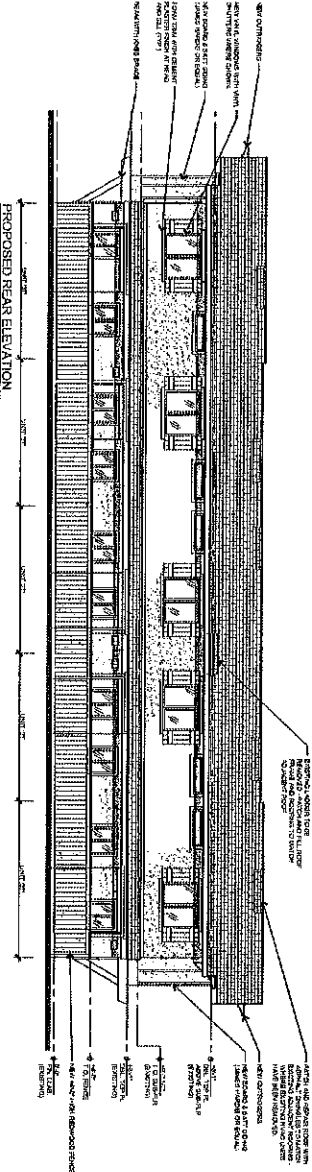
EXISTING FRONT ELEVATION



PROPOSED FRONT ELEVATION



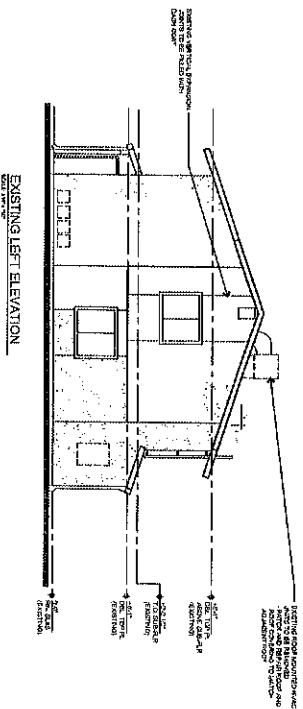
EXISTING REAR ELEVATION



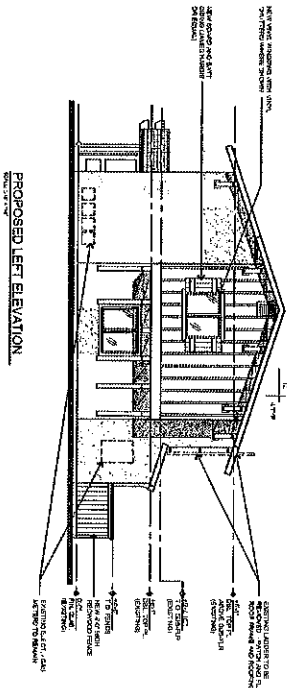
PROPOSED REAR ELEVATION
23x5 7' 0" x 17' 0"



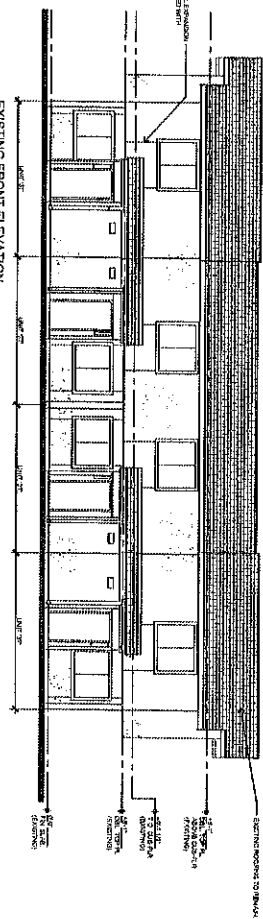
ORCHARD APARTMENTS
302 S. Newmark Ave
Pomona, CA 91768
FOR:
FRESNO HOUSING AUTHORITY

[illegible]BUILDING TYPE B
ELEVATIONS

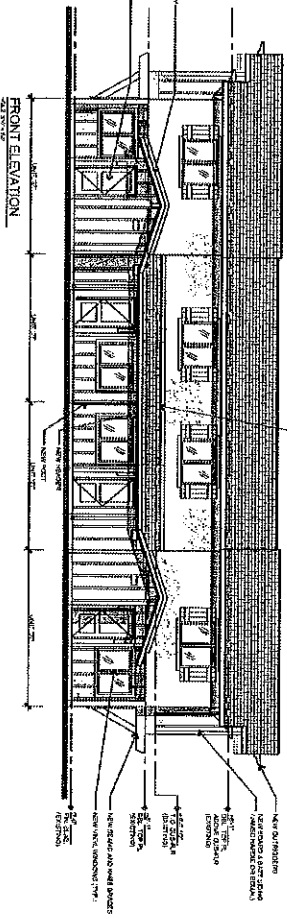
EXISTING LEFT ELEVATION



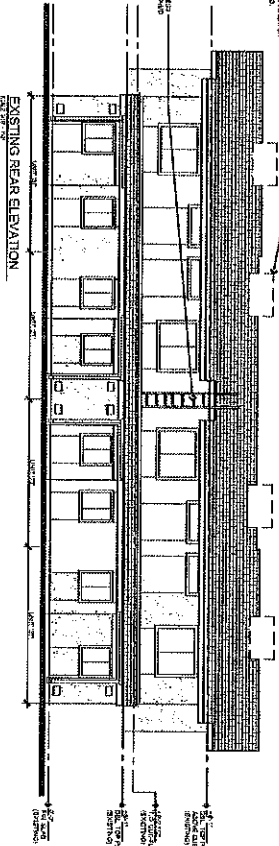
PROPOSED LEFT ELEVATION



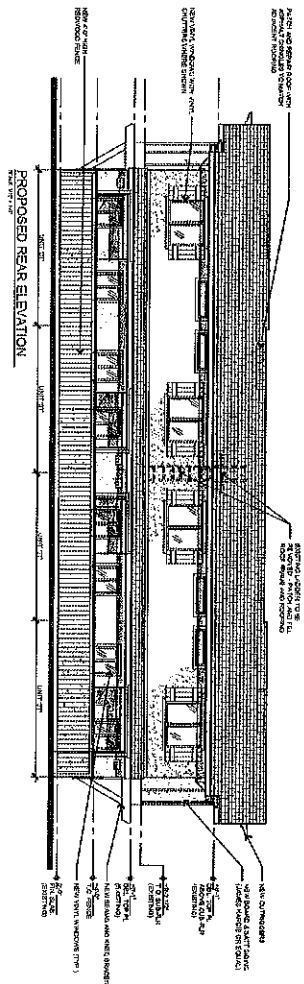
EXISTING FRONT ELEVATION



FRONT ELEVATION



EXISTING REAR ELEVATION



PROPOSED REAR ELEVATION



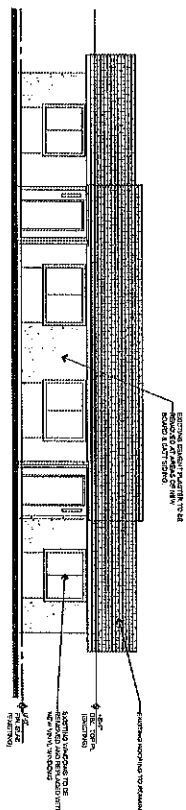
ORCHARD APARTMENTS
254 S. INDEPENDENT AVE
PACIFIC, CA 92662

FOR:
FRESNO HOUSING AUTHORITY

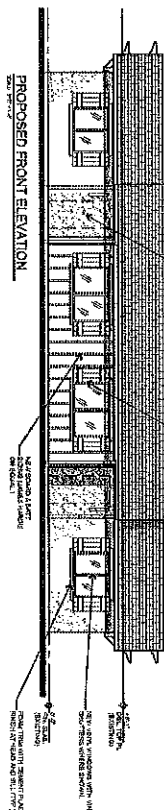
BUILDING TYPE
ELEVATIONS

P4.3

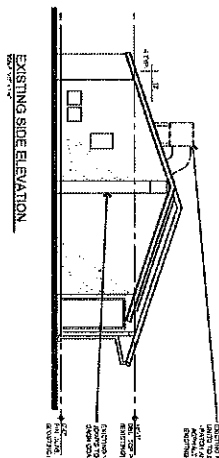
PHILIPPS M.A. (1874)



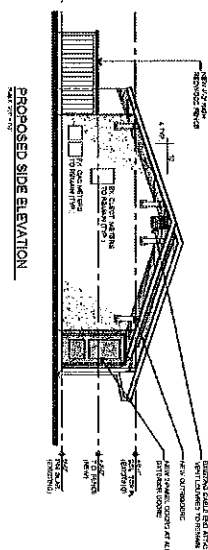
EXISTING FRONT ELEVATION
2nd Floor



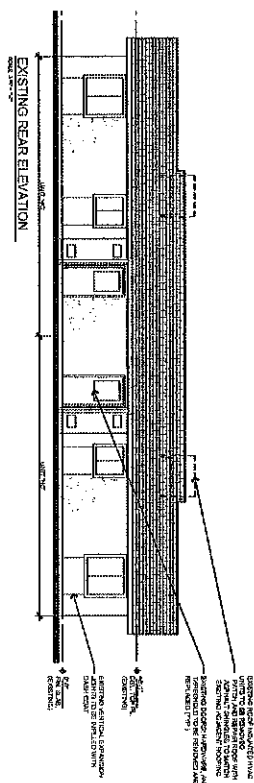
PROPOSED FRONT ELEVATION
2024-2025



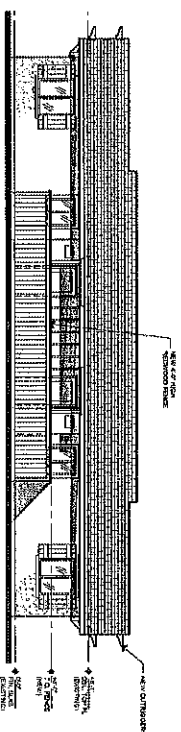
EXISTING SIDE ELEVATION



PROPOSED SIDE ELEVATION
SCALE: 1/8" = 1'-0"



EXISTING REAR ELEVATION
SCALE 1/8" = 1'-0"



PROPOSED REAR ELEVATION
SCALE 1/8" = 1'-0"



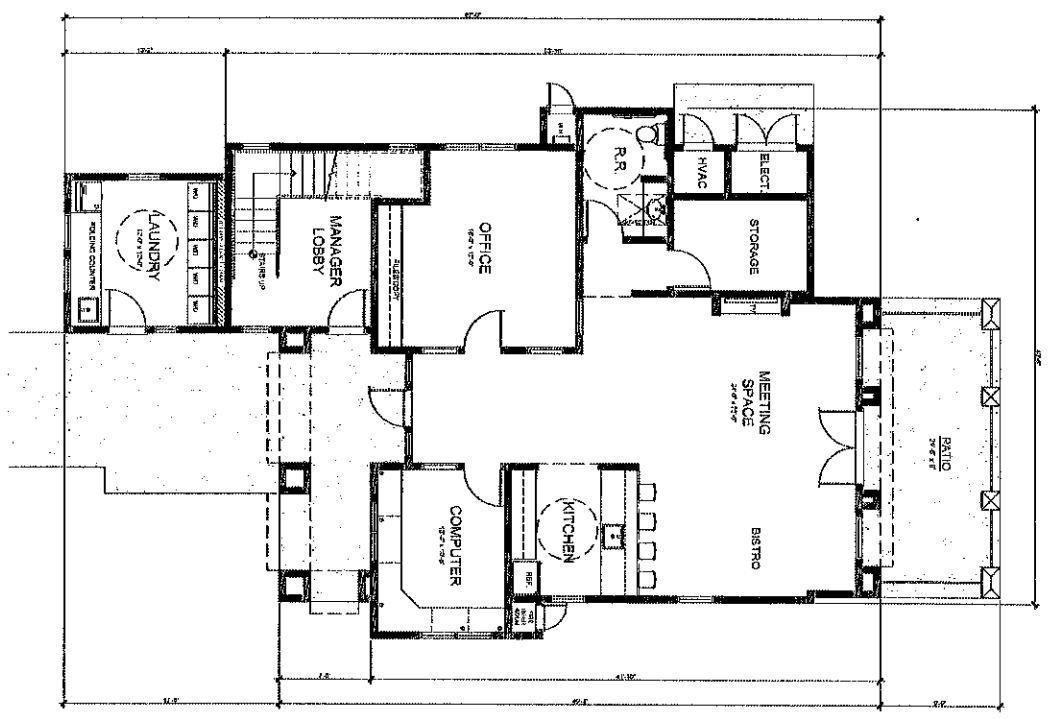
7000 WEST LAMAR, #100
FRESNO, CA 93701
TEL: 438-1100
FAX: 438-1101



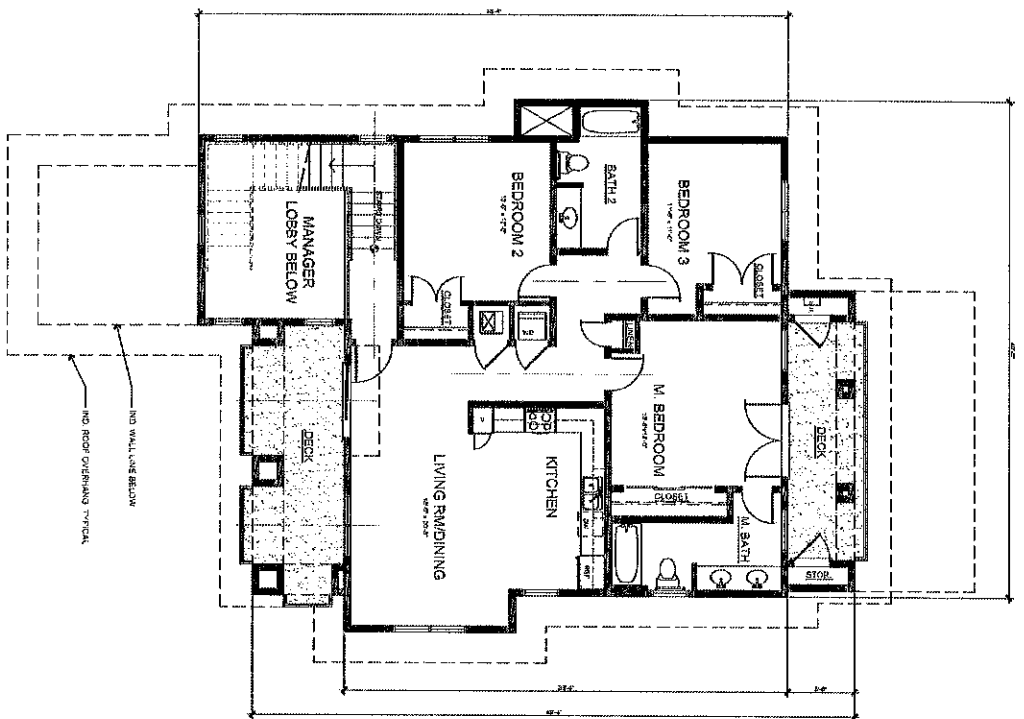
ORCHARD APARTMENTS
FOR:
FRESNO HOUSING AUTHORITY

COMMUNITY
BUILDING
COORDINATION PLANS

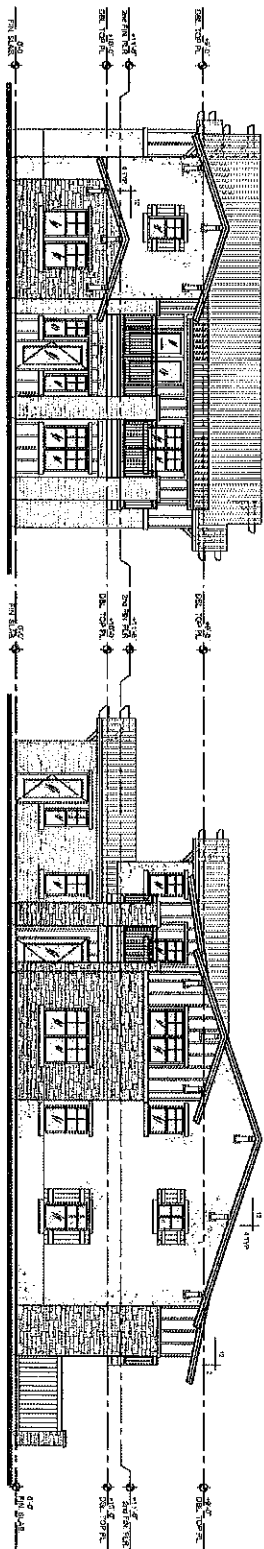
P5.0



COMMUNITY BUILDING - FIRST FLOOR (1,870 S.F.)
SCALE: 1/4" = 1'-0"



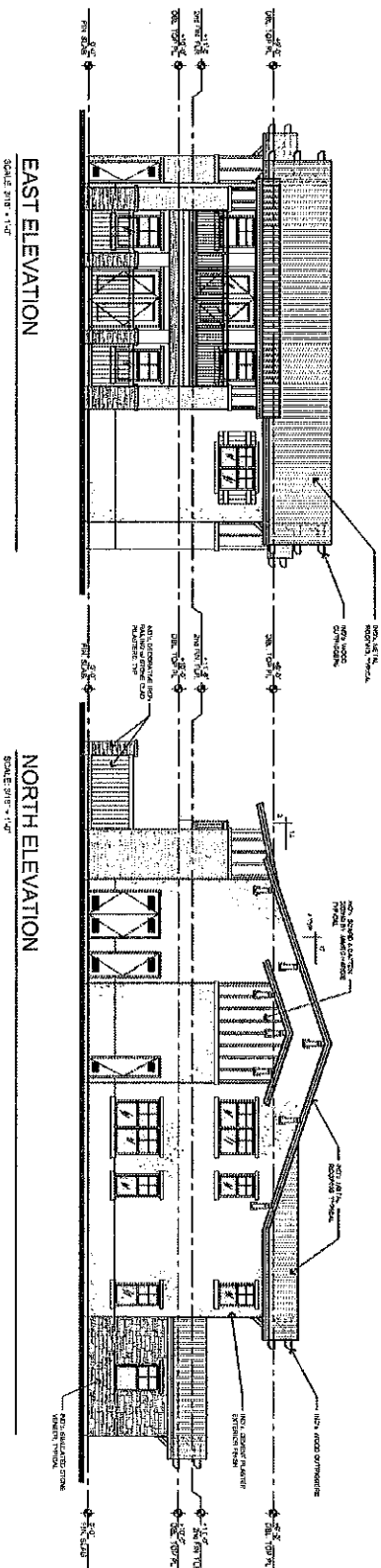
COMMUNITY BUILDING - UPPER FLOOR MGR. UNIT (1,354 S.F.)
SCALE: 1/4" = 1'-0"



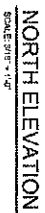
WEST ELEVATION
SECTION 318' x 17'



SOUTH ELEVATION
SCALE: 3/8" = 1'-0"



EAST ELEVATION



NORTH ELEVATION

"ORCHARD APARTMENTS"

FAMILY APARTMENT COMMUNITY
PARLIER, CA
DEVELOPED BY:
HOUSING AUTHORITY OF FRESNO COUNTY



7460 NORMA STREET, #203
FREMONT, CA 94721
510.443.2503
www.fremontcity.com



ORCHARD APARTMENTS
845 S. Newmarket Ave
Ft. St. CA 95006

FOR:
FRESNO HOUSING AUTHORITY

[illegible]

**COMMUNITY BUILDING
EXTERIOR
ELEVATIONS**

P. 5.

P5.1



City of Parlier - Fresno Housing Authority Orchard
APNs 355-041-18T 295 S. Newmark Avenue

 Project

355-04

Assessor's Map Bk. 355 - Pg. 04
County of Fresno, Calif.
0

Project

RESOLUTION 2018-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARLIER APPROVING A SITE PLAN FOR THE ORCHARD FARM LABOR HOUSING PROJECT

WHEREAS, the Housing Authority of Fresno County (“Housing Authority”) currently owns and operates a 40-unit multifamily housing complex at 295 S. Newmark Avenue, said location consisting of Fresno County Assessor’s Parcel No. (“APN”) 355-041-18T, and containing approximately 3.29 acres (“Site”); and

WHEREAS, the Housing Authority wishes to construct a two-story structure within the existing facility to consist of a community center and a manager’s dwelling unit, and to renovated and rehabilitate the existing structures (“Project”); and

WHEREAS, the Site is zoned R-3 Medium Density Multiple Family Residential, which allows the proposed uses by right; and

WHEREAS, pursuant to Parlier Municipal Code (“PMC”) Section 18.18.180, approval of a site plan is required to authorize development of the Project; and

WHEREAS, the housing Authority has submitted an application for site plan review; and

WHEREAS, approval of a site plan consists of a “lease, permit, license, certificate, or other entitlement for use”, and is therefore a “project” pursuant to the California Environmental Quality Act, Public Resources Code Section 21000, *et seq.* (“CEQA”) and the CEQA Guidelines, California Code of Regulations Section 15000, *et seq.*; and

WHEREAS, the City Council finds that the Project meets the criteria described in CEQA Guidelines Section 15332, and is therefore exempt from CEQA as an In-fill Development Project; and

WHEREAS, pursuant to PMC Section 18.40.040, the City Council has made the following findings, the evidence for said finding substantiated within the record:

1. The project complies with all provisions of the Zoning Ordinance.
2. The following are so arranged that traffic congestion is avoided and pedestrian and vehicular safety are protected, and there will be no adverse effect on surrounding property:
 - a. Facilities and improvements.
 - b. Vehicular ingress, egress, and circulation.
 - c. Setbacks.
 - d. Height of buildings.
 - e. Location of service.
 - f. Walls.
 - g. Landscaping.
3. Proposed lighting is so arranged as to reflect the light away from adjoining properties.
4. Proposed signs will not by size, location, color, or lighting interfere with traffic or limit visibility.

NOW, THEREFORE BE IT RESOLVED that the Parlier City Council approves the site plan for the Orchard Farm Labor Housing Project, subject to the conditions of approval contained in Attachment A hereto.

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Parlier held on June 21, 2018 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

City Clerk

As may be used herein, the words "owner," "operator", and "applicant" shall be interchangeable, excepting when the word "owner" is indicated in ***bold italics***. In that event, the condition of approval is specific to the owner-in-fee of the real property in question.

General

1. Approval of this site plan shall be valid for a period not to exceed two (2) years from the date of approval unless a building permit for the facility described herein has been issued by the Building Department and construction is being diligently pursued. The owner may request an extension of up to one (1) additional year via written request to the Community Development Department submitted not less than thirty (30) days prior to expiration of the site plan approval. The pending expiration shall be tolled until such time as the City Council acts on the request for extension.
2. Development shall comply with all applicable provisions of the City of Parlier General Plan and the Parlier Municipal Code (PMC), including but not limited to: potable water protection regulations (Chapter 13.30), business licensing requirements (Title 5), and Building Code Standards (Title 15); the Subdivision Ordinance (Title 16); and the regulations of the applicable zone district(s) and other relevant portions of the Zoning Ordinance (Title 18); and the City of Parlier Standard Specifications and Standard Drawings.
3. Use of the site shall conform to all applicable City requirements for the R-3 Medium Density Multiple Family Residential Zone District.
7. Construction drawings (Building and Improvement Plans; site, grading, irrigation, and landscaping) shall be submitted to the Community Development Department for review and approval. A building permit shall be acquired prior to start of any construction activities.
4. The applicant shall provide a grading plan prepared by a CA-licensed civil engineer for the review and approval of the City Engineer. Said grading plan shall address runoff resulting from changes to the amount and type(s) of impermeable surfaces created and/or removed as part of construction.
5. The applicant shall provide an irrigation plan for the review and approval of the City Engineer.
6. The applicant shall provide a lighting plan for the review and approval of the City Engineer. All exterior lights shall be shielded or otherwise oriented to prevent disturbance to surrounding or neighboring properties or traffic on Manning Avenue.
7. The applicant shall consult with and shall comply with the requirements of the San Joaquin Valley Air Pollution Control District.
8. The applicant shall consult with and shall comply with the requirements of the Fresno County Fire Protection District/CalFire.
9. Following any changes made to the site plan as a result of these conditions or other commentary, correspondence, or official requirement, the applicant shall submit a copy of the final site plan as revised to the Community Development Department for inclusion in the project file.

Attachment A to Resolution No. 2018-XX

10. Prior to issuance of a certificate of occupancy, all conditions of approval shall be verified as complete by the Community Development Department, and any and all outstanding fees shall have been paid. Any discrepancy or difference in interpretation of the conditions between the owner/ applicant/ operator and the Community Development Department shall be subject to review and determination by the City Council.

Site

11. Development of the project site shall be in substantial conformance with the Preliminary Site Plan dated February 22, 2018 as attached hereto and incorporated herein. The City Planner shall determine the extent to which incremental or minor changes to the site plan, the landscape plan, and/or the operational statement meet this requirement.
12. The project shall install and maintain a minimum of sixty (62) parking spaces, of which a minimum of two (2) shall be ADA-accessible spaces, including one (1) van-accessible space. Of the 62 spaces, 41 shall be within a garage or carport. ADA signage shall conform to current requirements. Parking spaces shall comply with City of Parlier Standard Drawing No. M-2. Reduced-length spaces may be allowed with the with the approval of the City Engineer to accommodate vehicle overhangs provided that abutting ADA paths of travel are not affected. Vehicle overhang into landscaped areas is allowed provided that landscaping treatments are not affected.
13. Permanent parking and circulation areas shall comprise a minimum pavement section consistent with City of Parlier Standard Drawing No. ST-3 (2" A.C./4" Agg. Base), unless the geotechnical investigation indicates a heavier pavement section is necessary. For purposes of meeting slope requirements, and upon the approval of the City Engineer, surfacing for parking and movement areas (particularly those for ADA parking) may instead use Portland cement concrete.
14. Site drainage shall be to the existing basin at the west-central area of the site. The owner shall provide calculations for review and approval by the City Engineer to ensure that the basin is sized appropriately; resizing of the basin will be at owner's expense.
15. Valley gutter construction shall be consistent with City of Parlier Standard Drawing No. ST-9 unless an alternate design is approved by the City Engineer. Sidewalk underdrain pipe shall be consistent with City of Parlier Standard Drawing No. D-6.
16. If the drainage basin has a depth of greater than eighteen (18) inches or will have a depth of eighteen (18) inches following any required excavation, the owner shall install fencing a minimum of six (6) feet in height around the perimeter of the basin, including a locking gate to prevent access to any persons other than maintenance and/or public safety personnel. The specific location, materials, and style of said fencing shall be subject to approval by the Community Development Department consistent with City of Parlier Standard Drawing Nos. M-3 through M-7.be determined during design review.
17. Other fencing locations and materials, if applicable, shall be subject to approval by the Community Development Department consistent with City of Parlier Standard Drawing Nos. M-3 through M-7.

Attachment A to Resolution No. 2018-XX

18. The applicant shall coordinate with Mid Valley Disposal to establish necessary solid waste procedures (i.e. collection days and frequency). The owner shall install either two (2) trash enclosures consistent with City of Parlier Standard Drawing No. M-12, Type "D" in the locations shown on the site plan, or a minimum of three (3) trash enclosures consistent with City of Parlier Standard Drawing No. M-12, Type "E". Changes to the specific number and location of the trash enclosures pursuant to this condition shall be considered a minor change to the site plan consistent with Condition No. 11 above.
19. The owner/applicant shall comply with all relevant components of the California Building Standards Code and associated trade codes, including but not limited to issues related to restroom facilities, building occupancy limits, site grading, and fire prevention and safety.
20. All signage must be approved pursuant to the standards and guidelines of the Parlier Municipal Code prior to installation.
21. The owner/operator of the facility shall be responsible for the ongoing and long-term maintenance of required improvements and landscaping. As required by CA Streets and Highways Code Sections 5600-5630, this shall include sidewalk, curb, and gutter, and planter strip.

Utilities

22. The development shall at all times respect existing or new easements by, for, and between all private and public entities, including but not limited to the City of Parlier and the Consolidated Irrigation District, and any successors and heirs.
23. It shall be the responsibility of the owner/developer to grant easements as necessary for the installation and maintenance of private utilities, including but not limited to: electricity, gas, telephone, and cable television.
24. Any connections to the City of Parlier's water or wastewater systems shall be made in accordance with City of Parlier standards and shall be consistent with the utilities plan approved by the City Engineer.
25. The applicant shall comply with the City of Parlier Cross-Connection Control Regulations contained within PMC Section 13.30. Consistent with these regulations one or more backflow prevention devices may be required.

Newmark Avenue, Tuolumne Street

26. Any work within the City of Parlier public right-of-way shall require an encroachment permit.
27. The project shall ensure that all sidewalks along the property frontages are constructed to ADA standards.
28. The project shall remove the median island curbs at each entry location and shall install sidewalk behind each drive approach to ensure that ADA path-of-travel requirements are met.
29. The project shall ensure that both ramps at the southwest corner of S. Newmark Avenue and Tuolumne Street are constructed to ADA standards.

Attachment A to Resolution No. 2018-XX

Fees

30. Owner shall be responsible for payment of any and all outstanding planning, building, plan check, and engineering fees prior to issuance of a certificate of occupancy.
31. Concurrently with submission of improvement and/or building plans, the applicant shall deposit with the City of Parlier funds in estimated by the City Engineer and/or Building Official, respectively, to be sufficient to offset costs to the City for review of such plans. In the event that such funds are not sufficient to cover costs to the City, the City Engineer and/or Building Official, as appropriate, shall contact the applicant to request additional funds, which the applicant shall then deposit with the City.
32. The applicant shall pay to the City of Parlier development impact fees consistent with the City's current Development Impact Fee Schedule:

CITY OF PARLIER ORCHARD APARTMENTS DEVELOPMENT IMPACT FEES				
Fee	Unit Type	Units ¹	Fee per Unit	Total
City Management and General Services	AC	0.04	\$319.53	\$12.78
Public Safety	AC	0.04	\$319.53	\$12.78
Storm Drainage	AC	0.04	\$5,591.75	\$223.67
Wastewater Treatment	EDU	1	\$1,834.11	\$1,834.11
Domestic Water	EDU	1	\$2,156.84	\$2,156.84
Fire Flow	EDU	1	\$1,078.40	\$1,078.40
City Parks	EDU	1	\$559.18	\$559.18
Water Hook-up	EDU	1	\$400.19	\$400.19
Sewer Hook-up	EDU	1	\$615.65	\$615.65
Total				\$6,893.60

¹ Includes construction of one 1,956-SF community center (AC) and one dwelling (EDU).



AGENDA ITEM: # 17
MEETING DATE: 06-21-2018
DEPARTMENT: Engineering

REPORT TO CITY COUNCIL

SUBJECT:

Conduct Public Hearing and Council's Intention to confirm the collection of the annual assessment for Parlier Landscaping Maintenance and Lighting District No. 1 by resolution.

RECOMMENDATION:

City Council conduct a Public Hearing and adopt Resolution No. 2018-__, titled "*Confirming Diagram and Assessment, Annual Levy 2018-2019, Landscaping Maintenance and Lighting District No. 1*", and authorize the filing of the Resolution and Engineer's Report.

BACKGROUND:

This resolution declares the Council's intention to levy and collect the annual assessment for the Landscape Maintenance and Lighting District No. 1 assessments for the tax year 2018-2019 to help defray the cost to the City for maintenance for landscaping and lighting within the public right-of-ways of those areas that have been annexed into the Landscape Maintenance and Lighting District No. 1.

NEW BUSINESS:

Conduct Public Hearing and adopt Resolution titled "*Confirming Diagram and Assessment, Annual Levy 2018-2019, Landscaping Maintenance and Lighting District No. 1*".

STAFF REPORTS:

The City will assess \$51,866.32 for collection in the tax year 2018-2019.

The Resolution and Engineer's Report will need to be recorded with the Fresno County Recorder's Office by July 30, 2018. A check or cash must accompany the Engineer's Report and Resolution for filing costs. The Engineer's officer will provide the cost of filing before the deadline. A copy of this resolution with the recorder's number (sticker form) placed in the right hand corner, can be walked over to the Auditor-Controller's Office and handed to them. This will give them permission to attached all the assessments to the tax bills.

Prepared BY:

Philip Romero
Philip Romero, City Engineer
Yamabe & Horn Engineering, Inc.

Approved By:

Samuel A. Escobar
City Manager

WHEN RECORDED MAIL TO:

NAME: City of Parlier
ADDRESS: 1100 E. Parlier Avenue
CITY: Parlier
STATE: California
ZIP: 93648-2433

RESOLUTION NO. 2018-__

**A RESOLUTION OF THE CITY COUNCIL
OF THE
CITY OF PARLIER, CALIFORNIA**

**CONFIRMING DIAGRAM AND ASSESSMENT
ANNUAL LEVY - 2018-2019
LANDSCAPE MAINTENANCE AND LIGHTING DISTRICT NO. 1**

WHEREAS, on March 12, 1985, pursuant to Part 2 of Division 15 of the Streets and Highways Code, the Landscaping and Lighting Act of 1972, the City Council of the City of Parlier did adopt its Resolution Initiating Proceedings for formation of the Landscape Maintenance and Lighting District No. 1 of the City of Parlier (herein "LMLD No. 1"); and

WHEREAS, the Council did thereafter declare its intention to form and did form the said LMLD No. 1 and did levy and collect the first assessment and subsequent annual assessments for the maintenance and operation of the landscaping facilities in said LMLD No. 1; and did further direct the City Engineer to prepare and file a report; and

WHEREAS, said report has been prepared and filed with the City Clerk and is entitled the "Engineer's Report for City of Parlier Landscape Maintenance and Lighting District No. 1, 2018-2019 Tax Year", a copy of which is attached hereto; and

WHEREAS, all of the property owners within the territory of LMLD No. 1 have consented to the formation of the said District and to the levy of assessments.

NOW, THEREFORE, IT IS RESOLVED AND ORDERED, as follows:

1. The Council hereby determines that the territory within the LMLD No. 1, whose boundaries are set forth in the Engineer's Report of the City of Parlier LMLD No. 1 dated, June 2018, and on file with the City Clerk will be the territory benefited by the maintenance and servicing of the improvements described in said Engineer's Report.

2. The Public Hearing was conducted this day on said annual levy of assessment in accordance with the law.

3. The Engineer's Report, the diagram for the assessment district, and the assessment of the estimated costs of the improvements contained therein and each and every part of said Report is adopted, confirmed, and approved; the assessment of the total amount of the costs and the individual assessments thereof upon the several subdivisions of land in said LMLD No. 1 in proportion to the benefits to be received by said subdivisions, respectively, from said improvements, and of the expenses incidental thereto, be and the same hereby is finally approved and confirmed as the assessment to pay the costs.

4. The Council hereby orders the levy of the assessments described in said Resolution of Intention and the Engineer's Report.

5. The assessment diagram showing the assessment district referred to in said Resolution of Intention and also the subdivisions of land within the District, as contained in said Engineer's Report, be and it is hereby, finally approved and confirmed as the diagram of the properties to be assessed to pay the costs of the improvements.

6. The City Clerk shall file the diagram and assessment, as confirmed, or a certified copy thereof, with the Auditor of the County of Fresno not later than July 30, 2018.

The foregoing resolution was regularly introduced and adopted by the City Council of the City of Parlier at a regular meeting held on the 21st of June, 2018, at the City Hall in the City of Parlier, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Alma M. Beltran, Mayor of the City of Parlier

ATTEST:

Bertha Augustine, Deputy City Clerk of the City of Parlier



STAFF REPORT

TO: PARLIER CITY COUNCIL

FROM: Jose Garza, Chief of Police

DATE: May 31, 2018

SUBJECT: Motorcycle Trade-In

RECOMMENDATION: Staff recommends Council to approve the trade in of one of the Police Department's motorcycles for two training motorcycles.

BACKGROUND: The Department currently has five motorcycles but no training motorcycles to send officers to Motor School. We found a local business who is willing to trade two of their 1100 Police Specials (1100P) for one of our 1300 Police Specials (1300P).

The 1100P are perfect training bikes for our officers because of the reduced horsepower, especially from stand still to cursing speed. The 1100P bikes have been recently serviced and are complete with crash bars. Whereas the 1300P has too much horsepower and no crash bars for protection.

TRADING IN: One 2005 Honda 1300 Police Special- retail value \$1945

RECEIVING IN TRADE: Two 2003 Honda 1100 Police Specials -retail value \$4160 each. Business: Safety Services Traffic Control 4714 W Gibson Ave, Fresno CA, 93722

BUDGET IMPACT: No impact to the general fund

Prepared By:

Jose V. Garza
Chief of Police

Approved By:

Sam Escobar
City Manager