



**A MEETING OF THE CITY COUNCIL OF THE
CITY OF PARLIER
“REGULAR MEETING”**

DATE: THURSDAY, June 07, 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:

PRESENTATIONS/INFORMATIONAL: None

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:

1. Approve the Check Reports dated April 27, 2018 through May 09, 2018.
2. Approve and accept the Minutes dated May 17, 2018 for the Special and Regular.
3. Council to consider the use and waiving of fees for the Veteran's Park Memorial Park for this year's Cal-Ripken's Annual Mush ball tournament to be held on June 23-24, 2018.
4. Council to consider adopting **Resolution 2018-22**, accepting the work for the Manning Avenue Westbound Lanes Reconstruction from Newmark Avenue to Zediker Avenue, Federal Project No. STPL-5252 (019) and authorize the City Engineer to record the Notice of Completion.
5. Council to consider approving the Final Acceptance of Work for Tract 5607, Phase I and adopt **Resolution 2018-23**, "Authorizing Final Acceptance and Notice of Completion" and authorize the City Engineer to record the Notice of Completion.
6. Council to consider adopting **Resolution 2018-24**, accepting the work for the ATP Pedestrian and Bike Path Improvements along the North side of Manning Avenue from Mendocino Avenue to 1285 East of Mendocino Avenue and Mendocino/Tuolumne Intersection Improvements, State Project No. ATPL-5252(023) and authorize the City Engineer to record the Notice of Completion.
7. Council to consider approving **Resolution 2018-25**, Authorizing the City Manager to sign Federal and State Funding Program Financial Agreements and Right-of-Way Certifications on behalf of the City of Parlier.
8. Council to consider approving **Resolution 2018-26**, approving the Agreement with The California Department of Education for the purpose of providing Child Care and Development services and authorizing the City Manager to sign contract documents for the Fiscal Year 2018-2019.

ADMINISTRATIVE REPORTS:

ADMINISTRATION DEPARTMENT:

9. **SUBJECT:** Sewer and Refuse Rate Hearing.

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 the City Council approve **Resolution No. 2018-27** Approving Revised Refuse and Sewer Rates Effective July 1, 2018 to Assign Appropriate Cost of Services Rates.

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

RECOMMENDATION: Staff recommends Council adopt **Resolution No. 2018-28** Approving a Replacement Municipal Solid Waste Franchise Agreement with Mid Valley Disposal, LLC to be effective July 1, 2018.

PLANNING DEPARTMENT:

11. SUBJECT: City Council to Consider Revision to Community Development Department Fees

RECOMMENDATION: Adjust agenda to move public hearing to June 21, 2018 regular meeting agenda.

BRIEF COMMENTS: COUNCIL COMMUNICATIONS/COMMENTS:

CITY MANAGER:

CITY ATTORNEY

CITY COUNCIL

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

#1
Check Report

By Check Number

Date Range: 05/10/2018 - 05/31/2018

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
PER01	CALPERS	05/22/2018	Bank Draft	0.00	13,456.76	DFT0000122
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
4/28/18-5/11/18	Invoice	05/18/2018	CONTRIBUTIONS 4/28-5/11	0.00	13,456.76	
100-22104	PERS PAYABLE		CONTRIBUTIONS 4/28-5/11		6,321.93	
100-5200-5010	PERS-PENSION		CONTRIBUTIONS 4/28-5/11		161.67	
100-5300-5010	PERS-PENSION		CONTRIBUTIONS 4/28-5/11		33.03	
100-5400-5010	PERS-PENSION		CONTRIBUTIONS 4/28-5/11		3,208.63	
100-5410-5010	PERS- PENSION		CONTRIBUTIONS 4/28-5/11		43.22	
100-5420-5010	CE PERS-PENSION		CONTRIBUTIONS 4/28-5/11		125.52	
100-5610-5010	PERS-PENSION		CONTRIBUTIONS 4/28-5/11		56.09	
100-5700-5010	PERS-PENSION		CONTRIBUTIONS 4/28-5/11		155.41	
160-5400-5010	PERS-PENSION		CONTRIBUTIONS 4/28-5/11		205.53	
203-5600-5010	PERS-PENSION		CONTRIBUTIONS 4/28-5/11		79.94	
206-5600-5010	PERS-PENSION		CONTRIBUTIONS 4/28-5/11		79.94	
213-5600-5010	PERS-PENSION		CONTRIBUTIONS 4/28-5/11		49.20	
269-6303-5010	PERS-PENSION		CONTRIBUTIONS 4/28-5/11		1,155.43	
400-5200-5010	PERS PENSION		CONTRIBUTIONS 4/28-5/11		224.91	
400-5300-5010	PERS PENSION		CONTRIBUTIONS 4/28-5/11		229.14	
400-5600-5010	PERS PENSION		CONTRIBUTIONS 4/28-5/11		348.69	
401-5200-5010	PERS PENSION		CONTRIBUTIONS 4/28-5/11		224.91	
401-5300-5010	PERS PENSION		CONTRIBUTIONS 4/28-5/11		229.14	
401-5600-5010	PERS PENSION		CONTRIBUTIONS 4/28-5/11		296.03	
402-5300-5010	PERS PENSION		CONTRIBUTIONS 4/28-5/11		109.06	
602-8100-5010	PERS-PENSION		CONTRIBUTIONS 4/28-5/11		55.08	
602-8100-5010	PERS-PENSION		CONTRIBUTIONS 4/28-5/11		64.26	
PER01	CALPERS	05/23/2018	Bank Draft	0.00	4,595.74	DFT0000123
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
15280988	Invoice	05/23/2018	UA LIABILITY PD 5-18	0.00	4,590.38	
100-5400-5010	PERS-PENSION		UA LIABILITY PD 5-18		4,131.35	
160-5400-5010	PERS-PENSION		UA LIABILITY PD 5-18		459.03	
15280996	Invoice	05/23/2018	UA LIABILITY PEPR 5-18	0.00	3.07	
100-5400-5010	PERS-PENSION		UA LIABILITY PEPR 5-18		3.07	
15281006	Invoice	05/23/2018	UA LIABILITY PEPR 5-18	0.00	2.29	
400-5600-5010	PERS PENSION		UA LIABILITY PEPR 5-18		2.29	
PER01	CALPERS	05/29/2018	Bank Draft	0.00	3,476.05	DFT0000124

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Date Range: 05/10/2018 - 05/31/2018

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>15280979</u>	Invoice	05/24/2018	UA LIABILITY MISC 5-18	0.00	3,276.05	
	<u>100-5200-5010</u>	PERS-PENSION	UA LIABILITY MISC 5-18		261.15	
	<u>100-5610-5010</u>	PERS-PENSION	UA LIABILITY MISC 5-18		65.89	
	<u>203-5600-5010</u>	PERS-PENSION	UA LIABILITY MISC 5-18		80.26	
	<u>206-5600-5010</u>	PERS-PENSION	UA LIABILITY MISC 5-18		80.26	
	<u>213-5600-5010</u>	PERS-PENSION	UA LIABILITY MISC 5-18		65.89	
	<u>269-6303-5010</u>	PERS-PENSION	UA LIABILITY MISC 5-18		512.56	
	<u>400-5200-5010</u>	PERS PENSION	UA LIABILITY MISC 5-18		322.23	
	<u>400-5300-5010</u>	PERS PENSION	UA LIABILITY MISC 5-18		281.23	
	<u>400-5600-5010</u>	PERS PENSION	UA LIABILITY MISC 5-18		284.69	
	<u>401-5200-5010</u>	PERS PENSION	UA LIABILITY MISC 5-18		322.23	
	<u>401-5300-5010</u>	PERS PENSION	UA LIABILITY MISC 5-18		281.23	
	<u>401-5600-5010</u>	PERS PENSION	UA LIABILITY MISC 5-18		177.69	
	<u>402-5300-5010</u>	PERS PENSION	UA LIABILITY MISC 5-18		140.62	
	<u>602-8100-5010</u>	PERS-PENSION	UA LIABILITY MISC 5-18		400.12	
<u>15300465</u>	Invoice	05/25/2018	NO REPORTING FOR HILDA	0.00	200.00	
	<u>100-5617-5010</u>	PERS-PENSION	NO REPORTING FOR HILDA		100.00	
	<u>100-5620-5010</u>	PERS-PENSION	NO REPORTING FOR HILDA		100.00	

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	6	3	0.00	21,528.55
EFT's	0	0	0.00	0.00
	6	3	0.00	21,528.55

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	6	3	0.00	21,528.55
EFT's	0	0	0.00	0.00
	6	3	0.00	21,528.55

Fund Summary

Fund	Name	Period	Amount
999	POOL FUND	5/2018	21,528.55
			21,528.55



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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
FRE2F	FRESNO COUNTY AUDITORS	05/16/2018	Regular	0.00	162.50	49076
REC1	RECIPIENT 1	05/16/2018	Regular	0.00	20,000.00	49077
ALT01	ALTA MONTCLAIR/EBSA	05/16/2018	Regular	0.00	100.00	49078
BAN01	BANKCARD CENTER	05/16/2018	Regular	0.00	2,841.91	49079
CIT25	CITY OF KERMAN	05/16/2018	Regular	0.00	250.00	49080
CLA05	CLARK PEST CONTROL	05/16/2018	Regular	0.00	190.00	49081
COM05	COMCAST	05/16/2018	Regular	0.00	543.59	49082
COO01	COOK'S COMMUNICATIONS	05/16/2018	Regular	0.00	106.90	49083
FRI01	DANIEL LESLIE FRIES	05/16/2018	Regular	0.00	1,111.00	49084
DAV04	DAVE'S TOWING	05/16/2018	Regular	0.00	585.00	49085
DIR01	DIRECTV	05/16/2018	Regular	0.00	60.99	49086
FRE28	FRESNO CITY COLLEGE	05/16/2018	Regular	0.00	292.00	49087
HDL02	HINDERLITER, DE LLAMAS & ASSOCIATES	05/16/2018	Regular	0.00	1,316.70	49088
KA100	KAISER FOUNDATION HEALTH	05/16/2018	Regular	0.00	5,638.08	49089
	Void	05/16/2018	Regular	0.00	0.00	49090
LOZ03	LOZANO SMITH, LLP	05/16/2018	Regular	0.00	21,615.18	49091
P.G01	PACIFIC GAS & ELECTRIC	05/16/2018	Regular	0.00	27,245.30	49092
PRO02	PROFORCE MARKETING, INC	05/16/2018	Regular	0.00	440.54	49093
RLB01	REEDLEY LUMBER & BUILDING	05/16/2018	Regular	0.00	85.68	49094
RSG01	RSG, INC.	05/16/2018	Regular	0.00	976.25	49095
STA19	STATE OF CALIFORNIA	05/16/2018	Regular	0.00	463.00	49096
SO 01	THE GAS CO.	05/16/2018	Regular	0.00	273.56	49097
THE05	THE OFFICE CITY	05/16/2018	Regular	0.00	127.52	49098
VOR01	VORTAL, INC.	05/16/2018	Regular	0.00	200.00	49099
GON07	WALLY GONZALES	05/16/2018	Regular	0.00	120.90	49100
WIL06	WILLDAN ENGINEERING	05/16/2018	Regular	0.00	660.00	49101
ZEE00	ZEE MEDICAL SERVICE CO.	05/16/2018	Regular	0.00	177.25	49102
ROD10	NOE M. RODRIGUEZ	05/17/2018	Regular	0.00	440.00	49103
ROD10	NOE M. RODRIGUEZ	05/17/2018	Regular	0.00	-440.00	49103
ESC03	SAMUEL A. ESCOBAR	05/17/2018	Regular	0.00	440.00	49104
ADP00	ADP, INC.	05/22/2018	Regular	0.00	1,098.08	49105
	Void	05/22/2018	Regular	0.00	0.00	49106
AT&09	AT&T	05/22/2018	Regular	0.00	485.42	49107
AUT01	AUTO ZONE	05/22/2018	Regular	0.00	77.98	49108
BET05	BETHANEY LAWREN CUEVAS	05/22/2018	Regular	0.00	150.00	49109
BIG01	BIG VAL'S AUTO PARTS, INC	05/22/2018	Regular	0.00	263.58	49110
BLU01	BLUE SHIELD OF CALIFORNIA	05/22/2018	Regular	0.00	23,198.34	49111
	Void	05/22/2018	Regular	0.00	0.00	49112
BOB02	BOB BARKER COMPANY INC.	05/22/2018	Regular	0.00	142.30	49113
CLA05	CLARK PEST CONTROL	05/22/2018	Regular	0.00	100.00	49114
CRE04	CREATIVE SERVICES OF NEW ENGLAND	05/22/2018	Regular	0.00	226.95	49115
DAV03	DAVID TAUSSIG & ASSOCIATES, INC.	05/22/2018	Regular	0.00	849.75	49116
HER13	ECN POLYGRAPH & INVEST.	05/22/2018	Regular	0.00	600.00	49117
EWI01	EWING IRRIGATION PRODUCTS	05/22/2018	Regular	0.00	1,195.70	49118
HOM01	HOME DEPOT CREDIT SERVICE	05/22/2018	Regular	0.00	1,124.09	49119
HUM01	HUMANA INSURANCE CO.	05/22/2018	Regular	0.00	4,475.98	49120
	Void	05/22/2018	Regular	0.00	0.00	49121
JEN04	JENSEN AND PILEGARD #5	05/22/2018	Regular	0.00	502.11	49122
LOZ03	LOZANO SMITH, LLP	05/22/2018	Regular	0.00	6,720.90	49123
MEN18	MENDOCINO AUTO SALES & RE	05/22/2018	Regular	0.00	89.25	49124
MET02	METLIFE - GROUP BENEFITS	05/22/2018	Regular	0.00	353.70	49125
	Void	05/22/2018	Regular	0.00	0.00	49126
MET01	METRO UNIFORM & ACCESSORI	05/22/2018	Regular	0.00	103.66	49127
P.G01	PACIFIC GAS & ELECTRIC	05/22/2018	Regular	0.00	8,882.81	49128

Check Report

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
PRO02	PROFORCE MARKETING, INC	05/22/2018	Regular	0.00	374.45	49129
R-N00	R-N MARKET	05/22/2018	Regular	0.00	12.94	49130
SHR00	SHRED-IT USA - FRESNO	05/22/2018	Regular	0.00	83.59	49131
SUN06	SUNBELT RENTALS, INC.	05/22/2018	Regular	0.00	887.19	49132
THE05	THE OFFICE CITY	05/22/2018	Regular	0.00	10.62	49133
LAW01	TIM J. LAW	05/22/2018	Regular	0.00	600.00	49134
UNI05	UNITY IT	05/22/2018	Regular	0.00	2,930.72	49135
UN 01	unWIRED BROADBAND, INC.	05/22/2018	Regular	0.00	40.16	49136
USM01	U-SAVE MARKET	05/22/2018	Regular	0.00	1,103.76	49137
VER08	VERIZON WIRELESS	05/22/2018	Regular	0.00	1,241.64	49138
A-C00	A-C ELECTRIC COMPANY	05/23/2018	Regular	0.00	2,828.96	49139
AT&09	AT&T	05/23/2018	Regular	0.00	86.17	49140
BES19	BEST TOURS & TRAVEL INC.	05/23/2018	Regular	0.00	1,650.00	49141
BRE14	BRENNTAG PACIFIC, INC.	05/23/2018	Regular	0.00	563.04	49142
CAL1Y	CALIFORNIA WATER SERVICES INC.	05/23/2018	Regular	0.00	21,164.89	49143
CEN02	CENTRAL VALLEY LOCK & SAFE INC.	05/23/2018	Regular	0.00	1,340.25	49144
CIT22	CITY OF PARLIER	05/23/2018	Regular	0.00	8,583.33	49145
COM05	COMCAST	05/23/2018	Regular	0.00	256.54	49146
FRE00	FRESNO OXYGEN	05/23/2018	Regular	0.00	12.63	49147
GLA04	GLACIER REFRIGERATION & AIR, INC.	05/23/2018	Regular	0.00	720.74	49148
RED01	REDCO	05/23/2018	Regular	0.00	154.78	49149
RHO01	RHODES INC.	05/23/2018	Regular	0.00	346.67	49150
ESC03	SAMUEL A. ESCOBAR	05/23/2018	Regular	0.00	150.00	49151
STA1U	STAR 1 MINI MART	05/23/2018	Regular	0.00	898.49	49152
SFF01	SWANSON-FAHRNEY FORD	05/23/2018	Regular	0.00	1,761.61	49153
SYS00	SYSO OF CENTRAL CALIFORNIA	05/23/2018	Regular	0.00	2,419.02	49154
T&J00	T & J ARCO STATION	05/23/2018	Regular	0.00	1,053.00	49155
USM01	U-SAVE MARKET	05/23/2018	Regular	0.00	329.77	49156
VUL00	VULCAN MATERIALS CO.	05/23/2018	Regular	0.00	128.92	49157
YAM01	YAMABE & HORN ENGINEERING INC.	05/23/2018	Regular	0.00	39,606.50	49158
	Void	05/23/2018	Regular	0.00	0.00	49159
ALE01	ALERT-O-LITE, INC.	05/29/2018	Regular	0.00	242.66	49160
ALT01	ALTA MONTCLAIR/EBSA	05/29/2018	Regular	0.00	100.00	49161
AT&09	AT&T	05/29/2018	Regular	0.00	19.15	49162
BAR06	BARCELLOS, DANNY	05/29/2018	Regular	0.00	900.91	49163
CDC01	CDCE INC.	05/29/2018	Regular	0.00	17,468.46	49164
CEN02	CENTRAL VALLEY LOCK & SAFE INC.	05/29/2018	Regular	0.00	124.20	49165
CEN09	CHANG VANG	05/29/2018	Regular	0.00	11,600.00	49166
CLA05	CLARK PEST CONTROL	05/29/2018	Regular	0.00	100.00	49167
DEP04	DEPARTMENT OF ALCOHOLIC BEVERAGE CONT	05/29/2018	Regular	0.00	650.00	49168
REE01	EDDIE C. REED	05/29/2018	Regular	0.00	550.00	49169
EFI00	ENFINITY CENTRAL	05/29/2018	Regular	0.00	14,608.56	49170
EWI01	EWING IRRIGATION PRODUCTS	05/29/2018	Regular	0.00	189.28	49171
GRA04	GRAINGER, INC.	05/29/2018	Regular	0.00	140.03	49172
MIK01	MIKE DOZIER	05/29/2018	Regular	0.00	2,000.00	49173
HER09	OMAR L HERNANDEZ	05/29/2018	Regular	0.00	900.91	49174
PAR1U	PARLIER UNIFIED	05/29/2018	Regular	0.00	5,708.13	49175
PIO01	PIONEER EQUIPMENT CO.	05/29/2018	Regular	0.00	110.21	49176
SAN1H	SANGER NURSERY	05/29/2018	Regular	0.00	213.98	49177
SIG04	SIGNMAX	05/29/2018	Regular	0.00	635.67	49178
SIM04	SIMPLOT GROWER SOLUTIONS	05/29/2018	Regular	0.00	2,815.45	49179
SIR00	SIRCHIE FINGER PRINT LAB.	05/29/2018	Regular	0.00	91.86	49180
SOC00	SOCIAL VOCATIONAL SERVICES	05/29/2018	Regular	0.00	2,900.00	49181
STA1B	STANDARD INSURANCE CO.	05/29/2018	Regular	0.00	1,786.88	49182
	Void	05/29/2018	Regular	0.00	0.00	49183
STA19	STATE OF CALIFORNIA	05/29/2018	Regular	0.00	245.00	49184
THE05	THE OFFICE CITY	05/29/2018	Regular	0.00	51.96	49185
UNI05	UNITY IT	05/29/2018	Regular	0.00	1,547.26	49186
AT&02	A T & T MOBILITY	05/30/2018	Regular	0.00	340.00	49187
BAR06	BARCELLOS, DANNY	05/30/2018	Regular	0.00	80.00	49188
CAL1C	CAL POLICE CHIEF'S ASSOC	05/30/2018	Regular	0.00	348.00	49189

Check Report

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
CAN05	CANON FINANCIAL SERVICES, INC.	05/30/2018	Regular	0.00	149.24	49190
COO01	COOK'S COMMUNICATIONS	05/30/2018	Regular	0.00	-126,542.28	49191
COO01	COOK'S COMMUNICATIONS	05/30/2018	Regular	0.00	126,542.28	49191
DEL00	DE LAGE LANDEN FINANCIAL	05/30/2018	Regular	0.00	5,216.80	49192
GRA01	GRANTED SOLUTIONS	05/30/2018	Regular	0.00	3,000.00	49193
LED00	JOANNE L. BEJINEZ	05/30/2018	Regular	0.00	96.02	49194
NEW02	NEW YORK LIFE INSURANCE	05/30/2018	Regular	0.00	497.80	49195
NOR01	NORTHSTAR COMMUNICATIONS	05/30/2018	Regular	0.00	394.87	49196
P.G01	PACIFIC GAS & ELECTRIC	05/30/2018	Regular	0.00	337.66	49197
QUI02	QUILL CORPORATION	05/30/2018	Regular	0.00	801.88	49198
SEL01	SELECT BUSINESS SYSTEMS INC.	05/30/2018	Regular	0.00	642.64	49199
SOL03	SOLIS, ROSALIA	05/30/2018	Regular	0.00	96.60	49200
SPA00	SPARKLETTES	05/30/2018	Regular	0.00	100.97	49201
FRE07	THE FRESNO BEE	05/30/2018	Regular	0.00	741.00	49202
LAW01	TIM J. LAW	05/30/2018	Regular	0.00	900.00	49203
U.S02	U.S. POST OFFICE	05/30/2018	Regular	0.00	1,452.30	49204
GON07	WALLY GONZALES	05/30/2018	Regular	0.00	129.46	49205
CAR03	CARDENAS, DEMETRIA B.	05/30/2018	Regular	0.00	187.80	49206
COO01	COOK'S COMMUNICATIONS	05/30/2018	Regular	0.00	126,542.28	49207
SYS00	SYSCO OF CENTRAL CALIFORNIA	05/30/2018	Regular	0.00	649.13	49208
USM01	U-SAVE MARKET	05/30/2018	Regular	0.00	466.45	49209

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	231	127	0.00	563,858.57
Manual Checks	0	0	0.00	0.00
Voided Checks	0	9	0.00	-126,982.28
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	231	136	0.00	436,876.29

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	231	127	0.00	563,858.57
Manual Checks	0	0	0.00	0.00
Voided Checks	0	9	0.00	-126,982.28
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	231	136	0.00	436,876.29

Fund Summary

Fund	Name	Period	Amount
999	POOL FUND	5/2018	436,876.29
			436,876.29



CITY OF PARLIER

Check Report

By Check Number

Date Range: 05/10/2018 - 05/31/2018

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
FRE2F	FRESNO COUNTY AUDITORS	05/16/2018	Regular	0.00	162.50	49076
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>2/17</u>	Invoice	04/04/2017	PARKING ADMIN. FEES 2-17	0.00	162.50	
	<u>100-5400-6542</u>		CONTRACT SERVICES		162.50	
REC1	RECIPIENT 1	05/16/2018	Regular	0.00	20,000.00	49077
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>3-19-18</u>	Invoice	05/16/2018	MUTUAL SETTLEMENT	0.00	20,000.00	
	<u>100-5200-6540</u>		MISCELLANEOUS EXPENS		20,000.00	
ALT01	ALTA MONTCLAIR/EBSA	05/16/2018	Regular	0.00	100.00	49078
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>4/14-4/27/18</u>	Invoice	05/16/2018	457 DEFERRED COMP PE 4/27	0.00	100.00	
	<u>100-22210</u>		457 DEFERRED COMPENS		100.00	
BAN01	BANKCARD CENTER	05/16/2018	Regular	0.00	2,841.91	49079
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>0062-3854-4-18</u>	Invoice	05/16/2018	PW CREDIT CARD EXPENSES	0.00	2,218.05	
	<u>100-5610-6002</u>		PARTS & SUPPLIES		424.22	
	<u>100-5610-6002</u>		PARTS & SUPPLIES		669.29	
	<u>100-5610-6002</u>		PARTS & SUPPLIES		54.02	
	<u>400-5600-6002</u>		PARTS & SUPPLIES		21.43	
	<u>400-5600-6002</u>		PARTS & SUPPLIES		280.26	
	<u>401-5600-6002</u>		PARTS SUPPLIES		54.53	
	<u>401-5600-6503</u>		TRAVEL, MEETINGS & TR		714.30	
<u>0106-5584-4-18</u>	Invoice	05/15/2018	PD MISC. PURCHASES	0.00	623.86	
	<u>100-5400-6002</u>		PARTS SUPPLIES		623.86	
CIT25	CITY OF KERMAN	05/16/2018	Regular	0.00	250.00	49080
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>MAY 25TH & 28T</u>	Invoice	05/16/2018	TASER TRAINING	0.00	250.00	
	<u>100-5400-6503</u>		TRAVEL, MEETINGS & TR		250.00	
CLA05	CLARK PEST CONTROL	05/16/2018	Regular	0.00	190.00	49081
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>12479-5-18</u>	Invoice	05/16/2018	COMM CTR SVCS 5-18	0.00	65.00	
	<u>100-5617-6520</u>		PROFESSIONAL SERVICES/		65.00	
<u>28803-5-18</u>	Invoice	05/16/2018	SR CTR SVCS 5-18	0.00	60.00	
	<u>100-5617-6520</u>		PROFESSIONAL SERVICES/		60.00	
<u>99530-5-18</u>	Invoice	05/16/2018	CITY HALL SVCS 5-18	0.00	65.00	
	<u>100-5200-6520</u>		PROFESSIONAL SERVICES/		21.66	
	<u>100-5700-6520</u>		PROFESSIONAL SERVICES/		21.67	
	<u>400-5300-6520</u>		PROFESSIONAL SERVICES/		21.67	
COM05	COMCAST	05/16/2018	Regular	0.00	543.59	49082

Check Report

Date Range: 05/10/2018 - 05/31/2018

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>5/3/18-1665</u>	Invoice	05/16/2018	PD PHONES 5-18	0.00	437.55	
	<u>100-5400-6510</u>		TELEPHONE/DATA/PAGER		437.55	
<u>5/5/18-7212</u>	Invoice	05/16/2018	VETERAN'S PARK SVCS 5-18	0.00	106.04	
	<u>100-5610-6520</u>		PROFESSIONAL SERVICES/		106.04	
			VETERAN'S PARK SVCS 5-18			
COO01	COOK'S COMMUNICATIONS	05/16/2018	Regular	0.00	106.90	49083
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>136912</u>	Invoice	05/16/2018	RADIO REPAIRS	0.00	106.90	
	<u>100-5400-6510</u>		TELEPHONE/DATA/PAGER		106.90	
			RADIO REPAIRS			
FRI01	DANIEL LESLIE FRIES	05/16/2018	Regular	0.00	1,111.00	49084
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>4-18</u>	Invoice	05/11/2018	PROPERTY ROOM PROJECT	0.00	1,111.00	
	<u>100-5400-6520</u>		PROFESSIONAL SERVICES/		1,111.00	
			PROPERTY ROOM PROJECT			
DAV04	DAVE'S TOWING	05/16/2018	Regular	0.00	585.00	49085
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1149</u>	Invoice	05/16/2018	TOWED PD CAR	0.00	585.00	
	<u>100-5400-6532</u>		VEHICLE MAINTENANCE		585.00	
			TOWED PD CAR			
DIR01	DIRECTV	05/16/2018	Regular	0.00	60.99	49086
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>34175491145</u>	Invoice	05/16/2018	SR. CTR SVCS 5-18	0.00	60.99	
	<u>100-5615-6520</u>		PROFESSIONAL SERVICES/		60.99	
			SR. CTR SVCS 5-18			
FRE28	FRESNO CITY COLLEGE	05/16/2018	Regular	0.00	292.00	49087
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>13582369-72</u>	Invoice	05/16/2018	PD TRAINING	0.00	292.00	
	<u>100-5400-6503</u>		TRAVEL, MEETINGS & TR		292.00	
			PD TRAINING			
HDL02	HINDERLITER, DE LLAMAS & ASSOCIATES	05/16/2018	Regular	0.00	1,316.70	49088
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>0029074-IN</u>	Invoice	05/16/2018	SALES TAX 2ND QTR 2018	0.00	1,316.70	
	<u>100-5300-6542</u>		CONTRACT SERVICES		1,316.70	
			SALES TAX 2ND QTR 2018			
KAI00	KAISER FOUNDATION HEALTH	05/16/2018	Regular	0.00	5,638.08	49089

Check Report

Date Range: 05/10/2018 - 05/31/2018

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		
644006-5-18	Invoice	05/16/2018	HEALTH INSURANCE 5-18	0.00	5,638.08	
	<u>100-22197</u>		EMPLOYEE MEDICAL INS.		2,441.48	
	<u>100-22197</u>		EMPLOYEE MEDICAL INS.		-675.21	
	<u>100-5300-5011</u>		INSURANCE-MED,DEN,VIS		99.74	
	<u>100-5400-5011</u>		INSURANCE-MED,DEN,VIS		1,322.54	
	<u>100-5400-5011</u>		INSURANCE-MED,DEN,VIS		-4,510.65	
	<u>100-5410-5011</u>		INSURANCE-MED, DEN, V		332.42	
	<u>100-5610-5011</u>		INSURANCE-MED,DEN,VIS		57.34	
	<u>203-5600-5011</u>		INSURANCE-MED,DEN,VIS		345.38	
	<u>206-5600-5011</u>		INSURANCE-MED,DEN,VIS		345.38	
	<u>269-6303-5011</u>		INSURANCE-MED,DEN,VIS		1,379.41	
	<u>400-5300-5011</u>		INSURANCE- MED, DEN. V		721.20	
	<u>400-5600-5011</u>		INSURANCE- MED, DEN, V		1,518.50	
	<u>401-5300-5011</u>		INSURANCE-MED,DEN,VIS		721.20	
	<u>401-5600-5011</u>		INSURANCE-MED,DEN,VIS		1,216.13	
	<u>402-5300-5011</u>		INSURANCE-MED, DEN,VI		273.36	
	<u>602-8100-5011</u>		INSURANCE-MED,DEN,VIS		49.86	
***Void**						
LOZ03	LOZANO SMITH, LLP	05/16/2018	Regular	0.00	0.00	49090
		05/16/2018	Regular	0.00	21,615.18	49091
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>2052021</u>	Invoice	05/16/2018	GENERAL LEGAL SVCS 4-18	0.00	888.81	
	<u>100-5200-6521</u>		ATTORNEY SERVICES		888.81	
<u>2052022</u>	Invoice	05/16/2018	LEGAL RETAINER 4-18	0.00	632.70	
	<u>100-5200-6521</u>		ATTORNEY SERVICES		632.70	
<u>2052023</u>	Invoice	05/16/2018	PLANNING & ZONING 4-18	0.00	192.50	
	<u>100-5700-6521</u>		ATTORNEY SERVICES		192.50	
<u>2052024</u>	Invoice	05/16/2018	PD LEGAL SERVICES 4-18	0.00	5,126.71	
	<u>100-5400-6521</u>		ATTORNEY SERVICES		5,126.71	
<u>2052025</u>	Invoice	05/16/2018	PW LEGAL SERVICES 4-18	0.00	41.94	
	<u>400-5600-6521</u>		ATTORNEY FEES		20.97	
	<u>401-5600-6521</u>		ATTORNEY FEES		20.97	
<u>2052026</u>	Invoice	05/16/2018	SUCCESSOR AGENCY 4-18	0.00	52.50	
	<u>602-8100-6521</u>		ATTORNEY SERVICES		52.50	
<u>2052027</u>	Invoice	05/16/2018	CODE ENFORCEMENT 4-18	0.00	2,077.22	
	<u>100-5420-6521</u>		CE ATTORNEY SERVICES		2,077.22	
<u>2052028</u>	Invoice	05/16/2018	GENERAL LITIGATION 4-18	0.00	3,606.70	
	<u>100-5200-6521</u>		ATTORNEY SERVICES		3,606.70	
<u>2052029</u>	Invoice	05/16/2018	PITCHES MOTION 4-18	0.00	185.00	
	<u>100-5400-6521</u>		ATTORNEY SERVICES		185.00	
<u>2052030</u>	Invoice	05/16/2018	TCP LITIGATION 4-18	0.00	185.00	
	<u>400-5600-6521</u>		ATTORNEY FEES		185.00	
<u>2052033</u>	Invoice	05/16/2018	PERSONNEL MATTERS 4-18	0.00	105.00	
	<u>100-5200-6521</u>		ATTORNEY SERVICES		105.00	
<u>2052034</u>	Invoice	05/16/2018	PD A JIMENEZ 4-18	0.00	6,736.10	
	<u>100-5400-6521</u>		ATTORNEY SERVICES		6,736.10	
<u>2052036</u>	Invoice	05/16/2018	JIMENEZ V. CITY OF PARLIER	0.00	1,785.00	
	<u>100-5400-6521</u>		ATTORNEY SERVICES		1,785.00	
P.G01	PACIFIC GAS & ELECTRIC	05/16/2018	Regular	0.00	27,245.30	49092

Check Report

Date Range: 05/10/2018 - 05/31/2018

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		
5/25/18-7560	Invoice	05/16/2018	UTILITIES SVCS 4-18	0.00	27,245.30	
	100-5200-6512		ELECTRICITY		1,405.69	
	100-5400-6512		ELECTRICITY		526.36	
	100-5610-6512		ELECTRICITY		1,397.52	
	100-5615-6512		ELECTRICITY		318.16	
	100-5620-6512		ELECTRICITY		71.90	
	213-5600-6512		ELECTRICITY		531.59	
	269-6303-6512		ELECTRICITY		924.12	
	400-5300-6512		ELECTRICITY		1,493.80	
	400-5600-6512		ELECTRICITY		10,465.71	
	401-5300-6512		ELECTRICITY		746.90	
	401-5600-6512		ELECTRICITY		9,363.55	
PRO02	PROFORCE MARKETING, INC	05/16/2018	Regular	0.00	440.54	49093
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
345417	Invoice	05/16/2018	FIREARM MAGAZINES	0.00	440.54	
	100-5400-6005		SAFETY EQUIPMENT		440.54	
RLB01	REEDLEY LUMBER & BUILDING	05/16/2018	Regular	0.00	85.68	49094
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
168098	Invoice	05/16/2018	PD REPAIR	0.00	85.68	
	100-5400-6002		PARTS SUPPLIES		85.68	
RSG01	RSG, INC.	05/16/2018	Regular	0.00	976.25	49095
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1003545	Invoice	05/16/2018	SA ADMIN SVCS 4-18	0.00	931.25	
	602-8100-6542		CONTRACT SERVICES		931.25	
1003546	Invoice	05/16/2018	PMP SERVICES 4-18	0.00	45.00	
	602-8100-6542		CONTRACT SERVICES		45.00	
STA19	STATE OF CALIFORNIA	05/16/2018	Regular	0.00	463.00	49096
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
299077	Invoice	05/11/2018	FINGERPRINTING	0.00	463.00	
	100-5400-6544		LAB ANALYSIS & TESTING		431.00	
	100-5600-6520		PROFESSIONAL SERVICES/		32.00	
SO 01	THE GAS CO.	05/16/2018	Regular	0.00	273.56	49097
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
4-18	Invoice	05/16/2018	UTILITY SVCS 4-18	0.00	273.56	
	100-5400-6513		GAS		41.84	
	100-5615-6513		GAS		33.39	
	100-5617-6513		GAS		95.25	
	100-5620-6513		GAS		22.65	
	100-5620-6513		GAS		15.94	
	100-5620-6513		GAS		16.80	
	269-6303-6513		GAS		47.69	
THE05	THE OFFICE CITY	05/16/2018	Regular	0.00	127.52	49098
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
IN-1500925	Invoice	05/11/2018	PD HANGING FOLDERS	0.00	32.57	
	100-5420-6000		CE OFFICE SUPPLIES		32.57	
IN-1502859	Invoice	05/11/2018	PD DESK ORGANIZER	0.00	73.40	

Check Report

Date Range: 05/10/2018 - 05/31/2018

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>100-5400-6000</u>	OFFICE SUPPLIES	DESK ORGANIZER		73.40	
<u>IN-1503197</u>	Invoice	05/16/2018	PD BINDERS	0.00	21.55	
	<u>100-5400-6000</u>	OFFICE SUPPLIES	PD BINDERS		21.55	
VOR01	VORTAL, INC.	05/16/2018	Regular	0.00	200.00	49099
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>1324</u>	Invoice	05/16/2018	WEB HOSTING	0.00	200.00	
	<u>100-5200-6520</u>		PROFESSIONAL SERVICES/		50.00	
	<u>100-5700-6520</u>		PROFESSIONAL SERVICES/		50.00	
	<u>400-5300-6520</u>		PROFESSIONAL SERVICES/		50.00	
	<u>400-5600-6520</u>		PROFESSIONAL SERVICES/		50.00	
GON07	WALLY GONZALES	05/16/2018	Regular	0.00	120.90	49100
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>4/30/18-5/3/18</u>	Invoice	05/16/2018	MILEAGE REIMBURSEMENT	0.00	61.52	
	<u>100-5700-6011</u>		FUEL		61.52	
<u>5/7/18-5/10/18</u>	Invoice	05/16/2018	MILEAGE REIMBURSEMENT	0.00	59.38	
	<u>100-5700-6011</u>		FUEL		59.38	
WILO6	WILLDAN ENGINEERING	05/16/2018	Regular	0.00	660.00	49101
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>00326500</u>	Invoice	05/16/2018	PLAN CHECK 4-18	0.00	660.00	
	<u>100-5200-6520</u>		PROFESSIONAL SERVICES/		660.00	
ZEE00	ZEE MEDICAL SERVICE CO.	05/16/2018	Regular	0.00	177.25	49102
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>66620967</u>	Invoice	05/16/2018	JAIL SUPPLIES	0.00	177.25	
	<u>100-5400-6002</u>		PARTS SUPPLIES		177.25	
ROD10	NOE M. RODRIGUEZ	05/17/2018	Regular	0.00	440.00	49103
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>MAY 19-22, 2018</u>	Invoice	05/17/2018	INT. RECON 2018	0.00	440.00	
	<u>100-5100-6503</u>		TRAVEL, MEETINGS & TR		440.00	
ROD10	NOE M. RODRIGUEZ	05/17/2018	Regular	0.00	-440.00	49103
ESC03	SAMUEL A. ESCOBAR	05/17/2018	Regular	0.00	440.00	49104
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>MAY 19-22, 2018</u>	Invoice	05/17/2018	INT. RECON 2018	0.00	440.00	
	<u>100-5200-6503</u>		TRAVEL, MEETINGS & TR		440.00	
ADPO0	ADP, INC.	05/22/2018	Regular	0.00	1,098.08	49105

Check Report

Date Range: 05/10/2018 - 05/31/2018

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		
514674442	Invoice	05/22/2018	PAYROLL PROCESS & TA	0.00	1,098.08	
	100-5100-6520	PROFESSIONAL SERVICES/	PAYROLL PROCESS & TA		101.36	
	100-5200-6520	PROFESSIONAL SERVICES/	PAYROLL PROCESS & TA		16.89	
	100-5300-6520	PROFESSIONAL SERVICES/	PAYROLL PROCESS & TA		16.89	
	100-5400-6520	PROFESSIONAL SERVICES/	PAYROLL PROCESS & TA		287.19	
	100-5410-6520	PROFESSIONAL SERVICES/	PAYROLL PROCESS & TA		16.89	
	100-5610-6520	PROFESSIONAL SERVICES/	PAYROLL PROCESS & TA		16.89	
	100-5617-6520	PROFESSIONAL SERVICES/	PAYROLL PROCESS & TA		50.68	
	100-5620-6520	PROFESSIONAL SERVICES/	PAYROLL PROCESS & TA		50.68	
	100-5700-6520	PROFESSIONAL SERVICES/	PAYROLL PROCESS & TA		33.79	
	203-5600-6520	PROFESSIONAL SERVICES/	PAYROLL PROCESS & TA		16.89	
	206-5600-6520	PROFESSIONAL SERVICES/	PAYROLL PROCESS & TA		16.89	
	213-5600-6520	PROFESSIONAL SERVICES/	PAYROLL PROCESS & TA		16.89	
	269-6303-6520	PROFESSIONAL SERVICES/	PAYROLL PROCESS & TA		253.41	
	400-5300-6520	PROFESSIONAL SERVICES/	PAYROLL PROCESS & TA		33.79	
	400-5600-6520	PROFESSIONAL SERVICES/	PAYROLL PROCESS & TA		33.79	
	401-5300-6520	PROFESSIONAL SERVICES/	PAYROLL PROCESS & TA		33.79	
	401-5600-6520	PROFESSIONAL SERVICES	PAYROLL PROCESS & TA		33.79	
	402-5300-6520	PROFESSIONAL SERVICES	PAYROLL PROCESS & TA		33.79	
	602-8100-6520	PROFESSIONAL SERVICES/	PAYROLL PROCESS & TA		33.79	
AT&O9	**Void**	05/22/2018	Regular	0.00	0.00	49106
	AT&T	05/22/2018	Regular	0.00	485.42	49107
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
000011350265	Invoice	05/22/2018	PHONE SVCS 4/13-5/12	0.00	402.20	
	100-5400-6510	TELEPHONE/DATA/PAGER	PHONE SVCS 4/13-5/12		280.40	
	400-5300-6510	TELEPHONE/DATA & PAG	PHONE SVCS 4/13-5/12		20.27	
	400-5600-6510	TELEPHONE/DATA/PAGER	PHONE SVCS 4/13-5/12		20.27	
	401-5600-6510	TELEPHONE/DATA/PAGER	PHONE SVCS 4/13-5/12		81.26	
000011350612	Invoice	05/22/2018	SR CTR SVCS 4/13-5/12	0.00	83.22	
	100-5615-6510	TELEPHONE/DATA/PAGER	SR CTR SVCS 4/13-5/12		83.22	
AUTO1	AUTO ZONE	05/22/2018	Regular	0.00	77.98	49108
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
3758605314	Invoice	05/22/2018	BATTERY REMOTES	0.00	6.47	
	100-5400-6002	PARTS SUPPLIES	BATTERY REMOTES		6.47	
3758608825	Invoice	05/22/2018	FUEL CAPS	0.00	66.12	
	100-5400-6002	PARTS SUPPLIES	FUEL CAPS		66.12	
3758608833	Invoice	05/22/2018	FUEL CAPS	0.00	15.75	
	100-5400-6002	PARTS SUPPLIES	FUEL CAPS		15.75	
3758608834	Credit Memo	05/22/2018	FUEL CAPS	0.00	-15.75	
	100-5400-6002	PARTS SUPPLIES	FUEL CAPS		-15.75	
3758623261	Invoice	05/22/2018	WIPER BLADES	0.00	5.39	
	100-5400-6002	PARTS SUPPLIES	WIPER BLADES		5.39	
BET05	BETHANEY LAWREN CUEVAS	05/22/2018	Regular	0.00	150.00	49109
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2/13/18	Invoice	05/18/2018	J. PIERRO BLOOD DRAW	0.00	50.00	
	100-5400-6520	PROFESSIONAL SERVICES/	J. PIERRO BLOOD DRAW		50.00	
4/30/18	Invoice	05/18/2018	D. BARCELLOS BLOOD DRAW	0.00	50.00	
	100-5400-6520	PROFESSIONAL SERVICES/	D. BARCELLOS BLOOD DRAW		50.00	
5/12/18	Invoice	05/18/2018	J. PIERRO BLOOD DRAW	0.00	50.00	

Check Report

Date Range: 05/10/2018 - 05/31/2018

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>100-5400-6520</u>	PROFESSIONAL SERVICES/	J. PIERRO BLOOD DRAW		50.00	
BIG01	BIG VAL'S AUTO PARTS, INC	05/22/2018	Regular	0.00	263.58	49110
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>750168</u>	Invoice	05/18/2018	UNIT #520 MAINTENANCE	0.00	263.58	
	<u>400-5600-6532</u>	VEHICLE MAINTENANCE	UNIT #520 MAINTENANCE		263.58	
BLU01	BLUE SHIELD OF CALIFORNIA	05/22/2018	Regular	0.00	23,198.34	49111
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>181340220548</u>	Invoice	05/22/2018	HEALTH INSURANCE 6-18	0.00	23,198.34	
	<u>100-22197</u>	EMPLOYEE MEDICAL INS.	EMPLOYEES' PORTION		3,183.03	
	<u>100-5200-5011</u>	INSURANCE-MED,DEN,VIS	HEALTH INSURANCE 6-18		313.11	
	<u>100-5400-5011</u>	INSURANCE-MED,DEN,VIS	HEALTH INSURANCE 6-18		8,159.92	
	<u>100-5420-5011</u>	CE INSURANCE, MED,DEN	HEALTH INSURANCE 6-18		650.56	
	<u>100-5610-5011</u>	INSURANCE-MED,DEN,VIS	HEALTH INSURANCE 6-18		194.28	
	<u>100-5617-5011</u>	INSURANCE-MED,DEN,VIS	HEALTH INSURANCE 6-18		337.86	
	<u>100-5620-5011</u>	INSURANCE-MED-DEN,VI	HEALTH INSURANCE 6-18		337.86	
	<u>160-5400-5011</u>	INSURANCE-MED,DEN,VIS	HEALTH INSURANCE 6-18		432.22	
	<u>203-5600-5011</u>	INSURANCE-MED,DEN,VIS	HEALTH INSURANCE 6-18		91.81	
	<u>206-5600-5011</u>	INSURANCE-MED,DEN,VIS	HEALTH INSURANCE 6-18		91.82	
	<u>213-5600-5011</u>	INSURANCE-MED,DEN,VIS	HEALTH INSURANCE 6-18		286.09	
	<u>269-6303-5011</u>	INSURANCE-MED,DEN,VIS	HEALTH INSURANCE 6-18		6,702.35	
	<u>400-5200-5011</u>	INSURANCE MED, DEN, VI	HEALTH INSURANCE 6-18		406.94	
	<u>400-5300-5011</u>	INSURANCE- MED, DEN. V	HEALTH INSURANCE 6-18		288.42	
	<u>400-5600-5011</u>	INSURANCE- MED, DEN, V	HEALTH INSURANCE 6-18		221.33	
	<u>401-5200-5011</u>	INSURANCE-MED,DEN,VIS	HEALTH INSURANCE 6-18		406.94	
	<u>401-5300-5011</u>	INSURANCE-MED,DEN,VIS	HEALTH INSURANCE 6-18		288.42	
	<u>401-5600-5011</u>	INSURANCE-MED,DEN,VIS	HEALTH INSURANCE 6-18		221.33	
	<u>402-5300-5011</u>	INSURANCE-MED, DEN,VI	HEALTH INSURANCE 6-18		144.22	
	<u>602-8100-5011</u>	INSURANCE-MED,DEN,VIS	HEALTH INSURANCE 6-18		439.83	
	Void	05/22/2018	Regular	0.00	0.00	49112
BOB02	BOB BARKER COMPANY INC.	05/22/2018	Regular	0.00	142.30	49113
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>UT1000457731</u>	Invoice	05/18/2018	JAIL BLANKETS	0.00	142.30	
	<u>100-5400-6002</u>	PARTS SUPPLIES	JAIL BLANKETS		142.30	
CLA05	CLARK PEST CONTROL	05/22/2018	Regular	0.00	100.00	49114
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>65294-5-18</u>	Invoice	05/18/2018	PD SERVICES 5-18	0.00	55.00	
	<u>100-5400-6520</u>	PROFESSIONAL SERVICES/	PD SERVICES 5-18		55.00	
<u>85808-5-18</u>	Invoice	05/18/2018	ANIMAL CONTROL SVCS 5-18	0.00	45.00	
	<u>100-5410-6520</u>	PROFESSIONAL SERVICES/	ANIMAL CONTROL SVCS 5-18		45.00	
CRE04	CREATIVE SERVICES OF NEW ENGLAND	05/22/2018	Regular	0.00	226.95	49115
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>D18-17121</u>	Invoice	05/18/2018	POLICE STICKERS	0.00	226.95	
	<u>100-5400-6002</u>	PARTS SUPPLIES	POLICE STICKERS		226.95	
DAV03	DAVID TAUSSIG & ASSOCIATES, INC.	05/22/2018	Regular	0.00	849.75	49116
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>1804086</u>	Invoice	05/22/2018	UTILITY TAX SVCS 4-18	0.00	849.75	
	<u>100-5104-6520</u>	PROFESSIONAL SERVICES/	UTILITY TAX SVCS 4-18		849.75	

Check Report

Date Range: 05/10/2018 - 05/31/2018

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
HER13	ECN POLYGRAPH & INVEST.	05/22/2018	Regular	0.00	600.00	49117
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>PPD-APRIL-MAY-2</u>	Invoice	05/18/2018	OFFICERS' BACKGROUNDS	0.00	600.00	
	<u>100-5400-6530</u>		RECRUITMENT & ADVERT		200.00	
	<u>102-5400-6530</u>		RECRUITMENT & ADVERT		400.00	
EWI01	EWING IRRIGATION PRODUCTS	05/22/2018	Regular	0.00	1,195.70	49118
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>5171795</u>	Invoice	05/18/2018	LANDSCAPE SUPPLIES	0.00	223.92	
	<u>213-5600-6002</u>		PARTS SUPPLIES		223.92	
<u>5257387</u>	Invoice	05/18/2018	PARKS SUPPLIES	0.00	971.78	
	<u>100-5610-6002</u>		PARTS & SUPPLIES		971.78	
HOM01	HOME DEPOT CREDIT SERVICE	05/22/2018	Regular	0.00	1,124.09	49119
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>1160996</u>	Invoice	05/22/2018	ALL DEPT CLEANING SUPP	0.00	387.38	
	<u>100-5200-6002</u>		PARTS SUPPLIES		48.42	
	<u>100-5400-6002</u>		PARTS SUPPLIES		48.43	
	<u>100-5600-6002</u>		PARTS SUPPLIES		48.42	
	<u>100-5615-6002</u>		PARTS SUPPLIES		48.42	
	<u>100-5617-6002</u>		PARTS SUPPLIES		48.42	
	<u>100-5618-6002</u>		PARTS SUPPLIES		48.43	
	<u>100-5700-6002</u>		PARTS SUPPLIES		48.42	
	<u>400-5300-6002</u>		PARTS SUPPLIES		48.42	
<u>5024768</u>	Invoice	05/22/2018	EARL RUTH PARK	0.00	311.57	
	<u>100-5610-6002</u>		PARTS & SUPPLIES		311.57	
<u>5034665</u>	Invoice	05/22/2018	WATER FILTER BRK ROOM	0.00	54.22	
	<u>100-5200-6002</u>		PARTS SUPPLIES		18.08	
	<u>100-5700-6002</u>		PARTS SUPPLIES		18.07	
	<u>400-5300-6002</u>		PARTS SUPPLIES		18.07	
<u>5034666</u>	Invoice	05/22/2018	PD SUPPLIES	0.00	139.93	
	<u>100-5400-6002</u>		PARTS SUPPLIES		139.93	
<u>9021193</u>	Invoice	05/22/2018	COOLING CTR SUPPLIES	0.00	187.63	
	<u>100-5618-6002</u>		PARTS SUPPLIES		187.63	
<u>9021194</u>	Invoice	05/22/2018	COUNCIL CHAMBER SUPPLY	0.00	43.36	
	<u>100-5200-6002</u>		PARTS SUPPLIES		43.36	
HUM01	HUMANA INSURANCE CO.	05/22/2018	Regular	0.00	4,475.98	49120

Check Report

Date Range: 05/10/2018 - 05/31/2018

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		
433030665	Invoice	05/22/2018	STD, DENTAL, & VISION 6-18	0.00	4,475.98	
	100-22106		LIFE, LTD & STD PAYABLE		276.80	
	100-22194		EMPLOYEE DENTAL INS W		1,756.14	
	100-22195		EMPLOYEE VISION INS. W		223.20	
	100-5200-5011		INSURANCE-MED,DEN,VIS		33.24	
	100-5300-5011		INSURANCE-MED,DEN,VIS		5.16	
	100-5400-5011		INSURANCE-MED,DEN,VIS		722.35	
	100-5400-5011		INSURANCE-MED,DEN,VIS		-360.60	
	100-5410-5011		INSURANCE-MED, DEN, V		28.58	
	100-5420-5011		CE INSURANCE, MED,DEN		70.71	
	100-5610-5011		INSURANCE-MED,DEN,VIS		35.07	
	100-5617-5011		INSURANCE-MED,DEN,VIS		15.83	
	100-5620-5011		INSURANCE-MED-DEN,VI		15.82	
	100-5700-5011		INSURANCE-MED,DEN,VIS		2.83	
	160-5400-5011		INSURANCE-MED,DEN,VIS		73.00	
	203-5600-5011		INSURANCE-MED,DEN,VIS		35.80	
	206-5600-5011		INSURANCE-MED,DEN,VIS		35.79	
	213-5600-5011		INSURANCE-MED,DEN,VIS		33.64	
	269-6303-5011		INSURANCE-MED,DEN,VIS		813.63	
	400-5200-5011		INSURANCE MED, DEN, VI		44.03	
	400-5300-5011		INSURANCE- MED, DEN. V		83.66	
	400-5600-5011		INSURANCE- MED, DEN, V		161.43	
	401-5200-5011		INSURANCE-MED,DEN,VIS		44.02	
	401-5300-5011		INSURANCE-MED,DEN,VIS		83.65	
	401-5600-5011		INSURANCE-MED,DEN,VIS		147.81	
	402-5300-5011		INSURANCE-MED, DEN,VI		46.11	
	602-8100-5011		INSURANCE-MED,DEN,VIS		3.43	
	602-8100-5011		INSURANCE-MED,DEN,VIS		44.85	
	Void	05/22/2018	Regular	0.00	0.00	49121
JEN04	JENSEN AND PILEGARD #5	05/22/2018	Regular	0.00	502.11	49122
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
470979	Invoice	05/22/2018	UNIT # 109 MAINTENANCE	0.00	502.11	
	401-5600-6002		PARTS SUPPLIES		502.11	
LOZ03	LOZANO SMITH, LLP	05/22/2018	Regular	0.00	6,720.90	49123
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2052171	Invoice	05/22/2018	BANUELOS, FERNANDO V COP	0.00	318.44	
	100-5200-6521		ATTORNEY SERVICES		318.44	
2052174	Invoice	05/22/2018	PIERRO, JONATHAN V COP	0.00	6,402.46	
	100-5400-6521		ATTORNEY SERVICES		6,402.46	
MEN18	MENDOCINO AUTO SALES & RE	05/22/2018	Regular	0.00	89.25	49124
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
31171	Invoice	05/18/2018	DIAGNOSTICS CHECK	0.00	89.25	
	100-5400-6532		VEHICLE MAINTENANCE		89.25	
MET02	METLIFE - GROUP BENEFITS	05/22/2018	Regular	0.00	353.70	49125

Check Report

Date Range: 05/10/2018 - 05/31/2018

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		
TS05946702-6-18	Invoice	05/22/2018	LONG TERM DIS 6-18	0.00	353.70	
	100-5200-5014		LIFE, LTD & STD		5.56	
	100-5400-5014		LIFE, LTD & STD		108.83	
	100-5410-5014		LIFE, LTD & STD		5.10	
	100-5420-5014		CE LIFE, LTD & STD		7.29	
	100-5610-5014		LIFE, LTD & STD		4.12	
	100-5617-5014		LIFE, LTD & STD		3.08	
	100-5620-5014		LIFE, LTD & STD		3.08	
	203-5600-5014		LIFE, LTD & STD		5.98	
	206-5600-5014		LIFE, LTD & STD		5.98	
	213-5600-5014		LIFE, LTD & STD		3.56	
	269-6303-5014		LIFE, LTD & STD		88.60	
	400-5200-5014		LIFE, LTD & STD		9.73	
	400-5300-5014		LIFE, LTD & STD		14.71	
	400-5600-5014		LIFE, LTD & STD		27.06	
	401-5200-5014		LIFE,LTD & STD		9.73	
	401-5300-5014		LIFE, LTD & STD		14.71	
	401-5600-5014		LIFE, LTD & STD		23.58	
	402-5300-5014		LIFE,LTD &STD		10.20	
	602-8100-5014		LIFE, LTD & STD		2.80	
	Void	05/22/2018	Regular	0.00	0.00	49126
MET01	METRO UNIFORM & ACCESSORI	05/22/2018	Regular	0.00	103.66	49127
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
MET01	Invoice	05/18/2018	PIERRO-HOLSTER	0.00	103.66	
	100-5400-5013		UNIFORM		103.66	
P.G01	PACIFIC GAS & ELECTRIC	05/22/2018	Regular	0.00	8,882.81	49128
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
7543-5-18	Invoice	05/22/2018	STREET LIGHTS 4/17-5/15	0.00	8,797.10	
	200-5600-6512		ELECTRICITY		8,797.10	
9801-5-18	Invoice	05/22/2018	TRAFFIC LIGHTS 3/28-4/26	0.00	85.71	
	200-5600-6512		ELECTRICITY		85.71	
PRO02	PROFORCE MARKETING, INC	05/22/2018	Regular	0.00	374.45	49129
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
345434	Invoice	05/18/2018	MAGAZINES FOR GUNS	0.00	374.45	
	100-5400-6005		SAFETY EQUIPMENT		374.45	
R-N00	R-N MARKET	05/22/2018	Regular	0.00	12.94	49130
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
12/15/17	Invoice	05/22/2018	ALLEY CAT FOOD	0.00	12.94	
	100-5410-6020		ANIMAL FOOD		12.94	
SHRO0	SHRED-IT USA - FRESNO	05/22/2018	Regular	0.00	83.59	49131
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
8124723248	Invoice	05/18/2018	DOCUMENTS SHREDDING	0.00	83.59	
	100-5400-6000		OFFICE SUPPLIES		83.59	
SUN06	SUNBELT RENTALS, INC.	05/22/2018	Regular	0.00	887.19	49132

Check Report

Date Range: 05/10/2018 - 05/31/2018

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>78245349-0001</u>	Invoice	05/22/2018	GENERATOR RENTAL	0.00	1,552.29	
	<u>100-5200-6537</u>		SPECIAL EVENT EXPENSE		1,552.29	
<u>78245349-0002</u>	Credit Memo	05/22/2018	CREDIT INV 78245349-0001	0.00	-665.10	
	<u>100-5200-6537</u>		SPECIAL EVENT EXPENSE		-665.10	
THE05	THE OFFICE CITY	05/22/2018	Regular	0.00	10.62	49133
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>IN-1503887</u>	Invoice	05/18/2018	WIREBOUND NOTEBOOKS	0.00	10.62	
	<u>100-5400-6000</u>		OFFICE SUPPLIES		10.62	
LAW01	TIM J. LAW	05/22/2018	Regular	0.00	600.00	49134
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1577</u>	Invoice	05/18/2018	SALAS BACKGROUND	0.00	600.00	
	<u>100-5400-6520</u>		PROFESSIONAL SERVICES/		600.00	
			SALAS BACKGROUND			
UNIO5	UNITY IT	05/22/2018	Regular	0.00	2,930.72	49135
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>22963</u>	Invoice	05/22/2018	ADMIN COMPUTER	0.00	1,154.82	
	<u>100-5200-7003</u>		OFFICE EQUIP.		1,154.82	
<u>MSP-23017</u>	Invoice	05/22/2018	IT BILLING SVCS 4-18	0.00	1,775.90	
	<u>100-5200-6520</u>		PROFESSIONAL SERVICES/		136.61	
	<u>100-5400-6520</u>		PROFESSIONAL SERVICES/		136.61	
	<u>100-5615-6520</u>		PROFESSIONAL SERVICES/		136.61	
	<u>100-5700-6520</u>		PROFESSIONAL SERVICES/		136.61	
	<u>200-5600-6520</u>		PROFESSIONAL SERVICES/		136.61	
	<u>203-5600-6520</u>		PROFESSIONAL SERVICES/		136.61	
	<u>206-5600-6520</u>		PROFESSIONAL SERVICES/		136.61	
	<u>269-6303-6520</u>		PROFESSIONAL SERVICES/		136.61	
	<u>400-5300-6520</u>		PROFESSIONAL SERVICES/		136.61	
	<u>400-5600-6520</u>		PROFESSIONAL SERVICES/		136.61	
	<u>401-5300-6520</u>		PROFESSIONAL SERVICES/		136.60	
	<u>401-5600-6520</u>		PROFESSIONAL SERVICES		136.60	
	<u>602-8100-6520</u>		PROFESSIONAL SERVICES/		136.60	
UN 01	unWIRED BROADBAND, INC.	05/22/2018	Regular	0.00	40.16	49136
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV00560457</u>	Invoice	05/18/2018	WWTP DATA 5/15-6/13	0.00	40.16	
	<u>401-5600-6510</u>		TELEPHONE/DATA/PAGER		40.16	
USM01	U-SAVE MARKET	05/22/2018	Regular	0.00	1,103.76	49137
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>5/14/18</u>	Invoice	05/18/2018	PRESCHOOL MEAL SUPPLIES	0.00	198.01	
	<u>269-6303-6504</u>		FOOD SERVICES		198.01	
<u>5/15/18</u>	Invoice	05/18/2018	PRESCHOOL MEAL SUPPLIES	0.00	204.83	
	<u>269-6303-6504</u>		FOOD SERVICES		204.83	
<u>5/16/18</u>	Invoice	05/18/2018	PRESCHOOL MEAL SUPPLIES	0.00	203.19	
	<u>269-6303-6504</u>		FOOD SERVICES		203.19	
<u>5/7/18</u>	Invoice	05/18/2018	PRESCHOOL MEAL SUPPLIES	0.00	171.09	
	<u>269-6303-6504</u>		FOOD SERVICES		171.09	
<u>5/8/18</u>	Invoice	05/18/2018	PRESCHOOL MEAL SUPPLIES	0.00	98.03	
	<u>269-6303-6504</u>		FOOD SERVICES		98.03	

Check Report

Date Range: 05/10/2018 - 05/31/2018

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
5/9/18	Invoice	05/18/2018	PRESCHOOL MEAL SUPPLIES	0.00	228.61	
	269-6303-6504		FOOD SERVICES		228.61	
VER08	VERIZON WIRELESS	05/22/2018	Regular	0.00	1,241.64	49138
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
9806732993	Invoice	05/22/2018	CELL PHONE SVCS 4-18	0.00	1,241.64	
	100-5100-6510		TELEPHONE/DATA/PAGER		505.24	
	100-5200-6510		TELEPHONE/DATA/PAGER		38.01	
	100-5400-6510		TELEPHONE/DATA/PAGER		181.34	
	100-5620-6510		TELEPHONE/DATA/PAGER		35.62	
	100-5700-6510		TELEPHONE/DATA/PAGER		49.43	
	400-5600-6510		TELEPHONE/DATA/PAGER		216.00	
	401-5600-6510		TELEPHONE/DATA/PAGER		216.00	
A-C00	A-C ELECTRIC COMPANY	05/23/2018	Regular	0.00	2,828.96	49139
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
43113	Invoice	05/23/2018	SWIMMING POOL REPAIRS	0.00	1,769.47	
	100-5616-6520		PROFESSIONAL SERVICES		1,769.47	
43211	Invoice	05/23/2018	SWIMMING POOL REPAIRS	0.00	1,059.49	
	100-5616-6520		PROFESSIONAL SERVICES		1,059.49	
AT&09	AT&T	05/23/2018	Regular	0.00	86.17	49140
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
000011350610	Invoice	05/23/2018	PRESCHOOL SVCS 4/13-5/12	0.00	86.17	
	269-6303-6510		TELEPHONE/DATA/PAGER		86.17	
BES19	BEST TOURS & TRAVEL INC.	05/23/2018	Regular	0.00	1,650.00	49141
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
40492	Invoice	05/23/2018	CHAFFEE ZOO 6-18	0.00	1,650.00	
	269-6303-9973		FIELD TRIP		1,650.00	
BRE14	BRENNTAG PACIFIC, INC.	05/23/2018	Regular	0.00	563.04	49142
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
BPI839064	Invoice	05/23/2018	CHLORINE WELL #9A	0.00	563.04	
	400-5600-6002		PARTS & SUPPLIES		563.04	
CAL1Y	CALIFORNIA WATER SERVICES INC.	05/23/2018	Regular	0.00	21,164.89	49143
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
0036953-IN	Invoice	05/23/2018	MONTHLY ROUTINE SVCS 4-18	0.00	21,164.89	
	400-5600-6011		FUEL		30.00	
	400-5600-6520		PROFESSIONAL SERVICES/		6.57	
	400-5600-6542		CONTRACT SERVICES		7,130.57	
	400-5600-6544		LAB ANALYSIS & TESTING		2,160.00	
	401-5600-6542		CONTRACT SERVICES		9,802.75	
	401-5600-6544		LAB ANALYSIS & TESTING		2,035.00	
CEN02	CENTRAL VALLEY LOCK & SAFE INC.	05/23/2018	Regular	0.00	1,340.25	49144
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
52319	Invoice	05/23/2018	REKEY CITY HALL RESTROOM	0.00	487.49	
	100-5200-6002		PARTS SUPPLIES		162.50	
	100-5700-6002		PARTS SUPPLIES		162.50	
	400-5300-6002		PARTS SUPPLIES		162.49	
52330	Invoice	05/23/2018	KEYS COPIES- ALL DEPTS	0.00	296.41	

Check Report

Date Range: 05/10/2018 - 05/31/2018

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>100-5200-6002</u>	PARTS SUPPLIES	KEYS COPIES- ALL DEPTS		42.35	
	<u>100-5615-6002</u>	PARTS SUPPLIES	KEYS COPIES- ALL DEPTS		42.35	
	<u>100-5617-6002</u>	PARTS SUPPLIES	KEYS COPIES- ALL DEPTS		42.35	
	<u>100-5618-6002</u>	PARTS SUPPLIES	KEYS COPIES- ALL DEPTS		42.34	
	<u>100-5700-6002</u>	PARTS SUPPLIES	KEYS COPIES- ALL DEPTS		42.34	
	<u>400-5300-6002</u>	PARTS SUPPLIES	KEYS COPIES- ALL DEPTS		42.34	
	<u>400-5600-6002</u>	PARTS & SUPPLIES	KEYS COPIES- ALL DEPTS		42.34	
<u>52356</u>	Invoice	05/23/2018	UNIT # 527 REPAIRS	0.00	199.18	
	<u>400-5600-6532</u>	VEHICLE MAINTENANCE	UNIT # 527 REPAIRS		199.18	
<u>52357</u>	Invoice	05/23/2018	REKEY SENIOR CENTER	0.00	332.17	
	<u>100-5615-6520</u>	PROFESSIONAL SERVICES/	REKEY SENIOR CENTER		332.17	
<u>52443</u>	Invoice	05/23/2018	UNIT # 520 SUPPLIES	0.00	25.00	
	<u>400-5600-6002</u>	PARTS & SUPPLIES	UNIT # 520 SUPPLIES		25.00	
CIT22	CITY OF PARLIER	05/23/2018	Regular	0.00	8,583.33	49145
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV02482</u>	Invoice	05/23/2018	PRESCHOOL RENT 4-18	0.00	1,916.67	
	<u>269-6303-6536</u>	DAYCARE USE ALLOWANC	PRESCHOOL RENT 4-18		1,916.67	
<u>INV02493</u>	Invoice	05/23/2018	ADMIN FEES PRESCHOOL	0.00	6,666.66	
	<u>269-6303-6542</u>	ADMIN FEES - CITY OF PA	ADMIN FEES PRESCHOOL 3-18		3,333.33	
	<u>269-6303-6542</u>	ADMIN FEES - CITY OF PA	ADMIN FEES PRESCHOOL 4-18		3,333.33	
COM05	COMCAST	05/23/2018	Regular	0.00	256.54	49146
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>5/17/18-1851</u>	Invoice	05/23/2018	PW SVCS 5/22-6/21	0.00	256.54	
	<u>400-5600-6510</u>	TELEPHONE/DATA/PAGER	PW SVCS 5/22-6/21		256.54	
FRE00	FRESNO OXYGEN	05/23/2018	Regular	0.00	12.63	49147
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>91435912</u>	Invoice	05/23/2018	BALANCE FORWARD	0.00	12.63	
	<u>400-5600-6002</u>	PARTS & SUPPLIES	BALANCE FORWARD		12.63	
GLA04	GLACIER REFRIGERATION & AIR, INC.	05/23/2018	Regular	0.00	720.74	49148
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>42108</u>	Invoice	05/23/2018	PW ICE MACHINE REPAIR	0.00	411.99	
	<u>400-5600-6520</u>	PROFESSIONAL SERVICES/	PW ICE MACHINE REPAIR		411.99	
<u>43071</u>	Invoice	05/23/2018	PW ICE MACHINE REPAIR	0.00	308.75	
	<u>400-5600-6520</u>	PROFESSIONAL SERVICES/	PW ICE MACHINE REPAIR		308.75	
RED01	REDCO	05/23/2018	Regular	0.00	154.78	49149
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>7600</u>	Invoice	05/23/2018	SWIMMING POOL REPAIRS	0.00	154.78	
	<u>100-5616-6531</u>	REPAIRS & MAINTENANC	SWIMMING POOL REPAIRS		154.78	
RHO01	RHODES INC.	05/23/2018	Regular	0.00	346.67	49150
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>15519</u>	Invoice	05/23/2018	FUEL RED DIESEL	0.00	346.67	
	<u>401-5600-6011</u>	FUEL	FUEL RED DIESEL		346.67	
ESC03	SAMUEL A. ESCOBAR	05/23/2018	Regular	0.00	150.00	49151

Check Report

Date Range: 05/10/2018 - 05/31/2018

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>APR-JUNE</u>	Invoice	05/23/2018	CELL PHONE REIMBURSEMENT	0.00	150.00	
	<u>100-5200-6510</u>		TELEPHONE/DATA/PAGER		150.00	
STA1U	STAR 1 MINI MART	05/23/2018	Regular	0.00	898.49	49152
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1088</u>	Invoice	05/23/2018	PW FUEL 4-18	0.00	76.50	
	<u>400-5600-6011</u>		FUEL		76.50	
<u>1088-4-18</u>	Invoice	05/23/2018	PW FUEL 4-18	0.00	76.50	
	<u>400-5600-6011</u>		FUEL		76.50	
<u>1346</u>	Invoice	05/23/2018	PW FUEL 4-18	0.00	83.59	
	<u>401-5600-6011</u>		FUEL		83.59	
<u>1749</u>	Invoice	05/23/2018	PW FUEL 4-18	0.00	67.67	
	<u>400-5600-6011</u>		FUEL		67.67	
<u>3187</u>	Invoice	05/23/2018	PW FUEL 4-18	0.00	79.16	
	<u>401-5600-6011</u>		FUEL		79.16	
<u>3242</u>	Invoice	05/23/2018	PW FUEL 4-18	0.00	86.86	
	<u>401-5600-6011</u>		FUEL		86.86	
<u>3409</u>	Invoice	05/23/2018	FACILITY MAINT FUEL 4-18	0.00	22.81	
	<u>100-5620-6011</u>		FUEL - REC.		22.81	
<u>4000</u>	Invoice	05/23/2018	PW FUEL 4-18	0.00	83.00	
	<u>400-5600-6011</u>		FUEL		83.00	
<u>4119</u>	Invoice	05/23/2018	PW FUEL 4-18	0.00	77.77	
	<u>400-5600-6011</u>		FUEL		77.77	
<u>5017</u>	Invoice	05/23/2018	PW FUEL 4-18	0.00	17.10	
	<u>401-5600-6011</u>		FUEL		17.10	
<u>5691</u>	Invoice	05/23/2018	PW FUEL 4-18	0.00	78.50	
	<u>400-5600-6011</u>		FUEL		78.50	
<u>700</u>	Invoice	05/23/2018	PW FUEL 4-18	0.00	72.00	
	<u>400-5600-6011</u>		FUEL		72.00	
<u>8147-4-18</u>	Invoice	05/23/2018	PW FUEL 4-18	0.00	77.03	
	<u>401-5600-6011</u>		FUEL		77.03	
SFF01	SWANSON-FAHRNEY FORD	05/23/2018	Regular	0.00	1,761.61	49153
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>119307</u>	Invoice	05/23/2018	UNIT# 527 REPAIRS	0.00	1,761.61	
	<u>400-5600-6532</u>		VEHICLE MAINTENANCE		1,761.61	
SYS00	SYSO OF CENTRAL CALIFORNIA	05/23/2018	Regular	0.00	2,419.02	49154
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>184581471</u>	Invoice	05/23/2018	PRESCHOOL MEAL SUPPLIES	0.00	926.05	
	<u>269-6303-6504</u>		FOOD SERVICES		926.05	
<u>184589275</u>	Invoice	05/23/2018	PRESCHOOL MEAL SUPPLIES	0.00	633.46	
	<u>269-6303-6504</u>		FOOD SERVICES		633.46	
<u>184596789</u>	Invoice	05/23/2018	PRESCHOOL MEAL SUPPLIES	0.00	859.51	
	<u>269-6303-6504</u>		FOOD SERVICES		859.51	
T&J00	T & J ARCO STATION	05/23/2018	Regular	0.00	1,053.00	49155

Check Report

Date Range: 05/10/2018 - 05/31/2018

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>4-18</u>	Invoice	05/23/2018	PW FUEL 4-18	0.00	1,053.00	
	<u>400-5600-6011</u>	FUEL	PW FUEL 4-18		595.46	
	<u>401-5600-6011</u>	FUEL	PW FUEL 4-18		457.54	
USM01	U-SAVE MARKET	05/23/2018	Regular	0.00	329.77	49156
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>5/21/18</u>	Invoice	05/23/2018	PRESCHOOL MEAL SUPPLIES	0.00	126.05	
	<u>269-6303-6504</u>	FOOD SERVICES	PRESCHOOL MEAL SUPPLIES		126.05	
<u>5/22/18</u>	Invoice	05/23/2018	PRESCHOOL MEAL SUPPLIES	0.00	203.72	
	<u>269-6303-6504</u>	FOOD SERVICES	PRESCHOOL MEAL SUPPLIES		203.72	
VUL00	VULCAN MATERIALS CO.	05/23/2018	Regular	0.00	128.92	49157
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>71808967</u>	Invoice	05/23/2018	ROAD MATERIALS	0.00	128.92	
	<u>200-5600-6002</u>	PARTS & SUPPLIES	ROAD MATERIALS		128.92	
YAM01	YAMABE & HORN ENGINEERING INC.	05/23/2018	Regular	0.00	39,606.50	49158
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>39906</u>	Invoice	05/23/2018	2015-16 PW ACCOUNT	0.00	80.00	
	<u>100-5600-6519</u>	ENGINEERING FEES	2015-16 PW ACCOUNT		80.00	
<u>39908</u>	Invoice	05/23/2018	2015-16 GENERAL WATER	0.00	1,800.00	
	<u>400-5600-6519</u>	ENGINEERING FEES	2015-16 GENERAL WATER		1,800.00	
<u>39909</u>	Invoice	05/23/2018	2015-16 GENERAL SEWER	0.00	630.00	
	<u>401-5600-6519</u>	ENGINEERING FEES	2015-16 GENERAL SEWER		630.00	
<u>39910</u>	Invoice	05/23/2018	2015-16 GENERAL STREET	0.00	1,402.50	
	<u>200-5600-6519</u>	ENGINEERING FEES	2015-16 GENERAL STREET		1,402.50	
<u>39911</u>	Invoice	05/23/2018	HERITAGE PARK ADMIN	0.00	420.00	
	<u>211-5600-6519</u>	ENGINEERING FEES	HERITAGE PARK ADMIN		420.00	
<u>39913</u>	Invoice	05/23/2018	MANNING AVE ATP CYCLE 1	0.00	645.00	
	<u>223-5600-7023</u>	MANNING CURB, GUTTER	MANNING AVE ATP CYCLE 1		645.00	
<u>39914</u>	Invoice	05/23/2018	MANNING AVE WESTBOUND	0.00	3,516.25	
	<u>218-5600-7001</u>	CAPITAL PROJECT	MANNING AVE WESTBOUND		3,516.25	
<u>39915</u>	Invoice	05/23/2018	MANNING ZEDIKER INTER	0.00	7,966.25	
	<u>219-5600-7021</u>	MANNING AVE/ZEDIKER	MANNING ZEDIKER INTER		7,966.25	
<u>39916</u>	Invoice	05/23/2018	ACADEMY 5TH INTERSECTION	0.00	140.00	
	<u>220-5600-7006</u>	CAPITAL PROJECT	ACADEMY 5TH INTERSECTION		140.00	
<u>39917</u>	Invoice	05/23/2018	MENDOCINO WIDENING	0.00	960.00	
	<u>222-5600-7022</u>	MENDOCINO WIDENING	MENDOCINO WIDENING		960.00	
<u>39919</u>	Invoice	05/23/2018	SWRCB WWTP GRANT	0.00	7,090.00	
	<u>309-5600-6519</u>	ENGINEERING FEES	SWRCB WWTP GRANT		7,090.00	
<u>39920</u>	Invoice	05/23/2018	CMAQ ALLEY IMPROVEMENTS	0.00	60.00	
	<u>204-5600-7019</u>	CMAQ ALLEY IMPROV PR	CMAQ ALLEY IMPROVEMENTS		60.00	
<u>39923</u>	Invoice	05/23/2018	MANNING AVE ATP CYCLE 2	0.00	4,780.00	
	<u>224-5600-7025</u>	MANNING AVE ATP CYCLE	MANNING AVE ATP CYCLE 2		4,780.00	
<u>39924</u>	Invoice	05/23/2018	CMAQ-STBG APPLICATIONS	0.00	72.00	
	<u>200-5600-6519</u>	ENGINEERING FEES	CMAQ-STBG APPLICATIONS		72.00	
<u>39926</u>	Invoice	05/23/2018	2018 ENCROACHMENT	0.00	577.00	
	<u>100-5600-6519</u>	ENGINEERING FEES	2018 ENCROACHMENT		577.00	
<u>39927</u>	Invoice	05/23/2018	2018-19 SBI FUNDING	0.00	480.00	
	<u>200-5600-6519</u>	ENGINEERING FEES	2018-19 SBI FUNDING		480.00	

Check Report

Date Range: 05/10/2018 - 05/31/2018

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
39928	Invoice	05/23/2018	TCP WATER GAC TREATMENT	0.00	8,987.50	
	400-5600-6519		ENGINEERING FEES		8,987.50	
ALE01	**Void**	05/23/2018	Regular	0.00	0.00	49159
	ALERT-O-LITE, INC.	05/29/2018	Regular	0.00	242.66	49160
	Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description	Distribution Amount		
0024207-IN	Invoice	05/25/2018	STREET SUPPLIES	0.00	242.66	
	200-5600-6002		PARTS & SUPPLIES		242.66	
ALTO1	ALTA MONTCLAIR/EBSA	05/29/2018	Regular	0.00	100.00	49161
	Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description	Distribution Amount		
	4/28/18-5/11/18	Invoice	05/24/2018	457 DEFERRED COMP 5/17	0.00	100.00
	100-22210		457 DEFERRED COMPENS	457 DEFERRED COMP 5/17		100.00
AT&09	AT&T	05/29/2018	Regular	0.00	19.15	49162
	Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description	Distribution Amount		
	000011350611	Invoice	05/24/2018	WELL 2A SVCS 4/13-5/12	0.00	19.15
	400-5600-6510		TELEPHONE/DATA/PAGER	WELL 2A SVCS 4/13-5/12		19.15
BAR06	BARCELLOS, DANNY	05/29/2018	Regular	0.00	900.91	49163
	Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description	Distribution Amount		
	JULY 9-12	Invoice	05/25/2018	ABC POLICE TRAINING	0.00	900.91
	100-5400-6503		TRAVEL, MEETINGS & TR	ABC POLICE TRAINING		200.00
	100-5400-6503		TRAVEL, MEETINGS & TR	ABC POLICE TRAINING		700.91
CDC01	CDCE INC.	05/29/2018	Regular	0.00	17,468.46	49164
	Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description	Distribution Amount		
	Q805CD2V.CL	Invoice	05/25/2018	LAPTOPS FOR PD UNITS	0.00	17,468.46
	102-5400-6002		PARTS SUPPLIES	LAPTOPS FOR PD UNITS		17,468.46
CEN02	CENTRAL VALLEY LOCK & SAFE INC.	05/29/2018	Regular	0.00	124.20	49165
	Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description	Distribution Amount		
	52437	Invoice	05/24/2018	PW SUPPLIES	0.00	124.20
	400-5600-6002		PARTS & SUPPLIES	PW SUPPLIES		62.10
	401-5600-6002		PARTS SUPPLIES	PW SUPPLIES		62.10
CEN09	CHANG VANG	05/29/2018	Regular	0.00	11,600.00	49166
	Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description	Distribution Amount		
	180505CP	Invoice	05/24/2018	WATER SYSTEM UPGRADE	0.00	11,600.00
	400-5600-6520		PROFESSIONAL SERVICES/	WATER SYSTEM UPGRADE		11,600.00
CLA05	CLARK PEST CONTROL	05/29/2018	Regular	0.00	100.00	49167
	Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description	Distribution Amount		
	65294-4-18	Invoice	05/25/2018	PD SERVICES 4-18	0.00	55.00
	100-5400-6520		PROFESSIONAL SERVICES/	PD SERVICES 4-18		55.00
	85808-4-18	Invoice	05/25/2018	ANIMAL CONTROL SVCS 4-18	0.00	45.00
	100-5410-6520		PROFESSIONAL SERVICES/	ANIMAL CONTROL SVCS 4-18		45.00
DEPO4	DEPARTMENT OF ALCOHOLIC BEVERAGE CONT	05/29/2018	Regular	0.00	650.00	49168

Check Report

Date Range: 05/10/2018 - 05/31/2018

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>JULY 10-12</u>	Invoice	05/25/2018	ABC TRAINING REGISTRATION	0.00	650.00	
	<u>100-5400-6503</u>		TRAVEL, MEETINGS & TR		650.00	
REE01	EDDIE C. REED	05/29/2018	Regular	0.00	550.00	49169
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>4123</u>	Invoice	05/24/2018	SWIMMING POOL SVCS 5-18	0.00	550.00	
	<u>100-5616-6520</u>		PROFESSIONAL SERVICES		550.00	
EFI00	ENFINITY CENTRAL	05/29/2018	Regular	0.00	14,608.56	49170
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV00002197</u>	Invoice	05/24/2018	WWTP ELECTRICITY 4-18	0.00	14,608.56	
	<u>401-5600-6512</u>		ELECTRICITY		14,608.56	
EWI01	EWING IRRIGATION PRODUCTS	05/29/2018	Regular	0.00	189.28	49171
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>5301269</u>	Invoice	05/25/2018	PARK SUPPLIES	0.00	189.28	
	<u>100-5610-6002</u>		PARTS & SUPPLIES		189.28	
GRA04	GRAINGER, INC.	05/29/2018	Regular	0.00	140.03	49172
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>9783011670</u>	Invoice	05/24/2018	WATER METER SUPPLIES	0.00	55.00	
	<u>400-5600-6002</u>		PARTS & SUPPLIES		55.00	
<u>9783648497</u>	Invoice	05/24/2018	WATER METER SUPPLIES	0.00	85.03	
	<u>400-5600-6002</u>		PARTS & SUPPLIES		85.03	
MIK01	MIKE DOZIER	05/29/2018	Regular	0.00	2,000.00	49173
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>2018-01</u>	Invoice	05/24/2018	GOAL SETTINGS	0.00	1,000.00	
	<u>100-5100-6520</u>		PROFESSIONAL SERVICES/		1,000.00	
<u>2018-02</u>	Invoice	05/24/2018	GOAL SETTINGS	0.00	1,000.00	
	<u>100-5100-6520</u>		PROFESSIONAL SERVICES/		1,000.00	
HER09	OMAR L HERNANDEZ	05/29/2018	Regular	0.00	900.91	49174
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>JULY 10-12</u>	Invoice	05/25/2018	ABC POLICING TRAINING	0.00	900.91	
	<u>100-5400-6503</u>		TRAVEL, MEETINGS & TR		200.00	
	<u>100-5400-6503</u>		TRAVEL, MEETINGS & TR		700.91	
PAR1U	PARLIER UNIFIED	05/29/2018	Regular	0.00	5,708.13	49175
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>180037</u>	Invoice	05/24/2018	PD FUEL 3-18	0.00	2,819.88	
	<u>100-5400-6011</u>		FUEL		2,819.88	
<u>180038</u>	Invoice	05/25/2018	PD FUEL 4-18	0.00	2,888.25	
	<u>100-5400-6011</u>		FUEL		2,888.25	
PIO01	PIONEER EQUIPMENT CO.	05/29/2018	Regular	0.00	110.21	49176
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>AP51086</u>	Invoice	05/25/2018	UNIT # 107 PARTS	0.00	110.21	
	<u>401-5600-6002</u>		PARTS SUPPLIES		110.21	

Check Report

Date Range: 05/10/2018 - 05/31/2018

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
SAN1H	SANGER NURSERY	05/29/2018	Regular	0.00	213.98	49177
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>756175</u>	Invoice	05/25/2018	LANDSCAPE SUPPLIES	0.00	88.03	
<u>213-5600-6002</u>			PARTS SUPPLIES		88.03	
<u>760325</u>	Invoice	05/25/2018	PARK SUPPLIES	0.00	65.22	
<u>100-5610-6002</u>			PARTS & SUPPLIES		65.22	
<u>765381</u>	Invoice	05/25/2018	PARK SUPPLIES	0.00	60.73	
<u>100-5610-6002</u>			PARTS & SUPPLIES		60.73	
SIG04	SIGNMAX	05/29/2018	Regular	0.00	635.67	49178
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>0028805-IN</u>	Invoice	05/25/2018	STREET SIGN PARTS	0.00	635.67	
<u>200-5600-6002</u>			PARTS & SUPPLIES		635.67	
SIM04	SIMPLOT GROWER SOLUTIONS	05/29/2018	Regular	0.00	2,815.45	49179
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>506106545</u>	Invoice	05/24/2018	WWTP POND CLEANING 17/18	0.00	2,815.45	
<u>401-5600-7002</u>			PLANT REPAIRS		2,815.45	
SIR00	SIRCHIE FINGER PRINT LAB.	05/29/2018	Regular	0.00	91.86	49180
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>0349650-IN</u>	Invoice	05/24/2018	FENTANYL KITS	0.00	91.86	
<u>100-5400-6002</u>			PARTS SUPPLIES		91.86	
SOC00	SOCIAL VOCATIONAL SERVICES	05/29/2018	Regular	0.00	2,900.00	49181
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>36D1813-IN</u>	Invoice	05/24/2018	LANDSCAPE MAINT 4-18	0.00	2,900.00	
<u>100-5600-6520</u>			PROFESSIONAL SERVICES/		580.00	
<u>100-5610-6520</u>			PROFESSIONAL SERVICES/		580.00	
<u>204-5600-6520</u>			PROFESSIONAL SERVICES/		580.00	
<u>213-5600-6520</u>			PROFESSIONAL SERVICES/		1,160.00	
STA1B	STANDARD INSURANCE CO.	05/29/2018	Regular	0.00	1,786.88	49182

Check Report

Date Range: 05/10/2018 - 05/31/2018

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		
640476-6-18	Invoice	05/25/2018	SURVIVOR LIFE 6-18	0.00	1,786.88	
	100-5200-5014		LIFE, LTD & STD		35.96	
	100-5300-5014		LIFE, LTD & STD		13.38	
	100-5400-5014		LIFE, LTD & STD		574.44	
	100-5410-5014		LIFE, LTD & STD		27.28	
	100-5420-5014		CE LIFE, LTD & STD		34.87	
	100-5610-5014		LIFE, LTD & STD		17.95	
	100-5617-5014		LIFE, LTD & STD		13.74	
	100-5620-5014		LIFE, LTD & STD		13.79	
	160-5400-5014		LIFE, LTD & STD		31.64	
	203-5600-5014		LIFE, LTD & STD		24.73	
	206-5600-5014		LIFE, LTD & STD		24.73	
	213-5600-5014		LIFE, LTD & STD		13.99	
	269-6303-5014		LIFE, LTD & STD		416.62	
	400-5200-5014		LIFE, LTD & STD		43.11	
	400-5300-5014		LIFE, LTD & STD		61.67	
	400-5600-5014		LIFE, LTD & STD		119.33	
	401-5200-5014		LIFE, LTD & STD		43.11	
	401-5300-5014		LIFE, LTD & STD		61.66	
	401-5600-5014		LIFE, LTD & STD		106.11	
	402-5300-5014		LIFE, LTD & STD		28.86	
	602-8100-5014		LIFE, LTD & STD		79.91	
Void		05/29/2018	Regular	0.00	0.00	49183
STA19	STATE OF CALIFORNIA	05/29/2018	Regular	0.00	245.00	49184
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
304513	Invoice	05/25/2018	BLOOD ALCOHOL ANALYSIS	0.00	245.00	
	100-5400-6544		LAB ANALYSIS & TESTING		245.00	
THE05	THE OFFICE CITY	05/29/2018	Regular	0.00	51.96	49185
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
IN-1505067	Invoice	05/24/2018	PAPER & HOLDER	0.00	51.96	
	100-5420-6000		CE OFFICE SUPPLIES		51.96	
UNIO5	UNITY IT	05/29/2018	Regular	0.00	1,547.26	49186
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
22970	Invoice	05/24/2018	TECH SUPPORT COMP INSTALL	0.00	1,476.00	
	100-5400-6520		PROFESSIONAL SERVICES/		1,476.00	
			TECH SUPPORT COMP INSTALL			
23050	Invoice	05/24/2018	SONIC WALL AGREEMENT	0.00	71.26	
	100-5400-6520		PROFESSIONAL SERVICES/		71.26	
			SONIC WALL AGREEMENT			
AT&02	A T & T MOBILITY	05/30/2018	Regular	0.00	340.00	49187
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
287250673255x0	Invoice	05/30/2018	MDT AIR CARDS	0.00	340.00	
	100-5400-6510		TELEPHONE/DATA/PAGER		340.00	
BAR06	BARCELLOS, DANNY	05/30/2018	Regular	0.00	80.00	49188
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
6/4/18-6/15/18	Invoice	05/29/2018	POST SUPERVISOR COURSE	0.00	80.00	
	100-5400-6503		TRAVEL, MEETINGS & TR		80.00	
			POST SUPERVISOR COURSE			
CAL1C	CAL POLICE CHIEF'S ASSOC	05/30/2018	Regular	0.00	348.00	49189

Check Report

Date Range: 05/10/2018 - 05/31/2018

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>10422</u>	Invoice	05/30/2018	CPCA MEMBERSHIP FEES	0.00	348.00	
	<u>100-5400-6501</u>		MEMBERSHIP DUES		348.00	
CAN05	CANON FINANCIAL SERVICES, INC.	05/30/2018	Regular	0.00	149.24	49190
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>18655861</u>	Invoice	05/30/2018	PRINTER CHARGES 5-18	0.00	149.24	
	<u>100-5200-6542</u>		CONTRACT SERVICES		149.24	
COO01	COOK'S COMMUNICATIONS	05/30/2018	Regular	0.00	-126,542.28	49191
COO01	COOK'S COMMUNICATIONS	05/30/2018	Regular	0.00	126,542.28	49191
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>7392</u>	Invoice	05/29/2018	OUTFIT FOR NEW UNITS	0.00	126,542.28	
	<u>100-5400-6510</u>		TELEPHONE/DATA/PAGER		126,542.28	
DELOO	DE LAGE LANDEN FINANCIAL	05/30/2018	Regular	0.00	5,216.80	49192
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>58768579</u>	Invoice	05/29/2018	COPIER LEASE PYMT 4-18	0.00	5,216.80	
	<u>100-5200-6520</u>		PROFESSIONAL SERVICES/		1,031.10	
	<u>100-5200-6520</u>		COPIER LEASE PYMT 4-18		161.96	
	<u>100-5400-6520</u>		PROFESSIONAL SERVICES/		860.50	
	<u>100-5615-6520</u>		COPIER LEASE PYMT 4-18		153.24	
	<u>100-5700-6520</u>		PROFESSIONAL SERVICES/		153.23	
	<u>269-6303-6520</u>		COPIER LEASE PYMT 4-18		962.03	
	<u>368-5700-6520</u>		PROFESSIONAL SERVICES/		76.62	
	<u>400-5300-6541</u>		COPIER LEASE PYMT 4-18		494.58	
	<u>400-5600-6541</u>		LEASE CONTRACTS		376.16	
	<u>401-5300-6541</u>		LEASE CONTRACTORS		494.59	
	<u>401-5600-6541</u>		LEASE CONTRACTORS		376.17	
	<u>576-5700-6520</u>		PROFESSIONAL SERVICES/		76.62	
GRA01	GRANTED SOLUTIONS	05/30/2018	Regular	0.00	3,000.00	49193
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1586</u>	Invoice	05/30/2018	GRANT WRITING SVCS 5-18	0.00	3,000.00	
	<u>100-5200-6520</u>		PROFESSIONAL SERVICES/		3,000.00	
LED00	JOANNE L. BEJINEZ	05/30/2018	Regular	0.00	96.02	49194
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>5/21/18-5/22/18</u>	Invoice	05/30/2018	NIBRS MEAL & FUEL REIMB	0.00	96.02	
	<u>100-5400-6011</u>		FUEL		60.60	
	<u>100-5400-6503</u>		TRAVEL, MEETINGS & TR		35.42	
NEW02	NEW YORK LIFE INSURANCE	05/30/2018	Regular	0.00	497.80	49195
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>021927560-5-18</u>	Invoice	05/29/2018	LIFE INSURANCE 5-18	0.00	497.80	
	<u>100-22109</u>		NEW YORK LIFE INSURAN		497.80	
NOR01	NORTHSTAR COMMUNICATIONS	05/30/2018	Regular	0.00	394.87	49196

Check Report

Date Range: 05/10/2018 - 05/31/2018

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			
52318	Invoice	05/30/2018	UPDATE PHONE SYSTEM	0.00	394.87	
100-5200-6510	TELEPHONE/DATA/PAGER	UPDATE PHONE SYSTEM	131.62			
100-5700-6510	TELEPHONE/DATA/PAGER	UPDATE PHONE SYSTEM	131.62			
400-5300-6510	TELEPHONE/DATA & PAG	UPDATE PHONE SYSTEM	131.63			
P.G01	PACIFIC GAS & ELECTRIC	05/30/2018	Regular	0.00	337.66	49197
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
16206-5-18	Invoice	05/29/2018	741 TULARE ST PW	0.00	91.30	
100-5620-6512	ELECTRICITY	741 TULARE ST PW	91.30			
31793-5-18	Invoice	05/29/2018	8495 BELLA VISTA AVE	0.00	9.53	
200-5600-6512	ELECTRICITY	8495 BELLA VISTA AVE	9.53			
51134-5-18	Invoice	05/29/2018	8638 MADSEN AVE	0.00	40.08	
200-5600-6512	ELECTRICITY	8638 MADSEN AVE	40.08			
65206-5-18	Invoice	05/29/2018	741 TULARE ST	0.00	13.84	
100-5620-6512	ELECTRICITY	741 TULARE ST	13.84			
80272-5-18	Invoice	05/29/2018	745 TULARE ST	0.00	137.86	
100-5618-6512	ELECTRICITY	745 TULARE ST	137.86			
96580-5-18	Invoice	05/29/2018	558 J ST	0.00	45.05	
200-5600-6512	ELECTRICITY	558 J ST	45.05			
QUI02	QUILL CORPORATION	05/30/2018	Regular	0.00	801.88	49198
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
6978279	Invoice	05/29/2018	OFFICE SUPPLIES	0.00	194.50	
100-5200-6000	OFFICE SUPPLIES	OFFICE SUPPLIES	194.50			
7022433	Invoice	05/29/2018	OFFICE SUPPLIES	0.00	27.74	
100-5200-6000	OFFICE SUPPLIES	OFFICE SUPPLIES	27.74			
7186556	Invoice	05/29/2018	OFFICE SUPPLIES	0.00	331.46	
100-5200-6000	OFFICE SUPPLIES	OFFICE SUPPLIES	331.46			
7186617	Invoice	05/29/2018	OFFICE SUPPLIES	0.00	60.44	
100-5200-6000	OFFICE SUPPLIES	OFFICE SUPPLIES	60.44			
7189064	Invoice	05/29/2018	OFFICE SUPPLIES	0.00	113.36	
100-5200-6000	OFFICE SUPPLIES	OFFICE SUPPLIES	113.36			
7230844	Invoice	05/29/2018	OFFICE SUPPLIES	0.00	74.38	
100-5200-6000	OFFICE SUPPLIES	OFFICE SUPPLIES	74.38			
SEL01	SELECT BUSINESS SYSTEMS INC.	05/30/2018	Regular	0.00	642.64	49199
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
264277	Invoice	05/29/2018	PD TONER CARTIDAGE	0.00	10.00	
100-5400-6542	CONTRACT SERVICES	PD TONER CARTIDAGE	10.00			
264909	Invoice	05/29/2018	SHARP COPY MACHINES 4-18	0.00	632.64	
100-5100-6542	CONTRACT SERVICES	SHARP COPY MACHINES 4-18	63.26			
100-5200-6542	CONTRACT SERVICES	SHARP COPY MACHINES 4-18	63.26			
100-5400-6541	LEASE CONTRACTS	SHARP COPY MACHINES 4-18	63.27			
100-5615-6542	CONTRACT SERVICES	SHARP COPY MACHINES 4-18	63.27			
100-5620-6520	PROFESSIONAL SERVICES/	SHARP COPY MACHINES 4-18	63.26			
100-5620-6542	CONTRACT SERVICES	SHARP COPY MACHINES 4-18	63.27			
100-5700-6542	CONTRACT SERVICES	SHARP COPY MACHINES 4-18	63.26			
231-5700-6545	Contractors	SHARP COPY MACHINES 4-18	63.27			
269-6303-6520	PROFESSIONAL SERVICES/	SHARP COPY MACHINES 4-18	63.26			
400-5300-6520	PROFESSIONAL SERVICES/	SHARP COPY MACHINES 4-18	63.26			
SOLO3	SOLIS, ROSALIA	05/30/2018	Regular	0.00	96.60	49200

Check Report

Date Range: 05/10/2018 - 05/31/2018

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>5/21/18-5/22/18</u>	Invoice	05/30/2018	NIBRS MEAL & FUEL REIMB	0.00	96.60	
	<u>100-5400-6011</u>	FUEL	NIBRS MEAL & FUEL REIMB		60.60	
	<u>100-5400-6503</u>	TRAVEL, MEETINGS & TR	NIBRS MEAL & FUEL REIMB		36.00	
SPA00	SPARKLETTS	05/30/2018	Regular	0.00	100.97	49201
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>51718</u>	Invoice	05/30/2018	PD WATER	0.00	100.97	
	<u>100-5400-6002</u>	PARTS SUPPLIES	PD WATER		100.97	
FRE07	THE FRESNO BEE	05/30/2018	Regular	0.00	741.00	49202
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>332504-4-18</u>	Invoice	05/30/2018	NOTICES PUBLICATION	0.00	741.00	
	<u>100-5600-6500</u>	ORDINANCE & PUBLISHIN	NOTICES PUBLICATION		741.00	
LAW01	TIM J. LAW	05/30/2018	Regular	0.00	900.00	49203
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1583</u>	Invoice	05/30/2018	BACKGROUNDS	0.00	900.00	
	<u>100-5400-6520</u>	PROFESSIONAL SERVICES/	BACKGROUNDS		900.00	
U.S02	U.S. POST OFFICE	05/30/2018	Regular	0.00	1,452.30	49204
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>2017</u>	Invoice	05/29/2018	CONSUMER CONF. REPORTS	0.00	1,452.30	
	<u>400-5600-6012</u>	POSTAGE, SHIPPING & FR	CONSUMER CONF. REPORTS		1,452.30	
GON07	WALLY GONZALES	05/30/2018	Regular	0.00	129.46	49205
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>5/14/18-5/17/18</u>	Invoice	05/29/2018	MILEAGE REIMBURSEMENT	0.00	63.66	
	<u>100-5700-6011</u>	FUEL	MILEAGE REIMBURSEMENT		63.66	
<u>5/21/18-5/24/18</u>	Invoice	05/29/2018	MILEAGE REIMBURSEMENT	0.00	65.80	
	<u>100-5700-6011</u>	FUEL	MILEAGE REIMBURSEMENT		65.80	
CAR03	CARDENAS, DEMETRIA B.	05/30/2018	Regular	0.00	187.80	49206
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>4/24, 5/7 & 5/17</u>	Invoice	05/30/2018	PRESCHOOL AGUA PURA	0.00	38.50	
	<u>269-6303-6001</u>	OPERATIONAL SUPPLIES	PRESCHOOL AGUA PURA		38.50	
<u>5/9/18</u>	Invoice	05/30/2018	PRESCHOOL MEAL SUPPLIES	0.00	149.30	
	<u>269-6303-6504</u>	FOOD SERVICES	PRESCHOOL MEAL SUPPLIES		149.30	
COO01	COOK'S COMMUNICATIONS	05/30/2018	Regular	0.00	126,542.28	49207
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>7392-</u>	Invoice	05/30/2018	OUTFIT FOR NEW UNITS	0.00	126,542.28	
	<u>102-5400-6510</u>	TELEPHONE/DATA/PAGER	OUTFIT FOR NEW UNITS		126,542.28	
SYS00	SYSOC OF CENTRAL CALIFORNIA	05/30/2018	Regular	0.00	649.13	49208
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>184604245</u>	Invoice	05/30/2018	PRESCHOOL MEAL SUPPLIES	0.00	649.13	
	<u>269-6303-6504</u>	FOOD SERVICES	PRESCHOOL MEAL SUPPLIES		649.13	
USM01	U-SAVE MARKET	05/30/2018	Regular	0.00	466.45	49209

Check Report

Date Range: 05/10/2018 - 05/31/2018

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>5/29/18</u>	Invoice	05/30/2018	PRESCHOOL MEAL SUPPLIES	0.00	3.98	
	<u>269-6303-6504</u>	FOOD SERVICES	PRESCHOOL MEAL SUPPLIES		3.98	
<u>5-24-18</u>	Invoice	05/30/2018	PRESCHOOL MEAL SUPPLIES	0.00	152.85	
	<u>269-6303-6504</u>	FOOD SERVICES	PRESCHOOL MEAL SUPPLIES		152.85	
<u>5-29-18</u>	Invoice	05/30/2018	PRESCHOOL MEAL SUPPLIES	0.00	171.90	
	<u>269-6303-6504</u>	FOOD SERVICES	PRESCHOOL MEAL SUPPLIES		171.90	
<u>5-30-18</u>	Invoice	05/30/2018	PRESCHOOL MEAL SUPPLIES	0.00	137.72	
	<u>269-6303-6504</u>	FOOD SERVICES	PRESCHOOL MEAL SUPPLIES		137.72	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	231	127	0.00	563,858.57
Manual Checks	0	0	0.00	0.00
Voided Checks	0	9	0.00	-126,982.28
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	231	136	0.00	436,876.29

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	231	127	0.00	563,858.57
Manual Checks	0	0	0.00	0.00
Voided Checks	0	9	0.00	-126,982.28
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	231	136	0.00	436,876.29

Fund Summary

Fund	Name	Period	Amount
999	POOL FUND	5/2018	436,876.29
			436,876.29



MINUTES

A MEETING OF THE CITY COUNCIL OF THE CITY OF PARLIER AND THE SUCCESSOR AGENCY OF THE CITY OF PARLIER

**REGULAR MEETING
THURSDAY MAY 17, 2018**

CALL TO ORDER/WELCOME:

A meeting of the City Council of the City of Parlier and the Successor Agency of the City of Parlier Regular meeting was held at the City Council Chambers located at 1100 E. Parlier Avenue, Parlier, California 93648. Mayor Alma Beltran called the meeting to order at 6:40 p.m.

Roll Call:

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

Staff Present: Finance Director Antonio Gastelum, Police Chief Jose Garza, City Attorney Mary Lerner, Deputy City attorney, Lee Burke, City Manager Sam Escobar, City Engineer Philip Romero, City Planner Jeff O'Neal and Executive Assistant/Deputy City Clerk Bertha Augustine.

Flag Salute: Mayor Alma M. Beltran

ADDITIONS/DELETIONS TO THE AGENDA:

Delete item 16 under Planning Dept. . Council will table for next meeting.

PRESENTATIONS/INFORMATIONAL: None

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.

Comments from the public.

Miss Chaveria would like the Council to reconsider the cost of having a yard sale.

Council approved:

CONSENT CALENDAR:

1. Approved the Check Reports dated April 27, 2018 through May 09, 2018.
2. Approved and accepted the Minutes dated May 03, 2018.
3. Waived the second reading and adopted Ordinance 2018 -04 an Ordinance of the City Council of the City of Parlier Adding Parlier Municipal Code Title 1, Chapter 1.17 Administrative Citations, Repealing Title 6, Chapters 6.12 Nuisances and 6.13 Noise in their entirety, and replacing them with Chapter 6.11 Nuisances, Chapter 6.12 Abatement, Appeals and Administrative Hearings, and Chapter 6.13 cost Recovery.
4. Approved the correction to Minutes dated February 08, 2018 agenda item #17.
5. Approved the Food Service Agreement with Fresno Economic Opportunities Commission to continue to provide lunches to the Parlier Senior Center.

M/S/C: Motion to approve items 1,2,3,4 & 5 of the Consent Calendar by Pimentel, 2nd by Rodriguez. Vote: 5 – 0 and carried.

ADMINISTRATIVE REPORTS:**CITY COUNCIL:**

6. **SUBJECT:**Letter supporting the Benefits for the San Joaquin Valley from the Water Supply and Water Quality Act of 2018 Water Bond Initiative.

Consensus from the Council to approve the letter supporting the Benefits for the San Joaquin Valley from the Water Supply and Water Quality Act of 2018 Water Bond Initiative.

ADMINISTRATION DEPARTMENT:

7. **SUBJECT:** Approve Resolutions for jurisdictional adoption of the Regional ATP.

The City Council approved Resolution No. 2018-19 Adopting the Negative Declaration for the Fresno County Regional Active Transportation Plan and **Resolution No. 2018-20** Adopting the Fresno County Regional Active Transportation Plan.

M/S/C: Motion to approve Resolution 2018-19 Adopting the Negative Declaration for the Fresno County Regional Active Transportation Plan and Resolution 2018-20 Adopting the Fresno County Regional Active Transportation Plan by Escoto, 2nd by Maldonado. Vote: 5 – 0 and carried.

- 8. SUBJECT:** Discussion and Direction Regarding Mayor, Council Members and City Clerk Monthly Compensation; and Discussion and Direction Regarding Mayoral Mileage Reimbursement.

Staff recommends the City Council to increase salaries regarding Mayor, Council Member and City Clerk monthly salaries and regarding vehicle stipends.

- 9. SUBJECT:** Second Amendment to Lease Agreement with Time and Destiny.

The City Council approved the Second Amendment to Lease Agreement with Time and Destiny for 580 Tulare Street, Parlier. Services for AA & NA are recognized by court. Pastor Paul will go to court with clients.

M/S/G: Motion to approve the Second Amendment to Lease Agreement by Maldonado, 2nd by Pimentel. Vote: 5 – 0 and carried.

- 10. SUBJECT:** Council to consider the purchase of the EnerGov Software.

The Council approved the purchase of the EnerGov Software.

M/S/C: Motion to approve the purchase of the EnerGov Software by Pimentel, 2nd by Maldonado. Vote: 5 – 0 and carried.

ENGINEERING DEPARTMENT:

- 11. SUBJECT:** Heritage Park Construction Plans, RRM Project Number 1159-01-RC17.

The City Council adopted the 100% Construction Documents, Drawings and Specifications, dated May 07, 2018, and direct the authorization proceed with the bid.

M/S/C: Motion to adopt the 100% documents, drawings and specifications dated May 07, 2018 and direct the authorization proceed with the bid by Pimentel, 2nd by Maldonado. Vote: 5 – 0 and carried.

- 12. SUBJECT:** Intention to Levy and Collect the Annual Assessments for Landscape Maintenance and Lighting District No. 1.

The City Council adopted **Resolution No. 2018-21** of Intention to Levy and collect the Annual Assessments for Landscape Maintenance and Lighting District No. 1 and authorize the publication of the notice.

M/S/C: Motion to approve Resolution 2018-21 by Maldonado, 2nd by Pimentel. Vote: 5 – 0 and carried

FINANCE DEPARTMENT:

13. SUBJECT: Resolution SA2018-02 of the Successor Agency to the Redevelopment Agency of the City of Parlier Approving a Contract with RSG, Inc. for Successor Agency Consulting Services.

The Successor Agency approved a Professional Services Agreement with RSG, Inc., to Provide Successor Agency Administrative Consulting Services.

M/S/C: Motion to approve Resolution SA2018-02 of the Successor Agency to the Redevelopment Agency of the City of Parlier approving a contract with RSG, Inc. for Successor Agency Consulting Services by Maldonado, 2nd by Pimentel. Vote: 5 – 0 and carried.

14. SUBJECT: Finance status update by Finance Director Antonio Gastelum.

Finance Director Antonio Gastelum gave Financial status up date to Council.

PLANNING DEPARTMENT:

15. SUBJECT: Mobile Vendors

Consensus to direct staff to move forward and return to the Council with options to amend the current resolution.

***Note: This item was tabled for next meeting.**

16. SUBJECT: City Council to Consider Revision to Community Development Department Fees

RECOMMENDATION: Adjust agenda to move public hearing to June 7, 2018 regular meeting agenda.

17. SUBJECT: Relocation of EOC Headstart Program to a new City of Parlier facility.

Council gave staff direction to move forward to negotiate the lease.

BRIEF COMMENTS: COUNCIL COMMUNICATIONS/COMMENTS:

CITY MANAGER: None.

CITY ATTORNEY: Mary Lerner League of Cal City for attorneys.

CITY COUNCIL: Zediker/Manning lights take forever.

PUBLIC COMMENTS ON CLOSED SESSION: None.

(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: (10:00 p.m. – 10:23p.m.)

18. 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

19. Government Code Section 54957.6

A. CONFERENCE WITH LABOR NEGOTIATORS

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

Employee Organization: Unrepresented Employees

20. Government Code Section 54956.9 CONFERENCE WITH LEGAL CONSEL-ANTICIPATED

LITIGATION Potential initiation of Litigation Pursuant to Paragraph (4) of Subdivision (d) of
Section 54956.9 (one claim).

CLOSED SESSION ACTION.

Nothing to report.

ADJOURNMENT:

Mayor Alma Beltran adjourned the meeting at 19:23 p.m.

Dorothy Garza – City Clerk

City Resolutions adopted: 2018- 19, 20 & 21.
City Ordinances adopted: 2018-04
Successor Agency Resolutions approved: SA2018-02

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.

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MINUTES

A SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF PARLIER

**Special Meeting
Thursday May 17, 2018**

CALL TO ORDER/WELCOME:

The Special Meeting of the City Council of the City of Parlier was held in the Parlier City Council Chambers located at 1100 E. Parlier Avenue, Parlier, California 93648. The meeting was called to order at 6:30 p.m. by Mayor Alma Beltran.

Roll Call:

Mayor Alma M. Beltran, Mayor Pro-Tem Jose Escoto, Councilwoman Diane Maldonado, Councilman Noe Rodriguez, Councilman Trinidad Pimental, City Clerk Dorothy Garza. Mayor Pro-Tem Jose Escoto and Councilman Noe Rodriguez Not present at roll call, arrived at 6:34 p.m.

Staff Present: Police Chief Jose Garza, Finance Director City Attorney Mary Lerner, Deputy City Attorney Lee Burke, City Manager Sam Escobar, City Engineer Philip Romero, City Planner Jeff O'Neal, Administrative Assistant/Deputy City Clerk Bertha Augustine.

Flag Salute: *Mayor Alma M. Beltran*

ADMINISTRATIVE REPORTS:

- 1. SUBJECT:** Consultant Service Agreement for Scope of Service for Phase II and Phase III of Dispatch project.

The City Council approved the service agreement with consulting firm of Belcher, Ehle, Medina and Associates, Inc. (BEMA) to proceed with Phase II (Detailed Design) and Phase III (Implementation) of the Dispatch project between the City of Parlier and the City of Coalinga.

M/S/C: Motion by Maldonado, 2nd by Pimentel, vote 5 – 0 and carried.

2. SUBJECT:Design concepts for the Welcome signs on Manning Avenue.

After reviewing the designs it is the Consensus of the City Council to direct staff to go with the flag stone finish.

ADJOURNMENT:

Mayor Alma Beltran adjourned the Regular and Special meeting simultaneously at 10:30 p.m.

Dorothy Garza – City Clerk

Resolutions approved: None.

Ordinances approved: None

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AGENDA ITEM: 3
MEETING DATE: 6/7/18
DEPARTMENT: Recreation Dept.

REPORT TO CITY COUNCIL

SUBJECT:

Request the use of the Veterans Memorial Park for this year's Cal-Ripken's Annual Mush ball Tournament to be held on June 23-24, 2018.

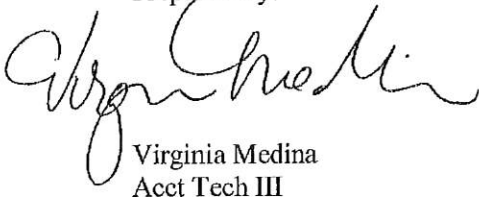
RECOMMENDATION:

Staff recommends the council consider approving the use of Veterans Memorial Park for the Cal-Ripken's Annual Mush ball Tournament. Also requesting a fee waiver for any fees associated with this park rental request. Event will begin on June 23, 2018 at 4:00PM through June 24, 2018 at 8:00AM. Use of electricity will be needed.

BACKGROUND:

The Cal-Ripken would like to utilize the Veterans Memorial Park to host their annual Mush ball Tournament. Anyone can participate in this tournament as it is open to the community.

Prepared By:


Virginia Medina
Acct Tech III

Approved By:

Samuel Escobar
City Manager



Recreation & Community Services Department

1100 E. Parlier Avenue * Parlier, California 93648 * (559) 646-3546 ext. 221 FAX (559) 646-0416

PARK REQUESTED: **Richard Flores Field** **Earl Ruth Park**
☒ **Veterans Memorial Park**

1. Applicant/Contact Person: Diego Garcia (Cal-Ripken League)
2. Telephone No: 559 776-8522
3. Address: 8575 Azalea Ave
4. Type of Event: Cal-Ripken All nighter MUSHBALL Tournament
5. Date Requested: JUNE 23-24 Hours: 4 PM to 8 AM

Rental Fee is \$35.00 an hour \$35.00 x _____ hr. (s) = _____

6. List any type of entertainment that will be provided: _____

7. Will electricity be required: ☒ yes ☐ no Hours: 7 PM to 6 AM

*Electricity rate is charged at \$25.00 an hour \$25.00 x _____ hr. (s) = _____

Insurance: Provide copy of your homeowners/liability insurance insuring the City of Parlier for your event or any other insurance agency releasing all liability to the City of Parlier.

CONSUMPTION OR POSSESSION OF ALCOHOLIC BEVERAGES IS PROHIBITED PER
CITY ORDINANCE #84-06, SECTION 12.08.040

NOTE: NO VEHICLES ON GRASS AREA/SIDEWALK OR WILL BE TOWED

Diego Garcia
Applicant/Responsible Party

5/17/18
Date

Diego Garcia
Recreation Department

5/17/18
Date

FOR OFFICE USE ONLY

FEES:

Deposit Fee: **\$35.00**

Deposit Paid on: _____ Received By: _____

Deposit Fee: \$35.00 (100.23101)
Hourly Fee: _____ (100.45200)
Electricity Fee: _____ (100.45200)

Payments Received:

Date: _____ Amount: _____ Received By: _____

TOTAL FEES: _____

Calculated by: _____

Date: _____ Amount: _____ Received By: _____

Date: _____ Amount: _____ Received By: _____

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/31/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER K&K INSURANCE GROUP, INC. 1712 MAGNAVOX WAY PO BOX 2338 FORT WAYNE IN 46801		CONTACT NAME: Cheryl Pettibone PHONE (A/C, No. Ext): 800-736-7368 FAX (A/C, No): 847-953-2873 E-MAIL ADDRESS: Cheryl.Pettibone@kandkinsurance.com															
INSURED MEMBER NO: PARLIER CAL RIPKEN LEAGUE DBA: Parlier Cal Ripken 8533 S Parlier Court Parlier, CA, 93648		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Nationwide Mutual Insurance Company</td> <td>23787</td> </tr> <tr> <td>INSURER B: Nationwide Life Insurance Company</td> <td>66860</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: Nationwide Mutual Insurance Company	23787	INSURER B: Nationwide Life Insurance Company	66860	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			RPG-278669-00	02/01/2017 12:01 AM	02/01/2018 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS-COMP/OP AGG \$1,000,000 PARTICIPANT LEGAL LIABILITY \$1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			RPG-278669-00	02/01/2017 12:01 AM	02/01/2018 12:01 AM	COMBINED SINGLE LIMIT (Ea Accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB # OCCUR EXCESS LIAB # CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
B	PARTICIPANT ACCIDENT			SPX-278671-00	02/01/2017 12:01 AM	02/01/2018 12:01 AM	Excess Medical \$250,000 AD&D \$ 15,000


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ADDITIONAL INSURED: ANY PERSON, ORGANIZATION OR ENTITY WHO IS ENGAGED IN PROVIDING THE PREMISES, IS A SPONSOR OR CO-PROMOTER, BUT SOLELY WITH RESPECT TO THE OPERATIONS OF THE NAMED INSURED.

SEXUAL ABUSE/MOLESTATION: \$1,000,000 PER OCCURRENCE/\$2,000,000 AGGREGATE

CERTIFICATE HOLDER

CANCELLATION

Evidence of Coverage	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



AGENDA ITEM: 4
MEETING DATE: 06/07/2018
DEPARTMENT: Engineering

REPORT TO CITY COUNCIL

SUBJECT:

Resolution for Final Acceptance of the Manning Avenue Westbound Lanes Reconstruction from Newmark Avenue to Zediker Avenue, Federal Project No. STPL-5252(019).

RECOMMENDATION:

Staff recommends the City Council adopt Resolution 2018-____, accepting the work for the Manning Avenue Westbound Lanes Reconstruction from Newmark Avenue to Zediker Avenue, Federal Project No. STPL-5252(019) and authorize the City Engineer to record the Notice of Completion.

EXECUTIVE SUMMARY:

Don Berry Construction, Inc. has completed the work required for the Manning Avenue Westbound Lanes Reconstruction from Newmark Avenue to Zediker Avenue, Federal Project No. STPL-5252(019). The work has been inspected by the Public Works Inspector and found to be in compliance with the plans and specifications.

BACKGROUND:

The project consisted of street reconstruction on the Westbound Lanes along Manning Avenue from Newmark Avenue and Zediker Avenue, install new concrete curb, gutter and sidewalk, concrete drive approaches, ADA handicap ramps, and street lights along the north side of Manning Avenue. The project was funded by Regional Surface Transportation Project (RSTP) funds

FISCAL IMPACT:

The total project cost was \$959,989.00, including design engineering and construction management. The project was funded with \$936,400.00 from RSTP and lifeline funds and \$23,589.00 from Local Transportation Funds.

Prepared By:

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

Approved By:

Samuel Escobar
City Manager

Attachments: Resolution 2018-____

____ Finance Director _____ Attorney _____ City Manager

RESOLUTION NO. 2018- ____

CITY OF PARLIER

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARLIER, CALIFORNIA,
ACCEPTING IMPROVEMENTS AND AUTHORIZING FILING OF THE NOTICE OF
COMPLETION FOR THE MANNING AVENUE WESTBOUND LANES RECONSTRUCTION
FROM NEWMARK AVENUE TO ZEDIKER AVENUE,
FEDERAL PROJECT NO. STPL-5252(019)**

WHEREAS, Don Berry Construction, Inc. has completed the work for the Manning Avenue Westbound Lanes Reconstruction from Newmark Avenue to Zediker Avenue, Federal Project No. STPL-5252(019); and

WHEREAS, the City Public Works Inspector has inspected the improvements required by the City and all improvements required by the City have been completed; and

WHEREAS, the City Engineer recommends acceptance of the Manning Avenue Westbound Lanes Reconstruction from Newmark Avenue to Zediker Avenue, Federal Project No. STPL-5252(019) and requests Council to authorize the City Engineer to record the Notice of Completion for the Project.

NOW THEREFORE, IT IS HERBY RESOLVED by the City Council of the City of Parlier as follows:

1. Accepts the Manning Avenue Westbound Lanes Reconstruction from Newmark Avenue to Zediker Avenue, Federal Project No. STPL-5252(019) and authorizes the City Engineer to record the Notice of Completion.

I hereby certify that the foregoing is a full, true and correct copy of a Resolution duly and regularly adopted by the City Council of the City of Parlier at a meeting thereof held on the 7th day of June, 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Alma M. Beltran, Mayor

ATTEST:

Bertha Augustine, Deputy City Clerk



AGENDA ITEM: 5

MEETING DATE: 06/07/2018

DEPARTMENT: Engineering

REPORT TO CITY COUNCIL

SUBJECT:

Tract 5607, Phase 1 – Improvement Plans
Vanguard Construction Services, Inc.

RECOMMENDATION:

Staff recommends the City Council approve the Final Acceptance of Work for Tract 5607, Phase 1 and adopt Resolution 2018-____, “Authorizing Final Acceptance and Notice of Completion” and authorize the City Engineer to record the Notice of Completion.

EXECUTIVE SUMMARY:

Vanguard Construction Services, Inc. has completed the offsite work required for Tract 5607, Phase 1 project. The work has been inspected by our Public Works Inspector and found to be in compliance with the plans and specifications.

BACKGROUND:

The project included the construction of offsite facilities along Fifth Street, Jasmine Street, Gardenia Avenue and Azalea Avenue that included pavement, curb and gutter, sidewalk, ADA ramps, drive approaches, sewer facilities, water facilities, storm drain facilities and street lights.

FISCAL IMPACT:

No Fiscal Impact to the City.

Prepared By:

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

Approved By:

Samuel Escobar
City Manager

Attachments: Resolution 2018-____, Authorizing Final Acceptance and Notice of Completion

____ Finance Director _____ Attorney _____ City Manager

RESOLUTION NO. 18-____

CITY OF PARLIER

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARLIER, CALIFORNIA,
AUTHORIZING FINAL ACCEPTANCE AND NOTICE OF COMPLETION
FOR TRACT 5607, PHASE 1**

WHEREAS, Vanguard Construction Services, Inc. has completed the offsite work for Tract 5607, Phase 1 east of Foothill Avenue south of Fifth Street and;

WHEREAS, the City Public Works Inspector has inspected the offsite improvements required by the City and all improvements required by the City have been completed; and

WHEREAS, the City Engineer recommends acceptance of Tract 5607, Phase 1 and requests Council to authorize the City Engineer to record the Notice of Completion for the project.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Parlier hereby ACCEPTS Tract 5607, Phase 1 and authorizes the City Engineer to record the Notice of Completion.

I hereby certify that the foregoing is a full, true and correct copy of a Resolution duly and regularly adopted by the City Council of the City of Parlier at a meeting thereof held on the 7th day of June, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Alma M. Beltran, Mayor

ATTEST:

Bertha Augustine, Deputy City Clerk



AGENDA ITEM: 6
MEETING DATE: 06/07/2018
DEPARTMENT: Engineering

REPORT TO CITY COUNCIL

SUBJECT:

Resolution for Final Acceptance of the ATP Pedestrian and Bike Path Improvements along the north side of Manning Avenue from Mendocino Avenue to 1285 east of Mendocino Avenue and Mendocino/Tuolumne Intersection Improvements, State Project No. ATPL-5252(023).

RECOMMENDATION:

Staff recommends the City Council adopt Resolution 2018-___, accepting the work for the ATP Pedestrian and Bike Path Improvements along the north side of Manning Avenue from Mendocino Avenue to 1285 east of Mendocino Avenue and Mendocino/Tuolumne Intersection Improvements, State Project No. ATPL-5252(023) and authorize the City Engineer to record the Notice of Completion.

EXECUTIVE SUMMARY:

Bush Engineering, Inc. has completed the work required for the ATP Pedestrian and Bike Path Improvements along the north side of Manning Avenue from Mendocino Avenue to 1285 east of Mendocino Avenue and Mendocino/Tuolumne Intersection Improvements, State Project No. ATPL-5252(023). The work has been inspected by the Public Works Inspector and found to be in compliance with the plans and specifications.

BACKGROUND:

The project consisted of the street construction, concrete curb and gutter, sidewalk and drive approaches along Manning Avenue and crossing facilities in the intersection of Mendocino and Tuolumne Avenues. The project was funded by Active Transportation Program (ATP) funds.

FISCAL IMPACT:

The total project cost was \$383,503.00, including design engineering and construction management. The project was funded with \$200,000.00 from ATP funds and \$183,503.00 from Local Transportation Funds.

Prepared By:

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

Approved By:

Samuel Escobar
City Manager

Attachments: Resolution 2018-____

____ Finance Director ____ Attorney ____ City Manager

RESOLUTION NO. 2018- ____

CITY OF PARLIER

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARLIER, CALIFORNIA,
ACCEPTING IMPROVEMENTS AND AUTHORIZING FILING OF THE NOTICE OF
COMPLETION FOR ACTIVE TRANSPORTATION PROGRAM (ATP) PEDESTRIAN AND
BIKE PATH IMPROVEMENTS ALONG THE NORTH SIDE OF MANNING AVENUE FROM
MENDOCINO AVENUE TO 1285 FEET EAST OF MENDOCINO AVENUE AND
MENDOCINO/TUOLUMNE INTERSECTION IMPROVEMENTS,
STATE PROJECT NO. ATPL-5252(023)**

WHEREAS, Bush Engineering, Inc. has completed the work for the ATP Pedestrian and Bike Path Improvements along the north side of Manning Avenue from Mendocino Avenue to 1285 east of Mendocino Avenue and Mendocino/Tuolumne Intersection Improvements, State Project No. ATPL-5252(023); and

WHEREAS, the City Public Works Inspector has inspected the improvements required by the City and all improvements required by the City have been completed; and

WHEREAS, the City Engineer recommends acceptance of the ATP Pedestrian and Bike Path Improvements along the north side of Manning Avenue from Mendocino Avenue to 1285 east of Mendocino Avenue and Mendocino/Tuolumne Intersection Improvements, State Project No. ATPL-5252(023) and requests Council to authorize the City Engineer to record the Notice of Completion for the Project.

NOW THEREFORE, IT IS HERBY RESOLVED by the City Council of the City of Parlier as follows:

1. Accepts the ATP Pedestrian and Bike Path Improvements along the north side of Manning Avenue from Mendocino Avenue to 1285 east of Mendocino Avenue and Mendocino/Tuolumne Intersection Improvements, State Project No. ATPL-5252(023) and authorizes the City Engineer to record the Notice of Completion.

I hereby certify that the foregoing is a full, true and correct copy of a Resolution duly and regularly adopted by the City Council of the City of Parlier at a meeting thereof held on the 7th day of June, 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Alma M. Beltran, Mayor

ATTEST:

Bertha Augustine, Deputy City Clerk



AGENDA ITEM: 7
MEETING DATE: 06/07/2018
DEPARTMENT: Engineering

REPORT TO CITY COUNCIL

SUBJECT:

Authorizing the City Manager to sign Federal and State Funding Program Financial Agreements and Right-of-Way Certifications on behalf of the City of Parlier.

RECOMMENDATION:

Staff recommends the City Council approve Resolution 2018-____, authorizing the City Manager to sign Federal and State Funding Program Financial Agreements and Right-of-Way Certifications on behalf of the City of Parlier.

BACKGROUND:

The City of Parlier is eligible to receive Federal and/or State funding for certain transportation projects through the California Department of Transportation whereas Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements and/or Fund Transfer agreements need to be executed with the California Department of Transportation before such funds could be claimed. Federal and/or state funded projects sometimes require that right-of-way be certified by the City of Parlier prior to construction and the City of Parlier is required to execute Right-of-Way Certifications and submit these certifications to the California Department of Transportation for approval prior to receipt of construction funding. The City of Parlier wishes to delegate authorization to the City Manager to execute these agreements and any amendments thereto and to delegate authorization to execute these Right-of-Way Certifications and any amendments thereto.

Approving this Resolution will allow city staff to expedite the signing of these documents and getting the City Reimbursed for federal and state funded projects.

FISCAL IMPACT:

There will be savings to the City as less staff time will be needed to process these documents.

Prepared By:

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

Approved By:

Samuel Escobar
City Manager

Attachments: Resolution 2018-____.

____ Finance Director _____ Attorney _____ City Manager

RESOLUTION NO. 2018- ____

CITY OF PARLIER

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARLIER, CALIFORNIA,
AUTHORIZING THE CITY MANAGER TO SIGN FEDERAL AND STATE FUNDING
PROGRAM FINANCIAL AGREEMENTS AND RIGHT-OF-WAY CERTIFICATIONS
ON BEHALF OF THE CITY**

WHEREAS, the City of Parlier is eligible to receive Federal and/or State funding for certain transportation projects through the California Department of Transportation; and

WHEREAS, Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements and/or Fund Transfer agreements need to be executed with the California Department of Transportation before such funds could be claimed; and

WHEREAS, the City of Parlier wishes to delegate authorization to execute these agreements and any amendments thereto; and

WHEREAS, federal and/or state funded projects require that right-of-way be certified by the City of Parlier prior to constructions; and

WHEREAS, the City of Parlier is required to execute Right-of-Way Certifications and submit these certifications to the California Department of Transportation for approval prior to receipt of construction funding; and

WHEREAS, the City of Parlier wished to delegate authorization to execute these Right-of-Way Certifications and any amendments thereto.

NOW THEREFORE, IT IS HERBY RESOLVED by the City Council of the City of Parlier as follows:

1. Authorize the City Manager to execute all Master Agreements, Program Supplement Agreements, Fund Exchange Agreements, Fund Transfer Agreements and/or any amendments thereto for federal or state funded transportation projects with the California Department of Transportation on behalf of the City of Parlier; and
2. Authorize the City Manager to sign Right-of-Way Certifications on behalf of the City of Parlier.

I hereby certify that the foregoing is a full, true and correct copy of a Resolution duly and regularly adopted by the City Council of the City of Parlier at a meeting thereof held on the 7th day of June, 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Alma M. Beltran, Mayor

ATTEST:

Bertha Augustine, Deputy City Clerk

MASTER AGREEMENT
ADMINISTERING AGENCY-STATE AGREEMENT FOR
FEDERAL-AID PROJECTS

06 City of Parlier

District Administering Agency

Agreement No. 06-5252F15

This AGREEMENT, is entered into effective this _____ day of _____, 20____, by and between City of Parlier, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Congress of the United States has enacted the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 and subsequent Transportation Authorization Bills to fund transportation programs; and
2. WHEREAS, the Legislature of the State of California has enacted legislation by which certain federal-aid funds may be made available for use on local transportation related projects of public entities qualified to act as recipients of these federal-aid funds in accordance with the intent of federal law; and
3. WHEREAS, before federal funds will be made available for a specific program project, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving federal funds for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project-specific "Authorization/Agreement Summary", herein referred to as "E-76" document, is approved by STATE and the Federal Highway Administration (FHWA).
2. The term "PROJECT", as used herein, means that authorized transportation related project and related activities financed in part with federal-aid funds as more fully-described in an "Authorization/ Agreement Summary" or "Amendment/Modification Summary", herein referred to as "E-76" or "E-76 (AMOD)" document authorized by STATE and the Federal Highway Administration (FHWA).
3. The E-76/E-76 (AMOD) shall designate the party responsible for implementing PROJECT, type of work and location of PROJECT.
4. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive federal-aid funds from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these federal funds that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all of the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.
5. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT within ninety (90) days of receipt. The PARTIES agree that STATE may suspend future authorizations/obligations and invoice payments for any on-going or future federal-aid project performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned within that ninety (90) day period unless otherwise agreed by STATE in writing.
6. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of federal funds encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all of the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.
7. Federal, state and matching funds will not participate in PROJECT work performed in advance of the approval of the E-76 or E-76 (AMOD), unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT. ADMINISTERING AGENCY agrees that it will only proceed with the work authorized for that specific phase(s) on the project-specific E-76 or E-76 (AMOD). ADMINISTERING AGENCY further agrees to not proceed with future phases of PROJECT prior to receiving an E-76 (AMOD) from STATE for that phase(s) unless no further federal funds are needed or for those future phase(s).

8. That PROJECT or portions thereof, must be included in a federally approved Federal Statewide Transportation Improvement Program (FSTIP) prior to ADMINISTERING AGENCY submitting the "Request for Authorization".

9. ADMINISTERING AGENCY shall conform to all state statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

10. If PROJECT is not on STATE-owned right of way, PROJECT shall be constructed in accordance with LOCAL ASSISTANCE PROCEDURES that describes minimum statewide design standards for local agency streets and roads. LOCAL ASSISTANCE PROCEDURES for projects off the National Highway System (NHS) allow STATE to accept either the STATE's minimum statewide design standards or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current LOCAL ASSISTANCE PROCEDURES.

11. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and, where appropriate, an executed Cooperative Agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights of way or work which affects STATE facilities.

12. When PROJECT is not on the State Highway System but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.

13. If PROJECT is using STATE funds, the Department of General Services, Division of the State Architect, or its designee, shall review the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. ADMINISTERING AGENCY shall not award a PROJECT construction contract for these types of improvements until the State Architect has issued written approval stating that the PROJECT plans and specifications comply with the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

14. ADMINISTERING AGENCY will advertise, award and administer PROJECT in accordance with the current LOCAL ASSISTANCE PROCEDURES unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT.

15. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. While consultants may perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer, ADMINISTERING AGENCY shall provide a full-time employee to be in responsible charge of each PROJECT who is not a consultant.

16. ADMINISTERING AGENCY shall submit PROJECT-specific contract award documents to STATE's District Local Assistance Engineer within sixty (60) days after contract award. A copy of the award documents shall also be included with the submittal of the first invoice for a construction contract by ADMINISTERING AGENCY.

17. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Report of Expenditures" within one hundred eighty (180) days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LOCAL ASSISTANCE PROCEDURES.

18. ADMINISTERING AGENCY shall comply with: (i) section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in federally assisted programs; (ii) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (iii) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

19. The Congress of the United States, the Legislature of the State of California and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM (Exhibit A attached hereto) and the NONDISCRIMINATION ASSURANCES (Exhibit B attached hereto). ADMINISTERING AGENCY further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of PROJECT-related work shall incorporate Exhibits A and B (with third party's name replacing ADMINISTERING AGENCY) as essential parts of such agreement to be enforced by that third party as verified by ADMINISTERING AGENCY.

ARTICLE II - RIGHTS OF WAY

1. No contract for the construction of a federal-aid PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights of way are available for construction purposes or will be available by the time of award of the construction contract.
2. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right of way for a PROJECT, including, but not limited to, being clear as certified or if said right of way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. The furnishing of right of way as provided for herein includes, in addition to all real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of relocation costs and damages to remainder real property not actually taken but injuriously affected by PROJECT. ADMINISTERING AGENCY shall pay, from its own non-matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights of way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.
3. Subject to STATE approval and such supervision as is required by LOCAL ASSISTANCE PROCEDURES over ADMINISTERING AGENCY's right of way acquisition procedures, ADMINISTERING AGENCY may claim reimbursement from federal funds for expenditures incurred in purchasing only the necessary rights of way needed for the PROJECT after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.
4. When real property rights are to be acquired by ADMINISTERING AGENCY for a PROJECT, said ADMINISTERING AGENCY must carry out that acquisition in compliance with all applicable State and Federal laws and regulations, in accordance with State procedures as published in State's current LOCAL ASSISTANCE PROCEDURES and STATE's Right-of-Way Manual, subject to STATE oversight to ensure that the completed work is acceptable under the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
5. Whether or not federal-aid is to be requested for right of way, should ADMINISTERING AGENCY, in acquiring right of way for PROJECT, displace an individual, family, business, farm operation, or non-profit organization, relocation payments and services will be provided as set forth in 49 CFR, Part 24. The public will be adequately informed of the relocation payments and services which will be available, and, to the greatest extent practicable, no person lawfully occupying real property shall be required to move from his/her dwelling or to move his/her business or farm operation without at least ninety (90) days written notice from ADMINISTERING AGENCY. ADMINISTERING AGENCY will provide STATE with specific assurances, on each portion of the PROJECT, that no person will be displaced until comparable decent, safe and sanitary replacement housing is available within a reasonable period of time prior to displacement, and that ADMINISTERING AGENCY's relocation program is realistic and adequate to provide orderly, timely and efficient relocation of PROJECT-displaced persons as provided in 49 CFR, Part 24.

6. ADMINISTERING AGENCY shall, along with recording the deed or instrument evidencing title in the name of the ADMINISTERING AGENCY or their assignee, also record an Agreement Declaring Restrictive Covenants (ADRC) as a separate document incorporating the assurances included within Exhibits A and B and Appendices A, B, C and D of this AGREEMENT, as appropriate.

ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.

2. Upon ADMINISTERING AGENCY's acceptance of the completed federal-aid construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and FHWA and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE and FHWA. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future federal-aid projects of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE and FHWA. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the California Transportation Commission (CTC).
2. STATE'S financial commitment of federal funds will occur only upon the execution of this AGREEMENT, the authorization of the project-specific E-76 or E-76 (AMOD), the execution of each project-specific PROGRAM SUPPLEMENT, and STATE's approved finance letter.
3. ADMINISTERING AGENCY may submit signed invoices in arrears for reimbursement of participating PROJECT costs on a regular basis once the project-specific PROGRAM SUPPLEMENT has been executed by STATE.
4. ADMINISTERING AGENCY agrees, at a minimum, to submit invoices at least once every six (6) months commencing after the funds are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future authorizations/obligations, and invoice payments for any on-going or future federal-aid project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six (6) month period.
5. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.
6. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
7. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursement of actual allowable PROJECT costs already incurred and paid for by ADMINISTERING AGENCY.
8. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.
9. Once PROJECT has been awarded, STATE reserves the right to de-obligate any excess federal funds from the construction phase of PROJECT if the contract award amount is less than the obligated amount, as shown on the PROJECT E-76 or E-76 (AMOD).
10. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

11. The estimated total cost of PROJECT, the amount of federal funds obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES hereto with a finance letter, a detailed estimate, if required, and approved E-76 (AMOD). Federal-aid funding may be increased to cover PROJECT cost increases only if such funds are available and FHWA concurs with that increase.

12. When additional federal-aid funds are not available, ADMINISTERING AGENCY agrees that the payment of federal funds will be limited to the amounts authorized on the PROJECT specific E-76 / E-76 (AMOD) and agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

13. ADMINISTERING AGENCY shall use its own non-federal funds to finance the local share of eligible costs and all expenditures or contract items ruled ineligible for financing with federal funds. STATE shall make the determination of ADMINISTERING AGENCY's cost eligibility for federal fund financing of PROJECT costs.

14. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

15. Federal and state funds allocated from the State Transportation Improvement Program (STIP) are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and STATE.

16. Federal funds encumbered for PROJECT are available for liquidation for a period of six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. State funds encumbered for PROJECT are available for liquidation only for six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. Federal or state funds not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance (per Government Code section 16304). The exact date of fund reversion will be reflected in the STATE signed finance letter for PROJECT.

17. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

18. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

19. ADMINISTERING AGENCY agrees, and will ensure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

20. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

21. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

22. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided hereunder or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty 30 days of demand, or within such other period as may be agreed to in writing between the PARTIES, STATE, acting through the State Controller, the State Treasurer, or any other public entity or agency, may withhold or demand a transfer of an amount equal to the amount paid by or owed to STATE from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may withhold approval of future ADMINISTERING AGENCY federal-aid projects.

23. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, pursuant to Article IV - 22, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

24. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover State funds improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

ARTICLE V
AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of ARTICLE V.
2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.
3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.
4. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year. The Federal Funds received under a PROGRAM SUPPLEMENT are a part of the Catalogue of Federal Domestic Assistance (CFDA) 20.205.
5. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.
6. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contract over \$10,000, or other contracts over \$25,000 (excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)) on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions 5, 6, 17, 19 and 20 of ARTICLE IV, FISCAL PROVISIONS, and provisions 1, 2, and 3 of this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING RECORDS RETENTION AND REPORTS.

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner as required of all other PROJECT expenditures.

9. In addition to the above, the pre-award requirements of third-party contractor/consultants with ADMINISTERING AGENCY should be consistent with the LOCAL ASSISTANCE PROCEDURES.

ARTICLE VI - FEDERAL LOBBYING ACTIVITIES CERTIFICATION

1. By execution of this AGREEMENT, ADMINISTERING AGENCY certifies, to the best of the signatory officer's knowledge and belief, that:

A. No federal or state appropriated funds have been paid or will be paid, by or on behalf of ADMINISTERING AGENCY, to any person for influencing or attempting to influence an officer or employee of any STATE or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any STATE or federal contract, including this AGREEMENT, the making of any STATE or federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any STATE or federal contract, grant, loan, or cooperative contract.

B. If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this AGREEMENT, grant, local, or cooperative contract, ADMINISTERING AGENCY shall complete and submit Standard Form-LLL, "Disclosure Form to Rep Lobbying," in accordance with the form instructions.

C. This certification is a material representation of fact upon which reliance was placed when this AGREEMENT and each PROGRAM SUPPLEMENT was or will be made or entered into. Submission of this certification is a prerequisite for making or entering into this AGREEMENT imposed by Section 1352, Title 31, United States Code. Any party who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. ADMINISTERING AGENCY also agrees by signing this AGREEMENT that the language of this certification will be included in all lower tier sub-agreements which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

ARTICLE VII - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all state funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and the relevant Federal Regulations.
2. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
3. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE or the federal government.
4. Each project-specific E-76 or E-76 (AMOD), PROGRAM SUPPLEMENT and Finance Letter shall separately establish the terms and funding limits for each described PROJECT funded under the AGREEMENT. No federal or state funds are obligated against this AGREEMENT.
5. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT. ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.
6. ADMINISTERING AGENCY warrants, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the work actually performed, or in STATE's discretion, to deduct from the price of consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
7. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.
8. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE, FHWA or Federal Transit Administration (FTA) that may have an impact upon the outcome of this AGREEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of this AGREEMENT.
9. ADMINISTERING AGENCY hereby certifies that it does not have nor shall it acquire any financial or business interest that would conflict with the performance of PROJECT under this AGREEMENT.

10. ADMINISTERING AGENCY warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the work actually performed, or to deduct from the PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

11. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Officer who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Officer.

12. Neither the pending of a dispute nor its consideration by the Contract Officer will excuse ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT.

13. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

14. Neither STATE nor any officer or employee thereof shall be responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under, or in connection with, any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. STATE reserves the right to terminate funding for any PROJECT upon written notice to ADMINISTERING AGENCY in the event that ADMINISTERING AGENCY fails to proceed with PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT, the bonding requirements if applicable, or otherwise violates the conditions of this AGREEMENT and/or PROGRAM SUPPLEMENT, or the funding allocation such that substantial performance is significantly endangered.

16. No termination shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if not reasonably susceptible of cure within said thirty (30) day period, ADMINISTERING AGENCY proceeds thereafter to complete the cure in a manner and time line acceptable to STATE. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

17. In case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT, the terms stated in that PROGRAM SUPPLEMENT shall prevail over those in this AGREEMENT.

18. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

19. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT by their duly authorized officers.

STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

City of Parlier

By _____

By _____

Chief, Office of Project Implementation
Division of Local Assistance

City of Parlier
Representative Name & Title
(Authorized Governing Body Representative)

Date _____

Date _____

EXHIBIT A

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

EXHIBIT B

NONDISCRIMINATION ASSURANCES

ADMINISTERING AGENCY HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which ADMINISTERING AGENCY receives federal financial assistance from the Federal Department of Transportation. ADMINISTERING AGENCY HEREBY GIVES ASSURANCE THAT ADMINISTERING AGENCY will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, ADMINISTERING AGENCY hereby gives the following specific assurances with respect to its federal-aid Program:

1. That ADMINISTERING AGENCY agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.

2. That ADMINISTERING AGENCY shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the federal-aid Program and, in adapted form, in all proposals for negotiated agreements:

ADMINISTERING AGENCY hereby notifies all bidders that it will affirmatively ensure that in any agreement entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That ADMINISTERING AGENCY shall insert the clauses of Appendix A of this assurance in every agreement subject to the ACT and the REGULATIONS.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.

APPENDIX A TO EXHIBIT B

During the performance of this Agreement, ADMINISTERING AGENCY, for itself, its assignees and successors in interest (hereinafter collectively referred to as ADMINISTERING AGENCY) agrees as follows:

(1) Compliance with Regulations: ADMINISTERING AGENCY shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: ADMINISTERING AGENCY, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. ADMINISTERING AGENCY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by ADMINISTERING AGENCY for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by ADMINISTERING AGENCY of the ADMINISTERING AGENCY's obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: ADMINISTERING AGENCY shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to ADMINISTERING AGENCY's books, records, accounts, other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of ADMINISTERING AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, ADMINISTERING AGENCY shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts ADMINISTERING AGENCY has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of ADMINISTERING AGENCY's noncompliance with the nondiscrimination provisions of this agreement, STATE shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to ADMINISTERING AGENCY under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: ADMINISTERING AGENCY shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. ADMINISTERING AGENCY shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event ADMINISTERING AGENCY becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, ADMINISTERING AGENCY may request STATE enter into such litigation to protect the interests of STATE, and, in addition, ADMINISTERING AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

The following clauses shall be included in any and all deeds effecting or recording the transfer of PROJECT real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that ADMINISTERING AGENCY will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the ADMINISTERING AGENCY all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto ADMINISTERING AGENCY and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on ADMINISTERING AGENCY, its successors and assigns.

ADMINISTERING AGENCY, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (:); (and) *

(2) that ADMINISTERING AGENCY shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (:); and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed. *

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C TO EXHIBIT B

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7(a) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX D TO EXHIBIT B

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7 (b) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

(1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY, and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

AGENDA ITEM: 8

MEETING DATE: _____

REPORT TO CITY COUNCIL

SUBJECTS:

Resolution No: 2018- _____ , approving the local agreement with California Department of Education for the purpose of providing Child Care and Development Services at Parlier Academy of Excellence and authorizing the City Manager to sign the 2018-2019 Fiscal Year State Preschool contract documents
Number: CSPP 8066 In the amount of \$982,463.

RECOMMENDATIONS:

It is recommended that the council approve Resolution No. 2018- _____ approving the agreement with the California Department of Education for the purpose of providing child care and development services and authorizing the City Manager to sign contract documents for the Fiscal Year 2018-2019.

Background:

This contract is effective from July 1, 2018 through June 30, 2019. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of the Reimbursable amount section of the FT&C, at a rate of \$45.73 per child per day of full time enrollment and a Maximum Reimbursable Amount (MRA) of \$982,463.

Prepared By:

Approved By:

Demetria B. Cardenas

Samuel Escobar

Program Director, Parlier Academy of Excellence

City Manager

Resolution No. 2018-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARLIER APPROVING AN AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF EDUCATION FOR THE PURPOSE OF PROVIDIING CHILD CARE AND DEVELOPMENT SERVICES AND AUTHORIZING THE CITY MANAGER TO CONTRACT AND SIGN DOCUMENTS FOR THE FISCAL YEAR OF 2018-2019.

Be it resolved that the Governing Board of the City of Parlier authorizes entering into local agreement Contract Number: CSPP 8066: Program type State Preschool and that persons who are listed below are authorized to sign transactions for the Governing Board of the City of Parlier:

Name: Samuel Escobar, Title: City Manager: Signature: _____

Passed and adopted this 7th day of June, 2018, by the City Council of the City of Parlier.

.....

I hereby certify the forgoing is a full, true and correct copy of a resolution duly and regularly adopted by the City Council of the City of Parlier at a meeting held on the 7th day of June, 2018 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Dorothy Garza, City Clerk



AGENDA ITEM: 9
MEETING DATE: June 7, 2018
DEPARTMENT: Finance

REPORT TO THE CITY COUNCIL

SUBJECT:

Sewer and Refuse Rate Hearing

RECOMMENDATION:

Staff recommends the City Council approve revised sewer and refuse rates to be effective July 1, 2018. A proposed resolution is attached.

BACKGROUND:

A rate study, dated April 12, 2018 (attached), was conducted by Dan Bergmann of IGService. The rate study reviews revenue and expenses for both the sewer and refuse enterprise funds, and also reviews specific rates charged to customers to assure they are consistent with the cost of providing services.

As the rate study was progressing, presentations were made to City Council on February 8, 2018, and again on March 8, 2018. At the March 8th meeting, City Council approved sending rate increase notices to all Parlier residents. The notices were sent on April 18, 2018 (notice attached).

For both the sewer and refuse enterprises, rates are increased over a five-year period. For sewer, the initial increases are primarily to industrial customers. For refuse, the initial increases are primarily to the commercial customers. For the second through the fifth years, the increases are even for all customer classes. Detailed explanations for the rate setting methodology can be found in the rate study.

FISCAL IMPACT:

Revenue is increased for the sewer fund such that the fund balance can recover from being negative in five years. It is presently over \$700,000 negative. Revenue is increased for the refuse fund such that it can recover a slight negative balance presently and stay in the black moving forward. Increased revenue from rates for the sewer and refuse enterprise funds relieves the pressure on the general fund needed for other city services.

PREPARED BY:

Dan Bergmann, IGService

Attachments: 1) Proposed Resolution approving new sewer and refuse rates
2) Sewer and Refuse Rate Study dated April 12, 2018
3) Proposition 218 rate increase notice sent April 18, 2018

_____ Finance Director _____ Attorney _____ City Manager

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARLIER APPROVING
REVISED REFUSE AND SEWER RATES EFFECTIVE
JULY 1, 2018 TO ASSIGN APPROPRIATE COST OF SERVICE RATES**

WHEREAS, Parlier Municipal Code Sections 6.20.040 (refuse) and 13.50.010 (sewer) provide for the establishment of refuse and sewer rates by Resolution of the City Council; and

WHEREAS, a Sewer and Refuse Rate Study has been completed by IGService, the final version of which is dated April 12, 2018, (Rate Study) describing details of the rate modifications and increases and the method used to calculate the rate modifications and increases; and

WHEREAS, the Rate Study accomplished two purposes: 1) Rates are adjusted such that customer charges are consistent with the cost of services provided and 2) Overall revenue is increased over five years beginning July 1, 2018, as shown in the rate schedules attached in Exhibit "A;" and

WHEREAS, the City Council of the City of Parlier conducted public presentations during which the rate work was discussed, and comments and questions received from the public on the prospective rates on February 8, 2018 and March 8, 2018; and

WHEREAS, according to the requirements of California Proposition 218 and Government Code section 53750, notices were mailed out on April 18, 2018, to all record owners of each parcel and current residents in Parlier; and

WHEREAS, a public hearing to consider the proposed new refuse and sewer rates and any protests to such rates was held at a public meeting on June 7, 2018, before the City Council of the City of Parlier, which meeting and hearing was more than 45 days after the notice to property owners was mailed; and

WHEREAS, written protests to the proposed revised rates were not presented by a majority of the owners of the identified parcels in the City of Parlier; and

WHEREAS, the proposed refuse and sewer rates set forth in Exhibit "A" attached hereto are nondiscriminatory and do not exceed the cost of providing refuse and sewer services and improvements to the sewer system for which the rates and charges are imposed.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Parlier as follows:

1. The schedule of new refuse and sewer rates in Exhibit "A" attached hereto are hereby adopted, and the new rates shall be effective for billing cycles beginning on or after July 1, 2018.

2. From and after July 1, 2018, all customers receiving City refuse and sewer service shall be billed the applicable rates as set forth in Exhibit "A" attached hereto.

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

EXHIBIT "A"

City of Parlier Proposed Refuse Rate Schedule							
All rates are per month unless otherwise stated.	Present Rates	Proposed Rates					
		7/1/2018		7/1/2019	7/1/2020	7/1/2021	7/1/2022
		Increases:	Varied ¹	3.0%	3.0%	3.0%	3.0%
RESIDENTIAL CART SERVICE							
Three Cart 96 Gallon (G): 96/96/96	21.86	\$ 21.86	0%	\$ 22.52	\$ 23.19	\$ 23.89	\$ 24.60
Three Cart 64G: 64/96/96	19.77	19.77	0%	20.36	20.97	21.60	22.25
Extra 96	5.54	7.00	26%	7.21	7.43	7.65	7.88
Two Extra 96	11.37	14.00	23%	14.42	14.85	15.30	15.76
Senior Three Cart 96G: 96/96/96	18.29	18.29	0%	18.84	19.40	19.99	20.59
Senior Three Cart 64G: 64/96/96	17.24	17.24	0%	17.76	18.29	18.84	19.40
Senior Extra 96	5.84	7.00	20%	7.21	7.43	7.65	7.88
COMMERCIAL REFUSE SERVICE							
96G 1x per week	\$ 22.83	\$ 27.50	20%	\$ 28.33	\$ 29.17	\$ 30.05	\$ 30.95
1 yard 1x per week	45.83	55.00	20%	56.65	58.35	60.10	61.90
1 yard 2x per week	84.68	99.00	17%	101.97	105.03	108.18	111.43
1 yard 3x per week	n/a	148.50	n/a	152.96	157.54	162.27	167.14
2 yard 1x per week	67.58	85.00	26%	87.55	90.18	92.88	95.67
2 yard 2x per week	131.44	153.00	16%	157.59	162.32	167.19	172.20
2 yard 3x per week	189.80	229.50	21%	236.39	243.48	250.78	258.30
3 yard 1x per week	108.26	113.00	4%	116.39	119.88	123.48	127.18
3 yard 2x per week	171.35	203.40	19%	209.50	215.79	222.26	228.93
3 yard 3x per week	234.44	305.10	30%	314.25	323.68	333.39	343.39
4 yard 1x per week	140.70	139.00	-1%	143.17	147.47	151.89	156.45
4 yard 2x per week	201.21	250.20	24%	257.71	265.44	273.40	281.60
4 yard 3x per week	n/a	375.30	n/a	386.56	398.16	410.10	422.40
6 yard 1x per week	178.28	185.00	4%	190.55	196.27	202.15	208.22
6 yard 2x per week	314.10	333.00	6%	342.99	353.28	363.88	374.79
6 yard 3x per week	449.91	499.50	11%	514.49	529.92	545.82	562.19
COMMERCIAL RECYCLING SERVICE							
96G 1x per week	\$ 5.49	\$ 15.13	176%	\$ 15.58	\$ 16.05	\$ 16.53	\$ 17.02
3 yard 1x per week	60.53	62.15	3%	64.01	65.93	67.91	69.95
3 yard 2x per week	85.85	111.87	30%	115.23	118.68	122.24	125.91
3 yard 3x per week	111.17	167.81	51%	172.84	178.02	183.37	188.87
6 yard 1x per week	120.00	101.75	-15%	104.80	107.95	111.18	114.52
6 yard 2x per week	174.74	183.15	5%	188.64	194.30	200.13	206.14
6 yard 3x per week	225.00	274.73	22%	282.97	291.46	300.20	309.21
Contamination per incident	10.00	25.00	150%	25.75	26.52	27.32	28.14
COMMERCIAL ORGANICS SERVICE							
96G 1x per week	new	\$ 23.38	n/a	\$ 24.08	\$ 24.80	\$ 25.54	\$ 26.31
96G 2x per week	new	42.08	n/a	43.34	44.64	45.98	47.36
96G 3x per week	new	63.11	n/a	65.01	66.96	68.96	71.03
2 yard 1x per week	new	72.25	n/a	74.42	76.65	78.95	81.32
2 yard 2x per week	new	130.05	n/a	133.95	137.97	142.11	146.37
2 yard 3x per week	new	195.08	n/a	200.93	206.96	213.16	219.56
MISCELLANEOUS FEES							
Enclosure Access	new	\$ 20.00	n/a	\$ 20.60	\$ 21.22	\$ 21.85	\$ 22.51
Locking Lid Fee	new	25.00	n/a	25.75	26.52	27.32	28.14
Push/Pull Charge	new	20.00	n/a	20.60	21.22	21.85	22.51
Extra Pick Up, per Cubic Yard							
Municipal Solid Waste	new	\$ 37.67	n/a	\$ 38.80	\$ 39.96	\$ 41.16	\$ 42.39
Recycle	new	20.72	n/a	21.34	21.98	22.64	23.32
Organics	new	36.13	n/a	37.21	38.33	39.47	40.66
ROLL OFF (DROP BOX) SERVICE							
Hauling and exchange, per Box	new	\$ 214.50	n/a	\$ 220.94	\$ 227.56	\$ 234.39	\$ 241.42
Delivery Fee, per Box	new	38.50	n/a	39.66	40.84	42.07	43.33
Tonnage Fee, per ton	new	as billed	n/a	as billed	as billed	as billed	as billed
Note 1: Reset rates achieve an overall 7% revenue increase.							

EXHIBIT "A"

City of Parlier Proposed Sewer Rate Schedule						
Category of Service	Present	Proposed 7/1/18	Proposed 7/1/19	Proposed 7/1/20	Proposed 7/1/21	Proposed 7/1/22
		Reset Rate Structure ¹	9.0%	9.0%	9.0%	9.0%
Residential Customers	Per Month	Per Month	Per Month	Per Month	Per Month	Per Month
All Single-Family Residences and Multi-Family per unit	\$27.50	\$28.00	\$30.52	\$33.27	\$36.26	\$39.52
Single-Family Senior Rate (90%)	\$24.75	\$25.20	\$27.47	\$29.94	\$32.63	\$35.57
Commercial²		Minimum Monthly \$/TG	Minimum Monthly \$/TG	Minimum Monthly \$/TG	Minimum Monthly \$/TG	Minimum Monthly \$/TG
Includes first 9,000 gallons of metered water per month	\$27.50	\$28.00 \$3.40	\$30.52 \$3.71	\$33.27 \$4.04	\$36.26 \$4.40	\$39.52 \$4.80
Schools		Per Student per Month	Per Student per Month	Per Student per Month	Per Student per Month	Per Student per Month
Elementary and Middle Schools	Varied	\$0.90	\$0.98	\$1.07	\$1.17	\$1.27
High School	Varied	\$1.00	\$1.09	\$1.19	\$1.30	\$1.41
Industrial						
Fixed Monthly Fee	Varied	Customized	% increase	% increase	% increase	% increase
Flow, per thousand gallons discharge	None	\$1.81	\$1.97	\$2.15	\$2.34	\$2.55
BOD, per thousand lbs	None	\$271.00	\$295.00	\$322.00	\$351.00	\$383.00
Suspended Solids, per thousand lbs	None	\$282.00	\$307.00	\$335.00	\$365.00	\$398.00
Notes: 1. Reset rates achieve an overall 21% revenue increase. 2. Metered non-residential water customers with landscape may have sewer charges based on water demand during non-irrigation months.						



Sewer and Refuse Rate Study for City of Parlier

April 12, 2018

Prepared by:

**Dan Bergmann, Principal
IGService
15 Shasta Lane
Walnut Creek, CA 94597
Email: dan@igservice.com
Office: 925-946-9090**



Sewer and Refuse Rate Study for City of Parlier

Purpose

The purpose of this cost of service sewer and refuse study is to review and modify the existing rate structures such that customers pay rates in proportion to the cost to provide specific services. As a part of this study, overall operating costs, debt, assets, and revenue have been analyzed to evaluate reasonableness of costs, and the need to increase overall revenue. These steps are conducted to be consistent with the requirements of California's Proposition 218.

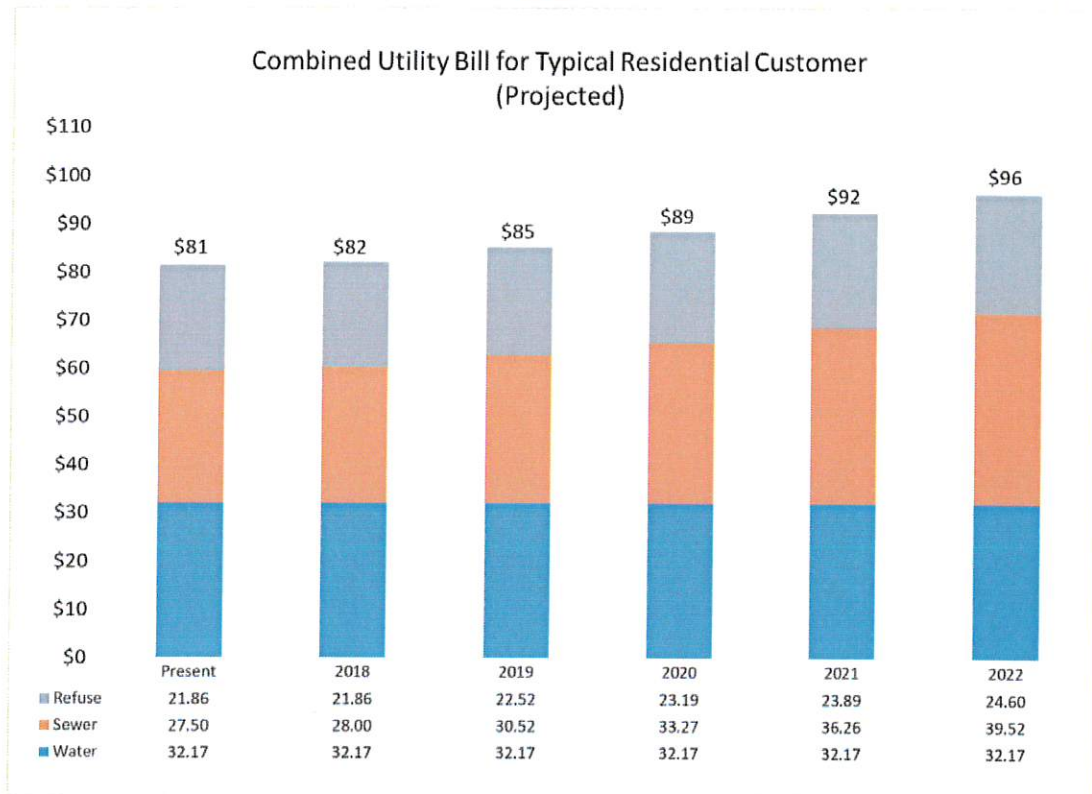
Executive Summary

Refuse and Sewer rates have not been increased since 2010; however, operation and maintenance costs have increased over the years, and a large capital project is being planned for the sewer enterprise. Presently, the refuse enterprise fund balance is slightly negative and the sewer fund balance is substantially negative. Additionally, without a revenue increase, the refuse enterprise will have a significant negative cash flow following implementation of three consumer price index increases that are due to Mid-Valley Disposal. The sewer enterprise already has a significant negative cash flow, and will also need additional revenue to fund a portion of the \$8 million improvement to the waste water plant. The goal of the proposed rates and increased revenue is to assure positive fund balances for both funds within five years. For the refuse enterprise, revenue is proposed to be increased seven percent in the first year, followed by three percent during each of the next four years. For the sewer enterprise, revenue is proposed to be increased 21 percent in the first year, followed by nine percent during each of the next four years.

The most significant changes to the refuse rate structure are for commercial bin customers. The proposed rates are modified such that they are consistent for increasing bin sizes, and also for increasing pickups per week. The rates for residential, three-cart service are not increased in the first year because increases in rates to commercial customers are adequate to cover the first-year revenue requirement. New rates are added for organics, miscellaneous services, and roll off service.

For sewer services, the most significant changes are the customized rates to the industrial customers, followed by newly structured rates for the schools and commercial customers. Most of the revenue requirement in the first year is met by the increased contribution of the industrial customers, followed by additional contributions from schools and commercial customers. The rates for residential customers are increased only slightly the first year. All rates are adjusted to achieve a fair allocation of costs in the first year of increases.

The overall impact to a typical single-family dwelling is shown in the chart below, including water charges. The overall proposed increase for July 1, 2018 is small, at only one dollar per month. The increase by 2022 is \$15 dollars per month, or 18 percent over 2017 rates.



Refuse Portion of Rate Study

Contracted Refuse Service

Refuse services in Parlier are provided by a private contractor, Mid-Valley Disposal, Inc. The service was taken over by Mid-Valley October 1, 2014, following Sunset Waste Systems, Inc. Mid-Valley was assigned the Sunset contract with Parlier. Coincident with this rate study work, the assigned contract with Mid-Valley is being updated to include more recent legal and waste hauling requirements, including some additional services, such as for the collection of organic materials. The fees associated with the previously listed services are unchanged, except for three consumer price index increases that are due Mid-Valley, the third of which will be July 1, 2018. The updated contract will have the same termination date as the assigned contract, which is June 30, 2025.¹

Parlier's role for the refuse enterprise is billing, payment collection and customer services. Parlier personnel coordinate closely with Mid-Valley regarding new services and changes in services. Mid-Valley is paid once per month by Parlier based on the number of services in place the previous month, and the fee schedule in the assigned Sunset contract, which is different than the rates charged to customers by Parlier. (The differences between Parlier rates and fees paid Mid-Valley cover Parlier's franchise fee, billing, customer services, and Parlier's general overhead assigned to the refuse enterprise.)

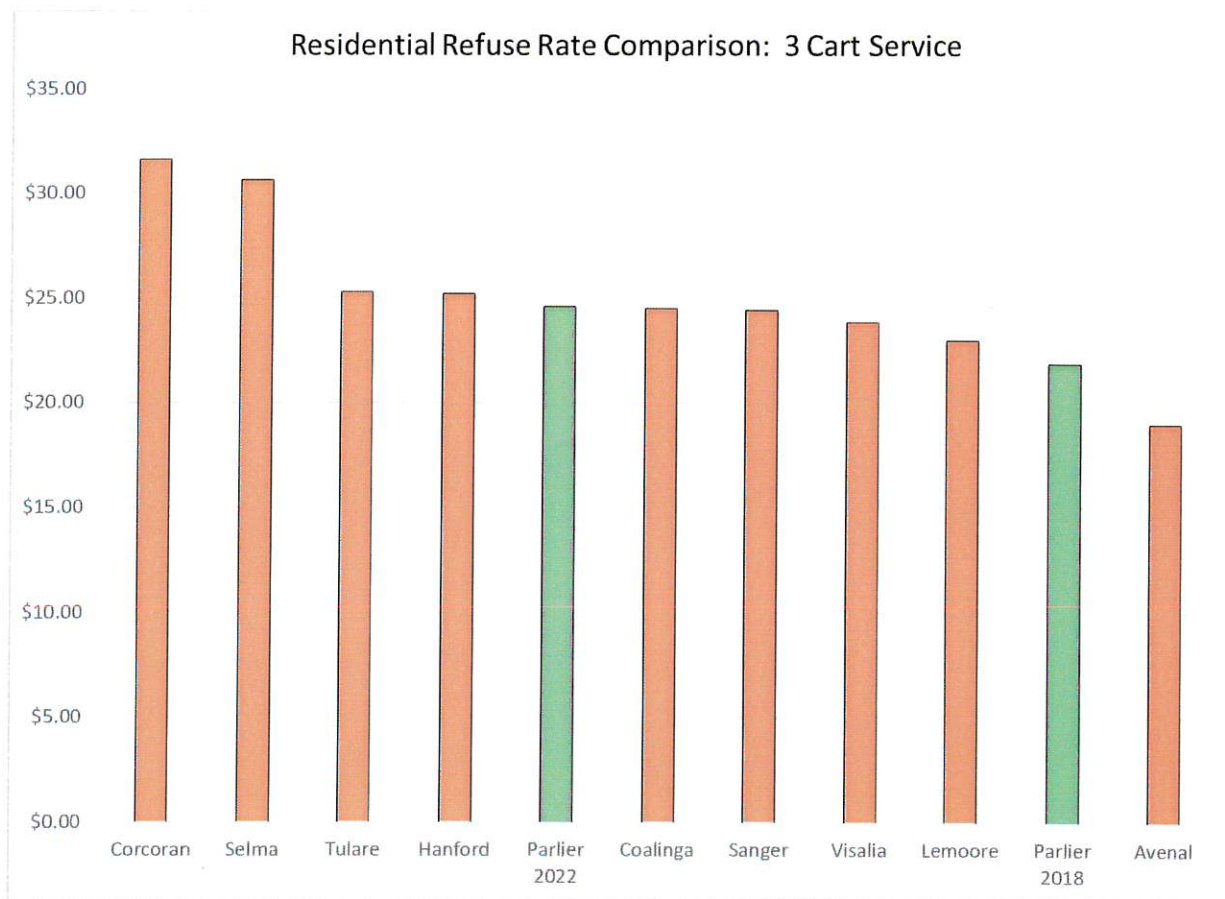
¹ Amendment No. 1 to the Municipal Solid Waste Franchise Agreement, Resolution No. 2003-64, October 15, 2003.



Existing Rate Structure

The existing rates have been in place since 2010. Consequently, Parlier's residential and commercial rates are generally lower than the rates of neighboring cities presently, as shown in the bar chart below. Attachment 1 shows the complete existing (and proposed) rates.

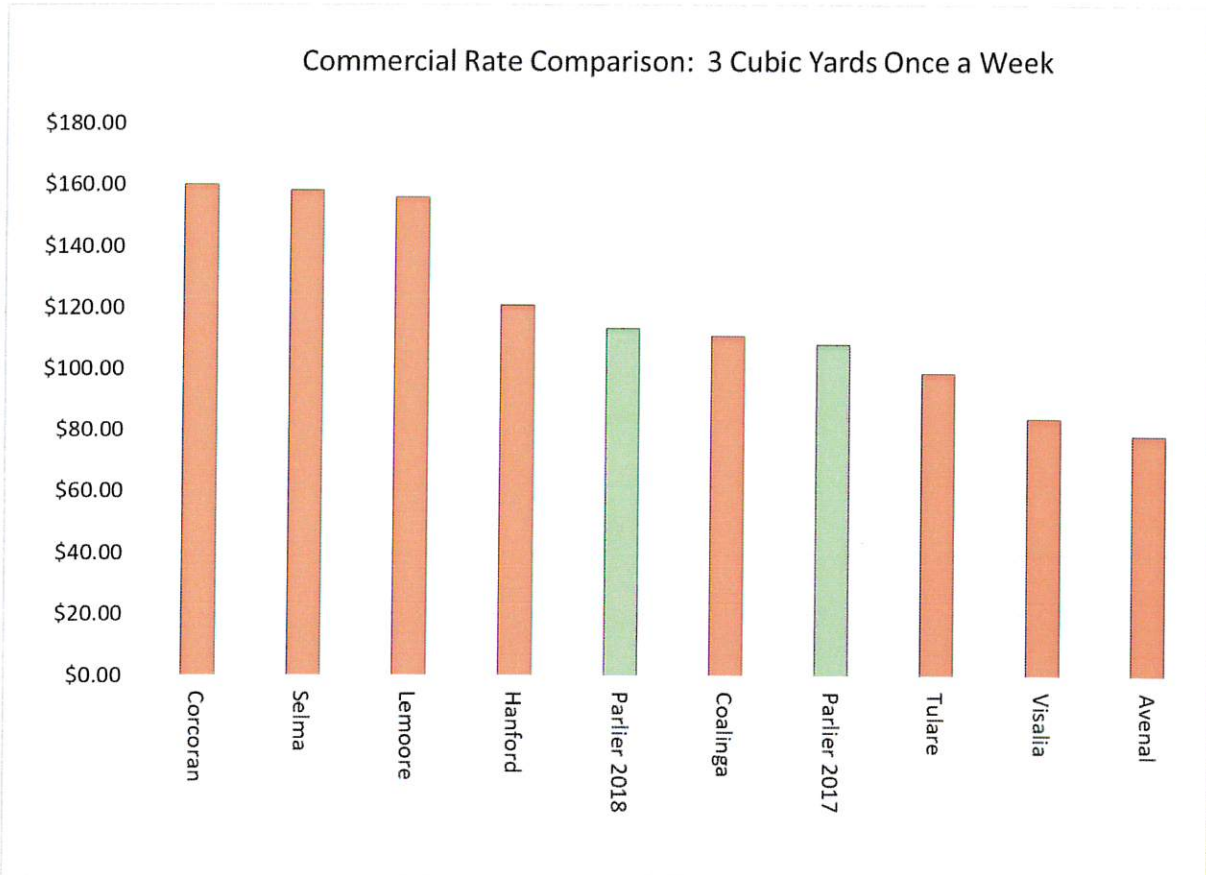
The existing rate structure provides two options for residential customers; three-container service with a 96 gallon land-fill cart, or three-container service with at 64 gallon land-fill cart. The rate spread between the two options is \$2.09, or 9.6 percent. This is a fairly small difference, and reasonable because most of the cost is in the trucking rather than the volume difference between the larger and smaller carts. The existing rate structure also provides rates for additional carts. These rates are not consistent with each other and are adjusted in the proposed rate structure, although the revenue impact is very small. Finally, the existing residential rate structure for refuse service also provides a 16 percent discount for senior citizen service.



Existing commercial rates cover refuse and recycling services for bin sizes from one to six yards. These rates are also consistent with neighboring cities, as shown for a three-yard bin in the bar chart below (with the proposed rate for a three-yard bin). The rates increase as bin size increases; however, the increases are not consistent within the existing rate structure. For example, a two-yard bin twice



a week (\$131.44) is less than a four-yard bin once a week (\$140.70). This is also the case with a three-yard bin compared to a six-yard bin. From a cost of service perspective, the level of service is higher for more frequent pickups and more expensive because the truck comes by twice rather than once. The cost of the truck coming by twice is much more than the cost of the larger bin. This rate anomaly is corrected in the proposed rate schedule such that customers with larger bin sizes receive an embedded rate incentive.



Historical and Projected Expense and Revenue

The refuse enterprise has a slight negative fund balance of \$73,612² as of the fiscal year ending June 30, 2017. However, the net position was improved from the previous fiscal year as a result of reducing by approximately \$80,000 the transfer to general government. This can be seen in the reduction of Personnel costs from \$160,435 in FY16 to \$67,688 in FY17. Although operating income is projected to be slightly positive in FY18, Mid-Valley Disposal is due for three consumer price index (CPI) increases that have been missed since Mid-Valley was assigned the contract from Sunset Waste Systems. The full impact of the CPI increases is shown in Contracted Services and Utilities for FY19, an increase of approximately \$75,000 over FY18. These CPI increases also carry forward each year, projected at three percent per year. Other costs are projected to increase at a rate of two percent. The consequence is that revenue needs to increase to cover expenses. The proposed increases are seven

² "Due to Other Funds" shown on page 10 of the independent auditor's report for June 30, 2017.



percent for the first year, followed by three percent for the next four years. These increases are planned to maintain a positive fund balance.

PARLIER DISPOSAL ENTERPRISE FUND Historical and Projected Revenues and Expenses For the Fiscal Years Ending June 30,								
	2016	2017	2018	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5
	<u>Audited</u>	<u>Audited</u>	<u>Projected</u>	<u>Projected</u>	<u>Projected</u>	<u>Projected</u>	<u>Projected</u>	<u>Projected</u>
Revenues:			<i>Increases:</i>	<i>7.0%</i>	<i>3.0%</i>	<i>3.0%</i>	<i>3.0%</i>	<i>3.0%</i>
Charges for Services	\$1,078,537	\$1,105,972	\$1,100,000	\$1,177,000	\$1,212,000	\$1,248,000	\$1,285,000	\$1,324,000
Other Revenue	7,519	5,000	6,000	6,000	6,000	6,000	6,000	6,000
Total Operating Revenue	\$1,086,056	\$1,110,972	\$1,106,000	\$1,183,000	\$1,218,000	\$1,254,000	\$1,291,000	\$1,330,000
Operation & Maintenance Expenses:								
Contractual Services and Utilities	\$998,973	\$1,001,025	\$969,400	1,044,700	1,076,000	1,108,300	1,141,500	1,175,700
Personnel	160,435	67,688	70,000	71,400	72,800	74,300	75,800	77,300
Supplies and Material	6,070	5,630	6,000	6,100	6,200	6,300	6,300	6,300
Bad Debt Expense	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Total Operating Expenses	\$1,165,478	\$1,074,343	\$1,045,400	\$1,122,200	\$1,155,000	\$1,188,900	\$1,223,600	\$1,259,300
Operating Income/(loss)	(\$79,422)	\$36,629	\$61,000	\$61,000	\$63,000	\$65,000	\$67,000	\$71,000
Cash Balance / (Due to other Funds)	(\$175,560)	(\$73,612)	(\$13,000)	\$48,000	\$111,000	\$176,000	\$243,000	\$314,000
Notes: <i>Historical data is from City of Parlier Audited Financial Stmts and Parlier Finance Department</i> <i>For FY16 and later, Bad Debt Expense included in Charges for Services</i> <i>For each Audited year, "Cash Balance / (Due to other Funds)" is directly from the audited financial reports</i> <i>For FY19, Contractual Service includes three CPI adjustments</i>								

Rate Design

The purpose of revising the refuse rate structure is to increase revenue to meet forecast expenses and also to adjust rates to be consistent with the cost of service. The approach was first to adjust commercial rates such that they are equitable across different types of commercial service, but without substantially reducing the cost for any one type of commercial service. To the extent adjustments within the commercial rate structure were not adequate to provide the initial seven percent revenue increase, the balance would be assigned to the residential customers.

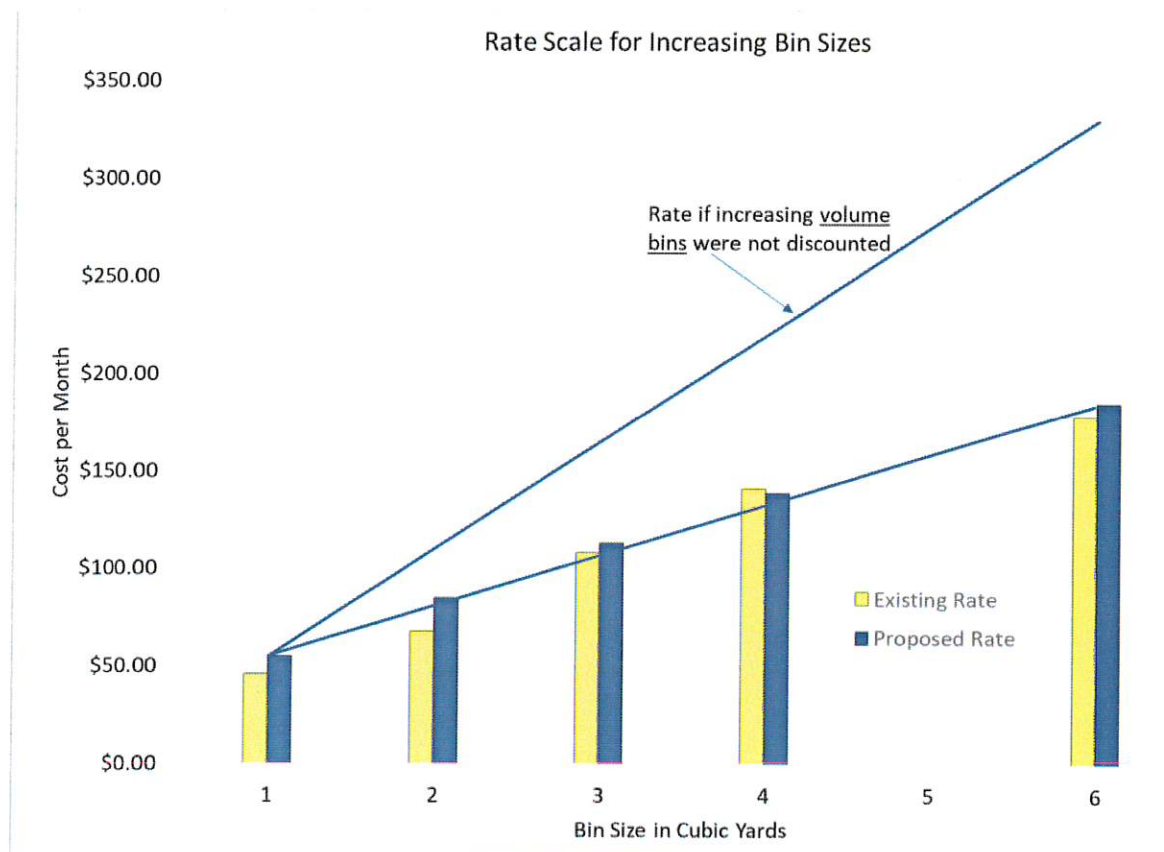
As Parlier is contracted to Mid-Valley for refuse service, full details of Mid-Valley's cost of service are not available to Parlier. Further, the scope of this rate study, and modification of Parlier's rates do not change the fees paid to Mid-Valley each month by Parlier. Even so, this rate work was done in close coordination with Mid-Valley, obtaining input on the reasonableness of assumptions made and the resultant proposed rates. Mid-Valley also provided new rates for collection of organics, roll-off service, and some miscellaneous services.

The primary adjustment to commercial bin rates is to adjust the rate scale for 1) increasing bin sizes, and 2) increasing pickups per week, such that the resultant rates are consistent with each other for all types of commercial bin service.

Existing and proposed rates for increasing bin sizes picked up once per week are illustrated below. (There are no five-yard bins). The existing rates are shown on the left and the proposed rates shown on the right. The gap between the upper line and the lower line represents the discount benefit of using larger bins. For example, six one-yard bins would cost almost \$350 per month, whereas one six-yard



bin cost only \$185 per month. As stated above, this is because more of the cost is associated with the truck doing multiple pickups (six versus one per week), than with the cost of a larger bin and the greater contents in the bin. The lower line, drawn evenly through the proposed rates, also reveals the inconsistencies in the existing rates. Specifically, rates for the one- and two-yard bins are disproportionately low compared to the general trend for three-, four- and six-yard bins. The resultant proposed rates were obtained by “pivoting” the lower rate-scale line around the existing rates for three- and four-yard bins to achieve a baseline rate scale that increases proportionally across all bins. The overall revenue impact of adjusting this scale is a 10 percent increase to rates for bin service for all sizes picked up once per week.³ In doing so, the rate for a four-yard bin is held essentially constant at \$139.00 proposed, compared to the existing rate of \$140.70.

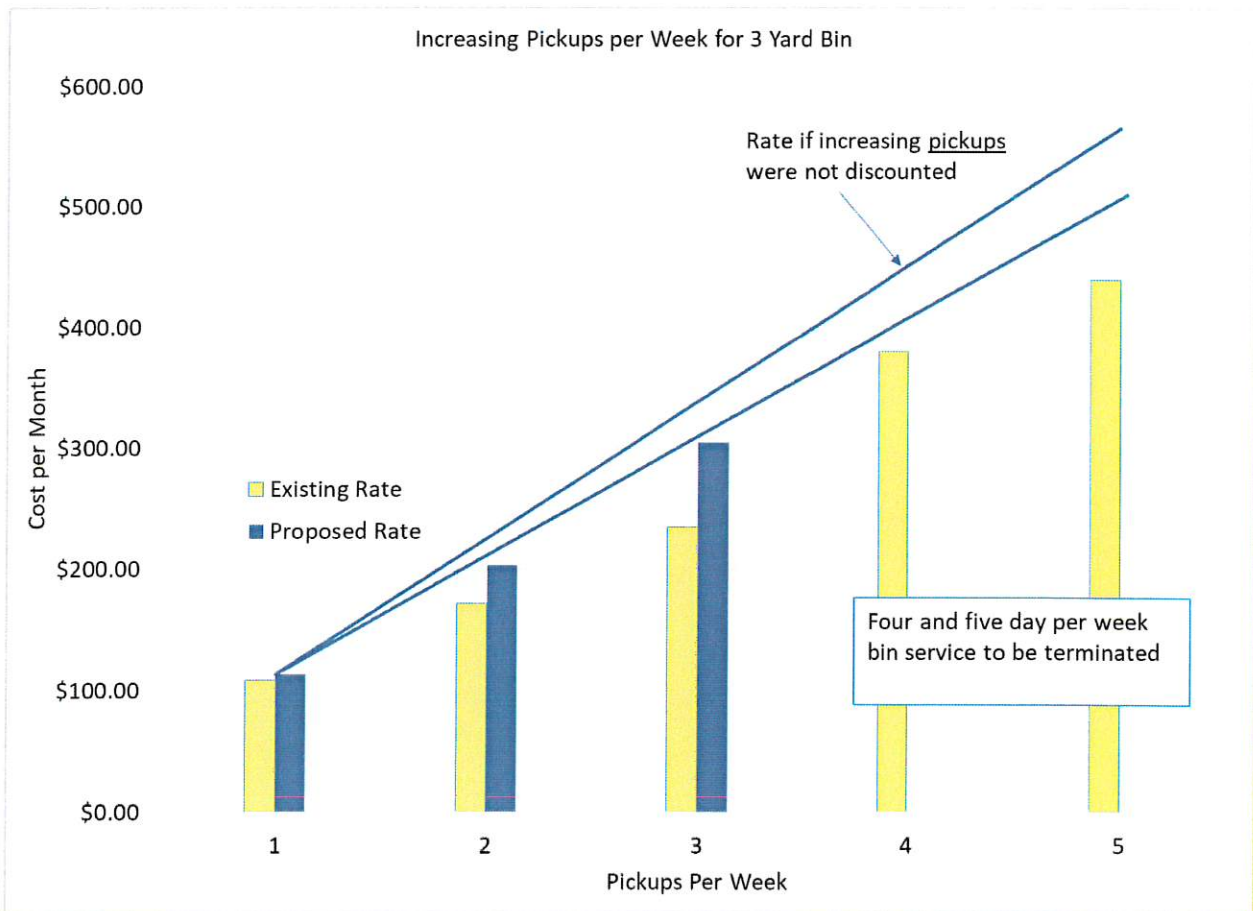


Existing and proposed rates for increasing pickups per week are shown below for a three-yard bin. The upper line represents the cost without any discount for multiple pickups. For example, if picking up twice per week was twice the cost of picking up once per week, the rate would be \$226.00. Instead, it is lower at \$203.40. Multiple pickups are discounted at a factor of 90 percent to account for the efficiency value of using one bin for multiple pickups versus multiple bins. This applies to all bin sizes.

³ Total existing monthly revenue for bin service once per week is approximately \$7,700. Projected revenue for bin service once per week is approximately \$8,500. The increase is $\$800 / \$7,700 \times 100\% = 10\%$.



As with the previous chart, existing rates are shown on the left and proposed rates are shown on the right. The lower line is a 90 percent slope starting at the proposed three-yard rate of \$113.00 per month.⁴ The lower line reveals that the existing rates for two and three pickups per week are disproportionately low. As mentioned previously, the result is that a two-yard bin twice a week (\$131.44) is less than a four-yard bin once a week (\$140.70), and similarly for a three-yard bin compared to a six-yard bin. These rates are inconsistent. The proposed rates for two and three pickups per week are increased for each bin size such that rates are consistent across services, and also consistent with the relative cost of service. The overall impact of adjusting the rate scale for multiple pickups is an 18 percent increase to the existing rates for multiple pickups per week.⁵



Presently, a few customers receive service four and five days per week. In the proposed rate and service structure, four- and five-day service is terminated to eliminate the odd days for this small group, and therefore simplify providing overall service. Those customers will be provided larger containers if needed, which will result in a lower cost for them.⁶

⁴ The equation for the lower line is $\$113.00 + (0.9 \times \$113.00 \times \text{number of pickups per week})$

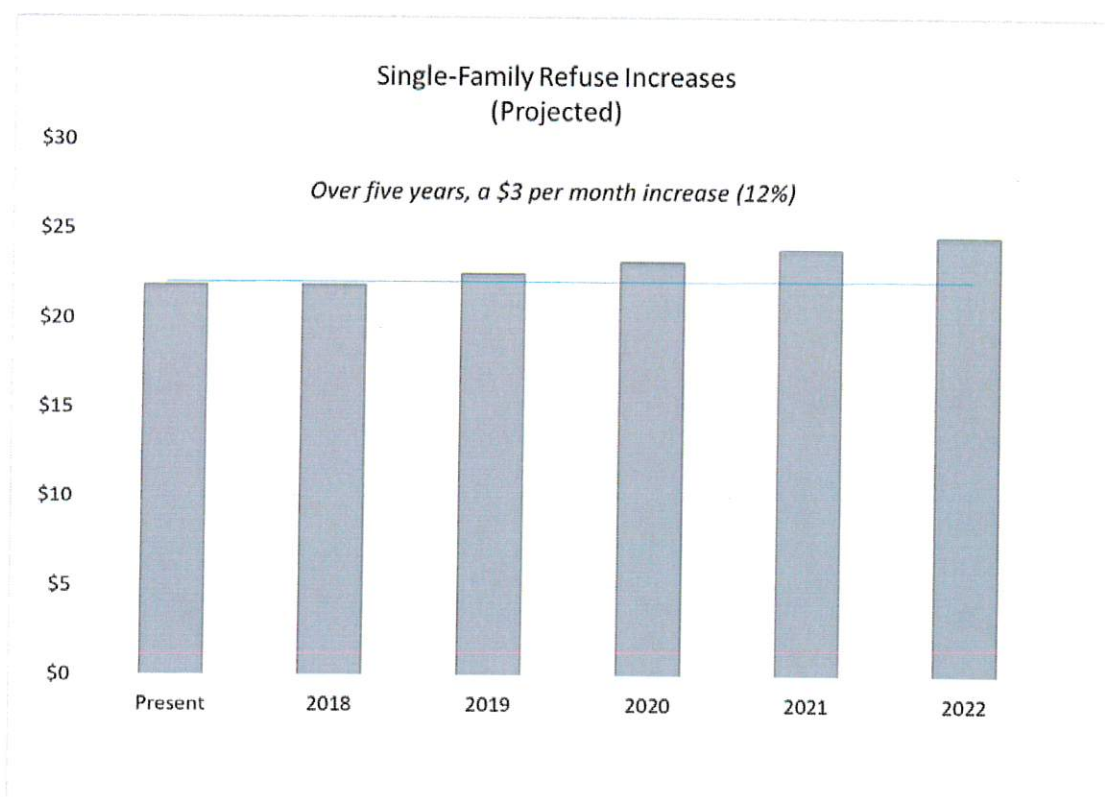
⁵ Total existing monthly revenue for all bin service two or more times per week is approximately \$27,000. Projected revenue for bin service two or more times per week is approximately \$32,000, after subtracting an estimate of \$900 for shifting away from four- and five-day per week service. The increase is $\$5,000 / \$27,000 \times 100\% = 18\%$.

⁶ The calculated benefit of shifted 11 bins from four and five day service to two and three day service with larger bins is approximately \$900 per month.



Commercial recycle rates for bin service were adjusted using the same methodology as commercial land fill above. The rate and revenue impacts from adjustments to commercial recycle are very small. Additionally, working with Mid-Valley, commercial rates have been added for organics, for some miscellaneous categories, and for roll-off service of large drop boxes. The comparison for recycle and listing of new rates for organics can be seen in the rate table in Attachment 1.

The overall result of adjusting commercial rates approximates the initial seven percent increase shown in the revenue table for the refuse enterprise. This allows residential rates to be held constant in the first year going forward. However, for the second through fifth year, all rates are increased by the same three percent amount. For residential customers, at the end of five years, rates are increased 12 percent, a total of \$2.74 per month by the fifth year (rounded to \$3 in the table below for presentation purposes).

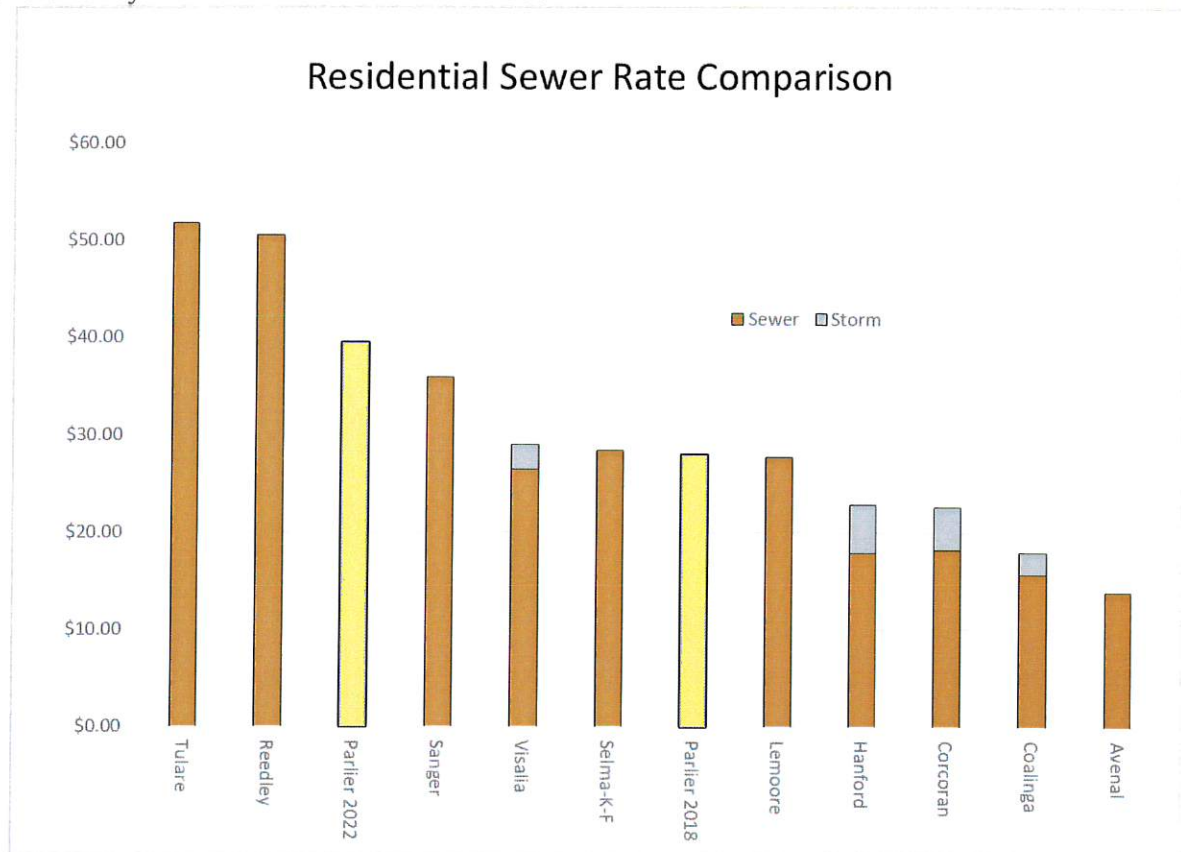




Sewer Portion of Rate Study

Existing Rate Structure

The existing sewer rates have been in place since 2010.⁷ They are shown with proposed rates in Attachment 2. From a comparison standpoint, Parlier's existing residential sewer rates are average for the valley as shown in the bar chart below.



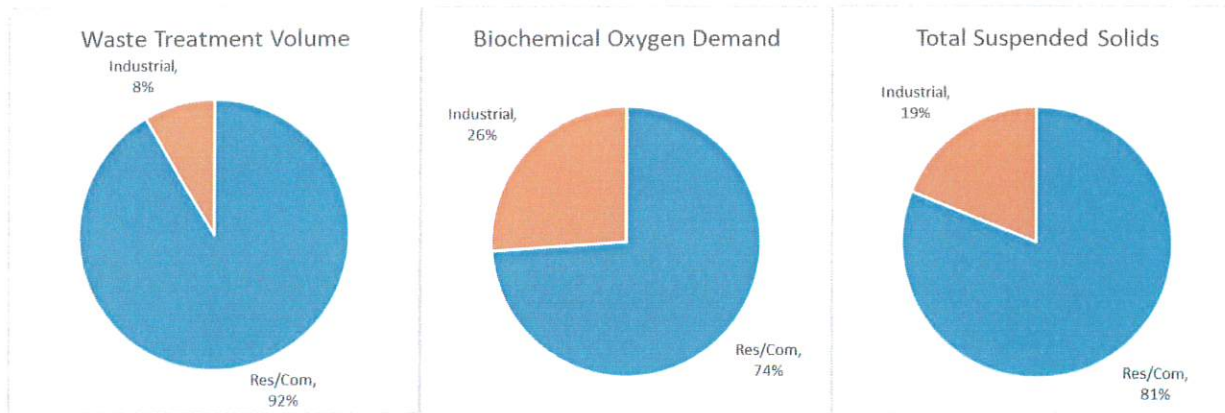
All single-family residential and multi-family residences (per unit of residence) pay the same fixed monthly amount of \$27.50. Single-family senior residences receive a 10 percent discount to pay \$24.75. All existing commercial customers pay a flat rate of \$27.50 per month, regardless of discharge volume or concentration. Schools pay fixed monthly amounts that vary per school. The three largest customers pay varied fixed rates.

Most notable is that the three large industrial and food processing customers discharge large volumes into the sewer system, and at concentrations much higher than the system average. Presently, the industrial customer class contributes only one percent of overall revenue to the sewer enterprise; however, volume and sample measurement data show that the industrials place a major demand on the system. Industrial volumetric discharge is eight percent of the total volume stream into the sewer treatment plant. Additionally, industrial biochemical oxygen demand (BOD) is 26 percent of the

⁷ Resolution No. 2007-47, dated July 3, 2007. When the 2009/10 rate of \$26.19 for regular residential service is increased five percent, the result is \$27.50, which is the present rate. Pursuant to the Resolution, this would have occurred July 1, 2010.



system total, and Total Suspended Solids (TSS) is 19 percent of the system total. The combination of these three key measurements suggests the revenue contribution from the industrial rate class should be much higher than one percent, and even higher than the eight percent of volume because of the elevated BOD and TSS values.



Capital Improvement Projects

A major upgrade is presently being planned for Parlier's waste water treatment plant. The total probable cost for project is \$8,033,000 pursuant to the table below.⁸

Item	Total
Mobilization	\$300,000
Demolition	\$75,000
Aerated Lagoon Reactors	\$1,500,000
Secondary Clarifiers	\$1,500,000
Miscellaneous Yard Piping	\$400,000
Blower Room	\$300,000
Sludge Dewatering System	\$500,000
Electrical & Instrumentation	\$1,000,000
Effluent Disposal Ponds	\$500,000
Reclamation Area Improvements	\$250,000
Subtotal Construction Costs	\$6,325,000
Contingency (15%)	\$949,000
Engineering, Construction, Permitting, etc. (12%)	\$759,000
Total Project Costs	\$8,033,000

The total cost of \$8 million (rounded) is planned to be offset by available grant funding of \$5.6 million. The result is that only \$2.4 million is estimated to be funded through revenue from rates. The city will

⁸ Source of the probable cost and detail table is A.M. Consulting Engineers, Fresno, CA, under contract with City of Parlier to plan the sewer plant upgrade.



likely utilize a loan in the amount of the \$2.4 million from the Clean Water State Revolving Fund (CWSRF). Anticipating loan payments beginning 2020, a debt service component has been added into the revenue expense model to account for repayment of a CWSRF loan. The payment is \$104,000 per year, assuming a 30 year loan at 1.8 percent annual interest cost.

Historical and Projected Expense and Revenue

The sewer enterprise fund has had a negative cash flow since FY15. At the end of FY17, the sewer enterprise had a negative fund balance of \$561,125.⁹ Additionally, pursuant to the table below, the fund balance at the end of FY18 is projected to be negative \$768,125. This is a substantial amount. The result is that revenue increases are needed to 1) recover the negative fund balance, 2) cover increased ongoing operating costs, and 3) cover the anticipated CWSRF loan beginning 2020. Revenue increases have been established in order to cover expenses and recover the total fund balance within five years. The resultant increases are 21 percent in the first year, followed by nine percent in each of the next four years.

PARLIER SEWER ENTERPRISE FUND Historical and Projected Revenues and Expenses For the Fiscal Years Ending June 30,								
	2016	2017	2018	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5
	<u>Audited</u>	<u>Audited</u>	<u>Projected</u>	<u>Projected</u>	<u>Projected</u>	<u>Projected</u>	<u>Projected</u>	<u>Projected</u>
Revenues:			Increases:	21.0%	9.0%	9.0%	9.0%	9.0%
Charges for Services	\$1,213,351	\$1,217,086	\$1,217,000	\$1,473,000	\$1,606,000	\$1,751,000	\$1,909,000	\$2,081,000
Connection Fees	28,320	8,613	10,000	10,000	10,000	10,000	10,000	10,000
Other Revenue ¹	6,179	38,414	40,000	40,000	40,000	40,000	40,000	40,000
Total Operating Revenue	1,247,850	1,264,113	1,267,000	1,523,000	1,656,000	1,801,000	1,959,000	2,131,000
Non-Operating Revenue:²								
Impact Fees	88,683	72,163	60,000	60,000	60,000	60,000	60,000	60,000
Total Revenue:	1,336,533	1,336,276	1,327,000	1,583,000	1,716,000	1,861,000	2,019,000	2,191,000
Operation & Maintenance Expenses:³								
Contractual Services and Utilities	\$864,948	\$918,956	\$937,000	\$956,000	\$975,000	\$995,000	\$1,015,000	\$1,035,000
Personnel ⁴	314,008	366,738	374,000	381,000	389,000	397,000	405,000	413,000
Supplies and Material	100,100	56,675	58,000	59,000	60,000	61,000	62,000	63,000
Bad Debt Expense	0	0	10,000	10,200	10,400	10,600	10,800	11,000
Total Operating Expenses	1,279,056	1,342,369	1,379,000	1,406,200	1,434,400	1,463,600	1,492,800	1,522,000
Operating Income/(loss)	\$57,477	(\$6,093)	(\$52,000)	\$176,800	\$281,600	\$397,400	\$526,200	\$669,000
Debt Service								
Principal Existing	\$77,000	\$79,000	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000
Interest Existing	\$97,676	\$99,422	75,000	75,000	75,000	75,000	75,000	75,000
Plant Expansion (\$2.4M, 1.8%, 30 yr)					104,000	104,000	104,000	104,000
Total Debt Service	\$174,676	\$178,422	\$155,000	\$155,000	\$259,000	\$259,000	\$259,000	\$259,000
Income/(Loss) after Debt Svc	(\$117,199)	(\$184,515)	(\$207,000)	\$21,800	\$22,600	\$138,400	\$267,200	\$410,000
Cash Balance / (Due to other Funds)	(\$333,486)	(\$561,125)	(\$768,125)	(\$746,325)	(\$723,725)	(\$585,325)	(\$318,125)	\$91,875
Notes: 1. In FY17, Other Revenue of \$35,000 is rent associated with solar panels 2. In FY17, a grant payment of \$153,010 is not included in Non-Operating Revenue 3. Operation & Maintenance Expenses are escalated at 2% per year beginning FY18 4. In FY17, a PERS credit of \$308,857 is not included as an offset to Personnel Expense Source: City of Parlier Audited Financial Smts and Finance Department								

⁹ "Due to Other Funds" shown on page 10 of the independent auditor's report for June 30, 2017.



Rate Design

The most significant change to the existing rate structure are the increased and expanded rates applied to the three large industrial and food processing customers. (See Attachment 2 for existing and proposed sewer rates.) As explained in the Existing Rate section above, these customers contribute only one percent of overall revenue under present rates, but have significant waste discharge. The bar chart below shows revenue by rate class from present rates on the left, and revenue from proposed rates on the right. The revenue increase from new rates assigned to the three large customers is \$180,000 per year. This alone is 70% of the total system revenue increase needed in the first year of increases.¹⁰ Presently, the industrial customers pay fixed monthly rates ranging from as low as \$27.50 per month, up to \$832.98 per month. The proposed rate structure for the industrials includes waste stream sampling stations to be installed at each customer location. These will be installed and operated by the city with funding from the sewer enterprise, covered through rates from the industrials. The sampling stations will record volumetric flow, and collect waste samples on a timed basis. The proposed rate structure includes components for flow, BOD, and TSS. Each industrial customer will have a fixed monthly rate that is customized to its individual cost burden to the sewer enterprise. The result will be that industrial customers contribute revenue to the sewer system proportional to the cost to serve them. Industrials will also have an incentive to control waste discharge when possible to reduce treatment costs paid to the city.

After industrials and food processors, the schools and commercial customers also see significant increases. Each of the six public schools presently pays a fixed monthly amount. The total present contribution from the schools is \$18,000 per year. An analysis was done of the winter baseload discharge from the combined schools, then multiplied by \$4.04 per thousand gallons of discharge, which is the system average cost.¹¹ The resultant calculated burden on the system is a total of \$38,000 per year. The proposed rates shown in Attachment 2 have been set based on the student count at each school to achieve the revenue requirement needed.

All commercial customers presently pay a fixed rate of \$27.50. To move commercial rates to a cost of service basis, the proposed rates contain a fixed monthly rate, plus a volumetric rate above 9,000 gallons per month of metered water service. The new fixed monthly rate is \$28.00. For customers with minimal discharge, such as offices, the increased bill in the first year, will be only \$28.00. However, for customers using more than 9,000 gallons per month, the volumetric component of \$3.40 per thousand gallons will apply. From billing data, approximately 30 of 100 commercial customers will pay based on volume. The basis for \$3.40 is 85 percent of the system average of \$4.04. The 15 percent difference is to attempt to account for water that is consumed and not discharged. Where commercial customers have significant landscape, a provision is included in the proposed rates to manually adjust sewer charges such that commercial customers are not penalized for landscape watering.

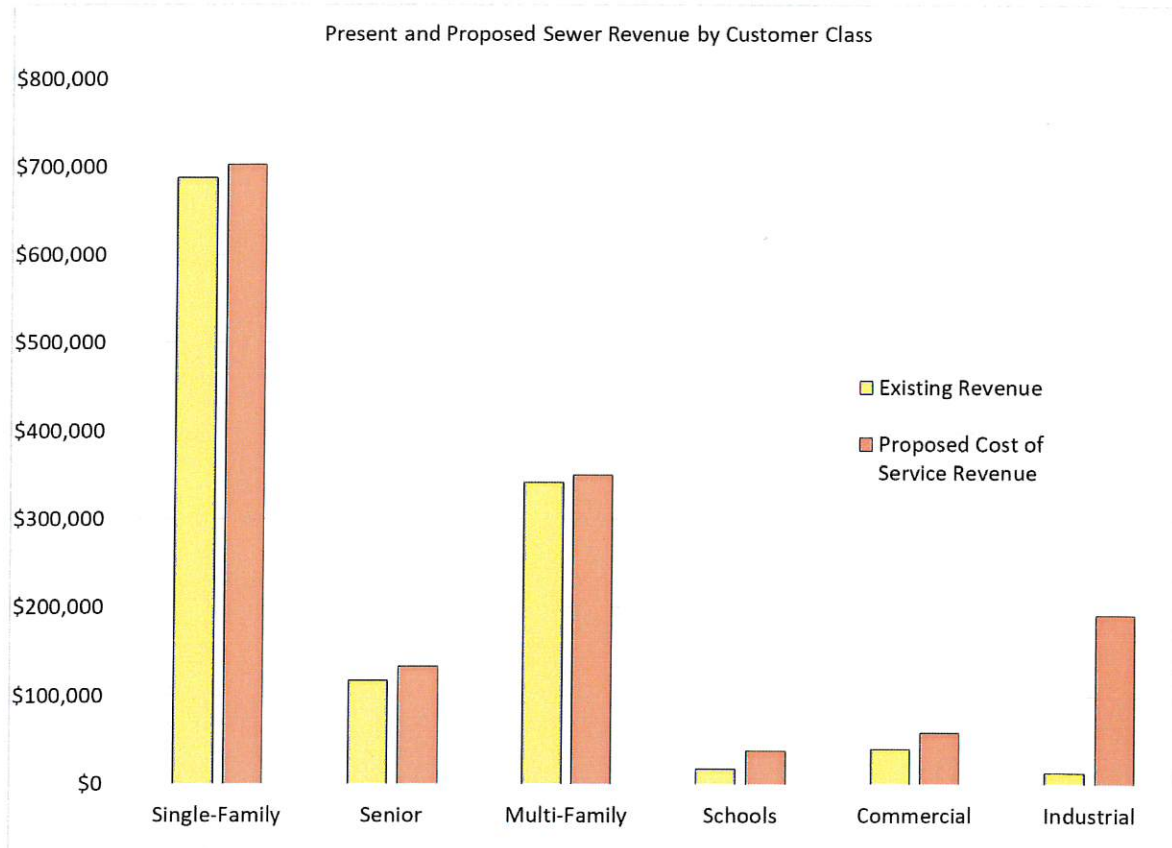
The substantial increase assigned to the industrials, combined with increases from the schools and commercial customers, alleviate residential customers (Single-family, Multi-family, and Senior) from

¹⁰ The total sewer enterprise revenue increase for FY19 over FY18 is \$256,000, a result of the 21 percent increase. Increased rates assigned to the industrials are projected to yield an additional \$180,000 per year. $\$180,000 / \$256,000 \times 100\% = 70\%$

¹¹ FY19 revenue requirement of \$1,473,000 divided by 365,000 thousand gallons (TG) into the sewer plant equals \$4.04 per TG.



most of the revenue increase burden in the first year. Residential rates in the first year are increased from \$27.50 to \$28.00 per month, similar to the proposed baseline commercial cost. The Senior Rate is preserved in the proposed rate structure, discounted at ten percent below the proposed standard residential rate for sewer service, as previously done.



Conclusion

As with the water rate study in 2015, the result of this work on the refuse and sewer rate structure has been to increase revenue to cover overall projected expenses, recover negative fund balances, and modify individual rates such that customers pay in proportion to the cost to provide services. For refuse services, the most significant changes are to commercial bin rates such that they are consistent for increasing bin sizes, and also for increasing pickups per week. For sewer services, the most significant changes are the customized rates to the industrial customers, followed by newly structured rates for the schools and commercial customers. All rates are adjusted to achieve a fair allocation of costs in the first year of increases. In the following years, all rates are increased by the same percentage amounts. The increases are set such that the refuse and sewer enterprise funds have positive cash balances at the end of five years in 2023.

ATTACHMENT 1

City of Parlier Proposed Refuse Rate Schedule							
All rates are per month unless otherwise stated.	Present Rates	Proposed Rates					
		7/1/2018		7/1/2019	7/1/2020	7/1/2021	7/1/2022
		Increases:	Varied ¹	3.0%	3.0%	3.0%	3.0%
RESIDENTIAL CART SERVICE							
Three Cart 96G: 96/96/96	21.86	\$ 21.86	0%	\$ 22.52	\$ 23.19	\$ 23.89	\$ 24.60
Three Cart 64G: 64/96/96	19.77	19.77	0%	20.36	20.97	21.60	22.25
Extra 96	5.54	7.00	26%	7.21	7.43	7.65	7.88
Two Extra 96	11.37	14.00	23%	14.42	14.85	15.30	15.76
Senior Three Cart 96G: 96/96/96	18.29	18.29	0%	18.84	19.40	19.99	20.59
Senior Three Cart 64G: 64/96/96	17.24	17.24	0%	17.76	18.29	18.84	19.40
Senior Extra 96	5.84	7.00	20%	7.21	7.43	7.65	7.88
COMMERCIAL REFUSE SERVICE							
96G 1x per week	\$ 22.83	\$ 27.50	20%	\$ 28.33	\$ 29.17	\$ 30.05	\$ 30.95
1 yard 1x per week	45.83	55.00	20%	56.65	58.35	60.10	61.90
1 yard 2x per week	84.68	99.00	17%	101.97	105.03	108.18	111.43
1 yard 3x per week	n/a	148.50	n/a	152.96	157.54	162.27	167.14
2 yard 1x per week	67.58	85.00	26%	87.55	90.18	92.88	95.67
2 yard 2x per week	131.44	153.00	16%	157.59	162.32	167.19	172.20
2 yard 3x per week	189.80	229.50	21%	236.39	243.48	250.78	258.30
3 yard 1x per week	108.26	113.00	4%	116.39	119.88	123.48	127.18
3 yard 2x per week	171.35	203.40	19%	209.50	215.79	222.26	228.93
3 yard 3x per week	234.44	305.10	30%	314.25	323.68	333.39	343.39
4 yard 1x per week	140.70	139.00	-1%	143.17	147.47	151.89	156.45
4 yard 2x per week	201.21	250.20	24%	257.71	265.44	273.40	281.60
4 yard 3x per week	n/a	375.30	n/a	386.56	398.16	410.10	422.40
6 yard 1x per week	178.28	185.00	4%	190.55	196.27	202.15	208.22
6 yard 2x per week	314.10	333.00	6%	342.99	353.28	363.88	374.79
6 yard 3x per week	449.91	499.50	11%	514.49	529.92	545.82	562.19
COMMERCIAL RECYCLING SERVICE							
96G 1x per week	\$ 5.49	\$ 15.13	176%	\$ 15.58	\$ 16.05	\$ 16.53	\$ 17.02
3 yard 1x per week	60.53	62.15	3%	64.01	65.93	67.91	69.95
3 yard 2x per week	85.85	111.87	30%	115.23	118.68	122.24	125.91
3 yard 3x per week	111.17	167.81	51%	172.84	178.02	183.37	188.87
6 yard 1x per week	120.00	101.75	-15%	104.80	107.95	111.18	114.52
6 yard 2x per week	174.74	183.15	5%	188.64	194.30	200.13	206.14
6 yard 3x per week	225.00	274.73	22%	282.97	291.46	300.20	309.21
Contamination per incident	10.00	25.00	150%	25.75	26.52	27.32	28.14
COMMERCIAL ORGANICS SERVICE							
96G 1x per week	new	\$ 23.38	n/a	\$ 24.08	\$ 24.80	\$ 25.54	\$ 26.31
96G 2x per week	new	42.08	n/a	43.34	44.64	45.98	47.36
96G 3x per week	new	63.11	n/a	65.01	66.96	68.96	71.03
2 yard 1x per week	new	72.25	n/a	74.42	76.65	78.95	81.32
2 yard 2x per week	new	130.05	n/a	133.95	137.97	142.11	146.37
2 yard 3x per week	new	195.08	n/a	200.93	206.96	213.16	219.56
MISCELLANEOUS FEES							
Enclosure Access	new	\$ 20.00	n/a	\$ 20.60	\$ 21.22	\$ 21.85	\$ 22.51
Locking Lid Fee	new	25.00	n/a	25.75	26.52	27.32	28.14
Push/Pull Charge	new	20.00	n/a	20.60	21.22	21.85	22.51
Extra Pick Up, per Cubic Yard							
Municipal Solid Waste	new	\$ 37.67	n/a	\$ 38.80	\$ 39.96	\$ 41.16	\$ 42.39
Recycle	new	20.72	n/a	21.34	21.98	22.64	23.32
Organics	new	36.13	n/a	37.21	38.33	39.47	40.66
ROLL OFF (DROP BOX) SERVICE							
Hauling and exchange, per Box	new	\$ 214.50	n/a	\$ 220.94	\$ 227.56	\$ 234.39	\$ 241.42
Delivery Fee, per Box	new	38.50	n/a	39.66	40.84	42.07	43.33
Tonnage Fee, per ton	new	as billed	n/a	as billed	as billed	as billed	as billed
Note 1: Reset rates achieve an overall 7% revenue increase.							

ATTACHMENT 2

City of Parlier Proposed Sewer Rate Schedule											
Category of Service	Present	Proposed 7/1/18		Proposed 7/1/19		Proposed 7/1/20		Proposed 7/1/21		Proposed 7/1/22	
		Reset Rate Structure ¹		9.0%		9.0%		9.0%		9.0%	
Residential Customers	Per Month	Per Month		Per Month		Per Month		Per Month		Per Month	
All Single-Family Residences and Multi-Family per unit	\$27.50	\$28.00		\$30.52		\$33.27		\$36.26		\$39.52	
Single-Family Senior Rate (90%)	\$24.75	\$25.20		\$27.47		\$29.94		\$32.63		\$35.57	
Commercial²		Minimum Monthly	\$/TG	Minimum Monthly	\$/TG	Minimum Monthly	\$/TG	Minimum Monthly	\$/TG	Minimum Monthly	\$/TG
Includes first 9,000 gallons of metered water per month	\$27.50	\$28.00	\$3.40	\$30.52	\$3.71	\$33.27	\$4.04	\$36.26	\$4.40	\$39.52	\$4.80
Schools		Per Student per Month		Per Student per Month		Per Student per Month		Per Student per Month		Per Student per Month	
Elementary and Middle Schools	Varied	\$0.90		\$0.98		\$1.07		\$1.17		\$1.27	
High School	Varied	\$1.00		\$1.09		\$1.19		\$1.30		\$1.41	
Industrial											
Fixed Monthly Fee	Varied	Customized		% increase		% increase		% increase		% increase	
Flow , per thousand gallons discharge	None	\$1.81		\$1.97		\$2.15		\$2.34		\$2.55	
BOD, per thousand lbs	None	\$271.00		\$295.00		\$322.00		\$351.00		\$383.00	
Suspended Solids, per thousand lbs	None	\$282.00		\$307.00		\$335.00		\$365.00		\$398.00	
Notes:											
1. Reset rates achieve an overall 21% revenue increase.											
2. Metered non-residential water customers with landscape may have sewer charges based on water demand during non-irrigation months.											

CITY OF PARLIER

NOTICE OF PUBLIC HEARING FOR PROPOSED INCREASED REFUSE AND SEWER RATES

To inform ratepayers and to comply with California Proposition 218, (California Constitution Article XIII D, Section 6), the City of Parlier gives the following notice:

HEARING DATE: Thursday, June 7, 2018 at or after 6:30 p.m.

HEARING LOCATION: City of Parlier City Council Chambers, 1100 East Parlier Avenue, Parlier, CA, 93648,

PLEASE TAKE NOTICE THAT on June 7, 2018, at or after 6:30 p.m., the Parlier City Council will hold a public hearing to consider proposed modification and increases to refuse and sewer charges for services furnished by the City, and to hear and consider objections and protests to the proposed refuse and sewer rate modifications and the Report described below.

LOCATION OF REPORT: A report by IGService, dated April 12, 2018, describing details of the refuse and sewer rate modifications and increases and the method used to calculate the rate modifications and increases (the "Report") has been prepared, and the contents of the report submitted to the Council. The Report is on file at Parlier City Hall, 1100 East Parlier Avenue, and can also be found on the City of Parlier website. A copy of the Report can also be reviewed or obtained upon request. This information, along with the various refuse and sewer rate options, was presented and discussed during public workshops at the City Council meetings held on February 8, 2018, and March 8, 2018.

AMOUNT OF PROPOSED RATE MODIFICATIONS FOR YOU: The amounts of refuse and sewer rates (existing and proposed) are included as Exhibit "A".

REASON FOR THE PROPOSED MODIFICATION OF REFUSE AND SEWER RATES: The proposed modification of Parlier's refuse and sewer rates is to make the rate structure consistent with the cost of services provided. For refuse, the increases are primarily to cover contracted costs for service provided by Mid Valley Disposal. For sewer, the increases are to cover an accrued deficit, increased operating costs, and partially for capital improvements needed to the waste water treatment plant. The revenue from the modified rates and charges will not be more than the funds required for the City to provide adequate refuse and sewer service to you and other City customers.

BASIS FOR PROPOSED MODIFICATIONS OF REFUSE AND SEWER RATES: A description of how the modifications were calculated can be found in the Report on file at Parlier City Hall and on the City of Parlier website. A copy of the Report can also be reviewed or obtained upon request.

PROCEDURE FOR HEARING AND DETERMINING MAJORITY PROTEST: At the time stated above, the Council will hear and consider all objections and protests, if any, to the proposed refuse and sewer rate modifications and other matters described in the Report. The Council may continue the hearing from time to time. Prior to the close of the hearing, if **written protests** against the proposed modified refuse and sewer rates are presented and not withdrawn by a majority of the record owners of the parcels that would be subject to the modified refuse and sewer rates, the City may not impose the modified refuse and sewer rates; instead, refuse and sewer rates would continue at their existing, previously-approved amounts. If, at the close of the protest hearing, there is no majority protest as described above, the Council may approve the refuse and sewer rate modifications, as proposed or as changed by the Council, to be effective commencing July 1, 2018.

PRESERVING THE RIGHT TO CHALLENGE: Any person who wants to preserve the opportunity to file a lawsuit challenging the proposed refuse and sewer rate modifications, if imposed, or other matters described in the Report **must file a written protest** with the Council, stating the specific grounds of the protest. Any grounds not stated in a **written protest** filed with the Council before the close of the protest hearing on June 7, 2018, will be deemed waived and may not be raised in any subsequent lawsuit.

HOW TO PROTEST THE PROPOSED RATE INCREASES: All owners and tenants of property receiving refuse and sewer service, and interested persons are invited to attend the Public Hearing noticed above. Written protests must be received (*not postmarked*) by the City Clerk before or during the public hearing. Council will not count written protests submitted after the conclusion of the public hearing. Any protest submitted by e-mail or other electronic means will not be accepted. The protest must be signed by the property owner(s) or tenant(s) and must include the assessor's parcel number(s) or street address(es) of all property(ies) serviced, and your statement that you protest the increase in the refuse and sewer rates. Only one written protest per identified parcel or property will be counted for purposes of determining whether there is a majority protest.

ADDITIONAL INFORMATION: For additional information and answers to questions about the proposed refuse and sewer rate proceeding, contact Antonio Gastelum, Finance Director, (559) 646-3545 x 229, or agastelum@parlier.ca.us.

EXHIBIT "A"

City of Parlier Proposed Refuse Rate Schedule							
All rates are per month unless otherwise stated.	Present Rates	Proposed Rates					
		7/1/2018		7/1/2019	7/1/2020	7/1/2021	7/1/2022
		Increases:	Varied ¹	3.0%	3.0%	3.0%	3.0%
RESIDENTIAL CART SERVICE							
Three Cart 96 Gallon (G): 96/96/96	21.86	\$ 21.86	0%	\$ 22.52	\$ 23.19	\$ 23.89	\$ 24.60
Three Cart 64G: 64/96/96	19.77	19.77	0%	20.36	20.97	21.60	22.25
Extra 96	5.54	7.00	26%	7.21	7.43	7.65	7.88
Two Extra 96	11.37	14.00	23%	14.42	14.85	15.30	15.76
Senior Three Cart 96G: 96/96/96	18.29	18.29	0%	18.84	19.40	19.99	20.55
Senior Three Cart 64G: 64/96/96	17.24	17.24	0%	17.76	18.29	18.84	19.40
Senior Extra 96	5.84	7.00	20%	7.21	7.43	7.65	7.88
COMMERCIAL REFUSE SERVICE							
96G 1x per week	\$ 22.83	\$ 27.50	20%	\$ 28.33	\$ 29.17	\$ 30.05	\$ 30.95
1 yard 1x per week	45.83	55.00	20%	56.65	58.35	60.10	61.90
1 yard 2x per week	84.68	99.00	17%	101.97	105.03	108.18	111.43
1 yard 3x per week	n/a	148.50	n/a	152.96	157.54	162.27	167.14
2 yard 1x per week	67.58	85.00	26%	87.55	90.18	92.88	95.67
2 yard 2x per week	131.44	153.00	16%	157.59	162.32	167.19	172.20
2 yard 3x per week	189.80	229.50	21%	236.39	243.48	250.78	258.30
3 yard 1x per week	108.26	113.00	4%	116.39	119.88	123.48	127.18
3 yard 2x per week	171.35	203.40	19%	209.50	215.79	222.26	228.93
3 yard 3x per week	234.44	305.10	30%	314.25	323.68	333.39	343.39
4 yard 1x per week	140.70	139.00	-1%	143.17	147.47	151.89	156.45
4 yard 2x per week	201.21	250.20	24%	257.71	265.44	273.40	281.60
4 yard 3x per week	n/a	375.30	n/a	386.56	398.16	410.10	422.40
6 yard 1x per week	178.28	185.00	4%	190.55	196.27	202.15	208.22
6 yard 2x per week	314.10	333.00	6%	342.99	353.28	363.88	374.79
6 yard 3x per week	449.91	499.50	11%	514.49	529.92	545.82	562.19
COMMERCIAL RECYCLING SERVICE							
96G 1x per week	\$ 5.49	\$ 15.13	176%	\$ 15.58	\$ 16.05	\$ 16.53	\$ 17.02
3 yard 1x per week	60.53	62.15	3%	64.01	65.93	67.91	69.95
3 yard 2x per week	85.85	111.87	30%	115.23	118.68	122.24	125.91
3 yard 3x per week	111.17	167.81	51%	172.84	178.02	183.37	188.87
6 yard 1x per week	120.00	101.75	-15%	104.80	107.95	111.18	114.52
6 yard 2x per week	174.74	183.15	5%	188.64	194.30	200.13	206.14
6 yard 3x per week	225.00	274.73	22%	282.97	291.46	300.20	309.21
Contamination per incident	10.00	25.00	150%	25.75	26.52	27.32	28.14
COMMERCIAL ORGANICS SERVICE							
96G 1x per week	new	\$ 23.38	n/a	\$ 24.08	\$ 24.80	\$ 25.54	\$ 26.31
96G 2x per week	new	42.08	n/a	43.34	44.64	45.98	47.36
96G 3x per week	new	63.11	n/a	65.01	66.96	68.96	71.03
2 yard 1x per week	new	72.25	n/a	74.42	76.65	78.95	81.32
2 yard 2x per week	new	130.05	n/a	133.95	137.97	142.11	146.37
2 yard 3x per week	new	195.08	n/a	200.93	206.96	213.16	219.56
MISCELLANEOUS FEES							
Enclosure Access	new	\$ 20.00	n/a	\$ 20.60	\$ 21.22	\$ 21.85	\$ 22.51
Locking Lid Fee	new	25.00	n/a	25.75	26.52	27.32	28.14
Push/Pull Charge	new	20.00	n/a	20.60	21.22	21.85	22.51
Extra Pick Up, per Cubic Yard							
Municipal Solid Waste	new	\$ 37.67	n/a	\$ 38.80	\$ 39.96	\$ 41.16	\$ 42.39
Recycle	new	20.72	n/a	21.34	21.98	22.64	23.32
Organics	new	36.13	n/a	37.21	38.33	39.47	40.66
ROLL OFF (DROP BOX) SERVICE							
Hauling and exchange, per Box	new	\$ 214.50	n/a	\$ 220.94	\$ 227.56	\$ 234.39	\$ 241.42
Delivery Fee, per Box	new	38.50	n/a	39.66	40.84	42.07	43.33
Tonnage Fee, per ton	new	as billed	n/a	as billed	as billed	as billed	as billed
Note 1: Reset rates achieve an overall 7% revenue increase.							

City of Parlier Proposed Sewer Rate Schedule

Category of Service	Present	Proposed 7/1/18	Proposed 7/1/19	Proposed 7/1/20	Proposed 7/1/21	Proposed 7/1/22
		Reset Rate Structure ¹	9.0%	9.0%	9.0%	9.0%
Residential Customers	Per Month	Per Month	Per Month	Per Month	Per Month	Per Month
All Single-Family Residences and Multi-Family per unit	\$27.50	\$28.00	\$30.52	\$33.27	\$36.26	\$39.52
Single-Family Senior Rate (90%)	\$24.75	\$25.20	\$27.47	\$29.94	\$32.63	\$35.57
Commercial²		Minimum Monthly \$/TG	Minimum Monthly \$/TG	Minimum Monthly \$/TG	Minimum Monthly \$/TG	Minimum Monthly \$/TG
Includes first 9,000 gallons of metered water per month	\$27.50	\$28.00 \$3.40	\$30.52 \$3.71	\$33.27 \$4.04	\$36.26 \$4.40	\$39.52 \$4.80
Schools		Per Student per Month	Per Student per Month	Per Student per Month	Per Student per Month	Per Student per Month
Elementary and Middle Schools	Varied	\$0.90	\$0.98	\$1.07	\$1.17	\$1.27
High School	Varied	\$1.00	\$1.09	\$1.19	\$1.30	\$1.41
Industrial						
Fixed Monthly Fee	Varied	Customized	% increase	% increase	% increase	% increase
Flow , per thousand gallons discharge	None	\$1.81	\$1.97	\$2.15	\$2.34	\$2.55
BOD, per thousand lbs	None	\$271.00	\$295.00	\$322.00	\$351.00	\$383.00
Suspended Solids, per thousand lbs	None	\$282.00	\$307.00	\$335.00	\$365.00	\$398.00

Notes:

1. Reset rates achieve an overall 21% revenue increase.
2. Metered non-residential water customers with landscape may have sewer charges based on water demand during non-irrigation months.



AGENDA ITEM: 10
MEETING DATE: June 7, 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. 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.

FISCAL IMPACT:

There is no fiscal impact from the replacement agreement separate from the original agreement. However, from the original agreement, Mid-Valley was not paid the annual Cost of Living Adjustment (COLA) specified 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 2018, but 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 the 2014 assignment.

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

TABLE OF CONTENTS

SECTION 1 - COVENANTS, REPRESENTATIONS AND WARRANTIES	2
SECTION 2 - DEFINITIONS	3
SECTION 3 - GRANT AND ACCEPTANCE OF EXCLUSIVE FRANCHISE RESIDENTIAL AND COMMERCIAL FRANCHISE..	3
SECTION 4 – TERM AND TERMINATION	5
SECTION 5 - FRANCHISE AREA	<u>56</u>
SECTION 6 - SERVICES PROVIDED BY GRANTEE.....	<u>56</u>
SECTION 7 - OWNERSHIP OF SOLID WASTE INCLUDING RECYCLABLE MATERIALS	<u>89</u>
SECTION 8 - WASTE DELIVERY DESIGNATION	9
SECTION 9 - INDEMNIFICATION AND INSURANCE, AND PERFORMANCE BOND	9
SECTION 10 - FAILURE TO PERFORM AND REMEDIES.....	12
SECTION 11 - FRANCHISE TRANSFER REQUIREMENTS.....	<u>1516</u>
SECTION 12 - REPORTS	17
SECTION 13 - COMPENSATION	<u>1819</u>
SECTION 14 - FORCE MAJEURE	<u>2423</u>
SECTION 15 - OTHER PROVISIONS	24
SECTION 16 - SEVERABILITY	<u>2625</u>
SECTION 17 - ENTIRE AGREEMENT; AMENDMENT.....	<u>2625</u>
SECTION 18 – CONSTRUCTION OF FRANCHISE	26
EXHIBIT “A” – PROVIDED SERVICES	<u>2827</u>
EXHIBIT “B” – CITY CODE	<u>3129</u>
EXHIBIT “C” - DEFINITIONS	<u>3230</u>
EXHIBIT “D” - FEES.....	<u>3735</u>

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 2017, 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 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 AND 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.

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 following Consumer Price Index (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.

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) 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.

This section is intentionally blank. Signatures and Exhibits follow.

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
- (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. CONSUMER PRICE INDEX. "Consumer Price Index" or "CPI" means the 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.

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

J. 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.

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

L. 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.

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

N. 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.

- O. 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.
- P. 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.
- Q. 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.
- R. GRANTEE. "Grantee" means Mid-Valley Disposal, LLC, a California Limited Liability Company.
- S. 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.
- T. 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.
- U. 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).
- V. MANAGER. "Manager" means the City Manager of the City of Parlier, or designee of City Manager.

- W. 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.
- X. 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.
- Y. 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.
- Z. 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.
- AA. PROCESSING. "Processing" means the reduction, separation, recovery, conversion or recycling of Solid Waste.
- BB. RATES. "Rate" or "Rates" means rates charged by City of Parlier or by Grantee, as applicable, to Customers for Solid Waste Handling Services provided.
- CC. 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.
- DD. 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.
- EE. SECURITY. "Security" means a corporate surety bond, a letter of credit or other security device acceptable to City, as provided in Section 9–F.
- FF. 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.

GG. 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.

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

II. 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.

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

KK. 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. PROCEDURES FOR BILLING AND COLLECTION~~

~~The procedures for billing and collection of Fees for services provided under the terms of this Agreement are provided as Attachment 1 to this Exhibit.~~

~~C.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 Ctzn - 96/96/96	15.04
Residential - Snr Ctzn - 64/96/96	14.08
Residential - Snr Ctzn - Per additional 96 refuse	5.10
Commercial - Cart 1x	20.12
Commercial - 1 CU YD 1x	40.44
Commercial - 1 CU YD 2x	74.59
Commercial - 2 CU YD 1x	59.55
Commercial - 2 CU YD 2x	115.80
Commercial - 2 CU YD 3x	167.24
Commercial - 3 CU YD 1x	95.39
Commercial - 3 CU YD 2x	150.97
Commercial - 3 CU YD 3x	206.55
Commercial - 4 CU YD 1x	193.14
Commercial - 4 CU YD 2x	184.83
Commercial - 6 CU YD 1x	157.09
Commercial - 6 CU YD 2x	276.75
Commercial - 6 CU YD 3x	396.42
Recycling - 95 gallon cart	11.30
Recycling - Com 2 YD /1X	77.42
Recycling - Com 3 YD /1X	124.63
Recycling - Com 3 YD /2X	176.76
Recycling - Com 3 YD /3X	228.89
Recycling - Com 4 YD /2X	237.81
Recycling - Com 6 YD /2X	247.07
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	
Municipal Solid Waste	15.00
Recycle	10.00
Organics	13.00