

Lindsay City Council Agenda
Regular Meeting
Council Chambers at City Hall
251 E. Honolulu, Lindsay, California
Tuesday, September 13, 2016
6:00PM

1. a) Call to Order: 6:00 p.m.
b) Roll Call: Council members Salinas, Kimball, Watson, Mayor Pro Tem Sanchez, Mayor Padilla.
c) Flag Salute: Council member SALINAS.
d) Invocation:

 2. Public Comment: The public is invited to comment on any subject under the jurisdiction of the Lindsay City Council, including agenda items, other than noticed public hearings. Comments shall be limited to (3) minutes per person, with 30 minutes overall for the entire comment period, unless otherwise indicated by the Mayor.

 3. COUNCIL REPORTS.
Presented by Council members.

 4. STAFF REPORTS.
Presented by Bill Zigler, City Manager.

 5. Consent Calendar: These items are considered routine and will be enacted by one motion, unless separate discussion is requested by Council or members of the public.
Request for approval of the following: (pg.1-52)
 - a) Meeting Minutes for August 23rd, 2016.
 - b) Warrant List for August 25th, 2016.
 - c) Acceptance of August 31st, 2016 Treasurer's Report.
 - d) Well 15 Upgrade Project Update.
 - e) Pioneer Re-enactment of Historical Mail Run in Downtown Lindsay on Oct. 8th.
 - f) Renew Agreements with Lindsay Unified School District for Use of the City Swimming Pool & School Resources Officer.
 - g) Temporary Use Permit for Rib Cook-off on November 5th.
 - h) Proclamation declaring Sept. 17-23 Constitution Week.
 - i) Award of Bid for Landscaping Districts.

 6. CONSIDERATION OF RESOLUTION 16-40 APPOINTING SOLE NOMINEES TO THE CITY COUNCIL AND FOREGOING A MUNICIPAL ELECTION. (pg. 53-54)
Presented by Mario Zamora, City Attorney.

 7. UPDATE ON DOLLAR GENERAL SITE PLAN REVIEW.
Presented by Bill Zigler, City Manager.

 8. TRUCK ROUTE STUDY SESSION. (pg. 55-58)
Presented by Mike Camarena, City Services Director.

 9. CONSIDERATION OF RESOLUTION 16-41 APPROVING THE PLACEMENT OF A 4 WAY STOP SIGN AT THE INTERSECTION OF MIRAGE AVENUE AND LINDMORE STREET. (pg. 59-61)
Presented by Mike Camarena, City Services Director.

 10. CONSIDERATION OF RESOLUTION 16-42 AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE A JOINT POWERS AGREEMENT PROVIDING FOR THE CITY'S PARTICIPATION IN THE EAST KAWEAH GROUNDWATER SUSTAINABILITY AGENCY. (pg. 62-71)
Presented by Mike Camarena, City Services Director.

 11. A.D.A. SELF EVALUATION TRANSITION PLAN UPDATE. (pg. 72)
Presented by Mike Camarena, City Services Director.

 12. CITY WIDE PEDESTRIAN PATHWAYS STUDY UPDATE. (pg. 73)
Presented by Mike Camarena, City Services Director.
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13. ASSIGNMENT OF COUNCIL MEMBER TO ECONOMIC
DEVELOPMENT CORPORATION BOARD.

Presented by Mayor Padilla.

14. ADJOURN. The next Regular meeting is scheduled for **TUESDAY, SEPTEMBER 27, 2016 at 6:00 PM** in the Council Chambers at City Hall, 251 E. Honolulu, Lindsay, CA 93247.

Materials related to an Agenda item submitted to the legislative body after distribution of the Agenda Packet are available for public inspection in the office of the City Clerk during normal business hours. Complete agenda is available at www.lindsay.ca.us. In compliance with the Americans with Disabilities Act & Ralph M. Brown Act, if you need special assistance to participate in this meeting, or to be able to access this agenda and documents in the agenda packet, please contact the office of the City Clerk at (559) 562-7102 ext 8031. Notification 48 hours prior to the meeting will enable the City to ensure accessibility to this meeting and/or provision of an alternative format of the agenda and documents in the agenda packet.

Lindsay City Council Meeting Minutes

Pg. 8207

Regular Meeting
251 East Honolulu, Lindsay, California
Tuesday, August 23, 2016 at 6:00 P.M.

CALL TO ORDER.

Mayor PADILLA called the Regular Meeting of the Lindsay City Council to order at 6:00 p.m. in the Council Chambers at City Hall, 251 E. Honolulu, Lindsay, and California.

COUNCIL PRESENT: SALINAS, WATSON, KIMBALL, Mayor Pro Tem SANCHEZ, Mayor PADILLA.

COUNCIL ABSENT: None.

FLAG SALUTE: Mayor PADILLA.

INVOCATION: Pastor Mark Smith.

PUBLIC COMMENT:

Eric Sinclair-commented on grass fire, which occurred right after the big packinghouse fire on Tulare Road.

Trudy Wischemann-commented on the City's Planning Process and asked to speak during discussion of Dollar General Agenda Item #11.

Justin Poore-thanked Mike Camarena for bringing attention to Railroad Safety Awareness, as he was a survivor of a train accident.

COUNCIL REPORTS

Council member WATSON-had nothing to report.

Council member KIMBALL-provided report on TCAG meeting's Route Prioritization Study, Air Quality Update, planned Trip to Washington DC in September & State Route 65 to be repaved soon.

Council member SALINAS-had nothing to report.

Mayor Pro Tem SANCHEZ-had nothing to report.

Mayor PADILLA-had nothing to report.

STAFF REPORT

City Manager Bill Zigler reported on the following:

Letter of Award from the Air Pollution Control Board for purchase of (3) electric trucks & (2) electric vans

Water system recovering & keeping up with demand after fighting of packinghouse fire

Streets projects update

Autumn Hills Subdivision moving forward

Taco Bell Project moving along

McDermont Field House & Wellness Center now in Maintenance mode

Security System being installed at Wellness Center to promote safe atmosphere in & around the center

Thanked all who attended & contributed to the Helping One Woman Dinner which raised \$3200 for Marie Arroyo who is dealing with thyroid cancer

Received letter of thanks from Mr. & Mrs. Ben Harvey for the high quality gym at the Wellness Center

Justin Poore reported on Pokemon Go Event held Aug. 20th, next event targeted for Halloween

Suntreat Packing House fire and frustration with the smoke

City Attorney addressed ability for the City to recover costs/expenses for fire services provided

CONSENT CALENDAR:

a) Meeting Minutes for August 9th, 2016.

b) Warrant List for August 15th, 2016.

c) Well 15 Upgrade Project Update.

d) Temporary Use Permit for Menudo/Pozole Festival.

e) Request for Preliminary Subdivision Agreement Approval for Autumn Hills Estates.

Mayor PADILLA asked what action Council would like to take on the Consent Calendar.

ACTION:

On Motion by SALINAS and Second by SANCHEZ, the Lindsay City Council approved the Consent Calendar, Via Minute Order. Mayor PADILLA announced, Motion passed 5-0.

AYES: SALINAS, SANCHEZ, KIMBALL, WATSON, PADILLA.

NOES: None.

ABSENT: None.

DISCUSSION ON HONORING FIRST RESPONDERS

Mayor PADILLA introduced this item. She commended and acknowledged the efforts of the City of Porterville, City of Visalia, City of Tulare and City of Farmersville Fire Departments and Tulare County CalFire. Our City will be forever grateful for their assistance. Council & staff discussion followed on various activities that could be used to honor and show appreciation to our city's First Responders, Police Officers and EMT's stationed in Lindsay.

Mayor PADILLA then asked for Council input on what kind of event could be done by Council members. Suggestions included event similar to employee appreciation dinner done at Christmas, Council members volunteered to donate their September stipends to cover costs, Council member SALINAS volunteered to cook, event would be for First Responders and their families, plan event for late September to be held at the Wellness Center.

Council directed staff to look into planning an event to include All First Responders who participated in assistance with the packinghouse fire.

The City Manager will report back to Council with event details.

MAYOR'S PROCLAMATION DECLARING SEPTEMBER RAILROAD SAFETY MONTH

City Services Director Mike Camarena introduced this item and staff report. The City Services Director stated the State of California leads the nation in rail related fatalities, many of which could have been prevented by increased public awareness. He explained that Operation Lifesaver, a nationwide railroad safety organization, has requested that all agencies within Tulare County support their initiative of increasing railroad crossing danger awareness by supporting the attached proclamation.

Following brief discussion, Mayor PADILLA asked what action Council would like to take on this request.

ACTION:

On Motion by KIMBALL and Second by WATSON, the Lindsay City Council approved a request to declare September as Railroad Safety Month with a proclamation. Mayor PADILLA announced Motion passed 5-0.

AYES: KIMBALL, WATSON, SALINAS, SANCHEZ, PADILLA.
NOES: None.
ABSENT: None

DISCUSSION OF DESIGN REVIEW POSSIBILITIES FOR COMMERCIAL DEVELOPMENT.

Council member Brian Watson introduced this item & led Council discussion on potential architectural designs for commercial and/or residential development as Lindsay moves forward. Discussion included design standards and maybe a theme for the city such as Kingsburg and Solvang have.

Staff was directed to bring back ideas, provide steps for amending zoning and possibly creating a citizens advisory committee.

DISCUSSION OF TRUCK ROUTES.

Council member Brian Watson introduced this item. He stated the main reason for bringing this discussion was due to concerns of 18-wheelers trying to navigate the roundabout. Could this truck traffic be re-routed to avoid this area?

Council and staff discussion followed with main ideas including re-routing traffic through Mt. Vernon, properly sign truck routes, provide electronic maps to packinghouses and include truck routes on Google Map.

CONSIDERATION OF RESOLUTION 16-38 ACCEPTING EL RANCHO WATER SYSTEM IMPROVEMENT QUITCLAIM DEED & EXHIBITS AND AUTHORIZING THE MAYOR TO EXECUTE THE ASSIGNMENT OF CONTRACT.

City Services Director Mike Camarena introduced this item and staff report. The City Services Director stated that in August of 2012, the City entered into an agreement with Lindsay-Strathmore Irrigation District (LSID) to provide water service to the El Rancho area, northeast of Lindsay. There is no accommodation in this agreement for the automatic expansion of services outside of the original design.

CONSIDERATION OF RESOLUTION 16-38 ACCEPTING EL RANCHO WATER SYSTEM IMPROVEMENT QUITCLAIM DEED & EXHIBITS AND AUTHORIZING THE MAYOR TO EXECUTE THE ASSIGNMENT OF CONTRACT continued

The agreement states that City shall assume responsibility for the operation and maintenance of all physical components of the water system and for the administration, which includes customer service, billing, collection and accounting. Ownership of the system shall remain with LSID until one year past the filing of the notice of completion and the one-year warranty period.

Staff is requesting Council approval of Resolution 16-38 accepting El Rancho Water System Improvement Quitclaim Deed & Exhibits authorizing the Mayor to execute the assignment of contract on behalf of the City. The City has been performing these services since 2014 and this action will formally transfer all rights, title and interest of the El Rancho water system to the City.

Mayor PADILLA asked what action Council would like to take on Resolution 16-38.

ACTION:

On Motion by SALINAS and Second by KIMBALL, the Lindsay City Council approved Resolution 16-38 ACCEPTING EL RANCHO WATER SYSTEM IMPROVEMENT QUITCLAIM DEED & EXHIBITS AND AUTHORIZING THE MAYOR TO EXECUTE THE ASSIGNMENT OF CONTRACT. Mayor PADILLA announced Motion passed 5-0.

AYES: SALINAS, KIMBALL, WATSON, SANCHEZ, PADILLA.
NOES: None.
ABSENT: None

CONSIDERATION OF RESOLUTION 16-39 APPROVING SITE PLAN REVIEW FOR DOLLAR GENERAL.

City Manager Bill Zigler introduced this item and staff report. The City Manager stated this is a request by the Serna 2006 Family Trust for site plan review approval to construct a 9,000 SF retail building and an adjacent parking lot in the Central Commercial zoning district. The project would include development of four vacant properties located on the southeast corner of East Hermosa Street. He went on to describe the CEQA Guidelines as they relate to this project and the proposed project in further detail.

Council discussion included relocation of garbage enclosure to the rear, barrier material, change facade to mission revival/craftsman style, dress up the entrance, allow use of adjoining parking lot by non-patrons and landscaping buffer options.

Trudy Wischemann was allowed to speak during this discussion period as was requested during Public Comment. She stated she had concerns regarding trucks navigating the roundabout to deliver to Dollar General. She suggested the trash receptacle/enclosure be relocated to the back of the site for aesthetics and slide the entire building 25 feet south to provide larger area for trucks to get into the alley. Considering a sidewalk plaza on the northern landscape, adding benches and street trees would make the area a little friendlier and maybe decrease the water use and maintenance costs.

Staff and Councilmember KIMBALL were in support of suggested landscape change, maybe the developer will also support the changes.

Richard Harriman was allowed to speak during this discussion period. He stated that hearing the word compromise evolving at this meeting encouraged him. He added some landscaping ideas such as trees and maybe a mural could also be considered and is looking forward to working with staff and the developer on this project.

Further Council & staff discussion included maintenance responsibility for additional public space, possible transit stop and landscape buffer responsibility.

Mayor PADILLA then asked Council if there were any more questions, hearing none what action would you like to take on Resolution 16-39.

ACTION:

On Motion by SALINAS and Second by SANCHEZ, the Lindsay City Council DID NOT APPROVE RESOLUTION 16-39 BUT DIRECTED STAFF TO GO BACK TO THE DEVELOPER WITH NOTED REQUESTS AND REPORT BACK TO COUNCIL, Via Minute Order. Mayor PADILLA announced the Motion passed 5-0.

REQUEST FOR APPROVAL OF TEMPORARY USE PERMIT TO CLOSE A PORTION OF SWEET BRIER AVENUE FOR A CAR SHOW FROM 6AM TO 7PM ON SUNDAY, SEPTEMBER 4TH.

McDermont Field House Director Clint Ashcraft introduced this item and staff report. The McDermont Field House Director stated that a car show organized by the Lindsay Chamber of Commerce and Ruben Gonzales is planned to be held on September 4th from 11am to 5pm. A higher number of vehicles than can be permitted within the McDermont Field House are expected for this event and we are asking to close a portion of Sweet Brier Avenue to accommodate them.

He described the event in further detail and asked for Council approval with the conditions contained in the staff report.

Following brief discussion, Mayor PADILLA asked if there were any more questions or discussion. Seeing none, she asked what action Council would like to take on this request

ACTION:

On Motion by SALINAS and Second by SANCHEZ, the Lindsay City Council approved THE REQUEST FOR A TEMPORARY USE PERMIT TO CLOSE A PORTION OF SWEET BRIER AVENUE FOR A CAR SHOW FROM 6AM TO 7PM ON SUNDAY, SEPTEMBER 4TH, Via Minute Order. Mayor announced Motion passed 5-0.

AUDIT REPORT FOR FISCAL YEAR 2014/2015.

Finance Director Justin Poore introduced this item and staff report. The Finance Director provided a brief overview of the 2014/2015 audit report prepared by Brown Armstrong Accountancy on August 12th, 2016.

Findings included in audit are:

- 1) Notes Receivable Reconciliation
- 2) Segregation of duties
- 3) Financial Reporting
- 4) Reconciling Accounts to Supporting Documentation – Accounting Controls
- 5) Cash and Cash Equivalents
- 6) Utility Billings
- 7) Due To / From
- 8) Advances To/From

Each of the above findings were successfully defended with management response.

Council/Staff discussion included working on next budget year immediately following budget adoption; review service costs annually and education on Prop. 218 process for utility rates.

No Council Action was requested or taken on this item.

DISCUSSION ON MODIFICATION TO FINANCE DEPARTMENT COUNTER HOURS.

Finance Director Justin Poore introduced this item. The Finance Director provided Council with a memo describing his desire to reduce the daily counter hours in the Finance Department from 8-5 daily to 8:30-4pm daily to reduce staff time, decrease errors, increase revenue collection and increase service to our residents. Regular Counter hours would remain unchanged for Shut off Day and FINAL shut off Days.

Staff intends to integrate technology payment methods to reduce foot traffic through the Finance Department to the point where the front counter staff position can easily be rotated by current staff without diminishing current staff duties and requirements.

Council & Staff discussion included educating the public on alternative payment methods and the City absorbing \$1.95 of customer cost to pay online.

There was full Council support on the request to limit counter hours and designated Oct. 1st as a target date for implementation.

REQUEST TO APPOINT INCUMBENTS/NOMINEES FOR 2016 ELECTION.

City Attorney Mario Zamora introduced this item and staff report. The City Attorney explained the City of Lindsay had (3) seats open for the 2016 Election. He stated that the City Clerk has informed staff that only (3) persons were qualified by the Tulare County Elections Office. Since there were only enough nominations to fill the open positions, per Election Code 10229, the Lindsay City Council may either:

REQUEST TO APPOINT INCUMBENTS/NOMINEES FOR 2016 ELECTION.

- (1) Appoint to the office the person(s) who have been nominated
- (2) Appoint to the office an eligible elector if no one has been nominated.
- (3) Hold the election, if either no one or only one person has been nominated.

ACTION:

On Motion by SALINAS and Second by WATSON, the Lindsay City Council approved a REQUEST TO APPOINT INCUMBENTS/NOMINEES FOR 2016 ELECTION, Via Minute Order. Motion passed 5-0.

AYES: SALINAS, WATSON, KIMBALL, SANCHEZ, PADILLA.
NOES: None.
ABSENT: None.

With no further business, Mayor PADILLA asked for a motion to adjourn the meeting.

ADJOURN. Upon motion by **WATSON** and Second by **SALINAS**, Mayor PADILLA adjourned the Meeting of the Lindsay City Council at 8:02 pm. The next Regular City Council Meeting is scheduled for **Tuesday, September 13, 2016 at 6PM** in the Council Chambers at City Hall, 251 E. Honolulu, Lindsay, CA 93247.

ATTEST:

CITY COUNCIL OF THE CITY OF LINDSAY

Carmela Wilson, City Clerk

Ramona Villarreal-Padilla, Mayor

CITY OF LINDSAY ORGANIZATIONAL CHART FOR 2016-2017

FUND /DEPT	TITLE/DESCRIPTION		
1014010	CITY COUNCIL		
1014040	CITY MANAGER		
1014050	FINANCE		
1014060	CITY ATTORNEY		
1014090	NON-DEPARTMENTAL		
1014110	PUBLIC SAFETY		
1014120	PUBLIC WORKS DEPT.		
1014130	STREETS		
1014210	PARKS		
1024111	ASSET FORFEITURE		RESTRICTED FUND
2614160	GAS TAX-MAINTENANCE		RESTRICTED FUND
2634180	TRANSPORTATION		RESTRICTED FUND
2644190	TRANSIT FUND		RESTRICTED FUND
3004300	MCDERMONT OPERATION		ENTERPRISE FUND
4004400	WELLNESS CENTER/AQUATIC		ENTERPRISE FUND
5524552	WATER		ENTERPRISE FUND
5534553	SEWER		ENTERPRISE FUND
5544554	REFUSE		ENTERPRISE FUND
5564556	LAND APPLICATION		SPECIAL REVENUE FUND
600	CAPITAL IMPROVEMENT FUND		ISF
8414140	CURB & GUTTER		SPECIAL REVENUE FUND
856	STORM DRAIN SYSTEM		SPECIAL REVENUE FUND
857	DOMESTIC WASTEWATER		SPECIAL REVENUE FUND
660	SUCCESSOR AGENCY FUND - RDA		
662	SUCCESSOR AGENCY FUND - LMI		
ASSESSMENT DISTRICTS:			
8834883	SIERRA VIEW	8884888	PARKSIDE ESTATES
8844884	HERITAGE PARK	8894889	SIERRA VISTA
8854885	INGOLDSBY	8904890	MAPLE VALLEY
8864886	SAMOA STREET	8914891	PELOUS RANCH
8874887	SWEETBRIER UNITS		
HOUSING AND COMMUNITY DEVELOPMENT:			
7004700	CDBG REVOLVING LN FUND		
7204720	HOME REVOLVING LN FUND		
779	IMPOUND ACCOUNT		

NOTE: All payments using the object code of 200: EXAMPLE XXX-200-XXX are Liability accounts for monies collected from other sources - i.e. payroll deductions, deposits, impounds, etc - and are not Expenses to City

WARRANT LIST 9/13/16

CHECK#	DATE	VENDOR#	VENDOR	FUND	ACCOUNT	DESCRIPTION	AMOUNT
87213	8/25/16	2873	ADVANTANGE ANSWERING	1014120	033001	2672008012016	\$45.83
87213	8/25/16	2873	ADVANTANGE ANSWERING	5524552	033001	2672008012016	\$45.83
87213	8/25/16	2873	ADVANTANGE ANSWERING	5534553	033001	2672008012016	\$45.83
87213	8/25/16	2873	ADVANTANGE ANSWERING	1014090	037018	2672008012016-LATE FEE	\$10.00
87212	8/25/16	6048	ALL STAR ELITE SPORTS	3004300	055002	INV1059	\$98.77
87212	8/25/16	6048	ALL STAR ELITE SPORTS	3004300	055002	INV1057	\$493.59
87196	8/25/16	1858	ALL-PRO FIRE AND SAFETY	1014120	037000	6850	\$60.00
87215	8/25/16	6051	ALPHABRODER	3004300	069102	83547685	\$1,105.16
87215	8/25/16	6051	ALPHABRODER	3004300	069115	83790522	\$277.50
87215	8/25/16	6051	ALPHABRODER	3004300	069115	83784939	\$277.50
87215	8/25/16	6051	ALPHABRODER	3004300	069115	83798453	\$277.50
87214	8/25/16	1986	AMERICAN WATER WOKS ASSOC.	5524552	037004	7001216704	\$255.00
87209	8/25/16	4908	AMERITAS LIFE INSURANCE CORP.	101	200260	DIVISION 1	\$1,472.16
87209	8/25/16	4908	AMERITAS LIFE INSURANCE CORP.	101	200260	DIVISION 2	\$3,157.04
87197	8/25/16	4924	ASI ADMINISTRATIVE SOLUTIONS	1014090	015010	94361-JUNE	\$72.20
87197	8/25/16	4924	ASI ADMINISTRATIVE SOLUTIONS	1014090	015010	95660-JULY	\$66.70
87217	8/25/16	5845	BERNARDINO VILLANUEVA	5524552	038002	MEAL STIPEND	\$34.00
87207	8/25/16	2047	BLUE SHIELD	101	200260	AUGUST 2016	\$64,470.68
87216	8/25/16	4073	BRYAN RIOS	5524552	038002	MEAL STIPEND	\$34.00
87218	8/25/16	051	BSK	5524552	022001	A614378	\$245.00
87218	8/25/16	051	BSK	5524552	022001	A613906	\$120.00
87218	8/25/16	051	BSK	5524552	022001	A613629	\$245.00
87218	8/25/16	051	BSK	5524552	022001	A617057	\$170.00
87218	8/25/16	051	BSK	5524552	022001	A616413	\$120.00
87218	8/25/16	051	BSK	5524552	022001	A615988	\$120.00
87218	8/25/16	051	BSK	5524552	022001	A616392	\$245.00
87218	8/25/16	051	BSK	5524552	022001	A616759	\$195.00
87218	8/25/16	051	BSK	5524552	022001	A617537	\$120.00
87218	8/25/16	051	BSK	5524552	022001	A617206	\$295.00
87218	8/25/16	051	BSK	5524552	022001	A617224	\$245.00
87218	8/25/16	051	BSK	5524552	022001	A614737	\$120.00
87218	8/25/16	051	BSK	5524552	022001	A614739	\$295.00
87218	8/25/16	051	BSK	5524552	022001	A615043	\$120.00

WARRANT LIST 9/13/16

CHECK#	DATE	VENDOR#	VENDOR	FUND	ACCOUNT	DESCRIPTION	AMOUNT
87218	8/25/16	051	BSK	5524552	022001	A615191	\$295.00
87198	8/25/16	2688	CA. ANIMAL HEALTH & FOOD SAFETY	1014110	031010	0759A-MARCH 2016	\$88.60
87198	8/25/16	2688	CA. ANIMAL HEALTH & FOOD SAFETY	1014110	031010	CIT013-APRIL 2016	\$88.60
87198	8/25/16	2688	CA. ANIMAL HEALTH & FOOD SAFETY	1014110	031010	CIT013-MAY 2016	\$88.60
87198	8/25/16	2688	CA. ANIMAL HEALTH & FOOD SAFETY	1014110	031010	CIT013-JUNE 2016	\$88.60
87198	8/25/16	2688	CA. ANIMAL HEALTH & FOOD SAFETY	1014110	031010	CIT013-JULY 2016	\$88.60
87198	8/25/16	2688	CA. ANIMAL HEALTH & FOOD SAFETY	1014110	031010	CIT013-AUG. 2016	\$88.60
87222	8/25/16	1979	CA. BUILDING STANDARDS COMMISSION	101	200258	APR-JUNE 2016 SB1473	\$111.60
87221	8/25/16	113	CALIFORNIA DEPT. OF TRANSPORTATION	2614160	032004	SL161019	\$874.39
87220	8/25/16	873	CALIFORNIA RURAL WATER ASSOC.	5524552	038002	CERT. DINO,FRANK&BRYAN	\$750.00
87286	8/25/16	873	CALIFORNIA RURAL WATER ASSOC.	5524552	038002	GRADES 1-2 CERT. RUDY H.	\$250.00
87219	8/25/16	2691	CBC INNOVIS	1014110	031000	6183504481	\$21.15
87225	8/25/16	076	CENTRAL VALLEY BUSINESS FROMS	5534553	021000	199322	\$84.06
87225	8/25/16	076	CENTRAL VALLEY BUSINESS FROMS	5524552	022000	199322	\$84.06
87225	8/25/16	076	CENTRAL VALLEY BUSINESS FROMS	5544554	022000	199322	\$84.06
87225	8/25/16	076	CENTRAL VALLEY BUSINESS FROMS	1014070	021000	199459	\$138.20
87225	8/25/16	076	CENTRAL VALLEY BUSINESS FROMS	1014120	021000	199459	\$138.20
87225	8/25/16	076	CENTRAL VALLEY BUSINESS FROMS	1014050	021000	199459	\$138.20
87225	8/25/16	076	CENTRAL VALLEY BUSINESS FROMS	4004400	022000	199459	\$138.19
87225	8/25/16	076	CENTRAL VALLEY BUSINESS FROMS	1014110	021000	199459	\$138.19
87227	8/25/16	2989	CNA SURETY	1014090	034000	BOND/POLICY#69414753	\$826.15
87223	8/25/16	2122	COLLEGE OF THE SEQUOIAS	1014110	037008	REGISTRATION FEES-DEMPSIE	\$1,428.00
87226	8/25/16	2319	COMPUTER SYSTEMS PLUS	1014050	036008	95444	\$45.00
87281	8/25/16	075	CSJVRMA	1014090	037018	RMA-2016-0254	\$1,000.00
87224	8/25/16	4632	CTL-SEE'S INC.	1014120	031000	10621	\$2,400.00
87276	8/25/16	4051	DELTA STRIKE	3004300	069113	INV-0617	\$2,920.00
87228	8/25/16	111	DEPT. OF CONSERVATION	101	200340	SEISMIC APR-JUNE 2016	\$260.04
87231	8/25/16	5599	DEROSA SALES	3004300	069116	0530402	\$495.96
87231	8/25/16	5599	DEROSA SALES	3004300	069116	0530522	\$336.00
87231	8/25/16	5599	DEROSA SALES	3004300	069116	0530270	\$491.04
87230	8/25/16	3733	DIRECTV	4004400	033001	059208626	\$185.97
87229	8/25/16	119	DOUG DELEO WELDING	6004775	064002	16-1767	\$450.00

WARRANT LIST 9/13/16

CHECK#	DATE	VENDOR#	VENDOR	FUND	ACCOUNT	DESCRIPTION	AMOUNT
87232	8/25/16	3873	E&M'S REPTILE FAMILY	3004300	069115	7795	\$250.00
87233	8/25/16	4460	EVANS FED AND LIVESTOCK	1014110	066017	453207	\$50.85
87277	8/25/16	3409	FASTENAL COMPANY	3004300	069092	CAPOR29531	\$539.89
87277	8/25/16	3409	FASTENAL COMPANY	3004300	069092	CAPOR29393	\$790.50
87234	8/25/16	3461	FERGUSON ENTERPRISES	5524552	022000	1193209-1	\$252.02
87234	8/25/16	3461	FERGUSON ENTERPRISES	5524552	022000	1193209	\$237.82
87234	8/25/16	3461	FERGUSON ENTERPRISES	5524552	022000	1200670	\$124.90
87284	8/25/16	6052	FRANK JUAREZ	5524552	038002	MEAL STIPEND	\$34.00
87235	8/25/16	3478	FRESNO PIPE & SUPPLY	5524552	022000	6384	\$1,043.79
87236	8/25/16	137	FRIANT WATER AUTHORITY	5524552	022010	110072	\$1,706.00
87236	8/25/16	137	FRIANT WATER AUTHORITY	5524552	022010	110056	\$9,405.06
87237	8/25/16	6010	FRONTIER COMMUNICATION	5534553	033001	559-562-6317	\$68.98
87237	8/25/16	6010	FRONTIER COMMUNICATION	1014120	033001	209-188-3200	\$40.58
87237	8/25/16	6010	FRONTIER COMMUNICATION	1014210	033001	209-188-3200	\$1.99
87237	8/25/16	6010	FRONTIER COMMUNICATION	1014110	033001	209-188-3200	\$2,156.65
87237	8/25/16	6010	FRONTIER COMMUNICATION	5524552	033001	209-188-3200	\$324.67
87237	8/25/16	6010	FRONTIER COMMUNICATION	5534553	033001	209-188-3200	\$473.07
87199	8/25/16	1970	GIOTTO'S	5524552	033001	109913	\$83.88
87240	8/25/16	148	GOMEZ AUTO & SMOG	5524552	022015	1809, 1856	\$948.99
87240	8/25/16	148	GOMEZ AUTO & SMOG	5534553	022015	1826, 1858	\$948.99
87240	8/25/16	148	GOMEZ AUTO & SMOG	1014130	022015	1841	\$237.25
87240	8/25/16	148	GOMEZ AUTO & SMOG	1014120	002015	1850	\$237.25
87240	8/25/16	148	GOMEZ AUTO & SMOG	8914891	002015	1833	\$47.77
87240	8/25/16	148	GOMEZ AUTO & SMOG	8844884	002015	1833	\$47.77
87240	8/25/16	148	GOMEZ AUTO & SMOG	8874887	002015	1838	\$47.77
87240	8/25/16	148	GOMEZ AUTO & SMOG	8864886	002015	1838	\$47.77
87240	8/25/16	148	GOMEZ AUTO & SMOG	8894889	002015	1845	\$47.76
87240	8/25/16	148	GOMEZ AUTO & SMOG	8904890	002015	1845	\$47.76
87240	8/25/16	148	GOMEZ AUTO & SMOG	8834883	002015	1855	\$47.76
87240	8/25/16	148	GOMEZ AUTO & SMOG	8884888	002015	1855	\$47.76
87240	8/25/16	148	GOMEZ AUTO & SMOG	1014210	002015	1855	\$573.18
87240	8/25/16	148	GOMEZ AUTO & SMOG	1014110	002015	1807	\$246.09

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CHECK#	DATE	VENDOR#	VENDOR	FUND	ACCOUNT	DESCRIPTION	AMOUNT
87240	8/25/16	148	GOMEZ AUTO & SMOG	1014110	002015	1799	\$216.76
87240	8/25/16	148	GOMEZ AUTO & SMOG	1014110	002015	1818	\$350.78
87240	8/25/16	148	GOMEZ AUTO & SMOG	1014110	002015	1808	\$246.84
87240	8/25/16	148	GOMEZ AUTO & SMOG	1014110	002015	1820	\$19.18
87240	8/25/16	148	GOMEZ AUTO & SMOG	1014110	002015	1830	\$249.58
87240	8/25/16	148	GOMEZ AUTO & SMOG	1014110	002015	1825	\$426.31
87239	8/25/16	5647	GRISWOLD,LASALLE,COBB,DOWD&GIN, L.L.P.	1014060	031000	22752.009	\$113.10
87239	8/25/16	5647	GRISWOLD,LASALLE,COBB,DOWD&GIN, L.L.P.	1014060	031000	22752.007	\$503.10
87239	8/25/16	5647	GRISWOLD,LASALLE,COBB,DOWD&GIN, L.L.P.	1014060	031000	22752.003	\$1,023.75
87239	8/25/16	5647	GRISWOLD,LASALLE,COBB,DOWD&GIN, L.L.P.	1014060	031000	22752.004	\$299.33
87239	8/25/16	5647	GRISWOLD,LASALLE,COBB,DOWD&GIN, L.L.P.	1014060	031000	22752.002	\$2,836.65
87238	8/25/16	5680	GUTIERREZ SOCCER SHOP	3004300	055019	1	\$405.00
87241	8/25/16	3824	HIGH SIERRRA LUMBER	6004775	064002	30197466	\$13.66
87241	8/25/16	3824	HIGH SIERRRA LUMBER	6004775	064002	30197239	\$166.45
87242	8/25/16	1391	HOME DEPOT	1014210	022000	5580297	\$82.03
87242	8/25/16	1391	HOME DEPOT	1014120	022000	1012527	\$10.81
87242	8/25/16	1391	HOME DEPOT	1014210	022000	1012527	\$54.22
87242	8/25/16	1391	HOME DEPOT	1014120	023000	6160265	\$115.69
87242	8/25/16	1391	HOME DEPOT	1014210	022000	5592193	\$74.36
87242	8/25/16	1391	HOME DEPOT	1014120	022000	9150009	\$131.35
87242	8/25/16	1391	HOME DEPOT	1014050	021000	9150008	\$45.00
87242	8/25/16	1391	HOME DEPOT	1014070	021000	9150008	\$22.57
87242	8/25/16	1391	HOME DEPOT	1014120	021000	9150008	\$22.58
87243	8/25/16	192	JAMES WINTON & ASSOCIATES	1014120	031000	18440	\$500.00
87200	8/25/16	4754	KAWEAH DELTA WATER CONSERV. DISTRICT	5524552	031000	1/1/15-12/31/15 IRWM GROUP	\$2,400.00
87244	8/25/16	3901	KIEFER SWIM PRODUCTS	4004400	022000	617663	\$519.27
87246	8/25/16	1932	LALANNE'S INC.	1014130	023000	3425010	\$11.94
87247	8/25/16	5701	LAMAR COMPANIES	3004300	069084	107259868	\$1,287.00
87250	8/25/16	4956	LAWRENCE TRACTOR COMPANY, INC.	1014210	022000	177366	\$156.70
87250	8/25/16	4956	LAWRENCE TRACTOR COMPANY, INC.	1014210	022000	176994	\$2,031.40
87248	8/25/16	1457	LESLIE'S POOL SUPPLIES	3004300	095002	125-459214	\$39.75
87248	8/25/16	1457	LESLIE'S POOL SUPPLIES	4004400	069076	837-44098	\$111.64

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CHECK#	DATE	VENDOR#	VENDOR	FUND	ACCOUNT	DESCRIPTION	AMOUNT
87248	8/25/16	1457	LESLIE'S POOL SUPPLIES	3004300	095002	125-458395	\$493.26
87245	8/25/16	4324	LINDSAY UNIFIED SCHOOL DISTRICT	3004300	055026	16-0190-4TH QTR EXPENSES	\$607.17
87249	8/25/16	227	LIVICK TRUCK AND BUS REPAIR	1014110	022015	13362	\$1,600.43
87249	8/25/16	227	LIVICK TRUCK AND BUS REPAIR	1014110	022015	13366	\$1,643.30
87251	8/25/16	2313	MIDTOWN SPORTS VISALIA	3004300	065010	0016135-0	\$308.50
87251	8/25/16	2313	MIDTOWN SPORTS VISALIA	3004300	055002	0016135-0	\$337.04
87251	8/25/16	2313	MIDTOWN SPORTS VISALIA	3004300	055002	0016415-0	\$178.35
87251	8/25/16	2313	MIDTOWN SPORTS VISALIA	3004300	055010	0016415-0	\$356.32
87210	8/25/16	5625	NGLIC/SUPERIOR VISION	101	200260	AUGUST 2016	\$594.66
87278	8/25/16	1566	PACIFIC PROPERTY AND CASUALTY	779	200351	JORGE AVALOS PREMIUM	\$599.00
87253	8/25/16	3750	PEPSI	3004300	069116	34945506	\$842.77
87253	8/25/16	3750	PEPSI	3004300	069116	39028956	\$714.56
87252	8/25/16	6019	PORTERVILLE PRIVATE SECURITY	4004400	069076	6/25/16-7/9/16	\$102.00
87252	8/25/16	6019	PORTERVILLE PRIVATE SECURITY	4004400	069115	7/30/16	\$323.00
87254	8/25/16	5713	PPG ARCHITECTURAL COATINGS	1014210	022000	971704017304	\$378.06
87279	8/25/16	5796	PRESORT OF FRESNO	5524552	022000	UB-AUGUST 2016	\$446.74
87279	8/25/16	5796	PRESORT OF FRESNO	5534553	022000	UB-AUGUST 2016	\$446.74
87279	8/25/16	5796	PRESORT OF FRESNO	5544554	022000	UB-AUGUST 2016	\$446.72
87201	8/25/16	285	QUILL	1014050	021000	3940955	\$9.70
87201	8/25/16	285	QUILL	1014110	022000	P.S. 6745836	\$172.75
87201	8/25/16	285	QUILL	1014050	021000	FINANCE 6745836	\$259.14
87201	8/25/16	285	QUILL	1014110	022000	6714209	\$67.79
87201	8/25/16	285	QUILL	4004400	022000	6375804	\$12.95
87201	8/25/16	285	QUILL	4004400	022000	6297633	\$60.46
87201	8/25/16	285	QUILL	4004400	022000	6292983	\$736.40
87201	8/25/16	285	QUILL	4004400	022000	6309629	\$46.73
87201	8/25/16	285	QUILL	4004400	022000	6380024	\$30.66
87201	8/25/16	285	QUILL	3004300	069101	7286568	\$2,477.54
87201	8/25/16	285	QUILL	3004300	069101	7290057	\$21.56
87201	8/25/16	285	QUILL	1014050	021000	7370651	\$24.17
87201	8/25/16	285	QUILL	1014050	021000	7370652	\$221.01
87201	8/25/16	285	QUILL	1014050	021000	7363560	\$66.67

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CHECK#	DATE	VENDOR#	VENDOR	FUND	ACCOUNT	DESCRIPTION	AMOUNT
87201	8/25/16	285	QUILL	1014110	021000	7363570	\$261.25
87201	8/25/16	285	QUILL	1014210	022000	7363606	\$399.49
87201	8/25/16	285	QUILL	1014120	022000	7363606	\$241.81
87255	8/25/16	5356	RAY MORGAN COMPANY	1014120	036008	1311356	\$32.46
87255	8/25/16	5356	RAY MORGAN COMPANY	1014050	036008	1311356	\$34.36
87255	8/25/16	5356	RAY MORGAN COMPANY	1014070	036008	1311356	\$15.67
87255	8/25/16	5356	RAY MORGAN COMPANY	1014040	036008	1311356	\$27.57
87255	8/25/16	5356	RAY MORGAN COMPANY	3004300	069113	1311356	\$282.63
87255	8/25/16	5356	RAY MORGAN COMPANY	1014110	036008	1311356	\$291.34
87255	8/25/16	5356	RAY MORGAN COMPANY	1014110	036008	1311356	\$135.20
87285	8/25/16	6053	RUDY HERNANDEZ	5524552	038002	MEAL STIPEND	\$34.00
87259	8/25/16	298	SAVE MART	3004300	055026	8/1/16	\$69.91
87282	8/25/16	2168	SELF-HELP ENTERPRISES	7204720	03100	JULY 2016 GENERAL ADMIN	\$2,200.00
87282	8/25/16	2168	SELF-HELP ENTERPRISES	7004700	03100	JULY 2016 GENERAL ADMIN	\$2,200.00
87203	8/25/16	302	SEQUOIA TOWING	1014110	022015	10875	\$80.00
87261	8/25/16	2133	SHROPSHIRE CONTAINERS	3004300	069113	25791	\$100.00
87263	8/25/16	307	SILVAS OIL COMPANY	1014130	022012	690052	\$176.40
87263	8/25/16	307	SILVAS OIL COMPANY	5524552	022012	690052	\$176.40
87263	8/25/16	307	SILVAS OIL COMPANY	5534553	022012	690052	\$176.40
87263	8/25/16	307	SILVAS OIL COMPANY	1014120	022012	690052	\$176.40
87263	8/25/16	307	SILVAS OIL COMPANY	2614160	022012	690052	\$176.40
87263	8/25/16	307	SILVAS OIL COMPANY	1014210	022012	690052	\$88.20
87263	8/25/16	307	SILVAS OIL COMPANY	8834883	022012	690052	\$30.82
87263	8/25/16	307	SILVAS OIL COMPANY	8884888	022012	690052	\$20.48
87263	8/25/16	307	SILVAS OIL COMPANY	8914891	022012	690052	\$15.42
87263	8/25/16	307	SILVAS OIL COMPANY	8844884	022012	690052	\$8.61
87263	8/25/16	307	SILVAS OIL COMPANY	8874887	022012	690052	\$5.59
87263	8/25/16	307	SILVAS OIL COMPANY	8864886	022012	690052	\$3.65
87263	8/25/16	307	SILVAS OIL COMPANY	8894889	022012	690052	\$2.36
87263	8/25/16	307	SILVAS OIL COMPANY	8904890	022012	690052	\$1.27
87258	8/25/16	1776	SMART & FINAL	4004400	069116	8/9/16	\$172.88
87258	8/25/16	1776	SMART & FINAL	4004400	069115	8/9/16	\$93.32

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CHECK#	DATE	VENDOR#	VENDOR	FUND	ACCOUNT	DESCRIPTION	AMOUNT
87264	8/28/16	310	SOUTHERN CA. EDISON	5534553	032001	3-035-4725-72	\$30.53
87264	8/28/16	310	SOUTHERN CA. EDISON	1014090	037018	3-035-4725-72-LATE FEE	\$0.26
87264	8/28/16	310	SOUTHERN CA. EDISON	5534553	032001	3-001-1837-87	\$3,522.30
87264	8/28/16	310	SOUTHERN CA. EDISON	1014090	037018	3-001-1837-87-LATE FEE	\$24.82
87264	8/28/16	310	SOUTHERN CA. EDISON	8914891	032001	3-040-6165-51	\$26.77
87264	8/28/16	310	SOUTHERN CA. EDISON	3004300	069108	3-033-6548-68	\$28.12
87264	8/28/16	310	SOUTHERN CA. EDISON	1014090	037018	3-033-6548-68-LATE FEE	\$0.24
87264	8/28/16	310	SOUTHERN CA. EDISON	3004300	069108	3-027-1508-28	\$14,188.78
87264	8/28/16	310	SOUTHERN CA. EDISON	1014090	037018	3-027-1508-28-LATE FEE	\$115.39
87264	8/28/16	310	SOUTHERN CA. EDISON	4004400	032006	3-031-5675-04	\$5,685.90
87264	8/28/16	310	SOUTHERN CA. EDISON	1014090	037018	3-031-5675-04-LATE FEE	\$65.42
87264	8/28/16	310	SOUTHERN CA. EDISON	8914891	032001	2-32-032-1755	\$52.17
87264	8/28/16	310	SOUTHERN CA. EDISON	1014090	037018	2-32-032-1755-LATE FEE	\$0.41
87256	8/25/16	3634	STATE FARM	779	200351	JESUS H. INSURANCE	\$439.00
87257	8/25/16	5691	STATE WATER RESOURCES CONTROL BOARD	5524552	038002	WATER OP CERT DINO&FRANK	\$100.00
87262	8/25/16	5267	SUNGARD PUBLIC SECTOR	1014120	037000	124146	\$605.00
87262	8/25/16	5267	SUNGARD PUBLIC SECTOR	3004300	037000	124146	\$605.00
87262	8/25/16	5267	SUNGARD PUBLIC SECTOR	5524552	037000	124146	\$605.00
87262	8/25/16	5267	SUNGARD PUBLIC SECTOR	5534553	019000	124146	\$605.00
87262	8/25/16	5267	SUNGARD PUBLIC SECTOR	1014050	037000	124146	\$605.00
87262	8/25/16	5267	SUNGARD PUBLIC SECTOR	1014050	037000	124146-ADDITIONAL USER	\$32.00
87202	8/25/16	5899	SUPPLYWORKS	3004300	069092	371109299	\$934.74
87202	8/25/16	5899	SUPPLYWORKS	3004300	069092	371482746	\$932.97
87260	8/25/16	3682	SYSCO	3004300	069116	608110688	\$1,041.30
87260	8/25/16	3682	SYSCO	3004300	069116	607280118	\$815.23
87260	8/25/16	3682	SYSCO	3004300	069116	608010227	\$2,561.16
87260	8/25/16	3682	SYSCO	3004300	069116	607250242	\$339.01
87260	8/25/16	3682	SYSCO	4004400	069116	607250242	\$64.89
87260	8/25/16	3682	SYSCO	3004300	069116	607210291	\$756.34
87260	8/25/16	3682	SYSCO	3004300	069116	607180115	\$579.49
87260	8/25/16	3682	SYSCO	3004300	069116	607140154	\$895.62
87260	8/25/16	3682	SYSCO	4004400	069116	607140154	\$160.66

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CHECK#	DATE	VENDOR#	VENDOR	FUND	ACCOUNT	DESCRIPTION	AMOUNT
87260	8/25/16	3682	SYSCO	3004300	069116	607050299	\$947.29
87260	8/25/16	3682	SYSCO	3004300	069116	607110202	\$1,162.98
87204	8/25/16	4585	T & T PAVEMENT MARKINGS & PRODUCTS	1014130	023000	2016446	\$1,614.38
87204	8/25/16	4585	T & T PAVEMENT MARKINGS & PRODUCTS	2614160	065008	2016490	\$2,129.11
87266	8/25/16	144	THE GAS COMPANY	1014120	032002	C.S.-031-415-9000	\$15.68
87266	8/25/16	144	THE GAS COMPANY	4004400	032006	W.C.-098-628-2905	\$47.15
87266	8/25/16	144	THE GAS COMPANY	1014120	032002	C.S.-163-715-6900	\$15.68
87266	8/25/16	144	THE GAS COMPANY	1014110	032002	P.S.-163-715-8900	\$42.79
87266	8/25/16	144	THE GAS COMPANY	1014210	032001	115-454-6222-5	\$34.60
87266	8/25/16	144	THE GAS COMPANY	4004400	032006	092-375-2718-0	\$77.52
87266	8/25/16	144	THE GAS COMPANY	3004300	069109	102-887-8712-9	\$108.34
87266	8/25/16	144	THE GAS COMPANY	3004300	069109	094-461-1294-9	\$312.87
87211	8/25/16	4067	THE LINCOLN NATIONAL LIFE INSURANCE	101	200260	AUGUST 2016	\$391.60
87280	8/25/16	5792	THOMPSON REUTERS	1014110	037004	MAY-834123122	\$153.15
87280	8/25/16	5792	THOMPSON REUTERS	1014110	037004	JUNE-834291595	\$153.15
87205	8/25/16	3396	THYSSENKRUPP ELEVATOR CORP.	4004400	032007	6000200345	\$496.00
87205	8/25/16	3396	THYSSENKRUPP ELEVATOR CORP.	3004300	069113	3002616723	\$4,200.40
87205	8/25/16	3396	THYSSENKRUPP ELEVATOR CORP.	4004400	032007	3002680100	\$282.21
87205	8/25/16	3396	THYSSENKRUPP ELEVATOR CORP.	4004400	032007	3002616480	\$282.21
87265	8/25/16	4922	TRAVELERS INDEMNITY & AFFILIATES	779	200351	SUSANA M. INSURANCE	\$610.00
87267	8/25/16	4265	TROPICALE FOODS, INC	3004300	069116	30220829	\$17.28
87267	8/25/16	4265	TROPICALE FOODS, INC	3004300	069116	30220736	\$186.48
87267	8/25/16	4265	TROPICALE FOODS, INC	3004300	069116	30220634	\$120.96
87267	8/25/16	4265	TROPICALE FOODS, INC	3004300	069116	30220544	\$138.24
87268	8/25/16	1664	TULARE CO. ENVIRONMENTAL HEALTH	3004300	069082	IN0158028	\$309.00
87206	8/25/16	3511	TULARE CO. SHERIFF'S DEPARTMENT	1014110	031001	TU. CO. AGREEMENT 27284	\$14,225.92
87270	8/25/16	4849	U.S. BANK EQUIP. FINANCE	1014040	036008	309452795	\$154.78
87270	8/25/16	4849	U.S. BANK EQUIP. FINANCE	3004300	069113	309452795	\$392.17
87270	8/25/16	4849	U.S. BANK EQUIP. FINANCE	1014110	036008	309452795	\$175.76
87270	8/25/16	4849	U.S. BANK EQUIP. FINANCE	1014050	036008	309452795	\$81.75
87270	8/25/16	4849	U.S. BANK EQUIP. FINANCE	1014120	036008	309452795	\$81.76
87270	8/25/16	4849	U.S. BANK EQUIP. FINANCE	1014070	036008	309452795	\$81.76

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CHECK#	DATE	VENDOR#	VENDOR	FUND	ACCOUNT	DESCRIPTION	AMOUNT
87270	8/25/16	4849	U.S. BANK EQUIP. FINANCE	1014110	036008	309452795	\$321.30
87208	8/25/16	5747	UNITED STAFFING	1014210	022000	72729	\$478.06
87208	8/25/16	5747	UNITED STAFFING	1014130	022000	72729	\$643.54
87208	8/25/16	5747	UNITED STAFFING	8834883	022000	72729	\$91.93
87208	8/25/16	5747	UNITED STAFFING	8844884	022000	72729	\$55.16
87208	8/25/16	5747	UNITED STAFFING	8864886	022000	72729	\$36.77
87208	8/25/16	5747	UNITED STAFFING	8874887	022000	72729	\$36.77
87208	8/25/16	5747	UNITED STAFFING	8884888	022000	72729	\$55.16
87208	8/25/16	5747	UNITED STAFFING	8914891	022000	72729	\$36.78
87208	8/25/16	5747	UNITED STAFFING	1014120	022000	72729	\$36.78
87208	8/25/16	5747	UNITED STAFFING	2614160	022000	72729	\$257.41
87208	8/25/16	5747	UNITED STAFFING	5524552	022000	72729	\$1,139.98
87208	8/25/16	5747	UNITED STAFFING	5534553	022000	72729	\$330.96
87208	8/25/16	5747	UNITED STAFFING	1014210	022000	73098	\$796.44
87208	8/25/16	5747	UNITED STAFFING	1014130	022000	73098	\$868.84
87208	8/25/16	5747	UNITED STAFFING	8834883	022000	73098	\$90.50
87208	8/25/16	5747	UNITED STAFFING	8864886	022000	73098	\$36.20
87208	8/25/16	5747	UNITED STAFFING	8874887	022000	73098	\$54.30
87208	8/25/16	5747	UNITED STAFFING	1014120	022000	73098	\$144.81
87208	8/25/16	5747	UNITED STAFFING	2614160	022000	73098	\$108.60
87208	8/25/16	5747	UNITED STAFFING	5524552	022000	73098	\$846.22
87208	8/25/16	5747	UNITED STAFFING	5524552	022000	73701	\$87.39
87208	8/25/16	5747	UNITED STAFFING	1014210	022000	73616	\$465.84
87208	8/25/16	5747	UNITED STAFFING	1014130	022000	73616	\$149.07
87208	8/25/16	5747	UNITED STAFFING	8834883	022000	73616	\$93.17
87208	8/25/16	5747	UNITED STAFFING	8844884	022000	73616	\$55.90
87208	8/25/16	5747	UNITED STAFFING	8864886	022000	73616	\$37.27
87208	8/25/16	5747	UNITED STAFFING	8874887	022000	73616	\$55.90
87208	8/25/16	5747	UNITED STAFFING	8884888	022000	73616	\$55.90
87208	8/25/16	5747	UNITED STAFFING	8914891	022000	73616	\$74.54
87208	8/25/16	5747	UNITED STAFFING	1014120	022000	73616	\$708.08
87208	8/25/16	5747	UNITED STAFFING	2614160	022000	73616	\$242.24

WARRANT LIST 9/13/16

CHECK#	DATE	VENDOR#	VENDOR	FUND	ACCOUNT	DESCRIPTION	AMOUNT
87208	8/25/16	5747	UNITED STAFFING	5524552	022000	73616	\$186.34
87208	8/25/16	5747	UNITED STAFFING	5534553	022000	73616	\$1,206.54
87208	8/25/16	5747	UNITED STAFFING	1014210	022000	73937	\$35.44
87208	8/25/16	5747	UNITED STAFFING	1014130	022000	73937	\$549.25
87208	8/25/16	5747	UNITED STAFFING	1014120	022000	73937	\$566.97
87208	8/25/16	5747	UNITED STAFFING	2614160	022000	73937	\$566.96
87208	8/25/16	5747	UNITED STAFFING	5524552	022000	73937	\$797.30
87208	8/25/16	5747	UNITED STAFFING	5534553	022000	73937	\$248.05
87208	8/25/16	5747	UNITED STAFFING	1014210	022000	74280	\$338.71
87208	8/25/16	5747	UNITED STAFFING	1014130	022000	74280	\$622.50
87208	8/25/16	5747	UNITED STAFFING	8834883	022000	74280	\$183.09
87208	8/25/16	5747	UNITED STAFFING	8864886	022000	74280	\$73.24
87208	8/25/16	5747	UNITED STAFFING	8874887	022000	74280	\$183.09
87208	8/25/16	5747	UNITED STAFFING	8884888	022000	74280	\$54.93
87208	8/25/16	5747	UNITED STAFFING	8914891	022000	74280	\$73.24
87208	8/25/16	5747	UNITED STAFFING	1014120	022000	74280	\$219.70
87208	8/25/16	5747	UNITED STAFFING	2614160	022000	74280	\$668.26
87208	8/25/16	5747	UNITED STAFFING	5524552	022000	74280	\$173.93
87269	8/25/16	5413	UNIVAR USA INC	5524552	022004	FO849735	\$355.91
87269	8/25/16	5413	UNIVAR USA INC	5524552	022004	FO849736	\$546.55
87269	8/25/16	5413	UNIVAR USA INC	5524552	022007	FO849980	\$2,322.01
87271	8/25/16	356	USA BLUEBOOK	5524552	022007	924323	\$537.73
87271	8/25/16	356	USA BLUEBOOK	5534553	019000	019778	\$199.34
87271	8/25/16	356	USA BLUEBOOK	5534553	019000	015985	\$407.28
87272	8/25/16	4865	VALLEY ELECTRICAL SUPPLIERS	3004300	069092	9128-440924	\$128.30
87273	8/25/16	1041	VERIZON	1014120	033001	9769486646	\$19.14
87273	8/25/16	1041	VERIZON	5524552	033001	9769486646	\$19.14
87273	8/25/16	1041	VERIZON	5534553	033001	9769486646	\$19.13
87274	8/25/16	612	WEISENBERGER'S ACE HARDWARE	3004300	069093	B726529	\$21.68
87274	8/25/16	612	WEISENBERGER'S ACE HARDWARE	5534553	022015	A456887	\$130.18
87274	8/25/16	612	WEISENBERGER'S ACE HARDWARE	1014210	022000	A478066	\$19.25
87274	8/25/16	612	WEISENBERGER'S ACE HARDWARE	1014090	037018	FCH348783	\$1.95

WARRANT LIST 9/13/16

CHECK#	DATE	VENDOR#	VENDOR	FUND	ACCOUNT	DESCRIPTION	AMOUNT
87274	8/25/16	612	WEISENBERGER'S ACE HARDWARE	1014090	037018	FCH351634	\$1.95
87274	8/25/16	612	WEISENBERGER'S ACE HARDWARE	1014090	037018	FCH354582	\$1.95
87275	8/25/16	5732	WILBUR-ELLIS COMPANY LLC	5534553	022000	10168851	\$2,043.54
87283	8/25/16	6054	WILD CHILD ADVENTURES	3004300	069115	1863	\$200.00
						TOTAL	\$235,246.98



Treasurer's Report

AUGUST 2016

Cash Balances Classified by Depository

	GL ACT#	TYPE	Balance	Current Annual Yield	Interest Earned This Period
Petty Cash/Cash Register Funds	100-102	RES	\$2,628.00	N/A	
Bank Of Sierra - Payroll	100-106	GEN	\$99,113.92	N/A	
Bank Of Sierra - AP/Operating	100-100	GEN	\$897,014.77	N/A	
Bank Of Sierra - McDermont	100-500	GEN	\$387,934.17	N/A	
Arbitrage Management Savings		INV-RES	\$500,000.00	N/A	
Bank Of Sierra - Impound Account	100-120	RES	\$54,703.46	0.05	2.17
Bank Of Sierra - WWTP Project	100-553	RES	\$5,175.98	0.02	0.22
Bank Of Sierra - Water Project	100-552	RES	\$44,999.17	0.05	1.91
LAIF Savings: City & Successor Agency	100-103	INV-RES	\$411,459.52	0.35	58.80
Total Cash Balances @ August 30, 2016			\$2,403,028.99		63.10

AUGUST 2016 Accounts Payable	\$438,153
AUGUST Payroll & Benefits 08/05/16	\$212,509
AUGUST Payroll & Benefits 08/19/16	\$234,881

AUGUST DEBT SERVICE:	0.00
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AUGUST 2016 Total Expenditures	\$885,543
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Compliance with Investment Policy

As of August 30, 2016, the investments were in compliance with the requirements of the City's investment policy. This report reflects all cash and investments of the City of Lindsay (O/S checks not reflected in End Cash Balance).

Invested Funds
\$911,459.52

Respectfully submitted,

Justin Poore
Finance Director

GEN=GENERAL UNRESTRICTED
RES=RESTRICTED ACTIVITY
INV=INVESTMENT

Treasurer's Report - ADENDUM

Cash Balances Classified by Depository

	GL ACT#	TYPE	Balance__	SUBTOTALS	Current Annual Yield__	Interest Earned This Period	
Current Assest							
			\$2,628.00				
			\$500,000.00				
			\$411,459.52			58.8	
				\$914,087.52			
Rolling Assets <i>*there are accounts that change frequently and satisfy certain debts / liabilities</i>							
			\$99,113.92				
			\$897,014.77				
			\$54,703.46			2.17	
			\$387,934.17				
				\$1,438,766.32			
Long Term Assets / Project Funds							
			\$5,175.98			0.22	
			\$44,999.17			1.91	
				50,175.15			
Total Cash Balances @ AUGUST 30, 2016					\$2,403,028.99		63.1

As of August 30, 2016, the investments were in compliance with the requirements of the City's Investment policy. This report reflects all cash and investments of the City of Lindsay (O/S checks not reflected in End Cash Balance)

Total Invested Funds
\$911,459.52

Invested Funds are not immediate liquid and should not be thought of being easily accessible.

Liabilities

Current Liabilites

Accounts Payable - Checks Cut	\$152,362.39	
Accounts Payable - Checks NOT Cut	\$587,014.82	
		\$739,377.21

Long Term Liabilities

	Due	
TCAG Settlement	10/10/16	\$17,574.53
Library Landscape Loan	11/12/16	\$9,594.22
Tulare Road Loan	11/12/16	\$96,604.85
Sewer Plant Expansion Loan	11/28/16	\$323,470.00
Water Plant Expansion Loan	12/1/16	\$109,874.00
Water Clarifier Loan	12/1/16	\$8,376.99
McDermont Lease Bond	12/15/16	\$149,600.00

\$715,094.59

\$1,454,471.80

Total Retained Earnings

**basically what the city is keeping for operations (assets minus liabilities)*

\$948,557.19

City Revenue *For Period Ending 7/31/2016*

Business Licenses	\$4,115.25	
Utility Bills	\$424,784.15	
Taxes (UUT)	\$50,074.46	
Miscellaneous Revenue	\$376,805.81	
		\$855,779.67

City Expense

Payroll & Benefits - AUGUST 5, 2016	\$212,509.00	
Payroll & Benefits - AUGUST 19, 2016	\$234,881.00	
Payroll & Benefits - Roll 3	xx	
Debt Service	\$0.00	
Current Expenses <i>*incurred and paid</i>	\$438,153.00	
		\$885,543.00

Total Operating Income or Loss

-\$29,763.33

DATE : September 13, 2016
TO : Mayor Padilla and City Council Members
FROM : Michael Camarena, City Services Director
RE : Well 15 Upgrade Project Update

Council approved the request to declare the Well 15 project as an emergency on August 9, 2016. As required by Public Contract Code section 22050, this update will fulfill the requirement of “continuous review of the matter at every regular meeting until the emergency is no longer present”.

The following items have been developed to track progress of this project:

	<u>Project Item</u>
<u>XX</u>	Council Authorization of Emergency Project
<u>XX</u>	Develop schedule of project components
<u>XX</u>	Develop bid schedule and timeline to receive bids
<u>XX</u>	Develop qualified contractor’s bidders list
<u>XX</u>	Submit bid schedule to contractors
<u>XX</u>	Receive bids
_____	Present bid results to Council with recommendation of award
_____	Prepare and release Notice of Award/Notice to Proceed/Project contract
_____	Finalize and approve project equipment
_____	Order Project Equipment
_____	Update Well permit if necessary (State Water Resources Control Board Division of Drinking Water)
_____	Preparation of project site
_____	Installation of project equipment
_____	Startup project
_____	Finalize project
_____	Presentation of project to Council for acceptance

CURRENT SITUATION

Staff is collecting and comparing proposals.

REQUESTED ACTION

No action requested at this time, this is an update of the project as required.

MEMORANDUM

September 13, 2016

From: Assistant City Planner
To: City Manager and City Council

Subject: Historical Mail Run Reenactment– Temporary Use Permit 16-35 - Minute Order Approval

REQUEST: Shane Gibson, a representative of the Jackass Mail Run Association (JMRA), has requested permission to have a brief shootout reenactment in downtown Lindsay on Saturday, October 8, 2016. The shootout is proposed to be reenacted between 7 and 8 am and will consist of several shots followed by several horses and a wagon exiting the southern City limits towards Porterville. The shootout portion of this reenactment is expected to be brief; however the noise that will be generated is anticipated to exceed limits as defined in section 8.20.040. Per section 8.20.100, a permit for temporary relief may be granted.

BACKGROUND: The JMRA held this event last year without any incidents or complaints. The number of attendees is expected to be no more than thirty.

The JMRA is not seeking any other assistance from the City besides permission to briefly exceed the limits of the noise ordinance. Furthermore, JMRA understands their responsibility for ensuring the area is clean and free from any waste related to their event prior to their departure.

STAFF NOTES: The JMRA would be charged for any staff time related to setup (if required), cleanup, and for any damage incurred during site use. No equipment has been requested and due to the brief nature of the event, access to bathrooms will not be required to be provided by the applicant. Staff recommends Minute Order approval of the request with the following conditions:

1. All guns utilized during this event are to be strictly limited to “blank” rounds.
2. All rounds fired are to be limited in numbers to the greatest extent possible.
3. All rounds fired are to occur in succession to the greatest extent possible.
4. As no street closure is proposed, all horses and horse drawn wagons must abide by all traffic safety laws.
5. The applicant will ensure the area is clean and free from any waste related to their event prior to their departure.

Respectfully Submitted,



Brian Spauhurst

Board Approved

AUG 22 2016

Lindsay Unified S.D.

**LINDSAY UNIFIED SCHOOL DISTRICT
AND
CITY OF LINDSAY**

LINDSAY WELLNESS CENTER SWIMMING POOL USE AGREEMENT

THIS AGREEMENT, is entered into as of August 8, 2016, between the LINDSAY UNIFIED SCHOOL DISTRICT, referred to as DISTRICT, and the CITY OF LINDSAY, referred to as CONSULTANT, with reference to the following:

- A. Government Code section 53060 and Education Code section 35160 authorize the District to contract with persons who are specially trained and experienced and competent to perform special services.
- B. District wishes to hire CONSULTANT as an independent contractor pursuant to the authority of Government Code section 53060 and Education Code section 35160.
- C. Pursuant to Education Code section 45103.1(b)(2), the services contracted are not available within the DISTRICT, cannot be performed satisfactorily by school district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the school district.

ACCORDINGLY, IT IS AGREED:

1. TERM: This Agreement shall become effective as of July 1, 2016 and shall expire on June 30, 2017 unless otherwise terminated as provided in this Agreement.

2. SERVICES: CONSULTANT shall provide services as set forth in Exhibit A, entitled "Scope & Cost of Services" which exhibit is made part of this Agreement by reference.

3. COST OF SERVICES: For services rendered, CONSULTANT shall be paid according to the fee schedule set forth in Exhibit A.

4. METHOD OF PAYMENT: CONSULTANT shall provide a monthly invoice or upon completion of services to DISTRICT. DISTRICT shall provide and file IRS Form 1099 to report CONSULTANT'S calendar year earnings.

5. COMPLIANCE WITH LAW: CONSULTANT shall provide services in accordance with applicable Federal, State, and local laws, regulations and directives. With respect to CONSULTANT'S employees, CONSULTANT shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

6. RECORDS AND AUDIT: CONSULTANT shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. In addition, CONSULTANT shall maintain complete and accurate records with respect to any payments to employees or subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, CONSULTANT shall make such records available within Tulare County to the designated public and/or private auditor of DISTRICT and to his agents and representatives, for the purpose of auditing and/or copying such records for a period of five (5) years from the date of final payment under this Agreement.

7. INDEPENDENT CONTRACTOR STATUS:

a. This Agreement is entered into by both parties with the express understanding that CONSULTANT will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute the CONSULTANT or any of its agents, employees or officers as an agent, employee or officer of DISTRICT.

b. CONSULTANT agrees to advise everyone it assigns or hires to perform any duty under this agreement that they are not employees of DISTRICT. Subject to any performance criteria contained in this Agreement, CONSULTANT shall be solely responsible for determining the means and methods of performing the specified services and DISTRICT shall have no right to control or exercise any supervision over CONSULTANT as to how the services will be performed. As CONSULTANT is not DISTRICT'S employee, CONSULTANT is responsible for paying all required state and federal taxes. In particular, DISTRICT will not:

i. Withhold FICA (Social Security) from CONSULTANT'S payments.

ii. Make state or federal unemployment insurance contributions on CONSULTANT'S behalf.

iii. Withhold state or federal income tax from payments to CONSULTANT.

iv. Make disability insurance contributions on behalf of CONSULTANT.

v. Obtain unemployment compensation insurance on behalf of CONSULTANT.

c. Notwithstanding this independent contractor relationship, DISTRICT shall have the right to monitor and evaluate the performance of CONSULTANT to assure compliance with this Agreement.

8. FINGERPRINTING REQUIREMENTS:

a. Pursuant to California Education Code section 45125.1, before any agents or employees of CONSULTANT may enter school grounds where they may have any contact with pupils, CONSULTANT shall submit fingerprints of its employees in a manner authorized by the California Department of Justice, together with a fee determined by the Department of Justice. CONSULTANT shall not permit any employee to come in contact with pupils of School District until the Department of Justice has ascertained that the CONSULTANT'S employees have not been convicted of a felony as defined in Education Code section 45122.1.

b. CONSULTANT shall provide the DISTRICT with a written list of the names of its employees who may come in contact with pupils before commencement of work. CONSULTANT shall certify, in a form provided and attached, under penalty of perjury, that it has complied with the requirements of Education Code section 45125.1, and that none of its employees who may come in contact with pupils have been convicted of a felony as defined in Education Code section 45122.1, based upon the information CONSULTANT has received from the Department of Justice.

c. If CONSULTANT believes that its employees will have only limited contact with pupils and should therefore be exempted from these requirements, CONSULTANT must contact the DISTRICT with its request for exemption within fifteen (15) days prior to the commencement of work. The request for exemption must specify the grounds for such proposed exemption, considering the totality of circumstances, including but not limited to the length of time CONSULTANT will be on school grounds, whether pupils will be in proximity to the site where the CONSULTANT'S employees are working, and whether the CONSULTANT'S employees will be working by themselves or with others. Whether to grant or deny the exemption is within the sole discretion of the DISTRICT governing board.

d. The CONSULTANT shall impose the foregoing requirements on any subcontractors or assignees.

9. INDEMNIFICATION: CONSULTANT shall hold harmless, defend and indemnify DISTRICT, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including DISTRICT property, arising from, or in connection with, the performance by CONSULTANT or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against DISTRICT by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against DISTRICT alleging civil rights violations by CONSULTANT under Government Code section 12920 et seq. (California Fair Employment and Housing Act) and any fines or penalties imposed on DISTRICT for CONSULTANT'S failure to provide form DE-542, when applicable. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

10. CONFLICT OF INTEREST:

a. CONSULTANT agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interests or appearance of conflicts of interest, including, but not limited to Government Code section 1090 et seq., and the Political Reform Act, Government Code section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including CONSULTANT for this purpose, from the making of any decision on behalf of DISTRICT in which such officer, employee or consultant has direct or indirect financial interest. A violation can occur if the public officer, employee or consultant participates in or influences any DISTRICT decision which has the potential to confer any pecuniary benefit on CONSULTANT or any business firm in which CONSULTANT has an interest, with certain narrow exceptions.

b. CONSULTANT agrees that if any facts come to its attention which raise any questions as to the applicability of conflicts of interest laws, it will immediately inform the DISTRICT designated representative and provide all information needed for resolution of this question.

11. TERMINATION:

a. The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

i. Without Cause: DISTRICT shall have the right to terminate this Agreement without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination.

ii. With Cause:

(1) This Agreement may be terminated by either party should the other party:

(a) be adjudged a bankrupt, or

(b) become insolvent or have a receiver appointed, or

(c) make a general assignment for the benefit of creditors, or

(d) suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or

(e) materially breach this Agreement.

(2) For any of the occurrences except item (e), termination may be effected upon written notice by the terminating party specifying the date of the termination.

(3) Upon a material breach, the Agreement may be terminated following the failure of the defaulting party to remedy the breach to the satisfaction of the non-defaulting party within five (5) days of written notice specifying the breach. If the breach is not remedied within that five (5) day period, the non-defaulting party may terminate the agreement on further written notice specifying the date of termination.

(4) If the nature of the breach is such that it cannot be cured within a five (5) day period, the defaulting party may, submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting party consents to that proposal in writing, which consent shall not be unreasonably withheld, the defaulting party shall immediately embark on its plan to cure. If the default is not cured within the time agreed, the non-defaulting party may terminate upon written notice specifying the date of termination.

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

c. Suspension of Performance: Independent of any right to terminate this Agreement, the authorized representative of DISTRICT for which CONSULTANT'S services are to be performed, may immediately suspend performance by CONSULTANT, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by CONSULTANT to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

12. ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement between CONSULTANT and DISTRICT as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

13. HEADINGS: Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

14. NOTICES:

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

DISTRICT:
Superintendent
Lindsay Unified School District
371 E. Hermosa Street
Lindsay, CA 93247
Phone No.: (559) 562-5111 ext. 5109
Fax No.: (559) 562-4637

With A Copy To:
Business Services
Lindsay Unified School District
371 E. Hermosa Street
Lindsay, CA 93247
Phone No.: (559) 562-5111 ext.5115
Fax No.: (559) 562-6145

CONSULTANT:
City Manager
City of Lindsay
PO Box 369
Lindsay, CA 93247
Phone No.: (559) 562-7103
Fax No.: (559) 562-7100

b. Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing. Either party may change the above address or phone or fax number by giving written notice pursuant to this paragraph.

15. CONSTRUCTION: This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.

16. NO THIRD PARTY BENEFICIARIES INTENDED: Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

17. GOVERNING LAW: This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this Agreement is made and shall be performed in Tulare County, California. CONSULTANT waives the removal provisions of California Code of Civil Procedure section 394.

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

19. EXHIBITS AND RECITALS: The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

20. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY: This Agreement is subject to all applicable laws and regulations. If any provision of this

Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.

21. FURTHER ASSURANCES: Each party agrees to execute any additional documents and to perform any further acts which may be reasonably required to effect the purposes of this Agreement.

22. ASSURANCES OF NON-DISCRIMINATION: CONSULTANT shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

23. ASSIGNMENT/SUBCONTRACTING: Unless otherwise provided in this Agreement, DISTRICT is relying on the personal skill, expertise, training and experience of CONSULTANT and CONSULTANT'S employees and no part of this Agreement may be assigned or subcontracted by CONSULTANT without prior written consent of DISTRICT.

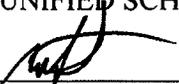
24. DISPUTE RESOLUTION: If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.

25. UNEMPLOYMENT INSURANCE COMPLIANCE: CONSULTANT acknowledges that this Agreement is subject to filing obligations pursuant to Unemployment Insurance Code section 1088.8. Accordingly, DISTRICT has an obligation to file a report with the Employment Development Department, which report will include the CONSULTANT'S full name, social security number, address, the date this contract was executed, the total amount of the contract, the contract's expiration date or whether it is ongoing. CONSULTANT agrees to cooperate with DISTRICT to make such information available and to provide DE Form 542. DE Form 542 is only required if CONSULTANT is a sole proprietor or partnership. Failure to provide the required information may, at DISTRICT'S option, prevent approval of this Agreement, or be grounds for termination by DISTRICT.

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

Date: 8/23/14

LINDSAY UNIFIED SCHOOL DISTRICT

BY 
Superintendent or Designee,
Lindsay Unified School District

Date: _____

CITY OF LINDSAY

BY _____
City Manager or Designee,
City of Lindsay

EXHIBIT A

SCOPE & COST OF SERVICES

BACKGROUND:

Lindsay Unified School District wishes to use the City of Lindsay's swimming pool for practices for the High School Swim Team and for swimming instruction for Lindsay High School PE learners. The District will not use the therapeutic pool at any time.

CONSULTANT shall provide the following services:

1. Open the facility for District use, and lock facility after District use.
2. Designate one person to be the liaison with the District to discuss scheduling, equipment storage and mutual issues with the District. This person will be the Wellness Director.
3. Pay all costs for electricity for the pool use
4. Pay for all maintenance for the pool use. This maintenance includes ensuring that all equipment needed for swimming competitions are operational, including but not limited to starting blocks and all timing equipment.

DISTRICT shall provide:

1. Provide for certified Life guards while Lindsay High School PE learners are at the pool for instruction.
2. Have learners and staff pick up after their use of the City Pool.
3. Designate one person to be the liaison with the City to discuss scheduling, equipment storage and mutual issues with the City. This person will be the Dean of Student Affairs at Lindsay High School.
4. Leave timers, flags, kick boards and printers at the pool. The City is not responsible for any lost or stolen items.
5. Pay for all utility gas costs for heating the pool from January through June of each year
6. Pay for 75% of all chemical costs for the pool from January through June of each year
7. Pay 50% of the utility gas costs for heating the pool from July through December of each year
8. Pay 50% of all chemical costs for the pool from July through December of each year
9. Total Costs to the District shall not exceed \$50,000.

Board Approved

**LINDSAY UNIFIED SCHOOL DISTRICT
AND
CITY OF LINDSAY**

AUG 22 2016

Lindsay Unified S.D.

**SCHOOL RESOURCE OFFICER
AGREEMENT**

THIS AGREEMENT, is entered into as of August 22, 2016 , between the LINDSAY UNIFIED SCHOOL DISTRICT, referred to as DISTRICT, and the CITY OF LINDSAY, referred to as CONSULTANT, with reference to the following:

- A. Government Code section 53060 and Education Code section 35160 authorize the District to contract with persons who are specially trained and experienced and competent to perform special services.
- B. District wishes to hire CONSULTANT as an independent contractor pursuant to the authority of Government Code section 53060 and Education Code section 35160.
- C. Pursuant to Education Code section 45103.1(b)(2), the services contracted are not available within the DISTRICT, cannot be performed satisfactorily by school district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the school district.

ACCORDINGLY, IT IS AGREED:

1. TERM: This Agreement shall become effective as of July 1, 2016 and shall expire on June 30, 2017 unless otherwise terminated as provided in this Agreement.

2. SERVICES: CONSULTANT shall provide services as set forth in Exhibit A, entitled "Scope & Cost of Services" which exhibit is made part of this Agreement by reference.

3. COST OF SERVICES: For services rendered, CONSULTANT shall be paid according to the fee schedule set forth in Exhibit A.

4. METHOD OF PAYMENT: CONSULTANT shall provide a monthly invoice or upon completion of services to DISTRICT. DISTRICT shall provide and file IRS Form 1099 to report CONSULTANT'S calendar year earnings.

5. COMPLIANCE WITH LAW: CONSULTANT shall provide services in accordance with applicable Federal, State, and local laws, regulations and directives. With respect to CONSULTANT'S employees, CONSULTANT shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax,

unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

6. RECORDS AND AUDIT: CONSULTANT shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. In addition, CONSULTANT shall maintain complete and accurate records with respect to any payments to employees or subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, CONSULTANT shall make such records available within Tulare County to the designated public and/or private auditor of DISTRICT and to his agents and representatives, for the purpose of auditing and/or copying such records for a period of five (5) years from the date of final payment under this Agreement.

7. INDEPENDENT CONTRACTOR STATUS:

a. This Agreement is entered into by both parties with the express understanding that CONSULTANT will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute the CONSULTANT or any of its agents, employees or officers as an agent, employee or officer of DISTRICT.

b. CONSULTANT agrees to advise everyone it assigns or hires to perform any duty under this agreement that they are not employees of DISTRICT. Subject to any performance criteria contained in this Agreement, CONSULTANT shall be solely responsible for determining the means and methods of performing the specified services and DISTRICT shall have no right to control or exercise any supervision over CONSULTANT as to how the services will be performed. As CONSULTANT is not DISTRICT'S employee, CONSULTANT is responsible for paying all required state and federal taxes. In particular, DISTRICT will not:

i. Withhold FICA (Social Security) from CONSULTANT'S payments.

ii. Make state or federal unemployment insurance contributions on CONSULTANT'S behalf.

iii. Withhold state or federal income tax from payments to CONSULTANT.

iv. Make disability insurance contributions on behalf of CONSULTANT.

v. Obtain unemployment compensation insurance on behalf of CONSULTANT.

c. Notwithstanding this independent contractor relationship, DISTRICT shall have the right to monitor and evaluate the performance of CONSULTANT to assure compliance with this Agreement.

8. FINGERPRINTING REQUIREMENTS:

a. Pursuant to California Education Code section 45125.1, before any agents or employees of CONSULTANT may enter school grounds where they may have any contact with pupils, CONSULTANT shall submit fingerprints of its employees in a manner authorized by the California Department of Justice, together with a fee determined by the Department of Justice. CONSULTANT shall not permit any employee to come in contact with pupils of School District until the Department of Justice has ascertained that the CONSULTANT'S employees have not been convicted of a felony as defined in Education Code section 45122.1.

b. CONSULTANT shall provide the DISTRICT with a written list of the names of its employees who may come in contact with pupils before commencement of work. CONSULTANT shall certify, in a form provided and attached, under penalty of perjury, that it has complied with the requirements of Education Code section 45125.1, and that none of its employees who may come in contact with pupils have been convicted of a felony as defined in Education Code section 45122.1, based upon the information CONSULTANT has received from the Department of Justice.

c. If CONSULTANT believes that its employees will have only limited contact with pupils and should therefore be exempted from these requirements, CONSULTANT must contact the DISTRICT with its request for exemption within fifteen (15) days prior to the commencement of work. The request for exemption must specify the grounds for such proposed exemption, considering the totality of circumstances, including but not limited to the length of time CONSULTANT will be on school grounds, whether pupils will be in proximity to the site where the CONSULTANT'S employees are working, and whether the CONSULTANT'S employees will be working by themselves or with others. Whether to grant or deny the exemption is within the sole discretion of the DISTRICT governing board.

d. The CONSULTANT shall impose the foregoing requirements on any subcontractors or assignees.

9. INDEMNIFICATION: CONSULTANT shall hold harmless, defend and indemnify DISTRICT, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including DISTRICT property, arising from, or in connection with, the performance by CONSULTANT or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against DISTRICT by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against DISTRICT alleging civil rights violations by CONSULTANT under Government Code section 12920 et seq. (California Fair Employment and Housing Act) and any fines or penalties

imposed on DISTRICT for CONSULTANT'S failure to provide form DE-542, when applicable. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

10. CONFLICT OF INTEREST:

a. CONSULTANT agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interests or appearance of conflicts of interest, including, but not limited to Government Code section 1090 et seq., and the Political Reform Act, Government Code section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including CONSULTANT for this purpose, from the making of any decision on behalf of DISTRICT in which such officer, employee or consultant has direct or indirect financial interest. A violation can occur if the public officer, employee or consultant participates in or influences any DISTRICT decision which has the potential to confer any pecuniary benefit on CONSULTANT or any business firm in which CONSULTANT has an interest, with certain narrow exceptions.

b. CONSULTANT agrees that if any facts come to its attention which raise any questions as to the applicability of conflicts of interest laws, it will immediately inform the DISTRICT designated representative and provide all information needed for resolution of this question.

11. TERMINATION:

a. The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

i. Without Cause: DISTRICT shall have the right to terminate this Agreement without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination.

ii. With Cause:

(1) This Agreement may be terminated by either party should the other party:

(a) be adjudged a bankrupt, or

(b) become insolvent or have a receiver appointed, or

(c) make a general assignment for the benefit of creditors, or

(d) suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or

(e) materially breach this Agreement.

(2) For any of the occurrences except item (e), termination may be effected upon written notice by the terminating party specifying the date of the termination.

(3) Upon a material breach, the Agreement may be terminated following the failure of the defaulting party to remedy the breach to the satisfaction of the non-defaulting party within five (5) days of written notice specifying the breach. If the breach is not remedied within that five (5) day period, the non-defaulting party may terminate the agreement on further written notice specifying the date of termination.

(4) If the nature of the breach is such that it cannot be cured within a five (5) day period, the defaulting party may, submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting party consents to that proposal in writing, which consent shall not be unreasonably withheld, the defaulting party shall immediately embark on its plan to cure. If the default is not cured within the time agreed, the non-defaulting party may terminate upon written notice specifying the date of termination.

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

c. Suspension of Performance: Independent of any right to terminate this Agreement, the authorized representative of DISTRICT for which CONSULTANT'S services are to be performed, may immediately suspend performance by CONSULTANT, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by CONSULTANT to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

12. ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement between CONSULTANT and DISTRICT as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

13. HEADINGS: Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

14. NOTICES:

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

DISTRICT:

Superintendent
Lindsay Unified School District
371 E. Hermosa Street
Lindsay, CA 93247
Phone No.: (559) 562-5111 ext. 5109
Fax No.: (559) 562-4637

With A Copy To:

Business Services
Lindsay Unified School District
371 E. Hermosa Street
Lindsay, CA 93247
Phone No.: (559) 562-5111 ext.5115
Fax No.: (559) 562-6145

CONSULTANT:

Name: City of Lindsay
Address: 251 E. Honolulu
Lindsay, CA 93247
Phone No.: (559) 562-7101
Fax No.: (559) 562-7100

b. Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing. Either party may change the above address or phone or fax number by giving written notice pursuant to this paragraph.

15. CONSTRUCTION: This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.

16. NO THIRD PARTY BENEFICIARIES INTENDED: Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

17. GOVERNING LAW: This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this Agreement is made and shall be performed in Tulare County, California. CONSULTANT waives the removal provisions of California Code of Civil Procedure section 394.

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

19. EXHIBITS AND RECITALS: The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

20. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY: This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.

21. FURTHER ASSURANCES: Each party agrees to execute any additional documents and to perform any further acts which may be reasonably required to effect the purposes of this Agreement.

22. ASSURANCES OF NON-DISCRIMINATION: CONSULTANT shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

23. ASSIGNMENT/SUBCONTRACTING: Unless otherwise provided in this Agreement, DISTRICT is relying on the personal skill, expertise, training and experience of CONSULTANT and CONSULTANT'S employees and no part of this Agreement may be assigned or subcontracted by CONSULTANT without prior written consent of DISTRICT.

24. DISPUTE RESOLUTION: If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.

25. UNEMPLOYMENT INSURANCE COMPLIANCE: CONSULTANT acknowledges that this Agreement is subject to filing obligations pursuant to Unemployment Insurance Code section 1088.8. Accordingly, DISTRICT has an obligation to file a report with the Employment Development Department, which report will include the CONSULTANT'S full name, social security number, address, the date this contract was executed, the total amount of the contract, the contract's expiration date or whether it is ongoing. CONSULTANT agrees to cooperate with DISTRICT to make such information available and to provide DE Form 542. DE Form 542 is only required if CONSULTANT is a sole proprietor or partnership. Failure to provide the required information may, at DISTRICT'S option, prevent approval of this Agreement, or be grounds for termination by DISTRICT.

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

Date: 8/23/16

LINDSAY UNIFIED SCHOOL DISTRICT

BY 
Superintendent or Designee,
Lindsay Unified School District

Date: _____

CITY OF LINDSAY

BY _____
City Manager or Designee,
City of Lindsay

EXHIBIT A

SCOPE & COST OF SERVICES

The total amount payable to CONSULTANT shall not exceed the sum of \$79,813.

CONSULTANT and DISTRICT agree that the attached document entitled, "JOB DESCRIPTION, RESPONSIBILITIES AND DUTIES" (8 pages), outlines the services to be provided by CONSULTANT AND DISTRICT.

JOB DESCRIPTION, RESPONSIBILITIES AND DUTIES

SELECTION OF SCHOOL RESOURCE OFFICER (SRO):

The Lindsay Public Safety Police Department is responsible for the selection of SROs. The positions are voluntary and subject to the Department's transfer and job assignment policies. Traits to be considered in that selection include the candidate's willingness and ability to work with youth, the candidate's level of maturity, patience, industry, courtesy, tact, flexibility, approachability, and the candidate's verbal and written communication skills. A successful SRO must be a good role model for the youth of our community.

UNIFORM:

The SRO will wear the regular police patrol uniform and drive a fully equipped patrol vehicle. More casual attire may be worn, with permission from the SRO's supervisor, when the SRO is participating in school activities and school athletics that make wearing a uniform impractical.

JOB ACCOUNTABILITY:

The SRO will be primarily accountable to the Department and report directly to a dayshift patrol sergeant. He/she is expected to maintain an accurate accounting of cases worked, training received, number and type of presentations made and to whom, overtime worked, specials details, and all other information worthy of reporting. This reported information will be due on a quarterly basis and is to be forwarded to the Operations Lieutenant or Administrative Supervisor.

ON-DUTY STATUS:

The SRO will normally work 8:00 AM to 4:00 PM, Monday through Friday, with Saturday and Sunday off. He/she may adjust the work schedule, with the approval of their immediate supervisor, in order to accommodate school activities and requests. The supervisor may approve overtime in advance when schedule adjustments are not practical.

The SRO shall report to his/her supervisor or on-duty watch commander, between 8:00AM and 8:30 AM, unless other arrangements are made in advance with the supervisor. The SRO is expected to leave information for school officials and his/her supervisor regarding his/her whereabouts when off campus.

When school is not in session (i.e. holidays, summer vacation, midyear breaks, etc.), the SRO will report to his/her supervisor for further assignment.

The SRO shall remain an employee of the City, and shall not be considered an employee of the District. The District and the City acknowledge that the SRO shall remain responsive to the chain of command of the Department.

SRO DUTIES AND RESPONSIBILITIES — GENERAL:

The SRO will:

- Foster educational programs/activities to increase each student's knowledge of and respect for the law and the function of law enforcement;
- Attend extracurricular activities held at the District's schools within the City, when feasible, and promote a positive relationship between students and law enforcement officials;
- Understand school policies regarding how to distinguish disciplinary infractions to be handled by school officials versus criminal activity that warrants SRO involvement;
- Review enforcement and investigative techniques at local schools and work with District personnel to provide in-service training to staff with regard to crisis management and school security;
- Work with the District's personnel to advise concerning vehicular and traffic safety on and around the school campuses;
- Act swiftly and cooperatively when responding to disruptions and criminal offenses at school or on school grounds, such as: disorderly conduct by trespassers; the possession and/or use of weapons on campus; the possession, sale, distribution or use of alcohol or controlled substances; rioting or dangerous demonstrations; serious acts of vandalism; etc.;
- Make reports of criminal offenses as per Department regulations as warranted, and investigate such acts that may occur at schools;

- Provide assistance to other officers of the Department or other law enforcement agencies in their investigations of criminal offenses which are alleged to occur off campus, but may be related to school activities;
- Familiarize themselves with the many issues confronting students, e.g., alcohol and drug use, gang involvement, weapons, bullying, and teenage suicide;
- Work collaboratively with the District, SROs from other jurisdictions within the County, and the County Probation and Health Departments to create safe and drug free schools and promote healthy youth development;
- Provide direct intervention to children who are victims, witnesses, or perpetrators of violent crime;
- Participate in SRO Program evaluation by providing data and assisting with analysis and recommendations through partnership meetings;
- Provide assistance in the development of a Safe School Plan and crisis preparedness guidelines for schools;
- Define safety and security measures, as needed, within the schools and assist with implementation. The services performed by the SRO are not intended to supplant those provided by existing District security personnel;
- Handle the primary responsibility of responding to calls for service and investigating crimes at all Lindsay Unified School District campuses within the City;
- Conduct follow-up on reports taken by patrol officers when appropriate;
- Establish genuine rapport between students, faculty and parents while being available to students, parents and faculty before, during and after school;
- Provide a safe, healthy and secure environment on campus and in the immediate proximity of the campus;
- Provide routine marked police car patrol and foot patrol during the most critical times to discourage unlawful and antisocial behavior;
- Provide intelligence to law enforcement and school officials relative to gang or drug activities and enforcement;
- Give educational presentations to student body, faculty, administration, PTSA

and other school-based groups relative to laws, the role of law enforcement and other applicable subjects;

- Serve as a resource for Lindsay Unified School District and the Department by providing safety programs, special drug education classes and juvenile gang awareness and prevention programs in the schools and assisting staff with presentations and instruction in developing age-appropriate curriculum;
- Train school administrators and faculty on gangs, youth subcultures and substance abuse;
- Encourage input from the school and community to inform ongoing policies that promote a safe and inclusive school environment;
- Train Department personnel on the role of the SRO and on school issues important for officers to know;
- Be a liaison for the school, police and probation, and the community to keep all informed of activities of others who may be at risk or inclined to cause problems or commit crimes;
- Assist police investigators with information that will help solve cases;
- Help school staff in lessening campus tension and provide assistance to campus supervisors as needed;
- Consider diversion opportunities for youth, rather than arrest, when appropriate;
- Communicate and coordinate with the patrol and investigations units as well as with the Probation Department;
- Use discretion in handling confidential material and information;
- Use the resources provided for the prevention, observation, intervention, investigation, and reporting of unlawful acts;
- As needed, attend District activities outside of the regular duty hours. Department shall use its best efforts to have the requested services provided by the SRO outside of the SRO's regular duty hours in a manner which will not incur overtime for the SRO. District shall pay all costs that City incurs in providing services the SRO's services on an overtime basis as requested by the District, with the understanding that Department is generally required to pay officers at least one and one-half (1 ½) times their regular rate of pay for overtime; The City will

provide an invoice to the District for SRO overtime and payment will be due to the City within thirty days;

- Coordinate all activities with the principals and staff members concerned and seek permission, advice and guidance prior to enacting any program within the school. The SRO will submit a monthly activity report to the Operations Lieutenant or Administrative Supervisor. The Operations Lieutenant or Administrative Supervisor will submit an activity report to the Police Chief at the end of each school year;
- Grow professionally through study and participation in professional activities, including recommended SRO trainings, including the California POST required/recommended SRO training/certification.

DUTIES OF THE DISTRICT:

- To develop procedures to handle campus safety issues;
- To establish and follow written procedures for referring police involvement;
- To train District staff in accordance with the procedures outlined herein as well as existing district policies involving student health and safety; and
- To cooperate with and support the SRO and the City Police Department in a proactive manner to ensure that the SRO program meets the expectations of the District, City Police, students, parents and community.

RELATIONSHIPS:

It is most important that the SRO become acquainted with school officials and understand school priorities and procedures, as well as state and local laws relevant to school safety and order. The SRO should also attend faculty meetings, assemblies and classrooms as often as possible and work in cooperation with school officials in building positive relationships. The SRO shall conduct himself/herself in a manner that will reflect favorably on the Department. Conduct above reproach is mandatory. He/she is a positive role model, serving as a good example of the professional law enforcement officer. The SRO should show respect for students and parents and display fairness and consistency in handling issues that occur.

PREVENTATIVE STRATEGIES:

SROs provide classes on drug use, underage drinking, drinking and driving, peer pressure, bullying, cyber bullying, gang awareness, sexual assault awareness, and student privacy, search and seizure and other laws that apply to students, careers in law enforcement, and various other safety issues.

GEOGRAPHY:

The SRO should become thoroughly familiar with the campuses being served and learn of any troublesome locations on and off campus. Complete knowledge of campuses helps develop preventative tactics and techniques that promote a safe school environment.

POLICE REPORTS:

Staff members and site administrators shall only request police assistance when (1) necessary to protect the physical safety of students and staff; (2) required by law; or (3) appropriate to address criminal behavior of persons other than students. Police involvement should not be requested in a situation that can be safely and appropriately handled by the District's internal disciplinary procedures. In the event that staff and or SROs are unclear, the principal or Director of Student Services should be contacted immediately to make a determination. Calls for service at schools requiring or resulting in written crime reports will normally be the responsibility of the SRO, if the reported incident is directly school-related and the SRO is readily available. When the SRO is not available, the Patrol Division may handle the call for service. Crime reports needing additional follow up may be assigned to the Investigations division if the SRO is unable to complete it.

PROCEDURES FOR SCHOOL STAFF TO REQUEST POLICE ASSISTANCE WHEN REQUIREMENTS ARE MET:

- Call 911, SRO or any police officer in an emergency or crisis situation, and notify the site administrator as soon as possible;
- If there is no immediate danger to students or others, a staff member should always contact a site administrator to make the decision about whether to request police assistance for an incident involving potentially criminal behavior by a student;
- Site administrator shall notify the Assistant Superintendent and enter a written Incident Report the same day to detail police response to an incident involving a student and as required by District policy. Such reports should meet the disaggregated data requirements and, at the same time, protect the identity of students and refrain from revealing individualized information to the general public or relevant school community.

STUDENT DISCIPLINE:

Lindsay Unified School District administrators have primary responsibility to ensure consistent enforcement of school rules and policies. If the administrator believes an incident is in violation of the law, he/she may contact the SRO to determine whether law enforcement action is appropriate.

Pursuant to the Discipline policy (cf. 5000), Lindsay Unified School administrators shall prioritize alternatives to school removals and police involvement, such as the use of Restorative Practices.

Absent a real and immediate threat to student, teacher, or public safety, incidents involving public order offenses, including disorderly conduct; disturbance/disruption of schools or public assembly; trespass; loitering; profanity; and fighting that does not involve physical injury or a weapon, shall be considered school discipline issues to be handled by school officials, rather than criminal law issues warranting formal law enforcement intervention (e.g., issuance of a criminal citation, ticket, or summons, filing of a delinquency petition, referral to a probation officer, or actual arrest).

OFFICER ENTRY ON SCHOOL CAMPUSES:

Absent exigent circumstances, City police officers should notify school officials (e.g., the school administrator or designee) of their presence and/or purpose on Lindsay Unified School District property. A list of school contacts will be provided at the start of each school year.

ARRESTS ON SCHOOL CAMPUSES:

To minimize disruption to the learning environment, City police officers should consider the reasonableness of making an arrest on campus or summoning a student from a classroom. When considering whether it is reasonable to arrest or summon a student on campus, the officer shall consider the following:

- Whether the arrest or summoning is in response to the commission of a school-related offense;
- The seriousness of the offense;
- Whether there is an imminent threat to public safety;
- Federal, state and local requirements;
- Whether the officer is able to accomplish the arrest by other means.

If the arrest is not reasonable given the considerations listed above, the arrest or summons of the student should be made at another time/place.

TRAINING ON AND DISTRIBUTION OF MOU:

The Lindsay Unified School District Superintendent shall ensure that this MOU is distributed to all of its school sites and that appropriate training regarding the provisions of this MOU and staff responsibilities under the MOU is provided.

SROs will be required to participate in at least one training per year provided by Lindsay Unified School District to include:

- school-related law enforcement best practices
- youth development and choices
- applicable privacy and confidentiality laws for children 18 years and under
- cultural competency in cross-cultural engagement between police officers and youth
- special education laws
- strategies for working and communicating effectively with students in the Special Education program
- ongoing community intervention best practices and referral organizations

SCHOOL SAFETY OVERVIEW:

- Accountability Reports Summary
- SRO Training Completion
- SRO Complaints overview and corrective actions

MEMORANDUM

September 13, 2016

From: Assistant City Planner
To: City Manager and City Council

Subject: Minute Order Approval of Temporary Use Permit Request 16-34 to Close a Portion of Honolulu Street for the Seventh Annual Rib Cook-Off Fund-Raising Event

Sarah Hagar of the Rib Cook-Off Committee has requested street closure for a portion of Honolulu Street, between Sweet Brier Avenue and Mirage Avenue (attachment) between 5 am and 6 pm on Saturday, November 5, 2016 in support of a Rib Cook-Off barbeque competition. The committee anticipates approximately 40 contestants/teams. Live entertainment will be provided. Four porter-potties will be provided.

Proceeds will benefit local youth programs. Over the past six years, this event has raised over \$20,000 that has been donated to programs around the community such as Lindsay Youth Football, Santa Night, Lady Cardinals High School Basketball, Lindsay High School Alumni Association and Healthy Start. The committee will donate a minimum of 10% of the proceeds and hopes to top last year's amount.

An event of this nature requires a certificate of insurance, indemnifying the City, to be provided by the Rib Cook-Off Committee. As they have in past years with this event, the Rib Cook-Off Committee will provide said certificate to the City before the event takes place.

There has been no negative feedback or issues from previous events. Pending Council approval, staff will coordinate event requirements with City Services and Public Safety. Staff requests Minute Order approval of the street closure for the Rib Cook-off event as shown.

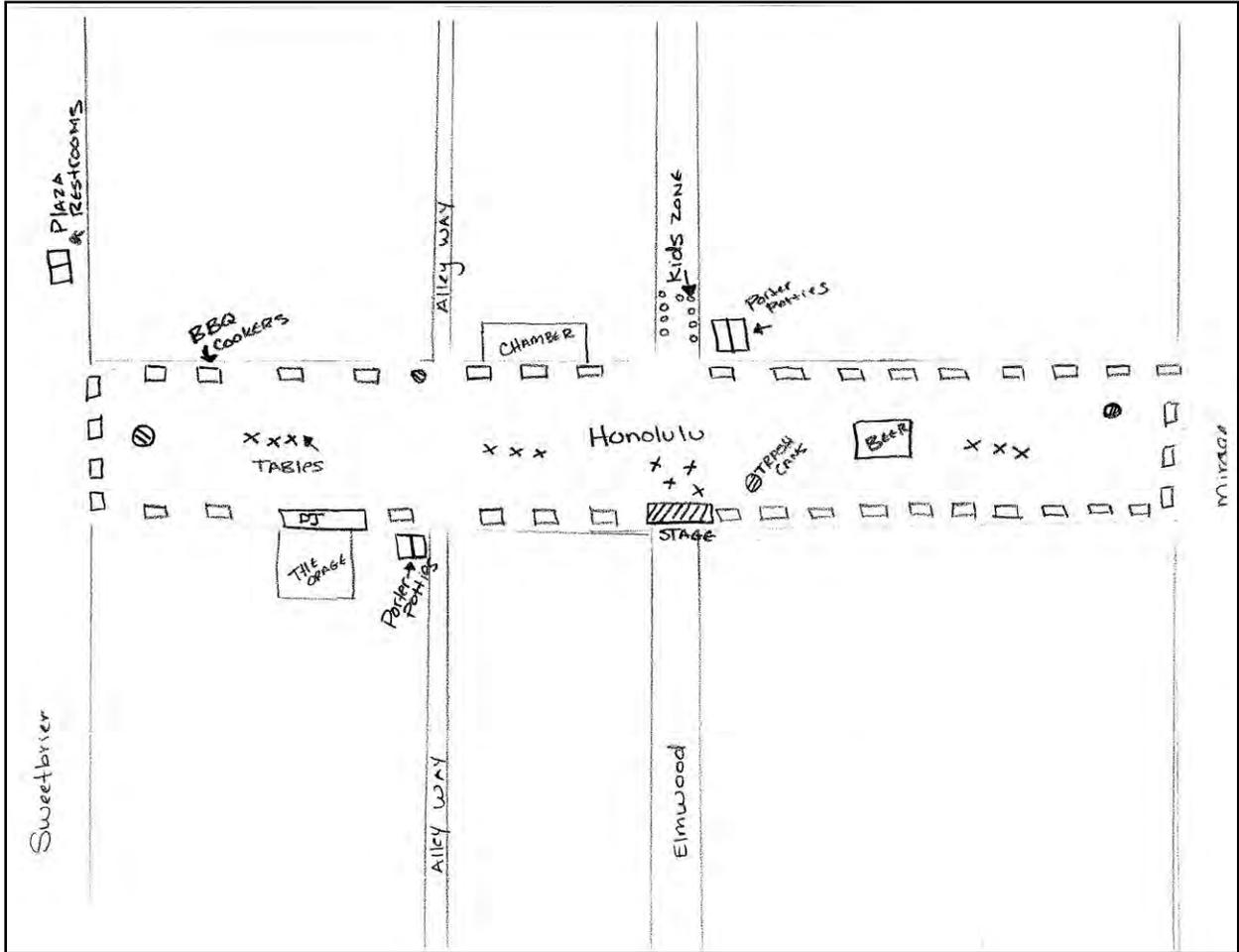
Respectfully Submitted,



Brian Spaunhurst

Attachment: Closure Map

Street Closure



City of Lindsay
Mayoral Proclamation

Whereas, September 17, 2016 marks the two hundred and twenty-ninth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

Whereas, It is fitting and proper to officially recognize this magnificent document and the anniversary of its creation; and

Whereas, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating Sept. 17th to 23rd as Constitution Week,

Now Therefore, I, Ramona Padilla, Mayor of the City of Lindsay, along with the entire City Council do hereby proclaim:

September 17-23, 2016 as
Constitution Week
in the City of Lindsay

and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Lindsay to be affixed this 13th day of September, 2016

Lindsay City Council

Ramona Villarreal-Padilla, Mayor

DATE : September 13, 2016
TO : Mayor Padilla and City Council Members
FROM : Mike Camarena, City Services Director
RE : Request to Award Landscape Districts (LD's) Maintenance Contract

City of Lindsay has a total of eight active Landscape & Lighting Assessment Districts (Listed in the attachment). City maintenance crews have been performing all maintenance within each district and with the expanded responsibilities in our city parks, streets and other general maintenance duties, it has become difficult to maintain level of service at each District.

With this in mind, staff reviewed options and estimated costs of maintenance for each District utilizing outside contract services. Staff prepared a proposal package and solicited licensed contractors. The proposal package identified responsibilities of weekly trimming, blowing, mowing and clean up as well as fertilization twice a year and grass seeding as needed. The repairs for the irrigation system and replacement of plants & trees will be managed through a time and material process as an additional charge.

On Wednesday, September 7, 2016, staff received a total of 3 proposals. The results of the proposals are included as an attachment to this memo.

Clean Cut Landscape Management (Clovis) was the lowest bidder on Contract 1, 2, & 4. Contract 3 exceeded a budget limit of \$15,000. Clean Cut Landscape Management provides similar landscape contract services to LD's in Porterville.

The second low bid was Perfect Care Landscaping & Maintenance (Tulare). Perfect Care was the second low bid in Contract 1, 2, & 4 but was the lowest bidder on Contract 3. Perfect Care will not accept one contract since as it would not be cost effective for their company.

Staff has identified recommendation of award for Contract 1, 2 and 4 below. As there is no recommendation for contract 4, staff will pursue alternate bidding options. While these options are being determined, city maintenance crews will provide the LD maintenance.

Requested Action

The request tonight is to Award Contract 1, 2, & 4 to Clean Cut Landscape Management, Inc.

COUNCIL ACTION:

Council may select one of the two actions outlined herein:

1. Award Contract 1, 2, & 4 to Clean Cut Landscape Management, Inc;
2. Do not award contracts to the lowest responsible bidder and provide direction to staff.

Attachments:

1. Bid results

CONTRACT NO 1		Company: CleanCut Landscape Management, Inc Lic # 1010030 Bid Bond: x				Company: Perfect Care Landscaping & Maintenance Lic# 943930 Bid Bond: x				Company: JC Lawn Service Lic # 977835 Bid Bond: x		
District	Name of District	Area of Maintenance	Monthly Maintenance Price	12 Month Contract	Total Contract = Monthly x 12	Monthly Maintenance	12 Month Contract	Total Contract = Monthly x 12	Monthly Maintenance	12 Month Contract	Total Contract = Monthly x 12	
A	Heritage Park (#96-01)	11,600 sq. ft.	\$ 274.00	12	\$ 3,288.00	\$ 264.00	12	\$ 3,168.00	\$ 400.00	12	\$ 4,800.00	
A	Maple Valley Estates(#07-02)	1,720 sq. ft.	\$ 45.00	12	\$ 540.00	\$ 80.00	12	\$ 960.00	\$ 640.00	12	\$ 7,680.00	
Total Yearly Contract for District A					\$ 3,828.00				\$ 4,128.00			
CONTRACT NO 2		Company: CleanCut Landscape Management, Inc Lic # 1010030 Bid Bond: x				Company: Perfect Care Landscaping & Maintenance Lic# 943930 Bid Bond: x				Company: JC Lawn Service Lic # 977835 Bid Bond: x		
District	Name of District	Area of Maintenance	Monthly Maintenance Price	12 Month Contract	Total Contract = Monthly x 12	Monthly Maintenance	12 Month Contract	Total Contract = Monthly x 12	Monthly Maintenance	12 Month Contract	Total Contract = Monthly x 12	
B	Parkside Estates (#01-01)	7,536 sq. ft.	\$ 197.00	12	\$ 2,364.00	\$ 218.00	12	\$ 2,616.00	\$ 360.00	12	\$ 4,320.00	
B	Pelous Ranch(#09-01)	27,593.1 sq. ft.	\$ 509.00	12	\$ 6,108.00	\$ 640.00	12	\$ 7,680.00	\$ 400.00	12	\$ 4,800.00	
Total Yearly Contract for District B					\$ 8,472.00				\$ 10,296.00			
CONTRACT NO 3		Company: CleanCut Landscape Management, Inc Lic # 1010030 Bid Bond: x				Company: Perfect Care Landscaping & Maintenance Lic# 943930 Bid Bond: x				Company: JC Lawn Service Lic # 977835 Bid Bond: x		
District	Name of District	Area of Maintenance	Monthly Maintenance Price	12 Month Contract	Total Contract = Monthly x 12	Monthly Maintenance	12 Month Contract	Total Contract = Monthly x 12	Monthly Maintenance	12 Month Contract	Total Contract = Monthly x 12	
C	Sierra View Estates(#92-01)	41,523 sq. ft.	\$ 1,129.00	12	\$ 13,548.00	\$ 880.00	12	\$ 10,560.00	\$ 600.00	12	\$ 7,200.00	
C	Sierra Vista Estates	22,000 sq. ft.	\$ 507.00	12	\$ 6,084.00	\$ 160.00	12	\$ 1,920.00	\$ 600.00	12	\$ 7,200.00	
Total Yearly Contract for District C					\$ 19,632.00				\$ 12,480.00			
CONTRACT NO 4		Company: CleanCut Landscape Management, Inc Lic # 1010030 Bid Bond: x				Company: Perfect Care Landscaping & Maintenance Lic# 943930 Bid Bond: x				Company: JC Lawn Service Lic # 977835 Bid Bond: x		
District	Name of District	Area of Maintenance	Monthly Maintenance Price	12 Month Contract	Total Contract = Monthly x 12	Monthly Maintenance	12 Month Contract	Total Contract = Monthly x 12	Monthly Maintenance	12 Month Contract	Total Contract = Monthly x 12	
D	Sweet Brier Plaza-Samoa (#02-01)	4,924 sq. ft.	133	12	\$ 1,596.00	\$ 185.00	12	\$ 2,220.00	\$ 360.00	12	\$ 4,320.00	
D	Sweet Brier Plaza-Hermosa (#02-02)	20,766 sq. ft.	475	12	\$ 5,700.00	\$ 552.00	12	\$ 6,624.00	\$ 400.00	12	\$ 4,800.00	
Total Yearly Contract for District D					\$ 7,296.00				\$ 8,844.00			
					In case of repair, please specify the following				In case of repair, please specify the following			
					Hourly Rate per employee	% for Overhead on Materials				Hourly Rate per employee	Overhead on Materials	
					\$ 38.00	15%				\$ 40.00	15%	
					\$ 19,596.00				\$ 23,268.00			
TOTAL											\$ 30,720.00	



DATE : Sept. 13, 2016
TO : Mayor Padilla and City Council Members
FROM : Carmela Wilson, City Clerk
RE : Appointing Sole Nominees to the Lindsay City Council

Since there were only enough nominations to fill the open positions, per Election Code 10229, the Lindsay City Council may

- (1) Appoint to the office the person(s) who have been nominated
- (2) Appoint to the office an eligible elector if no one has been nominated.
- (3) Hold the election, if either no one or only one person has been nominated.

At the August 23, 2016 City Council Meeting, the Lindsay City Council chose to appoint to the offices, the persons who have been nominated.

CANDIDATES ARE AS FOLLOWS:

- 1) Pamela G. Kimball
- 2) Brian E. Watson
- 3) Laura S. Cortes

Action Requested:

The request tonight is for Council to Approve Res. 16-40 appointing the above named nominees, per Elections Code 10229.

A statement of fact was published as required and Official Appointments to office would be made following official certification of the election results, typically the first meeting in December.

RESOLUTION NO. 16-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY, APPOINTING SOLE NOMINEES TO THE CITY COUNCIL AND FOREGOING A MUNICIPAL ELECTION.

At a regularly scheduled meeting of the City Council of the City of Lindsay, held on the 13th day of September 2016, at 6:00 p.m. in the Council Chambers of City Hall, Lindsay California 93247, the following resolution was adopted:

WHEREAS, the municipal offices to be filled are three City Council seats; and

WHEREAS, at the closing of the nomination period for these three City Council seats, four individuals had filed nomination papers and only three qualified at the deadline; and

WHEREAS, California Elections Code §10229 permits the City Council to appoint a nominee to the City Council when only one candidate has filed for the office, in lieu of holding a Municipal Election.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Lindsay desires to appoint the following individuals who filed nomination papers and qualified for these positions, to the three vacant City Council seats, for the term from November 8, 2016 to the November 2020 General Election:

1. Pamela (Pam) Kimball
2. Brian E. Watson
3. Laura S. Cortes

PASSED AND ADOPTED by the City Council of the City of Lindsay this 13th day of September, 2016.

ATTEST:

CITY COUNCIL OF THE CITY OF LINDSAY

Carmela Wilson, City Clerk

Ramona Villarreal-Padilla, Mayor

DATE : September 13, 2016
TO : Mayor Padilla and City Council Members
FROM : Michael Camarena, City Services Director
RE : Truck Route Study Session

As discussed at the August 23, 2016 Council meeting, staff has prepared this memo as the process and timeline proposed for the updating of the existing truck route designations.

The current municipal code states:

10.04.150 Designated truck routes and commercial vehicle prohibitions. A. Designated Truck Routes. The following streets or portions thereof, situated in the city, are designated to be, and as, the approved truck routes of the city:

<i>Route</i>	<i>Limits</i>
<i>1. Ashland</i>	<i>Hermosa to Frazier</i>
<i>2. Elmwood Avenue</i>	<i>Lewis Street to Mirage Avenue</i>
<i>3. Foothill Avenue</i>	<i>Hermosa to Sierra View Avenue</i>
<i>4. Frazier</i>	<i>Mt. Vernon to Ashland</i>
<i>5. Harvard Avenue</i>	<i>Lindmore to 800' north of Sierra View Avenue</i>
<i>6. Hermosa Street</i>	<i>Oxford to Harvard, Sweet Brier to Ashland</i>
<i>7. Honolulu Street</i>	<i>Sweet Brier to Mt. Vernon</i>
<i>8. Lewis Street</i>	<i>Mt. Vernon to Elmwood</i>
<i>9. Lindmore Street</i>	<i>Highway 65 to East City Limits</i>
<i>10. Lindsay Boulevard</i>	<i>Lindmore to Mt. Vernon</i>
<i>11. Mariposa Street</i>	<i>Mt. Vernon to Westwood</i>
<i>12. Mirage Avenue</i>	<i>Lindmore to Valencia</i>
<i>13. Mt. Vernon Street</i>	<i>Lewis to Mariposa</i>
<i>14. Parkside</i>	<i>Tulare Road to City Limits</i>
<i>15. Sweet Brier Avenue</i>	<i>Lewis Street to Tulare Road</i>
<i>16. Tulare Road</i>	<i>Oak Street to East City Limits</i>
<i>17. Valencia</i>	<i>Mirage Avenue to Harvard Avenue</i>
<i>18. Westwood</i>	<i>Mariposa to Tulare Road</i>

B. Designated Truck Route-Signage. The city council hereby finds that the erection of signs along the streets on which commercial vehicles exceeding a gross weight of fourteen thousand pounds are allowed shall best serve to give notice of this chapter. The city engineer is authorized to designate such streets by the erection of appropriate signs showing the designated truck routes.

C. Exceptions.

1. This chapter shall not prohibit any commercial vehicles coming from an unrestricted street having ingress and egress by direct route to and from a restricted street when necessary for the purpose of making pickups or delivery of goods, wares, and merchandise from or to any building or structure located on the restricted street or for the purpose of delivering materials to be used in the actual and bona fide repair, alteration, remodeling or construction of any building or structure upon the restricted street for which the building permit has been obtained.

2. This chapter shall not apply to passenger buses governed by the provisions of the Public Utilities Code Sections 1031 through 1036, or any vehicle owned by public utilities.

D. Advertising vehicles. No person shall operate or drive any vehicle used for advertising purposes or any advertising vehicle equipped with sound-amplifying or loud-speaking device

upon any street or alley at any time within the Central Traffic District. (Ord. 441 §§ 1, 2, 1991: Ord. 435 § 1, 1989: Ord. 415 § 1, 1987: Ord. 413 § 4 (part), 1987)

A map of the existing truck routes is included for reference as well as an edited map for reference and discussion.

The process of updating this ordinance and map is projected as follows;

Weeks 1-2 (September 19-30, 2016);

- Create and Finalize new Truck Route Map
- Create/Update Resolution/Ordinance language

Weeks 2-4 (October 3-14, 2016);

- Initial Study/CEQA work

Weeks 4-6 (October 17-28, 2016);

- 20 day public hearing notice

Weeks 7-8 (November 8, 2016);

- Council Presentation/1st reading/Public Hearing

Weeks 9-10 (November 22, 2016 / December 13, 2016);

- 2nd Reading

Weeks 11-14 (December 22, 2016 / January 5, 2017)

- 30 day waiting period until Ordinance takes effect

It would be staffs intention to reach out to local industries that may be stakeholders in this process for their input. Coordinating efforts to maximize truck use on appropriately designed arterials is the prime objective of the outreach effort.

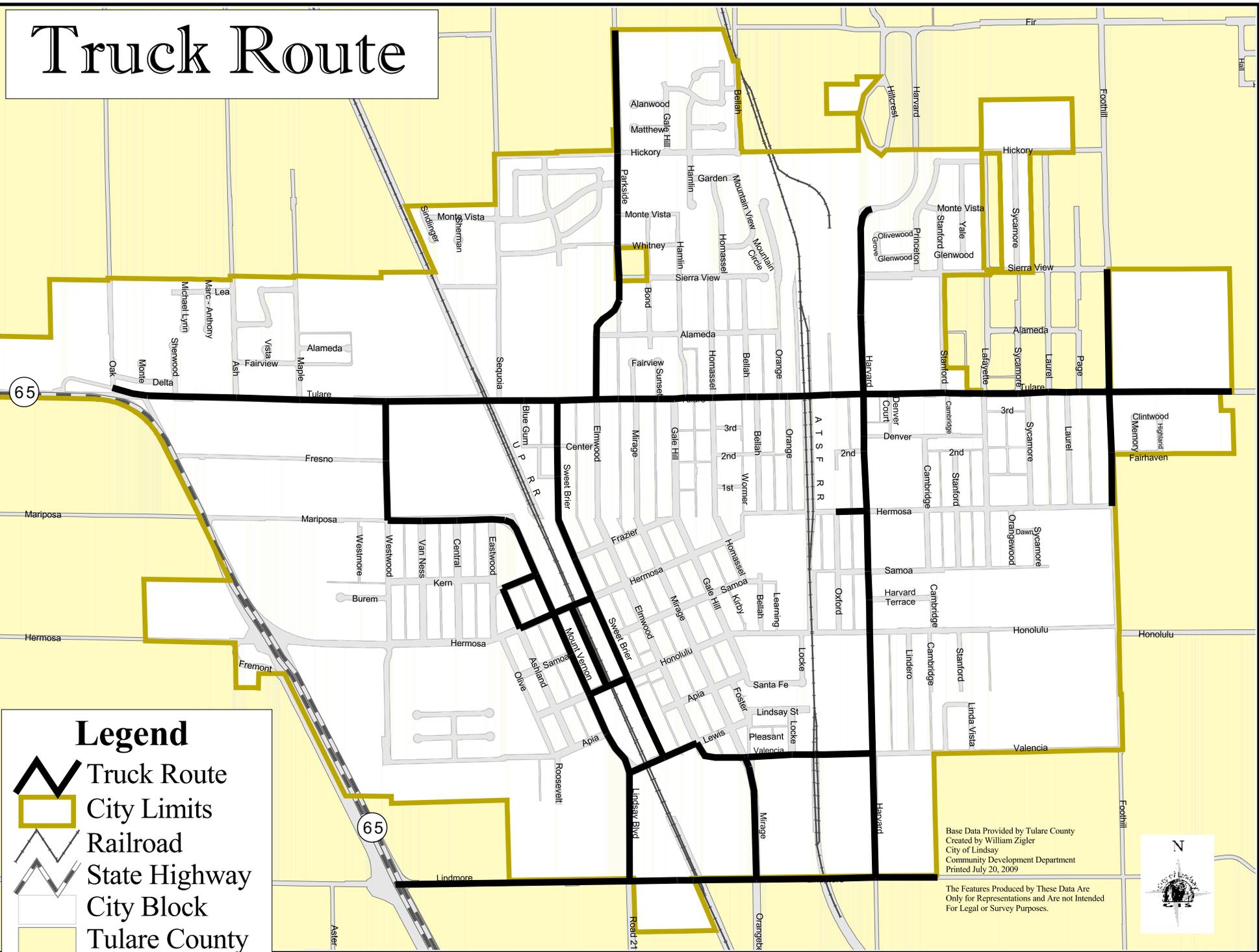
Requested Action:

This item is presented as a study session item to begin the process of updating the existing ordinance and map.

Attachments:

1. Adopted truck route map
2. Draft truck route map with edits

Truck Route



Legend

-  Truck Route
-  City Limits
-  Railroad
-  State Highway
-  City Block
-  Tulare County
-  Right of Way



Base Data Provided by Tulare County
 Created by William Zigler
 City of Lindsay
 Community Development Department
 Printed July 20, 2009

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

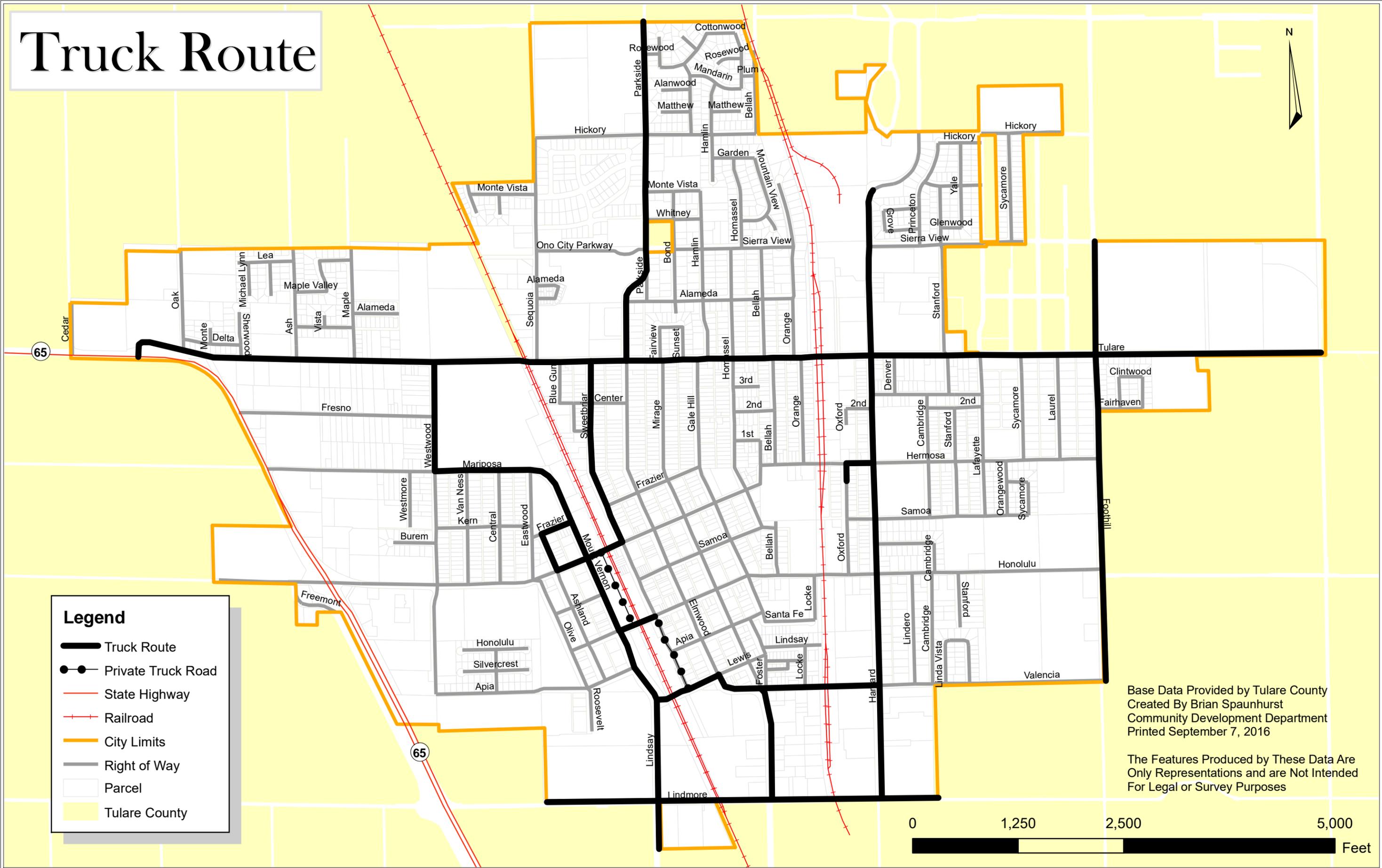


Truck Route



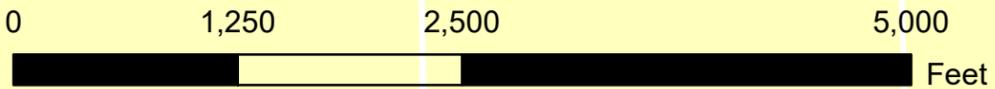
Legend

-  Truck Route
-  Private Truck Road
-  State Highway
-  Railroad
-  City Limits
-  Right of Way
-  Parcel
-  Tulare County



Base Data Provided by Tulare County
 Created By Brian Spaunhurst
 Community Development Department
 Printed September 7, 2016

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



DATE : September 13, 2016

TO : Mayor Padilla and City Council Members

FROM : Michael Camarena, City Services Director

RE : Resolution 16-41, A Request to Approve the Placement of a 4 Way Stop Sign at the Intersection of Mirage Avenue and Lindmore Street

SUMMARY

The City has had requests to create a safer intersection at South Mirage Street and Lindmore Avenue. The businesses located at this intersection, Big Ben's Door and Molding as well as McQueen Trucking and HIT Products have requested added safety improvements at this intersection.

Reported figures from Lindsay Department of Public Safety and the California Highway Patrol report 15 incidents in the last 40 months.

The intersection is Tulare County right of way. The City maintains a maintenance agreement in the entire right of way. City staff has communicated with Tulare County staff and has received notification from County staff that the proposed 4 way stop improvement would be supported.

The request before Council is to approve Resolution 16-41 and authorize the installation of stop controls in the north-south direction. There is existing stop sign control in the east-west direction. Costs associated with this project are estimated at \$4,500-\$6,000 and will be taken from the gas tax budget.

Requested Action:

1. Approve Resolution No. 16-41, A Resolution of the City Council of the City of Lindsay Approving the Placement of a 4 Way Stop Sign at the Intersection of Mirage Avenue and Lindmore Street;
2. Do not approve Resolution 16-41 and direct staff to pursue some other action.

Attachments:

1. Resolution No. 16-41, A Resolution of the City Council of the City of Lindsay Approving the Placement of a 4 Way Stop Sign at the Intersection of Mirage Avenue and Lindmore Street;
2. Aerial of Mirage/Lindmore intersection

RESOLUTION NO. 16-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY APPROVING THE PLACEMENT OF A 4-WAY STOP SIGN AT THE INTERSECTION OF MIRAGE AVENUE AND LINDMORE STREET.

At a regular meeting of the City Council of the City of Lindsay, held the 13th day of September 2016, at the hour of 6:00 p.m. in the Council Chambers at City Hall, Lindsay, California 93247, the following resolution was adopted:

THAT WHEREAS, South Mirage Street and South Lindmore Avenue have been designated through streets through the City Street System; and

WHEREAS, The City Engineer has determined that numerous Traffic Accident Reports have revealed the need for placement of a 4-way stop sign at the intersection of Mirage and Lindmore; and

WHEREAS, Tulare County Resource Management Agency supports the need for placement of a 4-way stop sign at the intersection of Mirage and Lindmore; and

WHEREAS, the Lindsay City Council has reviewed the information and approved the request for placement of a 4-way stop sign at the intersection of Mirage and Lindmore,

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lindsay does hereby approve the placement of a 4-way stop sign at the intersection of Mirage and Lindmore.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Lindsay this 13th day of September, 2016.

ATTEST:

CITY COUNCIL OF THE CITY OF LINDSAY

Carmela Wilson, City Clerk

Ramona Villarreal-Padilla, Mayor



DATE : September 13, 2016
TO : Mayor Padilla and City Council Members
FROM : Michael Camarena, City Services Director
RE : Request Approval of Resolution 16-42, A Resolution Authorizing and Directing the City Manager to Execute the Joint Powers Agreement that will provide for City Participation in the East Kaweah Groundwater Sustainability Agency

BACKGROUND

On June 14, 2016, Council approved a Memorandum of Understanding (MOU) as a first step to form the East Kaweah Groundwater Sustainable Agency (EKGSA). To recap;

Current Status of the Kaweah Sub Basin

The status of the formations of Groundwater Sustainable Agencies (GSA's) is:

1. **Mid Kaweah.** Cities of Visalia and Tulare, Tulare Irrigation District. JPA approval process completed.
2. **Greater Kaweah.** Tulare County, Kaweah Delta Water Conservation District, Kings County Water District, Lakeside Irrigation District, Cities of Farmersville, Exeter and Woodlake. JPA approval process underway.
3. **East Kaweah.** Agencies include Exeter ID, Ivanhoe ID, Stone Corral ID, Lindmore ID, Lindsay-Strathmore ID, Tulare County and the City of Lindsay. JPA presented tonight for consideration.

Groundwater Sustainability Agencies

SGMA clearly established the concept that local agencies can simply elect to become a GSA, and thereby obtain authority to develop a Groundwater Sustainability Plan (GSP). In some cases multiple local agencies within certain areas (within proximity typically) may decide that a new agency is warranted. In this case, multiple agencies would combine and then elect to serve as a GSA, or a statutory district can be formed for the express purpose of serving as a GSA under SGMA.

A local agency for purpose of SGMA is defined as; a local public agency that has water supply, water management, or land use responsibilities within a groundwater basin.

This definition includes cities and irrigation districts, but excludes private utilities. Other parties, including utilities, have various roles they can participate in the development of a GSP. GSA's are obligated to include various stakeholder groups in GSP development and the ability of a "water corporation governed by the Public Utilities Commission" to participate in a GSA if approved by the local agencies.

Staff has attended many informational and organizational meetings with EKGSA interested agencies with the outcome of these meetings being presented in the form of the proposed JPA document. Several subcommittees were developed to investigate factors involved with the potential formation of this GSA. Agency members, GSA boundaries, formation costs and governance were the primary subcommittees.

FISCAL IMPACT

It is estimated to cost \$109,000 for the initial year of operation for the JPA. The cost would be divided amongst the initial signatory's for a total of \$15,571.43 per agency. The breakdown of the estimated cost per category is:

1. Administration, \$48,000. The scope of administration includes GSA meeting preparation, committee meeting organization and attendance, outreach activity coordination, negotiation of Kaweah Sub-Basin coordination agreement, Local, Sacramento meeting attendance and representation, Legal, consultant oversight including assistance with data collection/organization, Development, maintenance of GSA website.
2. Legal Counsel, \$36,000. The scope of legal counsel includes preparation of East Kaweah JPA governance document, preparation/review of Kaweah Sub-Basin coordination agreement, representation at local/outside meetings regarding GSA governance.
3. Technical/Advisory Consultants, \$25,000. The scope of technical/advisory consultants includes Hydrologist and Hydrogeologist: Data collection and organization in furtherance of GSP preparation, other technical consultants as may be necessary, Consultant regarding stakeholder outreach/public participation as may be necessary.

As this is a formation of a new JPA with new, state mandated actions and goals, the estimate of costs and tasks are fluid.

CITY COMMITMENT

If Council approves Resolution 16-42, the JPA requires that an "elected member of the governing body of each member entity" be appointed to the JPA Board of Directors. An alternate Director for the City shall also be appointed by Council however this alternate position can be a staff member if that is the decision of Council. The final determination of the Board representatives can be deferred until such a time that the JPA formation is finalized by all prospective agencies.

Primary directives of the JPA will include the development of a Groundwater Sustainability Plan (GSP) and the coordination agreement with the adjacent Greater and Mid Kaweah GSA's. The ongoing cost of operation of the JPA and the development of this plan and agreement will be a significant impact to our water enterprise fund. For this fiscal year, staff has accounted for the cost of JPA membership within the current water enterprise account. The 2017-2018 CIP has estimated \$100,000 for the initial impact of the GSP and must be modified as these costs are solidified.

Requested Action:

1. Staff requests approval Resolution 16-42, A Resolution authorizing and directing the City Manager to execute the Joint Powers Agreement that will provide for City participation in the Groundwater Sustainability Agency;
2. Do not approve Resolution 16-42 and direct staff to pursue some other action.

Attachments:

1. Resolution 16-42, A Resolution authorizing and directing the City Manager to execute the Joint Powers Agreement that will provide for City participation in the Groundwater Sustainability Agency;
2. Sustainable Groundwater Management Act (SGMA) information page;
3. Draft Territory Map

RESOLUTION NO. 16-42

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY,
AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE
THE JOINT POWERS AGREEMENT THAT WILL PROVIDE FOR CITY
PARTICIPATION IN THE GROUNDWATER SUSTAINABILITY AGENCY.**

At a regularly scheduled meeting of the City Council of the City of Lindsay, held on the 13th day of September 2016, at 6:00 p.m. in the Council Chambers of City Hall, Lindsay California 93247, the following resolution was adopted:

WHEREAS, the municipal offices to be filled are three City Council seats; and

WHEREAS, The City desires to participate in the East Kaweah Groundwater Sustainability Agency ("EKGSA"); and

WHEREAS, it is important for the City to fully participate in the EKGSA due to its role in establishing a regional Groundwater Sustainability Agency for the Kaweah Subbasin, pursuant to the Sustainable Groundwater Management Act of 2014,

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the City Council of the City of Lindsay that the City Manager is authorized to execute the Agreement to form the Joint Exercise of Powers Agreement for the Kaweah Subbasin area to allow the City to become a permanent member of the EKGSA.

PASSED AND ADOPTED by the City Council of the City of Lindsay this 13th day of September, 2016.

ATTEST:

CITY COUNCIL OF THE CITY OF LINDSAY

Carmela Wilson, City Clerk

Ramona Villarreal-Padilla, Mayor

Sustainable Groundwater Management Act (SGMA)

Background

California Legislature adopted legislation in 2014 that requires comprehensive groundwater regulation on a regional basis throughout California. Plans for sustainable groundwater management are required to be adopted for all basins for which overdraft has been documented. The earliest deadlines for plan development have been established for high- and medium-priority basins.

The entire valley floor area of Tulare County lies within three abutting critical overdraft groundwater sub-basins (Kaweah, Tule and Tulare Lake). Basins or sub-basins that are in critical overdraft have been defined to qualify as high priority basins under the Sustainable Groundwater Management Act (SGMA). The City of Lindsay lies within the Kaweah Sub-Basin. SGMA requires that a plan be developed for each basin or sub-basin, and if such a plan meeting the SGMA requirements is not adopted, the basin will be designated as a probationary basin, which enables the State Water Resources Control Board to take over regulation and control of the planning and management to achieve sustainability in the basin.

Agricultural, public and private water users and providers within the Kaweah Sub-Basin have a clear interest in ensuring that a plan under SGMA is developed locally, and that regulation not be left to the State Water Resources Control Board.

Groundwater Sustainability Plans

A primary requirement established by SGMA is that for each groundwater basin or sub-basin in the state, public agencies with water resource management and/or land use authority must develop and implement a comprehensive groundwater management plan designed to ensure sustainability of the groundwater basin. These plans are called Groundwater Sustainability Plans (GSP). SGMA includes specific definitions of what a plan is required to achieve;

- Sustainable groundwater management means the management and use of groundwater in a manner that can be maintained during the planning and implementation horizon without causing undesirable results.
- Sustainable yield means the maximum quantity of water, calculated over a base period representative of long-term conditions in the basin and including any temporary surplus that can be withdrawn annually from a groundwater supply without causing an undesirable result.
- Undesirable result means one or more of the following effects caused by groundwater conditions occurring throughout the basin:
 1. Chronic lowering of groundwater levels indicating a significant and unreasonable depletion of supply if continued over the planning and implementation horizon. Overdraft during a period of drought is not sufficient to establish a chronic lowering of groundwater levels if extractions and recharge are managed as necessary to ensure that reductions in groundwater levels or storage during a period of drought are offset by increases in groundwater levels or storage during other periods.
 2. Significant and unreasonable reduction of groundwater storage
 3. Significant and unreasonable seawater intrusion.

4. Significant and unreasonable degraded water quality, including the migration of contaminant plumes that impair water supplies.
5. Significant and unreasonable land subsidence that substantially interferes with surface land uses.
6. Depletions of interconnected surface water that have significant and unreasonable adverse impacts on beneficial uses of the surface water.

This definition at least provides a basic understanding of what a GSP will need to address.

GSP's need not cover an entire Sub-Basin, but all areas within a Sub-Basin must be covered by a GSP and there may be more than one GSP per sub-basin. In the event that more than one GSP is established within a subbasin, SGMA requires that an overarching coordination agreement be entered into between the various GSA's to ensure that the multiple GSP's provide adequate planning, management and coordination to achieve a sustainability in the basin.

Groundwater Sustainability Agencies

A GSP can only be approved by a Groundwater Sustainability Agency (GSA). SGMA clearly established the concept that local agencies can simply elect to become a GSA, and thereby obtain authority to develop a GSP. In some cases multiple local agencies within certain areas (within proximity typically) may decide that a new agency is warranted. In this case, multiple agencies would combine and then elect to serve as a GSA, or a statutory district can be formed for the express purpose of serving as a GSA under SGMA.

A local agency for purpose of SGMA is defined as; a local public agency that has water supply, water management, or land use responsibilities within a groundwater basin.

This definition includes cities and irrigation districts, but excludes private utilities. Other parties, including utilities, have various roles they can participate in in the development of a GSP. GSA's are obligated to include various stakeholder groups in GSP development and the ability of a "water corporation governed by the Public Utilities Commission" to participate in a GSA if approved by the local agencies.

Basin-Wide Requirements

SGMA is clear that individual agencies are authorized to serve as a GSA and are empowered as a GSA to establish an individual GSP. SMGA and the unrestricted flow of groundwater dictate that there be a certain level of intra-basin coordination. Because of the connected nature of areas lying within the same groundwater basin or sub-basin, all GSP's prepared for a basin or sub-basin must necessarily account for and coordinate with surrounding groundwater management practices in order to prove achievement of the sustainability goal.

SGMA recognizes this physical reality by requiring that groundwater management within a sub-basin be accomplished in one of three distinct ways:

1. A single plan covering the entire basin developed and implemented by one groundwater sustainability agency.
2. A single plan covering the entire basin developed and implemented by multiple groundwater sustainability agencies.

3. (Subject to Section 10727.6), multiple plans implemented by multiple groundwater sustainability agencies and coordinated pursuant to a single coordination agreement that covers the entire basin.

It is clear from this language that the basin need not be managed by a single GSA, and it need not be managed according to a single GSP. However, if multiple GSPs are developed by multiple GSAs, then as described above, there must be a Coordination Agreement that ensures that the GSPs act cohesively to ensure sustainability for the entire basin (or in this case sub-basin).

A Coordination Agreement has certain required elements. Water Code Section 10727.6 provides:

Groundwater sustainability agencies intending to develop and implement multiple groundwater sustainability plans pursuant to paragraph (3) of subdivision (b) of Section 10727 shall coordinate with other agencies preparing a groundwater sustainability plan within the basin to ensure that the plans utilize the same data and methodologies for the following assumptions in developing the plan:

- a. Groundwater elevation data.
- b. Groundwater extraction data.
- c. Surface water supply.
- d. Total water use.
- e. Change in groundwater storage.
- f. Water budget.
- g. Sustainable yield.

This provision provides clear and understandable direction for GSA's to form along individual agency boundaries and adopt plans for their own agencies, but work together in the development of a coordination agreement to ensure planning and management is ultimately coordinated throughout the entire basin or sub-basin. It also provided flexibility, so that various combinations of agencies within the basin can team up in sensible ways, again with a coordination agreement for the entire basin. No specific arrangement is required under SGMA, provided overall basin-wide planning is achieved in one manner or another.

The flexibility provided by SGMA is valuable to the local agencies considering acting, in some way, as a GSA under the law. However, it also creates the need to understand the pros and cons of the various approaches, and for the agencies to consider their overarching interests in participating in groundwater management and regulation.

Interests of Local Agencies in Retaining Control over Decision-making

There are several reasons local agencies would have a direct interest in groundwater regulation under the SGMA provisions. These include:

- Ensure development capabilities (cities) and maximization of property values (ag areas). Groundwater regulation will have an effect on all manner of economic activity in the regulated areas. In farming areas, reduced or limited groundwater pumping will reduce utility of the land, and thereby reduce property values. In cities groundwater regulation will likely limit development opportunities. SGMA includes some provisions that establish direct interplay with land use planning processes. Agencies clearly have an interest in implementing groundwater regulation in a manner that minimizes these impacts. Surface

water importing as Lindsay is capable of providing will help with our localized area but the effect on a basin wide basis is unknown.

- Control of surface water assets. Surface water will play a key role in the overall water budget for a particular planning area, and therefore will have a clear impact on regulatory plans. Water assets are usually owned and managed at a local agency level, and that is the case to varying degrees with the City of Lindsay, Lindmore Irrigation District (LID), Lindsay-Strathmore Irrigation District (LSID) and the Lewis Creek Water District (LCWD). SGMA further has the potential to involve surface water management as a component of probationary plans as approved by SWRCB, in the event that a basin-wide plan is not adopted within the established timeframes.
- Fair implementation and enforcement for residents/landowners. Agencies have an interest in ensuring that implementation and enforcement of groundwater regulation is fair to residents and landowners.

All of the above interests are protected through control over the decision making for the GSP's and implementation efforts of those plans. These interests can be threatened if decision making authority is removed from the local agencies. Decision making authority can be removed in a number of ways:

- Decline to Act. If an individual local agency declines to declare itself a GSA, or declines to join a joint effort (MOU or JPA) to establish an umbrella GSA with other agencies, this would leave the County of Tulare (or potentially the Kaweah Delta Water Conservation District), and ultimately the SWRCB to make all decisions for that non-acting local agency under SGMA.
- Formation of a Single Basin-Wide GSA with Separate Governing Body. As noted above, it is possible to form a single Joint Powers Authority with all other potential GSA agencies within the Kaweah Sub-Basin, and have that GSA develop a single GSP. Although this is possible, one drawback is that it could dilute the decision making authority of each of the agencies. Each agency would only have one vote or at most a proportionate vote on the JPA governing body. The governing body of the GSA is the decision making body for development and implementation of the GSP. It is clearly more difficult to ensure that individual agency interests are protected when decision-making is vested in a representative governing body in which each individual area can be out-voted by the others.
- Disparate interests and water assets among planning partners. The establishment of a GSP for a particular area will be challenging even if all of the entities regulated by the plan are cohesive and have similar interests. Having a wide range of interests, such as water districts with large water assets together with areas with no surface water assets, or well-organized and politically unified cities with unplanned and ungoverned "white areas", will aggravate this challenge and further complicate decision-making.
- Inadequate basin-wide planning. If basin-wide planning is inadequate, or agreement on certain principles fails, then SGMA provides that the entire basin or sub-basin will be deemed probationary, giving rise to SWRCB control over the basin planning process rather than local agency control, even where some local agencies have developed appropriate plans and can prove sustainability for their areas. Currently, Water Code section 10735.2(e) provides that the SWRCB shall exclude from probationary status any

portion of a basin that demonstrates compliance with an established sustainability goal, but it is unclear whether this applies to basins or sub-basins which have been unable to adopt either a single GSP or enter into a Basin Coordination Agreement.

- **Lack of Access to Water Assets.** Although an individual agency working by itself may be able to have legal authority to develop a GSP for its jurisdictional area, such an approach may not be feasible if the agency has no access to surface waters or other water assets that are needed to make the plan sustainable. Keeping decision making local in these circumstances is not a positive process.
- **Stakeholder Process.** A stakeholder process is necessary to ultimately adopt a GSP, which can pose difficulties in adopting a GSP where there are contrasting stakeholder groups.

Local Agencies' Interests in Well-Coordinated Basin-Wide Planning

Balanced against a local agency's interest in retaining decision-making authority on groundwater matters is the need to ensure that agreement is reached among the agencies overseeing the other areas of the basin. There are issues that need to be addressed on a basin-wide basis, and these issues will not be easily resolved. The Department of Water Resources (DWR), in developing their technical assistance for those subject to SGMA, has cited this fact in concluding that a single GSA preparing a single GSP will be the simplest and easiest manner to achieve SGMA compliance. Apart from being much easier for DWR to review and approve, DWR believes that the extra layer of cooperation required through a coordination agreement (as opposed to a single GSA with a single GSP) could prove more challenging to achieve compliance. In DWR's view, multiple GSAs developing multiple GSPs will not be as likely to create a collective and comprehensive plan for achieving sustainability in the entire basin.

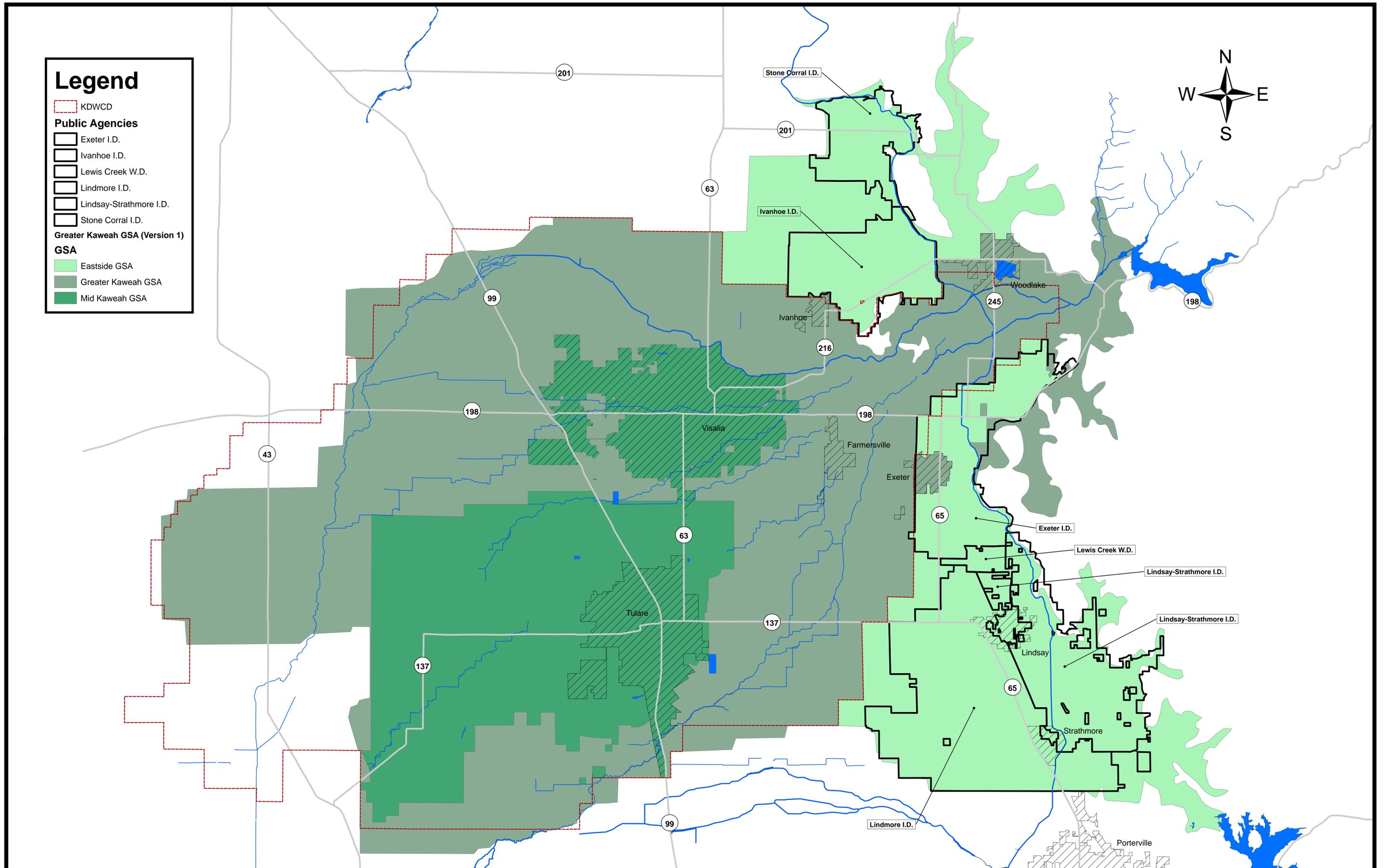
SGMA itself provides an answer to DWR's valid point regarding the need for basin wide cooperation: it requires a cooperation agreement in any basin with multiple GSPs. The various agencies within a basin should plan on spending considerable effort on developing the foundation to a cooperation agreement, such as determination of accepted methodologies and data sets for determining safe groundwater yield, water budgets and other foundation assumptions for the basin. However, this effort can be seen as separate from the actual establishment of a GSP by a GSA.

An additional way of addressing the need for basin-wide coordination is to join with a small number of agencies to form a joint GSA for a portion of the basin, but not the entire basin. This will allow agencies to look for strategic partnerships that can take advantage of similarities in water assets and existing cooperative arrangements. This will provide more regionalized planning while reducing the number of GSAs and GSPs for the basin, which will also assist in basin-wide cooperation.

Attachments:

1. Tulare Lake Hydrologic Region
2. Kaweah Sub Basin
3. Public Entities within the Kaweah Sub Basin
4. Proposed Formation of a Groundwater Sustainability Agency

GREATER KAWEAH GSA - PROPOSED BOUNDARY



DATE : September 13, 2016
TO : Mayor Padilla and City Council Members
FROM : Michael Camarena, City Services Director
RE : ADA Self Evaluation Transition Plan Update

BACKGROUND

The City of Lindsay along with all jurisdictions within California are required to prepare for an audit of our ADA Self Evaluation Transition Plan by Caltrans consultants. As a substantial portion of the plan requires evaluation of surface pedestrian improvements, Tulare County Association of Governments approved \$25,000 to support the plan update efforts required for the City. The approval of funding was done in December, 2015 and will support the public right of way portion of the plan only. Other jurisdictions with Tulare County also received funding for the public right of way portions of those plans or updates.

The scope of the ADA Transition Plan (Plan) would entail assessment of both public right of way and government/public facilities. The Plan would be developed with the following potential guidelines:

1. Executive Summary
2. Introduction and Administrative Information
3. Public Participation and Input
4. Inventory Methodology and Findings
5. ADA Codes and Standards
6. ADA Capital Implementation Plan
7. Monitoring and Status Reporting

While Lindsay is a small city with limited staffing, it was determined the Plan could be developed with current city staffing combining the efforts of the City Services (associate engineer, building inspector and support staff), Planning (planner assistant) and the City Engineer. There are 15 government/public facilities compared to 37 miles of paved streets with supporting pedestrian improvements.

Assistant City Planner Brian Spaunhurst has assembled a team of 5 local high school students and has developed an action plan for the surveying of the pedestrian improvements throughout the city. The city has been divided into 12 sectors for the surveying work with 2 sectors completed. It is anticipated that the remaining sectors will be completed within the few months. The field results will be incorporated into the draft plan and will be presented to Council once compiled for review. The draft plan is expected to be completed in the next 6 to 9 months.

Requested Action:

This item is presented as an informational item only. No action is being requested at this time.

Attachments:

None

DATE : September 13, 2016
TO : Mayor Padilla and City Council Members
FROM : Michael Camarena, City Services Director
RE : City Wide Pedestrian Pathway Study Update

BACKGROUND

The City completed the first Pedestrian Pathway Study in 2015. That study focused on pedestrian connection (walking, biking and alternate pedestrian methods of travel) to Roosevelt School. Since this study has been completed, the City has installed nearly 2,000 lineal feet of curb and gutter and approximately 12,000 square feet of sidewalk, street lighting and street trees. The 2 construction projects completed have connected Roosevelt School to existing pedestrian infrastructure and created safer options of getting students to and from that school site.

Staff is now developing a second Pedestrian Pathway Study, which will overlay the entire city. A primary focus of this study will be to identify existing gaps of infrastructure (curb and gutter, sidewalk) city wide. It is expected that a substantial portion of field data collected in our ADA Self Evaluation Transition Plan will be utilized in the development of this study. This program is intended to identify pedestrian and bicycle connectivity shortfalls and propose solutions in the areas identified.

As the initial study was funded with transportation dollars from Tulare County Association of Governments (TCAG), it is anticipated that this follow up study will also be allowed to access these same funds.

Requested Action:

This item is presented as an informational item only. No action is being requested at this time.

Attachments:

None