

Lindsay City Council Agenda

Regular Meeting

Council Chambers at City Hall
251 E. Honolulu, Lindsay, California
Tuesday, September 22, 2015
6:00PM

1. a) Call to Order: 6:00 p.m.
b) Roll Call: Council members Salinas, Mecum, Kimball, Mayor Pro Tem Sanchez, Mayor Padilla.
c) Flag Salute: Mayor Pro Tem SANCHEZ.

 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. STUDENT REPORT.
Presented by Esmie Munoz.

 5. STAFF REPORTS.
Presented by Bill Zigler, Interim City Manager.

 6. 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.1-33)
 - a) Meeting Minutes for Sept. 8th, 2015.
 - b) Warrant List for July 15, Aug.14 & Sept. 9 – 16, 2015.
 - c) Updated Salary Matrix to comply with PERS requirements.
 - d) Procession by Church of God of Prophecy on Sat. Sept. 26th.
 - e) Award 2015-11 Valencia St. Rehabilitation Phase II Bid to Vollmer Excavation.
 - f) Renew the Red Zone Agreement with Lindsay Unified School District for FY15/16.
 - g) Res. 15-45 Adopting the Recognized Obligation Payment Schedule for January 1 – June 30, 2016.

 7. PUBLIC HEARING: CONSIDERATION OF RESOLUTION 15-44 (pg.34-37)
ACCEPTING SLESF GRANT AWARD & AUTHORIZING \$100,000
EXPENDITURE FROM FY 2015/16 GRANT FUND.
Presented by Chris Hughes, Interim Public Safety Director.

 8. REQUEST APPROVAL OF RE-ENACTMENT OF HISTORICAL (pg. 38)
MAIL RUN AT CITY HALL ON OCTOBER 10th.
Presented by Brian Spaunhurst, Assistant City Planner.

 9. DISCUSSION AND REQUEST FOR DIRECTION REGARDING (pg. 39)
PROPOSED SALES TAX MEASURE.
Presented by Bill Zigler, Interim City Manager and Tamara Laken, Finance Director.

 10. EXECUTIVE SESSION
Conference with Labor Negotiators GC\$54957.6
Negotiating Parties: Bill Zigler and Mario Zamora
Employee Organization: Local SEIU for Misc. Employees Group

 11. ADJOURN. The next Regular meeting is scheduled for **TUESDAY, OCT. 13, 2015 at 6:00 PM** in the Council Chambers at City Hall, 251 E. Honolulu, Lindsay, CA 93247.
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Lindsay City Council and
Successor Agency to the Redevelopment Agency
Joint Meeting Minutes
Council Chambers at City Hall
251 East Honolulu, Lindsay, California
Tuesday, September 8, 2015
5:55 P.M.

Pg. 8090

Mayor PADILLA Welcomed all to the Joint meeting of the Lindsay City Council and the Successor Agency to the Lindsay Redevelopment Agency. She explained the Successor Agency Meeting would be taken up first followed by the Lindsay City Council meeting. She asked if there was anyone in the audience who needed the Welcome translated into Spanish, seeing no one she continued without translating.

CALL TO ORDER.

Chairman PADILLA called the Meeting of the Successor Agency to the former Lindsay Redevelopment Agency to order at 5:55 p.m. in the Council Chambers at City Hall, 251 E. Honolulu, Lindsay, and California.

BOARD PRESENT: SALINAS, KIMBALL, Vice Chair SANCHEZ, Chairman PADILLA.

BOARD ABSENT: MECUM.

PUBLIC COMMENT: None

CONSIDERATION OF SUCCESSOR AGENCY RESOLUTION 15-04 AMENDING THE LONG-RANGE PROPERTY MANAGEMENT PLAN FOR FORMER REDEVELOPMENT AGENCY HELD PROPERTIES.

Executive Director Bill Zigler introduced this item and staff report. He stated Staff had previously conducted an inventory of 9 known former RDA properties held, identified the property type, had each appraised and recommended a permissible use for disposition. Following the submittal of the Property Management Plan to the Department of Finance, the DOF reviewed its records and requested that two additional properties be included in the Plan. These two additional properties are the City Park and a triangle shaped property east of the park. The request tonight is to add these to the Property Management Plan for transfer to the City for park use.

Chairman PADILLA asked if there were any questions from the Board, seeing none she asked what if any action the Board would like to take on Successor Agency Resolution 15-04?

ACTION:

On Motion by SALINAS and Second by KIMBALL, the SUCCESSOR AGENCY BOARD APPROVED SUCCESSOR AGENCY RESOLUTION 15-04 AMENDING THE LONG-RANGE PROPERTY MANAGEMENT PLAN FOR FORMER REDEVELOPMENT AGENCY HELD PROPERTIES.

AYES: SALINAS, KIMBALL, SANCHEZ, PADILLA.

NOES: None.

ABSENT: MECUM.

With no further business, Chairman PADILLA asked for motion to adjourn the Successor Agency Meeting.

ADJOURN. Upon motion of SALINAS and Second of KIMBALL, Chairman PADILLA adjourned the Meeting of the Successor Agency at 5:59 pm

CALL TO ORDER.

Mayor PADILLA called the 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, KIMBALL, Mayor Pro Tem SANCHEZ, Mayor PADILLA.

COUNCIL ABSENT: MECUM.

FLAG SALUTE: Council member KIMBALL.

WELCOME & INTRODUCTION OF LHS STUDENT REPRESENTATIVE, ESMIE MUNOZ.

Mayor PADILLA welcomed and introduced LHS Student Representative Esmie Munoz and asked if she would like to tell us a little bit about herself.

Esmie introduced herself and provided very brief information of herself.

New 2015/2016 LHS Principal Heather Rocha introduced herself and commented she would like to partner with the city and be available as needed.

Mayor PADILLA announced Public comment and asked if anyone in the audience needed this portion of the meeting translated into Spanish, seeing none she continued with Public Comment.

Interim City Manager Bill Zigler commented that the City Attorney would be attending the Council meeting in the Community Development Conference Room as he was not feeling well and was running a temperature. In order to not expose anyone to his illness he would be available to us via telephone communication & video from the Council Chambers to the Conference Room.

PUBLIC COMMENT:

Tim Daubert- commented on problem of "Adults riding bicycles on the sidewalk", this could result in accidents/collision with wheelchairs and asked for staff assistance.

Eric Sinclair- commented on crosswalks concern at Mirage & Tulare Rd. (East/ West crossing) and information for directing families in need of crisis service.

CONSENT CALENDAR:

Request for approval of the following:

- a) Meeting Minutes for Aug. 25th, 2015.
- b) Warrant List for Aug. 21st & 31st and Sept. 2nd and 4th, 2015.
- c) Acceptance of Aug. 31, 2015 Treasurer's Report.
- d) Car Show by Danny Macias to benefit Santa Night
- e) Menudo & Pozole Cook-off, Sat. Oct. 3rd
- f) Proclamation declaring Sept. 17-23 Constitution Week.
- g) Loan Committee Hardship Waiver Policy-included for information only
- h) Place plaque on American Spirit Mural honoring Bill Drennen.

ACTION:

On Motion by KIMBALL and Second by SANCHEZ, the Lindsay City Council approved the Consent Calendar, as presented, Via Minute Order.

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

CONSIDERATION OF RES. 15-43 A REQUEST TO APPROVE BUDGET AMENDMENT #1 TO THE 2015/2016 OPERATING BUDGET.

Finance Director Tamara Laken introduced this item and staff report. She explained the request in further detail including specific amounts related to the LPOA MOU, Bryan Clower settled lawsuit, and in-kind services for Public Safety Dispatch Services & Firing Range Use.

Discussion included clarification of new amount for County Dispatch Services.

ACTION:

On Motion by SALINAS and Second by KIMBALL, the Lindsay City Council RES. 15-43 A REQUEST TO APPROVE BUDGET AMENDMENT #1 TO THE 2015/2016 OPERATING BUDGET FOR THE PURPOSES DESCRIBED HEREIN.

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

DISCUSSION AND REQUEST FOR DIRECTION REGARDING SALES TAX MEASURE.

Finance Director Tamara Laken introduced this item and staff report. She stated The City of Lindsay has been running a General Fund deficit of just under half a million dollars for a number of years now. This is a condition that was clearly identified with the establishment of the unique Street Improvement Fund that accounts for all fees assessed and collected for that account.

DISCUSSION AND REQUEST FOR DIRECTION REGARDING SALES TAX MEASURE continued

While staff is actively exploring all revenue streams and cost-saving options that will reduce the deficit, tonight's discussion will focus on the pros and cons of increasing the City's Retail Sales Tax Rate including the process, timelines and possible results of that rate increase. If Council decides to go forward with seeking information to go forward, and the measure passes, we will not see a benefit until 2017 as the new rate won't go into effect until October of 2016 (110 days). Lindsay, Woodlake & Exeter are the only cities in Tulare County that do not have any special tax measures in place now.

Council and Staff discussion included development of an RFP for a Consultant, setting specific Services & parameters for the Consultant, Sales Tax Rates increases that could be considered, sunset or continuous, would this be included on the ballot, preferred rate recommendation from staff.

Interim Manager commented that this process is lengthy and very involved and will require a 4/5th Council approval. So you 4 who are here have to be in agreement or there is really no point in heading down this path.

City Attorney clarified what the Consultants would do. They don't help out with the resolution, ordinance or things like that. The major things that the Consultant would do is come in and start doing polls. Those polls are typically done by phone and are targeted towards the City's registered voters whom they call with a series of questions that gives them an idea of what will pass. The consultant then provides this information to Council. It may be ½ cent or ¼ and should have a sunset of 20 years or they say we need to go for a special tax for public safety only. So if you are going to set parameters you probably don't need a consultant, but the advantage to using one is that they would do all the legwork. There wouldn't be any guarantee that it would be passed by the voters but they could give you a really good idea of what would pass.

The other thing they could do is assist staff with informational mailers. The City is not allowed to advocate for the measure and they are not allowed to mail things that say, "vote yes on measure m". They can however send information out explaining the City's financial situation/information and how the city plans to utilize those funds. So they could help out significantly in those areas.

Council member KIMBALL and Council member SALINAS voiced their support.

Mayor Pro Tem SANCHEZ: For the General that is basically saying it could go anywhere, right?

Finance Director: It means anywhere in the General Fund. So it can't be used for Water, Sewer, Refuse, McDermont or Wellness.

Interim Manager: We'll brief you all along the way and you can give us direction. You could say pull the plug at any time or go ahead. But we are just talking concepts right now and from a concept point we just need to know if you would like us to proceed and take it to a level where we could give you hard numbers, what it might cost and the time frames or not.

Mayor Pro Tem SANCHEZ: Now did this recommendation come up to close the gap for the current deficit?

Finance Director: Yes.

Mayor Pro Tem SANCHEZ: and do we have a plan to not go back where this started?

Interim Manager: Some of what we have here goes back 10 years and loans are being paid back for those. Under current administration and back to Rich Wilkinson, there have been no new loans and we are just not going to go back to that level of development again. We will be very fiscally conservative and frugal.

Finance Director. We did some amazing development and we will stand by that but what wasn't done was consider what we would need to sustain them.

Council member KIMBALL: To be fair, the housing development that didn't happen in the Redevelopment areas due to the housing collapse added to that.

Finance Director: Yes thank you. Current loans are being paid down and nothing new is being taken out. The RFP for this and the entire process will keep Council apprised at each stage. Nothing will be done without Council being made aware of any new developments or request for funding.

DISCUSSION AND REQUEST FOR DIRECTION REGARDING SALES TAX MEASURE continued

Mayor PADILLA: Any further questions, is there a consensus to move forward?

Interim Manager: Can you give us a voice vote please?

CONSENSUS TO MOVE FORWARD: SALINAS, KIMBALL & PADILLA VOTED YES. SANCHEZ VOTED NO.

Interim Manager: Without 4/5th we cannot do it.

City Attorney: Bill, you can move forward tonight without 4/5th but ultimately the vote to put it on the ballot must be 4/5th

Interim Manager: It's just about spending time and a whole lot of staff time that is pretty technical and if we don't have that 4/5th to take it forward. If you direct us to do it we will but if we don't get that 4/5th we will limp along and then fail. So what is your direction, Madam Mayor, you can direct us to proceed with the research.

Mayor PADILLA: That is a tough spot to be put in, let's do a little more research and bring it back for the next meeting. Can we do that since we don't have all five members here today?

Finance Director: Could we just verify that with the City Attorney, for as far as protocol and procedure?

City Attorney: You're saying on the 4/5th?

Finance Director: Yes, just making sure on the procedure, to bring it back because there isn't a full Council and because there already was a vote, that we are not violating anything.

City Attorney: You don't need 4/5th tonight you just need a majority of the Council to precede tonight.

Mayor PADILLA announced that request to proceed with staff providing more information on Sales Tax Measure and bring it back for the next meeting passed 3-1.

DISCUSS & RECEIVE INPUT ON ORDER OF COUNCIL AGENDA

Interim City Manager Bill Zigler introduced this item and staff report. He explained that his request to Council tonight is the possible rearranging of the Council agenda as it relates to the Council, Student & Staff Reports. Placing those items just before the "CONSENT CALENDAR SECTION" rather than at the end of the agenda when most people may have already left the meeting could allow for addressing community questions/concerns and starting the meeting out on a more positive note.

Mayor responded positively to the request, stating this a great idea. This would provide for those in attendance to hear about Council's meeting reports, accomplishments and maybe get some of their questions /comments addressed.

With full Council responding positively to the suggestion, staff was directed to prepare the next agenda in the new format.

COUNCIL REPORTS

Councilwoman KIMBALL –reported on Healthy Kids Healthy Lindsay meeting & Cultural Arts Annual Dinner
Council member SALINAS –reported on meeting with the Hospital Board regarding issues with Wellness Center maintenance.

Mayor Pro Tem SANCHEZ –nothing to report

Mayor PADILLA –reported she got her youngest child settled in at Fresno State.

STUDENT REPORT

Student Representative Esmie Munoz reported on the following:

Largest class of High School Freshmen ever, this year 354 with overall total of 1100

Back to School Night

Booster BBQ

New Ag & Mechanic Program

Senior Parent Night

Upcoming sports schedule

STUDENT REPORT continued

9/11 commemoration will be incorporated in Fridays Football game
Homecoming is scheduled for Oct. 16th

STAFF REPORTS

Interim City Manager Bill Zigler reported on the following:

Out on vacation 9-11 thru 9-18

Mike Camarena will host coffee in the park in his absence

Issue with Well 15

Water Conservation for August 32.39%

Waiting on Verizon under grounding utilities to complete the Sequoia Ave. Project

Design work is underway for the Hickory portion of that project

Design work is underway for the HRRP Grant at the City Park. Swing sets will not be installed until we can make them ADA accessible

CWMA is going to dissolve, when completed cities will receive return of resources. Staff will report on status as it moves forward.

Kaweah Water Basin on management of State mandated ground water recharge

RWQCB report regarding monitoring of wells around old Waste Water Site

Building permits issued for valuation of nearly \$500,000 for collection of \$16,630 in fees

Wellness Center new Tenant Ribbon Cutting on Sept. 9

HOW event at the Wellness Center Sept. 17th

Wellness Center & McDermont doing cost analysis to determine best use of facility & personnel including reducing services & facility hours

McDermont awarded \$8500 from Hospital Board for 1st Session of Get Up N Move Program

Chinas Alley / McDermont Car Show on Sep. 19th

Report on Recreation Activities

Council member KIMBALL added Cultural Arts Dinner at the Museum is scheduled for Sept. 29th beginning at 5pm. Tickets are \$25 each. Program will be "Water Wars"

EXECUTIVE SESSION

Conference with Legal Counsel regarding Liability Claims GC\$54956.95

Claimant: Karen Mahich

Agency claimed against: City of Lindsay.

Mayor PADILLA reconvened the Regular Council Meeting and City Attorney Mario Zamora reported the following:

ACTION:

On Motion by Council member SALINAS and Second by Mayor Pro Tem SANCHEZ, the Lindsay City Council voted to Reject claim by Karen Mahich.

AYES: SALINAS, SANCHEZ, KIMBALL, PADILLA.

NOES: None.

ABSENT: MECUM.

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

ADJOURN. Upon motion of **SALINAS** and Second of **KIMBALL**, Mayor PADILLA adjourned the Meeting of the Lindsay City Council at 7:10 pm The next Regular City Council Meeting is scheduled for **Tuesday, September 22, 2015 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 2015-2016

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

CHECK #	DATE	VENDOR#	VENDOR	FUND	ACCOUNT	AMOUNT
84653	09/16/15	5344	99 PIPE LINE INC.	6004553	064002	\$6,710.90
84572	09/14/15	2766	ADVANCED GRAPHIX INC.	1014110	066001	\$494.12
84654	09/16/15	007	AG IRRIGATION SALES	1014210	022000	\$32.29
84654	09/16/15	007	AG IRRIGATION SALES	1014210	022000	\$41.47
84654	09/16/15	007	AG IRRIGATION SALES	1014210	022000	\$47.50
84654	09/16/15	007	AG IRRIGATION SALES	1014210	022000	\$147.74
84654	09/16/15	007	AG IRRIGATION SALES	4004400	035000	\$2.70
84654	09/16/15	007	AG IRRIGATION SALES	5524552	022000	\$41.25
84573	09/14/15	5677	AL JAMES REID JR.	3004300	055006	\$75.00
84574	09/14/15	4990	ALEC BLUE	4004400	055006	\$105.00
84574	09/14/15	4990	ALEC BLUE	4004400	055006	\$330.00
84575	09/14/15	5943	ALEJANDRA CARRANZA	3004300	055026	\$1,029.00
84576	09/14/15	5439	ALEXSIS ARGUELLES	3004300	055002	\$105.00
84577	09/14/15	1858	ALL PRO FIRE AND SAFETY	4004400	023000	\$89.28
84578	09/14/15	5009	ANDY GARCIA	3004300	055019	\$600.00
84579	09/14/15	5674	ANTHONY GONZALEZ	3004300	055006	\$300.00
84580	09/14/15	4924	ASI ADMINISTRATIVE	1014090	015010	\$67.10
84581	09/14/15	5729	AT&T CALNET3	1014110	033001	\$1,120.56
84582	09/14/15	5457	AUTO ZONE COMMERCIAL	1014110	022015	\$2,242.07
84583	09/14/15	3966	BEATWEAR INC.	3004300	055002	\$945.00
84584	09/14/15	3797	BETSON IMPERIAL PARTS	3004300	069113	\$1,447.20
84584	09/14/15	3797	BETSON IMPERIAL PARTS	3004300	069092	\$130.80
84655	09/16/15	051	BSK	5524552	022001	\$120.00
84655	09/16/15	051	BSK	5524552	022001	\$200.00
84655	09/16/15	051	BSK	5534553	037000	\$3,500.00
84569	07/15/15	2553	CHEVRON AND TEXACO	1014130	022012	\$172.39
84569	07/15/15	2553	CHEVRON AND TEXACO	1014120	022012	\$172.39
84569	07/15/15	2553	CHEVRON AND TEXACO	1014210	022012	\$144.76
84569	07/15/15	2553	CHEVRON AND TEXACO	1014110	022012	\$4,274.57
84569	07/15/15	2553	CHEVRON AND TEXACO	2614160	022012	\$172.39
84569	07/15/15	2553	CHEVRON AND TEXACO	3004300	069109	\$34.56
84569	07/15/15	2553	CHEVRON AND TEXACO	3004300	069109	\$170.29
84569	07/15/15	2553	CHEVRON AND TEXACO	5524552	022012	\$172.39
84569	07/15/15	2553	CHEVRON AND TEXACO	5534553	022012	\$172.39
84569	07/15/15	2553	CHEVRON AND TEXACO	8834883	022012	\$50.58
84569	07/15/15	2553	CHEVRON AND TEXACO	8844884	022012	\$14.13
84569	07/15/15	2553	CHEVRON AND TEXACO	8854885	022012	\$3.88
84569	07/15/15	2553	CHEVRON AND TEXACO	8864886	022012	\$5.99
84569	07/15/15	2553	CHEVRON AND TEXACO	8874887	022012	\$9.18
84569	07/15/15	2553	CHEVRON AND TEXACO	8884888	022012	\$33.61
84569	07/15/15	2553	CHEVRON AND TEXACO	8904890	022012	\$2.10
84569	07/15/15	2553	CHEVRON AND TEXACO	8914891	022012	\$25.30
84570	08/14/15	2553	CHEVRON AND TEXACO	1014130	022012	\$166.27
84570	08/14/15	2553	CHEVRON AND TEXACO	1014120	022012	\$166.27
84570	08/14/15	2553	CHEVRON AND TEXACO	1014210	022012	\$122.07
84570	08/14/15	2553	CHEVRON AND TEXACO	1014110	022012	\$4,442.07
84570	08/14/15	2553	CHEVRON AND TEXACO	2614160	022012	\$166.27
84570	08/14/15	2553	CHEVRON AND TEXACO	3004300	069109	\$81.00

CHECK #	DATE	VENDOR#	VENDOR	FUND	ACCOUNT	AMOUNT
84570	08/14/15	2553	CHEVRON AND TEXACO	3004300	069109	\$88.67
84570	08/14/15	2553	CHEVRON AND TEXACO	5524552	022012	\$166.27
84570	08/14/15	2553	CHEVRON AND TEXACO	5534553	022012	\$166.27
84570	08/14/15	2553	CHEVRON AND TEXACO	8834883	022012	\$42.65
84570	08/14/15	2553	CHEVRON AND TEXACO	8844884	022012	\$11.91
84570	08/14/15	2553	CHEVRON AND TEXACO	8854885	022012	\$3.27
84570	08/14/15	2553	CHEVRON AND TEXACO	8864886	022012	\$5.05
84570	08/14/15	2553	CHEVRON AND TEXACO	8874887	022012	\$7.74
84570	08/14/15	2553	CHEVRON AND TEXACO	8884888	022012	\$28.34
84570	08/14/15	2553	CHEVRON AND TEXACO	8904890	022012	\$1.77
84570	08/14/15	2553	CHEVRON AND TEXACO	8914891	022012	\$21.34
84656	09/16/15	2872	CHIEF SUPPLY	1014110	024000	\$75.79
84585	09/14/15	5832	CINTAS CORPORATION	3004300	069091	\$456.13
84585	09/14/15	5832	CINTAS CORPORATION	3004300	069091	\$462.12
84585	09/14/15	5832	CINTAS CORPORATION	3004300	069091	\$30.00
84585	09/14/15	5832	CINTAS CORPORATION	3004300	069102	\$21.61
84585	09/14/15	5832	CINTAS CORPORATION	3004300	069102	\$21.61
84657	09/16/15	4632	CTL-SEE'S, INC.	6004180	065000	\$1,655.00
84635	09/14/15	1463	DANNY SALINAS	1014010	037002	\$50.00
84586	09/14/15	5599	DEROSA SALES	3004300	069116	\$261.33
84587	09/14/15	119	DOUG DELEO WELDING	3004300	069093	\$52.50
84588	09/14/15	4809	EDWARD SAVERY	3004300	055006	\$350.00
84589	09/14/15	5611	ELITE FITNESS & NUTRITION	3004300	069113	\$2,700.00
84658	09/16/15	5929	ENSEMBLE CARE FOR HEROES	1014110	024004	\$592.35
84590	09/14/15	4460	EVANS FEED	1014110	066017	\$101.71
84590	09/14/15	4460	EVANS FEED	1014110	066017	\$50.85
84659	09/16/15	4460	EVANS FEED	1014110	066017	\$50.85
84659	09/16/15	4460	EVANS FEED	1014110	066017	\$101.71
84591	09/14/15	5676	FIT FOR LIFE	4004400	055006	\$280.00
84592	09/14/15	4527	GIANMARCO LASERNA	3004300	055019	\$600.00
84593	09/14/15	4868	GILTON CONSTRUCTION	4004400	023000	\$1,240.00
84594	09/14/15	148	GOMEZ AUTO & SMOG	1014110	022015	\$312.18
84595	09/14/15	4837	GREG MULLINS	3004300	055006	\$325.00
84596	09/14/15	5647	GRISWOLD,LASSALLE	1014060	031000	\$125.25
84596	09/14/15	5647	GRISWOLD,LASSALLE	1014060	031000	\$156.00
84596	09/14/15	5647	GRISWOLD,LASSALLE	1014060	031000	\$1,560.00
84596	09/14/15	5647	GRISWOLD,LASSALLE	1014060	031000	\$5,893.36
84597	09/14/15	5680	GUTIERREZ SOCCER SHOP	3004300	055019	\$1,215.00
84598	09/14/15	4721	HUSSAIN RAYANI	3004300	055019	\$720.00
84599	09/14/15	4190	JUAN GUTIERREZ	3004300	055019	\$1,000.00
84600	09/14/15	5614	KALA DONNELLY	3004300	055019	\$450.00
84601	09/14/15	5462	KATHY PREKOSKI	4004400	055006	\$1,110.00
84602	09/14/15	5804	KELSIE AVINA	3004300	055006	\$75.00
84602	09/14/15	5804	KELSIE AVINA	4004400	037000	\$350.00
84603	09/14/15	4946	KEMPER, A UNITRIN BUSINESS	779	200351	\$883.00
84605	09/14/15	5448	KIRBY D. MANNON	4004400	037000	\$125.00
84606	09/14/15	5701	LAMAR COMPANIES	3004300	069084	\$1,081.00
84606	09/14/15	5701	LAMAR COMPANIES	4004400	035000	\$206.00

CHECK #	DATE	VENDOR#	VENDOR	FUND	ACCOUNT	AMOUNT
84607	09/14/15	5788	LINCOLN AQUATICS	4004400	069076	\$374.52
84607	09/14/15	5788	LINCOLN AQUATICS	4004400	069076	\$451.70
84607	09/14/15	5788	LINCOLN AQUATICS	4004400	069076	\$686.85
84607	09/14/15	5788	LINCOLN AQUATICS	4004400	069076	\$494.36
84608	09/14/15	218	LINDSAY EQUIPMENT RENTALS	4004400	023000	\$45.00
84609	09/14/15	221	LINDSAY HOUSE OF GLASS	3004300	069093	\$140.00
84660	09/16/15	4324	LINDSAY UNIFIED SCHOOL	3004300	055026	\$12,374.27
84610	09/14/15	5424	LINDSAY VETERINARY	1014110	031010	\$150.00
84610	09/14/15	5424	LINDSAY VETERINARY	1014110	031010	\$45.00
84611	09/14/15	227	LIVICK TRUCK & BUS REPAIR	1014110	022015	\$792.80
84612	09/14/15	4981	MARIA A. GUTIERREZ	3004300	055006	\$275.00
84661	09/16/15	234	MARTINS TIRE & AUTO REPAIR	1014130	022015	\$395.63
84661	09/16/15	234	MARTINS TIRE & AUTO REPAIR	1014210	022015	\$582.45
84661	09/16/15	234	MARTINS TIRE & AUTO REPAIR	5534553	022015	\$88.83
84661	09/16/15	234	MARTINS TIRE & AUTO REPAIR	8834883	022015	\$32.97
84661	09/16/15	234	MARTINS TIRE & AUTO REPAIR	8844884	022015	\$32.97
84661	09/16/15	234	MARTINS TIRE & AUTO REPAIR	8884888	022015	\$32.97
84661	09/16/15	234	MARTINS TIRE & AUTO REPAIR	8914891	022015	\$21.98
84613	09/14/15	236	MC CORMICK,KABOT,JENNER	5534553	031000	\$221.00
84614	09/14/15	5595	MG'S AIR CONDITIONING	3004300	069092	\$150.00
84614	09/14/15	5595	MG'S AIR CONDITIONING	3004300	069092	\$150.00
84614	09/14/15	5595	MG'S AIR CONDITIONING	3004300	069092	\$102.73
84615	09/14/15	5916	MICHELLE CORONADO	3004300	055026	\$1,260.00
84616	09/14/15	4903	MID-CENTURY INSURANCE	779	200351	\$907.01
84617	09/14/15	5876	MINDBODY, INC.	3004300	069069	\$1,198.00
84618	09/14/15	5474	NAYELI COLUNGA	3004300	055002	\$45.00
84620	09/14/15	1565	OACYS.COM INC	4004400	033001	\$189.95
84619	09/14/15	4323	OASIS	1014110	037000	\$230.00
84621	09/14/15	4204	ORKIN PEST CONTROL	4004400	055006	\$221.62
84622	09/14/15	3260	PACIFIC EMPLOYERS	1014110	031000	\$135.00
84604	09/14/15	1426	PAM KIMBALL	1014010	037012	\$50.00
84623	09/14/15	5941	PENA'S DISPOSAL SERVICE	3004300	069091	\$150.00
84624	09/14/15	3750	PEPSI-COLA	3004300	069116	\$2,132.89
84662	09/16/15	272	PITNEY BOWES INC.	1014090	037000	\$204.66
84625	09/14/15	5350	POOLDAWG.COM	3004300	069092	\$104.30
84626	09/14/15	2869	PORTERVILLE SHELTERED	1014210	022000	\$447.74
84627	09/14/15	5713	PPG ARCHITECTURAL	3004300	069093	\$33.33
84663	09/16/15	5713	PPG ARCHITECTURAL	3004300	069091	\$847.76
84663	09/16/15	5713	PPG ARCHITECTURAL	3004300	069093	\$151.99
84663	09/16/15	5713	PPG ARCHITECTURAL	3004300	069091	-\$190.85
84628	09/14/15	5498	PRENTICE ROBINSON	3004300	055019	\$90.00
84571	09/09/15	5607	QBE HOME INSURANCE	779	200351	\$705.15
84629	09/14/15	285	QUILL CORPORATION	1014110	022000	\$159.80
84629	09/14/15	285	QUILL CORPORATION	1014110	022000	\$253.69
84629	09/14/15	285	QUILL CORPORATION	1014110	036008	\$25.03
84629	09/14/15	285	QUILL CORPORATION	1014050	021000	\$59.16
84629	09/14/15	285	QUILL CORPORATION	3004300	069069	\$470.44
84629	09/14/15	285	QUILL CORPORATION	3004300	069101	\$18.35

CHECK #	DATE	VENDOR#	VENDOR	FUND	ACCOUNT	AMOUNT
84629	09/14/15	285	QUILL CORPORATION	3004300	069101	\$10.35
84629	09/14/15	285	QUILL CORPORATION	4004400	022000	\$14.14
84629	09/14/15	285	QUILL CORPORATION	4004400	022000	\$33.47
84629	09/14/15	285	QUILL CORPORATION	4004400	022000	\$357.61
84664	09/16/15	285	QUILL CORPORATION	1014110	022000	\$172.76
84630	09/14/15	4452	RAMONA PADILLA	1014010	037012	\$75.00
84631	09/14/15	5696	RASHEEM RAYANI	3004300	055019	\$600.00
84632	09/14/15	5573	RENEE ALVARADO	3004300	055002	\$210.00
84665	09/16/15	3832	RICK'S VENDING	3004300	069103	\$200.00
84633	09/14/15	5511	ROSAENA SANCHEZ	1014010	037002	\$50.00
84634	09/14/15	4698	SAL ESTRADA SR.	3004300	055019	\$500.00
84636	09/14/15	298	SAVE MART SUPERMARKET	3004300	069103	\$119.28
84636	09/14/15	298	SAVE MART SUPERMARKET	3004300	069103	\$93.44
84636	09/14/15	298	SAVE MART SUPERMARKET	3004300	055025	\$10.92
84637	09/14/15	5473	SEQUOIA WINDOW CLEANING	4004400	023000	\$710.00
84638	09/14/15	3208	SHANNON PATTERSON	4004400	055006	\$550.00
84639	09/14/15	5314	SHRED-IT USA-FRESNO	1014090	037000	\$59.51
84640	09/14/15	1776	SMART & FINAL	3004300	069116	\$273.84
84641	09/14/15	310	SOUTHERN CA. EDISON	4004400	032006	\$6,883.03
84642	09/14/15	4914	STEPHANIE VELASQUEZ	3004300	055006	\$375.00
84642	09/14/15	4914	STEPHANIE VELASQUEZ	4004400	055006	\$125.00
84643	09/14/15	5490	STEVEN A MECUM	1014010	037002	\$50.00
84644	09/14/15	5762	STEVENS WIRELESS	3004300	069092	\$25.00
84666	09/16/15	4534	THOMSON WEST	1014110	037004	\$150.15
84666	09/16/15	4534	THOMSON WEST	1014110	037004	\$150.15
84645	09/14/15	4943	TIMOTHY CULVER	3004300	055026	\$4,410.00
84667	09/16/15	957	TULARE COUNTY PROBATION	1014110	031003	\$1,946.39
84668	09/16/15	4767	TULARE REGIONAL MEDICAL	1014110	066007	\$703.00
84646	09/14/15	3904	UK ADVERTISING INC.	3004300	069069	\$100.00
84647	09/14/15	4865	VALLEY ELECTRICAL SUPPLIERS	3004300	069093	\$116.21
84647	09/14/15	4865	VALLEY ELECTRICAL SUPPLIERS	3004300	069092	\$60.75
84647	09/14/15	4865	VALLEY ELECTRICAL SUPPLIERS	4004400	023000	\$31.89
84647	09/14/15	4865	VALLEY ELECTRICAL SUPPLIERS	4004400	023000	\$137.89
84647	09/14/15	4865	VALLEY ELECTRICAL SUPPLIERS	4004400	023000	\$232.63
84647	09/14/15	4865	VALLEY ELECTRICAL SUPPLIERS	4004400	023000	\$251.59
84647	09/14/15	4865	VALLEY ELECTRICAL SUPPLIERS	4004400	023000	\$539.28
84647	09/14/15	4865	VALLEY ELECTRICAL SUPPLIERS	4004400	023000	\$593.31
84648	09/14/15	5942	VANESSA GUTIERREZ	3004300	055026	\$1,029.00
84649	09/14/15	1010	VERIZON CALIFORNIA	3004300	069111	\$114.51
84649	09/14/15	1010	VERIZON CALIFORNIA	4004400	033001	\$412.62
84650	09/14/15	1604	VISA	1014090	037000	\$99.99
84650	09/14/15	1604	VISA	1014010	037005	\$100.00
84650	09/14/15	1604	VISA	1014090	037000	\$4.95
84650	09/14/15	1604	VISA	1014110	037000	\$11.90
84650	09/14/15	1604	VISA	1014110	037008	\$14.95
84650	09/14/15	1604	VISA	1014090	037000	\$14.99
84650	09/14/15	1604	VISA	1014040	037004	\$14.99
84650	09/14/15	1604	VISA	1014040	038002	\$15.66

CHECK #	DATE	VENDOR#	VENDOR	FUND	ACCOUNT	AMOUNT
84650	09/14/15	1604	VISA	1014040	021000	\$15.99
84650	09/14/15	1604	VISA	1014040	021000	\$30.70
84650	09/14/15	1604	VISA	1014120	038002	\$35.95
84650	09/14/15	1604	VISA	1014210	036007	\$41.99
84650	09/14/15	1604	VISA	1014110	024000	\$47.60
84650	09/14/15	1604	VISA	1014110	037000	\$52.47
84650	09/14/15	1604	VISA	1014090	037000	\$59.40
84650	09/14/15	1604	VISA	3004300	069113	\$30.00
84650	09/14/15	1604	VISA	4004400	055006	\$16.00
84651	09/14/15	4978	WILLIAM B. PETERSON	3004300	055019	\$600.00
84652	09/14/15	5912	YVETTE DURAN	3004300	055006	\$250.00
84652	09/14/15	5912	YVETTE DURAN	4004400	037000	\$50.00
					TOTAL	\$107,508.76



CONSENT CALENDAR ITEM

Date: August 22, 2015
To: Mayor Ramona Padilla and Esteemed Council
From: Tamara Laken, Director of Finance
Re: Employee Classification & Salary Matrix - Updated Schedule

ACTION:

- Public Hearing
- Ordinance
- Consent Calendar**
- Action Item
- Report Only

The attached Employee Classification & Salary Matrix for FY 2015-16 has been updated to reflect the change in the Public Safety salary lines per approval of the LPOA Memorandum of Understanding. This document shall replace the schedule in the FY16 budget and on the city website.

Recommendation:

Review updated Employee Classification & Salary Matrix for FY 2015-16

Action Required:

Approve updated Employee Classification & Salary Matrix for FY 2015-16

Attachments:

- updated Employee Classification & Salary Matrix for FY 2015-16

Classification & Salary Schedule - MONTHLY

07/01/2015 - 06/30/2016

<u>Classification</u>	<u>Range</u>						
	1	2	3	4	5	6	7
Team Member I	1,599	1,679	1,763	1,851	1,944	2,041	2,143
Finance Clerk	1,827	1,918	2,014	2,114	2,220	2,331	2,448
Team Member II	2,051	2,154	2,261	2,374	2,493	2,618	2,749
Secretary 1	2,064	2,168	2,276	2,390	2,509	2,635	2,766
Maintenance	2,158	2,266	2,379	2,498	2,623	2,754	2,892
Account Clerk I	2,159	2,267	2,380	2,499	2,624	2,755	2,893
Account Clerk II	2,265	2,379	2,497	2,622	2,753	2,891	3,036
Recreation Coordinator	2,331	2,447	2,570	2,698	2,833	2,975	3,124
Dispatcher	2,379	2,498	2,623	2,754	2,892	3,036	3,188
City Services Specialist	2,391	2,511	2,636	2,768	2,907	3,052	3,205
Com. Dev. Specialist I	2,391	2,511	2,636	2,768	2,907	3,052	3,205
Housing Specialist II	2,391	2,511	2,636	2,768	2,907	3,052	3,205
Maintenance, Senior I	2,391	2,511	2,636	2,768	2,907	3,052	3,205
Administrative Secretary	2,461	2,584	2,713	2,849	2,991	3,141	3,298
Wastewater Treat. Plant Oper. II	2,456	2,579	2,708	2,843	2,985	3,134	3,291
Com. Dev. Specialist II	2,584	2,713	2,849	2,991	3,141	3,298	3,463
Team Member III	2,884	3,028	3,180	3,339	3,506	3,681	3,865
Senior Mechanic	2,917	3,063	3,216	3,377	3,546	3,723	3,909
Maintenance Senior II	3,051	3,204	3,364	3,532	3,709	3,894	4,089
Foreman/Crew Foreman	2,510	2,636	2,768	2,906	3,051	3,204	3,364
Management Analyst	2,572	2,701	2,836	2,977	3,126	3,283	3,447
Account Clerk III	3,068	3,221	3,382	3,552	3,729	3,916	4,111
Code Enf/Evidence/Animal Control	3,590	3,770	3,958	4,156	4,364	4,582	4,811
Public Safety Officer	3,618	3,799	3,989	4,188	4,398	4,618	4,848
Maintenance Senior III	3,819	4,010	4,211	4,421	4,642	4,874	5,118
City Planner Assistant	3,838	4,029	4,231	4,443	4,665	4,898	5,143
Associate Engineer	4,441	4,663	4,897	5,141	5,398	5,668	5,952
Public Safety Sergeant	4,412	4,633	4,864	5,107	5,363	5,631	5,913

Exempt & Supervisorial Staff: Not eligible for Overtime. Eligible for all other provisions of applicable MOU

Administrative Supervisor	3,188	3,347	3,515	3,691	3,875	4,069	4,272
Public Safety Lieutenant	5,811	6,102	6,407	6,727	7,063	7,416	7,787

Department Heads

Wellness Center Director	3,810	4,000	4,200	4,410	4,630	4,862	5,105
Planning & Economic Development Director	4,456	4,679	4,913	5,158	5,416	5,687	5,971
McDermont Field House Director	4,851	5,093	5,348	5,615	5,896	6,191	6,500
Finance Director	5,686	5,970	6,269	6,582	6,911	7,257	7,620
City Services Director	5,968	6,266	6,580	6,909	7,254	7,617	7,998
Director of Public Safety	6,840	7,182	7,541	7,918	8,314	8,730	9,166
City Manager	8,955	9,402	9,872	10,366	10,884	11,428	12,000

NOTES:

Depart. Heads are Exempt "At-Will" employees that are not covered by any Bargaining Unit MOU and are not eligible for any benefits, including COLAs or Longevity, is therein; each employee is contracted separately - a Department Head Range & Scale is added for FY16 to define & restrict salary limits available to City Manager. Per Council directive, all mid-management employees have been moved into the Range & Step of the Matrix and contracts eliminated for that class of employees. Last COLA for MISC I-01-2015 @ 2.5% with ad'l 1% EPMC picked up by employees; LPQA COLA 7-1-15 @ 1.5%

EFFECTIVE 7.1.15

REVISED 9.15.15/APPROVED BY COUNCIL 9.22.15

PAID BI-WEEKLY - see next pages for Biweekly, Annual, Hourly Rates

Classification & Salary Schedule - BIWEEKLY

07/01/2015 - 06/30/2016

<u>Classification</u>	<u>Range</u>						
	1	2	3	4	5	6	7
Team Member I	738.00	774.90	813.65	854.33	897.04	941.90	988.99
Finance Clerk	843.23	885.39	929.66	976.15	1,024.95	1,076.20	1,130.01
Team Member II	946.62	993.95	1,043.64	1,095.83	1,150.62	1,208.15	1,268.56
Secretary 1	952.62	1,000.25	1,050.26	1,102.77	1,157.91	1,215.81	1,276.60
Maintenance	996.00	1,045.80	1,098.09	1,152.99	1,210.64	1,271.18	1,334.74
Account Clerk I	996.46	1,046.28	1,098.60	1,153.53	1,211.21	1,271.77	1,335.35
Account Clerk II	1,045.38	1,097.65	1,152.54	1,210.16	1,270.67	1,334.21	1,400.92
Recreation Coordinator	1,075.85	1,129.64	1,186.12	1,245.43	1,307.70	1,373.08	1,441.74
Dispatcher	1,098.00	1,152.90	1,210.55	1,271.07	1,334.63	1,401.36	1,471.43
City Services Specialist	1,103.54	1,158.72	1,216.65	1,277.48	1,341.36	1,408.43	1,478.85
Com. Dev. Specialist I	1,103.54	1,158.72	1,216.65	1,277.48	1,341.36	1,408.43	1,478.85
Maintenance, Senior I	1,103.54	1,158.72	1,216.65	1,277.48	1,341.36	1,408.43	1,478.85
Wastewater Treat. Plant Oper. II	1,133.54	1,190.22	1,249.73	1,312.21	1,377.82	1,446.71	1,519.05
Administrative Secretary	1,135.85	1,192.64	1,252.27	1,314.88	1,380.63	1,449.66	1,522.14
Com. Dev. Specialist II	1,192.61	1,252.24	1,314.85	1,380.60	1,449.62	1,522.11	1,598.21
Team Member III	1,331.07	1,397.62	1,467.50	1,540.88	1,617.92	1,698.82	1,783.76
Senior Mechanic	1,346.30	1,413.62	1,484.30	1,558.51	1,636.44	1,718.26	1,804.17
Maintenance Senior II	1,408.15	1,478.56	1,552.49	1,630.11	1,711.62	1,797.20	1,887.06
Foreman/Crew Foreman	1,158.46	1,216.38	1,277.20	1,341.06	1,408.12	1,478.52	1,552.45
Management Analyst	1,186.66	1,245.99	1,308.29	1,373.71	1,442.39	1,514.51	1,590.24
Account Clerk III	1,415.53	1,486.31	1,560.62	1,638.65	1,720.59	1,806.61	1,896.95
Code Enf/Evidence/Animal Control	1,656.92	1,739.77	1,826.75	1,918.09	2,014.00	2,114.70	2,220.43
Public Safety Officer	1,669.84	1,753.33	1,841.00	1,933.05	2,029.70	2,131.19	2,237.75
Maintenance Senior III	1,762.61	1,850.74	1,943.28	2,040.44	2,142.46	2,249.59	2,362.07
City Planner Assistant	1,771.20	1,859.76	1,952.75	2,050.39	2,152.90	2,260.55	2,373.58
Associate Engineer	2,049.69	2,152.17	2,259.78	2,372.77	2,491.41	2,615.98	2,746.78
Public Safety Sergeant	2,036.30	2,138.12	2,245.02	2,357.27	2,475.14	2,598.89	2,728.84
<u>Exempt & Supervisorial Staff: Not eligible for Overtime. Eligible for all other provisions of applicable MOU</u>							
Administrative Supervisor	1,544.76	1,622.00	1,703.10	1,788.25	1,877.67	1,971.55	2,070.13
Public Safety Lieutenant	2,664.92	2,798.17	2,938.07	3,084.98	3,239.23	3,401.19	3,571.25
<u>Department Heads</u>							
Wellness Center Director	1,518.92	1,594.87	1,674.61	1,758.34	1,846.26	1,938.57	2,035.50
Planning & Economic Development Director	1,958.76	2,056.70	2,159.53	2,267.51	2,380.89	2,499.93	2,624.93
McDermont Field House Director	2,238.46	2,350.38	2,467.90	2,591.30	2,720.86	2,856.91	2,999.75
Finance Director	2,624.30	2,755.52	2,893.29	3,037.96	3,189.85	3,349.35	3,516.81
City Services Director	2,754.46	2,892.18	3,036.79	3,188.63	3,348.06	3,515.47	3,691.24
Director of Public Safety	3,156.92	3,314.77	3,480.50	3,654.53	3,837.26	4,029.12	4,230.57
City Manager	4,133.04	4,339.69	4,556.68	4,784.51	5,023.74	5,274.92	5,538.67

REVISED 09/15/15

Classification & Salary Schedule - ANNUAL

07/01/2015 - 06/30/2016

<u>Classification</u>	<u>Range</u>						
	1	2	3	4	5	6	7
Team Member I	19,180	20,139	21,146	22,203	23,313	24,479	25,703
Finance Clerk	21,924	23,020	24,171	25,380	26,649	27,981	29,380
Team Member II	24,612	25,843	27,135	28,491	29,916	31,412	32,982
Secretary 1	24,768	26,006	27,307	28,672	30,106	31,611	33,191
Maintenance	25,908	27,203	28,564	29,992	31,491	33,066	34,719
Account Clerk I	25,908	27,203	28,564	29,992	31,491	33,066	34,719
Account Clerk II	27,180	28,539	29,966	31,464	33,037	34,689	36,424
City Services Specialist	27,180	28,539	29,966	31,464	33,037	34,689	36,424
Recreation Coordinator	27,972	29,371	30,839	32,381	34,000	35,700	37,485
Administrative Secretary	29,532	31,009	32,559	34,187	35,896	37,691	39,576
Dispatcher	28,548	29,975	31,474	33,048	34,700	36,435	38,257
Com. Dev. Specialist I	28,692	30,127	31,633	33,215	34,875	36,619	38,450
Maintenance, Senior I	28,692	30,127	31,633	33,215	34,875	36,619	38,450
Wastewater Treat. Plant Oper. II	29,472	30,946	32,493	34,118	35,823	37,615	39,495
Com. Dev. Specialist II	30,996	32,546	34,173	35,882	37,676	39,560	41,538
Team Member III	34,620	36,351	38,168	40,077	42,081	44,185	46,394
Senior Mechanic	35,004	36,754	38,592	40,521	42,547	44,675	46,908
Maintenance Senior II	36,612	38,442	40,365	42,383	44,502	46,727	49,063
Foreman/Crew Foreman	30,120	31,626	33,207	34,868	36,611	38,442	40,364
Management Analyst	30,853	32,396	34,015	35,716	37,502	39,377	41,346
Account Clerk III	36,804	38,644	40,576	42,605	44,735	46,972	49,321
Code Enf/Evidence/Animal Control	43,080	45,234	47,496	49,870	52,364	54,982	57,731
Public Safety Officer	43,410	45,580	47,859	50,252	52,765	55,403	58,173
Maintenance Senior III	45,828	48,119	50,525	53,051	55,704	58,489	61,414
City Planner Assistant	46,056	48,359	50,777	53,315	55,981	58,780	61,719
Associate Engineer	53,292	55,957	58,754	61,692	64,777	68,016	71,416
Public Safety Sergeant	52,944	55,591	58,371	61,289	64,354	67,571	70,950
<u>Exempt & Supervisorial Staff: Not eligible for Overtime. Eligible for all other provisions of applicable MOU</u>							
Administrative Supervisor	38,256	40,169	42,177	44,286	46,500	48,825	51,267
Public Safety Lieutenant	69,732	73,219	76,880	80,724	84,760	88,998	93,448
<u>Department Heads</u>							
Wellness Center Director	39,492	41,467	43,540	45,717	48,003	50,403	52,923
Planning & Economic Development Director	53,700	56,385	59,204	62,164	65,273	68,536	71,963
McDermont Field House Director	58,200	61,110	64,166	67,374	70,742	74,280	77,994
Finance Director	68,232	71,644	75,226	78,987	82,936	87,083	91,437
City Services Director	71,616	75,197	78,957	82,904	87,050	91,402	95,972
Director of Public Safety	82,080	86,184	90,493	95,018	99,769	104,757	109,995
City Manager	107,460	112,833	118,475	124,398	130,618	137,149	144,007

REVISED 9-15-15

REVISED 7/01/2015

Classification & Salary Schedule - HOURLY

07/01/2015 - 06/30/2016

<u>Classification</u>	<u>Range</u>						
	1	2	3	4	5	6	7
Team Member I	9.225	9.686	10.171	10.679	11.213	11.774	12.362
Finance Clerk	10.540	11.067	11.621	12.202	12.812	13.452	14.125
Team Member II	11.833	12.424	13.046	13.698	14.383	15.102	15.857
Secretary 1	11.908	12.503	13.128	13.785	14.474	15.198	15.957
Maintenance	12.456	13.079	13.732	14.419	15.140	15.897	16.692
Account Clerk I	12.456	13.079	13.732	14.419	15.140	15.897	16.692
Account Clerk II	13.067	13.721	14.407	15.127	15.883	16.678	17.511
City Services Specialist	13.067	13.721	14.407	15.127	15.883	16.678	17.511
Recreation Coordinator	13.448	14.120	14.827	15.568	16.346	17.164	18.022
Administrative Secretary	14.198	14.908	15.653	16.436	17.258	18.121	19.027
Dispatcher	13.725	14.411	15.132	15.888	16.683	17.517	18.393
Com. Dev. Specialist I	13.794	14.484	15.208	15.969	16.767	17.605	18.486
Maintenance, Senior I	13.794	14.484	15.208	15.969	16.767	17.605	18.486
Wastewater Treat. Plant Oper. II	14.169	14.878	15.622	16.403	17.223	18.084	18.988
Com. Dev. Specialist II	14.902	15.647	16.429	17.251	18.113	19.019	19.970
Team Member III	16.640	17.472	18.346	19.263	20.226	21.237	22.299
Senior Mechanic	16.820	17.661	18.544	19.471	20.445	21.467	22.540
Maintenance Senior II	17.600	18.480	19.404	20.374	21.393	22.463	23.586
Foreman/Crew Foreman	14.481	15.205	15.965	16.763	17.601	18.482	19.406
Management Analyst	14.838	15.580	16.359	17.177	18.036	18.937	19.884
Account Clerk III	17.690	18.575	19.503	20.478	21.502	22.577	23.706
Code Enf/Evidence/Animal Control	20.710	21.746	22.833	23.974	25.173	26.432	27.753
Public Safety Officer	20.870	21.914	23.009	24.160	25.368	26.636	27.968
Maintenance Senior III	22.030	23.132	24.288	25.502	26.778	28.116	29.522
City Planner Assistant	22.140	23.247	24.409	25.630	26.911	28.257	29.670
Associate Engineer	25.620	26.901	28.246	29.658	31.141	32.698	34.333
Public Safety Sergeant	25.460	26.733	28.070	29.473	30.947	32.494	34.119

Exempt & Supervisorial Staff: Not eligible for Overtime. Eligible for all other provisions of applicable MOU

Administrative Supervisor	18.390	19.310	20.275	21.289	22.353	23.471	24.644
Public Safety Lieutenant	33.520	35.196	36.956	38.804	40.744	42.781	44.920

Department Heads

Wellness Center Director	18.980	19.929	20.925	21.972	23.070	24.224	25.435
Planning & Economic Development Direct	25.817	27.108	28.463	29.886	31.381	32.950	34.597
McDermont Field House Director	27.980	29.379	30.848	32.390	34.010	35.710	37.496
Finance Director	32.800	34.440	36.162	37.970	39.869	41.862	43.955
City Services Director	34.430	36.152	37.959	39.857	41.850	43.942	46.139
Director of Public Safety	39.461	41.434	43.506	45.681	47.965	50.363	52.882
City Manager	51.663	54.246	56.958	59.806	62.797	65.937	69.233

REVISED 09/15/15

MEMORANDUM

September 22, 2015

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

Subject: Church of God of Prophecy Procession and Use of Sweet Brier Plaza –
Temporary Use Permit 15-36 - Minute Order Approval

REQUEST: Lillian Carrillo, a representative of the Church of God of Prophecy (CGP), has requested permission to have a procession and for the use of Sweet Brier Plaza to hold an open air service on Saturday, September 26, 2015. The procession is proposed to begin at 10:00 am in the Olivewood Plaza shopping center and end at 11:00 am at Sweetbrier Plaza (Route Attached). Following the procession, an open air service will be held at Sweetbrier Plaza. To allow adequate time for set-up and tear down, CGP is asking the permit to last from 9:00 am to 4:00 pm. This would be a free-to-the-public, non-denominational event that would consist of a procession, church service, live music, and free food.

BACKGROUND: The CGP has held a similar event before at the Sweet Brier Plaza in Lindsay and there were no complaints regarding their use of the site. The number of attendees is expected to be no more than one hundred.

The CGP will need access only to electrical power at the stage as well as access to the bathrooms. The CGP is aware of the city's noise ordinance (section 8.20 of the Lindsay Municipal Code) and will comply with the requirements provided therein. The CGP is also aware of their responsibility of obtaining separate approval from the County Health Department to ensure their food distributing practices are safe. Furthermore, CGP 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 CGP would be charged for any staff time related to setup (if required), cleanup, and for any damage incurred during site use. Restroom and electrical access would be coordinated through City Services. As a free-to-the-public, non-denominational event, site rental fees would not be charged. No equipment has been requested. The Plaza is not reserved by any other group or person for the requested timeframe. Staff recommends Minute Order approval of the request.

Respectfully Submitted,



Brian Spaunhurst

TUP 15-36
Church of God of Prophecy Procession and use of Sweet Brier Plaza

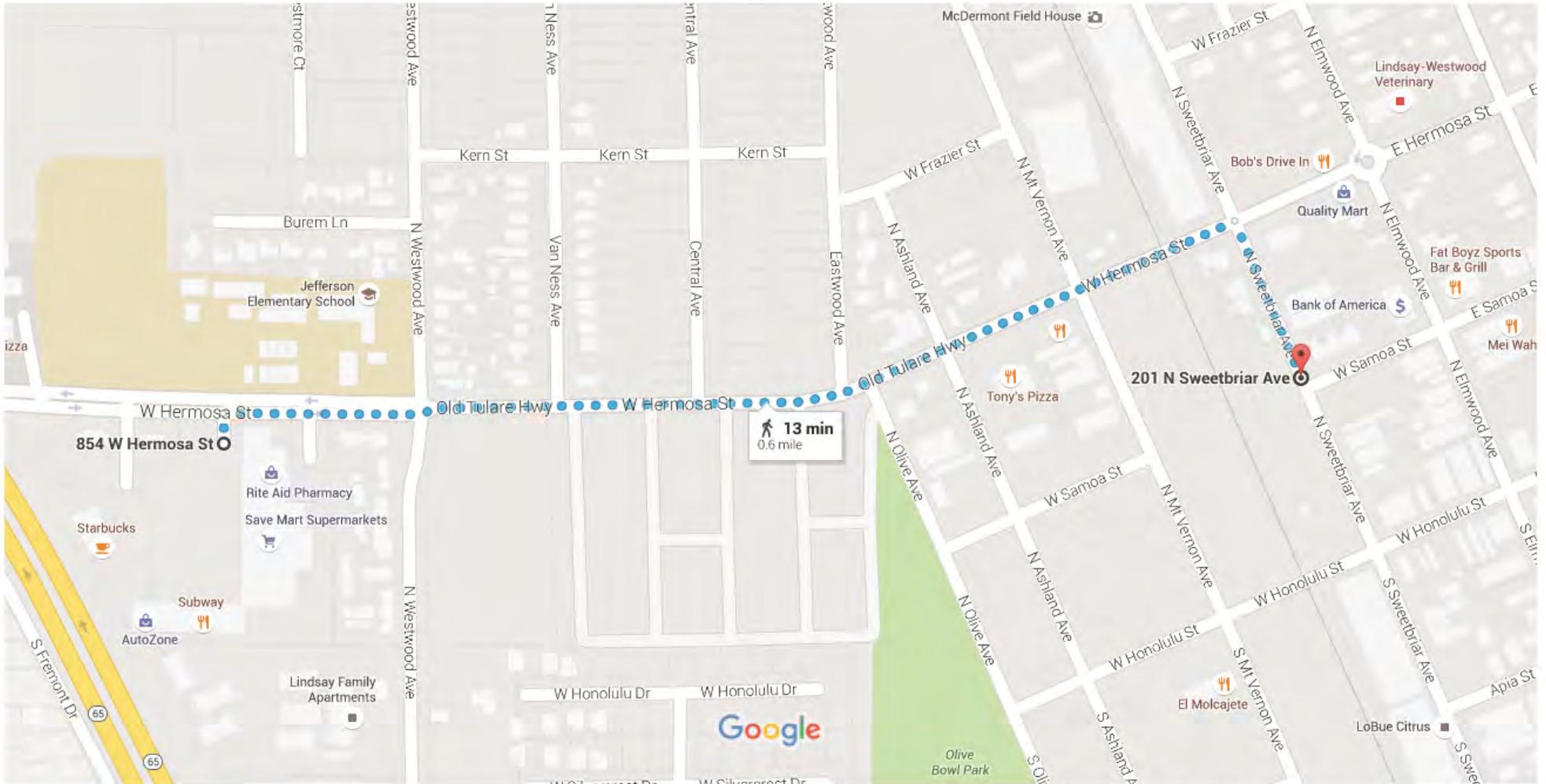
Procession Route Map

September 26, 2015



Church of God of Prophecy

10:00 am—11:00 am



Map data ©2015 Google 200 ft

via W Hermosa St

Show terrain

0.6 mile

Details

Note:
Participants must remain on sidewalks and not block streets or intersections.



DATE : September 22, 2015
TO : Mayor Padilla and City Council Members
FROM : Michael Camarena, City Services Director
RE : 2015-11 Valencia St Rehabilitation Phase II

On August 31, 2015, staff requested proposals to four local contractors to rehabilitate the section of Valencia St from the Railroad tracks to approximately 172 feet west connecting to the recent street improvements by Vita-Pakt. There were a total of two bids received and acknowledged. Listed below is the result of the bidders:

Bidders	Total Bid
Vollmer Excavation (Strathmore)	\$ 23,788.00
MAC General Engineering, Inc. (Porterville)	\$ 33,933.07
99 Pipeline, Inc (Lindsay)	Non-responsive
Central Valley Asphalt (Lindsay)	Non-responsive

Council Approved Project Budget: \$100,000;
Street Fund; \$100,000.00

Recommendations;

1. Award Bid contract to Vollmer Excavation, the lowest responsible bidder, in the Bid amount of \$23,788.00

Attachments:

None



Date: Sept. 22, 2015

To: Honorable Mayor Padilla and City Council Members

From: Bill Zigler, Interim City Manager

Re: Extension of Red Zone Agreement

SUMMARY:

To renew the Red Zone agreement with Lindsay Unified School District and authorize the Interim City Manager to execute the agreement on behalf of the city.

RECOMMENDED ACTION:

Staff recommends that the City Council approve the attached agreement with LUSD.

Attachments:

1. 2015/2016 Red Zone Agreement

RECEIVED
SEP 08 2015
BUSINESS/PAYROLL
LINDSAY UNIFIED

Lindsay Unified School District
"Empowering And Motivating For Today And Tomorrow"

CONTRACT REQUEST FORM

To: Business Services Date: August 26, 2015
From: Grant Schimelpfening Department: Business Services

Vendor Name: City of Lindsay Phone: (559) 562-7103

Address: PO Box 369 Fax: (559) 562-7139

City, State, Zip: Lindsay, CA 93247

E-mail: wzigler@lindsay.ca.us

Services to be Provided: Red Zone after-school program at LHS.

Special Delivery Instructions:
Please note that unless otherwise stated here, contract will be sent by the Business Office to the vendor after Board approval.

Contract Term: Commencing: August 1, 2015 Ending: June 30, 2016

Non-Compensation Contract

Compensation Contract

District Paying: \$95,000.00 Fixed Amount Not To Exceed Requisition #: 16-861

District Receiving: Fixed Amount Not To Exceed Revenue Resource #:

[Signature] 9/8/15
Site/Department Authorized Signature Date

[Signature] 9/8/15
Business Services Signature Date

Business Services Use Only

Funding Available Insurance Documents Approved Independent Contractor Scheduled for Board Approval

(Yes) No Yes No N/A Yes No N/A

Date: 09-14-15

Contract Number Vendor Number
16-026

Board Approved
Board Approved
Date:

SEP 14 2015

LINDSAY UNIFIED SCHOOL DISTRICT
AND
CITY OF LINDSAY

Board Approved

SEP 14 2015

2015-16 RED ZONE AGREEMENT

Lindsay Unified S.D.

THIS AGREEMENT, is entered into as of August 1, 2015 , between the LINDSAY UNIFIED SCHOOL DISTRICT, referred to as DISTRICT, and 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 August 1, 2015 and shall expire on June 30, 2016 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:

Chief Business Official
Lindsay Unified School District
371 E. Hermosa Street
Lindsay, CA 93247
Phone No.: (559) 562-5111 ext.5113
Fax No.: (559) 562-6145

CONSULTANT:

Name: City of Lindsay
Address: P.O. Box 369
Lindsay, CA 93247

Phone No.: 559-562-7103

Fax No.: 559-562-7139

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: 9/16/15

LINDSAY UNIFIED SCHOOL DISTRICT

BY 
Grant Schimelpfening, CBO

CITY OF LINDSAY

Date: _____

BY _____
City Manager or Designee

EXHIBIT A

SCOPE & COST OF SERVICES

CONSULTANT shall provide the following services:

Provide compensation for Lindsay High School ("LHS") learning facilitators to conduct 8th period class for academic support for LHS learners from Monday-Thursday from 3:30 p.m. - 4:30 p.m. each week during the 2015-2016 school year.

Two city employees assigned to LHS library from 3:20 p.m. - 6:20 p.m.

One Administrative Supervisor to oversee operations

Provide McDermont Field House memberships for Red Zone learners

Driver's Education with Corliss Driving School

Materials for academic enrichment

CONSULTANT shall be paid as follows:

The total amount payable to CONSULTANT shall not exceed the sum of \$95,000.

DISTRICT shall provide:

Learning facilitators

Use of LHS library facility and other LHS classrooms as necessary

Collaboration and support for all necessary student records and student attendance requirements.



Memo

To: Honorable Mayor Padilla & Council members
From: Tamara Laken, Finance Director
Date: 9/22/15
Re: Adoption of Resolution 15-45 of the City of Lindsay (Successor Agency for LRA) Adopting its Recognized Obligation Payment Schedule

As required by California Assembly Bill 1 X 26, the Successor Agency of the Lindsay Redevelopment Agency, the City of Lindsay must adopt its Jan 1 – Jun 30, 2016 Recognized Obligation Payment Schedule by resolution.

Staff recommends the adoption of resolution 15-45 to satisfy required annual Redevelopment Agency debt service obligations.

MEMORANDUM

To: Honorable Mayor Padilla & Council members

From: Tamara Laken, Finance Director

Date: 9/22/15

Re: Adoption of Resolution 15-45 of the City of Lindsay (Successor Agency for LRA) Adopting its Recognized Obligation Payment Schedule

Consent approval has been standard procedure for past ROPS adoption; supporting documentation will be provided Tuesday evening due to final information not being available when the agenda for the 9/22/15 Council meeting was published.

Thank You.

RESOLUTION NO. 15-45

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY
ADOPTING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE
FOR PERIOD JANUARY 1 THRU JUNE 30, 2016.**

At a Regular meeting of the City Council of the City of Lindsay, duly held on the 22nd day of September 2015, at the hour of 6:00 p.m. in the Council Chambers at City Hall, Lindsay, California 93247, the following resolution was adopted:

WHEREAS, the City of Lindsay agreed to serve as successor agency for the now dissolved Lindsay Redevelopment Agency pursuant to Resolution 12-02 adopted on January 10, 2012, and

WHEREAS, the successor agency for the dissolved Lindsay Redevelopment Agency has reviewed the recognized obligation payment schedule and seeks the adoption of ROPS for the period January 1 thru June 30, 2016.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Lindsay hereby approves the *Recognized Obligation Schedule* for the period January 1 thru June 30, 2016 as attached and made a part hereof.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Lindsay this 22nd day of September 2015.

ATTEST:

CITY COUNCIL OF THE CITY OF LINDSAY

Carmela Wilson, City Clerk

Ramona Villarreal-Padilla, Mayor

PUBLIC HEARING PROCEDURES

The following rules shall apply:

1. OPEN the public hearing.
2. PROPOSERS (those in favor). The Council may ask questions of the proponents and they may respond.
3. OPPOSERS (those against). The Council may ask questions of the opponents and they may respond.
4. REBUTTAL each side.
5. FURTHER QUESTIONS from Council, but the parties may not engage in further debate.
6. CLOSE the public hearing.
7. COUNCIL DISCUSSION.
8. MOTION (if necessary).
9. COUNCIL VOTE.



Lindsay Department of Public Safety
185 N. Gale Hill
Lindsay, Ca 93247
Tel: (559)562-2511
Fax: (559)562-7126

To: Lindsay City Council

Date: September 22, 2015

From: Chris Hughes, Lieutenant, Department of Public Safety

Subject: 2015-2016 SLESF Grant Funding

The Lindsay Department of Public Safety will be receiving \$100,000.00 funding under the Supplemental Law Enforcement Services Fund Grant for the 2015-2016 year.

It is requested that funding be allocated to pay the salaries and benefits of one police officer and one community services officer.

Salary and benefits for (1) police officer	\$71,032.00
A portion of Salary and benefits for (1) CSO	<u>\$28,968.00</u>
	\$100,000.00

Supplemental Law Enforcement Services Funding (SLESF) for the 2015-2016 budget year.

As the grant requires a public hearing, it is requested that a public hearing be noticed and scheduled for the September 22, 2015 City Council Meeting.

RESOLUTION NO. 15-44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY ACCEPTING THE SLESF GRANT AWARD AND AUTHORIZING AN EXPENDITURE OF \$100,000.00 FROM THE FISCAL 2015/2016 GRANT FUND.

At a regularly scheduled meeting of the City Council of the City of Lindsay held on the 22nd day of September, 2015, at 6:00 p.m. of said day, in the Council Chambers at City Hall, 251 East Honolulu, Lindsay, California 93247, the following resolution was adopted:

WHEREAS, the City Council of the City of Lindsay, after ten (10) days published notice did hold a public hearing on Sept. 22, 2015; and

WHEREAS, the Department of Public Safety will be receiving \$100,000.00 in Supplemental Law Enforcement Services Funding (SLESF) for the 2015-2016 budget year; and

WHEREAS, the Department of Public Safety is requesting that funding be used as follows:

Salary and benefits for (1) police officer	\$71,032.00
A portion of the Salary and benefits for (1) CSO	<u>\$28,968.00</u>
	\$100,000.00

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lindsay that the expenditure of \$100,000.00 from the fiscal 2015/2016 SLESF Grant funds is hereby approved.

BE IT FURTHER RESOLVED that the City Council of the City of Lindsay hereby authorizes the Interim City Manager to execute, the application, any amendments thereto and all other forms, documents and matters pertaining to this application, on behalf of the City of Lindsay.

PASSED AND ADOPTED by the City Council of the City of Lindsay this 22nd day of September 2015.

ATTEST:

CITY COUNCIL OF THE CITY OF LINDSAY

Carmela Wilson, City Clerk

Ramona Villarreal-Padilla, Mayor

MEMORANDUM

September 22, 2015

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

Subject: Historical Mail Run Reenactment– Temporary Use Permit 15-37 - 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 10, 2015. 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 has held a similar event before in Lindsay and unfortunately several lapses in communication resulted in brief confusion over emergency calls regarding gunshots and Police responded to what was actually the reenactment. If approved, proper communication and coordination will occur to prevent confusion. 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 Spaunhurst

TUP 15-37
Historical Mail Run Reenactment



Date: September 22, 2015
To: Mayor Ramona Padilla and Members of Council
From: Bill Zigler, Interim City Manager and Tamara Laken, Director of Finance
Re: Discussion regarding an Increase to Retail Sales Tax Rate to offset Gen. Fund Deficit

- o Public Hearing
- o Ordinance
- o Consent Calendar
- o Action Item
- o **Discussion Item – Council Direction Sought**

Background:

The City of Lindsay has been running a General Fund Deficit of just under half a million dollars for a number of years, a condition that was clearly identified with the establishment of the unique Street Improvement Fund that accounts for all fees assessed and collected per the 2004 Engineer’s Report that established the fee.

The definition of Deficit: Spending funds in excess of income, especially by a government.

While staff is exploring all revenue streams and cost-savings options that will reduce the deficit in the General Fund, tonight’s discussion will focus on the pros and cons of increasing the City’s Retail Sales Tax rate – the process and timelines as well as the possible rate increase results:

EXAMPLE: Based on the 2013 BOE Annual Report of \$75,561,000 in taxable sales within the Lindsay jurisdiction, a .25% increase would result in an approximate revenue increase of \$188,906 to the City, while a .5% increase has the potential to return \$377,805.

Action Requested:

Formal direction from Council directing staff to pursue, or not pursue, exploration of the cost, analysis, and formal process of implementing a Retail Sales Tax increase Ballot Measure in time for the June 2016 Primary for an effective date of October 1, 2016.