

Lindsay City Council Agenda
Regular Meeting
Council Chambers at City Hall
251 E. Honolulu, Lindsay, California
Tuesday, October 11, 2016
6:00PM

1. a) Call to Order: 6:00 p.m.
b) Roll Call: Councilmembers Salinas, Kimball, Watson, Mayor Pro Tem Sanchez, Mayor Padilla.
c) Flag Salute: Councilmember WATSON.
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 Councilmembers.

 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. 1-35)
 - a) Meeting Minutes for Sept. 27th, 2016.
 - b) Warrant List for Sept. 22nd, 2016.
 - c) Acceptance of Sept. 30th, 2016 Treasurer's Report.
 - d) Acceptance of Maintenance of Effort Certification Report for the Public Safety Department.
 - e) Audit Engagement Letter for Brown Armstrong Accountancy Corp.

 6. PUBLIC HEARING: CONSIDERATION OF RESOLUTION 16-46 (pg. 36-50)
APPROVING VARIANCE FOR ACCESSORY STRUCTURE AT
1182 N. HOMASSEL
Presented by Bill Zigler, City Manager.

 7. CONSIDERATION OF RESOLUTION 16-48 ACCEPTING GIFT OF REAL (pg. 51-63)
PROPERTY DESCRIBED AS APN 199-200-028 & 199-140-048.
Presented by Bill Zigler, City Manager.

 8. REQUEST TO RESEARCH COST OF PLACING FLAG AT HWY. 65
& HERMOSA.
Presented by Councilmember WATSON.

 9. DISCUSSION, SETTING WORKSHOP FOR FUTURE PROJECTS.
Presented by Bill Zigler, City Manager.

 10. ADJOURN. The next Regular meeting is scheduled for **TUESDAY, OCTOBER 25, 2016 at 6:00 PM** in the Council Chambers at City Hall, 251 E. Honolulu, Lindsay, CA 93247.
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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. 8216

Regular Meeting
251 East Honolulu, Lindsay, California
Tuesday, September 27, 2016
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, California.

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

COUNCIL ABSENT: None.

FLAG SALUTE: Council member KIMBALL.

PUBLIC COMMENT: None

COUNCIL REPORTS

Council member WATSON - Nothing to report.

Council member KIMBALL - reported on Forum scheduled for 9/28 at the Mason House & Cultural Arts Annual Dinner scheduled for 10/4.

Council member SALINAS – reported on successful First Responder Recognition Dinner & congratulated Mike Camarena on 25 years of service to the City of Lindsay.

Mayor Pro Tem SANCHEZ - Nothing to report.

Mayor PADILLA- Thanked staff for preparation of successful recognition event.

STAFF REPORT

City Manager Bill Zigler reported on the following:

First Responder Appreciation Dinner

Candidate Forum at Lindsay Community Theater Oct. 3rd at 6:30pm

EDC Board Meeting scheduled for Wednesday Sept. 28th

Pozole/Menudo Cook-off Saturday Oct. 1st

Electronic Meter Reading being set-up for new subdivision
Avenue 240 Waterline

Well 15 Chlorine Contact Project update

Mirage/Lindmore Stop Sign installation update

Finance Department New Hours beginning Oct. 3rd

McDermont Activities update

Wellness Center Activities update

CONSENT CALENDAR:

a) Meeting Minutes for Sept. 13th, 2016.

b) Warrant List for Sept. 6th, 14th & 15th, 2016.

c) Resolution 16-45 Adding additional signer to the City of Lindsay Bank Accounts and additional signer to the Deferred Comp. Account.

d) Conditional Project Acceptance as completed for the 2016-1 Parkside Curb, Gutter & Sidewalk Project.

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, WATSON, SALINAS, PADILLA.

NOES: None.

ABSENT: None.

PUBLIC HEARING: CONSIDERATION OF RESOLUTION 16-43 ACCEPTING S.L.E.S.F. GRANT AWARD & AUTHORIZING A \$100,000 EXPENDITURE FROM FY 2016/17 GRANT FUND.

Public Safety Sergeant Kevin Riley introduced this item and staff report. Sgt. Riley explained the program and requirements to receive these funds in detail. He further explained that the City has utilized these funds to pay for one police officer and a portion of the community services officer position and intends to use them for this purpose again this year. He then requested that Council conduct the public hearing and approve the attached resolution as required.

Since there were no questions by Council, Mayor PADILLA stated this is a Public Hearing item. She opened the Public Hearing at 6:13:00pm and asked if there was anyone wishing to speak in support of Res.16-43. Seeing no one, she asked if anyone would like to speak opposing the resolution. Seeing no one, she closed the Public Hearing at 6:13:30pm and asked what if any action Council would like to take on Res. 16-43.

ACTION:

On Motion by KIMBALL and Second by WATSON, the Lindsay City Council approved RESOLUTION 16-43 ACCEPTING S.L.E.S.F. GRANT AWARD & AUTHORIZING A \$100,000 EXPENDITURE FROM FY 2016/17 GRANT FUND. Mayor PADILLA announced Motion passed 5-0.

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

REQUEST TO AWARD WELL 15 UPGRADE PROJECT.

City Services Director Mike Camarena presented this item and staff report. The City Services Director stated that on August 9, 2016, Council authorized Resolution 16-37 Declaring Well 15 Upgrade Project as an Emergency. Since this action was taken, staff completed the project Request for Proposal (RFP) document and contacted local contractors for interest in the project.

Staff received two proposals from local qualified contractors for the Well 15 Upgrade Project. Of the two proposals received; one contractor did not respond in the time requested.

Telstar Instruments of Hanford provided all documents as requested with the proposal bid of \$138,800.

Brief discussion followed and Mayor PADILLA asked what if any action Council would like to take on the request to award the project.

ACTION:

On Motion by SALINAS and Second by SANCHEZ, the Lindsay City Council approved REQUEST TO AWARD WELL 15 UPGRADE PROJECT TO TELSTAR INSTRUMENTS OF HANFORD IN THE AMOUNT OF \$138,800, VIA MINUTE ORDER. Mayor PADILLA announced Motion passed 5-0.

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

SUSTAINABLE GROUNDWATER MANAGEMENT ACT (SGMA), EAST KAWEAH GROUNDWATER SUSTAINABILITY AGENCY (EKGSA) INFORMATIONAL UPDATE.

City Services Director Mike Camarena presented this item and staff report. The City Services Director introduced Mike Hagman, General Manager of Lindmore Irrigation District who then provided a very detailed Update/Report on the Sustainable Groundwater Management Act, East Kaweah Groundwater Sustainability Agency.

Council questions/discussion included GSA Assignment, do we really have local control, value of votes on the Board, expected dates for implementation, the city's obligation or responsibility to participate in the plan, allocation of water delivery and potential lawsuits for non-delivery or lower than requested delivery.

This was provided as an informational item.

REQUEST TO JOIN TULARE COUNTY COUNCIL OF CITIES.

City Manager Bill Zigler presented this item and staff report. The City Manager stated the Tulare County Council of Cities formed approximately six years ago. Productive dialogs and good work have been achieved since then and staff feels that it would be in the City's best interest to join the group.

He stated there is no cost to the City and would be of great benefit. If Council chooses to join, a Representative, Alternate and staff member would need to be appointed to attend the bi-monthly meetings.

Following brief discussion, Council unanimously agreed that it would be of benefit to join this organization. City Manager Bill Zigler volunteered to serve as staff representative, Council member SALINAS volunteered to serve as Council Representative and Council member KIMBALL volunteered to serve as the Alternate. Appointments were approved without objection, Via Minute Order.

ACTION:

On Motion by KIMBALL and Second by SANCHEZ, the Lindsay City Council approved a REQUEST TO JOIN TULARE COUNTY COUNCIL OF CITIES, Via Minute Order. City Manager Bill Zigler agreed to serve as staff representative, Council member SALINAS agreed to serve as Representative and Council member KIMBALL agreed to serve as Alternate.

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

CONSIDERATION OF RESOLUTION 16-44 APPROVING NOMINATION OF TULARE CITY COUNCIL MEMBER CRAIG VEJVODA TO THE SPECIAL CITY SELECTION COMMITTEE FOR APPOINTMENT TO THE DISTRICT GOVERNING BOARD.

Mayor PADILLA presented this item and staff report. The Mayor explained the request for nomination of a Council member to the to the Special Selection Committee.

Following brief discussion, Mayor PADILLA asked what action Council would like to take on this request to nominate Craig Vevjoda to the Special City Selection Committee.

ACTION:

On Motion by WATSON and Second by KIMBALL, the Lindsay City Council approved RESOLUTION 16-44 APPROVING NOMINATION OF TULARE CITY COUNCIL MEMBER CRAIG VEJVODA TO THE SPECIAL CITY SELECTION COMMITTEE FOR APPOINTMENT TO THE DISTRICT GOVERNING BOARD. Mayor PADILLA announced Motion passed 5-0.

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

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

ADJOURN. Upon motion by SALINAS and Second by SANCHEZ, Mayor Padilla adjourned the Meeting of the Lindsay City Council at 6:56 pm. The next Regular City Council Meeting is scheduled for **Tuesday, October 11, 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 10/11/2016

CHECK#	DATE	VENDOR#	VENDOR	FUND	ACCOUNT	DESCRIPTION	AMOUNT
87383	09/22/16	5667	1000BULBS.COM	3004300	069093	878982	\$378.56
87384	09/22/16	5781	ACE HEATING & AIR CONDITIONING	1014120	022000	1019	\$162.00
87384	09/22/16	5781	ACE HEATING & AIR CONDITIONING	1014120	022000	0969	\$245.30
87384	09/22/16	5781	ACE HEATING & AIR CONDITIONING	1014120	022000	1030	\$125.00
87384	09/22/16	5781	ACE HEATING & AIR CONDITIONING	1014120	022000	0999	\$150.00
87384	09/22/16	5781	ACE HEATING & AIR CONDITIONING	1014120	037000	1011	\$163.82
87384	09/22/16	5781	ACE HEATING & AIR CONDITIONING	1014120	022000	1028	\$168.40
87384	09/22/16	5781	ACE HEATING & AIR CONDITIONING	3004300	069092	0975	\$189.13
87385	09/22/16	007	AG IRRIGATION SALES	1014130	022000	18580	\$1.26
87385	09/22/16	007	AG IRRIGATION SALES	1014210	022000	18563	\$3.95
87385	09/22/16	007	AG IRRIGATION SALES	1014210	022000	18453	\$8.43
87385	09/22/16	007	AG IRRIGATION SALES	1014210	022000	18625	\$13.61
87385	09/22/16	007	AG IRRIGATION SALES	1014210	022000	18634	\$20.69
87385	09/22/16	007	AG IRRIGATION SALES	1014120	022000	18402	\$251.29
87385	09/22/16	007	AG IRRIGATION SALES	1014210	022000	18544	\$164.29
87385	09/22/16	007	AG IRRIGATION SALES	8844884	022000	18464	\$43.39
87385	09/22/16	007	AG IRRIGATION SALES	8844884	022000	18445	\$112.23
87386	09/22/16	2393	ALL-PRO FIRE AND SAFETY	1014210	022000	6940	\$81.00
87386	09/22/16	2393	ALL-PRO FIRE AND SAFETY	4004400	023000	6909	\$111.84
87387	09/22/16	2323	ANDERSON FAMILY BUSINESS	1014120	022015	1165	\$30.00
87388	09/22/16	5457	AUTO ZONE COMMERCIAL	1014210	022015	3329922706	\$174.81
87388	09/22/16	5457	AUTO ZONE COMMERCIAL	1014120	022015	3329928119	\$49.95
87388	09/22/16	5457	AUTO ZONE COMMERCIAL	1014130	022015	3329899457,33299282	\$74.92
87388	09/22/16	5457	AUTO ZONE COMMERCIAL	3004300	069092	3329943595	\$33.08
87388	09/22/16	5457	AUTO ZONE COMMERCIAL	5524552	022015	3329904743,33299284	\$74.92
87388	09/22/16	5457	AUTO ZONE COMMERCIA	5534553	022015	3329918444,33299350	\$99.89
87388	09/22/16	5457	AUTO ZONE COMMERCIAL	5544554	022015	3329922093,33299335	\$24.97
87389	09/22/16	5910	BAKER COMMODITIES INC.	3004300	069091	3028-00-60064491	\$11.00
87390	09/22/16	3797	BETSON IMPERIAL PARTS	3004300	069092	1841855	\$76.82
87390	09/22/16	3797	BETSON IMPERIAL PARTS	3004300	069092	1844089	\$771.27
87390	09/22/16	3797	BETSON IMPERIAL PARTS	3004300	069092	1838490	\$674.60
87490	09/22/16	2082	BILL ZIGLER	1014010	024000	FIREFIGHTER PROCLAM.	\$28.08
87490	09/22/16	2082	BILL ZIGLER	1014010	024000	FIREFIGHTER PROCLAM.	\$28.55
87490	09/22/16	2082	BILL ZIGLER	1014010	024000	FIREFIGHTER PLAQUES	\$54.13

WARRANT LIST 10/11/2016

CHECK#	DATE	VENDOR#	VENDOR	FUND	ACCOUNT	DESCRIPTION	AMOUNT
87391	09/22/16	5976	CAL APPAREL	3004300	069102	1179	\$101.92
87391	09/22/16	5976	CAL APPAREL	3004300	069102	1180	\$47.32
87392	09/22/16	3056	CALIFORNIA TURF EQUIP. & SUPPLY	1014210	022000	303097	\$24.91
87392	09/22/16	3056	CALIFORNIA TURF EQUIP. & SUPPLY	1014210	022000	306595, 306596	\$144.52
87392	09/22/16	3056	CALIFORNIA TURF EQUIP. & SUPPLY	8834883	022000	306595, 306596	\$12.04
87392	09/22/16	3056	CALIFORNIA TURF EQUIP. & SUPPLY	8844884	022000	306595, 306596	\$12.04
87392	09/22/16	3056	CALIFORNIA TURF EQUIP. & SUPPLY	8864886	022000	306595, 306596	\$12.04
87392	09/22/16	3056	CALIFORNIA TURF EQUIP. & SUPPLY	8874887	022000	306595, 306596	\$12.04
87392	09/22/16	3056	CALIFORNIA TURF EQUIP. & SUPPLY	8884888	022000	306595, 306596	\$12.04
87392	09/22/16	3056	CALIFORNIA TURF EQUIP. & SUPPLY	8894889	022000	306595, 306596	\$12.04
87392	09/22/16	3056	CALIFORNIA TURF EQUIP. & SUPPLY	8904890	022000	306595, 306596	\$12.04
87392	09/22/16	3056	CALIFORNIA TURF EQUIP. & SUPPLY	8914891	022000	306595, 306596	\$12.04
87393	09/22/16	5601	CENTRAL VALLEY REFRIGERATION	3004300	069092	7893	\$246.46
87394	09/22/16	2872	CHIEF SUPPLY	1014110	024000	199402	\$216.86
87394	09/22/16	2872	CHIEF SUPPLY	1014110	024004	191168	\$296.33
87395	09/22/16	5832	CINTAS CORPORATION	1014120	022000	621294311, 62129743	\$103.31
87395	09/22/16	5832	CINTAS CORPORATION	1014130	022000	621295888	\$103.31
87395	09/22/16	5832	CINTAS CORPORATION	1014210	022000	621295887	\$103.31
87395	09/22/16	5832	CINTAS CORPORATION	3004300	069091	621299054	\$500.78
87395	09/22/16	5832	CINTAS CORPORATION	3004300	069091	621305461	\$500.78
87395	09/22/16	5832	CINTAS CORPORATION	3004300	069091	621303873	\$481.05
87395	09/22/16	5832	CINTAS CORPORATION	3004300	069091	621300644	\$481.05
87395	09/22/16	5832	CINTAS CORPORATION	3004300	069091	621297470	\$481.05
87395	09/22/16	5832	CINTAS CORPORATION	3004300	069091	621302247	\$482.63
87395	09/22/16	5832	CINTAS CORPORATION	3004300	069102	621305462	\$11.29
87395	09/22/16	5832	CINTAS CORPORATION	3004300	069102	621297471	\$11.29
87395	09/22/16	5832	CINTAS CORPORATION	3004300	069102	621300645	\$11.29
87395	09/22/16	5832	CINTAS CORPORATION	3004300	069102	621299055	\$11.29
87395	09/22/16	5832	CINTAS CORPORATION	3004300	069102	621303874	\$11.29
87395	09/22/16	5832	CINTAS CORPORATION	3004300	069102	621302248	\$26.58
87395	09/22/16	5832	CINTAS CORPORATION	5524552	022000	621297468	\$103.31
87395	09/22/16	5832	CINTAS CORPORATION	5534553	022000	621297469	\$103.31
87395	09/22/16	5832	CINTAS CORPORATION	5544554	022000	621299053	\$103.31
87395	09/22/16	5832	CINTAS CORPORATION	5564556	022000	621299052	\$103.31

WARRANT LIST 10/11/2016

CHECK#	DATE	VENDOR#	VENDOR	FUND	ACCOUNT	DESCRIPTION	AMOUNT
87396	09/22/16	4887	CITY OF EXETER	1014130	022012	JULY CNG	\$48.19
87396	09/22/16	4887	CITY OF EXETER	1014210	022012	JULY CNG	\$48.19
87396	09/22/16	4887	CITY OF EXETER	1014120	022012	JULY CNG	\$48.19
87396	09/22/16	4887	CITY OF EXETER	2614160	022012	JULY CNG	\$48.19
87396	09/22/16	4887	CITY OF EXETER	5524552	022012	JULY CNG	\$48.19
87396	09/22/16	4887	CITY OF EXETER	5534553	022012	JULY CNG	\$48.19
87396	09/22/16	4887	CITY OF EXETER	5544554	022012	JULY CNG	\$48.19
87397	09/22/16	279	CITY OF PORTERVILLE	1014130	022012	JUNE CNG	\$53.88
87397	09/22/16	279	CITY OF PORTERVILLE	1014210	022012	JUNE CNG	\$53.88
87397	09/22/16	279	CITY OF PORTERVILLE	1014120	022012	JUNE CNG	\$53.88
87397	09/22/16	279	CITY OF PORTERVILLE	2614160	022012	JUNE CNG	\$53.88
87397	09/22/16	279	CITY OF PORTERVILLE	5524552	022012	JUNE CNG	\$53.88
87397	09/22/16	279	CITY OF PORTERVILLE	5534553	031007	JULY LAB	\$1,191.00
87397	09/22/16	279	CITY OF PORTERVILLE	5534553	022012	JUNE CNG	\$53.88
87397	09/22/16	279	CITY OF PORTERVILLE	5544554	022012	JUNE CNG	\$53.88
87398	09/22/16	2319	COMPUTER SYSTEMS PLUS	1014050	036008	95498	\$45.00
87399	09/22/16	4632	CTL-SEE'S, INC.	6004775	064002	10701	\$2,717.50
87400	09/22/16	102	CULLIGAN	5534553	022000	3301	\$62.75
87400	09/22/16	102	CULLIGAN	6004552	064002	154823	\$69.75
87400	09/22/16	102	CULLIGAN	6004552	064002	154799	\$263.50
87400	09/22/16	102	CULLIGAN	6004552	064002	154815	\$162.75
87400	09/22/16	102	CULLIGAN	6004552	064002	154807	\$124.00
87401	09/22/16	5741	CUMMINS PACIFIC	5534553	022000	022-65786	\$1,378.77
87401	09/22/16	5741	CUMMINS PACIFIC	5534553	022000	022-65779	\$978.21
87401	09/22/16	5741	CUMMINS PACIFIC	5534553	022000	022-65773	\$905.66
87402	09/22/16	4051	DELTA STRIKE	3004300	069092	INV-0647	\$2,038.65
87403	09/22/16	388	DENNIS KELLER/JAMES WEGLEY	5524552	031000	JULY 2016	\$551.25
87403	09/22/16	388	DENNIS KELLER/JAMES WEGLEY	6004552	031000	JULY 2016	\$133.25
87404	09/22/16	316	DEPT OF JUSTICE	1014110	066007	183786	\$175.00
87404	09/22/16	316	DEPT OF JUSTICE	1014110	039001	180591	\$309.00
87404	09/22/16	316	DEPT OF JUSTICE	3004300	069088	180591	\$320.00
87405	09/22/16	5599	DEROSA SALES	3004300	069116	0530799	\$204.60
87406	09/22/16	3733	DIRECTV	4004400	033001	059208625	\$185.97
87407	09/22/16	119	DOUG DELEO WELDING	1014210	022000	16-2109	\$150.00

WARRANT LIST 10/11/2016

CHECK#	DATE	VENDOR#	VENDOR	FUND	ACCOUNT	DESCRIPTION	AMOUNT
87407	09/22/16	119	DOUG DELEO WELDING	5524552	022000	16-2126	\$7.71
87407	09/22/16	119	DOUG DELEO WELDING	5524552	022000	16-2128	\$281.33
87407	09/22/16	119	DOUG DELEO WELDING	5524552	022000	16-2016	\$241.37
87408	09/22/16	1436	EL PATIO	3004300	069115	FRESNO STATE ALL NIGHTER	\$216.00
87409	09/22/16	4460	EVANS FEED & LIVESTOCK SUPPLY	1014110	066017	453317 K-9 EXPENSES	\$50.85
87410	09/22/16	3409	FASTENAL	3004300	069092	CAPOR29681	\$252.57
87410	09/22/16	3409	FASTENAL	3004300	069092	CAPOR29716	\$62.59
87411	09/22/16	3461	FERGUSON ENTERPRISES INC	5524552	022000	1200670-1	\$63.01
87411	09/22/16	3461	FERGUSON ENTERPRISES INC	5524552	022000	1201789	\$63.01
87411	09/22/16	3461	FERGUSON ENTERPRISES INC	5524552	022000	1203867	\$339.81
87412	09/22/16	4807	FITGUARD INC.	4004400	022000	117483	\$282.33
87413	09/22/16	3808	FOSTER FARMS DAIRY	3004300	069116	356168	\$414.75
87413	09/22/16	3808	FOSTER FARMS DAIRY	3004300	069116	356770	\$307.95
87414	09/22/16	137	FRIANT WATER AUTHORITY	5524552	022010	110102	\$1,706.00
87415	09/22/16	6010	FRONTIER COMMUNICATIONS	5534553	033001	9-562-6317	\$67.49
87416	09/22/16	1925	FRUIT GROWERS SUPPLY CO.	1014120	022000	91791533	-\$167.12
87416	09/22/16	1925	FRUIT GROWERS SUPPLY CO.	1014210	022015	91787235	\$284.33
87417	09/22/16	1970	GIOTTO'S	5524552	033001	111287	\$632.48
87418	09/22/16	2283	GOLDEN STATE FLOW MEASUREMENT	5524552	022000	I-052218	\$4,741.43
87418	09/22/16	2283	GOLDEN STATE FLOW MEASUREMENT	5524552	022000	I-052386	\$5,215.68
87418	09/22/16	2283	GOLDEN STATE FLOW MEASUREMENT	5524552	022000	I-052385	\$5,362.60
87419	09/22/16	148	GOMEZ AUTO & SMOG	1014110	022015	1868	\$311.52
87419	09/22/16	148	GOMEZ AUTO & SMOG	1014110	022015	1881	\$398.67
87419	09/22/16	148	GOMEZ AUTO & SMOG	1014110	022015	1870	\$572.72
87419	09/22/16	148	GOMEZ AUTO & SMOG	1014110	022015	1864	\$83.15
87419	09/22/16	148	GOMEZ AUTO & SMOG	1014110	022015	1880	\$82.45
87419	09/22/16	148	GOMEZ AUTO & SMOG	3004300	069092	1877	\$190.33
87420	09/22/16	5647	GRISWOLD,LASSALLE,COBB,DOWD&GIN,LLP	1014060	031000	22752.006	\$228.15
87420	09/22/16	5647	GRISWOLD,LASSALLE,COBB,DOWD&GIN,LLP	1014060	031000	22752.009	\$356.85
87420	09/22/16	5647	GRISWOLD,LASSALLE,COBB,DOWD&GIN,LLP	1014060	031000	22752.012	\$487.50
87420	09/22/16	5647	GRISWOLD,LASSALLE,COBB,DOWD&GIN,LLP	1014060	031000	22752.002	\$928.35
87420	09/22/16	5647	GRISWOLD,LASSALLE,COBB,DOWD&GIN,LLP	1014060	031000	22752.004	\$1,732.60
87420	09/22/16	5647	GRISWOLD,LASSALLE,COBB,DOWD&GIN,LLP	1014060	031000	22752.003	\$2,614.95
87421	09/22/16	6063	GUSTAVO GONZALEZ	101	200368	ARBOR DEPOSIT REFUND	\$100.00

WARRANT LIST 10/11/2016

CHECK#	DATE	VENDOR#	VENDOR	FUND	ACCOUNT	DESCRIPTION	AMOUNT
87422	09/22/16	2975	HAJOCA CORPORATION	3004300	069093	S009121591.001	\$404.25
87423	09/22/16	6066	HELEN LOUISE MCCULLOM	552	348010	WATER REFUND 00078901	\$184.32
87424	09/22/16	221	HOUSE OF GLASS	6004775	064002	133458	\$496.80
87425	09/22/16	3909	ID WHOLESALER	3004300	069101	1249371	\$210.00
87426	09/22/16	4167	IMPERIAL INTERNATIONAL	3004300	069092	1832842	\$153.22
87426	09/22/16	4167	IMPERIAL INTERNATIONAL	3004300	069092	1827883	\$24.89
87427	09/22/16	5657	INTERNATIONAL CODE COUNCIL	1014120	022000	1000709166	\$310.46
87427	09/22/16	5657	INTERNATIONAL CODE COUNCIL	1014120	022000	1000708110	\$882.35
87427	09/22/16	5657	INTERNATIONAL CODE COUNCIL	1014120	037004	1000715798	\$1,192.80
87428	09/22/16	5541	JACK DAVENPORT SWEEPING SERVICE	2614160	023001	115860	\$3,000.00
87428	09/22/16	5541	JACK DAVENPORT SWEEPING SERVICE	2614160	023001	113438	\$3,000.00
87429	09/22/16	192	JAMES WINTON & ASSOCIATES	1014120	031000	18478	\$187.50
87429	09/22/16	192	JAMES WINTON & ASSOCIATES	1014070	031000	18478	\$250.00
87430	09/22/16	6059	JUSTIN POORE	3004300	069115	POKEMON ADVERTISING	\$50.00
87430	09/22/16	6059	JUSTIN POORE	3004300	069115	POKEMON BANNER	\$25.92
87431	09/22/16	730	KIWANIS CLUB OF LINDSAY	1014040	037004	2016/2017 MEMBERSHIP	\$175.00
87432	09/22/16	5944	LEE'S STEREO	4004400	069091	117495-MAINTENANCE	\$768.77
87433	09/22/16	5788	LINCOLN AQUATICS	3004300	095002	SI296753	\$446.42
87433	09/22/16	5788	LINCOLN AQUATICS	4004400	069076	SI297372	\$283.74
87433	09/22/16	5788	LINCOLN AQUATICS	4004400	069076	SI296103	\$283.74
87433	09/22/16	5788	LINCOLN AQUATICS	4004400	069076	SI296759	\$470.40
87434	09/22/16	4427	LINDSAY AUTO PARTS	1014120	022000	093531	\$9.36
87434	09/22/16	4427	LINDSAY AUTO PARTS	5524552	022015	093174	\$9.69
87434	09/22/16	4427	LINDSAY AUTO PARTS	5524552	022000	092728	\$11.63
87435	09/22/16	218	LINDSAY EQUIPMENT RENTAL	3004300	069115	58855	\$300.00
87435	09/22/16	218	LINDSAY EQUIPMENT RENTAL	3004300	069115	58872	\$60.00
87436	09/22/16	6060	LIQIVISION TECHNOLOGY INC	5524552	036000	5401	\$2,889.00
87437	09/22/16	227	LIVICK TRUCK & BUS REPAIR	1014110	022015	13375	\$366.00
87438	09/22/16	3648	LOCK AMERICA INTERNATIONAL INC	3004300	069092	303747	\$357.89
87439	09/22/16	5399	MARCOS LOYA	1014120	022009	827956	\$4,660.00
87440	09/22/16	6065	MARTIN V. MARQUEZ	4004400	069115	REFUND FACILITY RENTAL	\$375.00
87441	09/22/16	234	MARTIN'S TIRE & AUTO	1014110	022015	11003210	\$121.12
87441	09/22/16	234	MARTIN'S TIRE & AUTO	1014110	022015	11003038	\$323.06
87441	09/22/16	234	MARTIN'S TIRE & AUTO	1014110	022015	11003190	\$525.37

WARRANT LIST 10/11/2016

CHECK#	DATE	VENDOR#	VENDOR	FUND	ACCOUNT	DESCRIPTION	AMOUNT
87441	09/22/16	234	MARTIN'S TIRE & AUTO	1014130	022015	11002935	\$75.09
87441	09/22/16	234	MARTIN'S TIRE & AUTO	3004300	069092	11003063	\$445.80
87441	09/22/16	234	MARTIN'S TIRE & AUTO	5524552	022015	11003231	\$16.00
87441	09/22/16	234	MARTIN'S TIRE & AUTO	5524552	022015	11003095	\$15.00
87441	09/22/16	234	MARTIN'S TIRE & AUTO	5524552	022015	11003099	\$431.85
87441	09/22/16	234	MARTIN'S TIRE & AUTO	5524552	022015	11003211	\$813.92
87442	09/22/16	5964	MARY VALENTI, PH.D.	1014110	031000	7/13/16 ROBINSON	\$400.00
87443	09/22/16	5932	MATHEW MCMILLAN	1014110	066017	K-9 EXPENSES	\$164.71
87444	09/22/16	3722	MAXIMUM SOLUTIONS, INC	3004300	069113	19213	\$700.00
87445	09/22/16	895	MERLE STONE CHEVROLET	1014110	022015	97537	\$45.84
87446	09/22/16	4323	OASIS	1014110	037000	014310	\$125.00
87447	09/22/16	6032	OPTIMUM PLUMBING INC	1014210	063000	230	\$3,837.16
87448	09/22/16	3260	PACIFIC EMPLOYERS	1014090	031000	48490	\$135.00
87449	09/22/16	5351	PARTYWORKS	3004300	069103	152061	\$885.98
87450	09/22/16	272	PITNEY BOWES INC.	1014090	037000	1001174993	\$212.03
87451	09/22/16	808	PORTERVILLE DOOR & TRIM	1014210	022000	29972	\$16.28
87452	09/22/16	6019	PORTERVILLE PRIVATE SECURITY	4004400	069115	9/10/16	\$314.00
87452	09/22/16	6019	PORTERVILLE PRIVATE SECURITY	4004400	069115	9/16/16-9/17/16	\$382.50
87453	09/22/16	276	PORTERVILLE RECORDER	1014210	022000	614073	\$47.73
87453	09/22/16	276	PORTERVILLE RECORDER	1014050	037000	613749	\$57.96
87453	09/22/16	276	PORTERVILLE RECORDER	1014110	037000	613749	\$57.96
87453	09/22/16	276	PORTERVILLE RECORDER	1014120	037000	613749	\$57.96
87453	09/22/16	276	PORTERVILLE RECORDER	1014070	037000	613749	\$57.96
87453	09/22/16	276	PORTERVILLE RECORDER	1014010	037002	614411	\$66.09
87453	09/22/16	276	PORTERVILLE RECORDER	4004400	055006	5698-0716	\$5.00
87453	09/22/16	276	PORTERVILLE RECORDER	5524552	037000	614073	\$47.74
87453	09/22/16	276	PORTERVILLE RECORDER	5544554	037000	614073	\$47.74
87454	09/22/16	2869	PORTERVILLE SHELTERED WORKSHOP	1014210	022003	20274	\$746.00
87454	09/22/16	2869	PORTERVILLE SHELTERED WORKSHOP	1014210	022003	20342	\$856.00
87454	09/22/16	2869	PORTERVILLE SHELTERED WORKSHOP	1014130	022003	20409	\$68.12
87454	09/22/16	2869	PORTERVILLE SHELTERED WORKSHOP	1014210	022003	20409	\$68.13
87454	09/22/16	2869	PORTERVILLE SHELTERED WORKSHOP	3004300	069084	77697	\$75.95
87455	09/22/16	1849	PORTERVILLE VALLEY PROMPTCARE	3004300	037000	1572	\$520.00
87455	09/22/16	1849	PORTERVILLE VALLEY PROMPTCARE	3004300	037000	1571	\$120.00

WARRANT LIST 10/11/2016

CHECK#	DATE	VENDOR#	VENDOR	FUND	ACCOUNT	DESCRIPTION	AMOUNT
87455	09/22/16	1849	PORTERVILLE VALLEY PROMPTCARE	3004300	037000	1573	\$100.00
87455	09/22/16	1849	PORTERVILLE VALLEY PROMPTCARE	3004300	037000	1574	\$25.00
87455	09/22/16	1849	PORTERVILLE VALLEY PROMPTCARE	4004400	037000	1569	\$25.00
87455	09/22/16	1849	PORTERVILLE VALLEY PROMPTCARE	4004400	037000	1570	\$25.00
87456	09/22/16	6061	PROSTAR INDUSTRIES INC.	3004300	069115	106298	\$1,082.60
87457	09/22/16	4618	PROVOST & PRITCHARD	5534553	064001	59353	\$3,267.10
87458	09/22/16	5684	QUIK-ROOTER	3004300	069093	201475	\$227.50
87459	09/22/16	285	QUILL CORPORATION	3004300	069115	8117232	\$226.78
87459	09/22/16	285	QUILL CORPORATION	3004300	069101	8038631	\$110.26
87460	09/22/16	3832	RICK'S VENDING & DISTRIBUTING	3004300	069090	87761,87755,87757-58	\$1,447.53
87460	09/22/16	3832	RICK'S VENDING & DISTRIBUTING	3004300	069103	81715	\$116.33
87460	09/22/16	3832	RICK'S VENDING & DISTRIBUTING	3004300	069103	87756	\$100.00
87461	09/22/16	5537	ROBERT MARKS PLUMBING	3004300	069093	81583	\$291.00
87461	09/22/16	5537	ROBERT MARKS PLUMBING	3004300	069093	81668	\$1,729.69
87462	09/22/16	298	SAVE MART SUPERMARKETS	3004300	069103	9/9/16	\$288.37
87462	09/22/16	298	SAVE MART SUPERMARKETS	3004300	069103	9/2/16	\$201.86
87462	09/22/16	298	SAVE MART SUPERMARKETS	3004300	069103	9/16/16	\$98.32
87462	09/22/16	298	SAVE MART SUPERMARKETS	3004300	069116	9/2/16	\$15.98
87462	09/22/16	298	SAVE MART SUPERMARKETS	3004300	069116	9/3/16	\$5.78
87462	09/22/16	298	SAVE MART SUPERMARKETS	3004300	069116	8/27/16	\$35.64
87462	09/22/16	298	SAVE MART SUPERMARKETS	4004400	069115	9/15/16	\$80.81
87463	09/22/16	3924	SECURITY FIRST	1014120	037000	29069	\$299.40
87463	09/22/16	3924	SECURITY FIRST	1014120	037000	29070	\$359.40
87464	09/22/16	3054	SHERWIN-WILLIAMS CO	1014130	023000	0164-2	-\$81.38
87464	09/22/16	3054	SHERWIN-WILLIAMS CO	1014130	023000	1340-9	\$172.92
87465	09/22/16	5314	SHRED-IT USA LLC	1014090	037000	9411777231	\$66.70
87466	09/22/16	2133	SHROPSHIRE CONTAINERS	1014090	037018	26008-LATE FEE	\$10.00
87466	09/22/16	2133	SHROPSHIRE CONTAINERS	3004300	069113	26008	\$100.00
87467	09/22/16	4555	SIERRA CHEMICAL CO.	5524552	022007	SLC10011985	-\$1,800.00
87467	09/22/16	4555	SIERRA CHEMICAL CO.	5524552	022007	SLS10036732	\$4,351.80
87467	09/22/16	4555	SIERRA CHEMICAL CO.	5524552	022007	SLS10038032	\$4,351.80
87468	09/22/16	1776	SMART & FINAL	3004300	069116	9/15/16	\$156.07
87468	09/22/16	1776	SMART & FINAL	3004300	069116	8/24/16	\$82.09
87468	09/22/16	1776	SMART & FINAL	3004300	069116	9/1/16	\$73.46

WARRANT LIST 10/11/2016

CHECK#	DATE	VENDOR#	VENDOR	FUND	ACCOUNT	DESCRIPTION	AMOUNT
87469	09/22/16	5978	SOLARCITY	3004300	069108	9325694-00 JULY 2016	\$4,263.37
87469	09/22/16	5978	SOLARCITY	5534553	032001	9325693-00 JULY 2016	\$4,346.38
87470	09/22/16	3634	STATE FARM GENERAL	779	200351	JACQUELINE #87NV88518	\$517.00
87470	09/22/16	3634	STATE FARM GENERAL	779	200351	JUDITH M#87-WT-2096-6	\$415.00
87471	09/22/16	5899	SUPPLYWORKS	3004300	069092	373246214	\$234.11
87471	09/22/16	5899	SUPPLYWORKS	3004300	069091	376645784	\$236.11
87471	09/22/16	5899	SUPPLYWORKS	3004300	069091	373501139	\$224.81
87471	09/22/16	5899	SUPPLYWORKS	3004300	069091	376110375	\$197.83
87471	09/22/16	5899	SUPPLYWORKS	3004300	069091	375027182	\$88.51
87471	09/22/16	5899	SUPPLYWORKS	3004300	069091	373246222	\$701.77
87471	09/22/16	5899	SUPPLYWORKS	3004300	069091	375311461	\$591.18
87471	09/22/16	5899	SUPPLYWORKS	3004300	069091	373111509	\$12.00
87471	09/22/16	5899	SUPPLYWORKS	3004300	069091	375027190	\$24.57
87471	09/22/16	5899	SUPPLYWORKS	4004400	069091	372589366	\$378.62
87471	09/22/16	5899	SUPPLYWORKS	4004400	069091	372840330	-\$41.46
87472	09/22/16	5646	SUSP, INC.	5524552	031000	JULY 2016	\$2,050.00
87472	09/22/16	5646	SUSP, INC.	5534553	031000	JULY 2016	\$2,050.00
87473	09/22/16	5755	TELEPACIFIC COMMUNICATIONS	1014130	033001	81459153	\$378.57
87473	09/22/16	5755	TELEPACIFIC COMMUNICATIONS	1014210	033001	81459153	\$378.57
87473	09/22/16	5755	TELEPACIFIC COMMUNICATIONS	1014120	033001	81459153	\$378.57
87473	09/22/16	5755	TELEPACIFIC COMMUNICATIONS	5524552	033001	81459153	\$378.57
87473	09/22/16	5755	TELEPACIFIC COMMUNICATIONS	5534553	033001	81459153	\$378.55
87473	09/22/16	5755	TELEPACIFIC COMMUNICATIONS	5544554	033001	81459153	\$378.57
87474	09/22/16	6064	TERESA ALFAREZ	101	200368	ARBOR DEPOSIT REFUND	\$100.00
87475	09/22/16	2658	THE FOOTHILLS SUN-GAZETTE	1014040	024002	50173	\$64.71
87475	09/22/16	2658	THE FOOTHILLS SUN-GAZETTE	4004400	035000	50245	\$489.00
87476	09/22/16	144	THE GAS COMPANY	3004300	069109	102-887-8712-9	\$185.55
87476	09/22/16	144	THE GAS COMPANY	3004300	069109	094-461-1294-9	\$127.92
87476	09/22/16	144	THE GAS COMPANY	4004400	032006	092-375-2718-0	\$61.94
87477	09/22/16	5792	THOMPSON REUTERS - WEST	1014110	037004	834480200	\$153.15
87478	09/22/16	3396	THYSSENKRUPP ELEVATORS	4004400	037000	3002748233	\$282.21
87479	09/22/16	4265	TROPICALE FOODS, INC	3004300	069116	30220919	\$17.28
87480	09/22/16	3814	TURNUPSEED ELECTRIC SERVICE, INC	5534553	031000	231307	\$76.00
87481	09/22/16	4849	U.S. BANK EQUIPMENT FINANCE	1014110	036008	P/S-311581474	\$175.76

WARRANT LIST 10/11/2016

CHECK#	DATE	VENDOR#	VENDOR	FUND	ACCOUNT	DESCRIPTION	AMOUNT
87481	09/22/16	4849	U.S. BANK EQUIPMENT FINANCE	1014040	036008	C/M-311581474	\$154.78
87481	09/22/16	4849	U.S. BANK EQUIPMENT FINANCE	1014110	036008	P/S-311581474	\$321.30
87481	09/22/16	4849	U.S. BANK EQUIPMENT FINANCE	1014050	036008	FINANCE-311581474	\$81.75
87481	09/22/16	4849	U.S. BANK EQUIPMENT FINANCE	1014120	036008	C/S-311581474	\$81.76
87481	09/22/16	4849	U.S. BANK EQUIPMENT FINANCE	1014070	036008	CITY CLERK-311581474	\$81.76
87481	09/22/16	4849	U.S. BANK EQUIPMENT FINANCE	3004300	069113	MCD-311581474	\$392.17
87482	09/22/16	3904	UK ADVERTISING INC.	3004300	069069	2016-2098	\$100.00
87482	09/22/16	3904	UK ADVERTISING INC.	3004300	069069	2016-1873	\$100.00
87483	09/22/16	348	UNDERGROUND SERVICE ALERT	5524552	037004	16070220	\$300.34
87484	09/22/16	5747	UNITED STAFFING	1014130	010008	74821	\$177.77
87484	09/22/16	5747	UNITED STAFFING	1014130	010008	75093	\$385.04
87484	09/22/16	5747	UNITED STAFFING	1014120	010008	75093	\$385.04
87484	09/22/16	5747	UNITED STAFFING	1014210	010008	75093	\$529.44
87484	09/22/16	5747	UNITED STAFFING	1014210	010008	74821	\$711.07
87484	09/22/16	5747	UNITED STAFFING	1014120	010008	74821	\$88.88
87484	09/22/16	5747	UNITED STAFFING	5524552	010008	75093	\$385.04
87484	09/22/16	5747	UNITED STAFFING	5524552	010008	74821	\$302.20
87484	09/22/16	5747	UNITED STAFFING	5534553	010008	75093	\$577.57
87484	09/22/16	5747	UNITED STAFFING	5534553	010008	74821	\$711.06
87484	09/22/16	5747	UNITED STAFFING	8834883	010008	75093	\$57.76
87484	09/22/16	5747	UNITED STAFFING	8844884	010008	75093	\$57.76
87484	09/22/16	5747	UNITED STAFFING	8864886	010008	75093	\$38.50
87484	09/22/16	5747	UNITED STAFFING	8874887	010008	75093	\$19.25
87484	09/22/16	5747	UNITED STAFFING	8884888	010008	75093	\$38.50
87484	09/22/16	5747	UNITED STAFFING	8894889	010008	75093	\$19.25
87484	09/22/16	5747	UNITED STAFFING	8904890	010008	75093	\$19.25
87484	09/22/16	5747	UNITED STAFFING	8914891	010008	75093	\$19.25
87485	09/22/16	2960	UNITED STATES BUREAU OF RECLAMATION	5524552	022010	5-07-20 W428L	\$7,955.00
87486	09/22/16	5413	UNIVAR USA INC	5524552	022004	FO852848	\$889.54
87486	09/22/16	5413	UNIVAR USA INC	5524552	022004	FO852849	\$692.24
87487	09/22/16	5281	VALLEY CLEANING & RESTORATION	1014120	031000	8021	\$317.76
87487	09/22/16	5281	VALLEY CLEANING & RESTORATION	1014120	031000	8127	\$1,000.00
87487	09/22/16	5281	VALLEY CLEANING & RESTORATION	1014120	031000	8187	\$2,210.00
87488	09/22/16	6062	VANESSA CONTRERAS	101	200368	ARBOR DEPOSIT REFUND	\$100.00

WARRANT LIST 10/11/2016

CHECK#	DATE	VENDOR#	VENDOR	FUND	ACCOUNT	DESCRIPTION	AMOUNT
87489	09/22/16	368	VOLLMER EXCAVATION, INC	1014130	023000	29730	\$970.70
87489	09/22/16	368	VOLLMER EXCAVATION, INC	5524552	023000	29730	\$970.70
						TOTAL	\$144,609.03



Treasurer's Report

SEPTEMBER 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	\$70,793.47	N/A	
Bank Of Sierra - AP/Operating	100-100	GEN	\$983,680.64	N/A	
Bank Of Sierra - McDermont	100-500	GEN	\$48,831.33	N/A	
Arbitrage Management Savings		INV-RES	\$500,000.00	N/A	
Bank Of Sierra - Impound Account	100-120	RES	\$21,449.14	0.05	2.26
Bank Of Sierra - WWTP Project	100-553	RES	\$5,176.20	0.02	0.22
Bank Of Sierra - Water Project	100-552	RES	\$45,001.14	0.05	1.97
LAIF Savings: City & Successor Agency	100-103	INV-RES	\$411,459.52	0.35	
Bank Of Sierra- Depository Account	100-114	GEN	\$333,829.03		
Total Cash Balances @ September 30, 2016			\$2,422,848.47		4.45

SEPTEMBER 2016 Accounts Payable	\$163,356
SEPTEMBER Payroll & Benefits 09/02/16	\$222,183
SEPTEMBER Payroll & Benefits 09/16/16	\$217,392
SEPTEMBER Payroll & Benefits 09/30/16	\$235,677
SEPTEMBER 2016 Total Expenditures	\$838,609

SEPTEMBER DEBT SERVICE:	0.00
--------------------------------	-------------

Compliance with Investment Policy

As of September 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,

Nicole Bolaños
Account Clerk

GEN=GENERAL UNRESTRICTED
RES=RESTRICTED ACTIVITY
INV=INVESTMENT

Treasurer's Report - SEPTEMBER 2016

Cash Balances Classified by Depository

	GL ACT#	TYPE	Balance__	SUBTOTALS	Current Annual Yield__	Interest Earned This Period
Current Asset						
Petty Cash/Cash Register Funds	100-102	RES	\$2,628.00			
Arbitrage Management Savings		INV-RES	\$500,000.00			
LAIF Savings: City & Successor Agency	100-103	INV-RES	\$411,459.52			
				\$914,087.52		
Rolling Assets <i>*there are accounts that change frequently and satisfy certain debts / liabilities</i>						
Bank Of Sierra - Payroll	100-106	GEN	\$70,793.47			
Bank Of Sierra - AP/Operating	100-100	GEN	\$983,680.64			
Bank Of Sierra - Impound Account	100-120	RES	\$21,449.14			2.26
Bank Of Sierra - McDermont	100-500	GEN	\$48,831.33			
Bank Of Sierra- Depository Account	100-114	GEN	\$333,829.03			
				\$1,458,583.61		
Long Term Assets / Project Funds						
Bank Of Sierra - WWTP Project	100-553	RES	\$5,176.20			0.22
Bank Of Sierra - Water Project	100-552	RES	\$45,001.14			1.97
				50,177.34		
Total Cash Balances @ SEPTEMBER 30, 2016				\$2,422,848.47		4.45

As of September 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 Liabilities

Accounts Payable - Checks Cut	\$235,503.85	
Accounts Payable - Checks NOT Cut	\$537,252.53	
		\$772,756.38

Long Term Liabilities

	Due	
TCAG Settlement	#####	\$17,574.53
Library Landscape Loan	#####	\$9,594.22
Tulare Road Loan	#####	\$96,604.85
Sewer Plant Expansion Loan	#####	\$323,470.00
Water Plant Expansion Loan	12/1/2016	\$109,874.00
Water Clarifier Loan	12/1/2016	\$8,376.99
McDermont Lease Bond	#####	\$149,600.00
		<u>\$715,094.59</u>
		<u>\$1,487,850.97</u>

Total Retained Earnings **basically what the city is keeping for operations (assets minus liabilities)* \$934,997.50

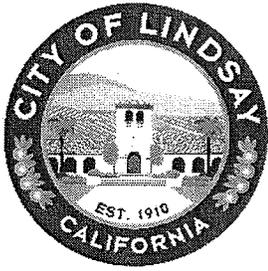
City Revenue *For Period Ending 9/30/2016*

Business Licenses	\$4,158.75	
Utility Bills	\$414,073.20	
Taxes (UUT)	\$56,457.26	
Miscellaneous Revenue	\$328,905.25	
		\$803,594.46

City Expense

Payroll & Benefits - SEPTEMBER 2, 2016	\$222,183.00	
Payroll & Benefits - SEPTEMBER 16, 2016	\$217,392.00	
Payroll & Benefits - SEPTEMBER 30, 2016	\$235,677.00	
Debt Service	\$0.00	
Current Expenses <i>*incurred and paid</i>	\$595,262.60	
		<u>\$1,270,514.60</u>

Total Operating Income or Loss -\$466,920.14



DATE : October 11, 2016
TO : Mayor Padilla and City Council Members
FROM : Bill Zigler, City Manager
RE : Maintenance of Effort Certification Form - Public Safety

ACTION:

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

MEMO

Attached is information regarding the annual report filed for the Police and Fire Maintenance of Effort Certification Form. This form is filed annually for the Police and Fire, and is information only. The form is a means to explain Proposition 172 Sales Taxes and how the income is appropriated to Public Safety. This form provides information as to the ½ cent sales tax received from the state for having a Police and Fire Department.

Auditor-Controller
AB 2788 (Chapter 886/94)
Maintenance-of-Effort Certification Form

Name of City: City of Lindsay

Fiscal Year of Certification: 2016/17

AB 2788 Maintenance-of-Effort (MOE) Calculation:

Total Public Safety Adopted Budget (Amount of Line 4.1 from Form A)	<u>2,560,607</u>
Less: Public Safety MOE (Amount of Line 3.2 from Form A)	<u>(1,127,283)</u>
Difference: Over (Under) AB 2788 MOE Requirements	<u>1,433,324</u>

Certification Statement:

I hereby certify that the **City of Lindsay** is **over/under** (please highlight or circle one) the AB 2788 Maintenance-of-Effort requirements concerning the use of Proposition 172 revenues in the amount of \$1,433,324. Forms A, B and C are submitted in support of this calculation. Detailed records concerning this calculation are available upon request and will be retained.

Signature of City Official: 

Date signed: 09-13-2016

Form A: AB 2788 MOE Calculation Worksheet

Step #1 - Define Public Safety Services

A city or county should establish their definition of public safety services that is consistent with Government Code Section 30052. Please list on Forms B and C all departments included in this definition.

Step #2 - Determine Base Year

The city or county should determine their AB 2788 base year by using the 1992-93 Adopted Budget for all defined public safety departments. Please complete Form B to provide the following:

Line 2.1. Total Base Year 1,127,593
(Total Adjusted AB 2788 Base Year detailed in Form B)

Step #3 - Determine Base Amount for Local Agency

AB 2788 includes a growth factor provision that is equal to the previous years' growth in Proposition 172 revenues. The Auditor-Controller's office will provide cities with this amount. If appropriate, this amount should be added to the AB 2788 Base Year.

Line 3.1. Growth Amount \$1,506

Line 3.2. Total Base Amount for Local Agency 1,127,283
(Total 2.1 and 3.1)

Step #4 - Determine AB 2788 Public Safety Budget for Certification Year

The city should determine the AB 2788 Public Safety Budget for the certification year. The city should include the same departments and adjustments that were included in their AB2788 base year calculation. Please complete Form C to provide the following:

Line 4.1. Total AB 2788 Public Safety Budget 2,560,607
(Total Adjusted AB 2788 Budget for Certification Year detailed in Form C)

Step #5 – AB 2788 Maintenance of Effort (MOE) Calculation

Please complete the Auditor-Controller AB 2788 Certification form using the above information. The calculation would be as follows:

Amount of Line 4.1 - Amount of Line 3.2 = Amount Over or (Under) AB 2788 MOE Requirement.

Form B: AB2788 Maintenance-of-Effort (MOE) Base Year Calculation

Please complete the following Form to calculate the AB2788 MOE base year. Describe all AB2788 adjustments in the space provided below.

Public Safety Department	1992-93 Adopted Budget	18 Adjustments & PSAF Growth Factor																								Adjusted AB2788 Base Year		
		(1) 93-94	(2) 94-95	(3) 95-96	(4) 96-97	(5) 97-98	(6) 98-99	(7) 99-00	(8) 00-01	(9) 01-02	(10) 02-03	(11) 03-04	(12) 04-05	(13) 05-06	(14) 06-07	(15) 07-08	(16) 08-09	(17) 09-10	(18) 10-11	(19) 11-12	(20) 12-13	(21) 13-14	(22) 14-15	(23) 15-16	(24) 16-17			
Fire Department																											0	
Police Department																												0
Growth Amount	1,101,140	0	0	0	0	0	3,946	1,614	1,043	2,552	-2,035	516	950	2,977	1,574	1,845	0	-3,275	-1,481	1,831	4,054	4,043	2,667	1,816	1,506	1,127,283		
																											0	
																											0	
																											0	
																											0	
																											0	
																											0	
																											0	
Total	0																										0	

AB2788 MOE

Adjustments **Comments:**

- 1) The City of Lindsay has a single combined budget for Police/Fire Protection services as all officers are cross-trained and certified as police and firefighters
- 2)
- 3)
- 4)
- 5)
- 6)

Completed By: Justin Poore, Director Phone: 559- Date: 09-13-2016

Form C: AB2788 Maintenance-of-Effort (MOE) Certification Year Calculation

Certification Year: 2016/17

Please complete the following Form to calculate the AB2788 MOE certification year budget. Describe all AB2788 adjustments in the space provided below.

Public Safety Department	Certification Year Adopted Budget	AB2788 Adjustments													Adjusted AB2788 Base Year	
		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)		
Fire Department																0
Police Department																0
																0
																0
																0
																0
																0
																0
																0
																0
																0
																0
																0
																0
																0
Total																0

AB2788 MOE Adjustments Comments:

- 1) See attached FY17 Approved Budget
- 2) The City of Lidnsay has a single combined budget for Police/Fire Protection services; all officers are cross-trained and certified as police and firefighters
- 3)
- 4)
- 5)

Completed by: Justin Poore, Director of Fin Phone: 559-562 Date: 09-13-2016

**TULARE COUNTY & CITIES
SCHEDULE OF MOE CALCULATIONS
FOR PUBLIC SAFETY AUGMENTATION FUND (PROP 172)
ESTIMATES FOR 2016-17**

	2015-16 ACTUAL (1)	2014-15 ACTUAL (2)	Growth Amount (1 - 2)
County	30,835,329	29,899,377	935,952
Dinuba	84,244	81,687	2,557
Exeter	75,069	72,790	2,279
Farmersville	19,945	19,340	605
Lindsay	49,615	48,109	1,506
Porterville	220,354	213,666	6,688
Tulare	361,637	350,660	10,977
Visalia	648,128	628,456	19,672
Woodlake	21,856	21,193	663
	32,316,177	31,335,278	980,899

Enter the Growth Amount on Line 3.1 of Form A, MOE Calculation Worksheet.
This amount is added to your Base Year budget.

- (1) September 2015 through August 2016
- (2) September 2014 through August 2015

FUND: 101 - GEN FUND
 DEPT: 4110-PUBLIC SAFETY

EXPENSE

AC#	Description	Actual Expense FY 2014	Actual Expense FY 2015	Council Approved FY 2016	Expense Thru 2/10/2016	Projected FY 2016	Requested FY 2017	Council Approves FY 2017
010-001	Salaries - Regular F/T	1,240,617	1,207,695	1,047,000	802,854	1,130,000	1,162,210	
010-002	Salaries - Part Time	30,202	50,415	25,000	28,646	31,600	32,500	
010-003	Overtime	70,989	70,217	67,500	52,791	63,900	65,720	
015-000	Benefits	830,238	802,969	705,300	19,142	757,100	778,680	
021-000	Office Supplies	3,942	4,975	4,500	1,151	2,000	4,500	
022-000	Depart'l Operating Supp.	10,625	8,405	8,700	2,207	5,000	8,700	
022-012	Vehicle Fuel & Oil	56,496	36,180	45,000	27,700	47,500	45,000	
022-015	Vehicle Repair & Maint	53,998	44,188	40,000	23,924	41,000	40,000	
023-000	Repair & Maint Supplies	3,275	4,537	3,800	1,026	2,000	3,800	
024-000	Special Dept'l Supplies	9,004	4,319	7,200	2,383	5,000	7,200	
024-004	Personal Equipment	1,899	4,408	7,500	992	2,500	7,500	
024-005	Uniform Allowance	16,382	16,587	13,600	8,735	15,000	13,600	
025-000	Small Tools & Equipment	1,889	3,892	2,000	451	800	2,000	
030-010	Animal Control Services	9,952	10,976	9,500		15,000	9,500	
031-000	Professional Services	6,386	15,303	6,500	6,738	11,600	6,500	
031-001	Central Dispatch	24,967	10,193	65,000		-	65,000	
031-002	Booking Fees		1,642	3,000	1,688	2,000	3,000	
031-003	Thunderbolt Officer	10,336	5,498	3,500	1,806	3,100	3,500	
031-005	Radio Maintenance	4,455	8,081	8,500	2,373	5,000	8,500	
031-010	Animal Control Charges				6,075	-		
032-001	Utilities - SCE	16,306	17,572	14,200	9,095	15,600	14,200	
032-002	Utilities - SoCal Gas	1,871	1,361	2,565	2,291	3,900	2,565	
033-001	Communications - GTE	20,617	27,160	19,911	18,083	31,000	19,911	
034-000	Insurance -Work Comp/Liab	106,007		77,071		-	77,071	
035-000	Advertising, Printing & Bind	1,426	905	1,000	1,491	2,600	1,000	
036-008	Office Equip. Maint.	6,876	14,628	13,500	10,166	17,400	13,500	
037-000	Other Service & Charges	8,532	9,383	8,500	7,587	13,000	8,500	
037-004	Dues & Subscriptions	3,391	6,993	2,700	2,260	3,900	2,700	
037-008	Training & Seminars	10,814	8,188	8,000	4,519	5,000	8,000	
038-002	Meeting & Travel	2,481	139	250	1,138	2,000	250	
039-001	LIVE SCAN	8,627	8,927	7,000	2,000	3,500	7,000	
039-001	DOJ Vest Grant - Vests	15,932				-		

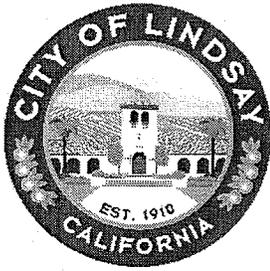
051-007	COPS SLESF	102,040	87,078	100,000	55,668	95,400	100,000	
058-001	Asset Forfeiture Program	17,155				-		
066-001	New Vehicle Equip	1,477		1,500	754	1,000	1,500	
066-007	DUI Trust Fund & Lab Fees	9,295	8,564	7,500	1,574	2,000	7,500	
066-008	DOJ CLETS Line					-		
066-011	Homeland Security		22,241			-		
066-017	K-9 Supplies and Equipment		697		520	1,000		
095-005	AB109 Detail	50	174	28,500		-	28,500	
095-006	School Resource Office					-		
Total Operational Expenses		2,718,549	2,524,490	2,365,297	1,107,828	2,337,400	2,559,607	-
Capital Outlay								
066-000	Lease-Purchase:		11,400	15,800	15,000	1,000	1,000	
Total Capital Outlay		-	11,400	15,800	15,000	1,000	1,000	-
Total Operations&Capital Outlay		2,718,549	2,535,890	2,381,097	1,122,828	2,338,400	2,560,607	-

**Capital Outlay to replace outdated Records Management computer system*

**Salary increase of 1.5% + \$250/yr for Firefighter Pay + Uniform Allowance increase of \$150 + increase \$100 for Court Standby*

**Added 8 hours of holiday pay (total of 96 hours) which is paid one-time per year lump sum in December*

2016-17 requested salary and benefit increases use a weighted increase of 2.85% over the 2015-16 cost projections.



DATE : October 11, 2016
TO : Mayor Padilla and City Council Members
FROM : Bill Zigler, City Manager
RE : Audit Engagement Letter

ACTION:

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

MEMO

Attached for Consent is the Audit Engagement Letter from Brown Armstrong. Brown Armstrong has a contract to complete the fiscal year 2016/2017 audit for the City of Lindsay. The engagement letter is standard operating procedures for Auditors to provide explaining the scope of work they will complete to satisfy the fiscal year audit of financial matters. The engagement letter outlines the service Brown Armstrong will provide and the cost of said services. This year, the audit will cost the city an amount not to exceed \$85,000, and is anticipated to begin in the last week of November. It is expected that the audit will be completed by the end of January 2017.

COPY

BROWN
ARMSTRONG

CERTIFIED
PUBLIC
ACCOUNTANTS

BROWN ARMSTRONG

Certified Public Accountants

August 24, 2016

To the Honorable Members of
The City Council of Lindsay and
Mr. Justin Poore, Finance Director
City of Lindsay
PO Box 369
Lindsay, California 93247

**BAKERSFIELD OFFICE
(MAIN OFFICE)**

4200 TRUXTUN AVENUE
SUITE 300
BAKERSFIELD, CA 93309
TEL 661.324.4971
FAX 661.324.4997
EMAIL: info@bacpas.com

FRESNO OFFICE

7673 N. INGRAM AVENUE
SUITE 101
FRESNO, CA 93711
TEL 559.476.3592
FAX 559.476.3593

PASADENA OFFICE

260 S. LOS ROBLES AVENUE
SUITE 310
PASADENA, CA 91101
TEL 626.204.6542
FAX 626.204.6547

STOCKTON OFFICE

5250 CLAREMONT AVENUE
SUITE 150
STOCKTON, CA 95207
TEL 209.451.4833

Dear Members and Mr. Poore:

We are pleased to confirm our understanding of the services we are to provide the City of Lindsay (the City) for the year ended June 30, 2016. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City as of and for the year ended June 30, 2016. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by accounting principles generally accepted in the United States of America and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedules
- 3) Schedule of Proportionate Share of the Net Pension Liability
- 4) Schedule of Contributions
- 5) Other Post Employment Benefits Schedule
- 6) Schedule of Funded Status, if required

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and

To the Honorable Members of
The City Council of Lindsay and
Mr. Justin Poore, Finance Director
City of Lindsay
August 24, 2016
Page Two

reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole:

- 1) Schedule of Expenditures of Federal Awards, if applicable
- 2) Introductory Section
- 3) Non-Major Fund Combining Statements and Schedules

We will also perform the following additional services as specified by our audit agreement with the City for fiscal year ended June 30, 2016:

- 1) Compliance and Financial Audit for the Transportation and Transit Funds

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major

To the Honorable Members of
The City Council of Lindsay and
Mr. Justin Poore, Finance Director
City of Lindsay
August 24, 2016
Page Three

program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the City Council of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the City. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by auditing standards generally accepted in the United States of America.

To the Honorable Members of
The City Council of Lindsay and
Mr. Justin Poore, Finance Director
City of Lindsay
August 24, 2016
Page Four

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the City and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in

To the Honorable Members of
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accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the City involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and

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conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with accounting principles generally accepted in the United States of America; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with accounting principles generally accepted in the United States of America; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

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You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Brown Armstrong Accountancy Corporation and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the cognizant agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested,

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access to such audit documentation will be provided under the supervision of Brown Armstrong Accountancy Corporation personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the City. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately November 28, 2016, and to issue our reports no later than March 31, 2017. Thomas Young is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$85,000 for the fiscal year ended June 30, 2016. After the end of the June 30, 2016 fiscal year, the City will have the option to renew for the years ended June 30, 2017 and June 30, 2018 for the same fee agreed upon in this letter. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

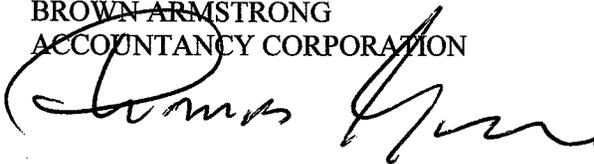
All disputes under this agreement shall be submitted to mediation. Each party shall designate an executive officer empowered to attempt to resolve the dispute. Should the designated representatives be unable to agree on a resolution, a competent and impartial third party acceptable to both parties shall be appointed to mediate. Each disputing party shall pay an equal percentage of the mediator's fees and expenses. Each disputing party shall pay an equal percentage of the mediator's fees and expenses. No suit or arbitration proceedings shall be commenced under this agreement until at least 60 days after the mediator's first meeting with the involved parties. In the event that the dispute is required to be litigated, the court shall be authorized to assess litigation costs against any party found not to have participated in the mediation in good faith.

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We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

BROWN ARMSTRONG
ACCOUNTANCY CORPORATION



By: Thomas M. Young

TMY:srp:jav

Enclosure

Pfx Engagement\48005 6/30/16 Audit\PSR-02-1 Engagement Letter - DRAFT

RESPONSE:

This letter correctly sets forth the understanding of the City of Lindsay.

Management signature: Justin Poore

Title: Finance Director

Date: 9/13/16

Governance signature: _____

Title: _____

Date: _____

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.

**CITY OF LINDSAY
STAFF REPORT
VARIANCE TO ACCESSORY STRUCTURE BUILDING HEIGHT No. 16-30
October 11, 2016**

GENERAL INFORMATION

1. Applicant: Ivan Ceballos Tapia
1182 N. Homassel Ave.
Lindsay, CA 93247
2. Requested Action: A variance to the maximum height of an accessory structure.

PROJECT DESCRIPTION

Variance No. 16-30 (APN: 201-210-054) is a request by Ivan Tapia for a variance to the maximum building height for accessory structures to permit an existing eleven foot, four inches tall accessory structure for property located at 1182 N. Homassel Avenue in the R-1-7 zoning district. The existing accessory structure is situated on the south-east corner of the property and is 225 square feet in size. Per building standards, this size structure would require a building permit should Council approve this variance.

The existing accessory structure encroaches above the maximum accessory structure building height limitation by four feet, four inches. The maximum building height for accessory structures is seven feet, thus the increase of four feet, four inches equates to roughly 60% in difference.

SITE BACKGROUND

The project site is approximately 75 feet by 105 feet, for a total lot area of approximately 7,875 square feet along the east side of North Homassel Avenue. Currently the property has a single family home that is roughly 2,280 square feet in size.

Residential uses lie to the north, south, east and west.

COMPATIBILITY WITH EXISTING ZONING, PLANS AND POLICIES

General Plan, Zoning and Land Use: The Lindsay General Plan designates the subject property for single family residential development; the property is zoned R-1-7 (Single Family Residential) and fronts onto Homassel Avenue. Section 18.07.050.F.2 of the zoning ordinance permits accessory structures less than seven feet in height to be located within any portion of a required side yard. Allowing the accessory structure to exist results in encroaching above the maximum garden structure height allowed by four feet four inches. This encroachment requires approval of a variance, per section 18.21.020 of the zoning ordinance.

Section 18.21.020 of the zoning ordinance states that “the city council may grant variances to the regulations prescribed by this title only with respect to fences and walls, site areas, width, frontage, depth, coverage, front yard, rear yard, side yards, **height of structures**, distances between structures, off-street parking facilities and off-street loading facilities.”

The city council may grant a variance if it makes the following findings:

- That there are special circumstances or conditions applicable to the property involved, such that strict or literal interpretation and enforcement of the specified regulation would deprive the applicant of privileges enjoyed by owners of other properties classified in the same zoning district.
- That the granting of the variance will not constitute a grant of special privilege inconsistent with the limitations on other properties classified in the vicinity and in the same zoning district.

PROJECT EVALUATION

Staff finds that the request for variance is consistent with the requirements of the variance chapter of the zoning ordinance. The following should be considered regarding the requested variance:

- The primary intent of limiting accessory structure height is so that neighbors are not forced to see unsightly or unprofessional structures on a daily basis. Planning Staff finds the design to have high aesthetic appeal and defer to the public hearing portion of the variance process so that neighbors can support or protest the project as proposed.
- The secondary intent of limiting accessory structure height is to deter the use of these structures as living space and to prevent overcrowding in residential areas. Planning Staff finds the additional height to be necessary to allow the applicant to properly store and secure his all-terrain vehicles. In addition, the structure does not have access to water or electrical outlets, and is not insulated. All of these items are indicators of living space and this accessory structure has none of these.
- A survey of similarly zoned properties in the north-central portion of the city reveals that six variances (Variance 08-37, 08-43, 10-07, 10-08, 10-16 and 16-25), have been granted since 2008 to the maximum height limitation of accessory/garden structures; therefore, the granting of the variance would not constitute a grant of special privilege, inconsistent with the limitations on other properties classified in the vicinity and in the same zoning district.
- The granting of a variance is a discretionary approval. Council may *deny* the request, *approve* the request, or *approve the request with conditions*.

Staff would also like to note that the existing accessory structure was placed by the property owner without their knowledge of the City’s requirements. The purpose of this request is to seek permission to keep the structure as built.

ENVIRONMENTAL REVIEW

California Environmental Quality Act (CEQA) Article 19 §15303 identifies “New Construction of Small Structures.” as Categorically Exempt. A draft Notice of Exemption has been prepared.

RECOMMENDATION

Staff recommends that the City Council approve Variance No. 16-30, based on these findings and with the following conditions:

1. The new accessory structure would consist of professional build quality in both materials and craftsmanship.

ATTACHMENTS

- Draft Resolution 16-46
- Zoning map
- Structure Pictures

RESOLUTION NO. 16-46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY APPROVING VARIANCE NO. 16-30, A REQUEST BY IVAN CEBALLOS TAPIA FOR A VARIANCE TO ACCESSORY/GARDEN STRUCTURE HEIGHT LIMITATIONS FOR THE R-1-7 ZONING DISTRICT TO FACILITATE THE PLACEMENT OF A STORAGE SHED, FOR PROPERTY LOCATED AT 1182 N. HOMASSEL AVE, LINDSAY CA 93247 (APN: 201-210-054).

At a regular meeting of the City Council of the City of Lindsay, held October 11, 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, Variance Application No. 16-30 was filed pursuant to the regulations contained in Ordinance No. 437, the Zoning Ordinance of the City of Lindsay; and

WHEREAS, the City Council of the City of Lindsay, after ten (10) days published notice, did hold a public hearing before the Council on October 11, 2016; and

WHEREAS, planning staff has prepared necessary investigations and a staff report of information bearing upon the variance application, and has advised the Council that a variance to the height limitation of accessory/garden structures of Zoning Ordinance Section 18.07.050.F.2 would be required in order to approve the request for the placement of the requested eleven-feet, four-inch tall accessory structure at this location; and

WHEREAS, the project is categorically exempt from the provisions of the California Environmental Quality Act Article 19 §15303, which identifies "New Construction of Small Structures" as exempt. On the basis of the Categorical Exemption, the City of Lindsay has prepared a Notice of Exemption.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lindsay makes the following specific findings based on the evidence presented:

1. There are special circumstances or conditions applicable to the property involved, such that strict or literal interpretation and enforcement of the accessory structure height requirement of the zoning ordinance would deprive the applicant of privileges enjoyed by the owners of other properties classified in the same zoning district.

2. A survey of similarly zoned properties in the north-central portion of the city reveals that six variances (Variance 08-37, 08-43, 10-07, 10-08, 10-16 and 16-25), have been granted since 2008 to the maximum height limitation of accessory/garden structures; therefore, the granting of the variance would not constitute a grant of special privilege, inconsistent with the limitations on other properties classified in the vicinity and in the same zoning district.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of Lindsay finds that the proposed variance request is consistent with provisions of the City of Lindsay Zoning Ordinance (Municipal Code Title 18).

BE IT FURTHER RESOLVED, that the City Council of the City of Lindsay hereby

approves Variance Application No. 16-30 subject to the following conditions:

SECTION 1. That the accessory structure shall be maintained with high-quality materials and craftsmanship over the course of its existence or be subject to removal.

SECTION 2. That the accessory structure shall meet all requirements of the latest approved building code as determined by the City Building Inspector through the Building Permit process.

SECTION 3. That all other city codes and ordinances shall apply.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Lindsay this 11th day of October, 2016.

ATTEST:

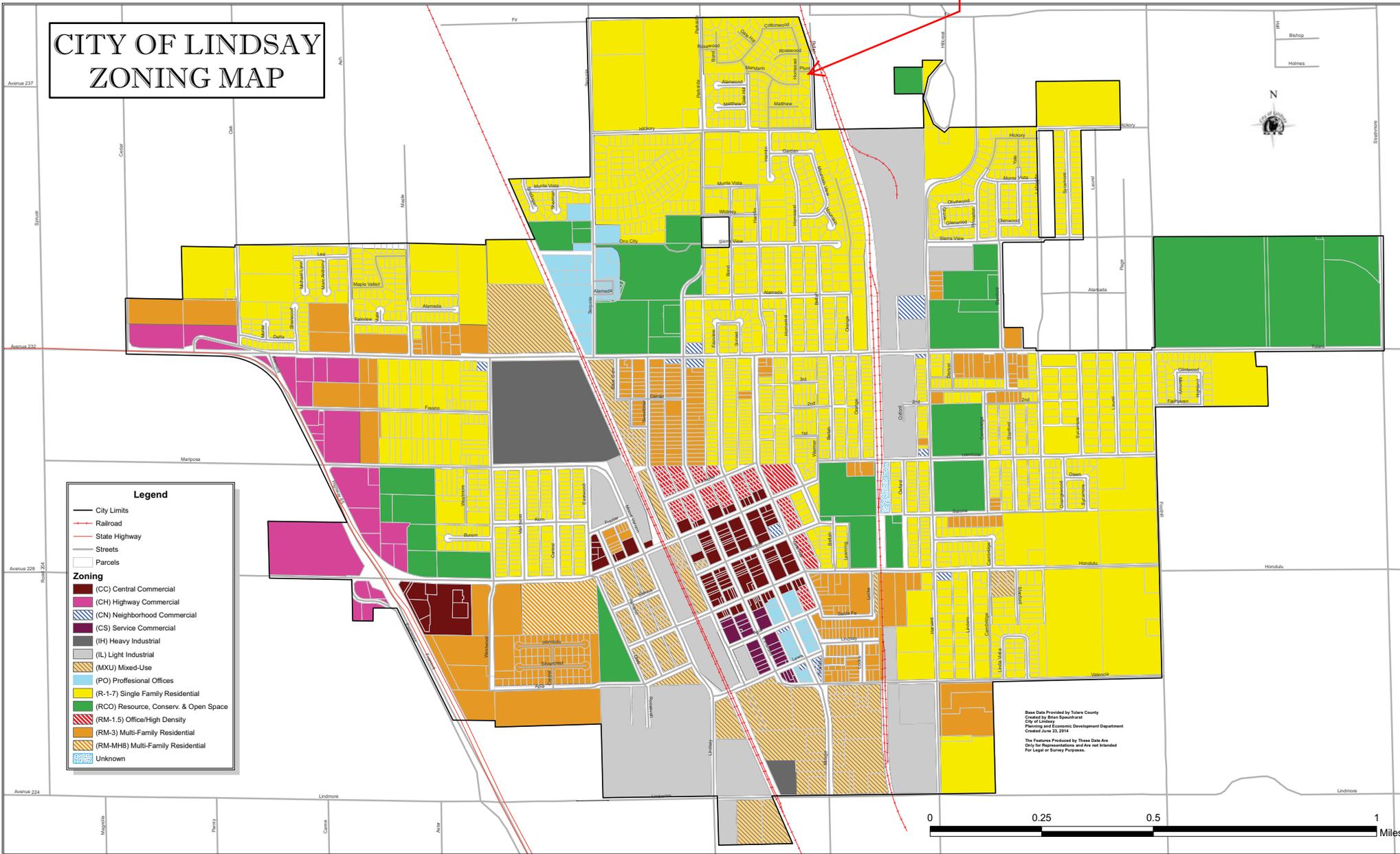
CITY COUNCIL OF THE CITY OF LINDSAY

Carmela Wilson, City Clerk

Ramona Villarreal-Padilla, Mayor

CITY OF LINDSAY ZONING MAP

Project Site



Legend

- City Limits
- Railroad
- State Highway
- Streets
- Parcels

Zoning

- (CC) Central Commercial
- (CH) Highway Commercial
- (CN) Neighborhood Commercial
- (CS) Service Commercial
- (IH) Heavy Industrial
- (IL) Light Industrial
- (MXU) Mixed-Use
- (PO) Professional Offices
- (R-1-7) Single Family Residential
- (RCO) Resource, Conserv. & Open Space
- (RM-1.5) Office/High Density
- (RM-3) Multi-Family Residential
- (RM-MH8) Multi-Family Residential
- Unknown

Base Data Provided by Tulare County
 Created by Brian Spahrhurst
 City of Lindsay
 Planning and Economic Development Department
 Created June 23, 2014
 The Features Produced by These Data Are
 Only for Representations and Are not Intended
 For Legal or Survey Purposes.







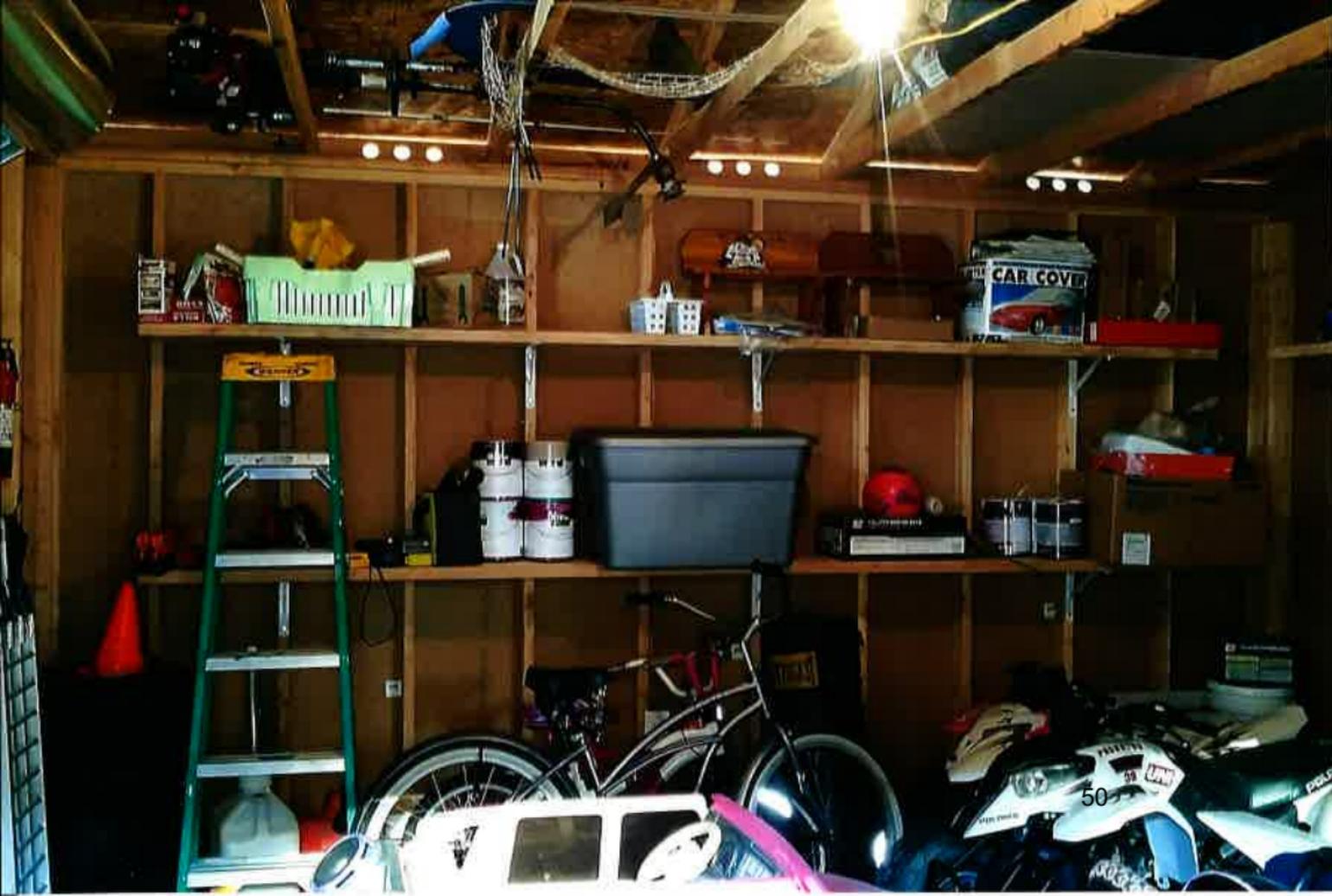












**CITY OF LINDSAY
STAFF REPORT
PLANNING PROJECT NUMBER 16-37
(Acceptance of Real Property from Stone Family)
October 11, 2016**

GENERAL INFORMATION

1. Applicant: David, Larry, and Carol Stone
2100 E. Tulare Avenue
Tulare, CA 93274
2. Requested Action: Acceptance of Gift of Real Property from Stone Family (APNs: 199-200-028 & 199-140-048).

DESCRIPTION AND EVALUATION

David Stone approached the City regarding gifting approximately three (3) acres of real property owned by his family to the City. The subject property is located approximately 175 feet north of West Hermosa Street and 666 feet east of State Route 65, adjacent to the Burger King, Country Waffle, and Super 8 Motel (see attached aerial photograph). The real property is zoned highway commercial (CH) and resource, conservation and open space (RCO)(zoning map attached).

The gift of property was discussed with Council, at which time a Preliminary Title Report was obtained and a Phase 1 Environmental Inspection was requested. Both reports have been reviewed and are favorable and without negative conditions or clouds on the title.

Accepting the gift of real property would cost the City nothing other than the money spent on the aforementioned reports and processing/recordation of deed transfer documents with the County. The Agreement for Donation of Real Property (attached) was reviewed by the city attorney and stipulates that the property cannot be sold for three years in compliance with IRS rules that protect the donor, but imposes no other conditions regarding use or sale.

The Preliminary Title Report, Phase 1 Environmental Inspection and recorded easement/restrictions documents are available for Council and public review if desired.

ENVIRONMENTAL REVIEW

The acceptance of real property gifted by the Stone Family is not a project, per California Public Resource Code (PRC) Section §21065 and is therefore exempt from CEQA.

PRC Section § 21065 states: "Project" means an activity which may cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and which is any of the following:

- (a) An activity directly undertaken by any public agency.
- (b) An activity undertaken by a person which is supported, in whole or in part, through contracts, grants, subsidies, loans, or other forms of assistance from one or more public agencies.
- (c) An activity that involves the issuance to a person of a lease, permit, license, certificate, or other entitlement for use by one or more public agencies.

This activity will not cause a direct physical change in the environment and it will not cause a reasonably foreseeable indirect physical change in the environment. No development is proposed through this activity, and all zoning and general plan designations will remain the same. The result of this activity will be limited to legal ownership of property and any/all environmental factors that exist now will remain the same once the activity is completed. Any future development of said property would be considered a project and would be subject to CEQA review at that time.

RECOMMENDATION

Staff recommends that City Council:

1. Adopt the attached resolution to accept, via gift deed, the real property as described in the resolution.
2. Authorize the city manager to sign all necessary documents to accomplish said acceptance.
3. Direct staff to record the gift deed with the County of Tulare.

ATTACHMENTS

- Draft Resolution 16-48
- Aerial photo showing property in question
- Zoning Map
- Agreement for Donation of Real Property

RESOLUTION NO. 16-48

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY
AUTHORIZING THE ACCEPTANCE OF APPROXIMATELY 3 ACRES
OF REAL PROPERTY KNOWN AS THE STONE FAMILY PROPERTY
(APN'S: 199-200-028 AND 199-140-048) VIA GIFT DEED.**

At a regularly scheduled meeting of the City Council of the City of Lindsay, held October 11, 2016, at the hour of 6:00 p.m. in the Council Chambers of City Hall, Lindsay, California 93247, the following resolution was adopted:

THAT WHEREAS, David Stone has requested to gift approximately 3 acres of real property owned by David, Larry and Carol Stone to the City of Lindsay; and

WHEREAS, City Staff has prepared necessary investigations and prepared a staff report of information bearing upon the acceptance of the gift of real property; and

WHEREAS, said acceptance of real property from David, Larry and Carol Stone by the City of Lindsay is in compliance with local, state and federal requirements; and

WHEREAS, said acceptance of real property is not a project per California Public Resource Code (PRC) Section §21065 and is therefore exempt from the California Environmental Quality Act (CEQA).

NOW, THEREFORE, BE IT RESOLVED, that said acceptance of real property is exempt from further environmental review pursuant to California Public Resource Code (PRC) Section §21065.

NOW, THEREFORE BE IT FURTHER RESOLVED, that the City Council of the City of Lindsay, hereby authorizes the acceptance of real property via gift deed from David, Larry and Carol Stone.

NOW THEREFORE BE IT FURTHER RESOLVED, that said gift deed shall convey all of its right, title and interest in and to all those pieces or parcels of land situated in the City of Lindsay, County of Tulare, State of California, described as follows:

PARCEL 1:

**PARCEL C OF PARCEL MAP NO. 4310, IN THE CITY OF LINDSAY,
COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 44,
PAGE 14 OF PARCEL MAPS, TULARE COUNTY RECORDS.**

PARCEL 2:

**A RECIPROCAL EASEMENT FOR INGRESS AND EGRESS AND
INCIDENTAL MATTERS CONTAINED THEREIN, AS DISCLOSED IN THAT CERTAIN**

**GRANT OF EASEMENT AND DECLARATION OF RESTRICTIONS DATED MAY 30, 1997
AND RECORDED ON JUNE 10, 1997, AS INSTRUMENT NO. 1997-39022, TULARE COUNTY
RECORDS.**

APN: 199-200-028-000 and 199-140-048-000

BE IT FURTHER RESOLVED, that the city manager is hereby authorized to sign all necessary documents to accomplish said acceptance of real property, with said deed to be recorded in the office of the Tulare County Recorder. The foregoing has been authorized by the City Council for the City of Lindsay.

CITY COUNCIL OF THE CITY OF LINDSAY

Ramona Villarreal Padilla, Mayor

ATTEST:

Carmen Wilson, City Clerk

Stone Property

APNs 199-140-048 & 199-200-028

Legend

 Stone Property



Google earth

© 2016 Google



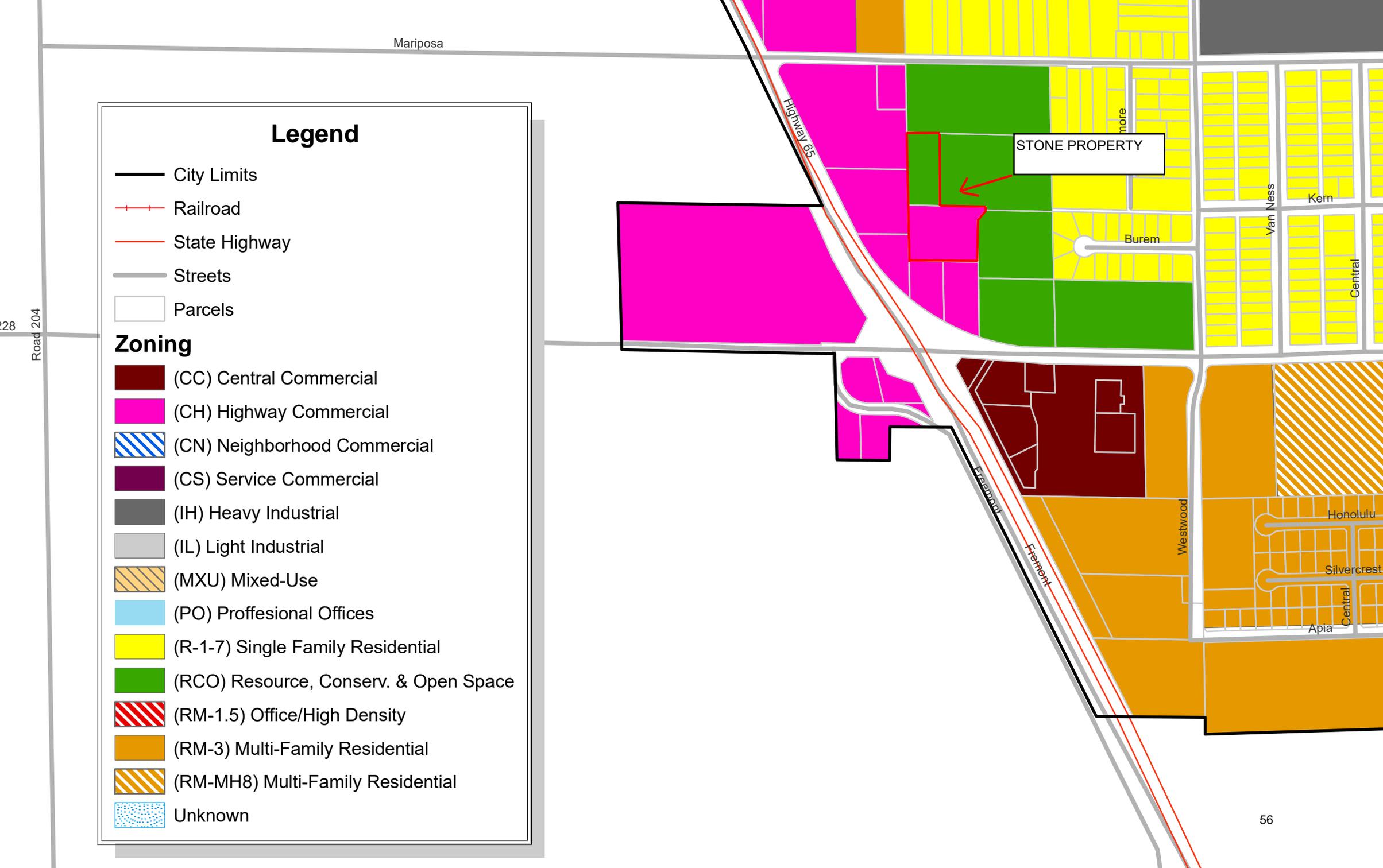
500 ft

Legend

- City Limits
- Railroad
- State Highway
- Streets
- Parcels

Zoning

- (CC) Central Commercial
- (CH) Highway Commercial
- (CN) Neighborhood Commercial
- (CS) Service Commercial
- (IH) Heavy Industrial
- (IL) Light Industrial
- (MXU) Mixed-Use
- (PO) Professional Offices
- (R-1-7) Single Family Residential
- (RCO) Resource, Conserv. & Open Space
- (RM-1.5) Office/High Density
- (RM-3) Multi-Family Residential
- (RM-MH8) Multi-Family Residential
- Unknown



AGREEMENT FOR DONATION OF REAL PROPERTY

This AGREEMENT FOR DONATION OF REAL PROPERTY (“**Agreement**”) is made and entered into this ___ day of October, 2016 (“**Effective Date**”), by and between David M. Stone, Larry E. Stone and Carol E. Stone (“**Collectively Donors**”), and the City of Lindsay (“**Grantee**”), a municipal corporation. Donors and Grantee are sometimes collectively referred to herein as the “Parties” and singularly as a “Party.” This Agreement is made with reference to the following facts:

RECITALS

A. Donors own real property consisting of approximately 129,501 square feet of open land zoned highway commercial and resource conservation and open space North of West Hermosa Street and East of State Route 65, more accurately described in Exhibit 1 (“**Donation Property**”) located in Lindsay, Tulare County, California. Donors possess the authority to grant the Donation Property with all rights, privileges, easements and appurtenances thereto.

B. Donors as proponents of City and wishing to benefit the City and continue their support of the City, wish to donate the Donation Property to the City to be used solely for City purposes.

C. Grantee wishes to accept the donation of the Donation Property from Donors, in accordance with the provisions of this Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

1. **Gift and Acceptance.** Donors hereby donate to Grantee and Grantee hereby accepts Donors’ donation of the Donation Property. The transfer of the Donation Property shall be consummated by means of a Gift Deed in the form of Exhibit 2 to this Agreement. Grantee shall attach to the Gift Deed a certificate or resolution of acceptance as required by California Government Code Section 27281. The Gift Deed and certificate or resolution of acceptance shall be recorded by Grantee with the Tulare County Recorder’s office within five (5) days after the Effective Date.

2. **No Consideration.** Except for the mutual covenants and agreements contained in this Agreement, the Grantee has given no consideration, directly or indirectly, to for the Donation Property and Donors have not received any consideration, directly or indirectly, from the Grantee for the Donation Property. Grantee acknowledges and understands that as a result of the conveyance and donation of the Donation Property to the Grantee, Donors intend to take all appropriate charitable deductions against Donors’ State and Federal income taxes (including, without limitation, under Internal Revenue Code Sections 170(s) and 2055 (a) and California Revenue and Taxation Code Section 17201) using any and all values and valuation with respect to the Donation Property, which Donor may reasonably support. In accordance with Internal Revenue Code Section 170(f)(8), the Grantee acknowledges that it has not and will not provide any goods or services to Donors in consideration of the donation of the Donation Property.

3. **Appraisal.** Donors at their sole expense have retained Dennis L. Schneider, MAI, SRA, Appraisal ID Number AG009026 who has appraised the Donation Property (“**Appraisal**”) in order to establish the fair market value of the Donation Property. A copy of the Appraisal has been

provided to Grantee. The Appraisal establishes a fair market value for the Donation Property as of July 15, 2016 of Five Hundred Fifty Thousand Dollars (\$550,000.00). Grantee has no position as to the Appraisal. Donors are and shall remain solely responsible for the preparation and filing of any and all Internal Revenue Service documents applicable to its donation of the Donation Property as well as any and all tax consequences to Donor arising from such donation.

4. **Reporting Requirements.** Grantee shall reasonably cooperate with Donor in complying with any State and Federal reporting requirements applicable to the donation of the Donation Property. By way of example and not by way of limitation, at Donors' request, the Grantee shall execute Internal Revenue Service Form 8283, prepared by Donors, with respect to the donation of the Donation Property to the Grantee. Grantee shall not dispose of the Donation Property within three (3) years after recordation of the Gift Deed.

5. **Possession.** Donors shall deliver possession of the Donation Property to Grantee at the time the Gift Deed is recorded by the Grantee.

6. **Condition of Property.** Grantee acknowledges and agrees that except as otherwise provided herein, neither Donors nor any employee, agent or representative of Donors have made any representation or warranty to Grantee concerning the Donation Property, including, without limitation, the suitability of the Donation Property for Grantee's intended use or its compliance with any statutes, ordinances, rules or regulations or the physical status of the Donation Property. Grantee shall perform and rely solely upon its own independent investigation concerning the Donation Property and the Donation Property's compliance with any applicable law. Grantee acknowledges that it is acquiring the Donation Property subject to all existing laws, ordinances, rules and regulations, and that neither Donors nor any of Donors' representatives, agents or employees have made any warranties, representations or statements regarding any laws, ordinances, rules and regulations of any governmental or quasi-governmental body, entity, district or agency having authority with respect to the use, condition or occupancy of the Donation Property. Grantee acknowledges and agrees the Donation Property is donated "AS IS WHERE IS AND WITH ALL FAULTS".

7. **Existing Surveys and Reports.** Within ten (10) days after Donors' execution of this Agreement, Donors shall furnish Grantee with copies of all existing surveys, soil reports, engineering studies, environmental audits or reports, site plans, and other information in Donors' possession pertaining to the Donation Property.

8. **Covenants, Warranties, and Representations of Grantors.** Grantors hereby make the following covenants, representations and warranties:

(a) Except as otherwise disclosed herein, Donors' execution of this Agreement and performance of its obligations hereunder will not violate any agreement, option, covenant, condition, obligation or undertaking of Donors related to the Donation Property.

(b) Except as otherwise disclosed herein, to Donors' actual knowledge there are no actions, suits, or proceedings of any kind or nature whatsoever, legal or equitable, pending or to the , threatened against Donors or the Donation Property, and relating to or arising out of Donors' ownership, management, or operation of the Donation Property, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, agency, or other governmental instrumentality.

(c) There are no leasehold agreements with third parties which currently convey a tenancy interest of any kind in the Donation Property.

(d) Donors will not market the Donation Property for sale or disposition to any other party while this Agreement is in effect.

(e) To Donors' current actual knowledge, the Donation Property currently is in compliance in all respects with the rules, regulations, ordinances and laws of all governmental authorities having jurisdiction over the Donation Property.

(f) Donors shall notify Grantee immediately if Donors becomes aware of any new information or material change concerning the Donation Property prior to recordation of the Gift Deed that affects the representations and warranties of Donors under this Agreement.

(g) Donors are unaware of the release of any hazardous material at the Donation Property while Donors were owners of the Donation Property that may be subject to any federal, state, or local law, statute, ordinance, or regulation, and Donors are unaware of any underground storage tanks that are or may have been located at the Donation Property.

9. Covenants, Warranties, and Representations of Grantee. Grantee hereby makes the following covenants, representations and warranties:

(a) Grantee has the authority to enter into this Agreement, to accept the donation of the Donation Property and receive the Donation Property, and to otherwise perform as set forth herein. The person executing this Agreement on behalf of Grantee has the full legal authority and is duly authorized to sign this Agreement on behalf of Grantee and to bind Grantee to all of the terms and conditions of this Agreement.

(b) Grantee's execution of this Agreement and performance of its obligations hereunder will not violate any agreement, option, covenant, condition, obligation or undertaking of Grantee or any law, rule, regulation or ordinance.

(c) There are no actions, suits, or proceedings of any kind or nature whatsoever, legal or equitable, pending or, to the best of Grantee's knowledge, threatened against Grantee, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, agency, or other governmental instrumentality seeking to challenge Grantee's ability or right to accept the Donors' donation of the Donation Property and take title to the Donation Property.

10. Survival of Warranties. The satisfaction, truth, accuracy and completeness of each of the representations, warranties and covenants of Grantee and Donors contained in this Agreement, as of the date of this Agreement and as of the recording of the Gift Deed, shall constitute conditions precedent to the obligations of Donors and Grantee, respectively, hereunder. All representations, warranties, covenants, obligations, responsibilities and agreements set forth in this Agreement shall survive the recordation of the Grant Deed.

11. Brokerage Commissions. Grantee and Donors each represent and warrant to the other that it has not engaged the services of any real estate broker, salesperson, agent or finder, nor done any other act nor made any statement, promise or undertaking which would result in the imposition of liability for the payment of any real estate brokerage commission, finder's fee or otherwise in connection with the transaction described in this Agreement.

12. Notice. Except as otherwise expressly provided herein, any notice, consent, authorization or other communication to be given hereunder shall be in writing and shall be deemed

duly given and received when delivered personally, when transmitted by facsimile or e-mail if receipt is acknowledged by the addressee, one business day after being deposited for next-day delivery with a nationally recognized overnight delivery service, or five (5) business days after being mailed by first class mail, charges and postage prepaid, properly addressed to the party to receive such notice at the last address furnished for such purpose by the party to whom notice is directed and addressed as follows:

To Grantee: City of Lindsay
c/o William Zigler
251 E. Honolulu Street
Lindsay, CA 93247

And To Grantee's Legal Counsel: Mario U. Zamora
Griswold, LaSalle, Cobb, Dowd & Gin L.L.P.
111 E. Seventh Street
Hanford, CA 93230
FAX: (559) 582-3106

To Donors: Larry Stone
2100 East Tulare Avenue
Tulare, CA 93274

And to Donors' Legal Counsel: Michael J. Noland, Esq.
Kahn, Soares & Conway, LLP
219 N. Douty Street
Hanford, CA 93230
FAX: (559) 584-3348

13. Sole and Only Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the matters set forth herein and contains all of the covenants and agreements between the parties regarding said matters. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or anyone acting on behalf of any party that are not embodied in this Agreement and no other agreement, statement or promise shall be valid or binding.

14. Further Action. The Parties agree to perform all further acts, and to execute, acknowledge, and deliver any documents that may be reasonably necessary, appropriate or desirable to carry out the purposes of this Agreement.

15. Waiver. A waiver of any breach of this Agreement by any Party shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or any other provision of this Agreement.

16. Choice of Laws. This Agreement shall be governed by the laws of the State of California and any question arising hereunder shall be construed or determined according to such law.

17. **Counterparts.** This Agreement may be signed by the Parties in different counterparts and the signature pages combined to create a document binding on all Parties.

18. **Attorneys' Fees.** In the event of any action between Donor and Grantee seeking enforcement of any of the terms and conditions of this Agreement, or in connection with the Real Property, the prevailing Party in such action shall be awarded, in addition to damages, injunctive or other relief, its reasonable costs and expenses, including, but not limited to, taxable costs and reasonable attorneys' fees.

19. **Amendment.** No change, amendment or modification of this Agreement shall be valid unless the same be in writing and signed by the parties hereto.

20. **Authority to Execute the Agreement.** This Agreement has been approved by the City Council for the City of Lindsay ("City Council") at a meeting duly called and lawfully held by the City Council. The person executing this Agreement on behalf of the Grantee has been duly authorized by the City Council to execute this Agreement on behalf of Grantee and to bind Grantee to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first hereinabove written.

"DONORS"

Dated: 10/1, 2016

By: 
DAVID M. STONE

Dated: 10/1, 2016

By: 
LARRY E. STONE

Dated: Oct. 1, 2016

By: 
CAROL E. STONE

"GRANTEE"

Dated: _____, 2016

By: _____
Lindsay City Manager,
WILLIAM ZIGLER, on behalf of
City of Lindsay

Exhibit A

LEGAL DESCRIPTION

Real property in the City of Lindsay, County of Tulare, State of California, described as follows:

PARCEL 1:

PARCEL C OF PARCEL MAP NO. 4310, IN THE CITY OF LINDSAY, COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 44, PAGE 14 OF PARCEL MAPS, TULARE COUNTY RECORDS.

PARCEL 2:

A RECIPROCAL EASEMENT FOR INGRESS AND EGRESS AND INCIDENTAL MATTERS CONTAINED THEREIN, AS DISCLOSED IN THAT CERTAIN GRANT OF EASEMENT AND DECLARATION OF RESTRICTIONS DATED MAY 30, 1997 AND RECORDED ON JUNE 10, 1997, AS INSTRUMENT NO. 1997-39022, TULARE COUNTY RECORDS.

APN: 199-200-028-000 and 199-140-048-000

Exhibit B

Gift Deed and Certificate or Resolution of Acceptance