



# LINDSAY CITY COUNCIL MEETING: REGULAR MEETING

251 E. Honolulu St., Lindsay, CA 93247

Tuesday, April 24, 2018 @ 6:00PM

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CALL TO ORDER:	6:00pm
ROLL CALL:	Council Members Velasquez, Watson, Cortes, Mayor Pro Tem Salinas & Mayor Kimball
PLEDGE:	Council Member Watson
INVOCATION:	Bishop Kirk Ingoldsby, The Church of Jesus Christ of Latter-Day Saints
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 three minutes per person, with 30 minutes overall for the entire comment period, unless otherwise indicated by the Mayor. Participants speak at the stand after clearly stating their name for the Clerk.

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<b>1 COUNCIL REPORTS</b> Council Members	City Council Members report on recent, current or upcoming events, activities or matters.
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<b>2 LHS STUDENT REPORT</b> Denise Macias	Student reports on recent, current or upcoming events, activities or matters related to the High School.
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<b>3 STAFF REPORT</b> Bill Zigler, City Manager	City Manager reports on recent, current or upcoming events, activities or matters.
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<b>4 CONSENT CALENDAR</b> Mayor Kimball Agenda Packet Pages 1-16	<ol style="list-style-type: none"><li>1. City Council Meeting Minutes for April 10, 2018</li><li>2. Warrant List for April 17, 2018</li><li>3. Treasurers Report for February 2018</li><li>4. Treasurers Report for March 2018</li><li>5. Temporary Use Permit 18-13 Mother's Day Flower Stand</li></ol>
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<b>5 INFORMATIONAL ITEM</b> Paul Saldana	Economic Development Corporation (EDC) Update
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<b>6 RESOLUTION No. 18-19</b> Brian Spaunhurst, Assistant City Planner Agenda Packet Pages 17-23	<b>Conditional Use Permit No. 18-10 – Public Hearing</b> To establish an ambulance service in the Central Commercial (CC) district.
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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](http://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 x 8020. 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.



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<b>7</b>	<b>RESOLUTION No. 18-15</b> Chief Hughes Agenda Packet Pages 24-29	<b>Reducing Crime &amp; Keeping California Safe Act of 2018</b> Will help crack down on repeat offenders and protect our most vulnerable victims from dangerous individuals who take advantage of our laws, our businesses and our communities.
<b>8</b>	<b>RESOLUTION No. 18-16</b> Chief Hughes Agenda Packet Pages 30-31	<b>2018 Tulare County Multi-Jurisdictional Local Hazard Mitigation Plan</b> The City of Lindsay in accordance with Tulare County and surrounding communities have created a multi-jurisdictional hazard mitigation plan to share resources in the event of a catastrophic event requiring the combined efforts of multiple agencies as required by state and federal officials.
<b>9</b>	<b>MINUTE ORDER</b> Mike Camarena, Director of City Services Agenda Packet Pages 32-34	<b>Request Authorization to bid</b> Proposition 1 – Well 14 and New Production Test Well
<b>10</b>	<b>MINUTE ORDER</b> Mike Camarena, Director of City Service Agenda Packet Pages 35-57	<b>Energy Audit Request for Proposals (RFP)</b> The City is proposing to pursue a qualified consultant via a Request for Proposal (RFP) process for development and implementation of an energy efficiency program and projects.
<b>11</b>	<b>RESOLUTION No. 18-17</b> Mike Camarena, Director of City Services Agenda Packet Pages 58-74	<b>2017-2018 Transit Agreement between The City of Lindsay and the County of Tulare</b> This service agreement specifically provides Dial-A-Ride (DAR) services (also referred to as Demand Services) for Lindsay residents inside the City Limits.
<b>12</b>	<b>RESOLUTION No. 18-18</b> Mike Camarena, Director of City Services Agenda Packet Pages 75-79	Resolution of the City of Lindsay to Adopt a List of Projects Funded by SB1, The Road Repair and Accountability Act.
<b>13</b>	<b>ACTION ITEM</b> Bill Zigler, City Manager	Request for Council members to serve on an Ad Hoc Committee To Explore the City's Relationship with the Chamber of Commerce.

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**14 FUTURE AGENDA ITEMS**

Council Member

Council members request items for future agendas.

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**15 ADJOURN**

Mayor Kimball

Council adjourns meeting. The next Regular City Council meeting will be held at 251 E. Honolulu Street, Lindsay at 6:00PM on May 8, 2018.

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 Tuesday, April 10, 2018 @ 6:00PM

CALL TO ORDER: 6:00pm  
 ROLL CALL: Present: Velasquez, Watson, Cortes, and Mayor Pro Tem Salinas  
 Absent with Notice: Mayor Kimball  
 PLEDGE: Mayor Pro Tem Salinas  
 INVOCATION: Reverend Paul Leavens, Lindsay Christian Church

Public Comment	
Ann Edwards	Addressed the Council about noise pollution. Would like to the Friday Night Market to not use leaf blowers after Midnight following the FNM near Mt. Whitney apartments. Recommended an alternative method like a broom or different time like Saturday morning.
Eric Sinclair	He expressed owning part of Chevron and how he came up with Techron when he was younger. He wants the same for Sinclair gasoline, that he would call DinoClean. Expressed he was involved acting and worked with Arnold Schwarzenegger and came up with the show called, The Apprentice. He shared how it speaks volumes for the City of Lindsay.

**1 INFORMATION ITEM** Introduction of 2018 Orange Blossom Queen, Queen’s Court & Honored Couple.  
 Lisa Salinas, Activities Director

Speaker(s)	
Lisa Salinas	Introduced the Queen, her court and the honored couple for the 86 <sup>th</sup> Annual Orange Blossom Festival.
Queen Mariana Gutierrez	Shared her experience in school and time in Spain on a study abroad. She spoke about coming back to Lindsay after receiving her degree and working with the Lindsay Diabetes Program. She received her degree from CSU Monterey Bay.
Nicole Rocha	Plans on going to CSU Channel Islands to work with younger children in education. Shared information about the parade on Saturday.
Marlene Gutierrez	Wants to go to UC Davis to study Psychology. Shared information about Sacred Heart reception on Wednesday.
Audrey Bradford	High School senior who has been involved in several sports and coaching the skimmers. Shared information about the carnival.
Ikonkar Khalsa	Senior at Lindsay High School. Empowered students, horse riding, and other events. Shared information about Bank of the Sierra reception on Friday.
Honored Couple Starr And Yonok Warson	Have been married for 39 years. Came back to Lindsay about 20 years ago. Living in his grandfather’s house now. Involved in many ways in the community. Shared information about the bake off. Expressed appreciation for those involved in the Annual Orange Blossom Festival. This is Lindsay, its history and its future. Expressed feeling of Lindsay always finding a way to survive. Shared information about the pancake breakfast at the fire house on Saturday. Breakfast tickets are \$5.
Mayor Pro Tem Salinas	Presented Proclamations to the court and to the honor couple.
Velasquez	Expressed the importance of the work the court does in the community and expressed gratitude for the work they do to qualify for and be part of the court.



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**2 COUNCIL REPORTS** City Council Members report on recent, current or upcoming events, activities or matters.  
 Council Members

Speaker(s)	
Velasquez	Nothing
Watson	Nothing
Cortes	Back from Japan. It was an amazing experience being in Japan. Encouraged audience to take advantage of the experience of being a sister city with Ono Japan. The Ono Japan International Committee sent a treat. Fundraiser dinner this last week went well. Expressed appreciation to all who have helped. Next April, the Ono delegation will join us. The parade has at least 42 entries so far.
Salinas	Orange Blossom Festival started on Saturday with the coronation. Had the opportunity to spend the week with the Court. They are exceptional young ladies.
Kimball	Absent

**3 LHS STUDENT REPORT** Student reports on recent, current or upcoming events, activities or matters related to the High School.  
 Denise Macias

Speaker(s)	
Macias	Walk a mile in her shoes went well, make a wish coming up.

**4 STAFF REPORT** City Manager reports on recent, current or upcoming events, activities or matters.  
 Bill Zigler, City Manager

Speaker(s)	
Zigler	Have initial draft of sports complex west of HWY 65. The water allocation is 100% this year. Preparing costs for soccer complex and Kaku park. The community clean up went well. LDS Church service project went well, with about 200 participants. Staff is working hard. Looking forward to OBF.

**5 CONSENT CALENDAR**  
 Mayor Pro Tem, Salinas  
 Agenda Packet Pages 1-25

1. City Council Meeting Minutes for March 27, 2018
2. Warrant List for March 9<sup>th</sup> & 23<sup>rd</sup>, 2018
3. Temporary Use Permit 18-12 Orange Blossom Festival Alley Closure
4. PSW Agreement

Speaker(s)	
Watson	Asked about PSW agreement.

*Motion & Vote*

1 <sup>st</sup>	2 <sup>nd</sup>	Velasquez	Watson	Cortes	Salinas	Kimball	Result
Watson	Velasquez	Yes	Yes	Yes	Yes	Absent	4-0 Approved

**6 RESOLUTION 18-14** Site Plan Review 18-11: Hermosa/Westwood Roundabout Design Review  
 Brian Spaunhurst, Assistant City Planner



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Agenda Packet Pages 26-39

Speaker(s)	
Zigler	Made presentation showing plans for the roundabout. Reviewed the seven outreach meetings and other education efforts. Showed how the plan meets all state requirements in all aspects. Opened for questions from Council.
Wischemann	Does not like the plan. Wanted the record to show no one who opposed the audience back in January is in the audience tonight.

**Motion & Vote**

1 <sup>st</sup>	2 <sup>nd</sup>	Velasquez	Watson	Cortes	Salinas	Kimball	Result
Velasquez	Cortes	Yes	Yes	Yes	Yes	Absent	4-0 Approved

- 7 ACTION ITEM** Request for Council to Provide a Letter to County Requesting Fire Services  
 Bill Zigler, City Manager

Speaker(s)	
Zigler	Chief Hughes has talked with Chief Norman about preliminary consideration of the County providing Fire services to Lindsay. The next step is for the Mayor to send a letter to the County Board of Supervisors asking for a formal proposal/costing.

**Motion & Vote**

1 <sup>st</sup>	2 <sup>nd</sup>	Velasquez	Watson	Cortes	Salinas	Kimball	Result
Watson	Velasquez	Yes	Yes	Yes	Yes	Absent	4-0 Approved

- 8 ACTION ITEM** Request for Council Members to Serve on a Budget Committee  
 Bill Zigler, City Manager  
 Agenda Packet Page 40  
 Staff requests two Council Members to serve on a budget committee to advise staff as it develops the draft 2018-19 City Budget.

Speaker(s)	
Zigler	Explained the purpose of the committee.
Salinas	Cortes and Watson and alternate Salinas.

- 9 FUTURE AGENDA ITEMS** Council members request items for future agendas.  
 Council Member

Speaker(s)	
None	

- 10 EXECUTIVE SESSION** No executive session



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**11 ADJOURN**

Mayor Kimball

Council adjourns meeting. The next Regular City Council meeting will be held at 251 E. Honolulu Street, Lindsay at 6:00PM on April 24, 2018.

*Motion & Vote*

1 <sup>st</sup>	2 <sup>nd</sup>	Velasquez	Watson	Cortes	Salinas	Kimball	Result
Velasquez	Watson	Yes	Yes	Yes	Yes	Absent	4-0 Watson

ATTEST:

*CITY COUNCIL OF THE CITY OF LINDSAY*

\_\_\_\_\_  
*Bret Harmon, City Clerk*

\_\_\_\_\_  
*Pamela Kimball, Mayor*

Anne Edward  
559-239-9088  
cell 559-901-9424

Lindsay City Council Meeting, April 10, 2018

Hello,

I am here today about a problem you may be very familiar with as City Council Members...noise! Noise pollution is a "hot topic" these days.

I recently moved to Lindsay and now reside at the Mt. Whitney Apartments. As you know the old Mt Whitney Hotel building, where the apartments are located, is at the corner of Mirage and Honolulu. This is a very busy intersection and **an extremely noisy intersection, particularly because of the many trucks and loud vehicles which pass through.** This constant noise is very taxing on the residents, (most of whom are Seniors or disabled) and since the building and the windows are so old there is nothing to minimize the noise. I think we all accept this as part of the vagaries of life in an urban environment. We all just cope as best we can.

However, I am here this evening with a very specific request about noise from many of the residents of the Mt Whitney Apartments. **We are requesting that the very loud and noisy Leaf Blowers not be used after the Friday Night market after midnight.** (I have a petition here signed by most of the residents.)

For all the residents, especially those on the street side of the building, this blasting sound in the midnight and early morning is extraordinarily distressing. When I first heard it on the night of Friday March 23, I was incredulous. I looked out the window I saw two men running leaf blowers working on the street. **This was after midnight and went on until after 1 AM.** We all know leaf blowers have been a great source of annoyance to many people, but this was extremely distressing as this blasting and "revving" sound just seemed to go on and on.

I am here today to alert you to the situation. And to put forth, what we think is a very reasonable request, that this cleanup be done at a less disruptive time, perhaps Saturday morning or with an alternative method such as push brooms.

Thank you for your time and your consideration!



A little background:

I did go to the City Manager to advise him about my experience and to see if something could be done about it. He advised me that this probably shouldn't be happening but that it was not the City of Lindsay's responsibility and he didn't have any control over it. He advised me that the Friday Night Market was run by the Chamber of Commerce and I should talk to them about it.

I went to the Chamber of Commerce right after that and spoke with I believe her name was Maria, in the office. She advised me that the Chamber did have an obligation to clean up after the market but she did seem to agree that leaf blowers after Midnight was unreasonable. I left feeling that something would be done about running the leaf blowers at such unreasonable hours.

However, on the following Friday Night after the Market had closed, once again the leaf blowers came out after midnight. I was shocked, **especially I had observed that the vendors had done a great job of clean up. They worked so hard and I saw them really sweeping and cleaning up!!! It all seemed so tidy to me.** When I heard the leaf blowers, I went down stairs as I was sure there was some terrible misunderstanding or miscommunication and to advise the two workman who were there that I had spoken with the Chamber and had been assured that they shouldn't be using leaf blowers at this (ungodly!) hour! Both individuals said they knew nothing about it and continued on. I was approached by a lady who asked me what was going on. I explained that I had gone to the Chamber and asked **THAT THE LEAF BLOWERS NOT WORK AT THESE LATE HOURS.** She said and I quote: "I am the Chamber and we have to clean up." And then she just walked away. This was a very frustrating experience. And I was tired and dirty because of the late hour and because I had actually tried to assist one worker by actually picking up the few papers he was blowing around!!!

The next week I did go to the Chamber and obtained a copy of the Contract that the City of Lindsay has with the Chamber of Commerce. I did review it in the light of what contractual obligations the Chamber has with the City of Lindsay. And if it could possibly require that these leaf blowers be used at these odd hours. It does not. The contract basically requires that all the clean up be done before 10 AM on Saturday. It also that the "operation of leaf blowers should take into account the impact of noise on nearby residents, especially during late evening and early morning hours." Sadly, little regard has been shown to the residents of Mt. Whitney who live there because of economic misfortune, are mostly old, or are ill and disabled. I did discuss this with the other residents and they are all very distressed about it

as well. Many said they had tried to do something about it but had just given up. The sense of helplessness was palpable.

I also went to the City of Lindsay's Web Site to review any mention of Ordinances about noise. I called and asked to speak to Mike Camarena, Director of City Services. I did speak with Carmen in his office who advised me that the Web Site is being worked on and there may be some new noise ordinance items. It was left at that.

**Summation and Action:**

(SP 32-33)

FUND	Check #	Date	Vendor #	Vendor Name	Description	Amount
<b>TOTAL</b>						<b>\$ 384,484.72</b>
101 - GENERAL FUND	92009	4/6/2018	2873	ADVANTAGE ANSWERING	ANSWERING SERV.	\$ 156.83
101 - GENERAL FUND	92010	4/6/2018	4924	ASI ADMINISTRATIVE	FEB 2018	\$ 35.00
101 - GENERAL FUND	92011	4/6/2018	5457	AUTO ZONE COMMERCIA	OIL FOR ALL YARD	\$ 254.69
101 - GENERAL FUND	92014	4/6/2018	1979	CALIFORNIA BUILDING	SB 1473 JAN-MARCH20	\$ 126.90
101 - GENERAL FUND	92015	4/6/2018	6273	CAROLINE OLMOS	ARBOR DEPOSIT REFUN	\$ 100.00
101 - GENERAL FUND	92016	4/6/2018	075	CSJVRMA	LIABILI PROGRAM 4TH	\$ 99,822.00
101 - GENERAL FUND	92018	4/6/2018	5832	CINTAS CORPORATION	621442182/621442183	\$ 2,001.60
101 - GENERAL FUND	92019	4/6/2018	2319	COMPUTER SYSTEMS PL	3/30/2018	\$ 45.00
101 - GENERAL FUND	92020	4/6/2018	1887	CSMFO	#181121 BRET HARMON	\$ 15.00
101 - GENERAL FUND	92021	4/6/2018	6118	CVIN LLC D.B.A. VAS	4/1/18-4/30/18	\$ 525.00
101 - GENERAL FUND	92023	4/6/2018	111	DEPT OF CONSERVATIO	RESIDENTIAL SEISMIC	\$ 330.66
101 - GENERAL FUND	92025	4/6/2018	119	DOUG DELEO WELDING	RE-THRD PRE WSHER W	\$ 94.53
101 - GENERAL FUND	92026	4/6/2018	5367	ECONOMIC DEVELOPMEN	BILL Z. REGISTRATIO	\$ 140.00
101 - GENERAL FUND	92027	4/6/2018	6275	EMMA MONTIJO	ARBOR DEPOSIT REFUN	\$ 100.00
101 - GENERAL FUND	92032	4/6/2018	148	GOMEZ AUTO & SMOG	MIT. FORLIFT REPAI	\$ 2,324.53
101 - GENERAL FUND	92034	4/6/2018	6276	JESSICA LOPEZ	ARBOR DEPOSIT REFUN	\$ 100.00
101 - GENERAL FUND	92035	4/6/2018	2601	JOHN HIBLER WEATHER	FEB & MARCH 2018 SE	\$ 100.00
101 - GENERAL FUND	92037	4/6/2018	4378	JOSEPH H AVINA	BLD INSP 3/11-3/24/	\$ 868.00
101 - GENERAL FUND	92040	4/6/2018	6272	LILIANA ARROLLO	ARBOR DEPOSIT REFUN	\$ 100.00
101 - GENERAL FUND	92042	4/6/2018	4067	LINCOLN NAT'L INSUR	DENTAL APRIL 2018	\$ 3,353.79
101 - GENERAL FUND	92043	4/6/2018	1442	LLOYD ANDERSON ELEC	SPRNKLR AT PARK REP	\$ 1,408.06
101 - GENERAL FUND	92044	4/6/2018	6274	MARIA ALMANZA	ARBOR DEPOSIT REFUN	\$ 100.00
101 - GENERAL FUND	92047	4/6/2018	6127	NATHANIEL LOPEZ	ARBOR DEPOSIT REFUN	\$ 100.00
101 - GENERAL FUND	92049	4/6/2018	272	PITNEY BOWES INC.		\$ 195.75
101 - GENERAL FUND	92053	4/6/2018	285	QUILL CORPORATION	KLEENEX,DUSTER	\$ 249.35
101 - GENERAL FUND	92055	4/6/2018	6130	RICARDO ROMERO	ARBOR DEPOSIT REFUN	\$ 75.00
101 - GENERAL FUND	92056	4/6/2018	3924	SECURITY FIRST ALAR	ANNUAL FIRE INSPECT	\$ 120.00
101 - GENERAL FUND	92059	4/6/2018	5624	SIERRA SANITATION,	KAKU PARK SERVICE	\$ 173.88
101 - GENERAL FUND	92061	4/6/2018	6146	SUPERION, LLC		\$ 3,209.85
101 - GENERAL FUND	92064	4/6/2018	518	TCAG	MEASURE R PRINCIPAL	\$ 13,105.54
101 - GENERAL FUND	92065	4/6/2018	5755	TELEPACIFIC COMMUNI	3/9/18-4/8/18	\$ 5,884.24
101 - GENERAL FUND	92067	4/6/2018	2658	THE FOOTHILLS SUN-G	RENEWAL	\$ 35.00
101 - GENERAL FUND	92071	4/6/2018	4849	U.S. BANK EQUIPMENT	IRC250IF COPIER	\$ 1,402.37
101 - GENERAL FUND	92073	4/6/2018	356	USA BLUEBOOK	SHOWER EYEWASH SIGN	\$ 748.02
101 - GENERAL FUND	92074	4/6/2018	368	VOLLMER EXCAVATION,	LOAD OF DG	\$ 220.89
101 - GENERAL FUND	92097	4/16/2018	2969	CITY OF TULARE	2011 FORD K9 UNIT	\$ 1,500.00
101 - GENERAL FUND	92099	4/16/2018	5871	ERIK GONZALEZ, CPA	GASB68 & CAPITALASS	\$ 1,035.00
101 - GENERAL FUND	92105	4/16/2018	6264	MARIA MARTINEZ	CLEANING CITYHALL	\$ 375.00
101 - GENERAL FUND	92107	4/16/2018	310	SOUTHERN CA. EDISON	2-00-424-8134	\$ 26,165.23
101 - GENERAL FUND	92109	4/16/2018	1604	VISA		\$ 944.82
261 - GAS TAX FUND	92060	4/6/2018	310	SOUTHERN CA. EDISON	2-21-942-3324	\$ 331.44
261 - GAS TAX FUND	92076	4/6/2018	382	ZUMAR INDUSTRIES IN	SIGNS	\$ 344.68
300 - MCDERMONT OPERAT	92033	4/6/2018	6253	HARDCASTLE SPECIALT	REPAIR FIRE SYSTEM	\$ 5,726.75
400 - WELLNESS CENTER	92012	4/6/2018	5381	AWAKE SKATE SHOP	FULL PRINT BANNER	\$ 270.62
400 - WELLNESS CENTER	92029	4/6/2018	6010	FRONTIER COMMUNICAT	559-562-3657	\$ 637.68
400 - WELLNESS CENTER	92038	4/6/2018	3560	KNORR SYSTEMS, INC	CHEMICAL CONTOLLER	\$ 274.00
400 - WELLNESS CENTER	92039	4/6/2018	1457	LESLIE'S POOL SUPPL	LRG FOAM DUMBELLS	\$ 1,132.92
400 - WELLNESS CENTER	92041	4/6/2018	5788	LINCOLN AQUATICS	CPN-01-205	\$ 696.31
400 - WELLNESS CENTER	92045	4/6/2018	509	MEDALLION SUPPLY	WELLNESS PARKING	\$ 2,639.88
400 - WELLNESS CENTER	92048	4/6/2018	1565	OACYS.COM INC	WELLNESS	\$ 189.95
400 - WELLNESS CENTER	92062	4/6/2018	5899	SUPPLYWORKS	CLEANING SUPPLIES	\$ 634.65
400 - WELLNESS CENTER	92063	4/6/2018	6277	T- STAR ENTERPRISES	POOL COVERS	\$ 14,673.88
400 - WELLNESS CENTER	92068	4/6/2018	144	THE GAS COMPANY	092-375-2718-0	\$ 486.40
400 - WELLNESS CENTER	92069	4/6/2018	3396	THYSSENKRUPP ELEVAT	FULL MAINTENANCE	\$ 302.03
400 - WELLNESS CENTER	92075	4/6/2018	6278	YELLOW PAGES UNITED	WELLNESS CENTER	\$ 396.00
400 - WELLNESS CENTER	92096	4/16/2018	5930	CHRIS ALLARD	PRECOR REPAIR @WELL	\$ 400.00
400 - WELLNESS CENTER	92098	4/16/2018	6039	DINA RESTIVO	YOGA CLASSES MARCH	\$ 960.00
400 - WELLNESS CENTER	92100	4/16/2018	6040	ERMELINDA PUENTES	FIT &TONE MARCH CLA	\$ 475.00
400 - WELLNESS CENTER	92101	4/16/2018	5804	KELSIE AVINA	ZUMBA CLASS MARCH	\$ 187.75
400 - WELLNESS CENTER	92102	4/16/2018	5448	KIRBY D. MANNON	EXERCISE CLASS	\$ 150.00
400 - WELLNESS CENTER	92104	4/16/2018	6260	LLEON SERVICES	CHEMICALBALANCEAPRI	\$ 1,800.00
400 - WELLNESS CENTER	92106	4/16/2018	3208	SHANNON PATTERSON	WATER AEROBIC CLASS	\$ 150.00
400 - WELLNESS CENTER	92108	4/16/2018	4914	STEPHANIE VELASQUEZ	ZUMBA CLASS	\$ 315.00
552 - WATER	92013	4/6/2018	051	BSK	BSK	\$ 560.00
552 - WATER	92017	4/6/2018	076	CENTRAL VALLEY BUSI	UTILITY CARD	\$ 279.81
552 - WATER	92022	4/6/2018	388	DENNIS KELLER/JAMES	TEST WELL DESIGN 1/	\$ 24.75
552 - WATER	2018-04-24	4/18/2018	081	FRONT WATER AUTHOR	TOTEL SLDMWA EX CNT	\$ 5,518.34

FUND	Check #	Date	Vendor #	Vendor Name	Description	Amount
552 - WATER	92031	4/6/2018	2283	GOLDEN STATE FLOW M	SENSUS 4"COMP. METE	\$ 3,138.03
552 - WATER	92036	4/6/2018	197	JORGENSEN COMPANY I	SCBA ANN FLOW TEST	\$ 1,229.30
552 - WATER	92050	4/6/2018	5796	PRESORT OF FRESNO L	UB DELIQUENT 2/6/18	\$ 1,412.18
552 - WATER	92054	4/6/2018	6095	RALPH GUTIERREZ WAT	CPO WTP MARCH 2018	\$ 4,000.00
552 - WATER	92058	4/6/2018	4555	THATCHER COMPANY I	CHLORINE/ CONT. DEP	\$ 2,371.60
552 - WATER	92066	4/6/2018	1921	TELSTAR INSTRUMENTS	SEMI ANNUAL SERV	\$ 735.00
552 - WATER	92072	4/6/2018	2960	UNITED STATES BUREA	MARCH 2018	\$ 5,754.72
552 - WATER	92103	4/16/2018	6279	LINDSAY-STRATHMORE	SJRS SURVEY UPDATE	\$ 30,939.00
553 - SEWER	92024	4/6/2018	5978	DOMINO SOLAR LTD	SOLAR SERV. WWTP FE	\$ 3,552.95
553 - SEWER	92052	4/6/2018	5684	QUIK-ROOTER	PUMP LIFT STN- PWRO	\$ 1,590.00
554 - REFUSE	92046	4/6/2018	5852	MID VALLEY DISPOSAL	DEC 2017 BILLING	\$ 68,181.07
600 - CAPITAL IMPROVEME	92051	4/6/2018	399	QUAD KNOFF,INC.	HERM/WESTWD RNDABOU	\$ 5,633.60
720 - HOME REVOLVING LN	92057	4/6/2018	2168	SELF-HELP ENTERPRIS	HB LOAN 13526 G.ALV	\$ 47,907.27
779 - 00-HOME-0487	92030	4/6/2018	1076	ANTONIA GIL	REFUND SURPLUS IMP	\$ 55.63
779 - 00-HOME-0487	92070	4/6/2018	4922	TRAVELERS INDEMNITY	JOSE G. L202-11HAZA	\$ 785.00



**Monthly Treasurer's Report**  
**February 28, 2018**  
**Cash Balances Classified by Depository**

**CASH RESOURCES**

LOCATION	GL ACCOUNT #	TYPE	BALANCE
Cash Register Funds (City Hall & Wellness)	100-102	RES	\$800
Bank of the Sierra - Payroll	100-106	GEN	\$320,371
Bank of the Sierra - AP/Operating	100-100	GEN	\$83,954
Bank of the Sierra - McDermont	100-500	GEN	\$119,820
Bank of the Sierra - Impound Account	100-120	RES	\$23,876
Bank of the Sierra - WWTP Project	100-553	RES	\$3,128
Bank of the Sierra - Water Project	100-552	RES	\$152
Bank of the Sierra- Depository Account	100-114	GEN	\$1,472,706
LAIF Savings: City & Successor Agency	100-103	INV-RES	\$416,404
<b>TOTAL</b>			<b>\$2,441,210</b>

**CASH EXPENDED**

ACCOUNTS PAYABLE & PAYROLL	AMOUNT
Accounts Payable (Includes Debt Services Pmts)	\$584,230
Payroll (February 2 Payday)	\$178,388
Payroll (February 16 Payday)	\$183,058
<b>TOTAL</b>	<b>\$ 945,676</b>

DEBT SERVICE	AMOUNT
<b>TOTAL</b>	<b>\$ -</b>

**INVESTMENTS**

**INVESTMENT POLICY COMPLIANCE**

As of the end of the month, 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).

<b>INVESTED FUNDS</b>	<b>\$416,404</b>
-----------------------	------------------

Respectfully submitted,

*Bret Harmon*

Director of Finance  
 City of Lindsay

**ABBREVIATIONS**

GEN: GENERAL UNRESTRICTED

RES: RESTRICTED ACTIVITY

INV: INVESTMENT



## Monthly Treasurer's Report

March 30, 2018

### Cash Balances Classified by Depository

#### CASH RESOURCES

LOCATION	GL ACCOUNT #	TYPE	BALANCE
Cash Register Funds (City Hall & Wellness)	100-102	RES	\$800
Bank of the Sierra - Payroll	100-106	GEN	\$338,806
Bank of the Sierra - AP/Operating	100-100	GEN	\$202,333
Bank of the Sierra - McDermont	100-500	GEN	\$130,088
Bank of the Sierra - Impound Account	100-120	RES	\$28,433
Bank of the Sierra - WWTP Project	100-553	RES	\$3,128
Bank of the Sierra - Water Project	100-552	RES	\$152
Bank of the Sierra- Depository Account	100-114	GEN	\$1,524,518
LAIF Savings: City & Successor Agency	100-103	INV-RES	\$416,404
<b>TOTAL</b>			<b>\$2,644,663</b>

#### CASH EXPENDED

ACCOUNTS PAYABLE & PAYROLL	AMOUNT
Accounts Payable (Includes Debt Services Pmts)	\$547,529
Payroll (March 2 Payday)	\$181,940
Payroll (March 16 Payday)	\$185,048
Payroll (March 30 Payday)	\$183,658
<b>TOTAL</b>	<b>\$ 1,098,176</b>

DEBT SERVICE	AMOUNT
	-
<b>TOTAL</b>	<b>\$ -</b>

#### INVESTMENTS

##### INVESTMENT POLICY COMPLIANCE

As of the end of the month, 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).

<b>INVESTED FUNDS</b>	<b>\$416,404</b>
-----------------------	------------------

Respectfully submitted,

*Bret Harmon*

Director of Finance  
City of Lindsay

##### ABBREVIATIONS

GEN: GENERAL UNRESTRICTED

RES: RESTRICTED ACTIVITY

INV: INVESTMENT



## STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA  
DATE: APRIL 24, 2018  
AGENDA #: 4.5  
STAFF: BRIAN SPAUNHURST, ASSISTANT CITY PLANNER  
562-7102 EX. 8032, bspainhurst@lindsay.ca.us

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### AGENDA ITEM

TITLE	Temporary Use Permit 18-13 Mother's Day Flower Stand
ACTION	Requested Minute Order Approval of Temporary Use Permit
PURPOSE	Discretionary Action
COUNCIL OBJECTIVE(S)	Increase our keen sense of identity in a physically connected and involved community. Dedicate resources to retain a friendly, small-town atmosphere. Stimulate, attract and retain local businesses. Advance economic diversity.

---

### RECOMMENDATION

As similar temporary use requests have been approved and said requests have not created issues with public safety or city services, staff recommends that the City Council grant Minute Order Approval of Temporary Use Permit No. 18-13, based on the findings and subject to these conditions.

- The flower stand would be located consistent with the proposed site plan.
  - The flower stand would not obstruct clear driveway accesses.
  - All necessary licenses and permits would be secured prior to operation.
  - Restroom access will be provided to employees on site.
  - The use would be limited to the hours between 8 AM and 10:00 PM for operation.
  - The temporary use permit would be effective upon May 9, 2018 – May 13, 2018.
  - The site and surrounding area would be maintained in a clean and neat condition, free of all trash and debris. Upon conclusion of the temporary use, the site would be returned to its original condition.
  - The applicant would comply with all applicable city codes and ordinances.
  - Letter of permission from property owner at 460 W. Hermosa to operate on premises to be provided to City Planner before May 8, 2018.
-



## STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA  
DATE: APRIL 24, 2018  
AGENDA #: 4.5  
STAFF: BRIAN SPAUNHURST, ASSISTANT CITY PLANNER  
562-7102 EX. 8032, bspaunhurst@lindsay.ca.us

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### *BACKGROUND | ANALYSIS*

Temporary Use Permit 18-13 is a request by Maria Gutierrez to operate a flower stand in the northern area of the property located at 460 W. Hermosa. The project site is bordered by commercial use to the north and east, industrial to the south, and residential to the west.

The duration of the temporary use would be from May 9, 2018 – May 13, 2018. Hours of operation would be between 8 am and 10 pm, daily.

### *ALTERNATIVES*

- Approve with alterations.
- Table item and direct staff to gather additional information.
- Deny Temporary Use Permit.

### *BENEFIT TO OR IMPACT ON CITY RESOURCES*

Approval of this request will benefit the City of Lindsay as it assists in meeting the Council Objectives Identified.

No impacts are anticipated.

### *ENVIRONMENTAL REVIEW*

This is a temporary event that would not result in permanent physical changes to the existing environment and facilities. This project is exempt per CEQA Article 19, Section 15301 “Existing Facilities”.

### *POLICY ISSUES*

The project site is zoned Mixed-Use. The proposed use is permitted, subject to approval of a temporary use permit by the City Council. Requirements for temporary use permits are listed in Zoning Ordinance Section 18.17.180:

#### SECTION 18.17.180 TEMPORARY USE PERMITS

Temporary use permits may be approved by the City Council. Temporary uses are defined as non-permanent, special promotional or seasonal land uses which are similar in nature and intensity to land

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## STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA  
DATE: APRIL 24, 2018  
AGENDA #: 4.5  
STAFF: BRIAN SPAUNHURST, ASSISTANT CITY PLANNER  
562-7102 EX. 8032, bspauhurst@lindsay.ca.us

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uses in the underlying zone. The city council may approve temporary use permits, subject to the following findings and guidelines:

- A. Temporary use permits shall be for a fixed period of time, not to exceed thirty calendar days per year for each outdoor temporary use, and six months for all other uses or structures.
- B. Adequate and safe ingress and egress shall be provided to the project site. Directional signing, barricades, fences, and landscaping may be required as a condition of permit approval. Private security personnel may also be required for promotional events.
- C. Adequate parking facilities shall be provided for each temporary use.
- D. The proposed temporary use will not adversely impact traffic circulation or result in traffic congestion in the project area.
- E. Upon termination of a temporary use, or abandonment of the site, the applicant shall remove materials and equipment, and restore the premises to its original condition.
- F. Reasonable time limits for hours of operation may be set by the city council as a condition of permit approval.
- G. Applicants for temporary use permits shall secure all other applicable licenses and permits prior to issuance of a temporary use permit.
- H. Signing for temporary uses shall be subject to the approval of the community development department.
- I. The city council may deny an application for a temporary use permit if conditions exist which would be injurious or detrimental to existing improvements, land uses, or surrounding areas.

**Access:** The project site provides safe access via two parking lot entrances on Hermosa Street and Ashland Avenue. Staff believes that these accesses meet the required criteria for a temporary use permit.

**Parking:** While there are no marked parking spaces, planning staff is satisfied that there is adequate parking space for this requested use due to the size of the paved parking area and the available on-street parking availability.

**Hours of Operation:** Reasonable hours of operation are proposed for this type of use: 8 am to 10 pm, daily.



## STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA  
DATE: APRIL 24, 2018  
AGENDA #: 4.5  
STAFF: BRIAN SPAUNHURST, ASSISTANT CITY PLANNER  
562-7102 EX. 8032, bspahunhurst@lindsay.ca.us

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Duration of Permit: Council may approve this temporary use permit request for a time period not exceeding a cumulative total of 6 months. The applicant is allowed up to six months (from May 9, 2018 – May 13, 2018).

Site Cleanup: The applicant would be required to maintain the site and surrounding area in a clean and neat condition, free of all trash and debris. Upon the conclusion of operation, the site would be returned to its original condition.

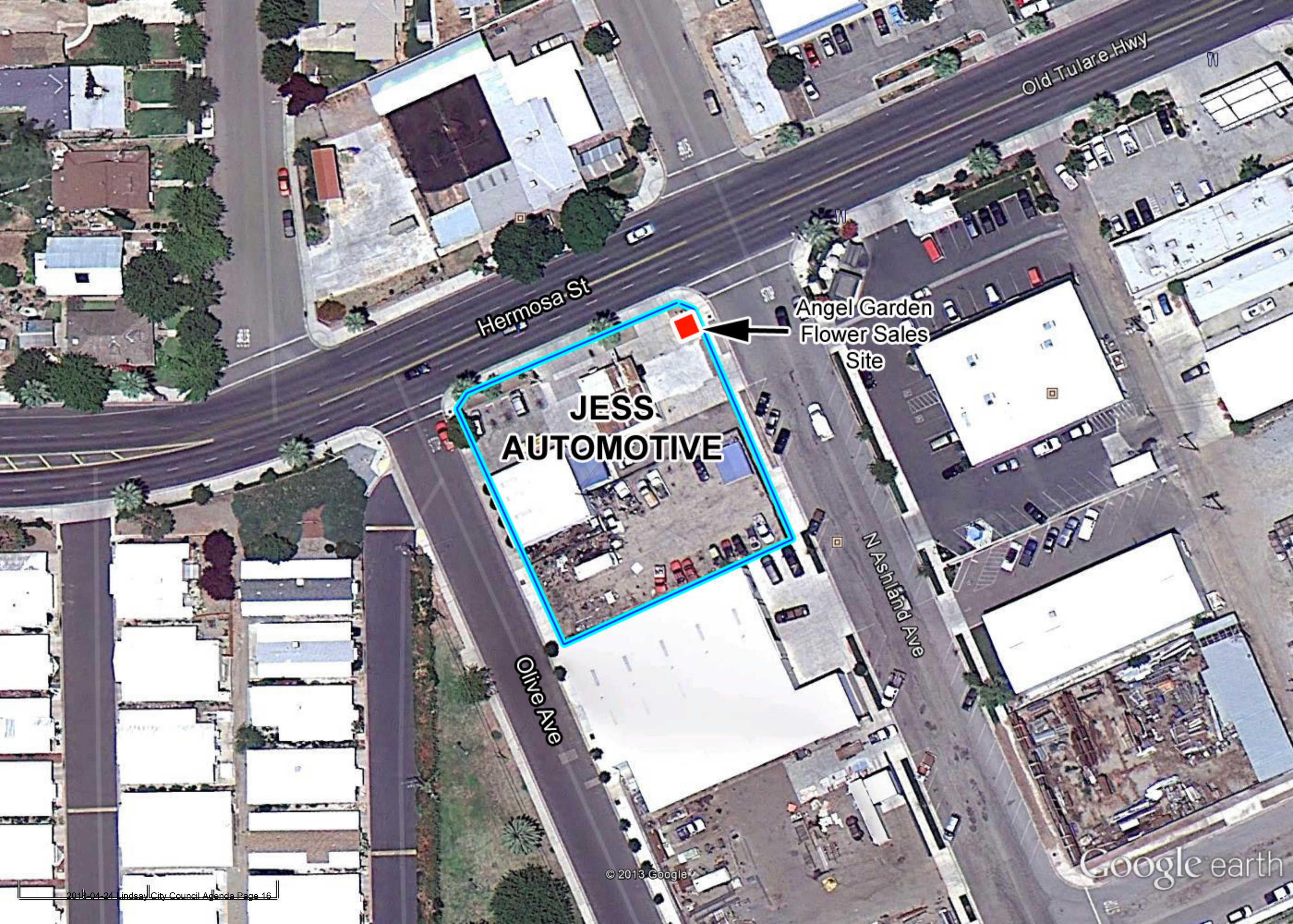
Restroom Facilities: Restroom access for employees is located within the existing structure at the site.

### *PUBLIC OUTREACH*

Posted in this agenda

### *ATTACHMENTS*

- Site Plan



Hermosa St

Old Tulare Hwy

Angel Garden  
Flower Sales  
Site

**JESS  
AUTOMOTIVE**

N Ashland Ave

Olive Ave

© 2013 Google

Google earth



## **RULES FOR CITY OF LINDSAY PUBLIC HEARING PROCEDURES**

### **1. OPENING**

Mayor opens the public hearing.

### **2. ARGUMENTS**

Proponents (those in favor) are permitted to speak first. The Council may ask questions of the proponents and they may respond.

Opponents (those against) are permitted to speak second. The Council may ask questions of the opponents and they may respond.

### **3. REBUTTALS**

Proponents and Opponents are permitted to offer rebuttals.

### **4. COUNCIL QUESTIONS**

Council may ask additional questions. However, the parties may not engage in further debate.

### **5. CLOSING**

Mayor closes the Public Hearing

Council discusses the subject of the public hearing

Council members make a motion, if necessary

Council votes



## STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA  
DATE: APRIL 24, 2018  
AGENDA #: 6  
STAFF: BRIAN SPAUNHURST, ASSISTANT CITY PLANNER  
559-562-7102 EX. 8032, bspaunhurst@lindsay.ca.us

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### AGENDA ITEM

TITLE	Conditional Use Permit No. 18-10
ACTION	To establish an ambulance service in the Central Commercial (CC) district.
PURPOSE	Discretionary Action
COUNCIL OBJECTIVE(S)	Nurture attractive residential neighborhoods and business districts. Stimulate, attract and retain local businesses. Advance economic diversity.

---

### RECOMMENDATION

Staff recommends approval of the draft resolution subject to the following conditions:

- The overall site is to be maintained in good condition.
  - All signage requires a separate permit through the Planning and Building Department.
- 

### BACKGROUND | ANALYSIS

Conditional Use Permit 18-10 is a request by Guillermo Gallegos to establish an ambulance service within the Central Commercial (CC) zoning district at 295 W. Hermosa Street, Lindsay, CA 93247. The proposed use would occupy an existing structure and requires no alterations as presented.

The granting of a CUP is a discretionary approval. Council may deny the request, approve the request, or approve the request with conditions.

**Parking:** Sufficient parallel off-street parking is available along the street of the proposed use. As a use that primarily serves the community off-site, the only anticipated on-site parking needed will be for employees. There is a parking area in the rear of the buildings that will allow sufficient space for employees to park.

**Trash:** Trash disposal for occupants shall be via a dumpster located near the rear of the building at a site to be determined by the City.

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## STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA  
DATE: APRIL 24, 2018  
AGENDA #: 6  
STAFF: BRIAN SPAUNHURST, ASSISTANT CITY PLANNER  
559-562-7102 EX. 8032, bspaunhurst@lindsay.ca.us

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### *ALTERNATIVES*

- Approve with modifications.
- Deny request.
- Table request for staff to present additional information.

### *BENEFIT TO OR IMPACT ON CITY RESOURCES*

There are no anticipated benefits or impacts to City resources.

### *ENVIRONMENTAL REVIEW*

California Environmental Quality Act (CEQA) Article 19 §15301 identifies Existing Facilities as Categorically Exempt. A draft Notice of Exemption has been prepared and has been available for public review. Council may adopt the Notice of Exemption with the project approval, with the attached resolution.

### *POLICY ISSUES*

In certain districts, conditional uses are permitted subject to the granting of a use permit. Because of their unusual characteristics, conditional uses require special considerations so that they may be located properly with respect to the objectives of the zoning code and their effects on surrounding properties. In order to achieve these purposes, and thus give the district use regulations of this title additional flexibility necessary to achieve the objectives of this title, the city council is empowered to grant and to deny applications for use permits and to impose reasonable conditions upon the granting of use permits (Ord. 437 § 1 (part), 1989).

**Zoning and Land Use:** The subject property is zoned CC (Central Commercial), and general surrounding land uses include Light Industrial (IL) to the north and south; Central Commercial (CC) to the west; and Mixed-Use (MXU) to the east.

**Zoning Characteristics:** The Central Commercial zoning district is intended to serve the entire community with commercial uses that are centrally located.

**Circulation:** Access to the subject property is provided via W. Hermosa Street.

**Public Services:** The site is within a convenient response time of public safety services, and the existing and available water supply and conveyance facilities provide adequate fire suppression capabilities. Sanitary sewer and municipal water services are available at the site.

**Environmental Setting:**

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## STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA  
DATE: APRIL 24, 2018  
AGENDA #: 6  
STAFF: BRIAN SPAUNHURST, ASSISTANT CITY PLANNER  
559-562-7102 EX. 8032, bspaunhurst@lindsay.ca.us

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Flood Potential: The subject property, like the immediate area surrounding it, is not within a flood hazard area

### *PUBLIC OUTREACH*

POSTED IN THIS AGENDA

POSTED IN NEWSPAPER

### *ATTACHMENTS*

- Draft Resolution 18-19
- Site Plan
- Copy of Posted Public Hearing Notice

**RESOLUTION NO. 18-19**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY APPROVING CONDITIONAL USE PERMIT NO. 18-10, A REQUEST BY GUILLERMO GALLEGOS TO ESTABLISH AN AMBULANCE SERVICE WITHIN THE CENTRAL COMMERCIAL (CC) ZONING DISTRICT FOR PROPERTY LOCATED AT 295 W. HERMOSA, LINDSAY, CA 93247 (APN: 205-293-003).**

At a regularly scheduled meeting of the City Council of the City of Lindsay, held April 24, 2018, 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**, Conditional Use Permit Application No. 18-10 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 said Council on April 24, 2018; and

**WHEREAS**, planning staff has prepared necessary investigations and prepared a staff report of information bearing upon the Conditional Use Permit application; and

**WHEREAS**, the project is categorically exempt from the provisions of the California Environmental Quality Act, as a project within existing facilities.

**NOW, THEREFORE, BE IT RESOLVED** that the project is exempt from further environmental review pursuant to CEQA Article 19, Section §15301.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the City Council of the City of Lindsay finds the proposed Conditional Use Permit to be consistent with the 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 the above described Conditional Use Permit application, subject to the following conditions:

**SECTION 1.** That the overall site shall be maintained in good condition and free of any debris and/or trash.

**SECTION 2.** That all signage shall require a separate permit.

**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 24th day of April 2018.

ATTEST:

CITY COUNCIL OF THE CITY OF LINDSAY

\_\_\_\_\_  
Bret Harmon, City Clerk

\_\_\_\_\_  
Pamela Kimball, Mayor





Employee Parking

Ambulance Parking

Emergency Standby Area

**In the Superior Court of the State of California  
In and for the County of Tulare**

**PUBLIC NOTICE**

**NOTICE OF PUBLIC HEARING TO CONSIDER AN APPLICATION FOR A CONDITIONAL USE PERMIT**

**Project Name:** Conditional Use Permit No. 18-10 (Ambulance Service).

**Public Comment Period:** Written comments on this proposed conditional use permit will be accepted until April 24, 2018. Written comments should reference the project name and be mailed to:

City of Lindsay  
Planning Department  
P.O. Box 369  
Lindsay, CA 93247

Comments may also be faxed to (559)562-7139 or e-mailed to [bspaunhurst@lindsay.ca.us](mailto:bspaunhurst@lindsay.ca.us). Interested persons are invited to attend the public hearing and provide comments on the proposed project as well.

**Public Hearing Schedule:**

A public hearing shall be held before the Lindsay City Council on Wednesday, April 24, 2018 at 6 p.m. in the City Hall Council Chambers, at 251 E. Honolulu Street, Lindsay, California.

**Project Description:** The proposed project is a request by Guillermo Gallegos for a Conditional Use Permit to establish an ambulance service at 295 W. Hermosa Street. The establishment of this type of use is subject to council approval to ensure that potential issues are properly addressed. The project site consists of one parcel (APN 205-293-003) totaling approximately 8,160 square feet, located on the northeast corner of Hermosa Street and Westwood Avenue.

**Potential Significant Impacts on the Environment:** CEQA, Article 19, Section 815301 lists the project as Categorical Exempt. A draft notice of exemption has been prepared and is available for review at the City of Lindsay Planning and Economic Development Department, 251 E. Honolulu Street, Lindsay, California, between the hours of 8 a.m. and 5 p.m. on business days.

Date: April 3, 2018

Date Published:

April 7, 2018

Brian Spaunhurst  
Assistant City Planner

0007261

April 7 1-T

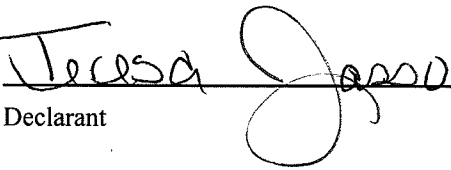
State of California

SS.

County of Tulare

Declarant says:

That at all times herein mentioned Declarant is and was a resident of said County of Tulare, over the age of twenty-one years; not a party to nor interested in the within matter; that Declarant is now and was at all times herein mentioned the Principal Clerk of the Porterville Recorder, a daily newspaper, which said newspaper was adjudged a newspaper of general circulation on October 15, 1951, by Superior Court Order No. 42369 as entered in Book 57 Page 384 of said Court; and that said newspaper is printed and published every day except Sunday published LEGAL NOTICE TO PUBLIC NOTICE in said newspaper April 7, 2018 and that such publication was made in the regular issues of said paper (and not in any supplemental edition or extra there of). I declare under penalty of perjury that the forgoing is true and correct. Executed April 7, 2018 at Porterville, California.

  
Declarant



## STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA  
DATE: APRIL 24, 2018  
AGENDA #: 7  
STAFF: CHIEF HUGHES, 559.562.2511 chughes@lindsay.ca.us

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### AGENDA ITEM

TITLE Reducing Crime and Keeping California Safe Act of 2018

ACTION APPROVE RESOLUTION No. 18-15

PURPOSE Council Vision/Priority

COUNCIL OBJECTIVE(S) Live in a safe, clean, comfortable and healthy environment.

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### RECOMMENDATION

STAFF RECOMMENDS APPROVAL OF RESOLUTION No. 18-15

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### BACKGROUND | ANALYSIS

Over the last several legislative sessions and election cycles, law enforcement partners have tried their best to integrate a series of major reforms into our criminal justice system. However, the cumulative effect has created impacts to our communities that we cannot ignore. It is important to note that in addressing these consequences, we are not proposing to do away with **all** of the recent changes, and in no way, are we advocating for a system of mass incarceration.

In general, the overall intent of the prior measures has been to **increase** opportunities for rehabilitation while **lowering** recidivism and incarceration rates. I agree those are worthy goals. But these major policy changes have resulted in **a series of unintended consequences** that have negatively impacted public safety in communities throughout California.

Changes meant to help keep someone who steals a magazine out of jail, are now allowing individuals to **steal up to \$950 repeatedly** from stores and businesses. Additionally, reform intended to lower penalties on personal drug use and theft have **diminished** the amount of evidence law enforcement can collect to help solve cold case murders, rapes, and robberies. And modifications to our parole system designed to apply to **non-violent offenders** are set to potentially provide early release to **serious domestic abusers**.

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## STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA  
DATE: APRIL 24, 2018  
AGENDA #: 7  
STAFF: CHIEF HUGHES, 559.562.2511 chughes@lindsay.ca.us

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The REDUCING CRIME AND KEEPING CALIFORNIA SAFE ACT OF 2018 will help crack down on repeat offenders and protect our most vulnerable victims from dangerous individuals who take advantage of our **laws, our businesses, and our communities**.

### *ALTERNATIVES*

- REMAIN NEUTRAL
- OPPOSE

### *BENEFIT TO OR IMPACT ON CITY RESOURCES*

POSITIVE IMPACT ON PUBLIC SAFETY RESOURCES

### *ATTACHMENTS*

- RESOLUTION No. 18-15
- INITIATIVE FACT SHEET

RESOLUTION 18-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY SUPPORTING THE  
REDUCING CRIME AND KEEPING CALIFORNIA SAFE ACT OF 2018.

WHEREAS, protecting every person in our state, including our most vulnerable children, from violent crime is of the utmost importance. Murderers, rapists, child molesters and other violent criminals should not be released early from prison; and

WHEREAS, since 2014, California has had a larger increase in violent crime than the rest of the United States. Since 2013, violent crime in Los Angeles has increased 69.5%. Violent crime in Sacramento rose faster during the first six months of 2015 than in any of the 25 largest U.S. cities tracked by the FBI; and

WHEREAS, The FBI Preliminary Semiannual Uniform Crime Report for 2017, which tracks crimes committed during the first six months of the past year in U. S. cities with populations over 100,000, indicates that last year violent crime increased again in most of California's largest cities.

WHEREAS, recent changes to parole laws allowed the early release of dangerous criminals by the law's failure to define certain crimes as "violent." These changes allowed individuals convicted of sex trafficking of children, rape of an unconscious person, felony assault with a deadly weapon, battery on a police officer or firefighter, and felony domestic violence to be considered "nonviolent offenders."; and

WHEREAS, as a result, these so-called "non-violent" offenders are eligible for early release from prison after serving only a fraction of the sentence ordered by a judge; and

WHEREAS, violent offenders are also being allowed to remain free in our communities even when they commit new crimes and violate the terms of their post release community supervision, like the gang member charged with the murder of Whittier Police Officer, Keith Boyer; and

WHEREAS, this measure reforms the law so felons who violate the terms of their release can be brought back to court and held accountable for such violations; and

WHEREAS, nothing in this act is intended to create additional "strike" offenses which would increase the state prison population, nor is it intended to affect the ability of the California Department of Corrections and Rehabilitation to award educational and merit credits; and

WHEREAS, recent changes to California law allow individuals who steal repeatedly to face few consequences, regardless of their criminal record or how many times they steal; and

WHEREAS, as a result, between 2014 and 2016, California had the 2nd highest increase in theft and property crimes in the United States, while most states have seen a steady decline. According to the California Department of Justice, the value of property stolen in 2015 was \$2.5 billion with an increase of 13 percent since 2014, the largest single-year increase in at least ten years; and

WHEREAS, grocery store operators around the state have seen unprecedented increases in the amount of losses associated with shoplifting in their stores, with some reporting up to 150% increases in these losses from 2012 to present, with the largest jumps occurring since 2014; and

WHEREAS, shoplifting incidents have started to escalate in such a manner that have endangered innocent customers and employees; and

WHEREAS, individuals who repeatedly steal often do so to support their drug habit. Recent changes to California law have reduced judges' ability to order individuals convicted of repeated theft crimes into effective drug treatment programs; and

WHEREAS, California needs stronger laws for those who are repeatedly convicted of theft related crimes, which will encourage those who repeatedly steal to support their drug problem to enter into existing drug treatment programs. This measure enacts such reforms; and

WHEREAS, collecting DNA from criminals is essential to solving violent crimes. Over 450 violent crimes including murder, rape and robbery have gone unsolved because DNA is being collected from fewer criminals; and

WHEREAS, DNA collected in 2015 from a convicted child molester solved the rape-murders of two six-year-old boys that occurred three decades ago in Los Angeles County. DNA collected in 2016 from an individual caught driving a stolen car solved the 2012 San Francisco Bay Area rape/murder of an 83-year-old woman; and

WHEREAS, recent changes to California law unintentionally eliminated DNA collection for theft and drug crimes. This measure restores DNA collection from persons convicted for such offenses; and

WHEREAS, permitting collection of more DNA samples will help identify suspects, clear the innocent and free the wrongly convicted, and

WHEREAS, this measure does not affect existing legal safeguards that protect the privacy of individuals by allowing for the removal of their DNA profile if they are not charged with a crime, are acquitted or are found innocent.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lindsay hereby supports the Reducing Crime and Keeping California Safe Act of 2018.

CITY COUNCIL OF THE CITY OF LINDSAY

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Pamela Kimball, Mayor

ATTEST:

---

Bret Harmon, City Clerk



# An Initiative for Public Safety

## VIOLENT CRIME

**What is a 'violent crime'? For California's new parole law, the definition is murky — and it matters** *(Los Angeles Times)*


- Expands the list of violent crimes for which early release is not an option
- Under current law, rape of an unconscious person, trafficking a child for sex, assault of a peace officer, felony domestic violence and other similar crimes are not classified as “violent felonies” — making criminals convicted of these crimes eligible for early release

## DNA COLLECTION

**California's DNA database gets fewer hits due to Prop. 47 (KCRA)**

- Reinstates DNA collection for certain crimes that were reduced to misdemeanors as part of Proposition 47
- Multiple studies have shown that DNA collected from theft and drug crimes has helped solve other violent crimes, including robbery, rape and murder. Since passage of Prop. 47, cold case hits have dropped over 2,000, with more than 450 of those hits connected to violent crimes

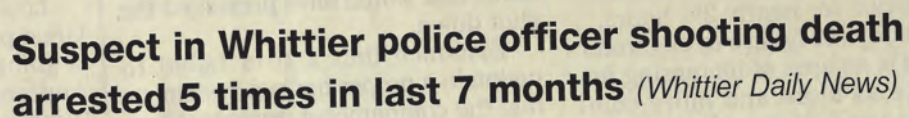
## SERIAL THEFT



**An explosion of California property crimes  
— due to Prop. 47** *(San Francisco Chronicle)*

- Revises the theft threshold by adding a felony for serial theft — when a person is caught for the 3rd time stealing with a value of \$250
- Prop. 47 changed the dollar threshold for theft to be considered a felony — from \$450 to \$950. As a result, there has been an explosion of serial theft and an inability of law enforcement to prosecute these crimes effectively. Theft has increased by 12% to 25%, with losses of a billion dollars since the law was passed.

## PAROLE VIOLATIONS



**Suspect in Whittier police officer shooting death  
arrested 5 times in last 7 months** *(Whittier Daily News)*

- Requires the Board of Parole Hearings to consider an inmate's entire criminal history when deciding parole, not just his most recent commitment offense; and requires a mandatory hearing to determine whether parole should be revoked for any parolee who violates the terms of his parole for the third time
- AB 109 bases parole solely on an offender's commitment offense, resulting in the release of inmates with serious and violent criminal histories. Moreover, parolees who repeatedly violate the terms of their parole currently face few consequences, allowing them to remain on the street



For more information, please visit [www.keepcalsafe.org](http://www.keepcalsafe.org).





## STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA  
 DATE: APRIL 24, 2018  
 AGENDA #: 8  
 STAFF: CHIEF HUGHES, 559.562.2511 chughes@lindsay.ca.us

### AGENDA ITEM

TITLE 2018 Tulare County Multi-Jurisdictional Local Hazard Mitigation Plan

ACTION Adoption of Resolution No. 18-16

PURPOSE Plan Implementation

COUNCIL OBJECTIVE(S) Live in a safe, clean, comfortable and healthy environment.

### RECOMMENDATION

Staff recommends the adoption of Resolution 18-16 to adopt the 2018 Tulare County Multi-Jurisdictional Hazard Mitigation Plan as approved by Tulare County Office of Emergency Services and Federal Emergency Management Agency

### BACKGROUND | ANALYSIS

The City of Lindsay in accordance with Tulare County and surrounding communities have created a multi-jurisdictional hazard mitigation plan to share resources in the event of a catastrophic event requiring the combined efforts of multiple agencies as required by state and federal officials. This plan has already been adopted by past councils and must be updated every five years in accordance with mandated regulations.

### ALTERNATIVES

- None

### BENEFIT TO OR IMPACT ON CITY RESOURCES

In the event of a catastrophic event in the City of Lindsay, we would rely on Tulare County Office of Emergency Services and surrounding agencies to mitigate the event.

### ATTACHMENTS

- Hazard Mitigation Plan Annex D City of Lindsay
- Resolution #18-XXXXXX
- <http://oes.tularecounty.ca.gov/oes/index.cfm/mitigation/operational-area-adoption/>.

**RESOLUTION NO. 18-16**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY TO ADOPT THE 2018  
TULARE COUNTY MULTI-JURISDICTIONAL LOCAL HAZARD MITIGATION PLAN AS  
APPROVED BY TULARE COUNTY OFFICE OF EMERGENCY SERVICES AND FEDERAL  
EMERGENCY MANAGEMENT AGENCY (FEMA)**

At a Regular meeting of the City Council of the City of Lindsay held the 24th day of April 2018, at 6:00 p.m. of said day, in the Council Chambers at City Hall, 251 East Honolulu, Lindsay, California 93247, the following resolution was adopted:

**WHEREAS**, the City of Lindsay recognizes the threat that natural hazards pose to people and property within our community; and

**WHEREAS**, undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

**WHEREAS**, the City of Lindsay fully participated in the FEMA-prescribed mitigation planning process to prepare this Multi-Hazard Mitigation Plan; and

**WHEREAS**, the California Governor's Office of Emergency Services and Federal Emergency Management Agency, Region IX officials have reviewed the "Tulare County Multi-Jurisdictional Local Hazard Mitigation Plan" (March 2018) and approved it (March 7, 2018) contingent upon this official adoption of the participating government and entities;

**WHEREAS**, an adopted Multi-Hazard Mitigation Plan enables access to future funding for mitigation projects under multiple FEMA pre- and post-disaster mitigation grant programs; and

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Lindsay adopts the "Tulare County Multi-Jurisdictional Local Hazard Mitigation Plan" as an official plan; and

**BE IT FURTHER RESOLVED**, the City of Lindsay will submit this Adoption Resolution to the California Governor's Office of Emergency Services and Federal Emergency Management Agency, Region IX officials to enable the Plan's final approval.

**PASSED AND ADOPTED** by the City Council of the City of Lindsay this 24<sup>th</sup> day of April 2018.

\* \* \* \* \*

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Lindsay held on April 24, 2018, by the following vote, to wit:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

DATED: April 24, 2018

ATTEST:

(s) \_\_\_\_\_  
Bret Harmon, City Clerk

(s) \_\_\_\_\_  
Pamela Kimball, Mayor



## STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA  
DATE: APRIL 24, 2018  
AGENDA #: 9  
STAFF: MICHAEL CAMARENA, DIRECTOR OF CITY SERVICES  
engineering@lindsay.ca.us

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### AGENDA ITEM

TITLE	Proposition 1 – Well 14 and New Production Test Well
ACTION	Request Authorization to Bid
PURPOSE	Statutory/Contractual Requirement Council Vision/Priority
COUNCIL OBJECTIVE(S)	Live in a safe, clean, comfortable and healthy environment. Nurture attractive residential neighborhoods and business districts. Stimulate, attract and retain local businesses. Advance economic diversity. Yield a fiscally self-reliant city government while providing effective, basic municipal services.

---

### RECOMMENDATION

Staff recommends Council authorize bid preparation and release for Test Well

---

### BACKGROUND | ANALYSIS

The City was awarded a Proposition 1 Planning Grant in 2016. The grant encompassed 2 projects, Well 14 DBCP Mitigation and New Production Well. Well 14 DBCP mitigation involves development of construction documents. A technical report has been submitted to State Water Board for review and approval prior to moving to completion of the construction documents. Well 14 has been in compliance with DBCP standards since November 2016, however, State staff has required completion of this portion of the grant.

The New Production Well project, while classified as a planning project, involves drilling a test well in search of quality and quantity of groundwater that could lead to the development of a new domestic well. This planning process involves the step of drilling and water testing at approved location(s) to support the development of a new production well.

The task of test well location has been a long and complicated procedure. Initially there were 11 test well locations identified at 7 sites (the grant defined \$250,000 to fund the drilling of up to 2 test wells). Sites were located inside city limits as well as out of city limits. The City also received permission to test a well located in the southern boundaries of the city however the water quality results were not supportive of exploration in this area (existing agricultural development inside city limits). With the transition of the 11.5 acres of golf course land to soccer park, this created the opportunity to include this land in test well

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## STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA  
DATE: APRIL 24, 2018  
AGENDA #: 9  
STAFF: MICHAEL CAMARENA, DIRECTOR OF CITY SERVICES  
engineering@lindsay.ca.us

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location consideration. There were several other locations in proximity to this site being considered with permission being sought from private land owners. The 11.5 acre site is owned by the City with water infrastructure located on Tulare Road and Sequoia Avenue frontages. Our consulting engineer for this project, Keller and Wegley Civil Engineers of Visalia, prepared the attached Figure which identifies potential test well and production well sites. Final approval and recommendation from hydrogeologist Ken Schmidt and subsequent approval from State Water Board will allow the City to proceed with this test well.

### *ALTERNATIVES*

1. Authorize bid preparation and release for Test Well.
2. Do not authorize and provide direction to Staff.

### *BENEFIT TO OR IMPACT ON CITY RESOURCES*

Potential to increase availability of groundwater supply and provide domestic water for residential, commercial, industrial and institutional use during times when surface water is not accessible or available as well as during periods of high demand when the water treatment facility cannot meet supply demand. Would also potentially provide increased supply for fire events.

### *ENVIRONMENTAL REVIEW*

None at this time, however once final test well location is approved it is anticipated that a categorical exemption will be acceptable method of review.

### *POLICY ISSUES*

None

### *PUBLIC OUTREACH*

Done with this agenda.

### *ATTACHMENTS*

- Figure II Site Plan
-



IMAGE SOURCE: GOOGLE EARTH  
 LOCATION: TULARE COUNTY, SECTION 6, T20S, R27E, MDB&M

L:\City of Lindsay - Test Well\Test Well Figures.dwg



1" = 300'

**LEGEND**

X PROPOSED TEST WELL

SITE MAP
PROPOSED TEST WELL LOCATION
CITY OF LINDSAY



## STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA  
DATE: April 24, 2018  
AGENDA #: 10  
STAFF: MICHAEL CAMARENA, DIRECTOR OF CITY SERVICES  
engineering@lindsay.ca.us

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### AGENDA ITEM

TITLE	Energy Audit Request for Proposals (RFP)
ACTION	Authorize Release of Request for Proposal (RFP)
PURPOSE	Statutory/Contractual Requirement Council Vision/Priority Discretionary Action Plan Implementation
COUNCIL OBJECTIVE(S)	Live in a safe, clean, comfortable and healthy environment. Dedicate resources to retain a friendly, small-town atmosphere. Stimulate, attract and retain local businesses. Advance economic diversity. Yield a fiscally self-reliant city government while providing effective, basic municipal services.

---

### RECOMMENDATION

Recommend approval to advertise and release Energy Audit Request for Proposals (RFP)

---

### BACKGROUND | ANALYSIS

The City is proposing to pursue a qualified consultant via a Request for Proposal (RFP) process for development and implementation of an energy efficiency program and projects.

The City's goal is to utilize financial savings realized from more efficient buildings and facilities and apply those savings toward upgrades and programs that enhance occupant comfort, building performance and increased facility efficiency. The selected firm shall support the City's goal by offering a turnkey energy savings program that accomplishes the following:

- o Achieves persistent long-term cost savings through reduced energy usage
  - o Upgrades old and/or inefficient systems
  - o Maintains consistent and reasonable levels of occupant comfort
  - o Maintains building functionality and compatibility with existing equipment
  - o Improves utilization of technology to achieve optimum performance and savings
  - o Minimizes financial and technical risk to the City
  - o Provides comprehensive funding solutions
  - o Provides training to employees on maintenance and repair of equipment and controls
-



## STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA  
DATE: April 24, 2018  
AGENDA #: 10  
STAFF: MICHAEL CAMARENA, DIRECTOR OF CITY SERVICES  
engineering@lindsay.ca.us

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- Promotes private sector job creation

### *ALTERNATIVES*

- Authorize Release of Energy Audit Request for Proposal (RFP)
- Do Not authorize Release of Energy Audit Request for Proposal (RFP) and provide direction to staff
- Do not Authorize Release of Energy Audit Request for Proposal (RFP) and continue to operate with funding for capital improvements identified in the budget and Capital Improvement Program (CIP)

### *BENEFIT TO OR IMPACT ON CITY RESOURCES*

RFP could identify potential funding of capital improvements with long term savings benefits.

### *ENVIRONMENTAL REVIEW*

None currently

### *POLICY ISSUES*

None currently

### *PUBLIC OUTREACH*

Posted in this agenda

Public advertising if authorized by Council

### *ATTACHMENTS*

- Public Notice – Request for Proposals for Energy Audit Services
- Request for Proposals for Energy Performance Contracting Services Document

**PUBLIC NOTICE**  
**City of Lindsay**  
**Request for Proposals for Energy Audit Services**

The City of Lindsay in Tulare County, California is seeking a qualified Consultant via a Request for Proposal (RFP) process for development and implementation of an energy efficiency program and projects.

The City's goal is to utilize financial savings realized from more efficient buildings and facilities and apply those savings toward upgrades and programs that enhance occupant comfort, building performance and increased facility efficiency. The selected firm shall support the City's goal by offering a turnkey energy savings program that accomplishes the following:

- Achieves persistent long-term cost savings through reduced energy usage
- Upgrades old and/or inefficient systems
- Maintains consistent and reasonable levels of occupant comfort
- Maintains building functionality and compatibility with existing equipment
- Improves utilization of technology to achieve optimum performance and savings
- Minimizes financial and technical risk to the City
- Provides comprehensive funding solutions
- Provides training to employees on maintenance and repair of equipment and controls
- Promotes private sector job creation

Request for Proposal documents shall be obtained via e mail only. RFP electronic file may be requested from Carmen Wilson at [cwilson@lindsay.ca.us](mailto:cwilson@lindsay.ca.us) during normal business hours.

All proposals must be received at City of Lindsay City Services Department, 150 North Mirage Avenue, Lindsay, CA., 93247, no later than 3:00 p.m., on Wednesday, May 24, 2018.

City of Lindsay reserves the right to reject any or all RFP submittals. Questions may be directed to Michael Camarena, 559.562.7102, ext. 4, or via e mail at [engineering@lindsay.ca.us](mailto:engineering@lindsay.ca.us)





*City of Lindsay*

*Request for Proposals  
for  
Energy Performance Contracting Services*

*April 2018*

**City of Lindsay**  
**RFP – Energy Performance Contracting Services**  
**April 2018**

**TABLE OF CONTENTS**

- I. Introduction
- II. Selection Schedule
- III. Scope of Work
- IV. Submittals
- V. Qualification Criteria

**ATTACHMENTS**

- A. Cover Sheet
- B. References
- C. Energy Use by City Facilities
- D. Professional Services Agreement
- E. Minimum Insurance Requirements

## **I. INTRODUCTION**

The City is issuing this RFP with the intent to select and award a contract to a qualified consultant for the development and implementation of an energy efficiency program and projects.

It is the City's intent to award a contract to a firm with demonstrated experience, competency, capacity and qualified team members to implement a comprehensive, performance-based energy conservation program that includes energy audits, system design, installation, monitoring, maintenance, and independent project financing. The awarded firm shall identify funding sources, including utility rebates, low-rate municipal lease financing, grants, and other applicable incentives to implement recommended energy efficiency projects.

As a result of the program and projects, operational performance will be improved while the cost of energy, water, maintenance, and/or repairs is reduced. The City, at its sole discretion, may select the awarded firm for subsequent energy conservation phases. The City, at its sole discretion, also reserves the right to reject any and all bidders.

During this RFP process, interested parties shall direct all questions in writing to Michael Camarena by email at [engineering@lindsay.ca.us](mailto:engineering@lindsay.ca.us). Sites are available for inspection with arrangements made by calling 559-562-7102, ext. 4 or contact by email.

If there is any revision to this RFP, an addendum will be issued and made available to all consultants receiving RFP documents.

## **II. SELECTION SCHEDULE**

The tentative schedule and sequence of this RFP are as follows:

- Release RFP Notice May 1, 2018
- Final day for Submission of Questions to the City May 11, 2018
- Responses to Questions May 16, 2018
- Deadline for Submission of RFP May 24, 2018

## **III. SCOPE OF WORK**

The City's goal is to utilize financial savings realized from more efficient buildings and apply those savings toward upgrades and programs that enhance occupant comfort and building performance. The selected firm shall support the City's goal by offering a turnkey energy savings program that accomplishes the following:

- Achieves persistent long-term cost savings through reduced energy usage
- Upgrades old and/or inefficient systems
- Maintains consistent and reasonable levels of occupant comfort
- Maintains building functionality and compatibility with existing equipment
- Improves utilization of technology to achieve optimum performance and savings
- Minimizes financial and technical risk to the City
- Provides comprehensive funding solutions
- Provides training to employees on maintenance and repair of equipment and controls
- Promotes private sector job creation

Upon award, the selected firm will be required to perform site inspections and reviews at identified City facilities to evaluate facility infrastructure improvements as part of an energy master plan for the City.

Specifically, the selected firm will evaluate and propose applicable Energy Conservation Measures (ECM's) including but not limited to:

- Heating ventilation & air conditioning (HVAC) system optimization, retrofit, upgrade or replacement
- Interior and exterior lighting retrofit or replacement
- Outside, street, and area lighting retrofit or replacement
- Open Standards wireless platform and applications to control, dim, monitor, and help maintain street lighting LED retrofit investment, plus enable a platform for future City applications such as parking, automated meter reading, charging stations, traffic, etc.
- Building Automation System (BAS) installation, upgrade, or expansion leveraging existing technology
- Building envelope upgrades
- Infrastructure improvements that reduce energy and/or reduce operating costs
- Facility pump and motor efficiency upgrade opportunities
- Other training, remote monitoring services, and on-going support services that will ensure objectives of program are met over the term of the agreement

All proposed Energy Conservation Measures must be provided on a turn-key basis, including all necessary permits, engineering, design, installation, commissioning, delivery, training, warranty service, and regulatory compliance.

The Consultant shall also provide all labor, equipment, tools, materials, insurance, supervision, fuel, and all other items needed to deliver energy performance services.

#### **IV. SUBMITTALS**

Submittals shall contain the following:

1. Cover Sheet – Attachment A to this RFP.
2. Provide detailed project history for a minimum of three (3) public sector clients the firm has contracted with for similar energy performance contracting services. Describe the Scope of Work of the project indicating start/completion date, services and equipment provided, project size, total project savings, funding description, and any additional benefits to the customer. Submit an actual measurement and verification report utilizing International Performance Measurement & Verification Protocol (IPMVP) Option C for two of the three (3) references. (Attachment B of this RFP includes a format for reference that can be utilized to fulfill this requirement).
3. The Submittal shall include, at a minimum;
  - a. Brief history of the firm, including location of offices within a 45-mile radius of the City.
  - b. Key differentiating factors and areas of expertise.
  - c. Prior experience performing similar services, particularly for municipal governments.
  - d. Listing of firm's resources and financial capacity to perform the Scope of Work and meet all requirements of this RFP.
  - e. List of personnel to be used on this project and description of their qualifications and experience with projects of a similar size and scope.
  - f. Copy of active general contractor's license in California for a minimum of 24 months.
  - g. Proof of accreditation by NAESCO and inclusion on the USDOE's Qualified List of Energy Service Companies.
  - h. Estimated schedule to complete the Scope of Work.
  - i. Statement regarding any existing or potential conflicts of interest.
  - j. Listing of any litigation involving the firm in the past three (3) years and lawsuit dismissal and/or termination outcomes.
  - k. Statement stating the firm or firms reviewed the Attachment D, Contract, which is expected to serve as the contract for services provided.
  - l. Project Approach:

- a. Provide a description of the firm's approach to performing audits and identifying improvement measures.
  - b. Provide a description of the firm's approach to managing the project and procedures for minimizing occupant disruptions.
  - c. Describe the steps taken by the firm during and after the turnover process to ensure successful project implementation.
  - d. Describe training available for City employees.
  - m. Describe any additional benefits that may result from energy conservation measure implementation including, but not limited to, the potential greenhouse emissions reductions and the number of jobs created. Discuss the firm's added value elements in implementing this energy program including managing the application process and other associated requirements.
  - n. Describe any additional benefits that may result from implementation of the utility savings program and the respondent's added value elements in providing products/services for utility savings projects
  - o. Savings and Measurement and Verification (M&V) Methodologies.
    - a. Describe the firm's approach to projecting and proving energy savings.
    - b. Describe the methodology, formulas and reporting of the savings and the associated IPMVP option used to quantify savings.
    - c. Provide a description of monitoring services after installation to ensure continued savings.
4. The deadline for submittal of RFP's is **3:00 p.m., May 24, 2018.**
  5. **Three (3) complete paper copies of the RFP are required** along with either a compact disc or flash drive containing the electronic copy of the proposal.
  6. RFP's submitted after the time and date set above will not be accepted.
  7. RFP's can be mailed (received prior to date/time deadline) in a sealed envelope to:
 

CITY OF LINDSAY  
 Proposal to Provide Energy Performance Contracting Services  
 P.O. Box 369  
 Lindsay, CA 93247  
 ATTN: Michael Camarena, City Services Director

If the RFP is hand delivered or sent via Fed Ex or UPS, the physical address for delivery is:

CITY OF LINDSAY  
 Proposal to Provide Energy Performance Contracting Services  
 150 North Mirage Avenue  
 Lindsay, CA 93247  
 ATTN: Michael Camarena, City Services Director

Please note the City will require the selected Firm to enter into a Professional Services Agreement; all proposed changes to the Agreement shall be incorporated into the proposal. See Exhibit E for a sample Professional Services Agreement.

**V. QUALIFICATION CRITERIA**

All firms must meet the following minimum requirements to participate in the City’s RFP process:

- Accredited by the National Association of Energy Services Companies (NAESCO) and is included on the U.S. Department of Energy’s (DOE) Qualified List of Energy Service Companies
- Local full-service support office with trained technicians, engineers, and project managers within a forty-five (45) mile radius of the City.
- Successfully implemented at least five (5) energy performance contracts for the public-sector clients in the last 5 years.
- Active General Contractor license in California for a minimum of 24 months
- Minimum of \$10 Million in bonding capacity for a single project

Each submittal shall be judged as to the consultant’s capabilities and experience to perform Energy Performance Contracting Services. Qualification will be based on criteria as follows:

1. Capabilities, Experience and Past Performance: Each firm will be evaluated on its demonstrated capabilities and experience to provide Energy Performance Contracting Services to the City. Past performance on similar types of work will be reviewed and judged on quality of work, adherence to schedule, availability and compliance to local codes and regulations and meaningful experience providing Energy Performance Contracting Services, resources and financial solvency.
2. Key Personnel: Amount of work self-performed, qualifications of proposed team, trainers, and management structure, verification of certification, if applicable, and ability to satisfy insurance requirements.
3. Ability to Accomplish Work and Project Approach: Each firm will be evaluated on its ability to provide Energy Performance Contracting Services in a timely manner. Items to be considered include approach to audits, project management, training, number of qualified staff (emphasis on local staffing), support staff, available equipment and facilities. Current and valid professional licensing is a requirement in the ability to accomplish the services.
4. Local Experience: Each firm will be evaluated on its familiarity with the State and local codes, regulations, procedures and infrastructure requirements.
5. Firm’s Location: Each firm will be evaluated on the location of its office, location of the principal contact and other key staff.
6. Savings: Savings approach, measurement and verification practices
7. Other: Each firm will be evaluated on any supportive information that demonstrates their capabilities to best suit the needs of the City of Lindsay.

All proposals will be reviewed by an evaluation committee. The various significant criteria that will be considered in the evaluation of proposals are summarized above. The City’s final selection will not be dictated on any single factor or criteria. The relative importance of those factors involves judgment on the part of the evaluation committee and will include both objective and subjective analysis. A consultant may be eliminated from consideration for failure to comply with any of the requirements, depending upon the critical nature of such requirements.

The City of Lindsay reserves the right to request clarification of additional information from any firm at any time. After evaluating the proposals and discussing them further with the finalists, the City of Lindsay reserves the right to further negotiate the proposed work and/or method and amount of compensation.

The City has designed this procurement process to adhere to the intent and processes of Public Resource Code 25008 and California Government Code 4217. The agreement will be awarded to the firm who meets all of the RFP requirements, offers the most advantageous combination of service, experience and high ranking for various components contained herein, and whose proposal best serves the interest of the City.

Only one contract will be awarded. At any point, if the City determines the work is not progressing in the appropriate manner, then the City has the right to request a new project manager and/or terminate the contract with the selected firm.

Any changes to the RFP requirements will be made by addendum. All addenda shall be signed by proposers and attached to the proposal. Failure to attach any addenda may render the proposal non-responsive and cause it to be eliminated from consideration.

The City reserves the right to reject any or all proposals submitted, and no representation is made hereby that any contract will be awarded pursuant to this RFP. Receipt of a proposal by the City does not constitute a contract with the City. All costs incurred in the preparation of the proposal and subsequent material, including a proposal, in the submission of additional information, and/or in any other aspect of a proposal prior to the award of a written contract will be borne by the proposer. The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any cost or obligation of any kind, which may be incurred by a proposer. All quotes, inquiries, responses, correspondence, proposals, reports, charts, displays, schedules, exhibits, and other documentation or other information submitted to the City in response to this RFP will become the property of the City and a matter of public record.

The City retains the right to abandon the proposal process at any time prior to the actual execution of a contract with no financial or other responsibility in the event of such abandonment. The City reserves the right to negotiate all final terms and conditions of any agreement entered into.





**ATTACHMENT B**  
**REFERENCES**  
**Request for Proposals for Energy Performance Contracting Services**

**Provide at least three references for similar type work as identified in Section IV.**

Reference 1: \_\_\_\_\_

Representing: \_\_\_\_\_

Project Title: \_\_\_\_\_

Telephone/e mail: \_\_\_\_\_

Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reference 2: \_\_\_\_\_

Representing: \_\_\_\_\_

Project Title: \_\_\_\_\_

Telephone/e mail: \_\_\_\_\_

Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reference 3: \_\_\_\_\_

Representing: \_\_\_\_\_

Project Title: \_\_\_\_\_

Telephone/e mail: \_\_\_\_\_

Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ATTACHMENT C**  
**ENERGY USE BY CITY FACILITY**  
**Request for Proposals for Energy Performance Contracting Services**

Site Name	Address	Square Footage	Dollars Electric	kWh	Dollars Gas	Therms
City Hall	251 E Honolulu Street	7,800	\$ 1,320	9,700	\$ 2,000	1900
City Hall	251 E Honolulu Street		\$ 600	1,500	\$ -	
City Services Department	150 N Mirage	3,000	\$ 1,000	6,000	\$ 715	515
Public Safety Department	185 N Gale Hill Avenue	5,200	\$ 570	1,450	\$ 1,700	1,600
Public Safety Department	185 N Gale Hill Avenue		\$ 360	1,700	\$ -	0
Public Safety Department	185 N Gale Hill Avenue		\$ 515	1,800	\$ -	0
Wellness Center	860 N Sequoia Avenue	22,350	\$ 53,000	349,000	\$ 3,000	3,275
Wellness Center, Aquatics Facility	860 N Sequoia Avenue	1,200	\$		\$ 20,300	26,150
Water Treatment Plant	729 E Honolulu Street	530	\$ 16,725	170,000	\$ -	0
Wastewater Treatment Plant	23611 Road 196	1,800	\$ 16,200	253,000	\$ -	0
Olive Bowl Ball Park	Olive Ave/Apia St		\$ 1,700	450	\$ -	0
Chamber of Commerce	133 W Honolulu Street	6,700	\$ 1,300	8,250	\$ -	0
Corporation Yard	476 N Mt. Vernon	930	\$ 1,300	8,250		
City Well 14	Avenue 242/Hwy. 65		\$ 9,300	57,700		
City Well 15	Road 188/Avenue 240		\$ 13,600	114,000		
	<b>Totals</b>	<b>49,510</b>	<b>\$ 117,490</b>	<b>982,800</b>	<b>\$ 27,715</b>	<b>33,440</b>
<i>Alternate Facility</i>						
McDermont Field House	365 N Sweet Brier Avenue	172,000	\$ 128,000	720,000	\$ 7,800	9,200
			\$		\$ 1,000	850

**ATTACHMENT E**  
**Professional Services Agreement**  
**Request for Proposals for Energy Performance Contracting Services**

THIS AGREEMENT, made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between the CITY OF LINDSAY, a municipal corporation, hereinafter referred to as CITY, and \_\_\_\_\_, hereinafter referred to as CONSULTANT, and based upon the exchange of mutual promises hereinafter contained, the parties agree as follows:

1. **Contract Documents.** The complete Contract includes all the contract documents, to-wit:
  - (a) This Energy Performance Contracting Services RFP Document;
  - (b) Qualification submittals;
  - (c) Contract;
  - (d) Duly issued Addenda and all modifications incorporated in the foregoing documents before execution of the Contract Agreement.

The foregoing contract documents are hereby incorporated by reference and shall be deemed and considered as forming a part of this Contract Agreement as fully and to the same extent as if it were copied at length herein.

2. **The Work.** The Consultant agrees to furnish all tools, labor, materials, equipment, transportation, services and supplies necessary to perform and complete the project designated as **Energy Performance Contracting Services** in strict conformity with and in exact accordance with this RFP and proposal and all other Contract Documents referred to above.
3. **Commencement and Completion of the Project.** This Agreement shall commence on \_\_\_\_\_, and shall remain and continue in effect until tasks described herein are completed, but in no event later than \_\_\_\_\_, unless sooner terminated pursuant to the provisions of this Agreement.
4. **Performance.** Consultant shall at all times faithfully, competently, and to the best of his/her ability, experience, and talent perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.
5. **Suspension or Termination of Agreement Without Cause.** City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon Consultant at least ten (10) days prior written notice. Upon receipt of said notice, Consultant shall immediately cease all work under this Agreement, unless notice provides otherwise. If City suspends or terminates a portion of the Agreement, then such suspension or termination shall not make void or invalidate the remainder of this Agreement.

In the event this Agreement is terminated pursuant to this Section, City shall pay to Consultant the actual value of the work performed up to the time of termination; provided, that the work performed is of value to City. Upon termination of the Agreement pursuant to this Section, Consultant will submit an invoice to City pursuant to Section 3.

6. **Default of Consultant.** Consultant's failure to comply with the provisions of this Agreement shall constitute a default. If Consultant is in default for cause under the terms of this Agreement, City shall

have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to Consultant following notice of default and an opportunity to cure, as set forth below. If such failure by Consultant to make progress in the performance of work hereunder arises out of causes beyond Consultant's control, and without fault or negligence of Consultant, then it shall not be considered a default.

If the City Manager, or his/her delegate, determines Consultant is in default in the performance of any of the terms of this Agreement, then he/she shall cause to be served upon Consultant a written notice of the default. Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. If Consultant fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

7. **Ownership of Documents.** Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relates to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of Consultant. With respect to computer files (electronic files), Consultant shall provide either a compact disc or flash drive containing all project related files.

Project related documents as identified above shall be delivered to City within 30 days upon completion of or in the event of termination or suspension of this Agreement.

8. **Indemnification.**

**Indemnification for Professional Liability.** The professional standard of care for Consultant's Services is as follows: in providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. To the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City and each of its officers, employees, and agents (the "Indemnified Parties") from and against any and all losses, liabilities, damages, costs, and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error, or omission of Consultant, its officers, agents, employees, or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

**Indemnification for Other Than Professional Liability.** Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any kind, whether actual, alleged, or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a

consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Consultant.

General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section from each and every subcontractor or any other person or entity involved by, for, with, or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this Section. Failure of City to monitor compliance with these requirements imposes no additional obligations on the Indemnified Parties and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend the Indemnified Parties as set forth herein is binding on the successors, assigns, or heirs of Consultant and shall survive the termination of this Agreement or this Section. The indemnification and defense obligations set forth in this Section shall apply whether or not there is active negligence, passive negligence, or any act for which any of the Indemnified Parties may be strictly liable; provided, however, that such obligations shall not be applicable to liability caused by the sole negligence or willful misconduct of any of the Indemnified Parties.

**10. Insurance.** During the entire term of this Agreement, Consultant shall maintain insurance coverage as specified in Attachment F and incorporated herein by reference.

**11. Independent Contractor.** Consultant is and shall at all times remain a wholly independent contractor to the City. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

**12. Legal Responsibilities.** Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws and regulations. City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

**13. General Prevailing Rate of Per Diem Wages.** Any contract entered into pursuant to this notice will incorporate the provisions of the U.S. Department of Labor Code and the State of CA Department of Industrial Relations with the prevailing rates of wages and apprenticeship employment standards established by both agencies, where applicable.

- 14. Compliance with Other Provisions of Law Relative to Public Contract.** The City is a public agency in the State of California and is subject to the provisions of the Government Code, The Public Contract Code and the Labor Code of that State. It is stipulated and agreed that all provisions of law applicable to public contracts are a part of this Contract to the same extent as though set forth herein and will be complied with by the Consultant where applicable. These include, but are not limited to, the stipulation that eight hours' labor constitutes a legal day's work and the Contractor will, as a penalty to the City, forfeit twenty-five (\$25.00) for each workman employed in the execution of the Contract by the Contractor or any subcontractor for each calendar day during which such workman is required or permitted to work more than eight hours in violation of the provisions of Article Three, Chapter One, Part Seven, Division 2 of the California Labor Code, except as permitted by law.
- 13. Undue Influence.** Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of City in connection with the award, terms, or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City will receive compensation, directly or indirectly, from Consultant, or from any officer, employee, or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to any and all remedies at law or in equity.
- 14. No Benefit to Arise to Local Employees.** No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over responsibilities with respect to the Project during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.
- 15. Release of Information/Conflicts of Interest.** All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

Consultant shall promptly notify City should the Consultant, its officers, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder.

City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

**16. Notices.** Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by 1) personal service; 2) delivery by a reputable document delivery service, such as, but not limited to, Federal Express, which provides a receipt showing date and time of delivery; or 3) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as the party may later designate by notice.

To City: City of Lindsay  
Attention: William Zigler, City Manager  
P.O. Box 369  
Lindsay, CA 93247

To Consultant: Consultant/Company name  
Attention: Name of Contact  
Address  
City, State, Zip Code  
Telephone Number  
Email Address

**17. Assignment.** Neither City nor Consultant may assign, sublet, or transfer any rights under or interest (including, but not without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

**18. Licenses.** At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses required of it by law for the performance of the services described in this Agreement.

**19. Governing Law.** City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the state or federal district court with jurisdiction over the City.

**20. Termination or Modification of Contract. Environmental Reasons.** City may terminate, amend or modify the contract for environmental considerations. In the event of such termination, modification or amendment, the notification to the Consultant thereof will include a statement of the compensation payable, if any, by reason of such termination, modification or amendment. Any claims filed by the Consultant shall be in sufficient detail to enable the City to ascertain the basis and amount of said claims. The City will consider and determine the Consultant's claim and it will be the responsibility of the Consultant to furnish, within a reasonable time, such further information and details as may be required by the City to determine the facts or contentions involved in his claims. Failure to submit such information and details will be sufficient cause for denying the claims.

**21. Entire Agreement.** This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior, contemporaneous, or subsequent agreements, understandings, representations, and statements, oral or written, shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of all facts such party deems material. This Agreement can be modified only by an agreement in writing signed by both parties.

**IN WITNESS WHEREOF**, this Contract is executed by the duly authorized agent(s) of the City and by the Consultant on the date set before the name of each.

CITY OF LINDSAY

CONSULTANT/FIRM'S NAME

By: \_\_\_\_\_  
Pamela Kimball, Mayor

\_\_\_\_\_  
Consultant

\_\_\_\_\_  
By:

\_\_\_\_\_  
Title  
(Corporate Seal)

(City Seal)  
Attest:

\_\_\_\_\_  
Bret Harmon, City Clerk

Approved as To Form:

\_\_\_\_\_  
Mario Zamora, City Attorney



**ATTACHMENT F**  
**Minimum Insurance Requirements**  
**Request for Proposals for Energy Performance Contracting Services**

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this Section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to City.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office “Commercial General Liability” policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross-liability for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 (One Million Dollars) per occurrence for all covered losses and no less than \$2,000,000 (Two Million Dollars) general aggregate.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 (One Million Dollars) per accident, \$2,000,000 (Two Million Dollars) aggregate. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant’s employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

Workers’ Compensation on a State-approved form providing statutory benefits as required by law with employer’s liability limits no less than \$1,000,000 (One Million Dollars) per occurrence.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverage. Any such coverage provided under an umbrella liability policy shall include a drop-down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured’s liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury employees of Consultant, subcontractors or others involved in the work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000 (One Million Dollars) per occurrence, \$1,000,000 (One Million Dollars) aggregate.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect acts, errors or omissions of Consultant and “Covered Professional Services” as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be no less than \$1,000,000 (One Million Dollars) per claim and \$2,000,000 (Two Million Dollars) aggregate in the aggregate. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer’s duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the State of California and with an A.M. Best’s rating of A or better and a minimum financial size VII.

Other carriers will be considered on a case-by-case basis at the sole discretion of the City. Other carriers to be considered must be submitted for review. City's acceptance of alternate carriers must be in writing.

General conditions pertaining to provisions of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insured City, its officers, employees, and agents using standard ISO endorsement No. CG 20 10 with an edition prior to 1992. Consultant also agrees to require all contractors and subcontractors provide identical coverage. Other additional insured endorsement forms will be considered on a case-by-case basis at the sole discretion of the City. Other forms to be considered must be submitted for review. City's acceptance of forms other than CG 20 10 must be in writing.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. None of the coverage required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification, and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g., elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverage required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to the City Clerk at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City's option.
8. Certificate(s) are to reflect that the insurer will provide thirty-days' (30-days') notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

9. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Consultant, or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to City.
10. Consultant agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, architect, engineer, or other entity or person in any way involved in the performance of work on the project contemplated by this Agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the Contract or Agreement to change the amounts and types of insurance required by giving the Consultant ninety-days (90-days) advance notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.
13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
15. Consultant will renew the required coverage annually as long as City, or its employees or agents, face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
16. Consultant shall provide proof that policies of insurance herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. **Proof that such coverage has been ordered shall be submitted to the City Clerk prior to expiration. A certificate of insurance and additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five (5) days after the expiration of the coverage.**
17. The provisions of any Workers' Compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officers, and agents.
18. Requirements of specific coverage features or limits contained in this Section are not intended as limitations on coverage, limits, or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of

clarification only as it pertains to a given issue and is not intended by any party or insured to be limiting or all-inclusive.

19. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this Section supersede all sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impair the provisions of this Section.
21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves that right to charge City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
22. Consultant agrees to provide immediate notice to City of any loss against Consultant arising out of the work performed under this Agreement. City assumes no obligation or liability by such notice, but has the right, but not the duty, to monitor the handling of any such claim or claims if they are likely to involve City.



## STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA  
DATE: April 24, 2018  
AGENDA #: 11  
STAFF: MICHAEL CAMARENA, DIRECTOR OF CITY SERVICES  
engineering@lindsay.ca.us

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### AGENDA ITEM

TITLE	2017-2018 Transit Agreement between The City of Lindsay and the County of Tulare
ACTION	Approval of Resolution No. 18-17
PURPOSE	Statutory/Contractual Requirement Council Vision/Priority Discretionary Action Plan Implementation
COUNCIL OBJECTIVE(S)	Live in a safe, clean, comfortable and healthy environment. Increase our keen sense of identity in a physically connected and involved community. Dedicate resources to retain a friendly, small-town atmosphere. Stimulate, attract and retain local businesses. Advance economic diversity. Yield a fiscally self-reliant city government while providing effective, basic municipal services.

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### RECOMMENDATION

Staff recommends approval of Resolution No. 18-17 and authorize the Mayor to execute the Agreement.

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### BACKGROUND | ANALYSIS

Consistent with previous years, this service agreement specifically provides Dial-A-Ride (DAR) services (also referred to as Demand Services) for Lindsay residents inside the City Limits. Exhibit A shows the boundary of this demand response service and this request is to approve the operational agreement and supporting resolution for transit users inside the city limits only.

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## STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA  
 DATE: April 24, 2018  
 AGENDA #: 11  
 STAFF: MICHAEL CAMARENA, DIRECTOR OF CITY SERVICES  
 engineering@lindsay.ca.us

The total ridership for the Lindsay 2016-17 DAR service area was 3,497 riders. The breakdown of the riders was as follows;

<u>2015-2016</u>	<u>2016-2017</u>	
2,449	2,651	General riders
963	539	Senior riders
460	108	Handicap riders
<u>674</u>	<u>199</u>	Children
4,546	3,497	Total Riders

The funding for this service has been and is proposed to be provided by Lindsay’s share of the State of California’s Transit Assistance Fund (STA). The STA funds are intended for the development and support of public transportation needs. For 2018-19, there are other transit funding sources proposed to offset the impact to the STA funds as well (identified below).

### **State Transit Assistance (STA) and Other Transit Funding Sources**

The sales tax on gasoline is used to reimburse the state coffers for the impacts of the one-quarter cent sales tax used for Local Transportation Fund. Any remaining funds are available to the counties for local transportation purposes. In FY 2018/19, the City of Lindsay is projected to receive \$77,011.38 from this source. Tulare County Area Transit staff has provided complete budget information with regard to expense and revenue distribution. The calculated cost for the Dial-A-Ride service for Lindsay is \$64,699. Any remaining funds from the Lindsay STA accounts are able to be carried over for qualified transit projects in the future.

The Road Repair and Accountability Act of 2017, Senate Bill (SB) 1 (Chapter 5, Statutes of 2017), signed by the Governor on April 28, 2017, includes a program that will provide additional revenues for transit infrastructure repair and service improvements. This investment in public transit will be referred to as the State of Good Repair (SGR) program. This program provides funding of approximately \$105 million annually to the State Transit Assistance (STA) Account. These funds are to be made available for eligible transit maintenance, rehabilitation and capital projects. The City scheduled to receive \$17,246.90 of SB1 SGR funds in this category.

The Public Transportation Modernization, Improvement, and Service Enhancement Account Program (PTMISEA) was created by Proposition 1B, the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006. Of the \$19.925 billion available to Transportation, \$3.6 billion dollars was allocated to PTMISEA to be available to transit operators over a ten-year period. PTMISEA funds may be used for transit rehabilitation, safety or modernization improvements, capital service enhancements or expansions, new capital projects, bus rapid transit improvements, or rolling stock (buses and rail cars) procurement, rehabilitation or replacement. Funds in this account are appropriated annually by the Legislature to the State Controller’s Office (SCO) for allocation in accordance with Public Utilities Code formula distributions: 50% allocated to Local Operators based on fare-box revenue and 50% to Regional Entities based on population. The City has utilized these funds to construct bus stop shelters at various locations inside the city limits in the past.



## STAFF REPORT

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 engineering@lindsay.ca.us

California Governor’s Office of Emergency Services (CalOES) and the California Transit Security Grant Program is also providing Lindsay with \$5,169 in funding. These funds are earmarked for capital project that provides increased protection against a security or safety threat within transit systems.

Lindsay does not operate transit services directly, but with this agreement, provides public the benefit of a localized DAR service. As the provider of transit services to the City, Tulare County Area Transit (TCAT) is an authorized and approved California transit provider and has the need and ability to expend transit funds for necessary improvements within its transit program. The City has agreed to transfer its share of SB1, PTMISEA and CalOES funds to TCAT, less 10%, to reduce the impact to Lindsay’s STA fund.

A recap of the 2018-19 cost and the proposed funding;

2018-19 City of Lindsay Transit Service Projected Cost:	\$64,699.00
SB1 SGR Funds:	\$17,246-10%= (\$15,521.40)
PTMISEA Funds (2016-17):	\$8,442-10% = (7,597.80)
PTMISEA Funds (2017-18):	\$4,391-10% = (3,951.90)
CalOES Funds:	\$5,169-10% = (4,652.10)

Total Projected Transit Cost funded from City of Lindsay STA account \$32,976.15

### ALTERNATIVES

- Approve Resolution 18-17 as recommended;
- Do not approve Resolution 18-17. This action would require the City to pursue an alternate method of providing a similar public transit system. If an alternate system is not secured, the ability to receive State of California’s Transit Assistance Funds and Local Transportation Funds would be jeopardized;
- Direct staff to pursue some other action

### BENEFIT TO OR IMPACT ON CITY RESOURCES

Approval of this service agreement specifically provides Dial-A-Ride (DAR) services for Lindsay residents inside the City Limits.

### ENVIRONMENTAL REVIEW

None currently.



## STAFF REPORT

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### *POLICY ISSUES*

As identified above, by not approving Resolution 18-17 would require the City to pursue an alternate method of providing a similar public transit system. If an alternate system is not secured, the ability to receive State of California's Transit Assistance Funds and Local Transportation Funds would be jeopardized.

### *PUBLIC OUTREACH*

POSTED IN THIS AGENDA

### *ATTACHMENTS*

- Resolution No. 18-17
- 2017-2018 Transit Agreement;
- Exhibit A, Boundary Map and Schedule of Service
- Transit Agreement Calculation Page



**RESOLUTION NO. 18-17**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY  
AUTHORIZING APPROVAL OF THE 2018-2019 TRANSIT AGREEMENT BETWEEN  
THE CITY OF LINDSAY AND THE COUNTY OF TULARE**

At a Regular meeting of the City Council of the City of Lindsay held the 24th day of April 2018, at 6:00 p.m. of said day, in the Council Chambers at City Hall, 251 East Honolulu, Lindsay, California 93247, the following resolution was adopted:

**WHEREAS**, the City Council has entered into annual agreements with the County of Tulare for the provision of certain transit services in the past; and

**WHEREAS**, the City Council has determined that it is in the City's interest to continue the agreement for provisions of transit services by the County of Tulare for the fiscal year of July 1, 2018 through June 30, 2019; and

**WHEREAS**, the City Council desires to approve the Agreement with the County of Tulare for provision of transit services for the 2018/2019 fiscal year, effective July 1, 2018;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Lindsay:

Section 1. The City Council of the City of Lindsay hereby approves the Agreement with the County of Tulare for provisions of transit services for the fiscal year 2018/2019.

Section 2. The Agreement with the County of Tulare for such services, attached hereto and incorporated herein by reference is hereby approved and the Mayor is authorized to execute the Agreement on behalf of the City of Lindsay, effective July 1, 2018.

**PASSED AND ADOPTED** by the City Council of the City of Lindsay this 24th day of April, 2018.

CITY COUNCIL OF THE CITY OF LINDSAY

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Pamela Kimball, Mayor

ATTEST:

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Bret Harmon, City Clerk

1 **AGREEMENT**

2 THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018,  
3 by and between the CITY OF LINDSAY, hereinafter referred to as the “City” and the COUNTY  
4 OF TULARE, hereinafter referred to as the “County”.

5 **WITNESSETH:**

6 WHEREAS, the City and the County desire to provide coordinated transit service in the  
7 Lindsay area; and

8 WHEREAS, it is mutually beneficial for the City and the County to provide this transit  
9 service by agreement; and

10 WHEREAS, the County operates Tulare County Transit, a public transit system; and

11 WHEREAS, there are and will continue to be, citizens of the County who can reasonably be  
12 served by a demand response transit system within the City, and there are and will continue to be,  
13 citizens of the City who can reasonably be served by the County’s demand response transit system;  
14 and

15 WHEREAS, there are and will continue to be, citizens of the County who can reasonably be  
16 served by a fixed-route transit system operating within the City, and there are and will continue to  
17 be, citizens of the City who can reasonably be served by the County’s fixed-route transit system;  
18 and

19 WHEREAS, the County and City recognize the goals of providing a transportation system  
20 to the general public at a reasonable fare and that of providing coordinated public transportation  
21 service within the Lindsay area.

22 NOW, THEREFORE, the City and the County mutually agree as follows:

- 23 1. **Scope of Work.** The County shall operate and manage a demand response public  
24 transit service within the Service Areas as shown on Exhibit “A” attached hereto and fully  
25 incorporated herein by this reference and shall provide transit service to those residents of  
26 the City desiring to use the demand response services of the County transit system. The  
27 operation and management of the demand response transit service shall be the responsibility  
28 of the County. The service area may be modified by mutual agreement of the City Manager  
29 and the County Director of Transportation. The County shall also continue to operate a fixed-  
30 route service per the route maps shown on Exhibit “B” attached hereto and fully incorporated  
31 herein by this reference and shall provide transit service to those residents of the City desiring  
32 to use the regularly scheduled services of this County transit system. The operation and  
33 management of the fixed-route service shall be the responsibility of the County. The route  
34 may be modified by mutual agreement of the City Manager and the County Director of  
35 Transportation.

1           2. **Hours of Operation.** The demand response transit service will operate on a dial-  
2 a-ride basis, Monday through Friday except on those holidays that the senior citizen meal  
3 sites are not open. The hours of operation shall be set by mutual agreement of the City  
4 Manager and the County Director of Transportation. The fixed-route service shall operate  
5 Monday through Sunday except on those holidays that are recognized by Tulare County  
6 Transit. The hours of operation for demand response shall be set by mutual agreement of the  
7 City Manager and the County Director of Transportation.

8           3. **Management.** The County shall manage and operate the transit system in an  
9 appropriate manner, insuring a cost effective operation, including marketing the system and  
10 collecting fares from the riders.

11           4. **Fuel, Oil and Storage.** The City shall provide fuel, oil and storage facilities for  
12 the transit vehicles. Only the cost of the fuel and oil provided for the vehicles shall be billed  
13 to the County. The cost of the storage facilities shall be borne by the City.

14           5. **Collection of Fares.** For the demand response transit service, the City shall count,  
15 collect, receipt and secure all cash fares delivered to the City by County Agent on a daily  
16 basis. The City shall return all said cash fares to the County according to schedules and  
17 procedures acceptable to the City Manager and the County Director of Transportation. No  
18 additional compensation shall be due either party to this Agreement for this service. Fares  
19 collected on the fixed-route service shall be collected, counted and secured by the County.

20           6. **Compensation.** In addition to any fares collected and due to the County under  
21 paragraph 5, the City shall compensate the County the sum of \$64,699 for service provided  
22 under this Agreement. Compensation is based on the prorated share of the City's and  
23 County's previous year ridership on the dial-a-ride transit service, and an agreed upon  
24 amount contributed by the City to help offset the operational costs of the fixed-route service.  
25 The City hereby authorizes, by execution of this Agreement, the Tulare County Association  
26 of Governments (TCAG) to transfer said compensation from the City's 2017/2018  
27 Transportation Development Act Apportionment to the County's 2017/2018 Transportation  
28 Development Act Apportionment. The County shall then submit a claim to TCAG for the  
29 amount specified as 2017/2018 Compensation. Said compensation shall be as follows:

	<u>COMPENSATION</u>	<u>SOURCE</u>
Lindsay	\$64,699	Local Transportation Fund and/or State Transit Assistance Funds

33  
34           7. **Credits.** The City has allowed the County to apply on its behalf for various transit  
35 funding sources, not directly available to the City. The County agrees to reduce the

1 compensation requirement discussed in paragraph 6 by 90% of the aggregate amount of these  
2 funding sources (detailed below):

	<u>CREDIT</u>	<u>SOURCE</u>
Lindsay	\$12,833	Public Transportation Modernization
	(90% = 11,552)	Improvement Service Enhancement Account
Lindsay	\$5,169	California Office of Emergency Services Funds
	(90% = 4,652)	
Lindsay	\$17,246	SB1 – State of Good Repair Funding
	(90% = 15,521)	

12 In the event the County does not receive any of the transit funding sources described  
13 above in full, the City’s credits will be reduced and they will be responsible for payment.

14  
15 **8. Indemnification-City.** City shall hold harmless, defend and indemnify County, its  
16 agents, officers and employees from and against any liability, claims, actions, costs, damages  
17 or losses of any kind, including death or injury to any person and/or damage to property,  
18 arising out of the activities of City or its agents, officers and employees under this  
19 Agreement. This indemnification specifically includes any claims that may be made against  
20 County by any taxing authority asserting that an employer-employee relationship exists by  
21 reason of this Agreement, and any claims made against County alleging civil rights violations  
22 by City under Government Code section 12920 et seq. (California Fair Employment and  
23 Housing Act). This indemnification obligation shall continue beyond the term of this  
24 Agreement as to any acts or omissions occurring under this Agreement or any extension of  
25 this Agreement.

26 **9. Indemnification-County.** County shall hold harmless, defend and indemnify City,  
27 its agents, officers and employees from and against any liability, claims, actions, costs,  
28 damages or losses of any kind, including death or injury to any person and/or damage to  
29 property, arising out of the activities of County or its agents, officers and employees under  
30 this Agreement. This indemnification obligation shall continue beyond the term of this  
31 Agreement as to any acts or omissions occurring under this Agreement or any extension of  
32 this Agreement.

33 **10. Insurance-Liability.** The County shall provide comprehensive general public  
34 liability and comprehensive automotive liability insurance with single limit coverage of not  
35 less than \$5,000,000 or equivalent self-insurance covering their activities under this  
36 Agreement. Prior to commencing operations, the County shall file with the Clerk of the other  
37 party certificates of insurance evidencing the coverage required herein and naming the other

1 party, its officers, agents and employees as additional insureds. Such certificates shall state  
2 that the named additional insureds are not responsible for the payment of any premium or  
3 assessment and shall provide that in the event of a cancellation or material change of policy,  
4 the insurer shall give the named additional insureds no less than thirty (30) days advance  
5 written notice of such cancellation or change. Upon request, the County shall provide the  
6 City with a complete copy of the insurance policy or policies or evidence and terms of self-  
7 insurance as required herein. The insurance, and evidence thereof, required by this  
8 Agreement may be provided either directly by the County or, if the County contracts with an  
9 independent contractor/operator to provide the services required by this Agreement, by the  
10 operator of the County's system as deemed appropriate by the County.

11  
12 **11. Term of Agreement.** Except as to the obligations described in Section 11(c) this  
13 Agreement shall become effective July 1, 2017 and shall terminate June 30, 2018, unless  
14 terminated earlier as provided in this Agreement.

15 **12. Termination.** The right to terminate this Agreement under this provision may be  
16 exercised without prejudice to any other right or remedy to which the terminating party may  
17 be entitled at law or under this Agreement.

18 (a) Without Cause. County shall have the right to terminate this Agreement  
19 without cause by giving City SIXTY (60) days prior written notice of its intention to  
20 terminate pursuant to this provision, specifying the date of termination.

21 (b) With Cause. This Agreement may be terminated by either party should the  
22 other party:

- 23 (i) be adjudged a bankrupt, or
- 24 (ii) become insolvent or have a receiver appointed, or
- 25 (iii) make a general assignment for the benefit of creditors, or
- 26 (iv) suffer any judgment which remains unsatisfied for 30 days, and which  
27 would substantively impair the ability of the judgment debtor to perform under  
28 this Agreement, or
- 29 (v) materially breach this Agreement.

30 For any of the occurrences except item (v), termination may be effected upon  
31 written notice by the terminating party specifying the date of the termination. Upon a  
32 material breach, the Agreement may be terminated following the failure of the  
33 defaulting party to remedy the breach to the satisfaction of the non-defaulting party  
34 within FIVE (5) days of written notice specifying the breach. If the breach is not  
35 remedied within that FIVE (5) day period, the non-defaulting party may terminate the  
36 Agreement on further written notice specifying the date of termination.

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

8           (c) Effects of Termination. Termination of this Agreement shall not terminate  
9 any obligations to indemnify, to maintain and make available any records pertaining to  
10 the Agreement, to cooperate with any audit, to be subject to offset, or to make any  
11 reports of pre-termination contract activities.

12           **13. Conditions to Continuing the Agreement.** This Agreement is entered into with  
13 the anticipation of certain funds being available, either locally or from the State or Federal  
14 governments, and such funding for any reason is no longer available, this Agreement may be  
15 terminated by County on written notice specifying the date of termination. Termination of  
16 this agreement does not relieve the City of the obligation to pay for services already rendered  
17 in accordance with this Agreement.

18           **14. Notices.** Any notices to be given shall be written and served either by personal  
19 delivery or by first class mail, postage prepaid and addressed as follows:

20 /  
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22 /  
23                           City:    City Manager  
24                                    City of Lindsay  
25                                    P. O. Box 369  
26                                    Lindsay, California 93274

27  
28                           County: County Director of Transportation  
29                                    Resource Management Agency  
30                                    5961 S. Mooney Blvd.  
31                                    Visalia, California 93277

32           **15. Integration.** This Agreement constitutes the sole and only Agreement between the  
33 parties hereto as to the services to be provided hereunder. Any prior agreements, promises,  
34 negotiations or representations as to such services not expressly referred to herein are of no  
35 force and effect.

36           **16. Modification.** Except as otherwise specifically provided herein, this Agreement  
37 shall be modified or amended only with the prior written consent of the parties.

1           17. **Surveys.** Either the City or the County may conduct periodic ridership surveys.  
2 Said surveys shall not interfere with the operation of the system.

3           18. **Legal Operation.** City and County each shall carry out its obligations under this  
4 Agreement in full compliance with all applicable federal, state and local laws, ordinances,  
5 rules and regulations.

6           19. **Construction.** This Agreement reflects the contributions of both parties and  
7 accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret  
8 any uncertainty.

9           20. **Governing Law.** This Agreement shall be interpreted and governed under the laws  
10 of the State of California without reference to California conflicts of law principles. Any  
11 litigation arising out of this Agreement shall be brought in Tulare County California. City  
12 waives the removal provisions of California code of Civil Procedure Section 394.

13           21. **Conflict with Laws or Regulations/Severability.** This Agreement is subject to  
14 all applicable laws and regulations. If any provision of this Agreement is found by any court  
15 or other legal authority, or is agreed by the parties, to be in conflict with any code or  
16 regulation governing its subject, the conflicting provision shall be considered null and void.  
17 The remainder of the Agreement shall continue in full force and effect.

18           22. **Headings.** Section headings are provided for organizational purposes only and do  
19 not in any manner affect the scope, meaning or intent of the provisions under the headings.

20           23. **No Third Party Beneficiaries.** Unless specifically set forth, the parties to this  
21 Agreement do not intend to provide any other party with any benefit or enforceable legal or  
22 equitable right or remedy.

23           24. **Waivers.** The failure of either party to insist on strict compliance with any  
24 provision of this Agreement shall not be considered a waiver of any right to do so, whether  
25 for that breach or any subsequent breach. The acceptance by either party of either  
26 performance or payment shall not be considered to be a waiver of any preceding breach of  
27 the Agreement by the other party.

28           25. **Exhibits and Recitals.** The Recitals and the Exhibits to this Agreement are fully  
29 incorporated into and are integral parts of this Agreement.

30           26. **Further Assurances.** Each party agrees to execute any additional documents and  
31 to perform any further acts which may be reasonably required to effect the purposes of this  
32 Agreement.

33           27. **Assurances of Non-Discrimination.** City expressly agrees that it will not  
34 discriminate in employment or the provision of services on the basis of any characteristic or  
35 condition upon which discrimination is prohibited by state or federal law or regulation.

1           28. **Assignment/Subcontracting.** Neither party shall assign or transfer any rights or  
2 privileges or any parts thereof of this agreement without the other's prior written consent.

3           29. **Drivers.** The parties shall require that all transit drivers meet all licensing  
4 requirements of the State of California.

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7           **REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY**  
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1 //IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date  
2 first above written.

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COUNTY OF TULARE

By \_\_\_\_\_  
Chairman, Board of Supervisors  
"County"

ATTEST:  
County Administrative Officer/  
Clerk of the Board of Supervisors.

By \_\_\_\_\_  
Deputy

CITY OF LINDSAY

By \_\_\_\_\_  
Title: Pamela Kimball, Mayor  
"City"

ATTEST: City Clerk,  
CITY OF LINDSAY

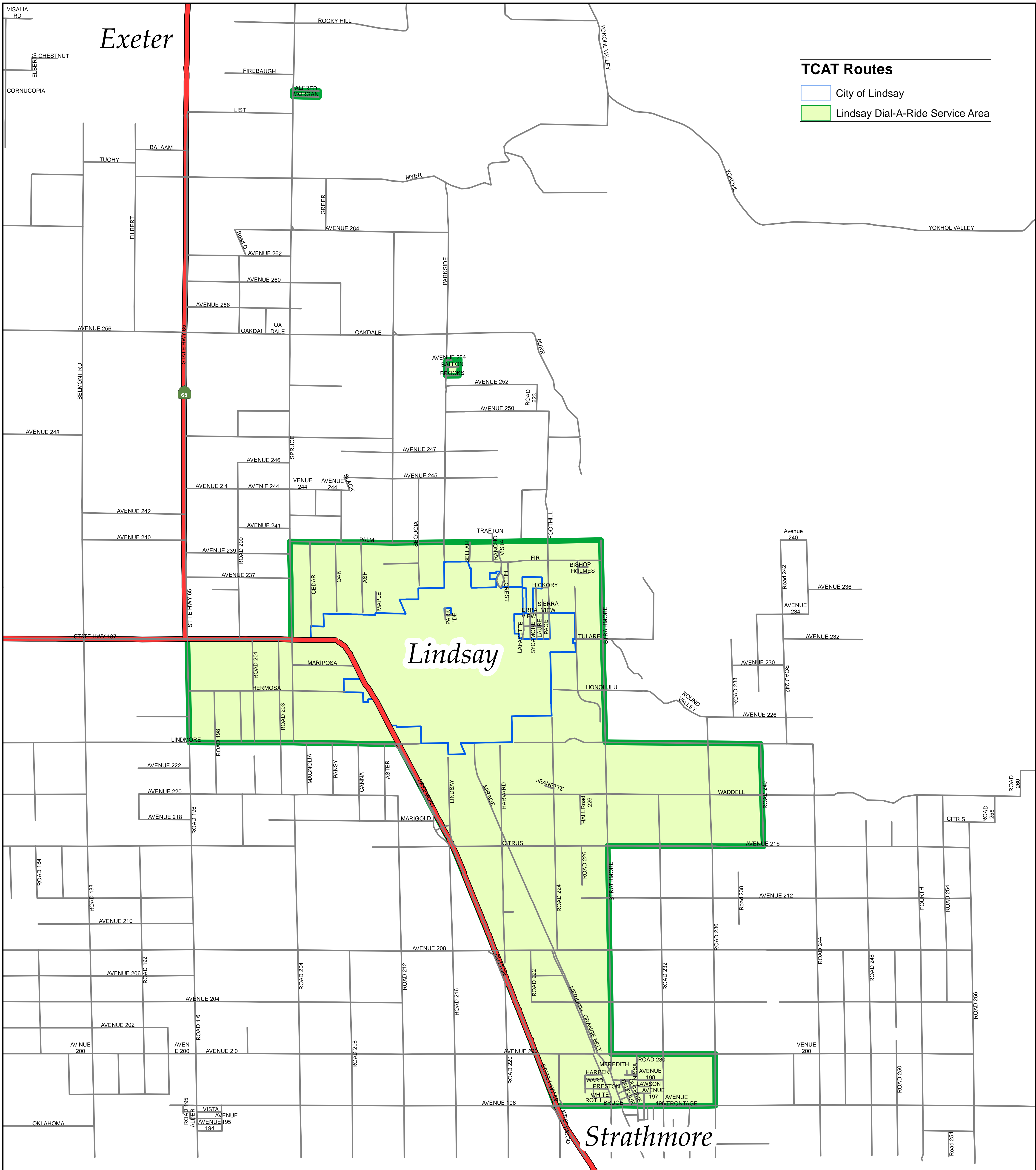
By \_\_\_\_\_  
Bret Harmon

Approved as to form,  
County Counsel

By \_\_\_\_\_  
Deputy

# EXHIBIT "A" BOUNDARY MAP

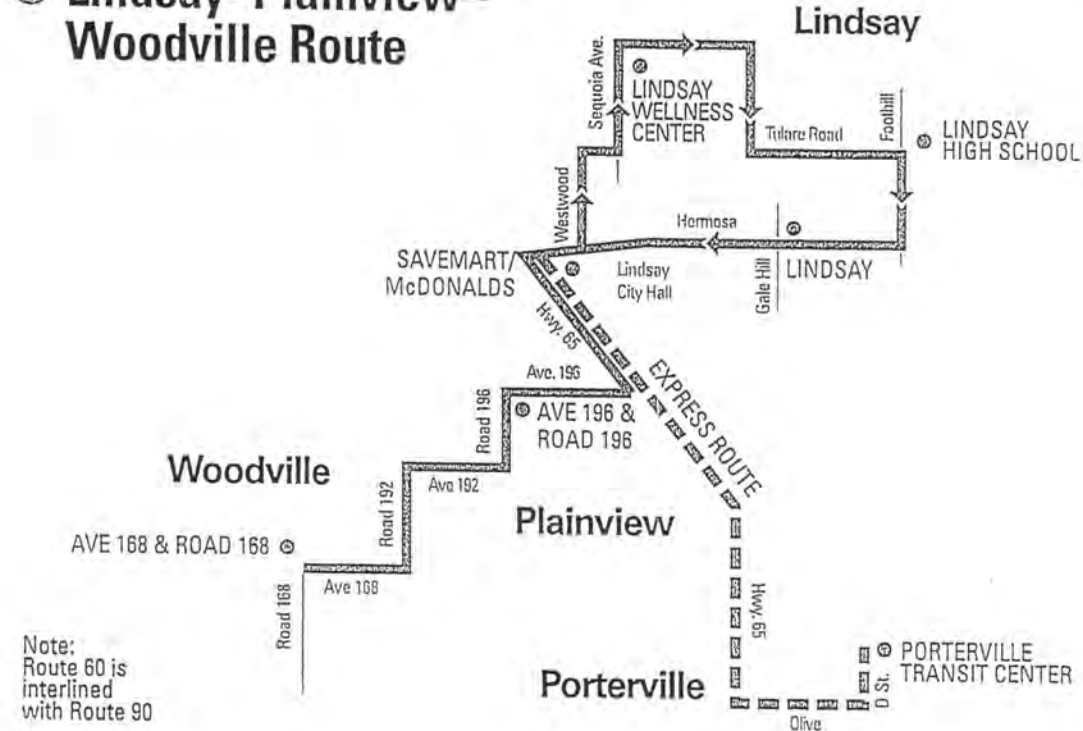
## Lindsay Area Dial-A-Ride Service Area



**Pass Sales Outlets**

Porterville Transit Center	35 W. Oak St., Porterville
Tulare County Government Plaza	5961 S. Mooney Blvd., Visalia
Tulare Transit Center	360 N. 'K' St., Tulare
Visalia Transit Center	Oak & Santa Fe, Visalia

**60 Lindsay-Plainview-Woodville Route**



Note:  
Route 60 is  
interlined  
with Route 90

This map is NOT to scale

Exhibit B

LINDSAY		SOUTHBOUND TO		PORTERVILLE	
LINDSAY Savemart/McDonalds	PLAINVIEW Ave.196 & Rd.196	WOODVILLE Ave.168 & Rd.168	PORTERVILLE Transit Center		
—	6:20	6:30	7:00		
7:45	8:00	8:10	8:40		
12:15	12:30	12:40	1:10		
2:30			2:50		
6:05	6:20	6:30	—		
		<b>EXPRESS ROUTE</b>			
PORTERVILLE		NORTHBOUND TO		LINDSAY	
PORTERVILLE Transit Center	PLAINVIEW Ave.196 & Rd.196	LINDSAY Savemart/McDonalds	LINDSAY Wellness Center	LINDSAY McDonalds	
7:05	→ EXPRESS ROUTE →	7:25	7:32	7:45	
11:35	→ EXPRESS ROUTE →	11:55	12:02	12:15	
1:15	1:55	2:10	2:17	2:30	
4:50	5:30	5:45	5:52	6:05	



**1-877-40 GO GREEN**

Your Bus Info Help Line. 1-877-404-6473

www.gotularecounty.com

Light type = AM

Bold type = PM

**FY 17/18 Transit Agreement Compensation with the City of Lindsay**

**Route:** Lindsay Dial-a-Ride  
**Operating Agency:** Tulare County Area Transit  
**Served Agency:** City of Lindsay

**BUDGET INFORMATION**

Operating Cost from FY16/17 (does not include depreciation costs for the County's bus fleet).

DAR Professional Services	=	\$	64,906.00
DAR Fuel Costs	=	\$	4,611.54
DAR TCT Administrative Costs	=	\$	22,111.00
		\$	<u>91,628.54</u>

Revenues

Section 18 (operator)	\$	-
Fare Box (based on FY 16/17)	\$	2,920.00
LTF carry-over*	\$	-
New LTF/STAF	\$	-

\* LTF carry-over from previous year (audited amount). The City's portion of the total LTF in the budget was: **0.0%**

Total Revenues = \$ 2,920.00

**EXPENSE DISTRIBUTION**

From trip sheets:	City ridership:	<b>83.89%</b>	
	County ridership:	16.11%	
From map plots:	City trip length:	<b>2.45</b>	miles
	County trip length:	<b>4.65</b>	miles
Miles per 100 total trips:	City = 84% x 100	x 2.45 =	205.5 miles
	County = 16% x 100	x 4.65 =	<u>74.9 miles</u>
			280.4 miles
Cost Obligation:	City:	205.5 / 280.4 = 73.3%	
		73.3% x \$ 91,628.54 =	<b>\$ 67,149</b>
	County:	74.9 / 280.4 = 26.7%	
		26.7% x \$ 91,628.54 =	<b>\$ 24,480</b>

**REVENUE DISTRIBUTION**

<u>City:</u>				
Fares	=	\$ 2,920.00	x 83.9%	= \$ 2,449.50
Sec. 18 (Operating)	=	\$ -	x <b>0.0%</b>	= \$ -
LTF carry-over	=	\$ -	x 0.0%	= \$ -
New LTF/STAF	=	\$ -	x 0.0%	= \$ -
				<u>\$ 2,450</u>

<u>County:</u>				
Fares	=	\$ 2,920.00	x 16.1%	= \$ 470.50
Sec. 18 (Operating)	=	\$ -	x 100.0%	= \$ -
LTF carry-over	=	\$ -	x 100.0%	= \$ -
New LTF/STAF	=	\$ -	x 100.0%	= \$ -
				<u>\$ 470</u>

**COST SHARES**

City:	\$ 67,149	-	\$ 2,450	=	<b>\$ 64,699</b>
County:	\$ 24,480	-	\$ 470	=	<b>\$ 24,009</b>

**LTF Grant Transfers - Funding not yet received (Reduction)**

PTMISEA 16/17 Trade @ 90%	\$ 8,442	<b>\$ 7,597.80</b>
PTMISEA 17/18 Trade @ 90%	\$ 4,391	<b>\$ 3,951.90</b>
CalOES FY 15/16 Trade @ 90%	\$ 5,169	<b>\$ 4,652.10</b>
SB1 - SGR FY 17/18 @ 90%	\$ 17,246	<b>\$ 15,521.40</b>
		<b>\$ 31,723.20</b>

<b>Grand Total to Lindsay</b>	<b>\$ 32,976.15</b>
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## -STAFF REPORT

AG-ENCY: CITY OF LINDSAY, CALIFORNIA  
DATE: April 24, 2018  
AGENDA #: 12  
STAFF: MICHAEL CAMARENA, DIRECTOR OF CITY SERVICES  
engineering@lindsay.ca.us

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### AGENDA ITEM

**TITLE** Resolution 18-18  
Resolution of the City of Lindsay to Adopt a List of Projects Funded by SB1, The Road Repair and Accountability Act.

**ACTION** Approval of Resolution 18-18

**PURPOSE** Statutory/Contractual Requirement  
Council Vision/Priority  
Discretionary Action  
Plan Implementation

**COUNCIL OBJECTIVE(S)** Live in a safe, clean, comfortable and healthy environment.  
Nurture attractive residential neighborhoods and business districts.  
Dedicate resources to retain a friendly, small-town atmosphere.  
Stimulate, attract and retain local businesses.  
Advance economic diversity.

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### RECOMMENDATION

Approve Resolution 18-18 and authorize staff to submit Resolution 18-18 as required.

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### BACKGROUND | ANALYSIS

Senate Bill (SB) 1, Chapter 5, Statutes of 2017, created the Road Maintenance and Rehabilitation Program (RMRP) to address deferred maintenance on the State Highway System and the local street and road system, and the Road Maintenance and Rehabilitation Account (RMRA) for the deposit of various funds for the program. A percentage of this new RMRA funding will be apportioned by formula to eligible cities and counties pursuant to Streets and Highways Code section 2032(h) for basic road maintenance, rehabilitation, and critical safety projects on the local streets and roads system. Cities and counties receiving RMRA funds must comply with all relevant federal and state laws, regulations, policies, and procedures.

The California Transportation Commission requires agencies project list to be adopted by resolution. This resolution must be submitted to the State prior to May 2018 and follow template language as provided.

### ALTERNATIVES

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## -STAFF REPORT

AG-ENCY: CITY OF LINDSAY, CALIFORNIA  
DATE: April 24, 2018  
AGENDA #: 12  
STAFF: MICHAEL CAMARENA, DIRECTOR OF CITY SERVICES  
engineering@lindsay.ca.us

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- Pass Resolution 18-18 and authorize staff to submit Resolution 17-45 as required.
- Do not pass Resolution 18-18 and risk losing apportionment of RMRA funding.
- Take no action and provide direction to staff.

### *BENEFIT TO OR IMPACT ON CITY RESOURCES*

Approval of this request will benefit the City of Lindsay as it assists in meeting the Council Objectives Identified.

### *ENVIRONMENTAL REVIEW*

None at this time.

### *POLICY ISSUES*

None at this time.

### *PUBLIC OUTREACH*

POSTED IN THIS AGENDA

### *ATTACHMENTS*

- Resolution 18-18, a Resolution of the City of Lindsay to Adopt a List of Projects Funded by SB1, The Road Repair and Accountability Act.

## **RESOLUTION NO. 18-18**

### **RESOLUTION OF THE CITY OF LINDSAY TO ADOPT A LIST OF PROJECTS FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT**

**WHEREAS**, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

**WHEREAS**, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

**WHEREAS**, the City must adopt a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1 by resolution, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

**WHEREAS**, the City, will receive funding in RMRA funding in Fiscal Year 2018-19 from SB 1; and

**WHEREAS**, the City has undergone a robust public process to ensure public input into our community's transportation priorities/project list; and

**WHEREAS**, the City used a pavement management process to support the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities' priorities for transportation investment; and

**WHEREAS**, the funding from SB 1 will help the City maintain and rehabilitate local streets, support active transportation infrastructure throughout the City this year and hundreds of similar projects into the future; and

**WHEREAS**, the 2016 California Statewide Local Streets and Roads Needs Assessment found that the City streets and roads are in good, at-risk and poor condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a more desirable condition; and



**WHEREAS**, if the Legislature and Governor failed to act, city streets and county roads would have continued to deteriorate, having many and varied negative impacts on our community; and

**WHEREAS**, cities and counties own and operate more than 81 percent of streets and roads in California, and from the moment we open our front door to drive to work, bike to school, or walk to the bus station, people are dependent upon a safe, reliable local transportation network; and

**WHEREAS**, modernizing the local street and road system provides well-paying construction jobs and boosts local economies; and

**WHEREAS**, the local street and road system is also critical for farm to market needs, interconnectivity, multimodal needs, and commerce; and

**WHEREAS**, police, fire, and emergency medical services all need safe reliable roads to react quickly to emergency calls and a few minutes of delay can be a matter of life and death; and

**WHEREAS**, maintaining and preserving the local street and road system in good condition will reduce drive times and traffic congestion, improve bicycle safety, and make the pedestrian experience safer and more appealing, which leads to reduce vehicle emissions helping the State achieve its air quality and greenhouse gas emissions reductions goals; and

**WHEREAS**, restoring roads before they fail also reduces construction time which results in less air pollution from heavy equipment and less water pollution from site run-off; and

**WHEREAS**, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

**NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND** by the City Council of the City Lindsay, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The City of Lindsay is adopting the following list of projects planned to be funded with Road Maintenance and Rehabilitation Account revenues:

<i>Description</i>	<i>Limits</i>	<i>Estimated Completion Date</i>		<i>Estimated Useful Life</i>	
		<i>Pre Construct</i>	<i>Construction</i>	<i>Min.</i>	<i>Max.</i>
Elmwood/Mirage/Honolulu/Samoa Surface seal .7 miles, restripe effected areas	Downtown area	04/2020	06/2021	5	10
Ashland/Frazier/Eastwood, Surface seal of .28 miles	Ashland/Frazier/Eastwood	04/2020	06/2021	5	8
Hermosa Street at Westwood Avenue, renovate intersection for roundabout	Hermosa Street at Westwood Avenue	06/2018	10/2018	15	25
Burem Lane, Asphalt recycling of .1 miles. Restripe effected areas, renovate concrete curbs, gutters and sidewalks	Westwood Avenue and .10 miles west	04/2020	10/2021	15	18

**PASSED AND ADOPTED** by the City Council of the City of Lindsay, State of California this 24th day of April, 2018, by the following vote:

\* \* \* \* \*

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Lindsay held on April 24, 2018, by the following vote, to wit:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

DATED: April 24, 2018

ATTEST:

(s) \_\_\_\_\_  
Bret Harmon, City Clerk

(s) \_\_\_\_\_  
Pamela Kimball, Mayor