



LINDSAY CITY COUNCIL MEETING: REGULAR MEETING

251 E. Honolulu St., Lindsay, CA 93247

Tuesday, June 26, 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 Velasquez
INVOCATION:	Steve Slagle, Lindsay United Methodist Church
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.

1 COUNCIL REPORTS Council Members	City Council Members report on recent, current or upcoming events, activities or matters.
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2 STAFF REPORT Bill Zigler, City Manager	City Manager reports on recent, current or upcoming events, activities or matters.
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3 CONSENT CALENDAR Mayor Kimball Agenda Packet Pages 1-27	<ol style="list-style-type: none">1. City Council Meeting Minutes for June 12, 20182. Warrant List for June 1, 20183. School Resource Officer (SRO) Agreement with LUSD4. Transfer Funds from General Funds to Wellness and Assessment Districts
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4 PRESENTATION Sol Flores, Mid Valley Disposal	2017 Recycling Updates
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5 RESOLUTIONS No. 18-33, 18-34 and 18-35 Mike Camarena, Director of City Services Agenda Packet Pages 28-47	Actions on Lighting and Landscape Maintenance Assessment Districts <ol style="list-style-type: none">A. Res. 18-33 Ordering the preparation of an Engineer's Report for the FY 2018-19 Landscape & Lighting Maintenance Districts.B. Res. 18-34 Giving Preliminary Approval of the Engineer's Report for the FY 2018-19 Landscape & Lighting Maintenance Districts.C. Res. 18-35 Declaring the Intent to Levy & Collect Assessments for FY 2018-19 & Setting a Public Hearing for July 10, 2018.
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6 PUBLIC HEARING Bret Harmon, Director of Finance Agenda Packet Pages 48-51	RESOLUTION No. 18-32 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY APPROVING THE FISCAL YEAR OPERATING BUDGET AND FIVE-YEAR CAPITAL IMPROVEMENT PLAN FOR 2018-2019.
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Materials related to an Agenda item submitted to the legislative body after distribution of the Agenda Packet are available for public inspection in the office of the City Clerk during normal business hours. Complete agenda is available at www.lindsay.ca.us. In compliance with the Americans with Disabilities Act & Ralph M. Brown Act, if you need special assistance to participate in this meeting, or to be able to access this agenda and documents in the agenda packet, please contact the office of the City Clerk at (559) 562-7102 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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7 RESOLUTION 18-31 Bill Zigler, City Manager Agenda Packet Pages 52-59	Resolution Calling City Election for Voter Approval of Commercial Cannabis Business Tax; add Chapter 5.32 to the Lindsay Municipal Code; and Specifications of the Election Order.
8 PUBLIC HEARING Bill Zigler, City Manager Agenda Packet Pages 60-81	ORDINANCE No. 567: FIRST READING OF ORDINANCE 567: AN ORDINANCE OF THE CITY OF LINDSAY IMPOSING A BUSINESS TAX ON COMMERCIAL CANNABIS BUSINESSES
9 FUTURE AGENDA ITEMS Council Member	Council members request items for future agendas.
10 EXECUTIVE SESSION	<ol style="list-style-type: none">1. Conference with Labor Negotiators–GC\$54957.6 Agency designated representatives: Bill Zigler, City Attorney, Bret Harmon Employee organization: SEIU2. Conference with Real Property Negotiators - GC\$54956.8 Property: APN No.'s 199-200-003, 199-210-35, 205-040-005, 205-051-015 and 205-051-016 Property Negotiator: Mike Camarena, Director of City Services and Mario Zamora, City Attorney Negotiating Parties: City of Lindsay Under Negotiation: Price & Term
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 July 10, 2018.

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- CALL TO ORDER:** 6:00pm
- ROLL CALL:** Present: Council Members Velasquez, Cortes, Mayor Pro Tem Salinas & Mayor Kimball
Absent with Notice: Council Member Watson and Velasquez
- PLEDGE:** Council Member Mayor Kimball
- INVOCATION:** Bret Harmon, City Clerk
- 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.

Speaker	Comments
Andrew Janz	Running for congress. Introduced himself to the community. Has dedicated his life to public service and to protect the community. Mentioned the issues he is running on – water, immigration reform, etc.
Segura	Shared his background and time he has worked in the fields. Sees a need for financial reserves and to fix what is needed in our City.

1 COUNCIL REPORTS City Council Members report on recent, current or upcoming events, activities or matters
Council Members

Speaker	Comments
Velasquez	Absent
Watson	Absent
Cortes	Attended the Fireman’s Muster this last weekend. Attended because of a Facebook post. Found the events and competitions interesting to see. It could be a bigger event for the community and our children. Met with candidate Janz and discussed local priorities. District summer school started yesterday. Seven hundred students have enrolled. Tackle youth football starting soon. Soccer field conversion is moving forward. Thanked Mayor Pro Tem Salinas for hanging flags.
Salinas	Nothing to report
Kimball	Nothing to report

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

Speaker	Comments
Zigler	1 st Summer Night Lights is Thursday. League of Cal Cities is Sept 12-14. Water plant is functioning properly. Renovating filter banks B and C. DBCP results at Well 14 continue in compliance. Work continues on the Roundabout and the Soccer Park. City Engineer RFP submitted and reviewed.

3 CONSENT CALENDAR Mayor Kimball
Agenda Packet Pages 1-22

1. City Council Meeting Minutes for May 22, 2018
2. Warrant List for June 1, 2018
3. Treasurer’s Report May 2018
4. Right of Way Acquisition for Hermosa Roundabout
5. Water Treatment Plant Filter Bank Re-Coating Project

Speaker	Comments
	DELETE IF NO COMMENTS



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Motion & Vote

1 st	2 nd	Velasquez	Watson	Cortes	Salinas	Kimball	Result
Salinas	Cortes						3-0 Approved

- 4 PROCLAMATION** Lindsay High School Baseball Team
 Mayor Kimball Valley Champions

Speaker	Comments
Coach	Shared some experiences from the year. Shared thoughts about the boys' strength and character.
Kimball	Presented a proclamation recognizing the team's valley championship and positive example to the community.

- 5 MINUTE ORDER** Fiscal Year 2016-2017 Audit Report
 Ahmed Badawi, Founder and
 President of Badawi & Associates
 Agenda Packet Page 23

Speaker	Comments
Badawi	Introduced himself to the Council and presented the report of the audit. Badawi and Associated has been the City's auditor for a single year. Explained the various roles of the engagement time. Reported on the Basic Financial Statements and on internal controls. Used audit procedures to test the accuracy of the financials and reliability of procedures. Gave an unmodified opinion (the financials are accurate), with a going concern and non-compliance impacts from the past. Showed assets and liabilities over the last three years. Reviewed equity condition (assets minus liabilities). Discussed the net position in the City. The Proprietary Funds are causing losses. Revenues over expenses in the General Fund are improving. The General Fund went into a significant deficit when it absorbed the advances. Showed the impact of growth rate changes in CalPERS's discount rate. The City will need to make more contributions. It is one of the concerns of the General Fund not being able to meet the unfunded liabilities, which supports the going concern designation. Identified concern with the OPEB plan. Discussed their independence, timing and other components of the audit. Reviewed findings and transparency of management. Divided findings into Material Weaknesses and Significant deficiencies. Each are described in the audit. The General Fund does not have money. Explained how the deficit happened and why it is ongoing. Discussed funds in the past that were lent to the general fund. Discussed internal controls. Wants to see improvement in capital assets recordkeeping. Suggested City run accounts receivable record report at end of fiscal year. Shared management's comments in response in summary.
Kimball	Thanked him for a clear presentation. The findings are not a surprise to the Council. Believes the City has made improvements.
Cortes	Asked questions about the audit cycle.
Kimball	Thanked him.

1 st	2 nd	Velasquez	Watson	Cortes	Salinas	Kimball	Result
Salinas	Cortes						3-0 Approved to accept the audit

- 6 RESOLUTIONS 18-28, 18-29 & 18-30** 2018 Firework Booth Temporary Use Permits (TUP)
 Brian Spaunhurst, Asst. City Planner
 Agenda Packet Pages 24-39
- A. La Puerta Abierta TUP 18-18
 - B. Royal Rangers TUP 18-19
 - C. LCAC Fire Museum TUP 18-20



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Speaker	Comments
Spaunhurst	Reviewed the Temporary Use Permits in order. These will be the same as prior years.
Salinas	Asked staff to require the vendors to pay for the banners instead of City staff.
Camarena	Staff will work with vendors and suppliers next year to provide the information.

Motion & Vote

1 st	2 nd	Velasquez	Watson	Cortes	Salinas	Kimball	Result
Cortes	Salinas	Absent	Absent	Yes	Yes	Yes	3-0 Approved (Reso 18-28)
Salinas	Cortes	Absent	Absent	Yes	Yes	Yes	3-0 Approved (Reso 18-29)
Cortes	Salinas	Absent	Absent	Yes	Yes	Yes	3-0 Approved (Reso 18-30)

7 MINUTE ORDER

FY 2018-2019 Budget Preview Presentation

Bret Harmon, Director of Finance

Agenda Packet Page 40

Speaker	Comments
Harmon	Presented past performance and projected budget for FY 2018-2019. Discussed CIP with Council.
Council, Zigler & Zamora	Discussed Prop 218 Process.

8 MINUTE ORDER

Energy Audit Professional Services Contract

Award Energy Audit Professional Services Contract

Mike Camarena, Director of City Services

Agenda Packet Pages 41-52

Speaker	Comments
Camarena	Presented the staff report. Climatec was the only respondent. Staff reviewed the proposal with assistance from LUSD staff.

Motion & Vote

1 st	2 nd	Velasquez	Watson	Cortes	Salinas	Kimball	Result
Salinas	Cortes						3-0 Approved

9 INFORMATIONAL ITEM

Cannabis Update

Bill Zigler, City Manager

Speaker	Comments
Zigler	Presented information about the eligible zones. Asked about light industrial for labs (Kimball opposed to it, Salinas and Cortes in favor). Testing could also go in professional office zoning district. Discussed if testing should even be available in the community.
Zamora	These labs would not be research and development. It would be to verify the claims of the manufacturer. It is a third-party quality control. These are higher paying jobs. Other communities are looking for testing to be an anchor.
Zigler	Announced the date for a taxation ordinance on the November ballot is July 9 th . Recommends an ordinance as written with a maximum dollar-per-square-foot tax and then adjust it in the future.
Zamora	Explained the process for setting a dollar-per-square-foot tax maximum and the establish final rate by resolution. Recommends not estimating the value of the tax revenue until more information is available.
Zigler	Will bring tax ordinance at next meeting.



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Salinas	It will be important to let voters know they will not personally pay the tax.
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10 FUTURE AGENDA ITEMS

Council members request items for future agendas.

Council Member

Speaker	Comments
Cortes	Last year there was only one meeting in July. Will discuss at next council meeting.

11 EXECUTIVE SESSION

1. Conference with Real Property Negotiators–GC\$54956.8
Property: APN # 205-282-010 and APN # 205-271-022
Agency Negotiator: Bill Zigler, City Manager
Negotiating Parties: City of Lindsay
Under Negotiation: Price & Terms
2. Conference with Legal Counsel regarding GC\$54954.5 (f)
Conference with Labor Negotiators
3. Conference with Legal Counsel Anticipated Litigation GC\$54954.5 (c)
Initiation of Litigation Pursuant to Paragraph (4) of Subdivision (d) of
Section 54956.9: 1 Case

Nothing to report

12 ADJOURN

Council adjourns meeting. The next Regular City Council meeting will be held at 251 E. Honolulu Street, Lindsay at 6:00PM on June 26, 2018.

Mayor Kimball

Motion & Vote

1 st	2 nd	Velasquez	Watson	Cortes	Salinas	Kimball	Result
Salinas	Cortes						3-0 Approved

ATTEST:

CITY COUNCIL OF THE CITY OF LINDSAY

Bret Harmon, City Clerk

Pamela Kimball, Mayor

(SP 40 - 40M)

FUND	Check #	Date	Vendor #	Vendor Name	Description	Amount
TOTAL						\$ 270,524.11
101 - GENERAL FUND	92413	6/15/2018	400	AGRI-HOME	MAINT. SUPPLIES	46.78
101 - GENERAL FUND	92414	6/15/2018	1858	ALL PRO FIRE AND SA	SENIOR CNTR FIRE EX	153.44
101 - GENERAL FUND	92416	6/15/2018	5985	BRIAN SPAUNHURST	MIEALEAGEREIMBURSME	22.29
101 - GENERAL FUND	92418	6/15/2018	5013	BUZZ KILL PEST CONT	157 N. MIRAGE	135.00
101 - GENERAL FUND	92419	6/15/2018	6303	CASSANDRA GOMEZ	ARBOR DEPOSIT REFUN	100.00
101 - GENERAL FUND	92420	6/15/2018	6306	CESAR ALCANTAR	ARBOR DEPOSIT REFUN	100.00
101 - GENERAL FUND	92421	6/15/2018	2872	CHIEF SUPPLY	NITRILE GLOVES	347.29
101 - GENERAL FUND	92423	6/15/2018	5832	CINTAS CORPORATION	621459802	1,257.61
101 - GENERAL FUND	92424	6/15/2018	279	CITY OF PORTERVILLE	ANIMAL-APR 01-00068	1,709.94
101 - GENERAL FUND	92426	6/15/2018	4322	CO OF TULARE-INFORM	COMMUNICATION MAY	711.34
101 - GENERAL FUND	92427	6/15/2018	2319	COMPUTER SYSTEMS PL		45.00
101 - GENERAL FUND	92429	6/15/2018	6305	CRISTAL MARTINEZ	ARBOR DEPOSIT REFUN	100.00
101 - GENERAL FUND	92430	6/15/2018	6118	CVIN LLC D.B.A. VAS	6/1/18-6/30/18	525.00
101 - GENERAL FUND	92432	6/15/2018	316	DEPT OF JUSTICE	FINGERPRINTS PD	1,670.00
101 - GENERAL FUND	92438	6/15/2018	6010	FRONTIER COMMUNICAT	559-562-4738	218.07
101 - GENERAL FUND	92440	6/15/2018	148	GOMEZ AUTO & SMOG	2011 FORD -TIRE ROT	5,414.44
101 - GENERAL FUND	92441	6/15/2018	5918	HAWK ANALYTICS INC.	6/29/18-6/28/19 SUB	3,995.00
101 - GENERAL FUND	92443	6/15/2018	2601	JOHN HIBLER WEATHER	APRIL & MAY 18 SERV	100.00
101 - GENERAL FUND	92444	6/15/2018	4378	JOSEPH H AVINA	BLD INSPECTOR SERV.	1,652.00
101 - GENERAL FUND	92448	6/15/2018	4956	LAWRENCE TRACTOR CO	LAWN MOWER SUPPLIES	126.04
101 - GENERAL FUND	92449	6/15/2018	4067	LINCOLN NAT'L INSUR	LIFE INS-JUNE 2018	790.75
101 - GENERAL FUND	92451	6/15/2018	5399	MARCOS LOYA	REMOVED DECALS	600.00
101 - GENERAL FUND	92452	6/15/2018	6307	MARIA DEL CARMEN MA	ARBOR DEPOSIT REFUN	100.00
101 - GENERAL FUND	92453	6/15/2018	234	MARTIN'S TIRE & AUT	06/TOYO/HIGH	145.23
101 - GENERAL FUND	92459	6/15/2018	3260	PACIFIC EMPLOYERS	3RD QTR 2018 DUES	180.00
101 - GENERAL FUND	92460	6/15/2018	276	PORTERVILLE RECORDE	FIRE WORKS P/NOTICE	89.12
101 - GENERAL FUND	92463	6/15/2018	285	QUILL CORPORATION	MESH VEST	223.67
101 - GENERAL FUND	92465	6/15/2018	3772	ROSE CITY LABEL	LINDSAY JR POLICE	106.00
101 - GENERAL FUND	92467	6/15/2018	5314	SHRED-IT USA LLC	SHRED SERVICES	130.32
101 - GENERAL FUND	92469	6/15/2018	310	SOUTHERN CA. EDISON	2-00-424-8134	31,645.43
101 - GENERAL FUND	92474	6/15/2018	5899	SUPPLYWORKS	DUST MOP TREATMENT	35.52
101 - GENERAL FUND	92477	6/15/2018	144	THE GAS COMPANY	163-715-6900	1,648.87
101 - GENERAL FUND	92478	6/15/2018	5792	THOMSON REUTERS - W	5/1/2018-5/31/18	243.78
101 - GENERAL FUND	92482	6/15/2018	1513	UNITED RENTALS, INC	LIGHT TWR SUPPLIES	522.00
101 - GENERAL FUND	92485	6/15/2018	1041	VERIZON WIRELESS	PD	84.10
101 - GENERAL FUND	92486	6/15/2018	6304	VERONICA MURGUIA	ARBOR DEPOSIT REFUN	100.00
101 - GENERAL FUND	92487	6/15/2018	1604	VISA	ADOBE	2,612.44
101 - GENERAL FUND	92488	6/15/2018	368	VOLLMER EXCAVATION,	COLD MIX	1,694.37
101 - GENERAL FUND	92489	6/15/2018	6302	YESICA MAGANA	ARBOR REFUND DEPOSI	100.00
261 - GAS TAX FUND	92442	6/15/2018	5541	JACK DAVENPORT SWEE	STREET SWEEPING SER	3,000.00
400 - WELLNESS CENTER	92412	6/14/2018	6308	JOHN VASQUEZ	MAGIC SHOW 6/14/18	500.00
400 - WELLNESS CENTER	92422	6/15/2018	5930	CHRIS ALLARD	5/31/18 PM VISIT	200.00
400 - WELLNESS CENTER	92433	6/15/2018	6039	DINA RESTIVO	YOGA CLASS	1,080.00
400 - WELLNESS CENTER	92434	6/15/2018	6040	ERMELINDA PUENTES	FIT TONE CLASS	425.00
400 - WELLNESS CENTER	92445	6/15/2018	6309	KATHEE BROWN	FACE PAINT 3HOURS	400.00
400 - WELLNESS CENTER	92446	6/15/2018	5804	KELSIE AVINA	ZUMBA CLASS	250.00
400 - WELLNESS CENTER	92447	6/15/2018	5448	KIRBY D. MANNON	EXERCISE CLASS	200.00
400 - WELLNESS CENTER	92450	6/15/2018	6260	LLEON SERVICES	JUNE POOL CHEM BAL	2,140.00
400 - WELLNESS CENTER	92455	6/15/2018	6288	MOMENTUM BROADCASTI	RADIO STREAMING JUL	2,368.00
400 - WELLNESS CENTER	92457	6/15/2018	1565	OACYS.COM INC	INTERNET-WELLNESS	189.95
400 - WELLNESS CENTER	92458	6/15/2018	4204	ORKIN PEST CONTROL	JUNE PEST CONTROL	136.98
400 - WELLNESS CENTER	92466	6/15/2018	3208	SHANNON PATTERSON	WATER AEROBIC MAY	450.00
400 - WELLNESS CENTER	92470	6/15/2018	6228	STACIE NAGY	FIT TONE SUBSTITUTE	175.00

FUND	Check #	Date	Vendor #	Vendor Name	Description	Amount
400 - WELLNESS CENTER	92473	6/15/2018	4914	STEPHANIE VELASQUEZ	ZUMBA CLASS MAY	350.00
400 - WELLNESS CENTER	92475	6/15/2018	6310	TE 'MARCUS WHITNEY	SUB-EXERCISE CLASS	50.00
400 - WELLNESS CENTER	92479	6/15/2018	3396	THYSSENKRUPP ELEVAT	6/1/2018-6/30/2018	302.03
400 - WELLNESS CENTER	92480	6/15/2018	6311	TRI-COUNTY MEDICAL	LONUE,MARIE X RAYS	88.55
400 - WELLNESS CENTER	92490	6/15/2018	5912	YVETTE DURAN	SUB-ZUMBA	25.00
552 - WATER	92415	6/15/2018	5457	AUTO ZONE COMMERCIA	#18 REPAIR SUPPLIES	296.36
552 - WATER	92417	6/15/2018	51	BSK	BSK WATER TESTING	415.00
552 - WATER	92428	6/15/2018	4797	CORRPRO COMPANIES	INSPECT/SERV. WTR T	1,595.00
552 - WATER	92431	6/15/2018	388	DENNIS KELLER/JAMES	TEST WELL DESIGN	1,381.77
552 - WATER	92435	6/15/2018	6299	ERS INDUSTRIAL SERV	MEDIA RMVL PRIOR CO	16,200.00
552 - WATER	92437	6/15/2018	137	FRIANT WATER AUTHOR	FRIANT MNTHLY BILL	1,784.00
552 - WATER	92461	6/15/2018	5796	PRESORT OF FRESNO L	5/16 DELINQUENT	262.22
552 - WATER	92464	6/15/2018	6095	RALPH GUTIERREZ WAT	CPO WTP/WWTP- MAY20	4,000.00
552 - WATER	92468	6/15/2018	4555	THATCHER COMPANY IN	DEP. CONTAINER RFND	2,110.87
552 - WATER	92476	6/15/2018	1921	TELSTAR INSTRUMENTS	SERVICES AT WTP	3,992.99
552 - WATER	92483	6/15/2018	2960	UNITED STATES BUREA	CLASS I CONTRACT	14,388.66
552 - WATER	92484	6/15/2018	5413	UNIVAR USA INC	WELL15 SOD HYPO/LQC	747.46
554 - REFUSE	92454	6/15/2018	5852	MID VALLEY DISPOSAL	MARCH 2018	70,462.73
600 - CAPITAL IMPROVEM	92439	6/15/2018	6300	GHD INC	DESIGN SERV. RND AB	10,840.00
600 - CAPITAL IMPROVEM	92462	6/15/2018	399	QUAD KNOPF,INC.	AVE240 WATER LINE P	7,068.00
600 - CAPITAL IMPROVEM	92471	6/15/2018	6301	STARACE MECHANICAL	GLF CRSE OFFICE REN	11,295.00
660 - RDA OBLIGATION RE	92481	6/15/2018	793	TULARE COUNTY AUDIT	MOORE BLDG	45,922.55
779 - 00-HOME-0487	92436	6/15/2018	4678	FIRE INSURANCE EXCH	SALEM-HAZARD INS	1,271.07
779 - 00-HOME-0487	92456	6/15/2018	6023	NATIONWIDE	L97-15 VARELA HAZAR	735.00
779 - 00-HOME-0487	92472	6/15/2018	3634	STATE FARM GENERAL	ADELFA 87-CL-M558-6	207.00
883 - SIERRA VIEW ASSES	92425	6/15/2018	6090	CLEAN CUT LANDSCAPE	LLAD #C	3,737.08



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: JUNE 26, 2018
AGENDA #: 3.3
STAFF: Bret Harmon, Director of Finance, 559.562.7102 ext. 8020,
bharmon@lindsay.ca.us

AGENDA ITEM

TITLE	FY 2018-2019 School Resource Officer (SRO) Agreement with Lindsay Unified School District
ACTION	Authorize City Manager to Execute Agreement
PURPOSE	Statutory/Contractual Requirement Council Vision/Priority Discretionary Action
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.

RECOMMENDATION

Staff Recommends the Council authorize the City Manager to sign a contract with LUSD for a SRO in FY 2018-2019.

BACKGROUND

The Lindsay Unified School District (LUSD) contracts with the City of Lindsay for one School Resource Officer (SRO) each school year. The SRO works on LUSD campuses during the school year. LUSD reimburses the City for the months the SRO works on LUSD campuses. The rest of the year (summer months) Public Safety utilizes the officer. City expects the Not-to-Exceed maximum reimbursement in FY 2018-2019 not to exceed \$87,995, which is 5% more than the FY 2017-2018 contract.

ATTACHMENTS

- School Resource Officer Agreement
-

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

Lindsay Unified S.D.

**SCHOOL RESOURCE OFFICER
AGREEMENT**

THIS AGREEMENT, is entered into as of July 1, 2018, between the LINDSAY UNIFIED SCHOOL DISTRICT, referred to as DISTRICT, and the CITY OF LINDSAY, referred to as CONSULTANT, with reference to the following:

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

ACCORDINGLY, IT IS AGREED:

1. TERM: This Agreement shall become effective as of July 1, 2018 and shall expire on June 30, 2019 unless otherwise terminated as provided in this Agreement.

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

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

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

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

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

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

7. INDEPENDENT CONTRACTOR STATUS:

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

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

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

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

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

iv. Make disability insurance contributions on behalf of CONSULTANT.

v. Obtain unemployment compensation insurance on behalf of CONSULTANT.

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

8. FINGERPRINTING REQUIREMENTS:

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

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

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

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

9. INDEMNIFICATION: The DISTRICT shall indemnify, defend, and hold harmless CONSULTANT, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of or in connection with the assigned officer's performance of work or his or her failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the active negligence by the City, or the gross or willful misconduct of the assigned officer.

If the DISTRICT rejects a tender of defense by the CONSULTANT and/or the assigned officer under this Agreement, and it is later determined that the CONSULTANT and/or the officer breached no duty of care and/or was immune from liability, the DISTRICT shall reimburse the CONSULTANT and/or officer for any and all litigation expenses (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after the CONSULTANT and/or officer settles a liability claim, with or without participation by the DISTRICT.

The Parties acknowledge that it is not the intent of the Agreement to create a duty of care by the CONSULTANT or its assigned officer that they would not owe in the absence of the Agreement. The Agreement does not create an affirmative duty of care (including, without limitation, a duty to protect, a duty to deter and/or a duty to intervene) by the CONSULTANT or the assigned officer and the absence of the assigned officer and/or the patrol vehicle is not a material breach of this Agreement. The Parties further acknowledge that by entering into this Agreement neither the CONSULTANT nor its assigned officer intends to waive any immunities to which they would be entitled in the absence of the Agreement.

10. CONFLICT OF INTEREST:

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

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

11. TERMINATION:

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

i. Without Cause: DISTRICT shall have the right to terminate this Agreement without cause by giving thirty (30) days prior written

notice of intention to terminate pursuant to this provision, specifying the date of termination.

ii. With Cause:

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

(a) be adjudged a bankrupt, or

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

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

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

(e) materially breach this Agreement.

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

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

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

b. Effects of Termination: Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any

records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities.

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

12. ENTIRE AGREEMENT REPRESENTED: This Agreement, including all recitals, constitutes the entire agreement of the Parties. This Agreement may be amended or modified only by the mutual written agreement of the Parties. This Agreement is invalid unless approved by the legislative body of each Party, although it may be executed by an authorized agent of each Party. An authorized agent of the CONSULTANT shall be a person specifically authorized by the legislative body of the CONSULTANT to execute this Agreement, at the level of City Manager or City Attorney or equivalent.

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

14. NOTICES:

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

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

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

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

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

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

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

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

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

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

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

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

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

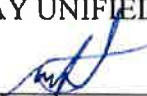
23. ASSIGNMENT/SUBCONTRACTING: Unless otherwise provided in this Agreement, DISTRICT is relying on the personal skill, expertise, training and experience of CONSULTANT and CONSULTANT'S employees and no part of this Agreement may be assigned or subcontracted by CONSULTANT without prior written consent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

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

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

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

Date: 6/5/18

LINDSAY UNIFIED SCHOOL DISTRICT
BY 
Superintendent or Designee,
Lindsay Unified School District

Date: _____

CITY OF LINDSAY
BY _____
City Manager or Designee,
City of Lindsay

EXHIBIT A

SCOPE & COST OF SERVICES

The total amount payable to CONSULTANT shall not exceed the sum of \$87,995.

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

JOB DESCRIPTION, RESPONSIBILITIES AND DUTIES

SELECTION OF SCHOOL RESOURCE OFFICER (SRO):

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

UNIFORM:

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

JOB ACCOUNTABILITY:

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

ON-DUTY STATUS:

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

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

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

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

SRO DUTIES AND RESPONSIBILITIES — GENERAL:

The SRO will:

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

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

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

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

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

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

DUTIES OF THE DISTRICT:

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

RELATIONSHIPS:

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

PREVENTATIVE STRATEGIES:

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

GEOGRAPHY:

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

POLICE REPORTS:

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

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

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

STUDENT DISCIPLINE:

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

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

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

OFFICER ENTRY ON SCHOOL CAMPUSES:

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

ARRESTS ON SCHOOL CAMPUSES:

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

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

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

TRAINING ON AND DISTRIBUTION OF MOU:

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

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

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

SCHOOL SAFETY OVERVIEW:

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



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: June 26, 2018
AGENDA #: 3.4
STAFF: Bret Harmon, Director of Finance, bharmon@lindsay.ca.us

AGENDA ITEM

TITLE	Transfer funds from General Fund to Wellness Center and to Assessment Districts
ACTION	Approve transfer schedule
PURPOSE	City Charter requires Council approval of transfers

RECOMMENDATION

Staff respectfully recommends the City Council authorize Staff to transfer funds from the General Fund to the Wellness Center and Assessment Districts

BACKGROUND | ANALYSIS

The City Council approves a transfer schedule at the beginning of the fiscal year when it adopts the budget. From time to time, economic activity in the year presents a situation where the City needs to transfer funds not included in the transfer schedule, or different from that found in the transfer schedule.

The Wellness Center, which serves as the City's primary source of recreation, did not generate sufficient revenue to cover its expenses in 2017-2018. The General Fund is the appropriate source to cover the loss at the Wellness Center. Staff have adjusted operations to reduce the losses in the future. Staff estimates the Wellness Center will need \$174,500 to breakeven in FY 2017-2018. Therefore, staff is requesting authorization to transfer \$174,500 from the General Fund to the Wellness Center Fund.

Staff have also reviewed the assessment districts since 2007 through 2018. The 10-year review found three assessment districts require transfers from the City's Parks Fund to correct the fund balances in these funds and to reconcile with the annual revenue/expenditure tracking for each assessment district. Finance and City Services have worked together to determine the appropriate transfer amounts to finally bring these funds into alignment and to correct for accounting errors of prior years. The total impact to Parks is \$27,938.40, which does not exceed budget allocations for the fund.



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: June 26, 2018
AGENDA #: 3.4
STAFF: Bret Harmon, Director of Finance, bharmon@lindsay.ca.us

ALTERNATIVES

- Decide not to approve the transfer schedule and create an advance with repayment schedule between the General Fund and these other funds.

ATTACHMENTS

- Transfer Schedule

City of Lindsay

FY 2017-2018

Additional Transfer Schedule

Transfer Out From	Amount	Transfer In To	Amount2
Fund 101: General Fund	2,654.60	Fund 887: Sweet Brier	2,654.60
Fund 101: General Fund	19,439.40	Fund 889: Sierra Vista	19,439.40
Fund 101: General Fund	5,844.40	Fund 885: Ingoldsby	5,844.40
Fund 101: General Fund	174,500.00	Fund 400: Wellness Center	174,500.00
TOTAL	\$ 202,438.40	TOTAL	\$ 202,438.40



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: June 26, 2018
AGENDA #: 5
STAFF: Michael Camarena, Director of City Services,

AGENDA ITEM

TITLE	2018-2019 Landscape & Lighting Assessment Districts (LLADs) Renewals
ACTION	Authorize Renewal Process for eight (8) LLAD's
PURPOSE	Statutory/Contractual Requirement 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. Nurture attractive residential neighborhoods and business districts. Dedicate resources to retain a friendly, small-town atmosphere. Advance economic diversity. Yield a fiscally self-reliant city government while providing effective, basic municipal services.

RECOMMENDATION

Staff requests Council to accept the Engineer's Report for each of the Districts and approve the resolutions as follows;

1. Resolution No. 18-33. Ordering the preparation of an engineer's report for Landscape and Lighting Maintenance Districts for Fiscal Year 2018-2019;
 2. Resolution No. 18-34. Giving preliminary approval of Engineer's Report for Fiscal Year 2018-2019 for Landscape and Lighting Maintenance Districts;
 3. Resolution No. 18-35. Declaring its intention to levy and collect assessments for Fiscal 2018-2019 Landscape & Lighting Maintenance Assessment Districts; Declaring the work to be of more than local or ordinary public benefit; specifying the exterior boundaries of the areas within the Landscape Maintenance Districts to be assessed and the cost and expense thereof; Designating said districts as Landscape & Lighting Maintenance Districts; Determining that these proceedings shall be taken pursuant to the Landscaping and Lighting Act of 1972; and offering a time and place for hearing objections thereto;
 4. Set the Public Hearing for July 10, 2018.
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STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
 DATE: June 26, 2018
 AGENDA #: 5
 STAFF: Michael Camarena, Director of City Services,

BACKGROUND | ANALYSIS

Each year, the Engineer of Work (State Approved Title) is ordered to prepare the report for the upcoming Fiscal Year in accordance with Article 4, Division 15, of the Streets and Highways Code, "Landscaping and Lighting Act of 1972" of the State of California.

The Engineer's report outlines the budgeted expenses for the present fiscal year, the actual expenses through May, and the projected expenses for the upcoming fiscal year. Each year there are adjustments made due to increases and/or actual expenses.

Attached are the engineer's reports for the Assessment Districts. Said reports identify the cost for maintenance and administration of the districts for the 2018-2019 fiscal year based on 2017-2018 expenses. It is projected that all monies will be expended in these funds by the end of the fiscal year.

Summary of Charges per District;

	No. Lots	Maximum Allowed		2017-20018 FY		Proposed 2017-2018 FY		Increase/Decrease per month
		Amount per Year/lot	Amount per Month/lot	Amount per Year/lot	Amount per Month/lot	Amount per Year/lot	Amount per Month/lot	
Landscape & Lighting Assessment Districts								
1 Sierra View Estates Assessment District 92-01	92	\$ 295.40	\$ 24.62	\$ 233.52	\$ 19.46	\$ 242.16	\$ 20.18	\$ 0.72
2 Heritage Park Assessment District 96-01	37	\$ 260.30	\$ 21.69	\$ 183.92	\$ 15.33	\$ 256.28	\$ 21.36	\$ 6.03
3 Parkside Estates Assessment District 01-01	44	\$ 307.72	\$ 25.64	\$ 170.92	\$ 14.24	\$ 160.07	\$ 13.34	\$(0.90)
4 Sweet Brier Plaza (Samoa) Assessment District 02-01	6	\$ 1,929.83	\$ 160.82	\$ 720.28	\$ 60.02	\$ 736.30	\$ 61.36	\$ 1.33
5 Sweet Brier Plaza (Hermosa) Assessment District 02-02	12	\$ 1,923.33	\$ 160.28	\$ 791.30	\$ 65.94	\$ 807.46	\$ 67.29	\$ 1.35
6 Sierra Vista Assessment District 07-01	19	\$ 502.84	\$ 41.90	\$ 502.84	\$ 41.90	\$ 502.84	\$ 41.90	\$ -
7 Maple Valley Assessment District 07-02	42	\$ 120.00	\$ 10.00	\$ 70.02	\$ 5.84	\$ 50.00	\$ 4.17	\$(1.67)
8 Pelous Ranch Assessment District 09-01	105	\$ 200.62	\$ 16.72	\$ 161.78	\$ 13.48	\$ 100.00	\$ 8.33	\$(5.15)

ALTERNATIVES

- Approve renewal process as recommended.
- Do not approve renewal process as recommended. The 2018-2019 assessments would default to the 2017-2018 values.
- Do not approve renewal process and provide direction to staff.

BENEFIT TO OR IMPACT ON CITY RESOURCES

LLAD process allows continued maintenance of districts. All LLAD's are currently maintained by a landscape contractor and will continue to be. City staff provides monitoring and management of contract as well as management of this renewal process.

ENVIRONMENTAL REVIEW

None at this time.



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: June 26, 2018
AGENDA #: 5
STAFF: Michael Camarena, Director of City Services,

POLICY ISSUES

For the continued maintenance of the 8 LLAD's, this renewal process is required and when completed will be submitted to the Tulare County Tax Assessor for inclusion on the respective property tax rolls.

PUBLIC OUTREACH

Posted in this agenda.

Public Notice will be posted in Newspaper.

Public Notice will be mailed directly to property owners.

ATTACHMENTS

- Resolution No. 18-33
- Resolution No. 18-34
- Resolution No. 18-35
- Sierra View Financial Status Report
- Heritage Financial Status Report
- Samoa Town Homes Financial Status Report
- Hermosa Town Homes Financial Status Report
- Parkside Financial Status Report
- Sierra Vista Estates Financial Status Report
- Maple Valley Estates Financial Status Report
- Pelous Ranch Financial Status Report



RESOLUTION OF THE CITY OF LINDSAY

NUMBER 18-33

TITLE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY ORDERING THE PREPARATION OF AN ENGINEERS REPORT FOR LANDSCAPE AND LIGHTING MAINTENANCE DISTRICTS FOR FISCAL YEAR 2018-2019

At a regular meeting of the City Council of the City of Lindsay held on the 26th day of June 2018 at 6:00 p.m. of said day, in the Council Chambers at City Hall, 251 East Honolulu, Lindsay, California the following resolution was adopted:

WHEREAS, the City Council of the City of Lindsay has determined that the public interest, convenience and necessity required the maintenance of lighting systems, landscape planting materials, irrigation systems and appurtenances in designated areas of the City; and

WHEREAS, the City has established assessment districts to recover the cost of maintenance work; and

WHEREAS, Section 22622 of the California Streets and Highways Code requires that an Engineer's Report be prepared and filed annually, outlining the assessments to be levied against the properties within the assessment district.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LINDSAY DOES HEREBY RESOLVE AS FOLLOWS:

- SECTION 1. Neyba Amezcua is appointed "Engineer of Work" for preparation of the Engineer's Report.
- SECTION 2. The Engineer of Work is ordered to prepare the report for Fiscal Year 2018-2019 in accordance with Article 4, Division 15, of the Streets and Highways Code, "Landscaping and Lighting Act of 1972" of the State of California.



RESOLUTION OF THE CITY OF LINDSAY

PASSED AND ADOPTED by the City Council of the City of Lindsay as follows:

MEETING DATE	June 26, 2018
MOTION	
2 nd MOTION	
AYES	
ABSENT	
ABSTAIN	
NAYS	

CERTIFICATION OF THE FOREGOING RESOLUTION AS FULL, TRUE, PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LINDSAY AS DETAILED.

Bret Harmon, City Clerk

Pamela Kimball, Mayor



RESOLUTION OF THE CITY OF LINDSAY

NUMBER 18-34

TITLE **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY GIVING PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR FISCAL YEAR 2018-2019 FOR LANDSCAPE AND LIGHTING MAINTENANCE DISTRICTS**

At a regular meeting of the City Council of the City of Lindsay, held June 26, 2018 at the hour of 6:00 p.m. in the Council Chambers at City Hall, Lindsay, California 93247, the following resolution was adopted:

WHEREAS, on the 26th day of June 2018 said City Council did adopt a Resolution directing the Engineer of Work to make and file with the City Clerk of said City a report in writing for Fiscal Year 2018-2019 as required by the Landscaping and Lighting Act of 1972; and

WHEREAS, said Engineer of Work has made and filed with the City Clerk of said City a report in writing as called for in said Resolution and under and pursuant to said Act, which report has been presented to this Council for consideration; and

WHEREAS, said Council has duly considered said report and each and every part thereof, and finds that each and every part of said report is sufficient, and that said report, nor any part thereof, requires or should be modified.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LINDSAY DOES HEREBY RESOLVE AS FOLLOWS:

- SECTION 1. The Engineer's Estimate of the itemized costs and expenses of said work and of the incidental expenses in connection therewith, contained in said report be, and each of them are hereby preliminarily approved and confirmed.
- SECTION 2. The diagram showing the Assessment Districts referred to and described in said report (the boundaries of the subdivision of land within each said Assessment District), are approved and confirmed as the same as existed at the time of passage of Resolution originally establishing each District.
- SECTION 3. The proposed assessments upon the subdivisions of land in said Assessment Districts are in proportion to the estimated benefit to be received by said subdivisions, respectively, from said normal and customary maintenance and of the incidental expenses thereof, as contained in said report, and are hereby preliminarily approved and confirmed.
- SECTION 4. Said report shall stand as the Engineer's Report for the purposes of all subsequent proceedings, and pursuant to the proposed district.
- SECTION 5. Reference is hereby made to said maps for further, full and more particular description of said Assessment District, and the same maps so on file shall govern for all details as to the extent of each said Assessment District.

RESOLUTION NO. 18-34
Page 1 of 2



RESOLUTION OF THE CITY OF LINDSAY

PASSED AND ADOPTED by the City Council of the City of Lindsay as follows:

MEETING DATE	June 26, 2018
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2 nd MOTION	
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ABSENT	
ABSTAIN	
NAYS	

CERTIFICATION OF THE FOREGOING RESOLUTION AS FULL, TRUE, PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LINDSAY AS DETAILED.

Bret Harmon, City Clerk

Pamela Kimball, Mayor



RESOLUTION OF THE CITY OF LINDSAY

NUMBER 18-35

TITLE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2018-2019 LANDSCAPE & LIGHTING MAINTENANCE ASSESSMENT DISTRICTS; DECLARING THE WORK TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREAS WITHIN THE LANDSCAPE MAINTENANCE DISTRICTS TO BE ASSESSED AND THE COST AND EXPENSE THEREOF; DESIGNATING SAID DISTRICTS AS LANDSCAPE & LIGHTING MAINTENANCE DISTRICTS; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO.

The City Council of the City of Lindsay, pursuant to the provisions of the Landscaping and Lighting Act of 1972, being Division 15 of the Streets and Highways Code of the State of California;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LINDSAY DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. DESCRIPTION OF WORK

That the public interest and convenience requires it is the intention of the City Council of the City of Lindsay, California, to order the following work be done, to wit:

1. Maintenance and servicing of facilities and landscaping as authorized by Section 22525 of the Streets and Highways Code.
2. Any and all work and materials appurtenant thereto or which are necessary or convenient for the maintenance and servicing thereof.

SECTION 2. LOCATION OF WORK

The foregoing described work is to be located within the following areas:

1. Right of way and easement along Sierra View St frontage from Harvard to Lafayette and Harvard Avenue frontage from Sierra View St to the North subdivision boundary, more particularly described on maps which are on file in the City Clerk’s office as “Sierra View Estates”.
2. Right of way and easement along Tulare Rd frontage from Oak to the Eastern subdivision boundary, more particularly described on maps which are on file in the City Clerk’s office as “Heritage Park”.
3. Right of way and easement along Parkside Ave frontage from Hickory to the North subdivision boundary, more particularly described on maps which are on file in the City Clerk’s office as “Parkside Estates”.
4. Right of way and easement along Samoa St frontage from Sweet Brier east to the alley, on Sweet Brier Ave from Samoa St to the North subdivision boundary, and



RESOLUTION OF THE CITY OF LINDSAY

areas identified as reciprocal easement for ingress and egress & easement for public utilities and landscaping, more particularly described on maps which are on file in the City Clerk's office as "Sweet Brier Plaza-Samoa".

5. Right of way and easement along Hermosa St frontage from Sweet Brier Ave to the western subdivision boundary, on Sweet Brier Ave frontage from Hermosa St to the Southern subdivision boundaries, and areas identified as reciprocal easement for ingress and egress & easement for public utilities and landscaping, more particularly described on maps which are on file in the City Clerk's office as "Sweet Brier Plaza-Hermosa"
6. Right of way and easement along Orange Ave Lot A and traffic circle located at Sierra View St and Orange Ave, more particularly described on maps which are on file in the City Clerk's office as "Sierra Vista".
7. Right of way and easement at intersections of Maple Valley Way & Maple Valley and Maple Valley Way & Ash Ave, more particularly described on maps which are on file in the City Clerk's office as "Maple Valley".
8. Right of way and easement along Hickory frontage from Hamlin Way to West subdivision boundary, at lots B & C on Bellah Ave, Right of way along Plum Drive, lot A, Right of Way along "Pond Area" and Parkside Ave from Southern subdivision boundary ("Pond Area") to the Northern boundary, more particularly described on maps which are on file in the City Clerk's office as "Pelous Ranch Phase 1 & 2".

Reference is hereby made to said maps for further work, in the opinion of said City Council, is to be of more than local or ordinary public benefit, and the said City Council hereby makes the expense of the said work chargeable upon a district, which said district is described as follows:

SECTION 3.

DESCRIPTION OF ASSESSMENT DISTRICTS

That the contemplated work, in the opinion of said City Council, is to be of more than local or ordinary public benefit, and the said City Council hereby makes the expense of the said work chargeable upon a districts, which said district s are described as follows:

1. All that certain territory of the City of Lindsay, included within the exterior boundary line shown upon that certain "Map of Landscape and Lighting Maintenance District Sierra View Estates" heretofore approved by the City Council of said City by Resolution No. 92-37, indicating that by said boundary line the extent of the territory included within the assessment district and which map is on file in the Office of the City Clerk of said City.
2. All that certain territory of the City of Lindsay, included within the exterior boundary line shown upon that certain "Map of Landscape and Lighting Maintenance District Heritage Park" heretofore approved by the City Council of said City by Resolution No. 96-11, indicating that by said boundary line the extent of the territory included within the assessment district and which map is on file in the Office of the City Clerk of said City.



RESOLUTION OF THE CITY OF LINDSAY

3. All that certain territory of the City of Lindsay, included within the exterior boundary line shown upon that certain “Map of Landscape and Lighting Maintenance District Parkside Estates” heretofore approved by the City Council of said City by Resolution No. 01-74, indicating that by said boundary line the extent of the territory included within the assessment district and which map is on file in the Office of the City Clerk of said City.
4. All that certain territory of the City of Lindsay, included within the exterior boundary line shown upon that certain “Map of Landscape and Lighting Maintenance District Sweet Brier Plaza-Samoa” heretofore approved by the City Council of said City by Resolution No. 02-12, indicating that by said boundary line the extent of the territory included within the assessment district and which map is on file in the Office of the City Clerk of said City.
5. All that certain territory of the City of Lindsay, included within the exterior boundary line shown upon that certain “Map of Landscape and Lighting Maintenance District Sweet Brier Plaza-Hermosa” heretofore approved by the City Council of said City by Resolution No. 02-15, indicating that by said boundary line the extent of the territory included within the assessment district and which map is on file in the Office of the City Clerk of said City.
6. All that certain territory of the City of Lindsay, included within the exterior boundary line shown upon that certain “Map of Landscape and Lighting Maintenance District Sierra Vista” heretofore approved by the City Council of said City by Resolution No. 07-17, indicating that by said boundary line the extent of the territory included within the assessment district and which map is on file in the Office of the City Clerk of said City.
7. All that certain territory of the City of Lindsay, included within the exterior boundary line shown upon that certain “Map of Landscape and Lighting Maintenance District Maple Valley” heretofore approved by the City Council of said City by Resolution No. 07-30, indicating that by said boundary line the extent of the territory included within the assessment district and which map is on file in the Office of the City Clerk of said City.
8. All that certain territory of the City of Lindsay, included within the exterior boundary line shown upon that certain “Map of Landscape and Lighting Maintenance District Pelous Ranch” heretofore approved by the City Council of said City by Resolution No. 09- 59 and Resolution No. 11-56, indicating that by said boundary line the extent of the territory included within the assessment district and which map is on file in the Office of the City Clerk of said City.

SECTION 4.

REPORT OF ENGINEER

The City Council of said City has ordered preparation of the annual report of the Engineer of Work, which report indicates the amount of the proposed assessment, the district boundary, detailed description of improvements, and the method of assessment. The report titled “Engineer’s Report, Landscape and Lighting Maintenance Districts 2018-2019 Fiscal Year” will be filed in the Office of the City Clerk of said City, and prepared for the 2018-2019 Fiscal Year in accordance with the Landscaping and Lighting Act of 1972. Reference to said report is hereby made for all particulars for the amount and extent of the assessments and for the extent of the work.

RESOLUTION NO. 18-35

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RESOLUTION OF THE CITY OF LINDSAY

SECTION 5.

COLLECTION OF ASSESSMENTS

The assessment shall be collected at the time and in the same manner as County taxes are collected.

SECTION 6.

TIME AND PLACE OF HEARING

Notice is hereby given that on the 10th day of July, 2018, at the hour of 6:00 p.m. or as soon thereafter as the matter may be heard in the City Council Chambers at 251 E. Honolulu, in the City of Lindsay, any and all persons having any objections to the work or extent of the assessment district, may appear and show cause why said work should not be done or carried out in accordance with this Resolution of Intention. The City Council will consider all oral and written protests.

SECTION 7.

LANDSCAPING AND LIGHTING ACT OF 1972

All the work herein proposed shall be done and carried through in pursuance of an act of the legislature of the State of California designated The Landscaping and Lighting Act of 1972, being Division 15 of the Streets and Highways Code of the State of California.

SECTION 8.

PUBLICATION OF RESOLUTION OF INTENT

Published notice shall be made pursuant to Section 6061 of the Government Code. The publication of the Notice of Hearing shall be completed at least 10 days prior to the date of the hearing.



RESOLUTION OF THE CITY OF LINDSAY

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MEETING DATE	June 26, 2018
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2 nd MOTION	
AYES	
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Bret Harmon, City Clerk

Pamela Kimball, Mayor

Sierra View Estates Financial Status Report

ENGINEER'S REPORT FOR ASSESSMENT DISTRICT 92-01

Maintenance cost breakdown based on 92 lots with an estimated maint. Area of 46,096 square feet.

		Budgeted 2017-2018			Spent 2017-2018		Projected 2018-2019		
COUNTY FEES									
Assessment Fee		92	\$ 1.00	\$ 92.00	\$ 92.00	92	\$ 1.00	\$ 92.00	
Roll Corrections		0	\$ 25.00	\$ -	\$ -	0	\$ 25.00	\$ -	
Reporting Fee		1	\$ 200.00	\$ 200.00	\$ 200.00	1	\$ 200.00	\$ 200.00	
TOTAL				\$ 292.00	\$ 292.00			\$ 292.00	
CITY COSTS									
Engineering									
			\$ per hr				\$ per hr		
Office Support Staff			\$ 33.34	7	\$ 233.35	\$ 233.35	\$ 33.34	7	\$ 233.35
City Services Director			\$ 69.40	3	\$ 208.20	\$ 208.20	\$ 69.40	3	\$ 208.20
Associate Engineer			\$ 41.46	5	\$ 207.30	\$ 207.30	\$ 41.46	5	\$ 207.30
Administration									
City Manager			\$ 104.09	1	\$ 104.09	\$ 104.09	\$ 104.09	1	\$ 104.09
City Attorney			\$ 125.00		\$ -	\$ -	\$ 125.00	0.5	\$ 62.50
Finance Director			\$ 64.45	1	\$ 64.45	\$ 64.45	\$ 64.45	1	\$ 64.45
TOTAL					\$ 817.39	\$ 817.39			\$ 879.89
WALL MAINTENANCE									
Graffiti Incidents									
TOTAL					\$ -				\$ -
UTILITIES									
			\$ per month	# months			\$ per month	# months	
Water used for irrigation	# Street Lights		\$ 170.00	12	\$ 2,040.00	\$ 1,556.18	\$ 135.00	12	\$ 1,620.00
SCE (Irrigation + Lighting)	19		\$ 10.00	12	\$ 2,280.00	\$ 1,881.45	\$ 8.50	12	\$ 1,938.00
TOTAL					\$ 4,320.00	\$ 3,437.63			\$ 3,558.00
CITY MAINTENANCE (Landscaping & Irrigation Maintenance/plants)									
			\$/hr	hrs			\$/hr	hrs	
Senior Employee			\$ 18.92		\$ -				\$ -
Regular Employee			\$ 14.50		\$ -				\$ -
Regular Employee			\$ 14.50		\$ -				\$ -
Specialty Contract Maintenance			\$ 1,129.00	12	\$ 13,548.00	\$ 19,667.85	\$ 1,129.00	12	\$ 13,548.00
Operational Supplies (Landscaping Equipment, Fuel & Oil, Seeding, Fertilizer, Plants, Trees, etc)			\$ 2,400.00	1	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00	1	\$ 4,000.00
TOTAL					\$ 15,548.00	\$ 19,667.85			\$ 17,548.00
SUBTOTAL COSTS					\$ 20,977.39	\$ 24,214.87			\$ 22,277.89
Total Capital Improvement					\$ -				\$ -
Total assets									\$ 3,470.27
TOTAL COSTS					\$ 21,483.97	\$ 24,214.87			\$ 22,277.89
Costs per square foot of area	46096			\$ 0.47					\$ 0.48
Assessment per Lot;	92			\$ 233.52					\$ 242.16

will be transfer for capital improvement next year

\$ 8.64 Proposed decrease/increase per lot/year
 \$ 0.72 Proposed decrease/increase per lot/month

Budgeted 17-18	\$ 21,483.84
Received as of June 13, 2018	\$ 21,191.84
Balance deducting the County Fees	\$ -
Per County Report as of April 30, 2018, Unpaid Balance from previous years	\$ -
Total Owed to the City	\$ -

Heritage Park Financial Status Report

ENGINEER'S REPORT FOR ASSESSMENT DISTRICT 96-01

Maintenance cost breakdown based on 37 lots with an estimated maint. Area of 11,600 square feet.

		Budgeted 2017-2018			Spent 2017-2018		Projected 2018-2019		
COUNTY FEES									
Assessment Fee		37	\$ 1.00	\$ 37.00	\$ 37.00	37	\$ 1.00	\$ 37.00	
Roll Corrections		0	\$ 25.00	\$ -	\$ -	0	\$ 25.00	\$ -	
Reporting Fee		1	\$ 200.00	\$ 200.00	\$ 200.00	1	\$ 200.00	\$ 200.00	
TOTAL				\$ 237.00	\$ 237.00			\$ 237.00	
CITY COSTS									
Engineering			\$ per hr	# hr			\$ per hr	# hr	
Office Support Staff			\$ 33.34	8	\$ 266.68		\$ 33.34	8	\$ 266.68
City Services Director			\$ 69.40	2	\$ 138.80		\$ 69.40	2	\$ 138.80
Associate Engineer			\$ 41.46	16	\$ 663.36		\$ 41.46	16	\$ 663.36
Administration									
City Manager			\$ 104.09	1	\$ 104.09		\$ 104.09	1	\$ 104.09
City Attorney			\$ 125.00		\$ -		\$ 125.00		\$ -
Finance Director			\$ 64.45	1	\$ 64.45		\$ 64.45	1	\$ 64.45
TOTAL				\$ 1,237.38	\$ 1,238.00			\$ 1,237.38	
WALL MAINTENANCE									
Graffiti Incidents					\$ -				\$ -
TOTAL				\$ -	\$ -			\$ -	
UTILITIES									
			\$ per month	# months			\$ per month	# months	
Water used for irrigation	# Street Lights		\$ 67.00	12	\$ 804.00	\$ 1,126.13	\$ 95.00	12	\$ 1,140.00
SCE (Irrigation + Lighting)	6		\$ 11.00	12	\$ 792.00	\$ 1,073.76	\$ 15.00	12	\$ 1,080.00
TOTAL				\$ 1,596.00	\$ 2,199.89			\$ 2,220.00	
CITY MAINTENANCE (Landscaping & Irrigation Maintenance/plants)									
			\$/hr	hrs			\$/hr	hrs	
Senior Employee			\$ 18.92	0	\$ -		\$ 18.92	0	\$ -
Regular Employee			\$ 14.50	0	\$ -		\$ 14.50	0	\$ -
Regular Employee			\$ 14.50	0	\$ -		\$ 14.50	0	\$ -
Specialty Contract Maintenance			\$ 274.00	12	\$ 3,288.00	\$ 3,288.00	\$ 274.00	12	\$ 3,288.00
Operational Supplies (Landscaping Equipment, Fuel & Oil, Seeding, Fertilizer, Plants, Trees, etc)					\$ 800.00	\$ 6,614.14			\$ 2,500.00
TOTAL					\$ 4,088.00	\$ 9,902.14			\$ 5,788.00
SUBTOTAL COSTS									
					\$ 7,158.38	\$ 13,577.03			\$ 9,482.38
Total Capital Improvement									
					\$ 1,000.00				
Total assets									
									\$ 8,865.23
TOTAL COSTS									
					\$ 6,805.11	\$ 13,577.03			\$ 9,482.38
Costs per square foot of area	13635				\$ 0.59				\$ 0.82
					\$ 183.92				\$ 256.28
Assessment per Lot;	37				\$ 183.92				\$ 256.28

will be transfer for capital improvement next year

\$ 72.36 Proposed decrease/increase per lot/year
 \$ 6.03 Proposed decrease/increase per lot/month

Budgeted 17-18	\$ 6,805.04
Received as of June 13, 2018	\$ 6,384.12
Balance deducting the County Fees	\$ (183.92)
Per County Report as of April 30, 2018, Unpaid Balance from previous years	\$ (498.68)
Total Owed to the City	\$ (682.60)

Sweet Brier-Samoa Financial Status Report

ENGINEER'S REPORT FOR ASSESSMENT DISTRICT 02-01

Maintenance cost breakdown based on 6 lots with an estimated maint. Area of 4,924 square feet.

		Budgeted 2017-2018			Spent 2017-2018		Projected 2018-2019		
COUNTY FEES									
Assessment Fee		6	\$ 1.00	\$ 6.00	\$ 6.00	6	\$ 1.00	\$ 6.00	
Roll Corrections		0	\$ 25.00	\$ -	\$ -	0	\$ 25.00	\$ -	
Reporting Fee		1	\$ 200.00	\$ 200.00	\$ 200.00	1	\$ 200.00	\$ 200.00	
TOTAL				\$ 206.00	\$ 206.00			\$ 206.00	
CITY COSTS									
Engineering									
		\$ per hr	# hr			\$ per hr	# hr		
Office Support Staff		\$ 33.34	1	\$ 33.34		\$ 33.34	1	\$ 33.34	
City Services Director		\$ 69.40	1	\$ 69.40		\$ 69.40	1	\$ 69.40	
Associate Engineer		\$ 41.46	6	\$ 248.76		\$ 41.46	6	\$ 248.76	
Administration									
City Manager		\$ 104.09	0.5	\$ 52.05		\$ 104.09	0.5	\$ 52.05	
City Attorney		\$ 125.00	0	\$ -		\$ 125.00	0	\$ -	
Finance Director		\$ 64.45	0.5	\$ 32.23		\$ 64.45	0.5	\$ 32.23	
TOTAL				\$ 435.77	\$ 450.00			\$ 435.77	
WALL MAINTENANCE									
Graffiti Incidents				\$ -	\$ -			\$ -	
TOTAL				\$ -	\$ -			\$ -	
UTILITIES									
		\$ per month	# months			\$ per month	# months		
Water used for irrigation		\$ 29.18	12	\$ 350.16	\$ 388.78	\$ 32.50	12	\$ 390.00	
SCE (Irrigation + Lighting)		\$ 53.45	12	\$ 641.36	\$ 534.05	\$ 45.00	12	\$ 540.00	
TOTAL				\$ 991.52	\$ 922.83			\$ 930.00	
ASPHALT FEES									
		SF	\$/SF			SF	\$/SF		
Resurfacing		3,128.00	\$ -	\$ -	\$ -	3,128.00	\$ -	\$ -	
Striping		1.00	\$ -	\$ -	\$ -	1.00	\$ -	\$ -	
TOTAL				\$ -	\$ -			\$ -	
CITY MAINTENANCE (Landscaping & Irrigation Maintenance/plants)									
		\$/hr	hrs			\$/hr	hrs		
Senior Employee		\$ 18.92	0	\$ -		\$ 18.92	0	\$ -	
Regular Employee		\$ 14.50	0	\$ -		\$ 14.50	0	\$ -	
Regular Employee		\$ 14.50	0	\$ -		\$ 14.50	0	\$ -	
Specialty Contract Maintenance		\$ 133.00	12	\$ 1,596.00	\$ 1,596.00	\$ 133.00	12	\$ 1,596.00	
Operational Supplies (Landscaping Equipment, Fuel & Oil, Seeding, Fertilizer, Plants, Trees, etc)				\$ 1,000.00	\$ 2,260.00			\$ 1,250.00	
TOTAL				\$ 2,596.00	\$ 3,856.00			\$ 2,846.00	
SUBTOTAL COSTS				\$ 4,229.29	\$ 5,434.83			\$ 4,417.77	
Total Capital Improvement				\$ 1,000.00	\$ -			\$ -	
Total assets								\$ 3,377.90	will be transfer for capital improvement next year
TOTAL COSTS				\$ 4,321.67	\$ 5,434.83			\$ 4,417.77	
Costs per square foot of area	4924			\$ 1.07				\$ 0.90	
				\$ 878.16				\$ 736.29	
Assessment per Lot;	6			\$ 720.28				\$ 736.30	

\$ 16.02 Proposed decrease/increase per lot/year
 \$ 1.34 Proposed decrease/increase per lot/month

Budgeted 17-18	\$ 4,321.68
Received as of June 13, 2018	\$ 4,115.68
Balance deducting the County Fees	\$ -
Per County Report as of April 30, 2018, Unpaid Balance from previous years	\$ -
Total Owed to the City	\$ -

Sweet Brier-Hermosa Financial Status Report

ENGINEER'S REPORT FOR ASSESSMENT DISTRICT 02-02

Maintenance cost breakdown based on 12 lots with an estimated maint. Area of 20,776 square feet.

		Budgeted 2017-2018			Spent 2017-2018		Projected 2018-2019		
COUNTY FEES									
Assessment Fee		12	\$ 1.00	\$ 12.00	\$ 12.00	12	\$ 1.00	\$ 12.00	
Roll Corrections		0	\$ 25.00	\$ -	\$ -	0	\$ 25.00	\$ -	
Reporting Fee		1	\$ 200.00	\$ 200.00	\$ 200.00	1	\$ 200.00	\$ 200.00	
TOTAL				\$ 212.00	\$ 212.00			\$ 212.00	
CITY COSTS									
Engineering									
		\$ per hr	# hr			\$ per hr	# hr		
Office Support Staff		\$ 33.34	2	\$ 66.67		\$ 33.34	2	\$ 66.67	
City Services Director		\$ 69.40	1	\$ 69.40		\$ 69.40	1	\$ 69.40	
Associate Engineer		\$ 41.46	6	\$ 248.76		\$ 41.46	6	\$ 248.76	
Administration									
City Manager		\$ 104.09	0.5	\$ 52.05		\$ 104.09	0.5	\$ 52.05	
City Attorney		\$ 125.00	0	\$ -		\$ 125.00	0	\$ -	
Finance Director		\$ 64.45	0.5	\$ 32.23		\$ 64.45	0.5	\$ 32.23	
TOTAL				\$ 469.10	\$ 460.00			\$ 469.10	
WALL MAINTENANCE									
Graffiti Incidents				\$ -	\$ -			\$ -	
TOTAL				\$ -	\$ -			\$ -	
UTILITIES									
		\$ per month	# months			\$ per month	# months		
SCE (Irrigation + Lighting)		\$ 86.26	12	\$ 1,035.13	\$ 864.08	\$ 72.01	12	\$ 864.08	
Water used for irrigation		\$ 75.20	12	\$ 902.35	\$ 944.30	\$ 78.69	12	\$ 944.30	
TOTAL				\$ 1,937.48	\$ 1,808.38			\$ 1,808.38	
ASPHALT FEES									
		SF	\$/SF			SF	\$/SF		
Resurfacing		11,542.00	0	\$ -	\$ -	11,542.00	\$ -	\$ -	
Striping		1.00	0	\$ -	\$ -	1.00	\$ -	\$ -	
TOTAL				\$ -	\$ -			\$ -	
CITY MAINTENANCE (Landscaping & Irrigation Maintenance/plants)									
		\$/hr	hrs			\$/hr	hrs		
Senior Employee		\$ -	14	\$ -	\$ -	\$ -	14	\$ -	
Regular Employee		\$ -	80	\$ -	\$ -	\$ -	80	\$ -	
Regular Employee		\$ -	80	\$ -	\$ -	\$ -	80	\$ -	
Specialty Contract Maintenance		\$ 475.00	12	\$ 5,700.00	\$ 5,700.00	\$ 475.00	12	\$ 5,700.00	
Operational Supplies (Landscaping Equipment, Fuel & Oil, Seeding, Fertilizer, Plants, Trees, etc)				\$ 500.00	\$ 829.00			\$ 1,000.00	
TOTAL				\$ 6,200.00	\$ 6,529.00			\$ 6,700.00	
SUBTOTAL COSTS				\$ 8,818.58	\$ 9,009.38			\$ 9,189.48	
Total Capital Improvement				\$ -	\$ -			\$ 500.00	
Total assets				\$ 676.98				\$ -	will be transfer for capital improvement next year
TOTAL COSTS				\$ 9,495.56	\$ 9,009.38			\$ 9,689.48	
Costs per square foot of area		6317.5		\$ 1.50				\$ 1.53	
				\$ 791.30				\$ 807.46	
Assessment per Lot:		12		\$ 791.30				\$ 807.46	

\$ 16.16 Proposed decrease/increase per lot/year
 \$ 1.35 Proposed decrease/increase per lot/month

Budgeted 17-18	\$ 9,495.60
Received as of June 13, 2018	\$ 9,283.60
Balance deducting the County Fees	\$ 0.00
Per County Report as of April 30, 2018, Unpaid Balance from previous years	\$ -
Total Owed to the City	\$ 0.00

Parkside Estates Financial Status Report

ENGINEER'S REPORT FOR ASSESSMENT DISTRICT 01-01

Maintenance cost breakdown based on 44 lots with an estimated maint. Area of 7,536 square feet.

		Budgeted 2017-2018		Spent 2017-2018		Projected 2018-2019		
COUNTY FEES								
Assessment Fee		44	\$ 1.00	\$ 44.00	\$ 44.00	44	\$ 1.00	\$ 44.00
Roll Corrections		0	\$ 25.00	\$ -	\$ -	0	\$ 25.00	\$ -
Reporting Fee		1	\$ 200.00	\$ 200.00	\$ 200.00	1	\$ 200.00	\$ 200.00
TOTAL				\$ 244.00	\$ 244.00			\$ 244.00
CITY COSTS								
Engineering		\$ per hr	# hr			\$ per hr	# hr	
Office Support Staff		\$ 33.34	8	\$ 266.68		\$ 33.34	8	\$ 266.68
City Services Director		\$ 69.40	2	\$ 138.80		\$ 69.40	2	\$ 138.80
Associate Engineer		\$ 41.46	5	\$ 207.30		\$ 41.46	5.5	\$ 228.03
Administration								
City Manager		\$ 104.09	1	\$ 104.09		\$ 104.09	1	\$ 104.09
City Attorney		\$ 125.00		\$ -		\$ 125.00		\$ -
Finance Director		\$ 64.45	1	\$ 64.45		\$ 64.45	1	\$ 64.45
TOTAL				\$ 781.32	\$ 790.00			\$ 802.05
WALL MAINTENANCE								
Graffiti Incidents				\$ -	\$ -			\$ -
TOTAL				\$ -				\$ -
UTILITIES								
		\$ per month	# months			\$ per month	# months	
Water used for irrigation	# Street Lights	\$ 93.43	12	\$ 1,121.15	\$ 1,126.16	\$ 93.85	12	\$ 1,126.16
SCE (Irrigation + Lighting)	6	\$ 87.95	12	\$ 1,055.45	\$ 1,006.89	\$ 83.91	12	\$ 1,006.89
TOTAL				\$ 2,176.60	\$ 2,133.05			\$ 2,133.05
CITY MAINTENANCE (Landscaping & Irrigation Maintenance/plants)								
		\$/hr	hrs			\$/hr	hrs	
Senior Employee		\$ 18.92		\$ -		\$ 18.92		\$ -
Regular Employee		\$ 14.50		\$ -		\$ 14.50		\$ -
Regular Employee		\$ 14.50		\$ -		\$ 14.50		\$ -
Specialty Contract Maintenance		\$ 197.00	12	\$ 2,364.00	\$ 2,364.00	\$ 197.00	12	\$ 2,364.00
Operational Supplies (Landscaping Equipment, Fuel & Oil, Seeding, Fertilizer, Plants, Trees, etc)				\$ 2,500.00	\$ 3,730.00			\$ 1,500.00
TOTAL				\$ 4,864.00	\$ 6,094.00			\$ 3,864.00
SUBTOTAL COSTS				\$ 8,065.92	\$ 9,261.05			\$ 7,043.10
Total Capital Improvement				\$ -	\$ -			\$ -
Total assets								\$ 8,859.04
TOTAL COSTS				\$ 7,520.30	\$ 9,261.05			\$ 7,043.10
Costs per square foot of area	7368			\$ 1.02				\$ 0.96
				\$ 170.92				\$ 160.07
Assessment per Lot;	44			\$ 170.92				\$ 160.07

will be transfer for capital improvement next year

\$ (10.85) Proposed decrease/increase per lot/year
 \$ (0.90) Proposed decrease/increase per lot/month

Budgeted 17-18	\$ 7,520.48
Received as of June 13, 2018	\$ 6,934.64
Balance deducting the County Fees	\$ (341.84)
Per County Report as of April 30, 2018, Unpaid Balance from previous years	\$ 1,695.54
Total Owed to the City	\$ 1,353.70

Sierra Vista Estates Financial Status Report

ENGINEER'S REPORT FOR ASSESSMENT DISTRICT 07-01

Maintenance cost breakdown based on 19 lots with an estimated maint. Area of 22,200 square feet.

Projected in 2007-2008 Maintenance				2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	Spent 2017-2018	2018-2019			
Assessment Fee	19	\$ 1.00	\$ 19.00										\$ 19.00	\$ 19.00	19	\$ 1.00	\$ 19.00	
Roll Corrections	1	\$ 25.00	\$ 25.00												0	\$ 25.00	\$ -	
Reporting Fee	1	\$ 200.00	\$ 200.00												1	\$ 200.00	\$ 200.00	
TOTAL			\$ 244.00										\$ 219.00	\$ 219.00			\$ 219.00	
CITY COSTS																		
Engineering		\$ per hr	# hr													\$ per hr	# hr	
Office Support Staff		\$ 33.34	8	\$ 266.72												\$ 33.34	0	\$ -
City Services Director		\$ 82.99	5	\$ 414.95												\$ 69.40	6.5	\$ -
Associate Engineer		\$ 43.97	17	\$ 747.49												\$ 41.46	19	\$ -
Administration																		\$ -
City Manager		\$ 114.06	1	\$ 114.06												\$ 104.09	1	\$ -
City Attorney		\$ 125.00	1	\$ 125.00												\$ 125.00	0.5	\$ -
Finance Director		\$ 69.98	1	\$ 69.98												\$ 64.45	1	\$ -
TOTAL				\$ 1,738.20														\$ -
WALL MAINTENANCE																		0
Graffiti Incidents				\$ 1,140.00														\$ -
TOTAL				\$ 1,140.00														\$ -
UTILITIES																\$ per month	# months	
Irrigation Timer Electrical costs (Will discontinue in FY17-18)		\$ 70.00	12	\$ 840.00												\$ -	12	\$ -
Water used for irrigation		\$ 140.00	12	\$ 1,680.00												\$ -	12	\$ -
SCE (Irrigation + Lighting)	4	\$ 11.01	12	\$ 528.48									\$ 1,109.79	\$ 861.33	\$ 18.00	12	\$ 864.00	
TOTAL				\$ 3,048.48									\$ 1,109.79	\$ 861.33	\$ 18.00	12	\$ 864.00	
CITY MAINTENANCE (Landscaping & Irrigation Maintenance/plants)																\$/hr	hrs	
Senior Employee		\$ 18.92	27.5	\$ 520.30												\$ -	40	\$ -
Regular Employee		\$ 14.50	70	\$ 1,015.00												\$ -	70	\$ -
Regular Employee		\$ 14.50	70	\$ 1,015.00												\$ -	70	\$ -
Specialty Contract Maintenance													\$ 19.25	\$ 666.64	\$ 83.33	12	\$ 999.96	
Operational Supplies (Landscaping Equipment, Fuel & Oil, Seeding, Fertilizer, Plants, Trees, etc)				\$ 837.76									\$ 224.82	\$ 910.71			\$ -	
TOTAL				\$ 3,388.06									\$ 910.71	\$ 910.71			\$ 999.96	
SUBTOTAL COSTS				\$ 9,558.74										\$ 2,080.29			\$ 2,082.96	
Total Capital Improvement				\$ 40,000.00														
Total assets				\$ -														\$ 8,506.18
TOTAL COSTS				\$ 9,558.74								\$ 1,066.94	\$ 2,239.50	\$ 2,080.29			\$ 33,576.78	
Costs per square foot of area	22200			\$ 0.43								\$ -	\$ 117.87				\$ 1,767.20	
Assessment per Lot:	19			\$ 502.84	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 56.16	\$ 59.76				\$ 502.84	

will be transfer for capital improvement next year

Need for Installation of Landscape

Total Spent	\$ (54.00)	\$ -	\$ -	\$ -	\$ 12,946.60	\$ 138.80	\$ 930.57	\$ 1,167.69	\$ 1,223.45	\$ 2,020.50	\$ 2,080.29						
Charge to County		\$ 190.00	\$ 190.00	\$ 190.00	\$ 190.00	\$ 190.00	\$ 190.00	\$ 190.00	\$ 190.00	\$ 1,067.04	\$ 1,135.44	\$ 9,553.96					\$ -
Received from County	\$ 9,553.96	\$ (50.60)	\$ 8,832.86	\$ 121.20	\$ 86.40	\$ (66.00)	\$ (49.00)	\$ (49.00)	\$ 763.80	\$ 796.92	\$ 9,083.54						\$ -
Balance	\$ 9,543.96	\$ 9,493.36	\$ 18,326.22	\$ 18,447.42	\$ 5,587.22	\$ 5,382.42	\$ 4,402.85	\$ 3,186.16	\$ 2,726.51	\$ 1,502.93	\$ 8,506.18						

Budgeted 17-18 \$ 9,553.96
 Received as of June 13, 2018 \$ 9,083.54
 Balance deducting the County Fees \$ 251.42
 Per County Report as of April 30, 2018, Unpaid Balance from previous years \$ (119.52)

Maple Valley Estates Financial Status Report

ENGINEER'S REPORT FOR ASSESSMENT DISTRICT 07-02

Maintenance cost breakdown based on 42 lots with an estimated maint. Area of 1,720 square feet.

		Budgeted 2017-2018			Spent 2017-2018		Projected 2018-2019		
COUNTY FEES									
Assessment Fee		42	\$ 1.00	\$ 42.00	\$ 42.00	42	\$ 1.00	\$ 42.00	
Roll Corrections		0	\$ 25.00	\$ -		0	\$ 25.00	\$ -	
Reporting Fee		1	\$ 200.00	\$ 200.00	\$ 200.00	1	\$ 200.00	\$ 200.00	
TOTAL				\$ 242.00	\$ 242.00			\$ 242.00	
CITY COSTS									
Engineering		\$ per hr	# hr			\$ per hr	# hr		
Office Support Staff		\$ 33.34	0.5	\$ 16.67		\$ 33.34	0.5	\$ 16.67	
City Services Director		\$ 69.40	0.5	\$ 34.70		\$ 69.40	0.5	\$ 34.70	
Associate Engineer		\$ 41.46	2	\$ 82.92		\$ 41.46	2	\$ 82.92	
Administration									
City Manager		\$ 104.09	0.5	\$ 52.05		\$ 104.09	0.5	\$ 52.05	
City Attorney		\$ 125.00	0	\$ -		\$ 125.00	0	\$ -	
Finance Director		\$ 64.45	0.25	\$ 16.11		\$ 64.45	0.25	\$ 16.11	
TOTAL				\$ 202.46	\$ -			\$ 202.46	
WALL MAINTENANCE									
Graffiti Incidents				\$ -	\$ -			\$ -	
TOTAL				\$ -	\$ -			\$ -	
UTILITIES	No. of Street Lights	\$ per month	# months			\$ per month	# months		
Irrigation Timer Electrical costs (Will discontinue in FY17-18)		\$ -	12	\$ -		\$ -	12	\$ -	
Water used for irrigation		\$ 42.34	12	\$ 508.08	\$ 1,404.99	\$ 117.08	12	\$ 1,404.99	
SCE (Irrigation + Lighting)	4	\$ 25.35	12	\$ 1,216.97	\$ 1,143.53	\$ 23.82	12	\$ 1,143.53	
TOTAL				\$ 1,725.05	\$ 2,548.52			\$ 2,548.52	
CITY MAINTENANCE (Landscaping & Irrigation Maintenance/plants)		\$/hr	hrs			\$/hr	hrs		
Senior Employee		\$ 18.92		\$ -		\$ 18.92		\$ -	
Regular Employee		\$ 14.50		\$ -		\$ 14.50		\$ -	
Regular Employee		\$ 14.50		\$ -		\$ 14.50		\$ -	
Specialty Contract Maintenance		\$ 45.00	12	\$ 540.00	\$ 540.00	\$ 45.00	12	\$ 540.00	
Operational Supplies (Landscaping Equipment, Fuel & Oil, Seeding, Fertilizer, Plants, Trees, etc)				\$ 200.00	\$ 2,009.00			\$ -	
TOTAL				\$ 740.00	\$ 2,549.00			\$ 540.00	
SUBTOTAL COSTS				\$ 2,909.51	\$ 5,339.52			\$ 3,532.98	
Total Capital Improvement									
Total assets				\$ 31.56				\$ 10,907.30	will be transfer for capital improvement next year
TOTAL COSTS				\$ 2,941.07	\$ 5,339.52			\$ 3,532.98	
Costs per square foot of area	1720			\$ 70.03				\$ 84.12	
Assessment per Lot;	42			\$ 70.02				\$ 50.00	

\$ (20.02) Proposed decrease/increase per lot/year
 \$ (1.67) Proposed decrease/increase per lot/month

Budgeted 17-18	\$ 2,940.84
Received as of June 13, 2018	\$ 2,593.81
Balance deducting the County Fees	\$ (105.03)
Per County Report as of April 30, 2018, Unpaid Balance from previous years	\$ (62.64)
Total Owed to the City	\$ (167.67)

Pelous Ranch Financial Status Report

ENGINEER'S REPORT FOR ASSESSMENT DISTRICT 09-01

Maintenance cost breakdown based on 105 lots with an estimated maint. Area of 27,593.1 square feet.

	Budgeted 2017-2018			Spent 2017-2018		Projected 2018-2019		
COUNTY FEES								
Assessment Fee	105	\$ 1.00	\$ 105.00	\$ 105.00		105	\$ 1.00	\$ 105.00
Roll Corrections	0	\$ 25.00	\$ -			0	\$ 25.00	\$ -
Reporting Fee	1	\$ 200.00	\$ 200.00	\$ 200.00		1	\$ 200.00	\$ 200.00
TOTAL			\$ 305.00	\$ 305.00				\$ 305.00
CITY COSTS								
Engineering		\$ per hr	# hr			\$ per hr	# hr	
Office Support Staff		\$ 33.34	1	\$ 33.34		\$ 33.34	1	\$ 33.34
City Services Director		\$ 82.99	1.5	\$ 124.48		\$ 82.99	1.5	\$ 124.48
Associate Engineer		\$ 43.97	8	\$ 351.77		\$ 43.97	8	\$ 351.77
Administration								
City Manager		\$ 114.06	0.5	\$ 57.03		\$ 114.06	0.5	\$ 57.03
City Attorney		\$ 125.00	0.5	\$ 62.50		\$ 125.00	0.5	\$ 62.50
Finance Director		\$ 69.98	0.5	\$ 34.99		\$ 69.98	0.5	\$ 34.99
TOTAL				\$ 664.10	\$ 664.10			\$ 664.10
WALL MAINTENANCE								
Graffiti Incidents			0	\$ -				\$ -
TOTAL				\$ -	\$ -			\$ -
UTILITIES		\$ per month	# months			\$ per month	# months	
Water used for irrigation	# Street Lights	\$ 265.00	12	\$ 3,180.00	\$ 3,218.26	\$ 269.00	12	\$ 3,228.00
SCE (Irrigation + Lighting)	29	\$ 18.00	12	\$ 6,264.00	\$ 6,021.04	\$ 17.50	12	\$ 6,090.00
TOTAL				\$ 9,444.00	\$ 9,239.30			\$ 9,318.00
CITY MAINTENANCE (Landscaping & Irrigation Maintenance/plants)		\$/hr	hrs			\$/hr	hrs	
Senior Employee		\$ 18.92		\$ -		\$ 18.92		\$ -
Regular Employee		\$ 14.50		\$ -		\$ 14.50		\$ -
Regular Employee		\$ 14.50		\$ -		\$ 14.50		\$ -
Specialty Contract Maintenance		\$ 509.00	12	\$ 6,108.00	\$ 6,108.00	\$ 509.00	12	\$ 6,108.00
Operational Supplies (Landscaping Equipment, Fuel & Oil, Seeding, Fertilizer, Plants, Trees, etc)				\$ 1,400.00	\$ 2,081.00			\$ -
TOTAL				\$ 7,508.00	\$ 8,189.00			\$ 6,108.00
SUBTOTAL COSTS				\$ 17,921.10	\$ 18,397.40			\$ 16,395.10
Total Capital Improvement								
Total assets				\$ (933.79)				\$ 24,452.33
TOTAL COSTS				\$ 16,987.32	\$ 18,397.40			\$ 16,395.10
Costs per square foot of area	25877			\$ 0.66				\$ 0.63
				\$ 161.78				\$ 156.14
Assessment per Lot;	105			\$ 161.78				\$ 100.00

will be transfer for capital improvement next year

\$ (61.78) Proposed decrease/increase per lot/year
 \$ (5.15) Proposed decrease/increase per lot/month

Budgeted 17-18	\$ 16,986.90
Received as of June 13, 2018	\$ 16,681.90
Balance deducting the County Fees	\$ -
Per County Report as of April 30, 2018, Unpaid Balance from previous years	\$ (6,988.42)
Total Owed to the City	\$ (6,988.42)



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: June 26, 2018
AGENDA #: 6
STAFF: Bret Harmon, City Clerk, bharmon@lindsay.ca.us

AGENDA ITEM

TITLE	Resolution 18-32: Adopting City of Lindsay's FY 2018-2019 Operating Budget, Five-year Capital Improvement Plan
ACTION	Adopt Resolution 18-32
PURPOSE	Statutory/Contractual Requirement

RECOMMENDATION

Staff respectfully recommends the City Council approve 18-32 to adopt the City' Operating Budget prior to the commencement of Fiscal Year 2018-2019.

BACKGROUND | ANALYSIS

Section 8 of the City Charter requires the City to adopt an Operating Budget prior to the last day of the fiscal year currently ending. The new fiscal year begins on July 1, 2018.

City Council Members and staff have worked diligently to prepare a realistic, balanced budget for FY 2018-2019. All funds are balanced except Refuse. Staff will continue to work on alternatives for Refuse to bring it positive before the end of the Fiscal Year.

ALTERNATIVES

- Postpone the adoption of Resolution 18-32 until a later council meeting in July.

BENEFIT TO OR IMPACT ON CITY RESOURCES

The Operating Budget gives the City direction in how to allocate resources, manage staffing levels and to plan and execute capital improvement projects. The City has an ambitious goal for Streets projects in FY 2018-2019.



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: June 26, 2018
AGENDA #: 6
STAFF: Bret Harmon, City Clerk, bharmon@lindsay.ca.us

POLICY ISSUES

City Charter requires the City to adopt an operating budget.

PUBLIC OUTREACH

Budget draft posted on City website

Public Hearing posted in Porterville Recorder

ATTACHMENTS

- Resolution 18-32



RESOLUTION OF THE CITY OF LINDSAY

NUMBER 18-32

TITLE **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY APPROVING THE FISCAL YEAR OPERATING BUDGET AND FIVE-YEAR CAPITAL IMPROVEMENT PLAN FOR 2018-2019.**

WHEREAS, the City Manager of the City of Lindsay has presented to the Lindsay City Council, a Budget of anticipated receipts and expenditures for the Fiscal Year beginning July 1, 2018 and ending June 30, 2019; and

WHEREAS, said presentation includes requested appropriations in the amount of **\$12,651,214** of which **\$5,206,241** is specific to the General Fund and **\$7,444,973** to non-General Fund divided in aggregate as **\$1,550,000** reserved for Debt Service and unfunded liability for CalPERS, **\$4,561,600** designated for Capital Improvement Projects and **\$6,539,614** designated as Operations.

WHEREAS, after a duly held public hearing and careful consideration thereon, the Lindsay City Council made detailed review and adjustments thereto and finds and determines that said budget is necessary and, in all respects proper; and

WHEREAS, it is mandated that the City Council authorization of the adopted budget shall be for the City as a whole and that a change to appropriation in total shall be subject to approval of the Council and;

WHEREAS, it is hereby declared that, in addition to the City Council's level of authority, there is a need for a level of administrative authority over the adopted budget. Therefore, the City Manager/Acting City Manager shall have the administrative authority to approve appropriation transfers between expenditure line-item accounts as long as the funding source for the line-item from which the appropriation is being transferred is a legal funding source for the new anticipated use.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LINDSAY DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council of the City of Lindsay approves and adopts the Fiscal Year 2018-2019 Operating Budget for the City of Lindsay, as finally presented this date.



RESOLUTION OF THE CITY OF LINDSAY

PASSED AND ADOPTED by the City Council of the City of Lindsay as follows:

MEETING DATE	June 26, 2018
MOTION	
2 nd MOTION	
AYES	
ABSENT	
ABSTAIN	
NAYS	

CERTIFICATION OF THE FOREGOING RESOLUTION AS FULL, TRUE, PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LINDSAY AS DETAILED.

Bret Harmon, City Clerk

Pamela Kimball, Mayor



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: June 26, 2018
AGENDA #: 7
STAFF: Bret Harmon, Director of Finance, bharmon@lindsay.ca.us

AGENDA ITEM

TITLE	Resolution 18-31: Resolution Calling City Election for Voter Approval of Commercial Cannabis Business Tax; add Chapter 5.32 to the Lindsay Municipal Code; and Specifications of the Election Order.
ACTION	Approve Resolution 18-31
PURPOSE	Statutory Requirement

RECOMMENDATION

Staff respectfully recommends the City Council approve Resolution 18-31 calling City election for voter approval of commercial cannabis business tax and adding to the Municipal Code.

BACKGROUND | ANALYSIS

Currently, the City of Lindsay prohibits all commercial cannabis business. The City Council has deliberated about whether to change the Municipal Code to allow for non-retail commercial business activities and to establish the range of taxation for those non-retail commercial business activities. The Council decided to pursue a tax measure and to change the Municipal Code accordingly. The process includes approving Resolution 18-31 to call for an election, to add Chapter 5.32 to the Municipal Code and to specify the election order.

If passed, the tax measure will set the maximum tax rates the City can apply to non-retail commercial cannabis businesses. The maximum tax per square foot is \$25. The maximum gross receipts tax will be 10%. The City Council will set or adjust the specific tax rates by resolution. The tax rate per square foot will apply to growing cannabis. The gross receipts tax will apply to all other stages of manufacturing, testing, etc. before the retail stage, with retail not being legal in Lindsay. Resolution 18-31 prepares the way for Ordinance 567 to establish the tax rates.

The process to place the measure on the November 2018 ballot requires the City to establish the election order. Resolution 18-31 establishes the process.



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: June 26, 2018
AGENDA #: 7
STAFF: Bret Harmon, Director of Finance, bharmon@lindsay.ca.us

IMPACT

If voters approve a tax measure and non-retail commercial cannabis businesses decide to locate in Lindsay, then the City receive tax revenue from the businesses. The tax revenue is difficult to estimate at this point, as the potential growing square footage and other businesses in the wholesale chain is uncertain. The estimate the City will include in the tax measure question will range from \$500,000 to \$3,500,000 annually. These revenues will come at additional cost for public safety and other negative impacts on the community.

IMPACT

This Resolution changes the City's current policy related to non-retail commercial cannabis businesses if the voters approve the tax measure.

ALTERNATIVES

- The City Council could reject Resolution 18-31 and Ordinance 567.

PUBLIC OUTREACH

The City noticed this resolution in this agenda packet and at through Public Notice in the Porterville Recorder 10 days prior to the public hearing for 1st reading of Ordinance 567.

ATTACHMENTS

- Resolution 18-31

**BEFORE THE CITY COUNCIL OF THE
CITY OF LINDSAY**

**IN THE MATTER OF:
Resolution Calling City Election for Voter
Approval of Commercial Cannabis Business
Tax; add Chapter 5.32 to the Lindsay
Municipal Code; and Specifications of the
Election Order.**

RESOLUTION 18-31

WHEREAS, approval of an excise tax on cannabis business ensures that the City of Lindsay (“City”) has more local funding for vital City services which cannot be taken by the State, ensuring our tax dollars are spent locally for the benefit of residents of Lindsay;

WHEREAS, when a City seeks voter approval of a new local excise tax, Article XIII C § 2(b) of the California Constitution requires the election to be consolidated with the general municipal election for City Council members, except in cases in which a City Council has unanimously declared that there is a fiscal emergency;

WHEREAS, in recent years the City has experienced insufficient growth in sales tax revenues and other State revenues while the scope and cost of providing essential City services has increased;

WHEREAS, projected deficits in the General Fund and other operating funds threatens a reduction in staffing and services in all departments including public safety personnel and other essential City services potentially placing Lindsay residents at risk in emergency situations;

WHEREAS, the City’s expenditure trends, and reduction of federal funding of public safety positions, point to a potential deficit in the General Fund and/or other operating funds in the upcoming fiscal years which will limit the City’s ability to meet public safety standards, fund recreational programs and facilities, maintain and improve parks, repair and improve streets, and provide other general and essential services;

WHEREAS, the City Council received information during the budget review process for the last couple of years which demonstrated that the City will be operating at a significant General Fund and/or other operating fund deficits commencing in fiscal year 2017 and said deficit is estimated to continue in current and subsequent fiscal years even with significant cuts to expenditures;

WHEREAS, on November 8, 2016, the voters of California adopted Proposition 64 which legalized the use of cannabis for adult use and established maximum cultivation allowance of six (6) plants for personal use. The “Control, Regulate and Tax Adult Use of Marijuana Act,” approved by the State’s voters, allows for local control of adult use cannabis land uses, and reasonable regulation of personal cultivation of up to six (6) plants within a residence;

WHEREAS, the City Council published a notice of a public hearing, to be held on June 26, 2018 to consider seeking voter approval of a proposed commercial cannabis business tax as authorized by California Government Code § 37100.5;

WHEREAS, the statutory deadline to authorize submittal of said commercial cannabis business tax measure to the County of Tulare’s elections office is scheduled to expire on or about July 9, 2018 for the November 6, 2018 regular election date and the County’s administrative deadline for submittal of relevant documentation is July 9, 2018;

WHEREAS, the new business tax would be imposed on commercial cannabis businesses. The tax rate would be up to \$25 per square foot of commercial cannabis business area or ten percent (10%) of annual gross receipts per fiscal year as set by Council by resolution. The business tax revenue would be collected by city clerk, or other city official charged by the city manager with the administration of the provisions of Chapter 5.32 of the Lindsay Municipal Code. Collection of all or any portion of the tax could be temporarily suspended by a unanimous vote of the City Council. The tax would require approval of at least a majority of voters voting on the measure and approval of this resolution by at least two-thirds vote of all members of the City Council;

WHEREAS, based upon all of the information presented to the City Council as of the date of this resolution, both written and oral, including the staff reports, minutes and other relevant materials, the commercial cannabis business tax does not constitute a project under CEQA Guidelines 15060(c)(2), 15061(b)(3) and 15378(b)(2) and (4) and therefore review under CEQA is not required; and

WHEREAS, on June 26, 2018, the City Council opened and held a public hearing to consider placing a commercial cannabis business tax ordinance before the voters of the City of Lindsay at an election to be held on **November 6, 2018**.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL:

FOUND the foregoing recitals to be true and ORDERED that an election be held within the City of Lindsay on the 6th day of November, 2018, for the purpose of submitting to all voters within the City a ballot measure with the following specifications:

1. Pursuant to the California Constitution, Article XIIC, § 2(b), Government Code § 53724 and Elections Code § 9222, the City Council of the City of Lindsay hereby calls and orders an election at which it shall submit to the qualified voters of the

City, a measure relating to the adoption of a commercial cannabis business tax. This measure shall be designated by letter by the Tulare County elections official or other qualified official.

2. The ordinance imposing a commercial cannabis business tax to be approved and adopted by the voters is set forth in **EXHIBIT “A”** hereto and incorporated by this reference. The City Council hereby approves said ordinance, the form thereof, and its submission to the voters of the City at an election to be held on **November 6, 2018**, as required by state law, subject to the approval of a majority of the voters voting on the measure at the election called by the adoption of the instant resolution. The ordinance enacts a commercial cannabis business tax up to \$25 per square foot of commercial cannabis business area or up to ten percent (10%) of annual gross receipts per fiscal year. The exact amount of the tax and the methodology of calculation shall be set by the City Council by resolution but shall not exceed the maximums approved by the voters. Council may lower and raise the tax rate without voter approval, subject to the maximum rates approved by the voters. Tax rates for cannabis license types may vary in rate and methodology between license types, but shall be consistent for all holders of a particular license.

3. In accordance with Elections Code § 12111 and Government Code § 6061, the City Clerk is hereby authorized and directed to cause notice of the measure to be published once in a newspaper of general circulation, printed, published and circulated in the City of Lindsay and hereby designated for that purpose by the City Council of the City of Lindsay. The City Clerk may enlist the assistance of the County of Tulare elections office to prepare and publish the required notice.

4. Pursuant to the requirements of the laws of the State of California relating to cities within said State, the following proposed measure ballot label shall be added to the ballot for the **November 6, 2018**, election and thereby submitted to the voters of the City:

<p>Shall an ordinance be adopted authorizing a commercial cannabis business tax in the City of Lindsay on commercial cannabis businesses up to \$25 per square foot (annually adjusted by CPI) or up to 10% of gross receipts, as set by City Council, to maintain essential public safety and general City services including, but not limited to, police, drug addiction and gang prevention, park maintenance, street maintenance for Lindsay residents, generating undetermined revenue, potentially up to \$500,000 to \$3.5 million until repealed?</p>	<p>Yes <input type="checkbox"/></p> <hr style="width: 100%;"/> <p>No <input type="checkbox"/></p> <hr style="width: 100%;"/>
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5. The full text of the ballot label appearing in the preceding section shall be printed in the sample and final ballots but the full text of Ordinance No. 567 shall not be

printed in the sample and final ballots and voter information guide. In compliance with Elections Code § 9223, the City Clerk shall promptly print, certify and post in the Office of the City Clerk and on the City's website, a copy of Ordinance No. 567 and the ballot label appearing in the preceding section, and shall provide a copy of them to any City voter upon request and free of charge.

6. The official ballot to be used at said election shall conform to the laws of the State of California with relation thereto.
7. The City Council hereby requests and consents to the County of Tulare elections official's consolidation of this election with other elections, if any, which may be held in whole or in part of the territory of the City, as provided in Elections Code §§ 10400 *et seq.*, on November 6, 2018, for the ease and convenience of the registered voters and to take advantage of any cost savings possible by such consolidation.
8. The City Clerk may enlist the assistance of the County of Tulare elections official in regard to the said consolidated general municipal election, as the City Clerk deems reasonably necessary or convenient.
9. The City will reimburse the County of Tulare for the actual cost incurred by the county elections official in conducting the municipal election upon receipt of a bill stating the amount due as determined by the elections official in accordance with all applicable laws. The City Manager is authorized to sign an appropriate written agreement between the City and the County of Tulare for that purpose, following review and approval as to form by the City Attorney.
10. The election shall be held and conducted as provided by law for holding municipal elections.
11. The notice of the time and place of holding the election is given and the City Clerk is directed to give further or additional notice of the election in the time, form and manner as required by law. The City Clerk may enlist the assistance of the County of Tulare elections office in regard to the same.
12. The City Clerk is hereby directed to submit to the City Attorney a certified copy of the measure pursuant to Elections Code § 9280. The City Attorney is hereby authorized and directed to prepare an impartial analysis of the ballot measure showing the effect of the measure on the existing law and operation of the measure, said analysis to be submitted by the City Attorney to the County of Tulare elections office, or other appropriate office, for printing by the date set by the County of Tulare elections official for the filing of arguments for and against the measure. The analysis shall not exceed five hundred (500) words in length and shall otherwise comply in all respects with the applicable provisions of the Elections Code.

13. In accordance with the provisions of the Elections Code §§ 9290 *et seq.*, the Mayor or Vice-Mayor or their designee from the City's staff is authorized and directed to submit an argument in support of the measure and a response to any argument in opposition to the measure.
14. The City Clerk in conjunction with the County of Tulare election official shall fix and determine a date for submission of arguments for or against said measure, and said date shall be posted in the Office of the City Clerk.
15. The election on the measure set forth in sections 2 and 4 of this resolution shall be held and conducted, the votes canvassed and the returns made, and the results ascertained and determined as provided for herein. In all particulars not prescribed in this resolution, the election shall be held as prescribed in the Elections Code of the State of California, including but not limited to Elections Code § 10262(a) pursuant to Elections Code § 10101 to the extent applicable. The Board of Supervisors of the County of Tulare or other appropriate county official is authorized to canvas the returns of that election with respect to the votes cast in the City of Lindsay and certify the results to the City Council. At the next regular meeting of the City Council occurring after the returns of the election have been canvassed and the certification of the results to the City Council, the City Council shall cause to be entered in its minutes a statement of the results of the election.
16. The City Manager is hereby authorized and directed to expend the funds necessary and convenient to pay for the City's cost of placing the measure on the election ballot.
17. The City Clerk is hereby ordered to certify to the adoption of this resolution and to file copies hereof, so certified, with the Clerk of the Board of Supervisors of the County of Tulare and with the elections official of the County of Tulare, and to enter it into the book of original resolutions.
18. Authorized the Mayor, City Manager, City Clerk and the respective city and county election officials to carry out the terms and conditions of this resolution and to take all steps reasonably necessary, proper and/or convenient and/or incidental thereto, including the signing of any updated version of this resolution which is reasonably necessary to conform to the requirements of the County of Tulare and applicable laws.

UPON MOTION OF COUNCIL MEMBER _____ , SECONDED BY COUNCIL MEMBER _____ , THE FOLLOWING WAS PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL AT AN OFFICIAL MEETING HELD ON JUNE 26, 2018 BY THE FOLLOWING VOTE:

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

ATTEST: _____
Bret Harmon, City Clerk

CLERKS CERTIFICATE

City of Lindsay }
County of Tulare } ss.
State of California }

I, Bret Harmon, City Clerk of the City of Lindsay, hereby certify that this is a full, true and correct copy of Resolution No. 18-31 duly passed by the City Council of the City of Lindsay at a regular meeting thereof held on the 26th day of June 2018, by the vote as set forth therein.

DATED: _____

ATTEST:

Bret Harmon, City Clerk



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: June 26, 2018
AGENDA #: 8
STAFF: Bret Harmon, Director of Finance, bharmon@lindsay.ca.us

AGENDA ITEM

TITLE	FIRST READING OF ORDINANCE 567: AN ORDINANCE OF THE CITY OF LINDSAY IMPOSING A BUSINESS TAX ON COMMERCIAL CANNABIS BUSINESSES
ACTION	Conduct Public Hearing of Ordinance 567's first reading
PURPOSE	Statutory Requirement

RECOMMENDATION

Staff respectfully recommends the City Council hold a public hearing and conduct the first reading of Ordinance 567 to impose a business tax on commercial cannabis businesses.

BACKGROUND | ANALYSIS

Currently, the City of Lindsay prohibits all commercial cannabis business. The City Council has deliberated about whether to allow and tax commercial cannabis business activities. The Council decided to pursue a tax measure. Ordinance 567 imposes a business tax to be effective if the measure passes.

The tax measure sets the maximum tax rates at \$25 per square foot or 10% gross receipts tax dependent on type of business. The City Council will set or adjust the specific tax rates by resolution. The tax rate per square foot will apply to growing cannabis. The gross receipts tax will apply to all other stages of manufacturing, testing, etc. before the retail stage, with retail not being legal in Lindsay. Resolution 18-31 prepares the way for Ordinance 567 to establish the tax rates.

IMPACT

This Ordinance establishes the tax rates for cannabis-related commercial businesses. If the City Council authorizes and the voting-residents pass the tax measure, then the City will receive tax revenue from these businesses once established in the City. The City will see increases in public safety costs and additional negative externalities.



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: June 26, 2018
AGENDA #: 8
STAFF: Bret Harmon, Director of Finance, bharmon@lindsay.ca.us

ALTERNATIVES

- The City Council could not adopt Ordinance 567.

PUBLIC OUTREACH

The City noticed this ordinance in this agenda packet and through a Public Notice in the Porterville Recorder 10 days prior to the public hearing for 1st reading of Ordinance 567.

ATTACHMENTS

- Ordinance 567

ORDINANCE NO. 567

AN ORDINANCE OF THE CITY OF LINDSAY IMPOSING A BUSINESS TAX ON
COMMERCIAL CANNABIS BUSINESSES

THE PEOPLE of the City of Lindsay do ordain as follows:

By adopting Resolution No. 18-31 by a vote of at least two-thirds vote of all members of the City Council, the City Council authorized placing this Ordinance before the voters of the City of Lindsay at the November 6, 2018 general election.

Section 1. PURPOSE. The provisions of this Ordinance are adopted to achieve the following purposes:

A. To impose a tax on the privilege of conducting Commercial Cannabis Businesses within the City pursuant to the “California Control, Regulate and Tax Adult Use of Marijuana Initiative” approved by the voters in November 2016 election, or other enabling legislation, notwithstanding if state law uses the term “marijuana” or “Cannabis;”

B. To impose a general tax on lawful Commercial Cannabis Businesses in accordance with the authority granted by California Government Code § 37100.5 to impose a business tax;

C. To specify the type of tax and rate of tax to be levied and the method of collection;

D. To comply with all requirements for imposition of a general tax, such tax to become operative only if submitted to the electorate and approved by a majority vote of the voters voting in an election on the issue; and

E. The provisions of this Ordinance are necessary for the safety of the public and for the preservation of essential City services for the residents of the City.

Section 2. CODE ADOPTION. Chapter 5.32 of Title 5 of the Municipal Code of the City of Lindsay is added to read in its entirety as follows:

Chapter 5.32
COMMERCIAL CANNABIS BUSINESS TAX

5.32.010: SHORT TITLE.

This chapter shall be known as the City of Lindsay Cannabis Business Tax. The City of Lindsay hereinafter shall be called “City.” This chapter shall be applicable within the incorporated territory of the city.

5.32.020: OPERATIVE DATE.

“Operative Date” refers to the first day of the first calendar quarter commencing more than one hundred ten days after the adoption of this chapter.

5.32.030: DEFINITIONS.

A. “Business” shall include all activities engaged in or caused to be engaged in within the incorporated area of the City, including any Commercial or industrial enterprise, trade, profession, occupation, vocation, calling, or livelihood, whether or not carried on for gain or profit, but shall not include the services rendered by an employee to his or her employer.

B. “Cannabis” means all parts of the plant Cannabis Sativa Linnaeus Cannabis Indica, or Cannabis Ruderalis, or any other strain or varietal of the genus Cannabis that may exist or hereafter be discovered or developed that has psychoactive or medicinal properties, whether growing or not, including the seeds thereof. “Cannabis” also means marijuana as defined by Section § 11018 of the Health and Safety Code as enacted by Chapter 1407 of the Statutes of 1972. For purposes of this section, “Cannabis” does not mean “industrial hemp” as defined by Section § 81000 of the Food and Agricultural Code or Section § 11018.5 of the Health and Safety Code. Cannabis is classified as an agricultural product separately from other agricultural crops.

C. “Cannabis Cultivation Area” means the total aggregate area(s) of Cannabis Cultivation by a Cannabis business as measured around the outermost perimeter of each separate and discrete area of Cannabis Cultivation at the dripline of the canopy expected at maturity and includes, but is not limited to, the space between plants within the Cultivation area, the exterior dimensions of garden beds, garden plots, hoop houses, green houses, and each room or area where Cannabis plants are grown, excluding non-production areas, as determined by the City Manager or his or her designee.

D. "Cannabis Nursery" means a Person who produces Cannabis clones, immature plants, and/or seeds for wholesale distribution, used specifically for the planting, propagation, and Cultivation of Cannabis. In addition, and without limiting the foregoing, “nursery” includes “nursery” as defined in California Business and Professions Code Section § 19300.5 and any successor statute, as may be adopted or amended from time to time.

E. “Canopy” means all areas occupied by any portion of a cannabis plant, inclusive of all vertical planes, whether the areas are contiguous or noncontiguous. The plant canopy need not be contained to a single parcel of land in determining the total square footage that will be subject to the tax under this Chapter. If mature plants are being cultivated using a shelving system, the surface area of each level shall be included in the total canopy calculation.

F. “City” means the City of Lindsay.

G. “City Council” means the City Council of the City of Lindsay.

H. “City Permit” means any permit issued by the City to a Person to authorize that Person to operate or engage in a Commercial Cannabis Business.

I. “Cannabis Product” means any product containing Cannabis, including, but not limited to, flowers, buds, oils, tinctures, concentrates, extractions, edibles and those products described in Section §11018.1 of the Health and Safety Code.

J. “Cannabis Production” means the processes associated with the processing, extraction, manufacturing, testing, distribution and transportation of medical and non-medical cannabis products.

K. “Collector” means the city clerk, or other city official charged by the city manager with the administration of the provisions of this chapter.

L. “Commercial Cannabis Business” means any commercial business activity relating to cannabis, including but not limited to cultivating, transporting, distributing, manufacturing, compounding, converting processing, preparing, storing, packaging, delivering, and selling (wholesale and/or retail sales) of cannabis and any ancillary products and accessories in the City, whether or not carried on for gain or profit.

M. “Cannabis Business Tax,” “Business Tax,” “Cannabis Tax” or “Cannabis Industry Tax” means the tax due pursuant to this Chapter for engaging in Commercial Cannabis Businesses.

N. “Commercial Cannabis Cultivation” means Cultivation conducted by, for, or as part of a Commercial Cannabis Cultivation Business.

O. “County” shall mean Tulare, within sphere of influence of the City.

P. “Cultivation” means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of Cannabis.

Q. “Delivery” means the commercial transfer of cannabis or cannabis products from a Commercial Cannabis Business.

R. “Distributor” or “distribution” or “distribution facility” means a person involved in the procurement, sale, and/or transport of cannabis and cannabis products between two or more cannabis businesses.

S. “Employee” means each and every Person engaged in the

operation or conduct of any business, whether as owner, member of the owner's family, partner, associate, agent, manager, or solicitor, and each and every other Person employed or working in such business for a wage, salary, commission, barter or any other form of compensation.

T. "Engaged in business" means the commencing, conducting, operating, managing, or carrying on of a Commercial Cannabis Business and the exercise of corporate or franchise powers, whether done as owner, or by means of an officer, agent, manager, employee, or otherwise.

U. "Fiscal Year" means July 1 through 30 of the following calendar year.

V. "Gross Receipts" means the total amount or compensation received or receivable from all sales; the total amount or compensation actually received or receivable for the performance of any act or service, or whatever nature it may be, for which a charge is made or credit allowed, whether or not such act or service is done as a part of or in connection with the sale of materials, goods, wares or merchandise; discounts, rents, royalties, fees, commissions, dividends and gains realized from trading in stocks or bonds, however designated. Included in "Gross Receipts" shall be all receipts, cash, credits and property of any kind or nature, without any deduction there from an account of the cost of the property sold, the cost of materials used, labor or service costs, interest paid or payable, or losses or other expenses whatsoever, except that the following shall be excluded therefrom:

1. Cash discounts where allowed and taken on sales;
2. Credit allowed on property accepted as part of the purchase price and which property may later be sold, at which time the sales price shall be included as gross receipts;
3. Any tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser;
4. Such part of the sale price of any property returned by purchasers to the seller as refunded by the seller by way of cash or credit allowances or return of refundable deposits previously included in gross receipts;
5. Receipts from investments where the holder of the investment received only interest and/or dividends, royalties, annuities and gains from the sale or exchange of stock or securities solely for a Person's own account, not derived in the ordinary course of a business;
6. Receipts derived from the occasional sale of used, obsolete or surplus trade fixtures, machinery or other equipment used by the taxpayer in the regular course of the taxpayer's business;
7. Cash value of sales, trades or transactions between departments or units of the sale business;

8. Wherever there are included within the gross receipts amounts which reflect sales for which credit is extended and such amount proved uncollectible in a subsequent year, those amounts may be excluded from the gross receipts in the year they prove to be uncollectible; provided, however, if the whole or portion of such amounts excluded as uncollectible are subsequently collected they shall be included in the amount of gross receipts for the period when they are recovered;
9. Transactions between a partnership and its partners;
10. Receipts from services or sales in transactions between affiliated corporations. An affiliated corporation is a corporation:
 - a. The voting and non-voting stock of which is owned at least eighty percent (80%) of such other corporation with which such transaction is had; or
 - b. Which owns at least eighty percent (80%) of the voting and non-voting stock of such other corporation; or
 - c. At least eighty percent (80%) of the voting and non-voting stock of which is owned by a common parent corporation which also has such ownership of the corporation with which such transaction is had.
11. Transactions between a limited liability company and its member(s), provided the limited liability company has elected to file as a Subchapter K entity under the Internal Revenue Code and that such transaction(s) shall be treated the same as between a partnership and its partner(s) as specified in Subsection 9 above;
12. Receipts of refundable deposits, except that such deposits when forfeited and taken into income of the business shall not be excluded when in excess of one dollar (\$1.00);
13. Amounts collected for others where the business is acting as an agent or trustee and to the extent that such amounts are paid to those for whom collected. These agents or trustees must provide the Finance Department with the name and addresses of the others and amounts paid to them. This exclusion shall not apply to any fees, percentages, or other payments retained by the agent or trustees.

W. “Indoor” means indoor Cultivation of cannabis using exclusively artificial lighting.

X. “Manufacturer” means a person that conducts the production, preparation, propagation, or compounding of manufactured cannabis or cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis at a fixed location that

packages or repackages cannabis or cannabis products or labels or relabels its container.

Y. “Mixed-Light” means Cultivation of cannabis using any combination of natural and supplemental artificial lighting. Greenhouses, hoop houses, hot houses and similar structures or light deprivation systems are included in this category.

Z. “Outdoor” means Cultivation of cannabis using no artificial lighting conducted in the ground or in containers outdoors with no covering. Outdoor Cultivation does not include greenhouses, hoops houses, hot houses or similar structures.

AA. “Person” means an individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, syndicate tribe or any other group or combination acting as a unit and includes the plural as well as the singular member.

BB. “Sale” means and includes any sale, exchange, or barter.

CC. “Square Foot” or “Square Footage” means the maximum amount of Cannabis Cultivation Area for Commercial Cannabis Cultivation authorized by a City permit issues to a person engaging in a Commercial Cannabis Business, or by a state license in the absence of a City permit or license, not deducting for unutilized square footage, and shall be the basis for the tax base for Cultivation.

DD. “State” means the State of California.

EE. "State License," means a State license issued pursuant to California Business & Professions Code Sections §§19300, et seq. or other applicable State law.

FF. “Testing Laboratory” means a facility, entity, or site in the state that offers or performs testing of Cannabis or “Cannabis Products” and that is both of the following:

- a. Accredited by an accrediting body that is independent from all other persons involved in the cannabis industry in the state; and
- b. Registered with the California State Department of Public Health.

GG. “Transport” means the transfer of cannabis or cannabis products from the permitted business location of one permittee or licensee to the permitted business location of another permittee or licensee, for the purposes of conducting Commercial Cannabis activity authorized pursuant to State law.

HH. “Transporter” means a person issued all required state and City permits to transport cannabis or cannabis products between permitted facilities.

5.32.040: TAX AUTHORIZATION

A Cannabis Industry Tax is hereby imposed on every Person who is engaged in a Commercial Cannabis Business in the City as prescribed herein, from and after the effective date of a City Council resolution implementing the tax. It is unlawful for any Person to transact or carry on any Commercial Cannabis Business in the City without paying, in accordance with this Chapter, the Cannabis Industry Tax imposed by this Section.

5.32.050: TAX ON COMMERCIAL CANNABIS BUSINESS

1. A. Every Person who is engaged in a Commercial Cannabis Business in the City shall pay an annual Commercial Cannabis Business tax at a rate established by resolution of the City Council which rate shall not exceed \$25 per square foot of Commercial Cannabis Business area or ten percent (10%) of annual gross receipts per fiscal year. The exact amount of the tax and the methodology of calculation shall be set by the City Council by resolution but shall not exceed the maximums approved by the voters of \$25 per square foot, or 10% of annual gross receipts. The City Council may lower and raise the tax rate without voter approval, subject to the maximum rates approved by the voters. Tax rates for various licenses may vary in rate and methodology between license types, but shall be consistent for all Persons who hold a particular type of license.

B. The taxable square footage calculation shall be determined by including all portions of the premises where the Commercial Cannabis Business operates deducting therefrom driveways, sidewalks, landscaping, vacant unused space, areas used exclusively for office space, employee break rooms, restrooms, and storage space unrelated to the Commercial Cannabis Businesses.

C. If more than one Commercial Cannabis Business operates on the premises, each Person shall be responsible for paying the tax.

5.32.060: REPORTING AND REMITTANCE OF TAX

The Commercial Cannabis Business Tax imposed by this Chapter shall be imposed on a fiscal year basis and shall be due and payable in quarterly installments as follows:

- A. Each person owning a commercial cannabis business tax shall, on or before the last day of the month following the close of each Fiscal Year quarter, prepare and submit a tax statement on the form prescribed by the Collector and remit to the Collector the tax due. The tax due shall be no less than the quarterly installment due, but the taxpayer may at any time pay the tax due for the entire fiscal year. Each Commercial Cannabis Business shall pay on or before the last day of the month following the close of each calendar quarter.

B. If the Commercial Cannabis Business tax is owed on a

Commercial Cannabis Cultivation, the square footage tax due shall be paid based on the square footage of Cultivation authorized by the City permit. The tax will not be prorated or adjusted for any reduction in the Square Footage authorized but not utilized for Cultivation. If the Cultivation begins in the middle of a fiscal year, the Collector shall prorate, in monthly increments, the amount due for the fiscal year.

C. All tax statements shall be completed on forms prescribed by the Collector.

D. Tax statements and payments for all outstanding taxes owed to the City are immediately due to the Collector upon cessation of business for any reason.

E. The Collector may, as part of administering the tax and in his or her discretion, modify the form of payment and take such other administrative actions as needed to facilitate the collection of the tax.

5.32.070: REGISTRATION.

In order that the City will have an accurate record of parties collecting the Commercial Cannabis Business Tax, prior to commencing business each Person engaged in a Commercial Cannabis Business shall register such Commercial Cannabis Business with the Collector, submitting any information deemed necessary to the Collector.

5.32.080: PAYMENTS AND COMMUNICATIONS – TIMELY REMITTANCE.

Whenever any payment, statement, report, request or other communication is due, it must be received by the Collector on or before the final due date. A postmark will not be accepted as timely remittance. If the due date falls on Saturday, Sunday or a holiday, the due date shall be the next regular business day on which the City is open to the public.

5.32.090: PAYMENT – WHEN TAXES DEEMED DELINQUENT.

Unless otherwise specifically provided under other provisions of this Chapter, the taxes required to be paid pursuant to this Chapter shall be deemed delinquent if not received by the Collector on or before the due date as specified in Section 5.32.060.

5.32.100: NOTICE NOT REQUIRED BY CITY.

The Collector is not required to send a delinquency or other notice or bill to any Person subject to the provisions of this Chapter. Failure to send such notice or bill shall not affect the validity of any tax or penalty due under the provisions of this Chapter.

5.32.110: PENALTIES AND INTEREST.

A. Any Person who fails or refuses to pay any Commercial Cannabis Business Tax required to be paid pursuant to this Chapter on or before the due date shall pay penalties and interest as follows:

1. A penalty equal to twenty-five percent (25%) of the amount of the tax, in addition to the amount of the tax, plus interest on the unpaid tax calculated from the due date of the tax at the rate of one and one-half percent (1.5%) per month;
2. If the tax remains unpaid for a period exceeding one calendar month beyond the due date, an additional penalty equal to twenty-five percent (25%) of the amount of the tax, plus interest at the rate of one and one-half percent (1.5%) per month on the unpaid tax; and
3. Interest shall be applied at the rate of one and one-half percent (1.5%) per month on the first day of the month for the full month, and will continue to accrue monthly on the tax until the balance is paid in full.

A. Whenever a check or electronic payment is submitted in payment of a Commercial Cannabis Business Tax and the payment is subsequently returned unpaid by the bank for any reason, the taxpayer will be liable for the tax amount due plus the return check fee, penalties and interest as provided for in this Section, and any other amount allowed under state law.

B. The Commercial Cannabis Business Tax due shall be that amount due and payable from the first date on which the Person was engaged in a Commercial Cannabis Business in the city, together with applicable penalties and interest calculated in accordance with Subsection (A) above.

C. Any Person whose Commercial Cannabis Business Tax is delinquent by at least sixty calendar days may be subject to revocation of the City permit associated with the subject Commercial Cannabis Business.

D. The Collector is authorized to make an assessment in the manner provided for in Section 5.32.050 of the anticipated tax liability for up to the following four quarters if any Person has failed to file one or more returns or payments, or who has filed one or more delinquent returns or payments, in any twelve (12) month period, without curing the failure or delinquency within 60 days of the original due date after written notice from Collector of the failure or delinquency.

Failure to remit the anticipated tax within 60 days of the notice of assessment shall be grounds for revocation of the City permit associated with the subject Cannabis business.

5.32.120: REFUNDS AND CREDITS.

A. No refund shall be made of any tax collected to this Chapter, except as provided in Section 5.32.130.

B. No refund of any tax collected pursuant to this Chapter shall be made because of the discontinuation, dissolution, or other termination of a business.

5.32.130: REFUNDS AND PROCEDURES.

A. Whenever the amount of any Commercial Cannabis Business Tax, penalty or interest has been overpaid, paid more than once, or has been erroneously collected or received by the City under this Chapter, it may be refunded to the claimant who paid the tax provided that a written claim for refund is filed with the Collector within one (1) year of the date the tax was originally due and payable.

B. The Collector, his or her deputies, or any other City officer charged with the administration of this Chapter shall have the right to examine and audit all the books and business records of the claimant in order to determine the eligibility of the claimant to the claimed refund. No claim for refund shall be allowed if the claimant refuses to allow such examination of claimant's books and business records after request by the Collector to do so. The Collector may collect a fee adopted by the City Council to pay for the cost of examination and audit should the books and records be provided in a form insufficient to allow the Collector to make a determination on the claim for refund.

C. In the event that the Commercial Cannabis Business Tax was erroneously paid and the error is attributable to the City, the City shall refund the amount of tax erroneously paid up to one (1) year from when the error was identified.

5.32.140: EXEMPTIONS FROM THE TAX.

A. The provisions of this Chapter shall not apply to Personal Cannabis Cultivation.

B. The provisions of this Chapter shall not apply to Personal use of Cannabis that is specifically exempted from state licensing requirements, that meets the definition of Personal use or equivalent terminology under state law, and for which the individual receives no compensation whatsoever related to that Personal use.

5.32.150: ADMINISTRATION OF THE TAX.

A. It shall be the duty of the Collector to collect the taxes, penalties and/or fees, and perform the duties required by this Chapter.

B. For purposes of administration and enforcement of this Chapter generally, the Collector may from time to time promulgate such administrative rules and procedures consistent with the purpose, intent, and express terms of this Chapter as he or she deems necessary to implement or clarify such provisions or aid in enforcement.

C. The Collector may take such administrative actions as needed to administer the tax, including but not limited to:

1. Provide to all Commercial Cannabis Business taxpayers forms for the reporting of the tax;
2. Increase tax rates in accordance with this Chapter;
3. Provide information to any taxpayer concerning the provisions of this Chapter;
4. Receive and record all taxes remitted to the City as provided in this Chapter;
5. Maintain records of taxpayer reports and taxes collected pursuant to this Chapter;
6. Assess penalties and interest to taxpayers pursuant to this Chapter; and
7. Determine amounts owed and enforce collection pursuant to this Chapter.

5.32.160: ENFORCEMENT – ACTION TO COLLECT.

A. Any taxes, penalties and/or fees required to be paid under the provisions of this Chapter shall be deemed a debt owed to the City. Any Person owing money to the City under the provisions of this Chapter shall be liable in an action brought in the name of the City for the recovery of such debt. The provisions of this Section shall not be deemed a limitation upon the right of the City to bring any other action including criminal, civil and equitable actions, based upon the failure to pay the tax, penalties and/or fees imposed by this Chapter or the failure to comply with any provisions of this Chapter.

B. In addition to any other remedies available under federal, state, or local law, if any amount required to be paid to the County under this Chapter is not paid when due, the Collector may, within three (3) years after the amount is due, record a certificate of lien specifying the amount of taxes, fees and penalties due, and the name and address of the Person as it appears on the records of the Collector. The lien shall also specify that the Collector has complied with all provisions of this Chapter in the determination of the amount required to be paid. From the time of the filing of the record, the amount required to be paid, together with penalties thereon, constitutes a lien

upon all real property in the County owned by the Person, or subsequently acquired by the Person before the lien expires. The lien has the force, effect and priority of a judgment lien and shall continue for ten (10) years from the filing of the certificate unless sooner released or otherwise discharged. A fee may be adopted by the City Council and collected by the Collector to pay for the cost of recording and administering the lien.

C. At any time within three (3) years after any Person is delinquent in the payment of any amount herein required to be paid or within three (3) years after the last recording of a certificate of lien under Subsection B of this Section, the Collector may issue a warrant for the enforcement of any liens and for the collection of any amount required to be paid to the City under this Chapter. The warrant shall be directed to the Chief of Police and shall have the same effect as a writ of execution. The warrant shall be levied and sale made pursuant to it in the same manner and with the same effect as a levy and sale pursuant to a writ of execution. The Collector may pay or advance to the Chief of Police, the same fees, commissions and expenses for service provided by law for similar services pursuant to a writ of execution. The Collector may approve the fees for publication in the newspaper.

D. At any time within three (3) years after recording a lien against any Person, if the lien is not discharged and released in full, the Collector may forthwith seize any asset or property, real or Personal (including but not limited to, bank account), of the Person and sell at public auction the asset or property, or a sufficient part of it to pay the amount due together with any penalties and interest imposed for the delinquency and any cost incurred on account of the seizure and sale. Assets or property of the Person subject to seizure and sale subject to this Chapter shall not include any assets or property which is exempt from execution under the provisions of the California Code of Civil Procedure.

5.32.170: APPORTIONMENT.

If a Commercial Cannabis Business subject to a Commercial Cannabis Business Tax is operating both within and outside the City, it is the intent of the City to apply the Commercial Cannabis Business Tax so that the measure of the tax fairly reflects the proportion of the taxed activity actually carried on in the City. For purposes of apportionment as may be required by law, the Collector may promulgate administrative procedures for apportionment in accordance with state law.

5.32.180: CONSTITUTIONALITY AND LEGALITY.

This tax is intended to be applied in a manner consistent with the United States and California Constitutions and state law. None of the tax provided for in this Chapter shall be applied in a manner that causes an undue burden upon interstate commerce, a violation of the equal protection and due

process clauses of the Constitutions of the United States or the State of California, or a violation of any other provisions of the California Constitution or state law.

5.32.190: AUDIT AND EXAMINATION OF RECORDS AND EQUIPMENT.

A. The Collector shall have the power to audit and examine all books and records of any Person engaged in Commercial Cannabis Businesses in the City, including both State and federal income tax returns, California sales tax returns, or other evidence documenting the gross receipts of Persons engaged in Commercial Cannabis Businesses, and, where necessary, all equipment of any Person engaged in Commercial Cannabis Businesses in the City, for the purpose of ascertaining the amount of Commercial Cannabis Business Tax, if any, required to be paid under this Chapter, and for the purpose of verifying any statements or any item thereof when filed by any Person pursuant to this Chapter. If such Person, after written demand by the Collector, refuses to make available for audit, examination or verification such books, records or equipment as the Collector requests, the Collector may, after full consideration of all information within his or her knowledge concerning the Commercial Cannabis Businesses and activities of the Person so refusing, make an assessment against the Commercial Cannabis Business of the taxes estimated to be due under this Chapter. The Collector may collect a fee adopted by the City Council to pay for the cost of examination and audit should the books and records be provided in a form insufficient to allow the Collector to make a determination of tax due.

B. It shall be the duty of every Person liable for the collection and payment to the City of any tax imposed by this Chapter to keep and preserve, for a period of at least three (3) years, all records as may be necessary to determine the amount of such tax as he or she may have been liable for the collection of and payment to the City, which records the Collector shall have the right to inspect at all reasonable times.

5.32.200: OTHER LICENSES, PERMITS, TAXES, FEES, OR CHARGES.

Nothing contained in this Chapter shall be deemed to repeal, amend, be in lieu of, replace, or in any way affect any requirements for any permit or license required by, under or by virtue of any provision of any other title or chapter of this code or any other Ordinance or resolution of the City, nor be deemed to repeal, amend, be in lieu of, replace or in any way affect any tax, fee or other charge imposed, assessed or required by, under or by virtue of any other title or chapter of this code or any other Ordinance or resolution by the City. Any references made or contained in any other title or chapter of this code to any licenses, license taxes, fees, or charges, or to any schedule

of license fees, shall be deemed to refer to the licenses, license taxes, fees or charges, or schedule of license fees, provided for in other titles or chapters of this code.

5.32.210: CHANGE OF OWNERSHIP.

A. If any Person, while liable for any amount under this Chapter, sells, assigns or otherwise transfers the Commercial Cannabis Business, whether voluntarily or involuntarily, the Person’s successor, assignee or other transferee, or other Person or entity obtaining ownership or control of the business (“Transferee”), shall satisfy any tax liability owed to the City associated with the business when due hereunder. Failure to do so for the benefit of the City will result in being personally liable to the City for the full amount of the unpaid tax liability, interest and penalties. The Transferee shall notify the Collector of the date of transfer at least 30 days before the transfer date; or if the agreement to sell, transfer, or otherwise dispose of the business was made less than 30 days before the date of transfer, notice shall be provided immediately upon the existence of the agreement. All Transferees are required to meet each and every condition outlined in this Ordinance and have prior written approval of the City prior to the transfer.

B. The Transferee shall be deemed to have complied with the requirement of this section to satisfy the unpaid tax liability if the Transferee complied with the requirements of California Revenue and Taxation Code Section § 7283.5 by withholding from the purchase price, for the benefit of the City, an amount sufficient to cover the tax liability, or by otherwise paying the tax liability and obtaining from the Collector a “Tax Clearance Certificate” showing that all outstanding tax liability has been paid and stating that no amount is due through the date of transfer.

C. The Collector, within 90 days of receiving a written request from the Transferee, may issue a “Tax Clearance Certificate” stating either the amount of tax liability due and owing for the business, or stating that there is no tax liability due and owing for the business through a stated date. The Collector may also request financial records from the current or former owner or operator of a Commercial Cannabis Business to audit the tax that may be due and owing. The Collector shall issue a “Tax Clearance Certificate” within 30 days of completing the audit, state the amount of the tax liability owed, if any, unless the Collector determines that the records provided in connection with the audit are insufficient to determine whether taxes are due and owed or in what amount. If the Collector determines that the records are insufficient, the Collector may rely on the facts and information available to estimate any tax liability. The Collector may issue a “Tax Clearance Certificate” stating the amount of the tax liability, if any, based on such facts and information available. Unless an appeal is filed in accordance with Section 5.32.270, the “Tax Clearance Certificate” shall

serve as conclusive evidence of the tax liability associated with the property through the date stated on the “Tax Clearance Certificate.”

5.32.220: PAYMENT OF TAXES DOES NOT AUTHORIZE UNLAWFUL BUSINESS.

A. The payment of a tax required by this Chapter, and its acceptance by the City, shall not entitle any Person to carry on any Commercial Cannabis Business unless the Person has complied with all of the requirements of this Code and all other applicable state laws.

B. No tax paid under the provisions of this Chapter shall be construed as authorizing the conduct or continuance of any illegal or unlawful business, or any business in violation of any local or state law.

5.32.230: DEFICIENCY DETERMINATIONS.

If the Collector is not satisfied that any tax return or other statement filed as required under this Chapter is correct, or that the amount of tax is correctly computed, he or she may compute and determine the amount to be paid and make a deficiency determination upon the facts contained in the tax return or statement or any information in his or her possession or that may come into his or her possession within three (3) years of the date the tax was originally due and payable, or such later date as allowable by law. One or more deficiency determinations of the amount of tax due for a period or periods may be made. When a Person discontinues engaging in a business, a deficiency determination may be made at any time within three (3) years thereafter, or such later date as allowable by law, as to any liability arising from engaging in such business whether or not a deficiency determination is issued prior to the date the tax would otherwise be due. Whenever a deficiency determination is made, a notice shall be given to the Person concerned in the same manner as notices of assessment are given under Section 5.32.250.

5.32.240: FAILURE TO REPORT.

A. Under any of the following circumstances and at any time, the Collector may make and give notice of an assessment of the amount of tax owed by a Person under this Chapter.

1. If the Person has not filed a complete return or statement required under this Chapter; or
2. If the Person has not timely paid any tax, fee, interest and/or penalty due under this Chapter; or
3. If the Person has not, after demand by the Collector, filed a corrected return or statement, or furnished to the Collector adequate substantiation of the information contained in a return or statement filed previously; or
4. If the Collector determines that the nonpayment of any business tax due under this Chapter is due to fraud, a

penalty of twenty-five percent (25%) of the amount of the tax shall be added thereto in addition to penalties and interest otherwise stated in this Chapter and any other penalties allowed by law.

B. The notice of assessment shall separately set forth the amount of any tax known by the Collector to be due or estimated by the Collector, after consideration of all information within the Collector's knowledge concerning the business and activities of the Person assessed, to be due under each applicable section of this Chapter, and shall include the amount of any penalties or interest accrued on each amount to the date of the notice of assessment.

5.32.250: TAX ASSESSMENT – NOTICE REQUIREMENTS.

The notice of assessment shall be served upon the Person either by personal delivery, or by a deposit of the notice in the United States mail, postage prepaid thereon, addressed to the Person at the address of the location of the business or to such other address as he, she or it shall register with the Collector for the purpose of receiving notices provided under this Chapter, or, should the Person have no address registered with the Collector for such purpose, then to such Person's last known address. For the purposes of this Section, a service by mail is complete at the time of deposit in the United States mail.

5.32.260: TAX ASSESSMENT – HEARING, APPLICATION, AND DETERMINATION.

Within ten (10) calendar days from the date of service, the Person may apply in writing to the Collector for a hearing on the assessment. If application for a hearing before the City is not made within the time here prescribed, the tax assessed by the Collector shall become final and conclusive. Within thirty (30) business days of the receipt of any such application for hearing, the Collector shall cause the matter to be set for hearing before him or her not later than thirty-five (35) business days after the receipt of the application, unless a later date is agreed to by the Collector and the Person requesting the hearing. Notice of such hearing shall be given by the Collector to the Person requesting such hearing not later than five (5) business days prior to such hearing. At such hearing said applicant may appear and offer evidence why the assessment as made by the Collector should not be confirmed and fixed as the tax due. After such hearing, the Collector shall determine and reassess the proper tax to be charged and shall give written notice to the Person in the manner prescribed in Section 5.32.250 for giving notice of assessment. The amount determined to be due shall be payable after thirty (30) calendar days of written notice unless it is appealed to the City Council.

5.32.270: APPEAL PROCEDURE.

Any taxpayer aggrieved by any decision of the Collector with respect to the

amount of tax, fee, interest and penalties, if any, due under this Chapter may appeal to the City Manager by filing a written appeal with the Clerk of the Lindsay City Council within fifteen (15) calendar days of the mailing of the decision or determination. The Clerk shall schedule the appeal and give fifteen (15) days written notice to the appellant of the time and place of hearing by serving the notice Personally or by depositing in the United States Post Office in the City, postage prepaid, addressed as shown on the appeal papers or, if none, such other address as is known to the City or, absent any address, by publication in a newspaper of general circulation in the City. The City Manager shall have authority to determine all questions raised on such appeal. No such determination shall conflict with any substantive provision of this Chapter.

5.32.280: CONVICTION FOR CHAPTER VIOLATION – TAXES NOT WAIVED.

The conviction and punishment of any Person for failure to pay a required tax, fee, penalty and/or interest under this Chapter shall not excuse or exempt such Person from any civil action for the amounts due under this Chapter. No civil action shall prevent a criminal prosecution for any violation of the provisions of this Chapter or of any State law requiring the payment of all taxes.

5.32.290: VIOLATION DEEMED MISDEMEANOR.

Any Person who violates any provision of this Chapter or who other than by a sworn statement, knowingly or intentionally misrepresents to any officer or employee of the City any material fact herein required to be provided is guilty of a misdemeanor punishable as provided in Section 1.12.010 of this Code. A Person who on a sworn statement states as true a material fact that he or she knows to be false is guilty of perjury.

5.32.300: REMEDIES CUMULATIVE.

All remedies prescribed under this Chapter shall be cumulative and the use of one or more remedies by the City shall not bar the use of any other remedy for the purpose of enforcing the provisions hereof.

5.32.310: AMENDMENT OR REPEAL.

This Chapter may be repealed or amended by Ordinance of the Lindsay City Council without a vote of the People except that, as required by Article XIIC of the California Constitution, voter approval is required for any amendment that would increase the rate of any tax levied pursuant to this Chapter above the maximum rates established by this Chapter. The people of the City of Lindsay affirm that the following actions shall not constitute an increase of the rate of a tax:

- A. The restoration of the rate of the tax to a rate that is no higher than that set by this Chapter, if the City Council has acted to reduce the rate of the tax;

- B. An action that interprets or clarifies the methodology of the tax, or any definition applicable to the tax, so long as interpretation or clarification (even if contrary to some prior interpretation or clarification) is not inconsistent with the language of this Chapter; or
- C. The collection of the tax imposed by this Chapter, even if the City had, for some period of time, failed to collect the tax; or
- D. The establishment of a class of Persons that is exempt or excepted from the tax or the discontinuation of any such exemption or exception (other than the discontinuation of an exemption or exception specifically set forth in this Chapter); or
- E. The City Council's adoption of an Ordinance, as authorized by Section 5.32.040, to raise the tax rate provided that the rate is not increased to a rate higher than the maximums established herein.

5.32.320: SUSPENSION OF COLLECTION.

The City Council shall have authority to temporarily suspend collection of the tax imposed by this chapter by resolution unanimously approved by all members of the entire City Council, subject to the restrictions in the City agreement with the State Board of Equalization. However, the authority to levy the tax imposed by this chapter shall not expire or otherwise terminate, unless terminated by a duly enacted Ordinance which is approved at a regular meeting of, and by unanimous vote of all of the seats on, the City Council.

Section 3. CEQA REVIEW. The City Council hereby finds that this Ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines 15060(c)(2), 15061(b)(3) and 15378(b)(2) and (4). The City Manager is hereby directed to ensure that a *Notice of Exemption* is filed pursuant to CEQA Guidelines Section § 15062 [14 C.C.R. § 15062].

Section 4. NO LIABILITY. The provisions of this Ordinance shall not in any way be construed as imposing any duty of care, liability or responsibility for damage to Person or property upon the City of Lindsay, or any official, employee or agent thereof.

Section 5. PENDING ACTIONS. Nothing in this Ordinance or in the codes hereby adopted shall be construed to affect any suit or proceeding pending or impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or Ordinance or code repealed by this Ordinance, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.

Section 6. SEVERABILITY. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any Person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other Person or circumstance. The City Council of the City of Lindsay hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

Section 7. CONSTRUCTION. The City Council intends this Ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this Ordinance shall be construed in light of that intent. To the extent the provisions of the Lindsay Municipal Code as amended by this Ordinance, if any, are substantially the same as provisions in the Lindsay Municipal Code existing prior to the effectiveness of this Ordinance, then those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

Section 7. EFFECTIVE DATE. Pursuant to Elections Code § 9217, this Ordinance shall be deemed adopted on the date when the final vote is declared by the City Council and this Ordinance shall go into effect ten (10) days after that date, contingent upon approval by a majority of the voters voting on the measure in the November 6, 2018 election.

Section 8. CERTIFICATION; PUBLICATION. Upon approval by the voters, the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause it to be published according to law.

THE FOREGOING ORDINANCE was approved by the City Council of the City of Lindsay, State of California, on _____ at a regular meeting of said Council duly and regularly convened on said day by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Pamela Kimball, Mayor

ATTEST:

Bret Harmon, City Clerk