



LINDSAY CITY COUNCIL MEETING: REGULAR MEETING

251 E. Honolulu St., Lindsay, CA 93247
Tuesday, November 13, 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 Cortes
Invocation	Steve Slagle, Lindsay United Methodist Church

ITEM 1 COUNCIL REORGANIZATION

Details Presented by Mayor, Pamela Kimball

ITEM 2 PUBLIC COMMENT

Details 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.

ITEM 3 CITY COUNCIL REPORTS

Details Council Members report on events, activities or matters

ITEM 4 LHS STUDENT REPORT – IRELAND MCCALL

Details Student reports on recent, current or upcoming events, activities or matters related to the High School

ITEM 5 CONSENT CALENDAR

Details These are routine items. Agenda Pages 1-64

1. Approve City Council Meeting Minutes for October 23, 2018
2. Accept Warrant List for November 5, 2018
3. Accept Treasurer's Report for October 2018
4. Resolution 18-47 Authorizing MuniServices to audit Measure O transaction and use tax records
5. Resolution 18-48 Consolidating Bank Accounts at the Bank of the Sierra
6. Resolution 18-49 - 2019 Unreleased Restoration Flow Agreement 19-WC-20-5342
7. Resolution 18-50 - 2010 FEMA DR-1952 Public Assistance (PA) Project Closeout
8. Letter of Opposition: Implementation of Section 621(a)(1) of the Cable Communications Policy Act of 1984 as Amended by the Cable Television Consumer Protection and Competition Act of 1992
9. Agreement for City Planning Services Between The City of Lindsay and Quad Knopf, Inc. dba QK

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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ITEM 6	PUBLIC HEARING – S.L.E.S.F. Grant Award and Resolution 18-46
Details	Presented by Lieutenant Nave Agenda Pages 65-69
ITEM 7	PRESENTATION: WRAP-UP ON FIRE TRUCK & GRAND OPENING
Details	Presented by Wellness Center/Aquatics/Recreation Supervisor, Lisa Davis
ITEM 8	FUTURE AGENDA ITEMS
Details	City Council Members request items for future agenda items.
ITEM 9	EXECUTIVE SESSION
Details	<ol style="list-style-type: none">1. Conference with Legal Counsel Initiation of Litigation GC§54956.9(c) 1 case2. Conference with Labor Negotiators GC§54957.6 1 case Unrepresented Employee: Director of Finance, Bret Harmon
ITEM 10	ADJOURN
Details	Council adjourns meeting. The next Regular City Council meeting will be held at 251 E. Honolulu Street, Lindsay at 6:00PM on November 27, 2018.

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Call to Order	6:00PM
Roll Call	Council Members Velasquez, Watson, Cortes, Mayor Pro Tem Salinas & Mayor Kimball
Pledge	Council Member Watson
Invocation	None

ITEM 1 PUBLIC COMMENT

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SPEAKER	COMMENTS
None	

ITEM 2 CITY COUNCIL REPORTS

Details Council Members report on events, activities or matters

SPEAKER	COMMENTS
Velasquez	Attended the health fair. Participated in the candidate forum.
Watson	Went to ground water board meeting with Mr. Camarena who was well-equipped to understand the technical information at the meeting. Our GSA has spent \$175,000 for engineering and administration to meet mandates this year.
Cortes	Attended the ad-hoc committee for the sports complex grand opening. Gave Lisa (Davis) some direction regarding the celebration. Attended the El Quinto Sol's celebration.
Salinas	Commended staff on cleaning up the palm trees downtown. Night and day difference. Recognize the talent in City Services. Grand opening for Velasquez paint and body behind Tony's Pizza on Saturday from 12:00 to 3:00.
Kimball	Attended the TCAG meeting at the Wellness Center last week. TCAG did approve the Lindsay and Strathmore transit station study. Appear to be committed to helping find funding. Events at the Lindsay Museum this Sunday.

ITEM 3 LHS STUDENT REPORT – IRELAND MCCALL

Details Student reports on recent, current or upcoming events, activities or matters related to the High School

SPEAKER	COMMENTS
Ireland	This week is the rivalry week with Strathmore High School and Lindsay High School, full of many spirit events. Reviewed the many events coming up at the high school and in the valley.

ITEM 4 STAFF REPORTS

Details City Manager or designee reports on events, activities or matters

SPEAKER	COMMENTS
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Zigler Reviewed many free upcoming events in the community. Santa Night will be December 14. City has ordered the LED lights for the city park, expecting in early November. Investigating the possibility of adding lights to the Olive Bowl. Water plant is working well. Shared information about the community cleanup project. Temporary lighting is soccer practice area is working effectively. City Hall will be closed for Thanksgiving (11/22-23) and Christmas (12/24-25).

ITEM 5 CONSENT CALENDAR

Details	These are routine items. Agenda Pages 01-12
	<ol style="list-style-type: none"> 1. Approve City Council Meeting Minutes for October 9, 2018 2. Accept Warrant List for October 16, 2018 3. Temporary Use Permit 18-30 Rib Cook-Off Street Closure 4. Temporary Use Permit 18-31 Orange Bar Alley Closure in Support of Rib Cookoff

SPEAKER COMMENTS

Motion: Approve

1 st	2 nd	Velasquez	Watson	Cortes	Salinas	Kimball	Result
Velasquez	Cortes						Approved 5-0

ITEM 6 CONTINUATION OF PUBLIC HEARING TO CONSIDER TWO ENERGY SERVICES AGREEMENTS WITH CLIMATEC, LLC AND TO APPLY FOR FINANCING THROUGH IBANK

Details	Presented by Director of Finance, Bret Harmon	Agenda Pages 13-21
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SPEAKER COMMENTS

Harmon	Presented the staff report and explained the City’s need to postpone a decision until it knows what will happen with a potential Prop 218 adjustments of utility fees.
Watson	Asked when a Prop 218 might happen.
Harmon	Dependent on Council decisions. Expect 1 st Quarter 2019.

Motion: Table discussion

1 st	2 nd	Velasquez	Watson	Cortes	Salinas	Kimball	Result
Velasquez	Watson	Yes	Yes	Yes	Yes	Yes	Approved 5-0

ITEM 7 DISCUSSION: BANNER ADVERTISING AT AQUATIC CENTER

Details	Presented by Wellness/Aquatics/Recreation Supervisor, Lisa Davis	Agenda Pages 22-23
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SPEAKER COMMENTS

Lisa Davis	Discussed the cost of running a pool at the Wellness Center. Presented ideas for advertising space at the Wellness Center. There are 92 spots available for advertising spots facing the pool and more facing the park or Ono City. Asked Council for support for advertising.
Watson	Asked about a package for multiple banners.
Lisa	Recognized multiple banners as a good idea she will incorporate into the options. Companies will have the option to pay the Wellness Center to help design the



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- banners if they do not have their own already. Membership is now at about 400. The new soccer fields will have many people coming to the community, so banners facing the sports complex will have strong visibility.
- Velasquez Asked about opening the area under the Mezzanine for leasing as gazebos as long as staff could block access to the pool area.
- Salinas Suggested a discounted rate for the yearlong advertising.
- Cortes Discussed space at the sports complex.

Motion: Support Advertising Plan.

1 st	2 nd	Velasquez	Watson	Cortes	Salinas	Kimball	Result
Watson	Cortes						Approved 5-0

ITEM 8 STREETS PROJECT ORDER OF PRIORITY – AUTHORIZE STAFF TO BID IN 2019

Details Presented by Director of City Services, Mike Camarena Agenda Pages 24-26

SPEAKER COMMENTS

- Camarena All council member’s homes are more than 500 feet away from each of these streets. Reviewed the locations found in the staff report, which Council identified previously. The purpose tonight is for Council to prioritize the projects and approve staff to go forward in 2019. Reviewed the Cape Seal project of the downtown streets.
- Salinas Asked about sealing the Honolulu street instead of cape seal.
- Camarena There is cracking on Honolulu, so a cape seal protects the street.
- Velasquez Reviewed the difference cape seal and rehabilitation. Rehabilitation involves milling the existing asphalt and making a new structure.
- Salinas Recused himself during discussion on Hermosa due to property he owns on Hermosa.
- Kimball Asked about cost saving through doing like projects simultaneously.
- Camarena Cape sealing is priced by the square yard. Also identified a need to reserve \$50,000 for an alley project and \$100,000 for street sealing projects above the \$1,750,000 identified for the nine projects this evening.
- Velasquez No stated priority. Important to calendar the projects downtown for convenient times around school and Friday Night Market events.
- Camarena Some timing issues for weather consideration and vendors.
- Zigler Recommended Council prioritize the list and then give direction to make sure it is appropriate timing.
- Camarena The Cape Sealing (all of it) will take about two weeks. With adequate lead-time, the projects will go smoothly.
- Salinas Recused himself during Council final discussion, motion and voting.

Motion: Approve the list of projects and direct staff to prioritize based on weather and economies of scale.

1 st	2 nd	Velasquez	Watson	Cortes	Salinas	Kimball	Result
Velasquez	Cortes	Yes	Yes	Yes	Recused	Yes	Approved 4-0

ITEM 9 UPDATE LINDSAY SPORTS COMPLEX AND FIRE TRUCK DEDICATION



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Details Presented by AD HOC Committee, Mayor Pro-Tem Salinas & Councilmember Cortez

SPEAKER COMMENTS

Salinas & Cortez December 8 at 8:00AM to noon – The fire truck will lead the parade to the Lindsay Sports Complex. Will have a free soccer clinic for the children. Council would like a big ribbon and large flag to hang from the extended ladder on the fire truck. Lisa is working on coordinating special soccer guests, donations, etc. Salinas will be there grilling hot dogs. It will be a great City event.

ITEM 10 FUTURE AGENDA ITEMS

Details City Council Members request items for future agenda items.

SPEAKER COMMENTS

None

ITEM 11 EXECUTIVE SESSION

Details NONE

ITEM 12 ADJOURN

Details Council adjourns meeting. The next Regular City Council meeting will be held at 251 E. Honolulu Street, Lindsay at 6:00PM on November 13, 2018.

Motion: Adjourn

1 st	2 nd	Velasquez	Watson	Cortez	Salinas	Kimball	Result
Velasquez	Cortez						Approved 5-0

ATTEST:

CITY COUNCIL OF THE CITY OF LINDSAY

 Bret Harmon, City Clerk

 Mayor

FUND	Check #	Date	Vendor #	Vendor Name	Description	Amount
TOTAL						\$ 270,161.78
101 - GENERAL FUND	93164	10/19/2018	4259	AAA TRUCK SERVICE I	*Multiple*	4,412.11
101 - GENERAL FUND	93165	10/19/2018	2873	ADVANTAGE ANSWERING	10/1/18-10/31/18	142.69
101 - GENERAL FUND	93166	10/19/2018	007	AG IRRIGATION SALES	*Multiple*	817.54
101 - GENERAL FUND	93167	10/19/2018	400	AGRI-HOME	ECHO TRIMMER REPAIR	35.00
101 - GENERAL FUND	93169	10/19/2018	3428	AT&T MOBILITY	9/16/2018	93.37
101 - GENERAL FUND	93170	10/19/2018	5381	AWAKE SKATE SHOP	*Multiple*	129.90
101 - GENERAL FUND	93172	10/19/2018	1979	CALIFORNIA BUILDING	SB1473 JULY-SEP2018	96.30
101 - GENERAL FUND	93173	10/19/2018	2872	CHIEF SUPPLY	DYNAREX SHARPS SHAF	99.49
101 - GENERAL FUND	93176	10/19/2018	5832	CINTAS CORPORATION	*Multiple*	1,737.55
101 - GENERAL FUND	93178	10/19/2018	5741	CUMMINS PACIFIC	*Multiple*	2,676.87
101 - GENERAL FUND	93179	10/19/2018	111	DEPT OF CONSERVATIO	*Multiple*	226.81
101 - GENERAL FUND	93181	10/19/2018	119	DOUG DELEO WELDING	*Multiple*	622.80
101 - GENERAL FUND	93184	10/19/2018	6010	FRONTIER COMMUNICAT	*Multiple*	1,169.38
101 - GENERAL FUND	93186	10/19/2018	148	GOMEZ AUTO & SMOG	*Multiple*	1,904.04
101 - GENERAL FUND	93189	10/19/2018	6322	L. WHITE COMPANY	31 PLAN REVIEW	2,080.00
101 - GENERAL FUND	93190	10/19/2018	4956	LAWRENCE TRACTOR CO	*Multiple*	270.43
101 - GENERAL FUND	93192	10/19/2018	4067	LINCOLN NAT'L INSUR	DENTAL PLAN NOV201	2,258.84
101 - GENERAL FUND	93194	10/19/2018	1422	LINDSAY TRUE VALUE	*Multiple*	921.52
101 - GENERAL FUND	93197	10/19/2018	234	MARTIN'S TIRE & AUT	*Multiple*	1,495.61
101 - GENERAL FUND	93199	10/19/2018	6338	PANNA	EL QUINTO SOL TABLI	250.00
101 - GENERAL FUND	93200	10/19/2018	272	PITNEY BOWES INC.	POSTAGE	2,000.00
101 - GENERAL FUND	93201	10/19/2018	276	PORTERVILLE RECORDE	COUNCIL NOMINESS P/	77.56
101 - GENERAL FUND	93204	10/19/2018	285	QUILL CORPORATION	*Multiple*	467.25
101 - GENERAL FUND	93205	10/19/2018	5356	RAY MORGAN COMPANY	*Multiple*	1,574.44
101 - GENERAL FUND	93206	10/19/2018	6339	REDMAN HOMES	ARBOR DEPOSIT REFUN	100.00
101 - GENERAL FUND	93207	10/19/2018	3622	RLH FIRE PROTECTION	BACKFLOW-MCDERMONT	2,200.00
101 - GENERAL FUND	93209	10/19/2018	5314	SHRED-IT USA LLC	SHRED SERVICE	180.06
101 - GENERAL FUND	93210	10/19/2018	5624	SIERRA SANITATION,		173.88
101 - GENERAL FUND	93211	10/19/2018	310	SOUTHERN CA. EDISON	*Multiple*	33,761.75
101 - GENERAL FUND	93212	10/19/2018	6146	SUPERION, LLC	*Multiple*	3,370.34
101 - GENERAL FUND	93213	10/19/2018	4585	T & T PAVEMENT MARK	YELLOW,RED PAINT	2,266.57
101 - GENERAL FUND	93214	10/19/2018	5755	TELEPACIFIC COMMUNI	*Multiple*	4,101.79
101 - GENERAL FUND	93215	10/19/2018	5792	THOMSON REUTERS - W	9/1/18-9/30/18	243.78
101 - GENERAL FUND	93216	10/19/2018	6340	TOMASA MARQUIZ	ARBOR DEPOSIT REFUN	100.00
101 - GENERAL FUND	93217	10/19/2018	3152	TUL.CO.JAIL IND.ENG	1 SHADOW BOX	43.10
101 - GENERAL FUND	93218	10/19/2018	5747	UNITED STAFFING	*Multiple*	2,471.67
101 - GENERAL FUND	93221	10/19/2018	4865	VALLEY ELECTRICAL S	MCD EMERG LT FX	263.99
101 - GENERAL FUND	93222	10/19/2018	1041	VERIZON WIRELESS	*Multiple*	109.04
101 - GENERAL FUND	93223	10/19/2018	368	VOLLMER EXCAVATION,	*Multiple*	1,145.84
101 - GENERAL FUND	93315	11/5/2018	4924	ASI ADMINISTRATIVE	SEPT-COBRA ADMIN	35.00
101 - GENERAL FUND	93316	11/5/2018	3428	AT&T MOBILITY	333-6136	93.63
101 - GENERAL FUND	93320	11/5/2018	5457	AUTO ZONE COMMERCIA	*Multiple*	1,182.88
101 - GENERAL FUND	93321	11/5/2018	4135	BILL WALL'S DIRECT	INTERNET TROUBLESHO	468.36
101 - GENERAL FUND	93323	11/5/2018	076	CENTRAL VALLEY BUSI	BUSINESS LIC CERT	214.78
101 - GENERAL FUND	93324	11/5/2018	6341	CHURCH OF THE NAZAR	ARBOR DEPOSIT REFUN	100.00
101 - GENERAL FUND	93325	11/5/2018	6118	CVIN LLC D.B.A. VAS	*Multiple*	525.00
101 - GENERAL FUND	93327	11/5/2018	316	DEPT OF JUSTICE	*Multiple*	1,136.00
101 - GENERAL FUND	93330	11/5/2018	119	DOUG DELEO WELDING	FLAT BAR-PARKS SUPP	8.00
101 - GENERAL FUND	93331	11/5/2018	4460	EVANS FEED & LIVEST	*Multiple*	103.52
101 - GENERAL FUND	93333	11/5/2018	6010	FRONTIER COMMUNICAT	*Multiple*	719.73

FUND	Check #	Date	Vendor #	Vendor Name	Description	Amount
101 - GENERAL FUND	93334	11/5/2018	148	GOMEZ AUTO & SMOG	*Multiple*	15,675.42
101 - GENERAL FUND	93335	11/5/2018	5647	GRISWOLD,LASSALLE,C	*Multiple*	1,443.90
101 - GENERAL FUND	93336	11/5/2018	6346	JEFF PFEIFFER	SQUIRREL TREATMENT	500.00
101 - GENERAL FUND	93339	11/5/2018	4067	LINCOLN NAT'L INSUR	NOV LIFE BL_875164	769.82
101 - GENERAL FUND	93341	11/5/2018	6344	MARIA ERIVES	ARBOR DEPOSIT REFUN	100.00
101 - GENERAL FUND	93342	11/5/2018	6342	MARIA IBARRA	ARBOR DEPOSIT REFUN	100.00
101 - GENERAL FUND	93343	11/5/2018	234	MARTIN'S TIRE & AUT	*Multiple*	308.35
101 - GENERAL FUND	93344	11/5/2018	6280	MINERAL KING TOXICO	AUG 2018-88992102	560.00
101 - GENERAL FUND	93345	11/5/2018	5625	NGLIC-SUPERIOR VISI	NOV 2018 VISION PLA	468.44
101 - GENERAL FUND	93346	11/5/2018	6343	PATTY AVILA	ARBOR DEPOSIT REFUN	100.00
101 - GENERAL FUND	93349	11/5/2018	285	QUILL CORPORATION	*Multiple*	1,118.76
101 - GENERAL FUND	93355	11/5/2018	518	TCAG	MEASURE R PRINCIPAL	13,105.54
101 - GENERAL FUND	93358	11/5/2018	3152	TUL.CO.JAIL IND.ENG	WINDOW LETTER PRINT	64.65
101 - GENERAL FUND	93359	11/5/2018	3511	TULARE COUNTY SHERI	DISPATCH SERVICES	19,717.00
101 - GENERAL FUND	93383	11/5/2018	6326	CORPORATE PAYMENT S	*Multiple*	2,872.76
101 - GENERAL FUND	93384	11/5/2018	4849	U.S. BANK EQUIPMENT	*Multiple*	1,297.17
101 - GENERAL FUND	93385	11/5/2018	1513	UNITED RENTALS, INC	*Multiple*	265.36
101 - GENERAL FUND	93386	11/5/2018	5747	UNITED STAFFING	*Multiple*	1,060.64
101 - GENERAL FUND	93389	11/5/2018	1041	VERIZON WIRELESS	642065758-00002	82.18
101 - GENERAL FUND	93390	11/5/2018	6348	VICKERS CONSULTING	2018 AFG APP-SCBA	750.00
101 - GENERAL FUND	93391	11/5/2018	2790	WILLDAN INC.	*Multiple*	5,435.00
261 - GAS TAX FUND	93187	10/19/2018	5541	JACK DAVENPORT SWEE	9/2018 SWEEPING SRV	3,000.00
261 - GAS TAX FUND	93328	11/5/2018	113	DEPT OF TRANSPORTAT	JULY-SEPT SIGNAL&LI	266.92
400 - WELLNESS CTR	93163	10/19/2018	3023	AAA SECURITY, INC.	9/29 GUARD SERVICE	232.02
400 - WELLNESS CTR	93168	10/19/2018	1858	ALL PRO FIRE AND SA	ANNUAL SERVICE @WEL	210.00
400 - WELLNESS CTR	93191	10/19/2018	5788	LINCOLN AQUATICS	ALKALINITY 8BAG	279.10
400 - WELLNESS CTR	93198	10/19/2018	4204	ORKIN PEST CONTROL	OCT 2018	136.98
400 - WELLNESS CTR	93313	11/5/2018	6345	AAA QUALITY SERVICE	*Multiple*	200.78
400 - WELLNESS CTR	93314	11/5/2018	3023	AAA SECURITY, INC.	10/13/18 GUARD SERV	154.68
400 - WELLNESS CTR	93329	11/5/2018	3733	DIRECTV	SERVICE AT WELLNESS	202.84
400 - WELLNESS CTR	93338	11/5/2018	5788	LINCOLN AQUATICS	*Multiple*	3,512.50
400 - WELLNESS CTR	93340	11/5/2018	6260	LLEON SERVICES	CHEMICAL BAL CONSUL	205.00
400 - WELLNESS CTR	93350	11/5/2018	3622	RLH FIRE PROTECTION	FIRE SPRINKLER SYST	165.00
400 - WELLNESS CTR	93353	11/5/2018	310	SOUTHERN CA. EDISON	*Multiple*	4,139.29
400 - WELLNESS CTR	93354	11/5/2018	5899	SUPPLYWORKS	*Multiple*	677.32
400 - WELLNESS CTR	93356	11/5/2018	144	THE GAS COMPANY	092-375-2718-0	48.81
400 - WELLNESS CTR	93357	11/5/2018	3396	THYSSENKRUPP ELEVAT	11/01/18-11/30/18	311.94
552 - WATER	93171	10/19/2018	051	BSK	TURBIDITY TESTING	515.00
552 - WATER	93177	10/19/2018	102	CULLIGAN	*Multiple*	512.06
552 - WATER	93183	10/19/2018	3461	FERGUSON ENTERPRISE	WATER TANK	640.32
552 - WATER	93188	10/19/2018	6007	JT2 INC DBA TODD CO	*Multiple*	30,882.22
552 - WATER	93193	10/19/2018	218	LINDSAY EQUIPMENT R	*Multiple*	49.54
552 - WATER	93219	10/19/2018	2960	UNITED STATES BUREA	5-07-20W428L	9,995.04
552 - WATER	93220	10/19/2018	356	USA BLUEBOOK	WELL14	581.65
552 - WATER	93322	11/5/2018	051	BSK	*Multiple*	1,471.00
552 - WATER	93332	11/5/2018	137	FRIANT WATER AUTHOR		1,664.64
552 - WATER	93337	11/5/2018	4754	KAWEAH DELTA WATER	DROUGHT GRANT COST	2,625.00
552 - WATER	93347	11/5/2018	5796	PRESORT OF FRESNO L	*Multiple*	1,321.80
552 - WATER	93351	11/5/2018	4555	THATCHER COMPANY IN	*Multiple*	2,782.33
552 - WATER	93352	11/5/2018	890	SJVAPCD	PERMIT FEE WELL 15	83.00
552 - WATER	93387	11/5/2018	430	US BANK TRUST NA	*Multiple*	8,376.99
553 - SEWER	93180	10/19/2018	5978	DOMINO SOLAR LTD	9/1/18-9/30/18	3,827.80
553 - SEWER	93203	10/19/2018	5684	QUIK-ROOTER		1,425.00
553 - SEWER	93208	10/19/2018	4762	SHAPE,INC.	SEQUOIA LIFT STATIO	7,037.21

FUND	Check #	Date	Vendor #	Vendor Name	Description	Amount
553 - SEWER	93326	11/5/2018	6347	DANIEL HERNANDEZ	CLAIM-REIMBURSEMENT	263.00
553 - SEWER	93348	11/5/2018	4618	PROVOST & PRITCHARD	EAST POND SEPT 2018	539.00
553 - SEWER	93388	11/5/2018	2912	VALLEY PUMP & DAIRY	SEWER PLANT REPAIRS	7,869.82
600 - CAPITAL IMPROVEN	93182	10/19/2018	129	FEDEX	6-308-02065 FEDEX	17.58
600 - CAPITAL IMPROVEN	93185	10/19/2018	6300	GHD INC	ENGINEERING SERVICE	1,427.43
600 - CAPITAL IMPROVEN	93202	10/19/2018	399	QUAD KNOPF,INC.	*Multiple*	5,057.84
779 - 00-HOME-0487	93360	11/5/2018	336	TULARE COUNTY TAX C	L98-17 GUARDADO MAR	696.24
779 - 00-HOME-0487	93361	11/5/2018	336	TULARE COUNTY TAX C	L317 LOWERY KIRK	1,277.49
779 - 00-HOME-0487	93362	11/5/2018	336	TULARE COUNTY TAX C	L203-04 JACKY NAVAR	1,164.34
779 - 00-HOME-0487	93363	11/5/2018	336	TULARE COUNTY TAX C	L302 AVINA JOSEPH	1,312.70
779 - 00-HOME-0487	93364	11/5/2018	336	TULARE COUNTY TAX C	L98-15 PARAMO MARIO	468.46
779 - 00-HOME-0487	93365	11/5/2018	336	TULARE COUNTY TAX C	L97-15 VARELA SILVE	536.71
779 - 00-HOME-0487	93366	11/5/2018	336	TULARE COUNTY TAX C	L10852 TINOCO ADELFI	314.17
779 - 00-HOME-0487	93367	11/5/2018	336	TULARE COUNTY TAX C	L9798-23 STEVENS G	605.09
779 - 00-HOME-0487	93368	11/5/2018	336	TULARE COUNTY TAX C	L300 SALEM BALGAITH	1,474.46
779 - 00-HOME-0487	93369	11/5/2018	336	TULARE COUNTY TAX C	L02-04 MAGANA SUSAN	1,028.50
779 - 00-HOME-0487	93370	11/5/2018	336	TULARE COUNTY TAX C	L02-01 SAID MOHSIN	1,064.97
779 - 00-HOME-0487	93371	11/5/2018	336	TULARE COUNTY TAX C	L202-19 GUTIEZREZ R	1,093.62
779 - 00-HOME-0487	93372	11/5/2018	336	TULARE COUNTY TAX C	L202-21 LOPEZ ANDRE	1,051.22
779 - 00-HOME-0487	93373	11/5/2018	336	TULARE COUNTY TAX C	L04-04 VILLA JESUS	1,550.23
779 - 00-HOME-0487	93374	11/5/2018	336	TULARE COUNTY TAX C	L202-17 RITO ESPINO	1,051.22
779 - 00-HOME-0487	93375	11/5/2018	336	TULARE COUNTY TAX C	L202-11 JOSE G	1,087.02
779 - 00-HOME-0487	93376	11/5/2018	336	TULARE COUNTY TAX C	L202-16 CORTEZ JORG	1,051.22
779 - 00-HOME-0487	93377	11/5/2018	336	TULARE COUNTY TAX C	L97-18 AVALOS JORGE	650.66
779 - 00-HOME-0487	93378	11/5/2018	336	TULARE COUNTY TAX C	L204-02 ANDRADE JUA	859.86
779 - 00-HOME-0487	93379	11/5/2018	336	TULARE COUNTY TAX C	L97-22 HERNANDEZ JO	654.48
779 - 00-HOME-0487	93380	11/5/2018	336	TULARE COUNTY TAX C	L97-24 MOOR JUDITH	711.94
779 - 00-HOME-0487	93381	11/5/2018	336	TULARE COUNTY TAX C	L97-14ANDRADE ADRIA	633.55
779 - 00-HOME-0487	93382	11/5/2018	336	TULARE COUNTY TAX C	L203-07 PEREZ SANDY	641.98



Monthly Treasurer's Report
October 31, 2018
Cash Balances Classified by Depository

CASH RESOURCES

LOCATION	GL ACCOUNT #	TYPE	BALANCE
Cash Register Funds (City Hall & Wellness)	100-102	RES	\$800
Bank of the Sierra - Payroll	100-106	GEN	\$503,680
Bank of the Sierra - AP/Operating	100-100	GEN	\$364,047
Bank of the Sierra - Wellness Center	100-500	GEN	\$98,735
Bank of the Sierra - Impound Account	100-120	RES	\$33,349
Bank of the Sierra - WWTP Project	100-553	RES	\$3,129
Bank of the Sierra - Water Project	100-552	RES	\$152
Bank of the Sierra- Depository Account	100-114	GEN	\$2,485,491
LAIF Savings: City & Successor Agency	100-103	INV-RES	\$422,218
TOTAL			\$3,911,601

CASH EXPENDED

ACCOUNTS PAYABLE & PAYROLL	AMOUNT
Accounts Payable	\$534,608
Payroll (October 12th Payday)	\$181,628
Payroll (October 26th Payday)	\$171,771
TOTAL	\$ 888,007

DEBT SERVICE	AMOUNT
TCAG Settlement	\$13,106
TOTAL	\$ 13,106

INVESTMENTS

INVESTMENT POLICY COMPLIANCE

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

INVESTED FUNDS	\$422,218
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Respectfully submitted,

Bret Harmon

Director of Finance
 City of Lindsay

ABBREVIATIONS

GEN: GENERAL UNRESTRICTED
 RES: RESTRICTED ACTIVITY
 INV: INVESTMENT



STAFF REPORT

TO: CITY COUNCIL OF THE CITY OF LINDSAY, CALIFORNIA
DATE: November 13, 2018
AGENDA #: 5.4
FROM: Bret Harmon, Director of Finance

AGENDA ITEM

<i>TITLE</i>	Resolution 18-47 authorizing MuniServices to audit Measure O transaction and use tax records.
<i>ACTION</i>	Approval of Resolution 18-47
<i>PURPOSE</i>	Statutory/Contractual Requirement
<i>OBJECTIVE(S)</i>	<ul style="list-style-type: none">• Yield a fiscally self-reliant city government while providing effective, basic municipal services.

RECOMMENDATION

Staff respectfully recommends the City Council approve resolution 18-47 to enable MuniServices to audit Measure O transactions and use tax records.

BACKGROUND | ANALYSIS

The City has a contract (dated March 1, 2017) with MuniServices, LLC to monitor and audit its local sales and use tax (traditional sales tax) records and transactions and use tax (Measure O) records. The City has a resolution on file with the State Board of Equalization authorizing MuniServices to have access to the sales tax and transactions tax data for auditing and monitoring. The resolution on file does not specifically name Measure O since it predates the passage of Measure O and was written to include any future transactions taxes. Unfortunately, the State Board of Equalization has decided to not accept the contract and prior resolution references to future transactions and use taxes, which includes Measure O. The State requires an amended contract and new resolution (Resolution 18-47) to specifically state Measure O by name before it will provide data access to MuniServices. Consequently, MuniServices has been prevented from operating as the City directed in its contract and original resolution.

In order to appease the new requirements of the State Board of Equalization, Staff has prepared Resolution 18-47 for Council approval and a contract amendment for City Manager's signature. These items will give MuniServices the access it needs to monitor, audit and protect the City's Measure O revenue against misallocation and other reporting issues.



STAFF REPORT

TO: CITY COUNCIL OF THE CITY OF LINDSAY, CALIFORNIA
DATE: November 13, 2018
AGENDA #: 5.4
FROM: Bret Harmon, Director of Finance

BENEFIT TO OR IMPACT ON CITY RESOURCES

Without a contract amendment and new resolution, the City will be unable to ensure it is receiving its rightful amount of Measure O revenues. The City does not have the resources or data access necessary to conduct audits and monitoring on its own. The City compensates MuniServices for its monitoring and auditing services by contingency fee on recovered revenue. The City only pays when it receives recovered revenue. The contract amendment does not change the contingency fee structure found in the original agreement.

ALTERNATIVES

- Approve Resolution 18-47
- Reject Resolution 18-47
- Postpone the decision and provide direction to staff.

ATTACHMENTS

- Resolution 18-47
- Copy of Contract Amendment for reference



RESOLUTION OF THE CITY OF LINDSAY

NUMBER 18-47

TITLE **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY AUTHORIZING THE EXAMINATION OF SALES OR TRANSACTIONS AND USE TAX RECORDS**

MEETING At a regularly scheduled meeting of the City of Lindsay City Council held on November 13, 2018 at 6:00PM at 251 E. Honolulu Street, Lindsay, CA 93247.

WHEREAS, pursuant to Ordinance No. 560, the City of Lindsay entered into a contract with the State Board of Equalization to perform all functions incident to the administration and collection of the Transactions and use Tax Ordinances and the local sales and use taxes; and

WHEREAS, City deems it necessary for authorized representatives of City to examine confidential sales and transactions and use tax records of the Board or its successor agency, the California Department of Tax and Fee Administration, (collectively, or in the alternative, the “Agency”) pertaining to sales and transactions and use taxes collected for City by the Agency; and

WHEREAS, Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Agency records and establishes criminal penalties for the unlawful disclosure of information contained in, or derived from sales or transactions and use tax records of the Agency; and

WHEREAS, Section 7056 of the California Revenue and Taxation Code requires that any person designated by City shall have an existing contract to examine City’s sales and transactions and use tax records.

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

- SECTION 1. The City Manager, Director of Finance, or other officer or employee of City designated in writing by the City Manager or Finance Director to the Agency is hereby appointed to represent City with authority to examine all of the sales and transactions and use tax records of the Agency pertaining to sales and transactions and use taxes collected for City by the Agency pursuant to the contract between City and the Agency. The information obtained by examination of Agency records shall be used for purposes related to the collection of City’s sales and transactions and use taxes by the Agency pursuant to the contract.
- SECTION 2. The City Manager, Director of Finance, or other officer or employee of City designated in writing by the City Manager or Director of Finance to the Agency, is also hereby appointed to represent City with the authority to examine those sales and transactions and use tax records of the Agency for purposes related to the following governmental functions of City:



RESOLUTION OF THE CITY OF LINDSAY

- a) tracking and economic development
- b) forecasting and budget related functions
- c) detection of misallocations and deficiencies

The information obtained by examination of Agency records shall be used only for those governmental functions of City listed above.

SECTION 3.

MuniServices, LLC is hereby designated and authorized to examine all of the sales and transactions and use tax records of the Agency pertaining to all sales and use taxes collected for City and any transaction and use taxes collected for City under the following Transactions and Use Tax Ordinances and any future Transactions and Use Tax Ordinances that may be enacted in the City:

1% Transactions and Use Tax passed in June 2017 known as “Measure O” and reported District Add-on Code 606.

The person or entity designated by this section meets all of the following conditions:

- a) has an existing contract with City to examine sales and transactions and use tax records;
- b) is required by that contract to disclose information contained in, or derived from those sales and transactions and use tax records only to an officer or employee authorized under Section 1 (or Section 2) of this resolution to examine the information;
- c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract;
- d) is prohibited by that contract from retaining the information contained in, or derived from those sales and transactions and use tax records after that contract has expired.

SECTION 4.

the information obtained by examination of Agency records shall be used only for purposes related to the collection of City’s sales and transactions and use taxes by the Agency pursuant to the contracts between City and the Agency and for purposes relating to the governmental functions of City listed in Section 2 of this resolution.

SECTION 5.

This resolution supersedes all prior sales and transactions and use tax resolutions of City adopted pursuant to subdivision (b) of Revenue and Taxation Code Section 7056.

SECTION 6.

This resolution shall be effective immediately upon its approval and adoption.

SECTION 7.

The Mayor, or presiding officer, is hereby authorized to affix her/his signature to the Resolution signifying its adoption by the City Council of the City of Lindsay, and the City Clerk, or his duly appointed deputy, is directed to attest thereto.



RESOLUTION OF THE CITY OF LINDSAY

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

MEETING DATE	November 13, 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

Mayor

**AMENDMENT TO CONTRACT BETWEEN
CITY OF LINDSAY AND MUNISERVICES, LLC**

THIS CONTRACT AMENDMENT No. 1 (the “Amendment”) is entered into between City of Lindsay (“City”) and MuniServices, LLC (“MuniServices”), (collectively the “Parties”).

The City and MuniServices agree as follows:

WHEREAS, the City and MuniServices, entered into an agreement, dated March 1, 2017 (hereinafter “Agreement”) to perform, among other things, Revenue Enhancement Audit Services, including Sales, Transaction and Use Tax Audit Services;

WHEREAS, the City adopted a new 1% Transactions and Use Tax “Measure O”, which became effective on or about October 1, 2017 (the “District Tax”);

WHEREAS, the State Board of Equalization or its successor agency the California Department of Tax and Fee Administration (collectively, or in the alternative, the “Agency”) has taken the position that general references to “sales and use tax” are insufficient to allow access to information relating the collection of the District Tax by the Agency;

WHEREAS, the City and MuniServices, without conceding the correctness of the Agency’s interpretation, deem it prudent to comply with the interpretation by amending the Agreement to specifically refer to the District Tax;

WHEREAS, section 7056 of the California Revenue and Taxation Code imposes conditions on the access to information related to the collection of sales, transaction, and use tax by the Agency;

NOW THEREFORE, in order to satisfy the requirements of section 7056, the parties hereby amend the Agreement as follows:

1. The following language is incorporated into the City of Lindsay: Revenue Enhancement Services Agreement Between the City and MuniServices (the Agreement) as if set forth therein.

Transaction and Use Tax

“MuniServices qualifies under Section 7056 of the Revenue and Taxation Code to review (Bradley-Burns) confidential taxpayer information and documentation before the State Board of Equalization (BOE) or its successor agency, the Department of Tax and Fee Administration (collectively, or in the alternative, the “Agency”). MuniServices is hereby authorized by this Agreement to examine transaction tax, sales tax and use tax records of the Agency, including but not limited to the transaction and use tax that becomes effective on or about October 1, 2017 known as the new 1% Transactions and Use Tax “Measure O” pertaining to the ascertainment of those sales or transactions and use taxes to be collected for the City.

MuniServices is required to disclose information contained in, or derived from, those transaction, sales and use tax records only to an officer or employee of the City who is authorized by resolution to examine the information.

MuniServices is prohibited from performing consulting services for a retailer during the term of this Agreement.

MuniServices is prohibited from retaining the information contained in, or derived from, those transaction, sales and use tax records, after this Agreement has expired."

2. The City and MuniServices agree that although the scope of work generically refers to "sales and use tax" those references are meant to include "sales, transaction, and use tax" as part of the scope of work, including but not limited to any transaction and use taxes adopted after the effective date of the Agreement.
3. The Parties agree that Agreement is applicable to all Sales, Transaction and Use Tax Ordinances currently enacted in the City and which may become enacted while the Agreement is in effect.
4. The Parties agree that the City will adopt an updated resolution in substantially the same form as the template provided as Exhibit A to this Amendment.
5. Except as herein modified, all other provisions of the Agreement, including any exhibits and subsequent amendments thereto, shall remain in full force and effect.
6. In case of a conflict between the terms of this Amendment and the terms of the Contract, the terms of this Amendment shall strictly prevail.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives as of the date set forth below.

DATED: _____, 2018

CITY OF LINDSAY

By: _____

Name: _____

Title: _____

MUNISERVICES, LLC

By:  _____

Doug Jensen
Senior Vice President

APPROVED AS TO FORM:

Office of the City Attorney



STAFF REPORT

TO: CITY COUNCIL OF THE CITY OF LINDSAY, CALIFORNIA
 DATE: November 13, 2018
 AGENDA #: 5.5
 FROM: Bret Harmon, Director of Finance

AGENDA ITEM

TITLE Resolution 18-48 Consolidating Bank Accounts at the Bank of the Sierra

ACTION Approval of Resolution 18-48

PURPOSE Discretionary Action

OBJECTIVE(S) Yield a fiscally self-reliant city government while providing effective, basic municipal services.

RECOMMENDATION

Staff respectfully recommends approval of Resolution 18-48 to consolidate bank accounts at the Bank of the Sierra.

BACKGROUND | ANALYSIS

The City has two important tools in managing its cash. One tool is the bank accounts holding the cash. The other is the General Ledger in which the City records how much of the cash in the bank belongs to each of the Funds. The following illustrates how this works:

Bank Account #1		General Ledger	
Cash	\$ 100,000	General Fund: Cash in Bank Account #1	\$ 70,000
		Transportation: Cash in Bank Account #1	15,000
		Enterprise Fund: Cash in Bank Account #1	15,000
Total Cash	\$ 100,000	Total Cash in Bank Account #1	\$100,000

When the City utilizes the Bank and the General Ledger as designed it can:

1. Improve the manageability and readability of financial statements.
2. Manage bank reconciliations more effectively and timely.
3. Limit the number of transfers between bank accounts.

The contrary is true when the City maintains too many bank accounts as it does now.

The City would be best served by following the best practices of other local governments in consolidating its seven accounts into one account for all City Operations (City-related revenues and expenditures) and two Trust accounts. A Trust account is an account in which the City holds monies in trust for another entity or government, so the monies should not be mingled with City monies. The



STAFF REPORT

TO: CITY COUNCIL OF THE CITY OF LINDSAY, CALIFORNIA
DATE: November 13, 2018
AGENDA #: 5.5
FROM: Bret Harmon, Director of Finance

City's trust funds include (1) the Impound account which holds mortgage impound monies on behalf of certain home loan participants and (2) the monies for the Successor Agency and HCD program income.

By consolidating the bank accounts, the City would move from:

Account Name	General Ledger Account
Payroll	100-106
Accounts Payable	100-100
Wellness Center	100-500
Impound	100-120
Waste Water Treatment Plant	100-553
Water	100-552
Depository	100-114

To:

Account Name	General Ledger Account
City Operations	100-114
Trust – Impound	100-120
Trust – HCD & Successor Agency	100-100

ALTERNATIVES

- Approve Resolution 18-48 Consolidating Bank Accounts
- Do not approve Resolution 18-48
- Provide other direction to Staff

BENEFIT TO OR IMPACT ON CITY RESOURCES

Streamlines Finance Department operations, improves readability and manageability of financial statements, and increases department effectiveness and efficiency.

POLICY ISSUES

Treasurer's Report will show three consolidated bank accounts along with cash on hand at registers and invested cash in LAIF.

ATTACHMENTS

- Resolution 18-48
-



RESOLUTION OF THE CITY OF LINDSAY

NUMBER 18-48

TITLE **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY AUTHORIZING THE FINANCE DEPARTMENT TO CONSOLIDATE BANK ACCOUNTS.**

MEETING At a regularly scheduled meeting of the City of Lindsay City Council held on November 13, 2018 at 6:00PM at 251 E. Honolulu Street, Lindsay, CA 93247.

WHEREAS, the City of Lindsay maintains the following seven bank accounts with at the Bank of the Sierra:

Account Name	General Ledger Account
Payroll	100-106
Accounts Payable	100-100
Wellness Center	100-500
Impound	100-120
Waste Water Treatment Plant	100-553
Water	100-552
Depository	100-114

WHEREAS, the Finance Department provides a monthly Treasurer's report identifying the closing balances in each of the accounts.

WHEREAS, the Finance Department desires to consolidate the bank accounts to streamline operations, improve efficiencies and to isolate Trust funding as follows:

Account Name	General Ledger Account	Purpose
City Operations	100-114	Provides for all City operations such as accounts payable, debt service and payroll, which are not related to Trust accounts
Trust – Impound	100-120	No Change (Isolate Trust Funding)
Trust – Housing & Successor Agency	100-100	Isolates Housing and Successor Agency Funding

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

SECTION 1. The Finance Department is directed to consolidate the City's seven bank accounts at the Bank of the Sierra into three bank accounts consisting of (1) City Operations, (2) Trust – Impound and (3) Trust – Housing & Successor Agency in a timely manner.



RESOLUTION OF THE CITY OF LINDSAY

SECTION 2. This resolution shall be effective immediately upon its approval and adoption.

SECTION 3. The Mayor, or presiding officer, is hereby authorized to affix her/his signature to the Resolution signifying its adoption by the City Council of the City of Lindsay, and the City Clerk, or his duly appointed deputy, is directed to attest thereto.

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

MEETING DATE	November 13, 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

Mayor



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: November 13, 2018
AGENDA #: 5.6
STAFF: Michael Camarena, Director of City Services

AGENDA ITEM

TITLE 2019 Unreleased Restoration Flow Agreement 19-WC-20-5342

ACTION Approval of Resolution 18-49

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

COUNCIL OBJECTIVE(S) Live in a safe, clean, comfortable and healthy environment.
Increase our keen sense of identity in a physically connected and involved community.
Nurture attractive residential neighborhoods and business districts.
Dedicate resources to retain a friendly, small-town atmosphere.
Stimulate, attract and retain local businesses.
Advance economic diversity.
Yield a fiscally self-reliant city government while providing effective, basic municipal services.

RECOMMENDATION

Staff recommends approval of Resolution No. 18-49

BACKGROUND | ANALYSIS

In 2018, the City treated 109-acre feet (AF) in our water system and transferred 89 AF to local irrigation districts. It is not known at this time what, if any, URF will be available in 2019. The anticipated cost for 2019 URF water is \$20/AF. This contract completes the ability to utilize 2019 URF water if and when declared.

Unreleased Restoration Flows (URF) are generated at Friant Dam (Millerton). If conditions prevent the full release of the Restoration Flow allocation in a given year and this contract allows use, sale, transfer, banking or exchange of UFR water.



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: November 13, 2018
AGENDA #: 5.6
STAFF: Michael Camarena, Director of City Services

ALTERNATIVES

- Approve Resolution 18-49 as recommended
- Do not approve Resolution 18-49 as recommended and provide direction to staff

BENEFIT TO OR IMPACT ON CITY RESOURCES

Approval of this URF agreement allows access to water as it becomes declared. In the past, the city has utilized URF water and been able to delay the use of our Class 1 contract water. Class 1 contract water in 2018 was declared at 88% of contract amount.

ENVIRONMENTAL REVIEW

None at this time

POLICY ISSUES

None at this time

PUBLIC OUTREACH

Posted in this agenda

ATTACHMENTS

1. Resolution No. 18-49, a Resolution of the City Council of the City of Lindsay Authorizing the Mayor to Execute 2019 Contract Year Unreleased Restoration Flow Agreement No. 19-WC-20-5342, City of Lindsay, Friant Division, Central Valley project;
2. 2019 Contract Year Unreleased Restoration Flow Agreement No. 19-WC-20-5342.



RESOLUTION OF THE CITY OF LINDSAY

NUMBER 18-49

TITLE **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY AUTHORIZING THE MAYOR TO SIGN 2019 CONTRACT YEAR UNRELEASED RESTORATION FLOW AGREEMENT NO. 19-WC-20-5342, FRIANT DIVISION, WITH THE UNITED STATE DEPARTMENT OF THE INTERIOR, BUREAU OF RECLAMATION.**

MEETING At a regularly scheduled meeting of the City of Lindsay City Council held on October 9, 2018 at 6:00PM at 251 E. Honolulu Street, Lindsay, CA 93247.

WHEREAS, City Staff and Legal Counsel have reviewed the document and determined that the terms and conditions of the contract are in the best interests of the City of Lindsay.

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

- SECTION 1. The Lindsay City Council hereby approves the Unreleased Restoration Flow Agreement with the United States Department of Interior, Bureau of Reclamation for Friant Division Water Year 2019.
- SECTION 2. The terms and conditions of the contract are in the best interests of the City of Lindsay and now therefore directs the Mayor to execute the document herein referenced as 19-WC-20-5342, on behalf of the City of Lindsay.
- SECTION 3. This resolution shall be effective immediately upon its approval and adoption.
- SECTION 4. The Mayor, or presiding officer, is hereby authorized to affix her/his signature to the Resolution signifying its adoption by the City Council of the City of Lindsay, and the City Clerk, or his duly appointed deputy, is directed to attest thereto.



RESOLUTION OF THE CITY OF LINDSAY

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

MEETING DATE	
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

Mayor

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Central Valley Project, California**

**SALES AGREEMENT BETWEEN THE UNITED STATES
AND
CITY OF LINDSAY
FOR SALE OF UNRELEASED RESTORATION FLOWS**

9 THIS AGREEMENT, made this ____ day of _____, 2019, is entered into
10 pursuant to the Act of June 17, 1902, (32 Stat. 388), and acts amendatory or supplementary
11 thereto, including but not limited to Section 3406 (c) (1) of the Reclamation Projects
12 Authorization and Adjustment Act of 1992 (PL 102-575; 106 Stat. 4721), Title X, Subtitle A, of
13 the Act of March 30, 2009, (PL 111-11; 123 Stat. 1349), also referred to as the San Joaquin
14 River Restoration Settlement Act, hereinafter referred to as SJRRSA, all collectively hereinafter
15 referred to as Federal Reclamation law, between the UNITED STATES OF AMERICA,
16 hereinafter referred to as the United States, and the CITY OF LINDSAY, hereinafter referred to
17 as the Contractor, a Central Valley Project (Project), Friant Division long-term contractor.

18 WITNESSETH, That:

19 [1st] WHEREAS, pursuant to the Stipulation of Settlement in *Natural Resources*
20 *Defense Council, et. al., v. Kirk Rodgers, et. al.*, hereinafter referred to as Settlement, and the
21 SJRRSA, the Secretary of the Interior, acting through the Bureau of Reclamation, hereinafter
22 referred to as Contracting Officer, is directed to implement a program that releases
23 Restoration Flows from Friant Dam; and

24 [2nd] WHEREAS, consistent with Paragraph 13(i) of the Settlement, if, for any reason,
25 full Restoration Flows are not released in any year beginning January 1, 2014, the Contracting

26 Officer shall release as much of the Restoration Flows as possible, in consultation with the
27 Restoration Administrator, in light of then-existing channel capacity and without delaying
28 completion of the Phase 1 improvements; and

29 [3rd] WHEREAS, the Contracting Officer, in consultation with the
30 Restoration Administrator, shall use the amount of the Restoration Flows not released in any
31 such year, hereinafter referred to as Unreleased Restoration Flows or URFs, by taking one or
32 more of the steps prescribed in Paragraph 13(i) of the Settlement to best achieve the Restoration
33 Goal, as determined by the Contracting Officer; and

34 [4th] WHEREAS, the Contractor and the United States have entered into
35 Contract No. 5-07-20-W0428-LTR1, hereinafter referred to as Contract, for the delivery of
36 Project Water; and

37 [5th] WHEREAS, Article 3(f) of the Contract provides for, following the declaration of
38 Water Made Available under Article 4 of the Contract, the Contracting officer to make a
39 determination whether Project Water, or other water available to the Project, can be made
40 available to the Contractor in addition to the Contractor Total provided in Article 3(a) of the
41 Contract during the Year without adversely impacting the Project or other Project Contractors
42 and consistent with the Secretary of the Interior's legal obligations.

43 NOW, THEREFORE, in consideration of the mutual and dependent covenants herein
44 contained, the parties mutually agree as follows:

45 DEFINITIONS

46 1. When used herein unless otherwise distinctly expressed, or manifestly
47 incompatible with the intent of the parties as expressed in this Agreement, the term:

48 (a) “Operating Non-Federal Entity” shall mean the Friant Water Authority, its
49 successors or assigns, which has the obligation to operate and maintain Project facilities in the
50 Friant Division pursuant to a separate agreement with the United States and which may have
51 funding obligations with respect thereto, and the San Luis Delta Mendota Water Authority, its
52 successors or assigns, which has the obligation to operate and maintain Project facilities in the
53 Delta Division pursuant to a separate agreement with the United States and which may have
54 funding obligations with respect thereto;

55 (b) “Project” shall mean the Central Valley Project owned by the United
56 States and managed by the Department of Interior, Bureau of Reclamation;

57 (c) “Project Contractors” shall mean all parties who have a long-term water
58 service or repayment contract for Project Water from the Project with the United States pursuant
59 to Federal Reclamation law;

60 (d) “Project Water” shall mean all water that is developed, diverted, stored, or
61 delivered by the Secretary in accordance with the statutes authorizing the Project and in
62 accordance with the terms and conditions of water rights acquired pursuant to California law;

63 (e) “Restoration Flows” shall mean releases from Friant Dam in accordance
64 with the hydrographs shown in Exhibit B of the Settlement or modified by the Restoration
65 Administrator;

66 (f) “Restoration Goal” shall mean to restore and maintain fish populations in
67 “good condition” in the main stem of the San Joaquin River below Friant Dam to the confluence
68 of the Merced River, including naturally-producing and self-sustaining populations of salmon
69 and other fish;

70 (g) “Water Management Goal” shall mean to reduce or avoid adverse water
71 supply impacts to all of the Friant Division long-term water contractors or repayment contractors
72 that may result from the Interim Flows and Restoration Flows provided for in the SJRRSA;

73 (h) “Unreleased Restoration Flows” shall mean those Restoration Flows
74 which cannot be released for any reason.

75 TERMS OF AGREEMENT

76 1. This Agreement shall become effective on the date first hereinabove written and
77 shall remain in effect through February 29, 2020: Provided, that any performance of the
78 obligations provided in Articles 4, 7, and 9 of this Agreement shall survive the termination date
79 of this Agreement and shall continue until all such obligations are complete.

80 2. Pursuant to Article 3(f) of the Contract and consistent with all applicable State
81 water rights, permits and licenses, Federal law, and the Settlement including SJRRSA, the
82 Contracting Officer shall make available for delivery to the Contractor an agreed upon amount of
83 URF water to be made available during this water year up to 313 acre feet. This URF water is to
84 be delivered within the Contractor’s Service Area for reasonable and beneficial uses in
85 accordance with the terms of the Contract; Provided, that the Parties understand and agree that
86 the availability of URFs are subject to Paragraph 13(i) of the Settlement and will be furnished if,
87 as, and when it can be made available, as solely and conclusively determined by the Contracting
88 Officer.

89 3. URF water will be made available under this agreement to Friant Division
90 contractors first, per the allocation on Exhibit A. Exhibit A will be updated for acre-feet of water
91 made available by block, and for price, when new tiers of water are approved for delivery. Each
92 block of URF water will be allocated to each Friant Division Contractor based on their Class 1,
93 and/or their Class 2, contract water supply, as a per cent (%) to the total Class 1 and/or Class 2
94 water supply for all Friant Division Contractors. Should any Contractor choose not to take its
95 full pro rata share of a URF water block, that unused water will be redistributed for sale to the
96 other Friant Division Contractors. Should there be any remaining URF water not claimed by
97 either Class 1 or Class 2 Friant Division Contractors that water will then be made available to
98 non-Friant Division Contractors.

99 4. The Contractor's share of, and price per acre-foot, for each block of URF water is
100 shown on Exhibit A and subsequent revisions thereof. The formula to determine URF pricing is
101 shown in Exhibit C. Prior to a block of water being released for sale, contractors may reduce
102 their committed share of a given block upon request, or may commit to a larger share of a given
103 block, should any unused water be available. Changes to a Contractor's share of a block cannot
104 be made after the URF block is released for delivery. Once the URF block is released, payment
105 is due. Upon execution of this Agreement, the Contractor shall submit to the Contracting Officer
106 a written schedule that is satisfactory to the Contracting Officer, providing for the total volume
107 of URF water made available under the then current block of URF water made available as
108 shown on Exhibit A. Subsequent blocks of URF water shall be distributed in a similar manner.
109 The Contractor's written schedule, and any revisions thereof, shall be for the current block of
110 URF water made available and shall be subject to the approval of the Contracting Officer.

111 5. Upon submission of the schedule by the Contractor, as provided in Article 4
112 herein, the Contractor shall ensure payment has been made to the United States equal to the total
113 volume of URF water made available by block and at the sales price for that block of URF water.
114 URFs shall not be delivered to the Contractor prior to receipt of full payment. The Contractor is
115 responsible for the payment of any and all blocks of water that they agree to purchase, whether
116 or not they take delivery of this water.

117 6. Any discrepancy in location, delivery, or measurement between this Agreement
118 and the Contract shall be reconciled by the Contracting Officer, after consultation with the
119 Contractor.

120 7. URF waters made available to the Contractor pursuant to this Agreement may be
121 sold, transferred, exchanged, or banked in accordance with Articles 3(d) and 10(a) of the
122 Contract, and as otherwise authorized in the Contract.

123 8. In compliance with the Water Management Goals of the Settlement, the
124 Contracting Officer shall not undertake any action pursuant to this Agreement that results in
125 further water delivery reductions to any Friant Division long-term contractor beyond what would
126 have been caused by releases in accordance with the hydrographs in Exhibit B of the Settlement.
127 In the event that Millerton Reservoir fills and capacity is no longer available for URF water that
128 has accrued in Millerton Reservoir pursuant to this Agreement, as solely and conclusively
129 determined by the Contracting Officer, the URFs determined by the Contracting Officer to have
130 previously accrued in Millerton Reservoir, and not yet delivered to Contractor, shall be among

131 the first water spilled in accordance with the then current rescheduling guidelines and Friant
132 Operational Guidelines for Millerton Lake; Provided, that the Contracting Officer will, to the
133 extent practicable, inform the Contractor by written notice, or otherwise, of any impending spill
134 of URFs from Millerton Reservoir. Guidance on the determination of URF spill is available in
135 Exhibit B.

136 9. In the event the quantity of URFs diverted by the Contractor exceeds the quantity
137 of URFs available pursuant to this Agreement, the Contractor shall immediately take all
138 reasonable actions to make available a like amount of water, from the Contractor's current year
139 Class 1 and/or Class 2 water made available supply, in the Project Facilities for use by the United
140 States for Project purposes. If the Contractor has taken delivery of all water made available in
141 the current water year, then water delivered in excess of URF water made available to the
142 Contractors shall be accounted for as "pre-use" water per Article 3 (g) of the Contract and will
143 be deducted from Class 1 and/or Class 2 water made available to the Contractor in subsequent
144 water years.

145 10. All payments received by the United States from the Contractor pursuant to this
146 Agreement shall be deposited into the San Joaquin River Restoration Settlement Fund.

147 11. The Contractor shall be solely responsible for making any and all payments to the
148 Operating Non-Federal Entity for any operation and maintenance or additional costs associated
149 with the delivery of URFs pursuant to this Agreement. The Contracting Officer will not impose
150 additional Surcharge payments for this water.

151 12. URFs delivered to the Contractor pursuant to this Agreement shall not be
152 considered an offset to the Contractor's Recovered Water Account pursuant to Paragraph 16(b)
153 of the Settlement.

154 13. The San Joaquin River Restoration Program may offer additional URF water in
155 exchange for the Contractor's Project Water supplies based on review and acceptance of the
156 Contractor's exchange proposal. If the Contractor's exchange proposal is accepted, the
157 Contractor need only supply exhibit(s) detailing the exchange process and ratio of exchange.
158 Those exhibits will be attached to the Agreement. A separate Memorandum of Understanding
159 will not be issued.

160 14. By signing this Agreement, the Contractor agrees to pay for all URF water made
161 available to it under the Agreement, whether the Contractor takes delivery of the URF water or
162 not.

163 15. Any notice, demand, or request authorized or required by this Agreement shall be
164 deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or
165 delivered to the Area Manager, Bureau of Reclamation, South Central California Area Office,
166 1243 'N' Street, Fresno, CA 93721-1813, and on behalf of the United States, when mailed,
167 postage prepaid, or delivered to the Mayor Pamela Kimball, City of Lindsay, P.O. Box 369,
168 Lindsay, California 93247-0175. The designation of the addressee or the address may be
169 changed by notice given in the same manner as provided in this Article of this Agreement for
170 other notices.

171 16. Except as expressly stated in this Agreement, this Agreement shall be consistent
172 with and subject to the terms and conditions of the Contract.

173 17. This Agreement has been negotiated and reviewed by the Parties hereto, each of
174 whom is sophisticated in the matters to which this Agreement pertains and no one party shall be
175 considered to have drafted the stated articles.

176 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of
177 the date first above written.

178

179

180

UNITED STATES OF AMERICA

181

182

183

184

185

By: _____

186

Area Manager

187

South-Central California Area Office

188

Bureau of Reclamation

189

190

191

CITY OF LINDSAY

192

193

194

195

196

By: _____

197

Mayor, City of Lindsay

198 (SEAL)

199

200

201 Attest:

202

203

204

By: _____

205 Secretary, Board of Director

2019	Contract Maximum Based on 100 TAF to Class 1 and 400 TAF to Class 2 to allow contract flexibility	Agreement #	TIER 1			TIER 2			Overall Commitment		
			0% Class 1		100% Class 2		0% Class 1			100% Class 2	
			Default Percentage Share	Price	Offered Quantity	Block 1 Committed Quantity	Released	Default Percentage Share		Price	Overall Commitment
Friant Contractor											
Arvin-Edison WSD	93,956	19-WC-20-5326	22.24%		-			22.24%		0	
Chowchilla WD	52,541	19-WC-20-5327	11.42%		-			11.42%		0	
Delano-Earlimart ID	34,863	19-WC-20-5328	5.32%		-			5.32%		0	
Exeter ID	6,810	19-WC-20-5329	1.36%		-			1.36%		0	
Fresno (city)	7,500	19-WC-20-5330	0.00%		-			0.00%		0	
Fresno County WWD #18	19	19-WC-20-5331	0.00%		-			0.00%		0	
Fresno ID	21,406	19-WC-20-5332	5.35%		-			5.35%		0	
Garfield WD	438	19-WC-20-5333	0.00%		-			0.00%		0	
Gravelly Ford WD	3,996	19-WC-20-5334	1.00%		-			1.00%		0	
Hills Valley WD	156	19-WC-20-5335	0.00%		-			0.00%		0	
International WD	150	19-WC-20-5336	0.00%		-			0.00%		0	
Ivanhoe ID	955	19-WC-20-5337	0.04%		-			0.04%		0	
Kaweah Delta WCD	2,262	19-WC-20-5338	0.53%		-			0.53%		0	
Kern-Tulare WD	1,427	19-WC-20-5339	0.36%		-			0.36%		0	
Lewis Creek WD	150	19-WC-20-5340	0.00%		-			0.00%		0	
Lindmore ID	10,404	19-WC-20-5341	1.57%		-			1.57%	See Individual Blocks	0	
Lindsay (city)	313	19-WC-20-5342	0.00%		-			0.00%		0	
Lindsay-Strathmore ID	3,438	19-WC-20-5343	0.00%		-			0.00%		0	
Lower Tule River ID	75,578	19-WC-20-5344	16.98%		-			16.98%		0	
Madera County	25	19-WC-20-5345	0.00%		-			0.00%		0	
Madera ID	63,712	19-WC-20-5357	13.27%		-			13.27%		0	
Orange Cove (city)	175	19-WC-20-5346	0.00%		-			0.00%		0	
Orange Cove ID	4,900	19-WC-20-5347	0.00%		-			0.00%		0	
Porterville ID	10,437	19-WC-20-5348	2.14%		-			2.14%		0	
Saucelito ID	12,049	19-WC-20-5349	2.34%		-			2.34%		0	
Shafter-Wasco ID	17,552	19-WC-20-5350	2.83%		-			2.83%		0	
Southern San Joaquin MUD	24,969	19-WC-20-5351	3.21%		-			3.21%		0	
Stone Corral ID	1,250	19-WC-20-5352	0.00%		-			0.00%		0	
Tea Pot Dome WD	900	19-WC-20-5353	0.00%		-			0.00%		0	
Terra Bella ID	3,625	19-WC-20-5354	0.00%		-			0.00%		0	
Tri-Valley WD	50	19-WC-20-5355	0.00%		-			0.00%		0	
Tulare ID	43,993	19-WC-20-5356	10.06%		-			10.06%		0	
Totals (net at turnout)	500,000		100.00%		0	0		100.00%		0	
Totals (gross w/ canal losses)	526,316				8	8				0	

Totals distributed may be slightly different than block allocation due to rounding

1) Distribution between Class 1 and 2 is set based on expected hydrology in consultation with Friant Water Users. Price is set on second tab.

2) As blocks are released, value in orange cell is tuned to produce proper net and gross totals

3) Contractor commitments are confirmed and adjusted

1) Gross offered quantities and net committed quantities are shown in green (Missions)
2) Gross offered quantities and gross committed quantities are shown in blue (Grassie Mission)

EXHIBIT B
GUIDANCE FOR DETERMINING WHETHER URF WATER IS LOST TO SPILL

As per Paragraph 13(i) of the San Joaquin River Stipulation of Settlement, the Secretary shall not undertake any action pursuant to Paragraphs 13(i)(1) through 13(i)(3) that increases the water delivery reductions to any Friant Division long-term contractor beyond what would have been caused by releases in accordance with the hydrographs (Exhibit B of the Settlement). After consultation with Settling Parties, Implementing Agencies, and the Restoration Administrator, Reclamation has developed guidance for determining whether URF water allocated to Friant Contractors yet not delivered is lost during flood management actions (or more commonly referred to as “spill”).

Reclamation shall release URF water either as Tier 1 or Tier 2. All or part of the available volume of URF water may be released in either tier. Tier 1 URF water should be considered to have limited scheduleability and requires immediate payment and delivery. Tier 1 URF water is offered at a reduced rate because of this limitation. Tier 2 URF water will not be made available unless there is a reasonable likelihood that reservoir operations will not limit the availability of that water during the irrigation season; therefore Tier 2 URF water is considered fully scheduleable (although there is no guarantee of scheduleability).

When Millerton is in Flood Management Actions, there is a possibility that the management of URFs by the Secretary or the Restoration Administrator may increase water delivery reductions to one or more Friant Contractors. Because the Settlement precludes this impact from occurring, a “Water Supply Test” is applied to these actions. In managing the distribution of URFs for sale or exchange, actions are avoided if they are likely to cause an impact (i.e. fail a Water Supply Test), however, often the management of URFs need to be conducted in real-time.

During Uncontrolled Season, URFs that are made available during or before the Uncontrolled Season period must be delivered by the end of Uncontrolled Season (regardless of tier type) such that the cumulative volume of Restoration Flows released to the San Joaquin River and delivered at turnouts as URFs equals or exceeds the Default Flow Schedule cumulative volume at that point in the Restoration Year. When the comparison of volumes indicate that the Restoration Flows combined with URF water deliveries lag the Default Flow Schedule (i.e. are evacuated from Millerton at a slower rate), then that volume differential is at risk of spill.

Prior to the end of the spill period, URFs at risk of spill may continue to be scheduled and delivered, regardless of the relationship with the Default Flow

URF Agreement 19-WC-20-5342

Schedule. Reclamation will provide to contractors a tool to quantify and visualize the amount of URFs potentially subject to loss at the end of Uncontrolled Season.

This Water Supply Test is conducted at the end of any Uncontrolled Season period. Should there be any undelivered URF water at that point, the undelivered URF volume would potentially be reduced. Any undelivered URFs determined to have been spilled are then no longer available for delivery. This spilled volume will then be removed from pending deliveries proportional to the committed quantities of the block of URF water. Contractors who have delivered their committed quantities will not be affected; only those contractors who have not completed their committed deliveries are at risk of losing their URFs.

Uncontrolled Season conditions in a given contract year only affect URF water in the same period, for example, spills in March 2019 would not affect 2018 URF quantities since both the Contract Year and Restoration Year begin March 1.

The Default Flow Schedule for the purposes of the Water Supply Test is defined in the Restoration Flows Guidelines. The pending Restoration Flow Guideline revision (version 2.1) will be issued before the 2019 Contract Year, and will provide further guidance on URFs may be lost during Flood Management Actions.

**EXHIBIT C
PRICING FOR TIER 1 AND TIER 2 URF WATER**

Two price structures will be used for the sale of URFs to Friant Contractors. Sales to third parties may be at a different price and will be set on a current market basis. Two “tiers” will be used. Tier 1 URF water is water that is delivered during Uncontrolled Season or when a flood management action is likely for Millerton Lake Reservoir. Tier 2 URF water is water that is likely to have flexibility in how it is scheduled (i.e. flood management actions are unlikely to occur), although there is no guarantee that Tier 2 water can be scheduled for delivery at all times or carried over to another contract year. Tier 1 and 2 water may both be offered within a contract year.

Tier 1

To be competitive with other types of uncontrolled season water and to optimize reservoir management, Tier 1 URF water will be priced at a discounted rate of \$20. Payment is due upon acceptance of a quantity of URF water, regardless of whether delivery was made. If not delivered immediately, Tier 1 URF water has the risk of being spilled (it is unstorable and has very limited ability to be scheduled into the future). Thus the Tier 1 price includes the risk factor associated with this water and its availability is primarily driven by hydrology.

The pricing for Tier 1 URF water is set at or prior to the beginning of the contract year. Tier 1 URF water price may be reduced at a point later in the contract year at the sole discretion of the Contracting Officer, but will not increase. Whether Tier 1 URFs are available or not is at the discretion of the Contracting Officer.

Table C-1

Tier 1 URF water	\$20.00/acre-foot
------------------	-------------------

Tier 2

The pricing for Tier 2 URF water is set based on the hydrology. Wetter conditions as evidenced by the water year Unimpaired Inflow into Millerton (i.e. “Natural River”) result in a lower price, and vice versa.

Tier 2 URF water has a sliding scale pricing based on the forecasted hydrology. Tier 2 URF water is intended to be distributed when flood management actions are unlikely to occur in the remaining water year, or after flood management actions have brought Millerton Lake Reservoir back under control.

URF Agreement 19-WC-20-5342

The pricing will be set by Reclamation based on the forecasted Unimpaired Inflow into Millerton (i.e. Natural River). This runoff forecast is dynamic, and evolves throughout the water year. Pricing will be set upon release of a block of Tier 2 URF water, and may be revised subsequently, but no later than the first Restoration Flow Allocation made after March 1st.

The runoff forecast used to set the Tier 2 URF pricing will follow the same process as used to determine the Restoration Flow Allocation, as prescribed in the Restoration Flow Guidelines. It may be based on the 90%, 75%, or 50% exceedance depending on the hydrology as dictated by current Restoration Flows Guidelines.

This forecasted value will then be used in the following formula to derive the Tier 2 price:

Table C-2

$\text{Tier 2 URF price per acre foot} = (275,000 / \text{unimpaired inflow in TAF}) - 40$

An example of the above Tier 2 pricing formula applied to different runoff values is shown in Table C-3 below for a range of hydrology:

Table C-3

Unimpaired Inflow into Millerton	Tier 2 Price per Acre-Foot
4400	\$22.50
4200	\$25.48
4000	\$28.75
3800	\$32.37
4000	\$28.75
3600	\$36.39
3400	\$40.88
3200	\$45.94
3000	\$51.67
2800	\$58.21
2600	\$65.77
2400	\$74.58
2200	\$85.00
2000	\$97.50
1800	\$112.78
1600	\$131.88
1400	\$156.43
1200	\$189.17
1000	\$235.00
800	\$303.75
600	\$418.33
400	\$647.50



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: November 13, 2018
AGENDA #: 5.7
STAFF: Michael Camarena, Director of City Services

AGENDA ITEM

TITLE 2010 FEMA DR-1952 Public Assistance (PA) Project Closeout

ACTION Approval of Resolution 18-50

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

COUNCIL OBJECTIVE(S) Live in a safe, clean, comfortable and healthy environment.
Increase our keen sense of identity in a physically connected and involved community.
Nurture attractive residential neighborhoods and business districts.
Dedicate resources to retain a friendly, small-town atmosphere.
Stimulate, attract and retain local businesses.
Advance economic diversity.
Yield a fiscally self-reliant city government while providing effective, basic municipal services.

RECOMMENDATION

Staff recommends Council approve Resolution 18-50

BACKGROUND | ANALYSIS

Between the dates of December 14 and 23, 2010, the Lindsay area experienced 6.87" of rain. This is approximately one half of a seasons worth of rain that fell in 9 days. We experienced overrun storm drains and basins, roof leaks and building damage, extensive debris collection in our storm drain system and asphalt damage in areas of town.

Governor Schwarzenegger declared Tulare County a disaster area and FEMA aid was available to the City. There were 9 claims filed with projects completed by July 2012. The total claim value was \$49,199.20.



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: November 13, 2018
AGENDA #: 5.7
STAFF: Michael Camarena, Director of City Services

The claims were for damages and repairs as well as pumping of storm water from the Sequoia basin onto adjacent open ground.

Resolution 18-50 is the required resolution for the project closeout and designates city staff authorized to execute close out documents. Staff has completed the final inspection report and has submitted to FEMA along with supporting documentation and will forward Resolution 18-50 once approved.

ALTERNATIVES

- Approve Resolution 18-50 as recommended.
- Do not approve Resolution 18-50. Repayment of \$49,199.20 would be required.

BENEFIT TO OR IMPACT ON CITY RESOURCES

The impact and benefit to the City from the heavy rains in December 2010 has been documented. This is the required closeout of funding reimbursement from that rain event.

ENVIRONMENTAL REVIEW

None required

POLICY ISSUES

None at this time

PUBLIC OUTREACH

Posted in the agenda

ATTACHMENTS

- Resolution 18-50



RESOLUTION OF THE CITY OF LINDSAY

NUMBER 18-50

TITLE **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY AUTHORIZING THE DESIGNATION OF APPLICANT'S AGENT FOR NON-STATE AGENCIES.**

MEETING At a regularly scheduled meeting of the City of Lindsay City Council held on October 9, 2018 at 6:00PM at 251 E. Honolulu Street, Lindsay, CA 93247.

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

- SECTION 1. The City Manager or City Services Director is hereby authorized to execute for and on behalf of the City of Lindsay, a public entity, established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.
- SECTION 2. The City of Lindsay, a public entity established under the laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.
- SECTION 3. This Resolution is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below
- SECTION 4. This resolution shall be effective immediately upon its approval and adoption.
- SECTION 5. The Mayor, or presiding officer, is hereby authorized to affix her/his signature to the Resolution signifying its adoption by the City Council of the City of Lindsay, and the City Clerk, or his duly appointed deputy, is directed to attest thereto.



RESOLUTION OF THE CITY OF LINDSAY

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

MEETING DATE	November 13, 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

Mayor

From the League of CA Cities

ACTION ALERT!!

MB Docket No. 05-311 – Cable Franchise Fee Deductions

“Limiting or Eliminating Fair and Appropriate Use of the Public Right-of-Way”

OPPOSE

Background:

The Federal Communications Commission (FCC) released a [Second Further Notice of Proposed Rulemaking, MB Docket No. 05-31](#), that would allow cable companies to deduct the fair market value for a wide range of public benefits from their franchise fee obligations, namely public, educational, and government (PEG) channel capacity and transmission. Public comments are due Wednesday, November 14, 2018 by 9pm PST.

In 2006, California passed the Digital Infrastructure and Video Competition Act, which streamlined the deployment of cable services by making the California Public Utilities Commission (CPUC) the sole franchising authority in the state and preserved many of the provisions commonly found in local franchise ordinances. It was the intent of the state legislature to streamline deployment while keeping local government revenues intact, ensuring that local public rights-of-way remained under control of cities and counties, and that a sufficient amount of capacity on cable networks was preserved for public, educational, and government (PEG) access channels.

Unfortunately, while the FCC would normally exempt from their Orders states with a centralized franchising authority that have preserved such policies, this FNPRM provides no such exemption, threatening to undermine such priorities in your city.

ACTION:

Public Comments Due Wednesday, November 14 at 9pm PST.

Submit Your Comments with the FCC (see link below) and call your Senator and Representative to urge their OPPOSITION to the FCC’s Cable Franchise Fee Proposal, which threatens local PEG services, franchise fee revenues, and local discretion over cable and non-cable facilities.

Submit your letter or comments directly with the FCC electronically, here:

<https://www.fcc.gov/ecfs/filings>

You can find your Representative’s contact information here:

<https://www.house.gov/representatives/find/>

Talking Points:

- By allowing cable companies to deduct the “fair market value” of PEG channel capacity and transmission from their franchise fee obligations, the FCC’s proposed rulemaking would:

- Threaten to limit or eliminate public, educational, and government access channels all meant to better help inform and empower the public;
 - Severely reduce franchise fee revenues, revenues for cable companies to use the public right-of-way, for the City of Lindsay
- In fact, in the City of Lindsay, franchise fees generate \$102,000 annually, which pays for a public safety officer and constitutes 2% of our General Fund Budget.
 - While the limitations or possible elimination of PEG services alone are problematic, this proposed rulemaking would also prohibit local governments from regulating the facilities and equipment used by cable operators in the provision of non-cable services, such as wireless communications services.
 - In California, cities, including the City of Lindsay, overwhelmingly opposed these sorts of efforts coming from both the cable and telecommunications industry that attack the responsibility of local governments to protect the public health and safety of their own communities.
 - Under this proposal, cable companies could potentially install “small wireless facilities” with little to no public input, without having to meet any aesthetic or equipment size requirements aimed to mitigate blight and preserve community character.
 - In the end, our residents stand to lose most in terms of the public benefits they receive and the input they can provide for facilities installed in their own backyards.
 - The FCC should instead consider ways that cable operators can: improve their services, help close digital divides, and expand deployment to rural and lower income communities.
 - Unfortunately, this FRNPRM continues a recent pattern of lowering standards and public responsibility for the communications industry as a whole.
 - **We urge you to OPPOSE the FCC’s proposed rulemaking, MB Docket No. 05-311, which would deteriorate PEG services and the fair use of the public right-of-way.**



City of Lindsay

P.O. Box 369 - Lindsay, California 93247 - 251 Honolulu Street



November 13, 2018

VIA ELECTRONIC FILING

<https://www.fcc.gov/ecfs/filings>

Chairman Ajit Pai
Commissioner Michael O’Rielly
Commissioner Brendan Carr
Commissioner Jessica Rosenworcel
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

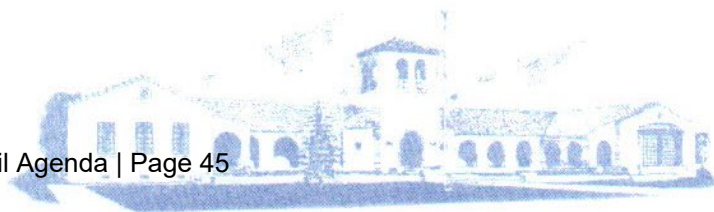
RE: MB Docket No. 05-311. Second Further Notice of Proposed Rulemaking. Implementation of Section 621(a)(1) of the Cable Communications Policy Act of 1984 as Amended by the Cable Television Consumer Protection and Competition Act of 1992.

Honorable Chairman Pai and Commissioners O’Rielly, Carr, and Rosenworcel:

The City of Lindsay is strongly opposed to the Further Notice of Proposed Rulemaking (FNPRM), which proposes to allow cable companies to deduct the fair market value for a wide range of public benefits from their franchise fee obligations, namely public, educational, and government (PEG) channel capacity and transmission.

In 2006, California passed the Digital Infrastructure and Video Competition Act, which streamlined the deployment of cable services by making the California Public Utilities Commission (CPUC) the sole franchising authority in the state and preserved many of the provisions commonly found in local franchise ordinances. It was the intent of the state legislature to streamline deployment while keeping local government revenues intact, ensuring that local public rights-of-way remained under control of cities and counties, and that a sufficient amount of capacity on cable networks was preserved for public, educational, and government (PEG) access channels.

Unfortunately, while the FCC would normally exempt from their Orders states with a centralized franchising authority that have preserved such policies, this FNPRM provides no such exemption, threatening to undermine such priorities. As proposed, the FNPRMs broad definition of all “cable-



related, in-kind contributions” other than PEG capital costs and build out requirements could be treated as “franchise fees,” meaning:

- Cable operators currently paying the typical five percent franchise fee permitted by federal law will be able to reduce their current franchise fee payment by the fair market value of all in-kind contributions, with the exception of PEG capital costs required by the franchise associated with the construction of PEG access facilities and build out requirements.
- There will be significant reductions in cable franchise fees, depending on how the “fair market” value for PEG capacity and transmission is calculated within any given jurisdiction.
- PEG programming would be severely limited, if not altogether eliminated in some or most jurisdictions.

PEG programming offers a host of community benefits, including public access channels, educational access channels, and government access channels all aimed at providing locally beneficial information. Public access channels are available for use by the general public, usually created by a diverse variety of individuals, groups, and organizations within a community that is non-commercial in nature and generally free from editorial oversight. Educational channels are typically dedicated for learning institutions, such as local schools, colleges, and/or universities for school related activities, fully televised courses of instruction, and other educational purposes. Government access channels are often the easiest and best ways for the local governments to be transparent, often televising city, county, school district, and other government meetings or live local election returns, town hall meetings, public debates, and other public policy topics. In fact, in the City of Lindsay PEG has been utilized to share audio minutes of City Council Meeting with its residents.

The “fair market value” of such services may be impossible to discern and would likely be a source of litigation between cable operators and local governments. It is important to note that the City of Lindsay receives annually \$102,000 in Franchise fees, which pays for one of its public safety officers. With Lindsay’s budget constraints, this important revenue stream constitutes 2% of its General Fund Budget. Most regrettably, however, is that this FNPRM threatens to limit or eliminate public, educational, and government access channels all meant to better help inform and empower the public. The potential loss of this public benefit alone should be concerning enough for the FCC to reject this FNPRM. Unfortunately, the FNPRM further threatens the use of local right of ways for non-cable related purposes as well.

The FNPRM also proposes to prohibit local governments from regulating the facilities and equipment used by cable operators in the provision of non-cable services, such as wireless communications services. If preempted from regulating these installations outside the franchise (since these franchises do not generally address the use of rights of way for non-cable facilities), local governments may lose their authority to manage a cable company’s deployment of non-



cable facilities, such as “small cells.” This preemption would threaten to extend to fees for use of the rights of way, meaning:

- Cable companies can use local rights of way for any purpose, regardless of the terms of the franchise, and avoid having to pay fair compensation to the local government for the use of publicly funded assets in the rights of way.
- Cable companies could potentially install “small wireless facilities” with little to no public input, without having to meet any aesthetic or equipment size requirements aimed to mitigate blight and preserve community character.
- Cable companies would gain a significant advantage against their competitors, including telecommunications providers even though the FCC has just adopted an order lowering their deployment standards, resulting in a race-to-the-bottom deployment strategy for both cable and telecommunications companies.

Fair and appropriate use of the public right-of-way is the fundamental policy principle for the imposition of a cable franchise fee and any other reasonable conditions required to preserve the character of each community. While the cable and telecommunications industry continue to attack the responsibility of local governments to protect the public health and safety of their own communities, our residents stand to lose the most in terms of the public benefits they receive and the input they can provide for facilities installed in their own backyards. The FCC should instead consider ways that cable operators can: improve their services, help close digital divides, and expand deployment to rural and lower income communities. Unfortunately, this FRNPRM continues a recent pattern of lowering standards and public responsibility for the communications industry as a whole.

For these reasons, the City of Lindsay **opposes** the FNPRM and respectfully urges the FCC to reject the deterioration of PEG services and fair use of the public right-of-way.

Sincerely,

MAYOR
CITY OF LINDSAY

cc: The Honorable Devin Nunes
Raj Rakkar, Regional Public Affairs Manager, rrakkar@cacities.org
Meg Desmond, League of California Cities, CityLetters@cacities.org





STAFF REPORT

TO: CITY COUNCIL OF THE CITY OF LINDSAY, CALIFORNIA
DATE: November 13, 2018
AGENDA #: 5.9
FROM: William Zigler, City Manager

AGENDA ITEM

<i>TITLE</i>	Agreement for City Planning Services Between The City of Lindsay and Quad Knopf, Inc. dba QK
<i>ACTION</i>	Authorize City Manager to execute agreement.
<i>PURPOSE</i>	Statutory/Contractual Requirement
<i>OBJECTIVE(S)</i>	<ul style="list-style-type: none">• 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.• Yield a fiscally self-reliant city government while providing effective, basic municipal services.

RECOMMENDATION

Staff respectfully recommends the City Council authorize the City Manager to execute agreement with QK for Planning Services.

BACKGROUND | ANALYSIS

With the departure of the Assistant City Planner earlier this year, the City Manager has functioned as the planning department. This organizational dependency does not support the Council's objectives.

Staff reviewed the demands on the planning service to determine whether a part-time planner or outsourced function would be best. Staff determined outsourcing the planning services provided the best financial advantage to the City will guaranteeing professional services to the community.

The City issued an RFP for planning services. Of the qualified respondents, QK presented the best option based on expertise and cost.

ALTERNATIVES

- Authorize the City Manager to execute contract with QK for planning services.
 - Do not authorize the City Manager to execute the contract
 - Provide Staff with direction.
-



STAFF REPORT

TO: CITY COUNCIL OF THE CITY OF LINDSAY, CALIFORNIA
DATE: November 13, 2018
AGENDA #: 5.9
FROM: William Zigler, City Manager

BENEFIT TO OR IMPACT ON CITY RESOURCES

The one-year contract with optional one-year extensions gives the City the greatest flexibility with the service while managing the cost. QK is an existing vendor with the City, so the City is directly acquainted with QK's professional services and work quality.

PUBLIC OUTREACH

Conducted RFP for Planning Services

ATTACHMENTS

- Contract for Planning Services

**AGREEMENT FOR CITY PLANNING SERVICES
BETWEEN
THE CITY OF LINDSAY AND
QUAD KNOPF, INC. dba QK**

THIS AGREEMENT for consulting services is made by and between the City of Lindsay (“City”) and Quad Knopf, Inc. dba QK, (“Consultant”) (together referred to as the “Parties”) as of _____, 2018 (the “Effective Date”).

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the Planning Services described in the Scope of Work attached as Exhibit “A”, and incorporated herein, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit “A”, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall remain in effect until _____, 20____. Thereafter, said agreement is hereby authorized to be extended for successive one-year terms unless and until written notice to the contrary is given by the City or by the Consultant. However, this clause shall not be construed to affect the rights of the City or the Consultant to terminate the Agreement in accord with Section 7. Consultant shall complete the work described in Exhibit “A”, unless the term of the Agreement is otherwise terminated, as provided for in Section 7.
- 1.2 **Standard of Care.** Consultant shall perform all services required pursuant to this Agreement in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform the services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

The following personnel shall be designated:

Contract Manager	Steve Brandt
City Planner	Kira Noguera
Assistant City Planner	Jessica Bispels

- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant’s obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant the hourly rates described in Exhibit "B" attached for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's fee schedule, attached as Exhibit "B", regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein.

- 2.1 Invoices.** Consultant shall submit invoices, not more often than every four (4) weeks during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:
- 2.1.1 The beginning and ending dates of the billing period;
 - 2.1.2 For a time and materials task, the total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder. For each work item in each task, a copy of the applicable time entries shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
 - 2.1.3 For a fixed fee task, Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- 2.2 Monthly Payment.** Consultant shall submit monthly invoices, based on services satisfactorily performed, and for authorized reimbursable costs incurred. Upon receipt of such invoice, the City shall have 15 calendar days to review the invoice and to notify Consultant of any discrepancies that the City believes may exist in said invoice. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.
- 2.3 Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached as Exhibit "B". Fees shall be reviewed annually on or after January 1 of each calendar year beginning, January 1, 2020, and may be adjusted upon the written mutual consent of both parties hereto.
- 2.4 Reimbursable Expenses.** Reimbursable expenses shall be billed per the rates described in Exhibit "B". Reimbursable expenses shall be reviewed annually on or after January 1 of each calendar year, beginning January 1, 2020, and may be adjusted upon the written mutual consent of both parties hereto.
- 2.5 Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.6 Payment upon Termination. In the event that the City or Consultant terminates this Agreement pursuant to Section 7, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.7 Authorization to Perform Services. The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the City.

Section 3. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

3.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 per accident.

3.2 Commercial General and Automobile Liability Insurance.

3.2.1 General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

3.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an “occurrence” basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

3.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. City, its officers, officials, and employees, are to be covered as additional insured as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant
- c. For any claims related to this Agreement or the work hereunder, the Consultant’s insurance covered shall be primary insurance as respects the City, its officers, officials, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, or employees shall be excess of the Consultant’s insurance and shall not contribute with it.
- d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after prior written notice has been provided to the City per standard ISO ACORD form wording.

3.3 Professional Liability Insurance.

3.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000 per claim and \$2,000,000 aggregate covering the licensed professionals’ errors and omissions.

3.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

- b. Insurance must be maintained and evidence of insurance must be provided for at least two years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of two years after completion of work under this Agreement.

3.4 All Policies Requirements.

3.4.1 Acceptability of insurers. All insurance required by this Section is to be placed with insurers with a Bests' rating of no less than A:VII.

3.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Consultant shall furnish City with certificates of insurance evidencing required policies delivered to Consultant by the insurer, including complete copies of all endorsements attached to those certificates. If the City does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them.

3.4.3 Waiver of Subrogation. With respect to Commercial General and Auto Liability insurance coverage only, Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

3.4.4 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Section 4. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES. Consultant shall indemnify, and hold harmless City and its officers, officials, employees, and authorized agents from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") to the extent caused by Consultant's negligent acts, errors, omissions or willful misconduct in its performance of the Services, except such Liability caused by the negligence or willful misconduct of City.

Neither party to this Agreement shall be liable to the other party or any third party claiming through the other respective party, for any special, incidental, indirect, punitive, liquidated, delay or consequential damages of any kind including but not limited to lost profits or use

of property, facilities or resources, that may result from this Agreement, or out of any goods or services furnished hereunder.

Section 5. STATUS OF CONSULTANT.

- 5.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 5.2 **Consultant not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 6. LEGAL REQUIREMENTS.

- 6.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 6.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 6.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 6.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

6.5 Nondiscrimination and Equal Opportunity. Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract required in the performance of this agreement.

Section 7. TERMINATION AND MODIFICATION.

7.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination.

7.2 Amendments. The parties may amend this Agreement only in writing and signed by all the parties.

7.3 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein without prior written approval of the City.

7.4 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

Section 8. KEEPING AND STATUS OF RECORDS.

- 8.1 Records Created as Part of Consultant's Performance.** The work and all records relating to it, including, without limitation, all drawings, specifications, reports, summaries, samples, photographs, memoranda, notes, calculations, and other documents developed by Consultant during the period of performance of this agreement is work product and shall be deemed to be the property of Consultant and City for their individual or joint use. A copy of such information will be provided to the City as requested by the City. Any reuse by City without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant.
- 8.2 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 8.3 Inspection and Audit of Records.** Any records or documents that Section 8.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 9 MISCELLANEOUS PROVISIONS.

- 9.1 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Tulare or in the United States District Court for the Eastern District of California.
- 9.2 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 9.3 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 9.4 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

- 9.5 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

It is understood and agreed that as Consultant, Quad Knopf shall not undertake work for private clients, except for services that have no relationship to any area of the City's jurisdiction or discretionary authority, within the corporate limits or immediate area of influence of the City throughout the duration of this Agreement. Should any of Quad Knopf's clients for projects in other geographic areas undertake work within the City's jurisdiction or discretionary authority, Quad Knopf shall advise the City. In such cases, at the City's sole election, City may obtain replacement City Planning Services to review, inspect and approve such developments in order to avoid an actual or the appearance of conflict. If desired by City, Quad Knopf will assist City in such replacement effort.

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

- 9.6 Project Representation.** Consultant and City shall each designate in writing within ten (10) days from the date of execution of this agreement a representative who shall be responsible for coordinating the efforts of their respective party with regard to the performance of the work as set forth under this Agreement. Representation may be changed upon the mutual agreement of the City and Consultant.

- 9.7 Responsibilities of City.** The City shall:

- 9.7.1** City to provide on-site planner with a Workspace, Computer with access to City's network, and City email address
- 9.7.2** Provide full information as to requirements for work performed under this Agreement.
- 9.7.3** Assist Consultant by placing at his disposal available information pertinent to the work performed including previous reports and other data; all of which Consultant may rely upon in performing the services agreed upon.
- 9.7.4** Guarantee access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services.
- 9.7.5** Except when determined not to be in the City's best interest, utilize the services of the Consultant for all of those professional services described in Exhibit “A” attached hereto.

9.8 Solicitation. Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

9.9 Notices. Any written notice to Consultant shall be sent to:

*Janel Freeman
Chief Financial Officer
P.O. Box 3699
Visalia, CA 93278
janelf@quadknopf.com*

Any written notice to City shall be sent to:

*William Zigler, City Manager
City of Lindsay
251 E. Honolulu Street
Lindsay, CA 93247*

9.10 Integration. This Agreement, including the scope of work and fee schedule attached hereto and incorporated herein as Exhibits “A” and “B”, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit “A” Scope of Services
Exhibit “B” Fee Schedule

9.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The Parties have executed this Agreement as of the Effective Date.

CITY OF LINDSAY

QUAD KNOPF, INC. dba QK

**BY: William Zigler
TITLE: City Manager**

**BY: Janel Freeman
TITLE: Chief Financial Officer**

**EXHIBIT A
SCOPE OF SERVICES
ON-CALL PROFESSIONAL SERVICES**

Scope of Services

Professional services to be performed Consultant on an as-needed basis as provided herein may include, but are not limited to:

Core Planning Services

- Answer questions and issue administrative planning permits at the planning counter, while providing guidance, advice, training, and direction on planning and zoning issues and questions.
- Interpret Lindsay's planning and zoning laws, policies, and ordinances.
- Prepare staff reports for discretionary planning projects that need City Council approval.
- Serve as City Planner and CEQA Environmental Coordinator.
- Process planning-related map requests, including Lot Line Adjustments/Lot Mergers, Tentative & Final Parcel Maps and Tentative and Final Subdivision Maps.
- Process dedications/conveyances of land, both to and from the City.
- Provide GIS analysis and mapping services.
- Provide other planning-related services requested by the City.

QK Planning services to the City shall be provided by the Assistant Planner whenever possible as a cost controlling measure. QK and the City shall consult whenever a higher level of qualification is needed/recommended on a project-by-project basis. It is imperative that planning costs be controlled to the greatest extent possible.

Additional Optional Services as Needed

Comprehensive and Environmental Planning

- General Plans
- Comprehensive and Specific Plans
- Master Planning
- CEQA and NEPA compliance
- Housing Studies
- Zoning Ordinances
- Fee Studies

Landscape Architecture

- City and Regional Master Plans
- Open Space/Recreation Area/Park Plans and Design
- Pedestrian Circulation Master Plans and Design
- Color Graphic renderings

Biology & Environmental Services

- Plant and Wildlife Species Surveys
- Ecosystem Evaluations
- Wetland Delineations
- Local, State and Federal Agency Permitting
- Revegetation Planning and Monitoring
- Construction Monitoring

Additional Services

Consultant shall be compensated by City for additional services provided by Consultant as requested in writing by City in accordance with the Hourly Rate Schedule in effect at the time of performance of the additional services and subject to any maximum amount mutually agreed to in writing.

**EXHIBIT B
FEE SCHEDULE**

Fees shall be reviewed annually on or after January 1 of each calendar year, beginning January 1, 2020, and may be adjusted upon the written mutual consent of both parties hereto.

See Attached Charge Rate Schedule



Cost Proposal

2018/2019 Charge Rates – Planning Services

The effective hourly rates for persons that may provide services are estimated as follows:

Billing Title	Planner Name	Hourly Rate
Core Team		
Principal Planner	Steve Brandt, AICP	\$157
Senior Planner	Kira Noguera	\$142
Assistant Planner	Jessica Bispels	\$77
Speciality Support (As-Needed)		
Principal Planner	Jaymie Brauer	\$157
Principal Planner	Chris Mynk, AICP	\$157
Senior Planner	Ginger White, AICP	\$142
Senior Planner	Jerome Keene, AICP	\$142
Senior Planner	Mike Ratajski	\$142
Assistant Planner	Connor McKay	\$77
Senior Landscape Architect	Dan Garver, LLA	\$142
Project Administrator	Varies	\$88

Additional QK staff may be required to prepare materials either for the individuals identified above or directly for City staff from time to time. Time spent by these individuals will be billed to the City in accordance with the fee schedule on the following page.

Rates are effective through December 31, 2019. If contract assignment extends beyond that date, a new rate schedule may be added to the contract. We will provide monthly reporting of charges with invoices so that the City can monitor the amounts expended.

Direct charges as needed, such as parcel post, printing and reproduction, will be billed at cost plus fifteen percent (15%). Transportation expenses from QK's offices to Lindsay will be billed at \$0.63/mile.



2018 Charge Rate Schedule	
Technical Services	
Project Assistant	\$66 /hour
Project Administrator	\$88 /hour
Assistant CADD Technician/Designer /GIS Technician	\$83 /hour
Associate CADD Technician/Designer /GIS Analyst	\$97 /hour
Senior Associate CADD Technician/Designer/ GIS Analyst	\$112 /hour
Senior CADD Technician/Designer /GIS Analyst	\$127 /hour
Professional Services	
Engineering	
Assistant Engineer	\$110 /hour
Associate Engineer	\$133 /hour
Senior Associate Engineer	\$156 /hour
Senior Engineer	\$180 /hour
Principal Engineer	\$199 /hour
Planning/Environmental/Landscape Architecture	
Assistant Planner/Environmental Scientist	\$77 /hour
Associate Planner/Environmental Scientist	\$97 /hour
Senior Associate Planner/Environmental Scientist	\$121 /hour
Senior Planner/Environmental Scientist/Landscape Architect	\$142 /hour
Principal Planner/Environmental Scientist	\$157 /hour
Senior Principal Planner/Environmental Scientist	\$187 /hour
Construction and Project Management	
Field Construction Observer	\$99 /hour
Associate Field Construction Observer	\$118 /hour
Senior Field Construction Observer	\$138 /hour
Assistant Construction Manager	\$110 /hour
Associate Construction Manager	\$129 /hour
Project Manager	\$133 /hour
Senior Associate Construction/Project Manager	\$148 /hour
Senior Construction/Project Manager	\$165 /hour
Principal Project Manager	\$180 /hour
Surveying	
Assistant Surveyor	\$97 /hour
Associate Surveyor	\$110 /hour
Senior Associate Surveyor	\$133 /hour
Senior Surveyor	\$156 /hour
One-Person Survey Crew	\$121 /hour
Two-Person Survey Crew	\$198 /hour
Three-Person Survey Crew	\$240 /hour

Fees are based on the median hourly pay rate for employees in each classification, plus indirect costs, overhead, and profit.

Expenses:

Plotting, In-house Printing and Reproduction, Equipment Rentals, Laboratory Analyses	1.15 x Cost
Transportation and per diem	1.15 x Cost
Mileage	\$0.63/mile
Off-road vehicles	\$50.00/day
Communication expenses (telephone, parcel post, etc.)	1.15 x Cost
Other Expenses – Including Subconsultants & Purchased Services through Subcontracts	1.15 x Cost

Rates are effective through December 31, 2018. If contract assignment extends beyond that date, a new rate schedule may be added to the contract. Litigation support will be billed at \$300 per hour. Rates based on “Prevailing Wage” (PW) for Construction Surveying will be determined by project and County per California law.



RULES FOR CITY OF LINDSAY PUBLIC HEARING PROCEDURES

1. OPENING

Mayor opens the public hearing.

2. ARGUMENTS

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

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

3. REBUTTALS

Proponents and Opponents are permitted to offer rebuttals.

4. COUNCIL QUESTIONS

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

5. CLOSING

Mayor closes the Public Hearing

Council discusses the subject of the public hearing

Council members make a motion, if necessary

Council votes



STAFF REPORT

TO: CITY COUNCIL OF THE CITY OF LINDSAY, CALIFORNIA
DATE: November 13, 2018
AGENDA #: 6
FROM: Lieutenant Nave

AGENDA ITEM

<i>TITLE</i>	S.L.E.S.F. Grant Award and Resolution 18-46
<i>ACTION</i>	Conduct public hearing and pass resolution 18-46.
<i>PURPOSE</i>	Statutory/Contractual Requirement
<i>OBJECTIVE(S)</i>	<ul style="list-style-type: none">• Live in a safe, clean, comfortable and healthy environment.• Dedicate resources to retain a friendly, small-town atmosphere.• Yield a fiscally self-reliant city government while providing effective, basic municipal services.

RECOMMENDATION

Staff respectfully recommends passage of Resolution 18-45 Accepting SLESF grant award as part of the Citizen's Options for Public Safety (COPS) program and authorization to expend the \$100,000 Fiscal Year 2018-2019 grant funds in accordance with the grant requirements.

BACKGROUND | ANALYSIS

The California State Legislature passed legislation that allocates State funds to local governments for ensuring public safety. The program entitled Citizen's Options for Public Safety (COPS) was initiated through Assembly Bill 3229 in 1996. The current legislature has confidence that the program will continue, and they encourage agencies to use these funds to hire and maintain public safety personnel. COPS funds are allocated to individual government agencies through their respective county governments and the amount allocated is based upon the population they serve. Accordingly, the funds allocated for the City of Lindsay in 2018-2019 total \$100,000. The funds are appropriated and acted upon by the City Council at a public meeting.

The legislature requires the City to submit written proof that such a meeting occurred as well as a resolution establishing a Supplemental Law Enforcement Services Fund (SLESF) for deposit of the funds. Staff recommends the City Council adopt Resolution No. 18-46 approving the use of \$100,000 in COPS funds to continue funding one police officer position and a portion of one community services officer.



STAFF REPORT

TO: CITY COUNCIL OF THE CITY OF LINDSAY, CALIFORNIA
DATE: November 13, 2018
AGENDA #: 6
FROM: Lieutenant Nave

ALTERNATIVES

- Accept Grant Award
- Reject Grant Award

BENEFIT TO OR IMPACT ON CITY RESOURCES

Accepting the grant reduces demands on the General Fund and increases the Public Safety Department's ability to serve and protect the community.

ENVIRONMENTAL REVIEW

Not applicable

POLICY ISSUES

None.

PUBLIC OUTREACH

Public Hearing Notice posted in Porterville Recorder at least 10 days prior to Public Hearing

ATTACHMENTS

- Resolution 18-46



RESOLUTION OF THE CITY OF LINDSAY

NUMBER 18-46

TITLE **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY ACCEPTING THE SLESF GRANT AWARD AND AUTHORIZING AN EXPENDITURE OF \$100,000 FROM THE FISCAL 2018/2019 GRANT FUND.**

MEETING At a regularly scheduled meeting of the City of Lindsay City Council held on November 13, 2018 at 6:00PM at 251 E. Honolulu Street, Lindsay, CA 93247.

WHEREAS, The City Council of the City of Lindsay, after ten (10) days published notice did hold a public hearing on November 13, 2018.

WHEREAS, The Department of Public Safety will be receiving \$100,000.00 in Supplemental Law Enforcement Services Funding (SLESF) for the 2018-2019 budget year.

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

- a. Salary and Benefits for (1) Police Officer \$ 86,004.00
 - b. A portion of salary and benefits for (1) CSO \$ 13,996.00
- TOTAL \$100,000.00

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

- SECTION 1. The expenditure of \$100,000.00 from the fiscal 2018-2019 SLESF Grant funds is hereby approved.
- SECTION 2. The City Manager to execute, the application, any amendments thereto and all other forms, documents and matters pertaining to this application, on behalf of the City of Lindsay.
- SECTION 3. This resolution shall be effective immediately upon its approval and adoption.
- SECTION 4. The Mayor, or presiding officer, is hereby authorized to affix her/his signature to the Resolution signifying its adoption by the City Council of the City of Lindsay, and the City Clerk, or his duly appointed deputy, is directed to attest thereto.

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

MEETING DATE	November 13, 2018
MOTION	
2 nd MOTION	



RESOLUTION OF THE CITY OF LINDSAY

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

Mayor