



LINDSAY CITY COUNCIL MEETING: REGULAR MEETING

251 E. Honolulu St., Lindsay, CA 93247

Tuesday, May 28, 2019 @ 6:00PM

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CALL TO ORDER:	6:00pm
ROLL CALL:	Council Members Sanchez, Flores, Watson, Mayor Pro Tem Cortes & Mayor Kimball
PLEDGE:	Council Member Watson
INVOCATION:	To Be Announced

Item 0: Public Comment

The public is invited to comment on any subject under the jurisdiction of the Lindsay City Council, including agenda items, other than noticed public hearings. Speakers shall be limited to three minutes. Unless otherwise indicated by the Mayor, Public Comment period will end after 30 minutes. Blank speaker cards are on the back table. Give the completed speaker card to the Clerk before standing at the podium. Speakers should clearly state their name before they begin.

Item 1: Council Reports

City Council Members report on recent or upcoming events

Item 2: LHS Student Representative Report

Student reports on recent or upcoming events

Item 3: Staff Report

City Manager or designee reports on recent or upcoming events

Item 4: Consent Calendar

[Roll Call Vote] Routine items approved in one motion unless item is pulled for discussion
Pages 1-48

1. City Council meeting minutes from May 14, 2019
2. Warrant list for May 7, 2019 through May 22, 2019
3. Resolution 19-25 to authorize agreement with TCAG for funds for land purchase for future transit center.
4. Resolution 19-26 to affirm City Manager's authority to sign the memorandum of understanding between the City of Lindsay and the Lindsay Public Safety Officers Association (LPOA)
5. Authorize City Manager to complete and return questionnaire for Prop 68 Program for per capita park grant funds from the state.
6. Authorize City Manager to execute an agreement for a school resource officer with Lindsay Unified School District for 2019-2020 school year.
7. Resolution 19-27 to establish tax rates for cannabis retail.
8. Resolution 19-30 supporting balanced energy solutions and maintaining local control of energy solutions.

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 5: Resolution 19-28 Appoint Delegate to Two-Year Term on Citizen Oversight Committee
[Roll Call Vote] Presented by City Manager Zigler
Pages 49-51
-
- Item 6: Resolution 19-29 Supporting the California Department of Parks and Recreation Proposition 68 Competitive Grant Application; Olive Bowl and Kaku Park
[Roll Call Vote] Presented by City Services Director Camarena
Pages 52-56
-
- Item 7: Approval of Increasing Budgeted Expenses in the Local Transportation Fund to Match a Greater-Than-Expected Allocation in FY 2018-2019
[Minute Order] Presented by City Services Director Camarena
Pages 57-58
-
- Item 8: Update on and Approval of Streets Program Construction Methods
[Minute Order] Presented by City Services Director Camarena
Pages 59-60
-
- Item 9: Requests for Future Agenda Items
[Minute Order] Presented by Councilmembers
-
- Item 10: Executive (Closed) Session
None
-
- Item 11: Adjourn
The next regular Lindsay City Council meeting will be held in the City Council Chambers at 251 E. Honolulu Street in Lindsay, California beginning at 6:00PM on June 14, 2019.
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LINDSAY CITY COUNCIL MEETING: REGULAR MEETING

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Tuesday, May 14, 2019 @ 6:00PM

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CALL TO ORDER:	6:00pm
ROLL CALL:	Council Members Sanchez, Flores, Watson, Mayor Pro Tem Cortes & Mayor Kimball – all present
PLEDGE:	Mayor Kimball
INVOCATION:	To Be Announced

Item 0: Public Comment

- Eric Sinclair – Expressed his desires for money to come to the City. Preparing to run for Council.
- Merci Herrera – Expressed her disagreement with a raise for the City Manager. Expressed concerns about the Friday Night Market.

Item 1: Council Reports

City Council Members report on recent or upcoming events

- Flores – Has visited the Friday Night Market. The City and City Council have given guidance to the Market. Shared her hope for the best.
- Watson – Expressed appreciation for those who share thoughts during public comment. Commented on the Kiwanis' Clubs interest in supporting parks projects. Met with the school district about a partnership to help enhance the park options in Lindsay. Looking at park options on the east side of Lindsay.
- Sanchez – Shared comments about the Friday Night Market. A co-worker shared a positive experience with the Public Safety helping them. Praised public safety staff.
- Cortes – Shared an update on meeting with various stakeholders of the Lindsay Sports Complex, which has improved communication. Encouraged people to come to the Wellness Center and to explore what is happening there. First Communion is on May 25, with many people participating.
- Kimball – Shared concerns about and health risks associated with vaping. Will work with the school district to help students avoid it.

Item 2: LHS Student Representative Report

Student reports on recent or upcoming events

- McCall – shared updates on school events, including a BBQ to recognize students who are going on to college, military or trade schools. Prom is coming up this Saturday. Shared sports update.

Item 3: Staff Report

City Manager or designee reports on recent or upcoming events

- Camarena – shared news of many activities going on at the Wellness Center and in the Aquatic Center. Skimmers begin on May 30th. Swim lesson registrations indicate a very successful year. Kayaking class will be 5/18 and 5/25. Staff will bring an update on Olive Bowl and Kaku Park to the next Council meeting. People at the market will be able to vote on park needs, preferably Lindsay residents, to help strengthen the City's grant application. Public Health Advocates will be conducting the interviews. Many of the local schools and some distant schools will be using the pool for year end parties. The City has

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dramatically reduced its groundwater use (62.5% reduction). Two notifications will come out in July for water – consumer confidence and DBP notices, both are required by the State. Frontier will move the pedestal at the roundabout on June 15. They will operate at night-time only. LED street lights are now all installed.

- Cortes – asked about street projects.
- Camarena – the City is preparing RFP documents for many street projects that will start in late June.
- Kimball – asked about the reason Frontier’s delay in moving its pedestal.
- Camarena – informed Council of communication challenges within Frontier.

Item 4: Consent Calendar

[Roll Call Vote] Routine items approved in one motion unless item is pulled for discussion
 Pages 1-45

1. Minutes from April 23, 2019
2. Warrant List for May 6, 2019
3. Treasurer’s Report for April 30, 2019
4. Resolution 19-22 RSTP Funds
5. Resolution 19-23 LTF Claim
6. Resolution 19-24 Indemnification and Insurance Requirements Update
7. T.U.P 19-12 for Boulevard Nights Car Show

Motion: Approve consent calendar

1 st	2 nd	Flores	Sanchez	Watson	Cortes	Kimball	Result
Sanchez	Cortes	Yes	Yes	Yes	Yes	Yes	5-0 Approved

Item 5: T.U.P. for Summer Night Lights

[Minute Order] Presented by Wellness Supervisor, Davis
 Pages 46-52

- Lisa Davis – presented the events coming during the Summer Night Lights, including the Color Run with a live band and lots of fun activities. The Kern State Prison will help sponsor the event again this year. Kids Day, Open Swim and Late Skate will be great events this summer as well. Each event will have booths for activities and education.

Motion: Approve TUP for Summer Night Lights

1 st	2 nd	Result
Cortes	Watson	5-0 Approved

Item 6: Second Reading of Ordinance 572 – Amending Ch. 18 of the Lindsay Municipal Code Allowing for Cannabis Related Businesses in Permitted Zones with a Conditional Use Permit and Amending Other Used Within IH Zoning Code

[Roll Call Vote] Presented by Director of Finance, Harmon
 Pages 53-62

- Harmon – presented Ordinance’s 2nd Reading

Motion: Declare 2nd reading ordinance 572 (as titled) and waived reading in full

1 st	2 nd	Flores	Sanchez	Watson	Cortes	Kimball	Result
Flores	Sanchez	Yes	Yes	Yes	Yes	No	4-1 Approved



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Item 7: Second Reading of Ordinance 573 – Amending Ch. 5.28 of the Lindsay Municipal Code Allowing Cannabis Businesses and Establishing Permitted Procedures and Regulations

[Roll Call Vote] Presented by Director of Finance, Harmon
Pages 63-83

Motion: Declare 2nd reading of ordinance 573 (as titled) and waived reading in full

1 st	2 nd	Flores	Sanchez	Watson	Cortes	Kimball	Result
Cortes	Watson	Yes	Yes	Yes	Yes	No	4-1 Approved

Item 8: Requests for Future Agenda Items

[Minute Order] Presented by Councilmembers

- None

Item 9: Executive (Closed) Session

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (pursuant to Government Code Section 54956.8)

Property: APN's: 205-283-001 & 010.

Agency negotiator: William Zigler, City Manager (absent) and Bret Harmon, Director of Finance (designee)

Negotiating parties: City of Lindsay and Kern Ridge Growers, LLC.

Under negotiation: Price and Terms

2. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION (pursuant to Government Code Section 54956.9)

Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 1 Case

3. CONFERENCE WITH LABOR NEGOTIATORS (pursuant to Government Code Section 54957.6)

Agency designated representatives: Bret Harmon, Director of Finance

Employee organization: Lindsay Police Officers Association (LPOA)

4. CONFERENCE WITH LABOR NEGOTIATORS (pursuant to Government Code Section 54957.6)

Agency designated representatives: Mayor Kimball and Bret Harmon, Director of Finance

Unrepresented employee: City Manager

- Nothing to Report

Item 10: Discussion & Possible Approval of Employment Agreement with William Zigler as City Manager (Will Be Provided at the Meeting)

[Roll Call Vote] Presented by Lindsay City Attorney

Motion: Not give City Manager a raise

1 st	2 nd	Flores	Sanchez	Watson	Cortes	Kimball	Result
Flores	Sanchez	Yes	Yes	Yes	Yes	No	4-1 Approved

Item 11: Adjourn

The next regular Lindsay City Council meeting will be held in the City Council Chambers at 251 E. Honolulu Street in Lindsay, California beginning at 6:00PM on May 28, 2019.

Motion: To adjourn

1 st	2 nd	Flores	Sanchez	Watson	Cortes	Kimball	Result
Cortes	Watson						5-0 Approved

Check #	Fund	Date	Vendor #	Vendor Name	Description	Amount
TOTAL						172,888.30
94487						\$431.05
	101 - GENERAL FUND	5/13/2019	3977	AFLAC	DED:015 AFLAC	431.05
94488						\$242.61
	101 - GENERAL FUND	5/13/2019	4660	CITY OF LINDSAY	DED:052 WELLNESS	4.61
	101 - GENERAL FUND	43598	4660	CITY OF LINDSAY	DED:L203 CDBG LOAN	238.00
94489						\$1,128.09
	101 - GENERAL FUND	43598	451	CITY OF LINDSAY EMP	DED:0503 SEC 125	1,119.09
	101 - GENERAL FUND	5/13/2019	451	CITY OF LINDSAY EMP	DED:0505 SEC 125	9.00
94490						\$140.84
	101 - GENERAL FUND	5/13/2019	3192	SEIU LOCAL 521	DED:DUES UNION DUES	140.84
94491						\$92.38
	101 - GENERAL FUND	5/13/2019	6409	HYATT LEGAL PLANS,	DED:MET MET LAW	92.38
94492						\$5,852.24
	101 - GENERAL FUND	5/13/2019	453	LINCOLN LIFE	DED:0500 DEF COMP	2,402.65
	101 - GENERAL FUND	43598	453	LINCOLN LIFE	DED:151 DEFERCOMP	2,420.98
	101 - GENERAL FUND	5/13/2019	453	LINCOLN LIFE	DED:0555 DC LOANPAY	1,028.61
94493						\$50.82
	101 - GENERAL FUND	5/13/2019	2325	LINDSAY PUBLIC SAFE	DED:LPOA LPOA DUES	50.82
94494						\$145.32
	101 - GENERAL FUND	5/13/2019	6246	MCDERMONT VENTURE I	DED:051 MCDERMONT	145.32
94495						\$437.07
	101 - GENERAL FUND	5/13/2019	3042	STATE DISBURSEMENT	DED:0512 CHILD SUPT	437.07
94496						\$329.20
	101 - GENERAL FUND	5/13/2019	1955	TEAMSTERS LOCAL 856	DED:0508 TEAMSTERS	329.20
94497						\$50.00
	400 - WELLNESS CENTER	5/16/2019	6376	ANNA MAGDALENO	FIT AND TONE CLASS	50.00
94498						\$172.00
	101 - GENERAL FUND	5/16/2019	6110	BRET HARMON	GFOA CONF. PER DIEM	172.00
94499						\$1,080.00
	400 - WELLNESS CENTER	5/16/2019	6039	DINA RESTIVO	YOGA CLASS	1,080.00
94500						\$425.00
	400 - WELLNESS CENTER	5/16/2019	6040	ERMELINDA PUENTES	FIT AND TONE CLASS	425.00
94501						\$275.00
	400 - WELLNESS CENTER	43601	5804	KELSIE AVINA	ZUMBA	275.00
94502						\$225.00
	400 - WELLNESS CENTER	43601	5448	KIRBY D. MANNON	EXERCISE CLASS	225.00
94503						\$200.00
	400 - WELLNESS CENTER	5/16/2019	3208	SHANNON PATTERSON	AQUA CLASS	200.00
94504						\$805.00
	400 - WELLNESS CENTER	5/16/2019	4914	STEPHANIE OROSCO	ZUMBA CLASS	805.00
94505						\$125.00
	400 - WELLNESS CENTER	43601	6310	TE 'MARCUS WHITNEY	FIT AND TONE	125.00
94506						\$50.00
	400 - WELLNESS CENTER	43601	5912	YVETTE DURAN	ZUMBA	50.00
94507						\$385.00
	400 - WELLNESS CENTER	43602	6410	A WISH YOUR HEART M	SUMMER LIGHT-PRINCE	385.00
94508						\$93.48
	101 - GENERAL FUND	5/17/2019	3428	AT&T MOBILITY	877432145X04162019	93.48

Check #	Fund	Date	Vendor #	Vendor Name	Description	Amount
TOTAL						172,888.30
94509						\$13.32
	101 - GENERAL FUND	43602	3232	BIG BEN'S	MOULDING CASING 2-1	13.32
94510						\$410.00
	101 - GENERAL FUND	5/17/2019	5013	BUZZ KILL PEST CONT	133 W HONOLULU	35.00
	101 - GENERAL FUND	5/17/2019	5013	BUZZ KILL PEST CONT	150 N MIRAGE 4/30	123.00
	101 - GENERAL FUND	5/17/2019	5013	BUZZ KILL PEST CONT	157 N MIRAGE	30.00
	101 - GENERAL FUND	5/17/2019	5013	BUZZ KILL PEST CONT	174 SWEETBRIER 4/30	31.00
	101 - GENERAL FUND	5/17/2019	5013	BUZZ KILL PEST CONT	801 ELMWOOD 4/30	22.00
	101 - GENERAL FUND	43602	5013	BUZZ KILL PEST CONT	911 N PARKSIDE	24.00
	552 - WATER	5/17/2019	5013	BUZZ KILL PEST CONT	729 W HONOLULU 4/30	25.00
	553 - SEWER	5/17/2019	5013	BUZZ KILL PEST CONT	23611 RD 196 4/30/1	30.00
	886 - SAMOA	5/17/2019	5013	BUZZ KILL PEST CONT	165-173 SAMOA	40.00
	887 - SWEETBRIER TOWI	5/17/2019	5013	BUZZ KILL PEST CONT	201-265 SWEET BRIER	50.00
94511						\$750.00
	552 - WATER	43602	2839	CENTRAL VALLEY PROJ	2019 DUES	750.00
94512						\$18.45
	101 - GENERAL FUND	43602	5832	CINTAS CORPORATION	OFFICE EQUIPMENT MA	18.45
94513						\$2,183.02
	101 - GENERAL FUND	43602	279	CITY OF PORTERVILLE	99-017105 CNG 2/201	560.14
	101 - GENERAL FUND	5/17/2019	279	CITY OF PORTERVILLE	01-000680 ANIMAL JA	316.00
	261 - GAS TAX FUND	5/17/2019	279	CITY OF PORTERVILLE	99-017105 CNG 2/201	186.72
	552 - WATER	5/17/2019	279	CITY OF PORTERVILLE	99-017105 CNG 2/201	186.72
	553 - SEWER	43602	279	CITY OF PORTERVILLE	99-017105 CNG 2/201	186.72
	553 - SEWER	5/17/2019	279	CITY OF PORTERVILLE	30-016544 LAB 3/201	560.00
	554 - REFUSE	5/17/2019	279	CITY OF PORTERVILLE	99-017105 CNG 2/201	186.72
94514						\$909.91
	101 - GENERAL FUND	5/17/2019	6412	CLASSIC UPHOLSTERY	BACKREST COVER	909.91
94515						\$2,845.33
	883 - SIERRA VIEW ASSE	5/17/2019	6090	CLEAN CUT LANDSCAPE	SIERRA VIEW 'C'	1,129.00
	884 - HERITAGE ASSESSM	5/17/2019	6090	CLEAN CUT LANDSCAPE	HERITAGE DISTRICT A	274.00
	886 - SAMOA	5/17/2019	6090	CLEAN CUT LANDSCAPE	SAMOA 'D'	133.00
	887 - SWEETBRIER TOWI	5/17/2019	6090	CLEAN CUT LANDSCAPE	HERMOSA 'D'	475.00
	888 - PARKSIDE	5/17/2019	6090	CLEAN CUT LANDSCAPE	PARKSIDE "B"	197.00
	889 - SIERRA VISTA ASSE	5/17/2019	6090	CLEAN CUT LANDSCAPE	SIERRA VISTA 'C'	83.33
	890 - MAPLE VALLEY ASS	5/17/2019	6090	CLEAN CUT LANDSCAPE	MAPLE VALLEY 'A'	45.00
	891 - PELOUS RANCH	5/17/2019	6090	CLEAN CUT LANDSCAPE	PELOUS 'B'	509.00
94516						\$188.57
	101 - GENERAL FUND	43602	4717	COUNTY OF TULARE /	PD-BUSINESS CARDS	188.57
94517						\$380.00
	101 - GENERAL FUND	43602	4399	CRANES TOWING, LLC	TOW-CASE 19-518	380.00
94518						\$633.00
	101 - GENERAL FUND	43602	102	CULLIGAN	185 N GALE HILL	74.75
	552 - WATER	5/17/2019	102	CULLIGAN	18829 AVE 240	124.00
	552 - WATER	43602	102	CULLIGAN	18869 AVE 240	155.00
	552 - WATER	5/17/2019	102	CULLIGAN	18899 AVE 240	108.50
	552 - WATER	5/17/2019	102	CULLIGAN	23965 RD 188	93.00
	552 - WATER	5/17/2019	102	CULLIGAN	24158 AVE 240	69.75
	553 - SEWER	5/17/2019	102	CULLIGAN	23611 RD 196	8.00

Check #	Fund	Date	Vendor #	Vendor Name	Description	Amount
TOTAL						172,888.30
94519						\$64.00
	101 - GENERAL FUND	5/17/2019	316	DEPT OF JUSTICE	FINGERPRINT APPS	64.00
94520						\$50.74
	101 - GENERAL FUND	5/17/2019	4460	EVANS FEED & LIVEST	BALCK GOLD K9-FOOD	50.74
94521						\$3,471.70
	552 - WATER	5/17/2019	137	FRIANT WATER AUTHOR	SLDMWA WY2016 FINAL	3,471.70
94522						\$1,149.52
	101 - GENERAL FUND	5/17/2019	6010	FRONTIER COMMUNICAT	209-042-9309	1.99
	101 - GENERAL FUND	5/17/2019	6010	FRONTIER COMMUNICAT	209-151-2650	57.30
	101 - GENERAL FUND	5/17/2019	6010	FRONTIER COMMUNICAT	209-151-2652	45.83
	101 - GENERAL FUND	5/17/2019	6010	FRONTIER COMMUNICAT	209-151-2656	45.83
	101 - GENERAL FUND	43602	6010	FRONTIER COMMUNICAT	209-151-2662	60.60
	101 - GENERAL FUND	5/17/2019	6010	FRONTIER COMMUNICAT	209-188-3200	8.60
	101 - GENERAL FUND	5/17/2019	6010	FRONTIER COMMUNICAT	562-2512	123.90
	552 - WATER	43602	6010	FRONTIER COMMUNICAT	209-150-2936	83.41
	552 - WATER	5/17/2019	6010	FRONTIER COMMUNICAT	209-151-2650	28.65
	552 - WATER	43602	6010	FRONTIER COMMUNICAT	209-188-3200	4.30
	552 - WATER	5/17/2019	6010	FRONTIER COMMUNICAT	562-1552	86.38
	552 - WATER	43602	6010	FRONTIER COMMUNICAT	562-7131	125.51
	553 - SEWER	5/17/2019	6010	FRONTIER COMMUNICAT	209-150-3621	114.19
	553 - SEWER	5/17/2019	6010	FRONTIER COMMUNICAT	209-151-2650	28.65
	553 - SEWER	5/17/2019	6010	FRONTIER COMMUNICAT	209-151-2654	45.83
	553 - SEWER	43602	6010	FRONTIER COMMUNICAT	209-151-2655	45.83
	553 - SEWER	5/17/2019	6010	FRONTIER COMMUNICAT	209-188-3200	4.30
	553 - SEWER	43602	6010	FRONTIER COMMUNICAT	562-7132	238.42
94523						\$14.46
	101 - GENERAL FUND	43602	1925	FRUIT GROWERS SUPPL	PEST SUPER TRACER B	14.46
94524						\$2,533.24
	101 - GENERAL FUND	5/17/2019	148	GOMEZ AUTO & SMOG	05CHEV-AC,SENSOR	403.64
	101 - GENERAL FUND	5/17/2019	148	GOMEZ AUTO & SMOG	CHECK ENGINE 121011	366.88
	101 - GENERAL FUND	43602	148	GOMEZ AUTO & SMOG	COOLING SYSTEM-MOWE	109.18
	101 - GENERAL FUND	5/17/2019	148	GOMEZ AUTO & SMOG	ELECTRICAL-TRAILER	124.18
	101 - GENERAL FUND	5/17/2019	148	GOMEZ AUTO & SMOG	HYDROLIC HOSES REPL	319.60
	101 - GENERAL FUND	43602	148	GOMEZ AUTO & SMOG	JOHN DEERE-DRIVE LI	184.18
	101 - GENERAL FUND	5/17/2019	148	GOMEZ AUTO & SMOG	LIC 1179749-OILCHAN	83.15
	101 - GENERAL FUND	5/17/2019	148	GOMEZ AUTO & SMOG	LIC1322840 SMOG ,OI	129.01
	552 - WATER	5/17/2019	148	GOMEZ AUTO & SMOG	FUEL FILTER-05CHEVS	298.98
	552 - WATER	5/17/2019	148	GOMEZ AUTO & SMOG	HYDROLIC HOSES REPL	159.80
	553 - SEWER	5/17/2019	148	GOMEZ AUTO & SMOG	HYDROLIC HOSES REPL	159.78
	553 - SEWER	5/17/2019	148	GOMEZ AUTO & SMOG	SAFTY LIGHT INSRALL	194.86
94525						\$47.25
	400 - WELLNESS CENTER	5/17/2019	6411	GREG MORENTIN	MARTIAL ARTS@WELLNE	47.25
94526						\$3,516.70
	101 - GENERAL FUND	5/17/2019	5647	GRISWOLD,LASSALLE,C	CITY ATTORNEY	781.80
	101 - GENERAL FUND	5/17/2019	5647	GRISWOLD,LASSALLE,C	CITY COUNCIL	1,906.00
	101 - GENERAL FUND	5/17/2019	5647	GRISWOLD,LASSALLE,C	CITY MANAGER	280.60
	101 - GENERAL FUND	5/17/2019	5647	GRISWOLD,LASSALLE,C	FINANCE	108.60
	101 - GENERAL FUND	5/17/2019	5647	GRISWOLD,LASSALLE,C	PLANNING-CANNABIS	410.00
	101 - GENERAL FUND	5/17/2019	5647	GRISWOLD,LASSALLE,C	POLICE DEPT	29.70

Check #	Fund	Date	Vendor #	Vendor Name	Description	Amount
TOTAL						172,888.30
94527						\$3,000.00
	261 - GAS TAX FUND	43602	5541	JACK DAVENPORT SWEE	4/2019 SWEEPING SRV	3,000.00
94528						\$23.26
	101 - GENERAL FUND	5/17/2019	4955	JAMAR TECHNOLOGIES,	TAX, AND FREIGHT	23.26
94529						\$500.00
	101 - GENERAL FUND	5/17/2019	6346	JEFF PFEIFFER	SQUIRREL TREATMENT	500.00
94530						\$1,600.00
	101 - GENERAL FUND	5/17/2019	4378	JOSEPH H AVINA	BUILDING INSPECTOR	1,600.00
94531						\$245.93
	600 - CAPITAL IMPROVE	5/17/2019	5542	KRC SAFETY CO., INC	CARSONITE ROADMARKE	245.93
94532						\$140.08
	400 - WELLNESS CENTER	5/17/2019	5788	LINCOLN AQUATICS	BOTTLE DEPOSIT RETU	(104.00)
	400 - WELLNESS CENTER	5/17/2019	5788	LINCOLN AQUATICS	GAL BOTTLE DEPOSIT	(588.00)
	400 - WELLNESS CENTER	5/17/2019	5788	LINCOLN AQUATICS	POOL CHEMICALS	832.08
94533						\$337.00
	101 - GENERAL FUND	5/17/2019	234	MARTIN'S TIRE & AUT	2 TIRES-11FORD FUSI	337.00
94534						\$247.00
	101 - GENERAL FUND	5/17/2019	6280	MINERAL KING TOXICO	LAB-SUSANA CORTEZ	247.00
94535						\$803.09
	779 - 00-HOME-0487	5/17/2019	6023	NATIONWIDE	VARELA-HOMEOWNER	803.09
94536						\$115.00
	101 - GENERAL FUND	43602	4323	OASIS		105.00
	101 - GENERAL FUND	5/17/2019	4323	OASIS		10.00
94537						\$27.90
	101 - GENERAL FUND	5/17/2019	1565	OACYS.COM INC	1-EMAIL ONLY	27.90
94538						\$550.00
	101 - GENERAL FUND	5/17/2019	276	PORTERVILLE RECORDE	ORANGE BLOSSOM	550.00
94539						\$1,577.03
	101 - GENERAL FUND	5/17/2019	3036	PRO FORCE LAW ENFOR	SFL PRO SHIELD ENTR	1,577.03
94540						\$21,220.46
	101 - GENERAL FUND	5/17/2019	399	QUAD KNOPF, INC.	PLANNING 3/24-4/20/	21,220.46
94541						\$251.16
	101 - GENERAL FUND	5/17/2019	285	QUILL CORPORATION	PD-OFFICE SUPPLIES	173.96
	101 - GENERAL FUND	5/17/2019	285	QUILL CORPORATION	TONER	77.20
94542						\$4,000.00
	552 - WATER	5/17/2019	6095	RALPH GUTIERREZ WAT	CPO APRIL 2019	2,000.00
	553 - SEWER	43602	6095	RALPH GUTIERREZ WAT	CPO APRIL 2019	2,000.00
94543						\$175.00
	101 - GENERAL FUND	43602	3622	RLH FIRE PROTECTION	FIRE ALARM-MCD	175.00
94544						\$16.50
	101 - GENERAL FUND	5/17/2019	2062	SIERRA VETERINARY C	PREDNISONONE 20MG	16.50
94545						\$25.00
	101 - GENERAL FUND	5/17/2019	598	SIERRA VIEW DISTRIC	3/1/19-3/31/19	25.00
94546						\$1,831.00
	552 - WATER	5/17/2019	5343	SJVAPCD	CIVIL PENALTY-S-380	1,831.00

Check #	Fund	Date	Vendor #	Vendor Name	Description	Amount
TOTAL						172,888.30
94547						\$19,694.39
	101 - GENERAL FUND	5/17/2019	310	SOUTHERN CA. EDISON	2-00-424-8134	3,737.14
	101 - GENERAL FUND	43602	310	SOUTHERN CA. EDISON	2-00-424-8134	157.04
	261 - GAS TAX FUND	5/17/2019	310	SOUTHERN CA. EDISON	2-00-424-8134	849.39
	261 - GAS TAX FUND	5/17/2019	310	SOUTHERN CA. EDISON	2-35-921-6264	41.96
	552 - WATER	43602	310	SOUTHERN CA. EDISON	2-00-424-8134	10,281.70
	553 - SEWER	5/17/2019	310	SOUTHERN CA. EDISON	2-00-424-8134	136.45
	553 - SEWER	5/17/2019	310	SOUTHERN CA. EDISON	3-001-1837-87	3,189.28
	556 - VITA-PAKT	5/17/2019	310	SOUTHERN CA. EDISON	2-00-424-8134	360.37
	883 - SIERRA VIEW ASSE	5/17/2019	310	SOUTHERN CA. EDISON	2-00-424-8134	136.29
	884 - HERITAGE ASSESSM	5/17/2019	310	SOUTHERN CA. EDISON	2-00-424-8134	10.42
	886 - SAMOA	43602	310	SOUTHERN CA. EDISON	2-00-424-8134	10.42
	887 - SWEETBRIER TOWI	5/17/2019	310	SOUTHERN CA. EDISON	2-00-424-8134	51.43
	888 - PARKSIDE	5/17/2019	310	SOUTHERN CA. EDISON	2-00-424-8134	10.42
	889 - SIERRA VISTA ASSE	43602	310	SOUTHERN CA. EDISON	2-00-424-8134	56.73
	890 - MAPLE VALLEY ASS	5/17/2019	310	SOUTHERN CA. EDISON	2-00-424-8134	240.76
	891 - PELOUS RANCH	5/17/2019	310	SOUTHERN CA. EDISON	2-00-424-8134	413.58
	891 - PELOUS RANCH	5/17/2019	310	SOUTHERN CA. EDISON	2-35-921-6264	11.01
94548						\$6,740.71
	101 - GENERAL FUND	5/17/2019	6146	SUPERION, LLC	5/1/19-5/31/19	842.59
	101 - GENERAL FUND	5/17/2019	6146	SUPERION, LLC	6/1/2019-6/30/2019	842.60
	552 - WATER	43602	6146	SUPERION, LLC	5/1/19-5/31/19	842.59
	552 - WATER	5/17/2019	6146	SUPERION, LLC	6/1/2019-6/30/2019	842.60
	553 - SEWER	5/17/2019	6146	SUPERION, LLC	5/1/19-5/31/19	842.59
	553 - SEWER	5/17/2019	6146	SUPERION, LLC	6/1/2019-6/30/2019	842.60
	554 - REFUSE	43602	6146	SUPERION, LLC	5/1/19-5/31/19	842.57
	554 - REFUSE	5/17/2019	6146	SUPERION, LLC	6/1/2019-6/30/2019	842.57
94549						\$1,758.00
	552 - WATER	43602	1921	TELSTAR INSTRUMENTS	3/18 SERVICE WTP	631.00
	553 - SEWER	5/17/2019	1921	TELSTAR INSTRUMENTS	SERVICE-WWTP	1,127.00
94550						\$32.65
	101 - GENERAL FUND	43602	144	THE GAS COMPANY	033-515-9120-5	16.33
	101 - GENERAL FUND	5/17/2019	144	THE GAS COMPANY	115-454-6222-5	16.32
94551						\$248.66
	101 - GENERAL FUND	43602	5792	THOMSON REUTERS - W	4/1/19-4/30/19	248.66
94552						\$135.00
	101 - GENERAL FUND	43602	6413	TRANS UNION LLC	CREDIT REPORT-SETUP	135.00
94553						\$18.40
	101 - GENERAL FUND	5/17/2019	2399	TULARE COUNTY ENVIR	PENALTY-IN0177904	18.40
94554						\$757.60
	101 - GENERAL FUND	5/17/2019	5747	UNITED STAFFING	MARIO S 4/15-4/21	606.08
	552 - WATER	43602	5747	UNITED STAFFING	MARIO S 4/15-4/21	151.52
94555						\$11,898.90
	552 - WATER	43602	2960	UNITED STATES BUREA	USBR	11,898.90
94556						\$8,376.99
	552 - WATER	5/17/2019	430	US BANK TRUST NA	INT	288.00
	552 - WATER	43602	430	US BANK TRUST NA	PRINCIPAL	8,088.99

Check #	Fund	Date	Vendor #	Vendor Name	Description	Amount
TOTAL						172,888.30
94557						\$4,774.73
	552 - WATER	5/17/2019	356	USA BLUEBOOK	8 INJECTION VALVE	620.68
	552 - WATER	43602	356	USA BLUEBOOK	CL CHLORINE ANALYZR	3,990.92
	552 - WATER	5/17/2019	356	USA BLUEBOOK	INJECTION VALVE	163.13
94558						\$83.10
	101 - GENERAL FUND	5/17/2019	1041	VERIZON WIRELESS	642065758-00002	83.10
USDA5129						\$21,706.92
	263 - TRANSPORTATION	5/12/2019	1123	USDA RURAL DEVELOPM	TULARE ROAD LN#97-1	21,706.92
USLIB519						\$28,062.53
	101 - GENERAL FUND	5/12/2019	1123	USDA RURAL DEVELOPM	LIBRARY INTEREST PA	8,910.53
	101 - GENERAL FUND	5/12/2019	1123	USDA RURAL DEVELOPM	LIBRARY PRINCIPAL P	19,152.00



STAFF REPORT

TO: CITY OF LINDSAY CITY COUNCIL
DATE: May 28, 2019
AGENDA #: 4.3
FROM: Bret Harmon, Director of Finance

AGENDA ITEM

<i>TITLE</i>	Resolution 19-25 to authorize the City manager to execute an agreement with TCAG for funds for land purchase for future transit center
<i>ACTION</i>	Approve Resolution 19-25
<i>PURPOSE</i>	Statutory/Contractual Requirement Discretionary Action
<i>OBJECTIVE(S)</i>	<ul style="list-style-type: none">• Increase our keen sense of identity in a physically connected and involved community.• Stimulate, attract and retain local businesses.• Advance economic diversity.

RECOMMENDATION

Staff respectfully recommends the approval of Resolution 19-25.

BACKGROUND | ANALYSIS

The Tulare County Associated Governments (TCAG) works in partnership with the City of Lindsay to provide transportation funding. TCAG is working toward a cross-valley transportation network that would connect people from Porterville to Huron via a cross-valley rail service. Such a transportation plan often takes decades to complete. This plan is no different. It will be more than a decade before a cross-valley rail service reaches Lindsay. However, there are many steps along the way to ensure the eventual realization of the plan. In the case of Lindsay, it begins with a multi-modal transit center that will serve as a bus depot before eventually becoming a bus and train depot.

TCAG and the City have identified a location to purchase for the multi-modal transit center. Funding for the purchase of the property will come as reimbursement from TCAG to the City using Measure R funds above the quarterly Measure R funds the City receives. The City will purchase the property and then TCAG will reimburse the City for the entire purchase price out of special Measure R funds.

After securing the property, TCAG will work with the City to refine the conceptual design for the project. TCAG will facilitate securing funding to construct the multi-modal transit center without the use of City funds.

To proceed, TCAG and the City need to execute an agreement establishing the process and commitments each party will follow or make in the purchase.



STAFF REPORT

TO: CITY OF LINDSAY CITY COUNCIL
DATE: May 28, 2019
AGENDA #: 4.3
FROM: Bret Harmon, Director of Finance

ALTERNATIVES

- Approve Resolution 19-25 authorizing the City Manager to execute an agreement between TCAG and the City for the purchase of property for the transit center.
- Do not approve Resolution 19-25 and give staff direction.
- Postpone a decision and give staff direction.

BENEFIT TO OR IMPACT ON CITY RESOURCES

Transit centers generate both positive and negative impacts on City resources. Positive impacts include:

- Environmentally friendly options for travel to and away from the City.
- Increase in the number of visitors to the City.
- Retail opportunities at the transit center.
- Additional retail sales tax from visitors to the City.
- Opportunity to convert blighted property to a higher, better use.

Negative impacts include:

- Opportunity cost from property not being converted to a higher-grossing retail sales tax property.
- Unknown impact on public safety as more individuals come to the City.
- Slight loss in sales tax revenue from the purchase of fuel from service stations if more individuals adjust to traveling by bus or train to other locations instead of driving.

ENVIRONMENTAL REVIEW

Not required for this contract.

POLICY ISSUES

None

PUBLIC OUTREACH

Posted in this agenda

ATTACHMENTS

- Resolution 19-25



RESOLUTION OF THE CITY OF LINDSAY

NUMBER 19-25

TITLE **RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE TULARE COUNTY ASSOCIATION OF GOVERNMENTS (TCAG) FOR THE PURPOSE OF PURCHASING PROPERTY FOR A MULTI-MODAL TRANSPORTATION CENTER.**

WHEREAS, the City of Lindsay and TCAG desire to have a multi-modal transportation center in Lindsay; and

WHEREAS, TCAG has Measure R funds available to use in the purchase of the land; and

WHEREAS, the City can only access the Measure R funds available for the land purchase by entering an agreement with TCAG for this purpose; and,

WHEREAS, TCAG will reimburse the City for the purchase of the property for multi-modal transportation center.

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

- SECTION 1. The City Manager, or his designee, is authorized to execute an agreement with TCAG to facilitate the reimbursement of City funds spent on purchasing the property for the multi-modal transportation center with Measure R funds.
- 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	
MOTION	
2 nd MOTION	
AYES	
ABSENT	
ABSTAIN	
NAYS	



RESOLUTION OF THE CITY OF LINDSAY

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

City Clerk

Mayor



STAFF REPORT

TO: CITY OF LINDSAY CITY COUNCIL
DATE: May 28, 2019
AGENDA #: 4.4
STAFF: Bret Harmon, Director of Finance, bharmon@lindsay.ca.us

AGENDA ITEM

TITLE Resolution 19-26 affirming the City Manager’s authority to sign the July 2, 2018 Memorandum of Understanding (MOU) for the City of Lindsay and the Lindsay Public Safety Officers Association (LPOA) bargaining unit.

ACTION Approve Resolution 19-26

PURPOSE Statutory/Contractual Requirement

RECOMMENDATION

Staff respectfully recommends the City Council approve Resolution 19-26 affirming the City Manager’s authority to sign the MOU between the City of Lindsay and the Lindsay Public Safety Officers Association (LPOA).

BACKGROUND | ANALYSIS

The City and the LPOA reached a mutually accepted MOU through good faith negotiations for the term July 1, 2019 – June 30, 2022. The effective date of the MOU is July 1, 2019. This MOU articulates the relationship and benefits employees represented by LPOA and Public Safety’s mid-management employees receive during the MOU’s term. The City has two representatives sign the MOU (City Manager and Director of Finance) and two LPOA representatives (two sworn Public Safety personnel).

The purpose of this resolution is to record the Council’s affirmation of the MOU in preparation for any future routine CalPERS audits. The resolution provides an official record of the City Manager’s authority to sign the MOU.

BENEFIT

The City and its employees have a multi-year agreement articulating working condition and benefits, which helps the City plan and manage resources during the term.

ATTACHMENTS

- Resolution 19-26
-



RESOLUTION OF THE CITY OF LINDSAY

NUMBER 19-26

TITLE **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY AFFIRMING THE CITY MANAGER’S AUTHORITY TO SIGN THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF LINDSAY AND THE LINDSAY PUBLIC SAFETY OFFICERS ASSOCIATION (PUBLIC SAFETY BARGAINING UNIT REPRESENTED BY LPOA) WITH A JULY 1, 2019 START DATE**

MEETING At a regularly scheduled meeting of the City of Lindsay City Council held on May 28, 2019 at 6:00PM at 251 E. Honolulu Street, Lindsay, CA 93247.

WHEREAS, The City of Lindsay negotiated in good faith with the Public Safety Bargaining Unit represented by LPOA to adopt a mutually accepted MOU.

WHEREAS, The provisions of the MOU commence on July 1, 2019 and remains in effect through June 30, 2022.

WHEREAS, The City Manager, the Director of Finance and two LPOA representatives signed the agreement on April 26, 2019.

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

- SECTION 1. The City Council affirms the City Manager’s authority to sign the MOU on behalf of the City.
- SECTION 2. The City Council affirms the Director of Finance’s authority to sign the MOU on behalf of the City as the second City Representative.
- 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	
MOTION	
2 nd MOTION	
AYES	



RESOLUTION OF THE CITY OF LINDSAY

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.

City Clerk

Mayor



STAFF REPORT

TO: CITY OF LINDSAY CITY COUNCIL
DATE: MAY 28, 2019
AGENDA #: 4.5
STAFF: Michael Camarena, Director of City Services

AGENDA ITEM

TITLE California Department of Parks and Recreation Proposition 68 Per Capita Grant Program

ACTION Authorization to Execute Questionnaire to Establish Eligibility

PURPOSE Statutory/Contractual Requirement
Council Vision/Priority
Discretionary Action

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

RECOMMENDATION

Staff recommends Council Authorize City Manager to Execute Questionnaire to Establish Eligibility

BACKGROUND | ANALYSIS

The City has received from the Department of Parks and Recreation Office of Grants and Local Services (OGALS) notification of the opportunity to submit questionnaire to determine eligibility of participating in the Per Capita Program funded by Proposition 68, officially known as 2018 California Drought, Water, Parks, Climate, Coastal Protection and Outdoor Access for All Bond Act (Prop. 68). This questionnaire will confirm eligibility and final allocation of Per Capita funding.

There is \$185MM available statewide to eligible agencies. There is also potentially \$13MM available statewide to cities and districts in urbanized county areas (with a county population of 500,000 or more). The minimum allocation identified on the questionnaire is \$200,000. This is a onetime only program. Lindsay is identified as a severely disadvantaged community and as such no match is required (otherwise a 20% match is required).

Prop. 68 Per Capita Program provides funds to local governments for park rehabilitation, creation, and improvement of local parks and to address deficiencies in neighborhoods that lack access to the outdoors.



STAFF REPORT

TO: CITY OF LINDSAY CITY COUNCIL
DATE: MAY 28, 2019
AGENDA #: 4.5
STAFF: Michael Camarena, Director of City Services

The questionnaire must be returned to OGALS no later than June 3, 2019 with the allocation declarations expected to be released late summer 2019.

ALTERNATIVES

- Council Authorize City Manager to Execute Questionnaire to Establish Eligibility as recommended.
- Do not Authorize City Manager to Execute Questionnaire to Establish Eligibility. Funding dedicated to Lindsay would be reallocated to other agencies participating in the Prop. 68 program.

BENEFIT TO OR IMPACT ON CITY RESOURCES

Prop. 68 Per Capita funds could create opportunity to improve local parks that otherwise may not have been possible.

ENVIRONMENTAL REVIEW

None at this time.

POLICY ISSUES

None at this time

PUBLIC OUTREACH

Posted in this Agenda

Posted on the California Department of Parks and Recreation website (http://www.parks.ca.gov/?page_id=30095)

ATTACHMENTS

- Per Capita Allocation Questionnaire



PER CAPITA ALLOCATION QUESTIONNAIRE
**California Drought, Water, Parks, Climate,
 Coastal Protection, and Outdoor Access
 For All Act of 2018**



Complete and return by Monday, June 3, 2019 to:
 Per Capita Allocation Questionnaire
 California State Parks
 Office of Grants and Local Services
 P.O. Box 942896
 Sacramento, CA 94296-0001

Identifying Information

Agency Name	Agency Address (include County)
Contact Person	Title
Telephone	Email

Per Capita Grant Program Statute

Public Resources Code (PRC) §80062(a)(1) The department shall allocate 60 percent of the funds available pursuant to subdivision (a) of §80061 to cities and districts, *other than* a regional park district, regional park and open-space district, open-space authority, or regional open-space district.

Each city's and district's allocation shall be in the same ratio as the city's or district's population is to the combined total of the state's population that is included in incorporated and unincorporated areas within the county, except that each city or district shall be entitled to a minimum allocation of two hundred thousand dollars (\$200,000).

PRC §80062(b)(1) the department shall allocate 40 percent of the funds available pursuant to subdivision (a) of §80061 to counties and regional park districts, regional park and open-space districts, open-space authorities, and regional open-space district.

Each county's allocation under paragraph (1) shall be in the same ratio that the county's population is to the total state population, except that each county shall be entitled to a minimum allocation of four hundred thousand dollars (\$400,000).

Per Capita Grant Program Interest (Check one response):

- The agency wishes to participate in the Per Capita Grant Program; or
- The agency does not wish to participate in the Per Capita Grant Program; or
- The agency is not eligible to participate in the Per Capita Grant Program.

Indicate your type of jurisdiction:

City and Local Districts		County and Regional Districts	
<input type="checkbox"/>	City	<input type="checkbox"/>	County
<input type="checkbox"/>	Recreation and Park District	<input type="checkbox"/>	Regional Park District, Regional Park and Open-space District, Open-space Authority (PRC §35100) or Regional Open-space District
<input type="checkbox"/>	Other kind of district, including a water district operating multi-use parklands in an unincorporated region where no city or county provides recreation services. (If you checked this box, attach a list of multi-use parklands operated by your agency and describe activities occurring at these locations.)		

Population Information

January 1, 2019 population estimate for your jurisdiction:

State the source and attach specific documentation as evidence of this population estimate (e.g. County Planning Department, California Department of Finance Demographic Research Unit, Area Council of Governments, County registrar, Census Tract maps & figures).

City and Local District Boundary Overlaps

If your agency is a city or local district, does the boundary of your agency overlap any other city and/or local district(s)?

Yes No

If no, sign and date this questionnaire and return by June 3, 2019.

If yes, does the city operate and manage parks and recreational areas and facilities in the area of overlap? Yes No

If no, all grant funds in that area shall be allocated to the district (PRC §80062(a)(1)(a)). Sign and date this questionnaire and return by June 3, 2019.

If yes, list the city and/or local district(s) overlapping your jurisdictional boundary:

City:	Local District 1:	Local District 2:

Population in overlapping area(s) shall be attributed to each jurisdiction in proportion to the extent to which each operates and manages parks and recreational areas and facilities for that population. The city and district shall collaboratively develop and submit a plan for allocating the grant funds (PRC §80062(a)(1)(a)).

Provide the following information for allocation of funds in overlap area(s):

Total number of people in overlap area	Number of people attributed to City	Number of people attributed to Local District 1	Number of people attributed to Local District 2

Sign and date this questionnaire and return by June 3, 2019.

County and Regional District Boundary Overlaps

PRC §80062(b)(3) In any county that embraces all or part of the territory of a regional park district, regional park and open-space district, open-space authority, or regional open-space district, and whose board of directors is not the county board of supervisors, the amount allocated to the county shall be apportioned between that district and the county in proportion to the population of the county that is included within the territory of the district and the population of the county that is outside the territory of the district.

If your agency is a County or Regional District, are there any overlapping areas?

Yes No

If no, all grant funds shall be allocated to the county. Sign and date this questionnaire and return by June 3, 2019.

If yes, is the board of directors also the county board of supervisors?

Yes No

If yes, all grant funds for the county shall be allocated to the Regional District. Sign and date this questionnaire and return by June 3, 2019.

If no, using the population information provided, provide the population of the county that is included within the territory of the district and the population of the county that is outside the territory of the district.

Number of people in county within district territory:	Number of people in county outside district territory:
---	--

Sign and return this questionnaire by Monday, June 3, 2019 to the address on page one. If you have any questions, e-mail Lisa.Vigil@parks.ca.gov.

I certify I have the authority to sign on behalf of the agency listed in the identifying information table on page one of the Per Capita Allocation Questionnaire.

Signature

Date

Title

Agency Name



STAFF REPORT

TO: CITY OF LINDSAY CITY COUNCIL
DATE: MAY 28, 2019
AGENDA #: 4.6
STAFF: Bret Harmon, Director of Finance, bharmon@lindsay.ca.us

AGENDA ITEM

TITLE	FY 2019-2020 School Resource Officer (SRO) Agreement with Lindsay Unified School District
ACTION	Authorize City Manager to Execute Agreement
PURPOSE	Statutory/Contractual Requirement Council Vision/Priority Discretionary Action
COUNCIL OBJECTIVE(S)	Live in a safe, clean, comfortable and healthy environment. Increase our keen sense of identity in a physically connected and involved community. Dedicate resources to retain a friendly, small-town atmosphere.

RECOMMENDATION

Staff Recommends the Council authorize the City Manager to sign a contract with LUSD for a SRO in FY 2019-2020.

BACKGROUND

The Lindsay Unified School District (LUSD) contracts with the City of Lindsay for one School Resource Officer (SRO) each school year. The SRO works on LUSD campuses during the school year. LUSD reimburses the City for the months the SRO works on LUSD campuses. The rest of the year (summer months) Public Safety utilizes the officer. City expects the Not-to-Exceed maximum reimbursement in FY 2019-2020 not to exceed \$96,794.50.

ATTACHMENTS

- School Resource Officer Agreement

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

**SCHOOL RESOURCE OFFICER
AGREEMENT**

THIS AGREEMENT, is entered into as of July 1, 2019, between the LINDSAY UNIFIED SCHOOL DISTRICT, referred to as DISTRICT, and the CITY OF LINDSAY, referred to as CONSULTANT, with reference to the following:

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

ACCORDINGLY, IT IS AGREED:

1. TERM: This Agreement shall become effective as of July 1, 2019 and shall expire on June 30, 2020 unless otherwise terminated as provided in this Agreement.

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

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

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

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

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

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

7. INDEPENDENT CONTRACTOR STATUS:

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

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

- i. Withhold FICA (Social Security) from CONSULTANT'S payments.
- ii. Make state or federal unemployment insurance contributions on CONSULTANT'S behalf.
- iii. Withhold state or federal income tax from payments to CONSULTANT.
- iv. Make disability insurance contributions on behalf of CONSULTANT.
- v. Obtain unemployment compensation insurance on behalf of CONSULTANT.

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

8. FINGERPRINTING REQUIREMENTS:

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

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

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

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

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

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

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

10. CONFLICT OF INTEREST:

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

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

11. TERMINATION:

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

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

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

ii. With Cause:

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

(a) be adjudged a bankrupt, or

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

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

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

(e) materially breach this Agreement.

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

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

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

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

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

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

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

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

14. NOTICES:

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

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

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

CONSULTANT:
Name: City of Lindsay
Address: 251 E. Honolulu
Lindsay, CA 93247
Phone No.: (559) 562-7102
Fax No.: (559) 562-7100

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

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

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

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

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

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

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

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

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

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

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

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

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

Date: _____

LINDSAY UNIFIED SCHOOL DISTRICT

BY _____
Superintendent or Designee,
Lindsay Unified School District

Date: _____

CITY OF LINDSAY

BY _____
City Manager or Designee,
City of Lindsay

EXHIBIT A

SCOPE & COST OF SERVICES

The total amount payable to CONSULTANT shall not exceed the sum of \$96,794.50.

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

JOB DESCRIPTION, RESPONSIBILITIES AND DUTIES

SELECTION OF SCHOOL RESOURCE OFFICER (SRO):

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

UNIFORM:

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

JOB ACCOUNTABILITY:

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

ON-DUTY STATUS:

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

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

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

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

SRO DUTIES AND RESPONSIBILITIES — GENERAL:

The SRO will:

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

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

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

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

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

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

DUTIES OF THE DISTRICT:

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

RELATIONSHIPS:

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

PREVENTATIVE STRATEGIES:

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

GEOGRAPHY:

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

POLICE REPORTS:

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

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

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

STUDENT DISCIPLINE:

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

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

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

OFFICER ENTRY ON SCHOOL CAMPUSES:

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

ARRESTS ON SCHOOL CAMPUSES:

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

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

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

TRAINING ON AND DISTRIBUTION OF MOU:

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

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

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

SCHOOL SAFETY OVERVIEW:

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



STAFF REPORT

TO: CITY OF LINDSAY CITY COUNCIL
DATE: MAY 28, 2019
AGENDA #: 4.7
STAFF: WILLIAM ZIGLER, CITY MANAGER, WZIGLER@LINDSAY.CA.US

AGENDA ITEM

TITLE Resolution 19-27, a resolution establishing the tax rate and fees for cannabis cultivation and other cannabis businesses.

ACTION Request approval of Resolution 19-27

PURPOSE Discretionary Action

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

RECOMMENDATION

Staff recommends approval of Resolution 19-27, a resolution establishing regulatory permit requirements for cannabis business owners.

BACKGROUND | ANALYSIS

The City Council of the City of Lindsay approved Ordinance 571, an ordinance repealing Chapter 8.06 of the Lindsay Municipal Code and adding Chapter 5.28 allowing cannabis businesses and establishing permitting procedures and regulations on February 26, 2019. The City Council then approved Ordinance 573, an ordinance allowing for the retail sales, delivery and distribution of cannabis on May 14, 2019; and approved Ordinance 567, an ordinance establishing a maximum tax rate of \$25 per square foot of commercial cannabis business area or 10% of annual gross receipts per fiscal year, whichever is greater, on July 10, 2018. Ordinance 567 allows the City Council by resolution, in its discretion, to implement a tax rate lower than the maximum rates set for commercial cannabis businesses. The City Council also may, by resolution, increase any such tax rate from time to time, not to exceed the maximum rate established by Ordinance 567.

The City then conducted a survey of area cities engaged in retail sales and other cannabis related activity to determine appropriate benchmarks for imposing local taxes. The fees recommended in the attached resolution are based upon the research conducted.

ALTERNATIVES

- Approve Resolution 19-27.
 - Approve Resolution 19-27 with amendments.
 - Do not approve Resolution 19-27.
-



STAFF REPORT

TO: CITY OF LINDSAY CITY COUNCIL
DATE: MAY 28, 2019
AGENDA #: 4.7
STAFF: WILLIAM ZIGLER, CITY MANAGER, WZIGLER@LINDSAY.CA.US

- Direct staff to take some other action.

BENEFIT TO OR IMPACT ON CITY RESOURCES

Approval of Resolution 19-27 will have a benefit on City resources. Efforts have been taken in its development to minimize impacts on public safety and our community by those businesses and activities governed by its regulations. Collection of taxes and fees will add revenue to the City's budget.

ENVIRONMENTAL REVIEW

Resolution 19-27 is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15061(b)(3) [there is no possibility the activity in question may have a significant effect on the environment]. In addition to the foregoing general exemption, the ordinance is categorically exempt from review under CEQA under the Class 8 categorical exemption [regulatory activity to assure the protection of the environment].

POLICY ISSUES

There are no policy issues related to the approval of Resolution 19-27.

PUBLIC OUTREACH

Resolution 19-27 is a component of the Ordinance 567, which was reviewed and approved at a noticed public hearing.

ATTACHMENT

- Resolution 19-27



RESOLUTION OF THE CITY OF LINDSAY

NUMBER 19-27

TITLE **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY ESTABLISHING THE TAX RATE AND FEES FOR CANNABIS CULTIVATION AND OTHER CANNABIS BUSINESSES.**

MEETING At a regularly scheduled meeting of the City of Lindsay City Council held on May 28, 2019 at 6:00PM at 251 E. Honolulu Street, Lindsay, CA.

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

WHEREAS, the City Council of the City of Lindsay approved Ordinance 571, an ordinance repealing Chapter 8.06 of the Lindsay Municipal Code and adding Chapter 5.28 allowing non-retail related cannabis businesses and establishing permitting procedures and regulations on February 26, 2019; and

WHEREAS, the City Council of the City of Lindsay approved Ordinance 573, an ordinance allowing for the retail sales, delivery and distribution of cannabis on May 14, 2019; and

WHEREAS, the City Council of the City of Lindsay approved Ordinance 567, an ordinance establishing a maximum tax rate of \$25 per square foot of commercial cannabis business area or 10% of annual gross receipts per fiscal year, whichever is greater, on July 10, 2018; and

WHEREAS, Ordinance 567 allows the City Council by resolution, in its discretion, to implement a tax rate lower than the maximum rates set for commercial cannabis businesses. The City Council also may, by resolution, increase any such tax rate from time to time, not to exceed the maximum rate established by Ordinance 567; and

NOW, THEREFORE, BE IT RESOLVED, that the City of Lindsay does hereby resolve, determine, and order the following tax rates for cannabis business activity:

Cannabis Business	Tax Rate
Retail	5% of gross receipts
Cultivation	\$6 per square foot
Manufacturing	4% of gross receipts
Distributor	4% of gross receipts
Distributor Transport	0% of gross receipts
Testing	0% of gross receipts
Nursery	\$2 per square foot

BE IT FURTHER RESOLVED, that the City of Lindsay does hereby resolve, determine, and order following fees for cannabis business activity applications:



RESOLUTION OF THE CITY OF LINDSAY

Cannabis Business Application Fee	Fee
Retail Pre-Application Fee	\$250 each
Retail Phase 1 Application fee	\$500 annually
Retail Phase 2 Application fee	\$2,500 annually
Retail Phase 3 Application fee	\$800 annually
Manufacturing, Testing, Distribution, or Cultivation Application Fee	\$2,400 annually
Employee Permit	\$300 each
Annual Fire Permit	\$500 annually
Cannabis Business Regulatory Fee	Fee
Retail Regulatory Fee	\$10,000 annually
Manufacturing Regulatory Fee	\$20,000 annually
Testing Laboratory Regulatory Fee	\$4,500 annually
Distribution Regulatory Fee	\$4,500 annually
Cultivation (up to 5,000 sq. ft.) Regulatory Fee	\$10,000 annually
Cultivation (up to 10,000 sq. ft.) Regulatory Fee	\$12,500 annually
Cultivation (up to 22,000 sq. ft.) Regulatory Fee	\$15,500 annually
License Combination of 2	10% regulatory fee reduction
License Combination of 3 or more	15% regulatory fee reduction

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

MEETING DATE	May 28, 2019
MOTION	
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RESOLUTION OF THE CITY OF LINDSAY

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

City Clerk

Mayor



STAFF REPORT

TO: CITY OF LINDSAY CITY COUNCIL
DATE: MAY 28, 2019
AGENDA #: 4.8
FROM: William Zigler, City Manager

AGENDA ITEM

<i>TITLE</i>	Resolution 19-30 – A resolution of the City Council of the City of Lindsay to support balanced energy solutions and maintain local control of energy solutions.
<i>ACTION</i>	Approve Resolution 19-30
<i>PURPOSE</i>	Council Vision/Priority Discretionary Action
<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.• Advance economic diversity.• Yield a fiscally self-reliant city government while providing effective, basic municipal services.

RECOMMENDATION

Staff respectfully recommends Council approve Resolution 19-30

BACKGROUND | ANALYSIS

The natural gas industry has asked the City of Lindsay to support a balanced energy strategy. The purpose of this support is to help counter the State's push to eliminate natural gas in the state.

The attached Resolution 19-30 maintains the State legislature and state agencies are increasingly proposing new legislation and regulations eliminating choice of energy by mandating technologies to power buildings and public and private fleets, including transit and long-haul trucking, as a strategy to achieve the state's climate goals.

Besides the impact to the local economy from the elimination of a fuel source, the City risks the loss of local control as the legislature and state agencies erode local control by increasing the scope and scale of mandates.

The Resolution asserts the City supports balanced energy solutions that provide it with the decision-making authority and resources needed to achieve the state's climate goals and supports proposed state legislation and regulation that retains local control by allowing all technologies and energy resources that can power buildings and fuel vehicles, and also meet or exceed emissions reductions regulations.



STAFF REPORT

TO: CITY OF LINDSAY CITY COUNCIL
DATE: MAY 28, 2019
AGENDA #: 4.8
FROM: William Zigler, City Manager

Resolution 19-30 declares the City's belief in local control and a measured approach to a stable, balanced energy strategy in California.

ALTERNATIVES

- Approve Resolution 19-30
- Approve Resolution 19-30 with alterations
- Do not approve Resolution 19-30 and provide direction to staff
- Do not approve Resolution 19-30 and do not provide direction to staff

BENEFIT TO OR IMPACT ON CITY RESOURCES

Staff does not have enough information available to determine or estimate the impact to the City if the state were to end the use of natural gas in the State. It would increase vulnerability in the energy market as the options for fuel would decrease. Energy costs would likely increase in reaction to increasing demand for energy but with decreasing supply.

ATTACHMENTS

- Resolution 19-30



RESOLUTION OF THE CITY OF LINDSAY

NUMBER 19-30

TITLE **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY TO SUPPORT BALANCED ENERGY SOLUTIONS AND MAINTAINING LOCAL CONTROL OF ENERGY SOLUTIONS**

MEETING At a regularly scheduled meeting of the City of Lindsay City Council held on May 28, 2019 at 6:00PM at 251 E. Honolulu Street, Lindsay, CA 93247.

WHEREAS, California's energy policies are critical to reducing greenhouse gas emissions and reducing the impact of climate change on our citizens; and

WHEREAS, the state legislature and state agencies are increasingly proposing new legislation and regulations eliminating choice of energy by mandating technologies to power buildings and public and private fleets, including transit and long-haul trucking, as a strategy to achieve the state's climate goals; and

WHEREAS, clean, affordable and reliable energy is crucial to the material health, safety and well-being of the City of Lindsay residents, particularly the most vulnerable, who live on fixed incomes, including the elderly and working families who are struggling financially; and

WHEREAS, the need for clean, affordable and reliable energy to attract and retain local businesses, create jobs and spur economic development is vital to our city's success in a highly competitive and increasingly regional and global marketplace; and

WHEREAS, the City of Lindsay, its residents and businesses value local control and the right to choose the policies and investments that most economically and efficiently enable them to comply with state requirements; and

WHEREAS, building and vehicle technology mandates eliminate local control and customer choice, suppress innovation, reduce reliability and unnecessarily increase costs for the City of Lindsay residents and businesses; and

WHEREAS, the City understands that relying on a single energy delivery system unnecessarily increases vulnerabilities to natural and man-made disasters, and that a diversity of energy delivery systems and resources contribute to greater reliability and community resilience; and

WHEREAS, the City of Lindsay understands the need to mitigate the impacts of climate change and is committed to doing its part to help the state achieve its climate goals, but requires the flexibility to do so in a manner that best serves the needs of its residents and businesses.

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

SECTION 1. That the City supports balanced energy solutions that provide it with the decision-making authority and resources needed to achieve the state's climate goals and supports proposed state legislation and regulation that retains local control by



RESOLUTION OF THE CITY OF LINDSAY

allowing all technologies and energy resources that can power buildings and fuel vehicles, and also meet or exceed emissions reductions regulations.

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	
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NAYS	

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

City Clerk

Mayor



STAFF REPORT

TO: CITY OF LINDSAY CITY COUNCIL
DATE: MAY 28, 2019
AGENDA #: 5
STAFF: William O. Zigler, City Manager

AGENDA ITEM

TITLE Resolution 19-28 , Appointing Gary Meling as the City of Lindsay Measure R Citizens' Oversight Committee Representative

ACTION Approval of Resolution 19-28

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 19-28 , Appointing Gary Meling as the City of Lindsay Measure R Citizens' Oversight Committee Representative

BACKGROUND | ANALYSIS

On November 7, 2006, the voters of Tulare County approved Measure R, which imposed a 1/2 cent sales tax for transportation within the incorporated and unincorporated area of Tulare County for the next 30 years. The transportation measure will generate slightly more than \$652 million over 30 years to Tulare County's transportation needs. A Citizens' Oversight Committee was formed to help monitor Measure R expenses and includes a representative from the City of Lindsay.

Membership and Responsibility.

The Citizens' Oversight Committee consists of 16 members and is designed to reflect the diversity of the County of Tulare. The purpose of the committee is to provide input on implementation of the Measure R Expenditure Plan, and to advise the Authority Board if and when the plan needs to be augmented and to



STAFF REPORT

TO: CITY OF LINDSAY CITY COUNCIL
DATE: MAY 28, 2019
AGENDA #: 5
STAFF: William O. Zigler, City Manager

ensure that the funds are being spent in accordance with the plan. The committee will also be responsible for informing the public and ensuring that the transportation measure expenditures are made in accordance with the plan and in the best interest of the residents of the county.

The committee meets quarterly and reviews the prior transactions of Measure R and discusses the upcoming projects. They have received multiple presentations on the usage of Measure R funds from member agencies. The committee has scrutinized multiple projects and showed a great interest in making sure Measure R funds are used to their maximum capacity.

Gary Meling has served as Lindsay's Measure R Citizens' Oversight Committee representative since 2017 and his term will be expiring June 30, 2019. Mr. Meling is a very active volunteer within the community, has been previously been selected by the Lindsay Chamber of Commerce as its "Man of the Year".

Mr. Meling has expressed interest in continuing to represent Lindsay for an additional 2-year term commencing on July 1, 2019. Term limit for this Citizens Oversight Committee is four terms (eight years in total). Previously, Phil Lobue was the City representative and had termed out of this position.

ALTERNATIVES

- Resolution 19-28 , Appointing Gary Meling as the City of Lindsay Measure R Citizens' Oversight Committee Representative as recommended.
- Do not award approve Resolution 19-28 , Appointing Gary Meling as the City of Lindsay Measure R Citizens' Oversight Committee Representative and provide direction to staff.

BENEFIT TO OR IMPACT ON CITY RESOURCES

No impact on City Resources anticipated.

ENVIRONMENTAL REVIEW

None necessary.

POLICY ISSUES

As described above.

PUBLIC OUTREACH

Posted in this Agenda

ATTACHMENTS

- Resolution 19-28
-



RESOLUTION OF THE CITY OF LINDSAY

NUMBER 19-28

TITLE Resolution 19-28 appointing Gary Meling as the City of Lindsay Representative to the Measure R Citizens' Oversight Committee.

WHEREAS, the City of Lindsay is required to appoint a representative to the Measure "R" Citizens' Oversight Committee; and

WHEREAS, Mr. Gary Meling is recognized as an upstanding citizen and dedicated advocate of the community and has served as the City's Measure R citizen oversight representative since 2017.

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

SECTION 1. The City Council of the City of Lindsay hereby appoints Mr. Gary Meling as the City's representative to the Measure "R" Citizen Oversight Committee with this term to begin on July 1, 2019 and expire on June 30, 2021; and

SECTION 2. Mr. Meling is to act on the City's behalf and carry out the assigned duties associated with the position to the best of his ability.

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

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

City Clerk

Mayor



STAFF REPORT

TO: CITY OF LINDSAY CITY COUNCIL
DATE: MAY 28, 2019
AGENDA #: 6
STAFF: Michael Camarena, Director of City Services

AGENDA ITEM

<i>TITLE</i>	Resolution 19-29 , supporting the California Department of Parks and Recreation Proposition 68 Competitive Grant Application; Update of Olive Bowl/Kaku Park Public Input Process
<i>ACTION</i>	Approval of Resolution 19-29
<i>PURPOSE</i>	Statutory/Contractual Requirement Council Vision/Priority Discretionary Action
<i>COUNCIL OBJECTIVE(S)</i>	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. Stimulate, attract and retain local businesses. Yield a fiscally self-reliant city government while providing effective, basic municipal services.

RECOMMENDATION

Staff recommends approval of Resolution 19-29 and that Council authorize City Manager or his designee authority to negotiate, sign and submit all related grant and project documents.

BACKGROUND | ANALYSIS

California Department of Parks and Recreation will be accepting Competitive Grant Applications in its Statewide Park Program (SPP). Round 3 of the SPP is expected to award \$255MM.

This competitive grant application funding comes from Proposition 68 (funding the Per Capita parks program as well). The obvious difference being this is a competitive application process.

In February 2019, Council approved a technical services agreement between the City and Public Health Advocates for technical assistant to support a Prop. 68 parks grant application. The selected project location for this grant application was the Olive Bowl/Kaku Park location.



STAFF REPORT

TO: CITY OF LINDSAY CITY COUNCIL
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STAFF: Michael Camarena, Director of City Services

This competitive program will create new parks and new recreation opportunities in underserved communities across California. Types of eligible projects must involve either development or a combination of acquisition and development to:

1. Create a new park
2. Expand an existing park
3. Renovate an existing park

Technical Assistance/Public Outreach-Input.

The public outreach required for this application has been very successful. There were 3 interactive public meetings held at the Lindsay Wellness Center on March 6, April 3 and May 8. Extensive instruction and explanation of project goals were outlined and over the 4 months of public input, project conceptual designs were created. While there were 4 conceptual designs submitted, 3 of the 4 were very similar in layout and the architectural design team that created the conceptual layouts incorporated the design features into the final 2 concepts. At the May 17 Friday Market, staff from PHA collected comments and additional public input related to the 2 conceptual layouts. If needed, a second public presentation will be made at the May 24 Friday Market.

The 2 conceptual designs will be presented to Council for review and comment at this evening's meeting.

Work to be completed prior to the final application presentation and approval by Council include final grant scope, project cost estimates, project timelines (projects must be completed by 2022), applicant capacity (30 years of adequate operation and maintenance are required) and environmental certification. The technical assistance team from PHA will develop the final estimated costs of the project as well. It is expected that the final application will be presented to Council in July 2019 with an application submittal date of August 5, 2019.

Round Two previously funded \$368 MM. While that was a significant dollar value awarded, there were a total of \$2.9 billion in applications submitted. 1 in 9 applications were awarded (11%) in Round 2 of this SPP.

ALTERNATIVES

- Council Approve Resolution 19-29 and authorize City Manager or his designee authority to negotiate, sign and submit all related grant and project documents as recommended.
- Council do not approve Resolution 19-29 as recommended and provide direction to staff

BENEFIT TO OR IMPACT ON CITY RESOURCES

Prop. 68 Per Capita funds could create opportunity to improve local parks that otherwise may not have been possible.



STAFF REPORT

TO: CITY OF LINDSAY CITY COUNCIL
DATE: MAY 28, 2019
AGENDA #: 6
STAFF: Michael Camarena, Director of City Services

ENVIRONMENTAL REVIEW

None at this time but will be reviewed by staff to determine what compliance certification will be necessary.

POLICY ISSUES

None at this time

PUBLIC OUTREACH

- Posted in this Agenda.
- Posted on the California Department of Parks and Recreation website. (http://www.parks.ca.gov/?page_id=30095)
- Public informational and interactive meetings held as identified above.

ATTACHMENTS

- Resolution 19-29



RESOLUTION OF THE CITY OF LINDSAY

NUMBER **19-29**

TITLE **APPROVING THE APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND
COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

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

- SECTION 1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and
- SECTION 2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and
- SECTION 3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
- SECTION 4. Delegates the authority to the City Manager or his designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
- SECTION 5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.
- SECTION 6. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).

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

MEETING DATE	
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RESOLUTION OF THE CITY OF LINDSAY

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City Clerk

Mayor



STAFF REPORT

TO: CITY OF LINDSAY CITY COUNCIL
DATE: MAY 28, 2019
AGENDA #: 7
STAFF: Michael Camarena, Director of City Services

AGENDA ITEM

<i>TITLE</i>	Update: Local Transportation Funds
<i>ACTION</i>	Minute Order Approval
<i>PURPOSE</i>	Statutory/Contractual Requirement Council Vision/Priority Discretionary Action Plan Implementation
<i>COUNCIL OBJECTIVE(S)</i>	Live in a safe, clean, comfortable and healthy environment. Nurture attractive residential neighborhoods and business districts. Dedicate resources to retain a friendly, small-town atmosphere. Stimulate, attract and retain local businesses. Advance economic diversity. Yield a fiscally self-reliant city government while providing effective, basic municipal services.

RECOMMENDATION

Approval of Local Transportation Funds Expenditures.

BACKGROUND | ANALYSIS

Local Transportation Funds (LTF) Update.

LTF are derived from a percentage of a general statewide sales tax. This percentage of sales tax is returned to every county in the state from where the tax was collected. TCAG administers the LTF and provides estimates to each jurisdiction of their share of the LTF, typically within the third quarter of calendar year. We were pleasantly surprised that the actual value of our share of LTF increased \$100,000 for this fiscal year. These additional LTF funds are proposed to be combined with utility enterprise funds to purchase necessary replacement equipment for enterprise and streets and roads departments. LTF funds can be utilized for this purpose as long as there are “no finding of unmet needs” within the jurisdictional transit program.



STAFF REPORT

TO: CITY OF LINDSAY CITY COUNCIL
DATE: MAY 28, 2019
AGENDA #: 7
STAFF: Michael Camarena, Director of City Services

ALTERNATIVES

- Approve Local Transportation Funds Expenditures to purchase necessary replacement equipment for streets and roads departments as recommended.
- Do not Approve Local Transportation Funds Expenditures to purchase necessary replacement equipment for streets and roads departments and provide direction to staff.

BENEFIT TO OR IMPACT ON CITY RESOURCES

The addition of the LTF's will allow replacement of equipment in the streets and roads department.

ENVIRONMENTAL REVIEW

None necessary.

POLICY ISSUES

None at this time.

PUBLIC OUTREACH

Posted in this agenda.

ATTACHMENTS

- None



STAFF REPORT

TO: CITY OF LINDSAY CITY COUNCIL
DATE: MAY 28, 2019
AGENDA #: 8
STAFF: Michael Camarena, Director of City Services

AGENDA ITEM

<i>TITLE</i>	Update: Streets Program
<i>ACTION</i>	Minute Order Approval
<i>PURPOSE</i>	Statutory/Contractual Requirement Council Vision/Priority Discretionary Action Plan Implementation
<i>COUNCIL OBJECTIVE(S)</i>	Live in a safe, clean, comfortable and healthy environment. Nurture attractive residential neighborhoods and business districts. Dedicate resources to retain a friendly, small-town atmosphere. Stimulate, attract and retain local businesses. Advance economic diversity. Yield a fiscally self-reliant city government while providing effective, basic municipal services.

RECOMMENDATION

Approval of Streets Program Construction Methods.

BACKGROUND | ANALYSIS

Streets Program Update.

In October 2018, Council approved 9 streets projects. The projects are in final design mode and preliminary estimates have been completed. The projects are separated into 2 categories:

- Cape Seal
- Rehabilitation

The projects below were proposed to receive the Cape Seal treatment. Upon further site inspection, 4 of the projects have been revised to receive an alternate surface improvement. The alternate paving treatment is now proposed to be a .2' (2 ½") mill and overlay (new asphalt). The projects targeted for the overlay process are;

- Maple Avenue
 - Sequoia Avenue
-



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TO: CITY OF LINDSAY CITY COUNCIL
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STAFF: Michael Camarena, Director of City Services

- Orange Avenue
- Hermosa Street

The projects to remain as Cape Seal projects are:

- Tulare Road
- Downtown Area (Elmwood, Honolulu, Mirage, Samoa, Sweet Brier)
- Harvard Avenue

The rehabilitation projects remain the same as previously approved;

- Hermosa Street 1
- Mirage Avenue

The project estimate for all projects is \$1.878MM and within the budget defined for the streets program.

ALTERNATIVES

- Approval of Streets Program Construction Methods as recommended
- Do not approve Streets Program Construction Methods as recommended and provide direction to staff

BENEFIT TO OR IMPACT ON CITY RESOURCES

The proposed revisions to the methods of construction for the streets identified above may increase the cost of these streets by 10%, but the life cycle of the streets is expected to increase by a minimum of 50%.

ENVIRONMENTAL REVIEW

None anticipated

POLICY ISSUES

None at this time.

PUBLIC OUTREACH

Posted in this agenda

ATTACHMENTS

- None
-