



# LINDSAY CITY COUNCIL MEETING: REGULAR MEETING AGENDA

251 E. Honolulu St., Lindsay, CA 93247

Tuesday, June 9, 2020 @ 6:00PM

Page 1

Notice is hereby given that the Lindsay City Council will hold its regular Council Meeting, on June 9, 2020 via webinar only. The webinar address for members of the public is [https://www.bigmarker.com/griswold\\_lasalle/06-09-2020-Lindsay-Council-Meeting](https://www.bigmarker.com/griswold_lasalle/06-09-2020-Lindsay-Council-Meeting) Persons with disabilities who may need assistance should contact the Deputy City Clerk at least 24 hours prior to the meeting at (559) 562-7102 ext. 8020.

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

---

## Item 1: 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 2: Council Reports

City Council Members report on recent or upcoming events

---

## Item 3: City Manager Update

City Manager or designee reports on city operations and events

---

## Item 4: Consent Calendar

Routine items approved in one motion unless item is pulled for discussion  
Pages 1-89

1. Minutes from May 26, 2020 City Council Meeting
2. Warrant List for May 21, 2020 through June 2, 2020
3. Treasurer's Report for May 2020
4. Resolution No. 20-22 Fireworks Application – La Puerta Abierta
5. Resolution No. 20-23 Fireworks Application – Lindsay Cultural Arts Council (LCAC) Fire Museum
6. Resolution No. 20-24 Fireworks Application – Foothill Rotary
7. School Resource Officer (SRO) Agreement with Lindsay Unified School District (LUSD)
8. Tulare County Dispatch Services Agreement
9. 2020-2021 Landscape & Lighting Assessment Districts (LLADs) Renewal
  - a. Resolution No. 20-25, Ordering the Preparation of an Engineer's for Landscape & Lighting Maintenance Districts for Fiscal year 2020-2021
  - b. Resolution No. 20-26, Giving Preliminary Approval of Engineer's Report for Fiscal Year 2020-2021 for Landscape & Lighting Maintenance Districts
  - c. Resolution No. 20-27, Declaring the Intent to Levy & Collect Assessments for Fiscal Year 2020-2021 & Setting a Public Hearing for July 14, 2020
10. Resolution 20-19, Requesting and Consenting to Consolidation of Election and Setting Forth the Specifications of the Election Order
11. Resolution 20-20, Requesting the Board of Supervisors of Tulare County Consent to

---



## LINDSAY CITY COUNCIL MEETING: REGULAR MEETING AGENDA

251 E. Honolulu St., Lindsay, CA 93247

Tuesday, June 9, 2020 @ 6:00PM

Page 2

---

### Permitting the Registrar of Voters to Render Specified Services to the City

---

Item 5: RESOLUTION 20-21, LINDSAY PROCUREMENT POLICY  
Presented by Juana Espinoza, Finance and Accounting Manager  
Pages 90-144

---

Item 6: Lindsay Wellness and Aquatic's Center Programming and Operations Update  
Presented by Lisa Davis, Wellness/Aquatics/Recreation Supervisor  
Pages 145-146

---

Item 7: Executive (Closed) Session  
NONE

---

Item 8: Requests for Future Agenda Items  
Presented by Councilmembers

---

Item 9: Adjourn  
The next regular Lindsay City Council meeting will be held at 6:00PM on June 23, 2020.

---



# LINDSAY CITY COUNCIL MEETING: REGULAR MEETING MINUTES

251 E. Honolulu St., Lindsay, CA 93247  
Tuesday, May 26, 2020 @ 6:00PM

Page 8560

Notice is hereby given that the Lindsay City Council will hold its regular Council Meeting, on May 26, 2020 via webinar only. The webinar address for members of the public is [https://www.bigmarker.com/griswold\\_lasalle/05-26-2020-Lindsay-City-Council](https://www.bigmarker.com/griswold_lasalle/05-26-2020-Lindsay-City-Council) Persons with disabilities who may need assistance should contact the Deputy City Clerk at least 24 hours prior to the meeting at (559) 562-7102 ext. 8020.

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

## RECOGNITION OF COMMUNITY LEADER-ISABEL ARROLLO-TOLAND, EXECUTIVE DIRECTOR OF EL QUINTO SOL DE AMERICA: PRESENTED BY MAYOR KIMBALL

---

### Item 1: 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.

- None

---

### Item 2: Council Reports

City Council Members report on recent or upcoming events

- Watson - urged the need for a safe plan for reopening the City and is concerned for the deteriorating emotional, physical, and mental well-being of Lindsay residents.
- Flores – the League of Cities has drafted a letter supporting Governor Newsom’s plan for reopening guidelines over the decision from the Tulare County Board of Supervisors to bypass state guidelines and move into Stage 3 of reopening
- Sanchez - is glad to report that the Dollar General is now open
- Councilmember Cortes – Face Mask Drive – Thru Pick Up Event Hosted by the Lindsay Local Hospital District will be on Saturday, May 30, from 10AM-1PM, until supplies last at the Lindsay Wellness Center Parking Lot ; wishes to congratulate the graduating class of 2020
- Mayor Kimball – Tulare County Association of Governments reports that Measure R revenue will see a decrease from prior months and transit funding has been suspended for fiscal year 2020-2021, it is anticipated that the CARES act will provide some funding relief. The Lindsay Gardens Projects is coming to a happy close as Lindsay Gardens residents are now all recovered from COVID-19. Drive-Through Waving Parade will be held Wednesday, June 3, 2020 at 10:30AM to celebrate.

---

### Item 3: City Manager Update

City Manager or designee reports on recent or upcoming events



# LINDSAY CITY COUNCIL MEETING: REGULAR MEETING MINUTES

251 E. Honolulu St., Lindsay, CA 93247  
Tuesday, May 26, 2020 @ 6:00PM

Page 8561

- The bidding process is scheduled to start for the landscape architecture of the Kaku/Olive Bowl park grant
- City Services summer hours start June 1, 2020 and will end September 18, 2020
- Please make sure to report any graffiti sightings to City Services 559-562-7102, option 4

## Item 4: Consent Calendar

Routine items approved in one motion unless item is pulled for discussion  
Pages 1-16

1. Minutes from May 12, 2020 City Council Meeting
2. Warrant List for May 6, 2020 through May 20, 2020
3. City Clerk/Assistant to the City Manager – Job Description

- No discussion

Motion:	To Approve						
1 <sup>st</sup>	2 <sup>nd</sup>	Result Motion	Kimball	Cortes	Watson	Flores	Sanchez
Sanchez	Cortes	5-0 Approved	Yes	Yes	Yes	Yes	Yes

## Item 5: LOCAL BUSINESS SURVEY AND OUTREACH PRESENTATION

Presented by Lisa Davis, Supervisor of Wellness/Aquatic/Recreation

- Thirty-three responses received from small and local businesses across all types of industries. Among these businesses, there is a high concern for the physical and financial well-being of their employees, and the majority of businesses are experiencing a negative financial impact due to COVID-19.
- All businesses that participated in the survey have been provided business information, including an invitation to our Free Small Business Webinar Workshop that will take place on June 18, 2020 6-8pm.
- Three Lindsay business were awarded the COVID-19 Business Continuity Mini Grant provided by the Workforce Investment Board of Tulare County
- Sanchez - encourages all employees financially impacted by COVID-19 to also look into unemployment and food stamps benefits during this time

## Item 6: LINDSAY WELLNESS CENTER PROGRAMMING COMMITTEE MISSION AND VISION STATEMENT

Presented by Lisa Davis, Supervisor of Wellness/Aquatic/Recreation  
Pages 17-18

- Cortes - The Lindsay Wellness Center has been developed through a partnership between the City of Lindsay and the Lindsay District Hospital Board. (Vision) The facility has been developed to provide a state-of-the-art, safe and friendly place to learn about health and wellness-related conditions, enjoy the company of others and exercise at their own pace. In addition to our group fitness classes, aquatics center, and fitness center, we offer a variety of educational and social activities. Wellness is an active process of becoming aware of and making choices toward a healthy and fulfilling life. Wellness is more than being





# LINDSAY CITY COUNCIL MEETING: REGULAR MEETING MINUTES

251 E. Honolulu St., Lindsay, CA 93247

Tuesday, May 26, 2020 @ 6:00PM

Page 8562

free from illness, it is a dynamic process of change and growth. Our mission is: To provide resources and programming that educate and support our community and our members in their learning to live healthy, active lives. To promote wellness not only through physical health and fitness, but also mental and social wellbeing. To offer a friendly and safe environment for individuals of all ages to evolve in their journey toward optimal wellness.

Motion:	To Approve						
1 <sup>st</sup>	2 <sup>nd</sup>	Result Motion	Kimball	Cortes	Watson	Flores	Sanchez
Watson	Flores	5-0 Approved	Yes	Yes	Yes	Yes	Yes

## Item 7: EMERGENCY ORDINANCE No. 583 REVIEW

Presented by Joseph M. Tanner, City Manager

Pages 19-44

- Tanner - Per Governor Newsom's order to move California into the early stage 2 phase of reopening, ordinance may be rescinded. advises that all businesses check in with their respective insurance carriers and any state regulations their business are subject to before resuming operations; no change to City operations.
- Sanchez - would like to follow recommendation from the League of Cities and send a letter declaring the City's support of State guidelines over the Tulare County Board of Supervisor's decision to bypass the Governor's re-opening of early Stage 2 and move the county into Stage 3

Motion:	To Rescind						
1 <sup>st</sup>	2 <sup>nd</sup>	Result Motion	Kimball	Cortes	Watson	Flores	Sanchez
Watson	Sanchez	5-0 Approved	Yes	Yes	Yes	Yes	Yes

## Item 8: Executive (Closed) Session

NONE

## Item 9: Requests for Future Agenda Items

Presented by Councilmembers

- None

## Item 10: Adjourn

The next regular Lindsay City Council meeting will be held at 6:00PM on June 9, 2020.

Motion:	To Adjourn						
1 <sup>st</sup>	2 <sup>nd</sup>	Result Motion	Kimball	Cortes	Watson	Flores	Sanchez
Cortes	Watson	5-0 Approved	Yes	Yes	Yes	Yes	Yes

Check #	Fund	Date	Vendor #	Vendor Name	Description	Amount
<b>TOTAL</b>						<b>\$ 116,922.00</b>
<b>16977</b>						<b>2,450.00</b>
	400 - WELLNESS CENTER	05/22/20	6260	LLEON SERVICES	POOL CONSULTING	2,450.00
<b>16978</b>						<b>438.61</b>
	101 - GENERAL FUND	05/29/20	2873	ADVANTAGE ANSWERING	5/1/2020-5/31/2020	438.61
<b>16979</b>						<b>365.53</b>
	101 - GENERAL FUND	05/29/20	7	AG IRRIGATION SALES	OPERATING SUPPLIES	135.19
	101 - GENERAL FUND	05/29/20	7	AG IRRIGATION SALES	OPERATING SUPPLIES	29.15
	101 - GENERAL FUND	05/29/20	7	AG IRRIGATION SALES	OPERATING SUPPLIES	26.86
	101 - GENERAL FUND	05/29/20	7	AG IRRIGATION SALES	OPERATING SUPPLIES	39.80
	552 - WATER	05/29/20	7	AG IRRIGATION SALES	OPERATING SUPPLIES	60.24
	552 - WATER	05/29/20	7	AG IRRIGATION SALES	OPERATING SUPPLIES	74.29
<b>16980</b>						<b>1,688.45</b>
	101 - GENERAL FUND	05/29/20	3898	AMERICAN INCORPORAT	150 N MIRAGE	656.35
	101 - GENERAL FUND	05/29/20	3898	AMERICAN INCORPORAT	CITY MANAGER -AC	1,032.10
<b>16981</b>						<b>315.00</b>
	400 - WELLNESS CENTER	05/29/20	6545	ANGELA GUTIERREZ	FACILITYRENTAL REFU	315.00
<b>16982</b>						<b>700.00</b>
	400 - WELLNESS CENTER	05/29/20	6546	BETHANY UNRUH	FACILITYRENTAL REFU	700.00
<b>16983</b>						<b>348.00</b>
	101 - GENERAL FUND	05/29/20	3925	CALIFORNIA POLICE C	CHIEF MEMBERSHIP	348.00
<b>16984</b>						<b>1,192.80</b>
	305 - COVID-19 EMERGENCY FUND	05/29/20	5832	CINTAS CORPORATION	ULTRACLEAN OFFICES	1,192.80
<b>16985</b>						<b>108.67</b>
	400 - WELLNESS CENTER	05/29/20	6509	COVERALL NORTH AMER	4/6/20-4/30/20	108.67
<b>16986</b>						<b>3,675.62</b>
	553 - SEWER	05/29/20	5978	DOMINO SOLAR LTD	4/1/20-4/30/20	3,675.62
<b>16987</b>						<b>11,385.38</b>
	552 - WATER	05/29/20	137	FRIANT WATER AUTHOR	BILLING MARCH & APR	675.00
	552 - WATER	05/29/20	137	FRIANT WATER AUTHOR	SLDMWA FOR MAY 2020	10,710.38
<b>16988</b>						<b>204.00</b>
	400 - WELLNESS CENTER	05/29/20	6544	GEORGIA MARUM	FACILITYRENTAL REFU	204.00
<b>16989</b>						<b>358.23</b>
	552 - WATER	05/29/20	2283	GOLDEN STATE FLOW M	WTP MATERIALS	358.23
<b>16990</b>						<b>357.92</b>
	101 - GENERAL FUND	05/29/20	151	GRAINGER INC	PARKS-OPERATING SUP	119.31
	552 - WATER	05/29/20	151	GRAINGER INC	PARKS-OPERATING SUP	119.30
	553 - SEWER	05/29/20	151	GRAINGER INC	PARKS-OPERATING SUP	119.31
<b>16991</b>						<b>309.66</b>
	101 - GENERAL FUND	05/29/20	1391	HOME DEPOT	EQUIPMENT MAINT	309.66
<b>16992</b>						<b>50,690.90</b>
	101 - GENERAL FUND	05/29/20	6100	KEENAN & ASSOCIATES	RETIREE PLAN - MAY	2,378.85
	101 - GENERAL FUND	05/29/20	6100	KEENAN & ASSOCIATES	COMPLETE CARE-MAY	895.57
	101 - GENERAL FUND	05/29/20	6100	KEENAN & ASSOCIATES	COMPLETE CARE-MAY	47,416.48
<b>16993</b>						<b>1,523.51</b>
	400 - WELLNESS CENTER	05/29/20	5788	LINCOLN AQUATICS	GAL BULK-CHLORINE	824.11
	400 - WELLNESS CENTER	05/29/20	5788	LINCOLN AQUATICS	GAL BULK-CHLORINE	699.40
<b>16994</b>						<b>284.64</b>
	400 - WELLNESS CENTER	05/29/20	3819	LISA DAVIS	REIMBURSEMENT	284.64
<b>16995</b>						<b>37.16</b>
	101 - GENERAL FUND	05/29/20	6162	MUNISERVICES	SUTA SERVICE 12/31/	37.16
<b>16996</b>						<b>4,460.00</b>
	400 - WELLNESS CENTER	05/29/20	276	PORTERVILLE RECORDE	AD WELLNESS 1/31	800.00
	400 - WELLNESS CENTER	05/29/20	276	PORTERVILLE RECORDE	WELLNESS AD 2/29	1,175.00
	400 - WELLNESS CENTER	05/29/20	276	PORTERVILLE RECORDE	WELLNESS AD 3/31/20	1,335.00
	400 - WELLNESS CENTER	05/29/20	276	PORTERVILLE RECORDE	WELLNESS AD 4/30/20	1,150.00

<b>16997</b>						<b>3,621.68</b>
	553 - SEWER	05/29/20	4618	PROVOST & PRITCHARD	POND MONITORING APR	3,621.68
<b>16998</b>						<b>214.90</b>
	101 - GENERAL FUND	05/29/20	3924	SECURITY FIRST ALAR	ALARM MONITORING	34.95
	101 - GENERAL FUND	05/29/20	3924	SECURITY FIRST ALAR	ALARM MONITORING	59.95
	101 - GENERAL FUND	05/29/20	3924	SECURITY FIRST ALAR	FIRE SERVICE CALL	120.00
<b>16999</b>						<b>4,967.04</b>
	552 - WATER	05/29/20	4555	THATCHER COMPANY IN	CHLORINE	2,734.64
	552 - WATER	05/29/20	4555	THATCHER COMPANY IN	CHLORINE	4,482.40
	552 - WATER	05/29/20	4555	THATCHER COMPANY IN	CONTAINER REFUND	(1,350.00)
	552 - WATER	05/29/20	4555	THATCHER COMPANY IN	CONTAINER REFUND	(900.00)
<b>17000</b>						<b>501.00</b>
	101 - GENERAL FUND	05/29/20	5343	SJVAPCD	19/20 ANNUAL ASSESS	501.00
<b>17001</b>						<b>407.67</b>
	101 - GENERAL FUND	05/29/20	310	SOUTHERN CA. EDISON	3-033-5943-68	12.31
	261 - GAS TAX FUND	05/29/20	310	SOUTHERN CA. EDISON	2-31-363-1293	101.39
	261 - GAS TAX FUND	05/29/20	310	SOUTHERN CA. EDISON	2-31-363-1293	34.27
	261 - GAS TAX FUND	05/29/20	310	SOUTHERN CA. EDISON	2-31-363-1293	44.05
	261 - GAS TAX FUND	05/29/20	310	SOUTHERN CA. EDISON	2-31-363-1293	39.92
	261 - GAS TAX FUND	05/29/20	310	SOUTHERN CA. EDISON	2-31-363-1293	49.48
	261 - GAS TAX FUND	05/29/20	310	SOUTHERN CA. EDISON	3-033-9421-46	33.13
	261 - GAS TAX FUND	05/29/20	310	SOUTHERN CA. EDISON	3-033-1133-77	15.96
	261 - GAS TAX FUND	05/29/20	310	SOUTHERN CA. EDISON	3-033-1133-77	64.78
	891 - PELOUS RANCH	05/29/20	310	SOUTHERN CA. EDISON	2-35-921-6264	12.38
<b>17002</b>						<b>225.62</b>
	400 - WELLNESS CENTER	05/29/20	6500	SPECTRUM BUSINESS	ACT 820312008010847	225.62
<b>17003</b>						<b>1,127.00</b>
	553 - SEWER	05/29/20	1921	TELSTAR INSTRUMENTS	WWTP-SERVICE	1,127.00
<b>17004</b>						<b>910.03</b>
	400 - WELLNESS CENTER	05/29/20	144	THE GAS COMPANY	092-375-2718-0	910.03
<b>17005</b>						<b>644.34</b>
	400 - WELLNESS CENTER	05/29/20	3396	THYSSENKRUPP ELEVAT	4/1/20-4/30/20	322.17
	400 - WELLNESS CENTER	05/29/20	3396	THYSSENKRUPP ELEVAT	5/1/20-5/31/20	322.17
<b>17006</b>						<b>4,950.00</b>
	101 - GENERAL FUND	05/29/20	6547	TINO'S FENCE INC	PARK-FENCE	4,950.00
<b>17007</b>						<b>30.00</b>
	101 - GENERAL FUND	05/29/20	2623	TULARE COUNTY RECOR	GRANT DEE RECORDING	30.00
<b>17008</b>						<b>329.80</b>
	553 - SEWER	05/29/20	336	TULARE COUNTY TAX C	SECOND INSTALLMENT	329.80
<b>17009</b>						<b>6,490.06</b>
	101 - GENERAL FUND	05/29/20	6326	CORPORATE PAYMENT S	STAPLES THUMBDRIVE	40.13
	101 - GENERAL FUND	05/29/20	6326	CORPORATE PAYMENT S	CREDIT	(18.94)
	101 - GENERAL FUND	05/29/20	6326	CORPORATE PAYMENT S	NEWSTRIPE	18.94
	101 - GENERAL FUND	05/29/20	6326	CORPORATE PAYMENT S	AMAZON-WELLNESS	271.86
	101 - GENERAL FUND	05/29/20	6326	CORPORATE PAYMENT S	FORMSTACK	390.00
	101 - GENERAL FUND	05/29/20	6326	CORPORATE PAYMENT S	SMART PAYROLL	5.95
	101 - GENERAL FUND	05/29/20	6326	CORPORATE PAYMENT S	FASTRIP	5.09
	101 - GENERAL FUND	05/29/20	6326	CORPORATE PAYMENT S	FASTRIP	5.70
	101 - GENERAL FUND	05/29/20	6326	CORPORATE PAYMENT S	PANERA	39.66
	101 - GENERAL FUND	05/29/20	6326	CORPORATE PAYMENT S	SAVEMART	58.00
	101 - GENERAL FUND	05/29/20	6326	CORPORATE PAYMENT S	ADOBE	14.99
	101 - GENERAL FUND	05/29/20	6326	CORPORATE PAYMENT S	ADOBE	14.99
	101 - GENERAL FUND	05/29/20	6326	CORPORATE PAYMENT S	ADOBE	12.99
	101 - GENERAL FUND	05/29/20	6326	CORPORATE PAYMENT S	ADOBE	14.99
	101 - GENERAL FUND	05/29/20	6326	CORPORATE PAYMENT S	ADOBE	9.99
	101 - GENERAL FUND	05/29/20	6326	CORPORATE PAYMENT S	SAVEMART 1	26.75
	101 - GENERAL FUND	05/29/20	6326	CORPORATE PAYMENT S	SAVEMART	26.75
	101 - GENERAL FUND	05/29/20	6326	CORPORATE PAYMENT S	SAVEMART	26.75
	101 - GENERAL FUND	05/29/20	6326	CORPORATE PAYMENT S	AMAZON -IPAD CASES	195.24
	305 - COVID-19 EMERGENCY FUND	05/29/20	6326	CORPORATE PAYMENT S	MYMEDIC-MASKS	295.00
	305 - COVID-19 EMERGENCY FUND	05/29/20	6326	CORPORATE PAYMENT S	NEWEGG	1,232.79

	305 - COVID-19 EMERGENCY FUND	05/29/20	6326	CORPORATE PAYMENT S	NEWEGG	1,784.83
	305 - COVID-19 EMERGENCY FUND	05/29/20	6326	CORPORATE PAYMENT S	TARGET	361.21
	305 - COVID-19 EMERGENCY FUND	05/29/20	6326	CORPORATE PAYMENT S	TARGET	269.00
	305 - COVID-19 EMERGENCY FUND	05/29/20	6326	CORPORATE PAYMENT S	TARGET	269.00
	305 - COVID-19 EMERGENCY FUND	05/29/20	6326	CORPORATE PAYMENT S	TARGET	188.00
	305 - COVID-19 EMERGENCY FUND	05/29/20	6326	CORPORATE PAYMENT S	ZOOM	46.74
	400 - WELLNESS CENTER	05/29/20	6326	CORPORATE PAYMENT S	OFFICE MAX	338.70
	400 - WELLNESS CENTER	05/29/20	6326	CORPORATE PAYMENT S	AMAZON-WELLNESS	13.30
	400 - WELLNESS CENTER	05/29/20	6326	CORPORATE PAYMENT S	LOWES	250.06
	400 - WELLNESS CENTER	05/29/20	6326	CORPORATE PAYMENT S	LOWES	239.88
	400 - WELLNESS CENTER	05/29/20	6326	CORPORATE PAYMENT S	LOWES	14.99
	400 - WELLNESS CENTER	05/29/20	6326	CORPORATE PAYMENT S	LOWES	26.73
<b>17010</b>						<b>772.40</b>
	101 - GENERAL FUND	05/29/20	5747	UNITED STAFFING	ANTHONY 5/4-5/10/20 2	257.47
	101 - GENERAL FUND	05/29/20	5747	UNITED STAFFING	ANTHONY 5/4-5/10/20	257.46
	101 - GENERAL FUND	05/29/20	5747	UNITED STAFFING	ANTHONY 5/4-5/10/20	257.47
<b>17011</b>						<b>1,605.86</b>
	101 - GENERAL FUND	05/29/20	368	VOLLMER EXCAVATION,	DECOMPOSED GRANITE	802.93
	552 - WATER	05/29/20	368	VOLLMER EXCAVATION,	DECOMPOSED GRANITE	802.93
<b>17013</b>						<b>392.77</b>
	101 - GENERAL FUND	06/02/20	3977	AFLAC	DED:015 AFLAC	392.77
<b>17014</b>						<b>465.41</b>
	101 - GENERAL FUND	06/02/20	4660	CITY OF LINDSAY	DED:CDBG CDBG PMT	218.41
	101 - GENERAL FUND	06/02/20	4660	CITY OF LINDSAY	DED:L203 CDBG LOAN	247.00
<b>17015</b>						<b>1,078.70</b>
	101 - GENERAL FUND	06/02/20	451	CITY OF LINDSAY EMP	DED:0503 SEC 125	1,068.70
	101 - GENERAL FUND	06/02/20	451	CITY OF LINDSAY EMP	DED:0503 SEC 125	10.00
<b>17016</b>						<b>130.95</b>
	101 - GENERAL FUND	06/02/20	3192	SEIU LOCAL 521	DED:DUES UNION DUES	130.95
<b>17017</b>						<b>6,231.49</b>
	101 - GENERAL FUND	06/02/20	6452	GREAT-WEST TRUST	DED:0500 DEF COMP	2,533.27
	101 - GENERAL FUND	06/02/20	6452	GREAT-WEST TRUST	DED:ROTH ROTH	75.00
	101 - GENERAL FUND	06/02/20	6452	GREAT-WEST TRUST	DED:151 DEFERCOMP	2,663.55
	101 - GENERAL FUND	06/02/20	6452	GREAT-WEST TRUST	DED:151 DEFERCOMP	959.67
<b>17018</b>						<b>82.74</b>
	101 - GENERAL FUND	06/02/20	6409	BERNARD HEALTH LEGA	DED:MET MET LAW	82.74
<b>17019</b>						<b>50.82</b>
	101 - GENERAL FUND	06/02/20	2325	LINDSAY PUBLIC SAFE	DED:LPOA LPOA DUES	50.82
<b>17020</b>						<b>437.07</b>
	101 - GENERAL FUND	06/02/20	3042	STATE DISBURSEMENT	DED:0512 CHILD SUPT	437.07
<b>17021</b>						<b>360.57</b>
	101 - GENERAL FUND	06/02/20	1955	TEAMSTERS LOCAL 856	DED:0508 TEAMSTERS	360.57



**Monthly Treasurer's Report**  
**May 31, 2020**  
**Cash Balances Classified by Depository**

**CASH RESOURCES**

LOCATION	GL ACCOUNT #	TYPE	BALANCE
Cash Register Funds (City Hall & Wellness)	100-102	RES	\$800
Bank of the Sierra- Depository Account	100-114	GEN	\$2,044,951
Bank of the Sierra - AP/Operating	100-100	GEN	\$204,109
Bank of the Sierra - Payroll	100-106	GEN	\$1,260,976
Bank of the Sierra - Wellness Center	100-500	GEN	\$55,743
Bank of the Sierra - Impound Account	100-120	RES	\$17,320
Bank of the Sierra - HOME & CALHOME	100-119	RES	\$392,839
Bank of the Sierra - CDBG	100-118	RES	\$290,847
LAIF Savings: City & Successor Agency	100-103	INV-RES	\$3,781,402
<b>TOTAL</b>			<b>\$8,048,987</b>

**CASH EXPENDED**

ACCOUNTS PAYABLE & PAYROLL	AMOUNT
Accounts Payable	
Payroll (May 10th Payday)	
Payroll (May 24th Payday)	
<b>TOTAL</b>	<b>\$ -</b>

DEBT SERVICE	FUND	AMOUNT
Library		\$28,434
Tulare Road		\$19,923
<b>TOTAL</b>		<b>\$ 48,356</b>

**INVESTMENTS**

**INVESTMENT POLICY COMPLIANCE**

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

<b>INVESTED FUNDS</b>	<b>\$3,781,402</b>
-----------------------	--------------------

Respectfully submitted,

*Juana Espinoza*

Finance and Accounting Manager  
 City of Lindsay

**ABBREVIATIONS**

GEN: GENERAL UNRESTRICTED  
 RES: RESTRICTED ACTIVITY  
 INV: INVESTMENT

# STAFF REPORT



TO: LINDSAY CITY COUNCIL  
DATE: June 9, 2020  
AGENDA #: 4.4 – 4.6  
FROM: Michael Camarena, Director of City Services & Planning

## 2020 Fireworks Booth Temporary Use Permit Requests (TUP 20-06, 20-07, 20-08)

**ACTION** Request Approval of Temporary Use Permits to operate Firework Vending Booths within the City of Lindsay

**PURPOSE**

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

**OBJECTIVE(S)**

- Live in a safe, clean, comfortable, and healthy environment.
- Increase our keen sense of identity in a 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 self-reliant city government that provides effective, basic services.

## RECOMMENDATION

Staff respectfully recommends approval of TUP 20-06, 20-07, 20-08.

## BACKGROUND | ANALYSIS

In 1998, City Council adopted Ordinance No. 490, which allows fireworks sales booths within Lindsay city limits. City Council may approve fireworks booths and sales through the temporary use permit process. Several non-profit organizations in the community have applied each summer to sell fireworks as fundraisers for their groups. To date, there have been no notable problems with the operation of the booths or with the purchase and use of legal fireworks in Lindsay. Three community organizations have filed applications for temporary use permits to sell fireworks during this Fourth of July season:

1. Centro Cristiano, La Puerta Abierta. Temporary Use Permit No. 20-06. Application for a firework booth located at 280 N. Mirage (in the parking lot between the church and Angel Garden flower shop).
2. Lindsay Cultural Arts Council/Fire Museum. Temporary Use Permit No. 20-07. Application for a firework booth located at the southeast corner of Hermosa and State Highway 65 (Olivewood Plaza Shopping Center, east of Starbucks Coffee and Little Caesars' pizza).
3. Foothill Rotary of Lindsay. Temporary Use Permit No. 20-08. Application for a firework booth located at 720 North Elmwood (northeast corner of Elmwood Avenue and Tulare Road).

The locations of the proposed fireworks booths are shown on attached aerial maps.

# STAFF REPORT



TO: LINDSAY CITY COUNCIL  
DATE: June 9, 2020  
AGENDA #: 4.4 – 4.6  
FROM: Michael Camarena, Director of City Services & Planning

---

## ALTERNATIVES

- Approve with modifications.
- Deny one or more requests.
- Instruct staff to provide additional information.

## BENEFIT TO OR IMPACT ON CITY RESOURCES

Anticipated benefits include providing opportunities for residents to purchase and use “safe and sane” fireworks and promotes a safe environment to celebrate the holiday. Anticipated impacts include additional staff resources to inspect and ensure booths are safe and operate per required standards. This impact is mitigated by charging an appropriate fee for booth applications to cover needed staff time and resources.

## ENVIRONMENTAL REVIEW

Not required by CEQA: The California Environmental Quality Act finds the minor temporary use of land having negligible or no permanent effects on the environment to be categorically exempt, under CEQA Article 19, Section §15304  
 If required by CEQA:

## POLICY ISSUES

No policy issues  
 Policy issues: In sum, each applicant must adhere to the strict safety, operational, and location requirements of Ordinance 490. The temporary use permit process focuses on site-specific issues, such as:

- Zoning consistency
- Duration of the proposed temporary use
- Access
- Traffic congestion
- Parking
- Air Quality
- Other issues which may impact existing improvements, uses, and surrounding areas.

Other code requirements for fireworks stands are handled on an administrative basis by staff. These requirements include, for example:

- Business licensing
- Liability insurance requirements
- Site inspections for fire and building safety
- Stand construction standards for safety
- Proper fire extinguishers kept on site
- Safe fireworks storage practices

---

## STAFF REPORT



TO: LINDSAY CITY COUNCIL  
DATE: June 9, 2020  
AGENDA #: 4.4 – 4.6  
FROM: Michael Camarena, Director of City Services & Planning

---

TNT Fireworks has provided instruction and diagrams for each potential vendor to follow required social distancing. The instructions and diagrams include both volunteers working at the booths and consumers wanting to purchase fireworks. Attachments that will be provided include:

- Distancing Diagram
- Physical Distancing Protocol
- Social Distancing Flyer

### **Parking:**

In general, the proposed fireworks booths would be approximately 200 square feet in size. The Zoning Ordinance normally requires one parking space for every 200 square feet of floor area for retail uses. However, if the proposed use creates the need for two or less parking spaces, no additional parking is required (per Zoning Ordinance Section 18.13.020.F). No additional parking will be required per code for any of the proposed stands. Adequate temporary parking is generally available on or immediately adjacent to each proposed site.

### **Hours of Operation:**

City codes limit hours of operation for fireworks stands to between the hours of 9 a.m. to 11 p.m. daily. On the first possible day of sales, June 29th, sales may not begin until 12 noon. Due to the volunteer nature of the organizations, which are staffing these stands, actual hours of operation may vary. However, the hours of operation would be limited to those currently allowed by ordinance.

### **Format for City Council Review:**

Each separate temporary use permit application must be reviewed separately. For each application, the following materials are presented for Council review:

- Project summary
- Staff recommendation
- Aerial site plan
- Proposed resolutions of approval

Council should review each application separately and make an individual decision on the particular merit and circumstances of the particular application. If Council wishes to approve an application, a separate resolution of approval should be adopted. Staff is recommending approval of each application, subject to the conditions outlined in the draft resolutions.

---



## STAFF REPORT



TO: LINDSAY CITY COUNCIL  
DATE: June 9, 2020  
AGENDA #: 4.4 – 4.6  
FROM: Michael Camarena, Director of City Services & Planning

---

### *PUBLIC OUTREACH*

Posted in this agenda  
 Additional public outreach:

### *ATTACHMENTS*

- Aerial Site Plans
- Resolution 20-22
- Resolution 20-23
- Resolution 20-24
- Distancing Diagram
- Physical Distancing Protocol
- Social Distancing Flyer

## STAFF REPORT



TO: LINDSAY CITY COUNCIL  
DATE: June 9, 2020  
AGENDA #: 4.4 – 4.6  
FROM: Michael Camarena, Director of City Services & Planning

---

### *INDIVIDUAL PERMIT REQUEST REVIEW – TUP 20-06: CENTRO CHRISTIANO, LA PUERTA ABIERTA CHURCH*

#### **Discussion:**

**Request:** Centro Christiano, La Puerta Abierta Church is requesting approval of a Temporary Use Permit to operate a firework stand at 280 N. Mirage, in the parking lot between the church and Angel Garden flower shop. The proposed stand would be located on the west side of the lot, facing Mirage. The applicant operated a stand at this site last year.

**Zoning:** The site is zoned Central Commercial. The project would be consistent with this zoning designation.

**Duration of Use:** The proposed fireworks stand would be open from June 29 to July 4, consistent with code limitations. Hours of operation would be consistent with code limitations.

**Access:** The site would take vehicular access from Mirage.

**Traffic congestion:** Since the project would be interior to the site, and away from major drive aisles, there should be no potential for traffic congestion and parking is adequate within the lot and along Mirage.

**Other issues:** The operation would be subject to applicable fire and building safety codes as well as social distancing requirements.

### *INDIVIDUAL PERMIT REQUEST REVIEW – TUP 20-07: LINDSAY CULTURAL ARTS COUNCIL/FIRE MUSEUM*

#### **Discussion:**

**Request:** The Lindsay Cultural Arts Council/Fire Museum is requesting approval of a Temporary Use Permit to operate a firework stand at the Olivewood Plaza shopping center (southeast corner of Hermosa and State Highway 65). The proposed stand would be located in the center tier of parking spaces in the shopping center parking lot, just east of Starbucks Coffee and Little Caesars' Pizza. The proposed stand would cover three parking spaces and face north, towards the interior of the shopping center. The applicant operated a stand at this location last year.

**Zoning:** The site is zoned Central Commercial. The project would be consistent with this zoning designation.

**Duration of Use:** The proposed fireworks stand would be open from June 29 to July 4, consistent with code limitations. Hours of operation would be consistent with code limitations.

**Access:** The site would take vehicular access from the shopping center parking lot, with indirect access from Hermosa.

---

## STAFF REPORT



TO: LINDSAY CITY COUNCIL  
DATE: June 9, 2020  
AGENDA #: 4.4 – 4.6  
FROM: Michael Camarena, Director of City Services & Planning

---

Traffic congestion: Since the project would be interior to the site, and away from major drive aisles, there should be no potential for traffic congestion.

Other issues: The operation would be subject to applicable fire and building safety codes as well as social distancing requirements.

### *INDIVIDUAL PERMIT REQUEST REVIEW – TUP 20-08: LINDSAY FOOTHILL ROTARY*

#### **Discussion:**

Request: The Lindsay Foothill Rotary are requesting approval of a Temporary Use Permit to operate a firework booth at 720 North Elwood Avenue (northeast corner of Elmwood Avenue and Tulare Road. The proposed stand would be located towards the center, southern portion of the empty lot.

Zoning: The site is zoned CN, Neighborhood Commercial. The project would be consistent with this zoning designation.

Duration of Use: The proposed fireworks stand would be open from June 29 to July 4, consistent with code limitations. Hours of operation would be consistent with code limitations.

Access: The site would take vehicular access from the Elmwood Avenue or the adjacent alley to the east.

Traffic congestion: Since the project would be interior to the site, and away from major drive aisles, there should be no potential for traffic congestion.

Other issues: The operation would be subject to applicable fire and building safety codes as well as social distancing requirements.



**LA PUERTA ABIERTA CHURCH**

FIREWORKS BOOTH LOCATION

La Puerta Abierta Church

E Samoa St

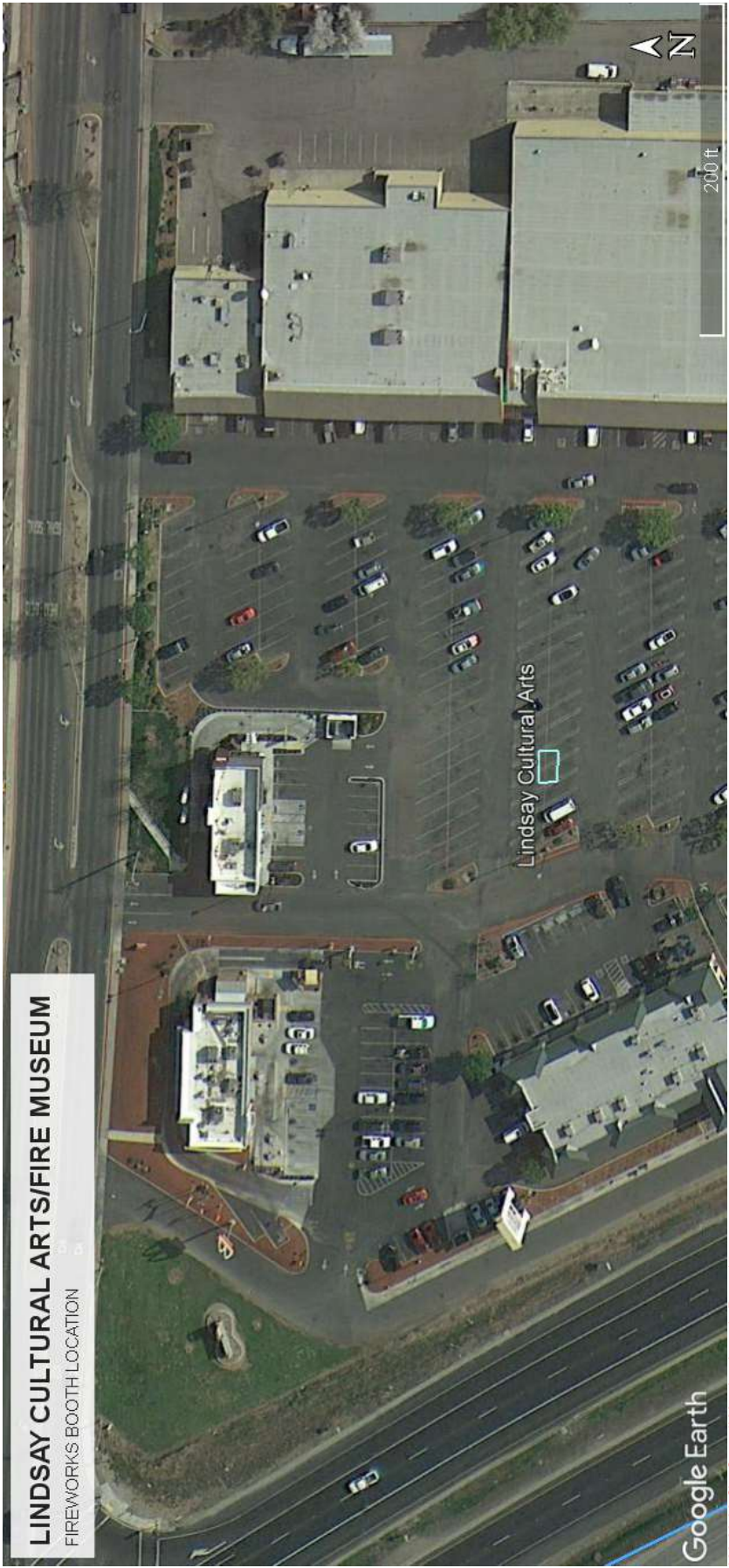
E Hermosa St

200 ft

Google Earth

© 2020 Google





**LINDSAY CULTURAL ARTS/FIRE MUSEUM**  
FIREWORKS BOOTH LOCATION



**LINDSAY FOOTHILL ROTARY**  
FIREWORKS BOOTH LOCATION

Google Earth

© 2020 Google



## RESOLUTION OF THE CITY OF LINDSAY

NUMBER           **20-22**

TITLE               **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY APPROVING TEMPORARY USE PERMIT NO. 20-06, A REQUEST BY CENTRO CHRISTIANO, LA PUERTA ABIERTA CHURCH, TO OPERATE A TEMPORARY FIREWORKS SALES BOOTH, FOR PROPERTY LOCATED AT 280 N. MIRAGE AVENUE (IN THE PARKING LOT BETWEEN THE CHURCH AND ANGEL GARDEN).**

MEETING           At a regularly scheduled meeting of the City of Lindsay City Council held on June 9, 2020 at 6:00 PM Via Webinar

**WHEREAS**, Temporary Use Permit Application No. 20-06 was filed pursuant to the regulations contained in Ordinance No. 437, the Zoning Ordinance of the City of Lindsay; and

**WHEREAS**, the City Council of the City of Lindsay did hold a public meeting before said Council on June 9, 2020; and

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

**WHEREAS**, the project is categorically exempt from the provisions of the California Environmental Quality Act, as the minor temporary use of land having negligible or no permanent effects on the environment.

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

- SECTION 1.           That the project is exempt from further environmental review pursuant to CEQA Article 19, Section §15304.
- SECTION 2.           That the booth be located consistent with the proposed site plan.
- SECTION 3.           That the booth shall not obstruct clear driveway access.
- SECTION 4.           That all necessary licenses, permits, and insurance be secured prior to opening the booth.
- SECTION 5.           That all provisions of Municipal Code Chapter 8.22, pertaining to the sale of safe and sane fireworks, be adhered to in the operation of the temporary fireworks sales' booth. Public Safety shall provide a copy of Municipal Code Chapter 8.22 to applicant for reference.
- SECTION 6.           That the applicant pays all applicable city fees.
- SECTION 7.           That the applicant complies with all applicable city codes and ordinances.





## RESOLUTION OF THE CITY OF LINDSAY

- SECTION 8. That the applicant abides by instructions and diagrams to follow required social distancing.
- SECTION 9. That the applicant shall remove any and all weeds on the site within 50 feet of the fireworks booth.
- SECTION 10. That the applicant shall control dust in the area of the stand as necessary.

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

MEETING DATE	June 9, 2020
MOTION	
2 <sup>nd</sup> MOTION	
AYES	
ABSENT	
ABSTAIN	
NAYS	

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

\_\_\_\_\_  
Juana Espinoza, Deputy City Clerk

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





## RESOLUTION OF THE CITY OF LINDSAY

NUMBER           **20-23**

TITLE               **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY APPROVING TEMPORARY USE PERMIT NO. 20-07, A REQUEST BY THE LINDSAY CULTURAL ARTS COUNCIL, TO OPERATE A TEMPORARY FIREWORKS SALES STAND, FOR PROPERTY LOCATED AT THE SOUTHEAST CORNER OF HERMOSA STREET AND HIGHWAY 65 (THE OLIVEWOOD PLAZA SHOPPING CENTER, EAST OF STARBUCKS AND LITTLE CAESAR'S PIZZA).**

MEETING           At a regularly scheduled meeting of the City of Lindsay City Council held on June 9, 2020 at 6:00 PM Via Webinar

**WHEREAS**, Temporary Use Permit Application No. 20-07 was filed pursuant to the regulations contained in Ordinance No. 437, the Zoning Ordinance of the City of Lindsay; and

**WHEREAS**, the City Council of the City of Lindsay did hold a public meeting before said Council on June 9, 2020; and

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

**WHEREAS**, the project is categorically exempt from the provisions of the California Environmental Quality Act, as the minor temporary use of land having negligible or no permanent effects on the environment.

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

- SECTION 1.           That the project is exempt from further environmental review pursuant to CEQA Article 19, Section §15304.
- SECTION 2.           That the booth be located consistent with the proposed site plan.
- SECTION 3.           That the booth shall not obstruct clear driveway access.
- SECTION 4.           That all necessary licenses, permits, and insurance be secured prior to opening the booth.
- SECTION 5.           That all provisions of Municipal Code Chapter 8.22, pertaining to the sale of safe and sane fireworks, be adhered to in the operation of the temporary fireworks sales' booth. Public Safety shall provide a copy of Municipal Code Chapter 8.22 to applicant for reference.
- SECTION 6.           That the applicant pays all applicable city fees.
- SECTION 7.           That the applicant complies with all applicable city codes and ordinances.



## RESOLUTION OF THE CITY OF LINDSAY

- SECTION 8. That the applicant abides by instructions and diagrams to follow required social distancing.
- SECTION 9. That the applicant shall remove any and all weeds on the site within 50 feet of the fireworks booth.
- SECTION 10. That the applicant shall control dust in the area of the stand as necessary.

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

MEETING DATE	June 9, 2020
MOTION	
2 <sup>nd</sup> MOTION	
AYES	
ABSENT	
ABSTAIN	
NAYS	

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

\_\_\_\_\_  
Juana Espinozo, Deputy City Clerk

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



## RESOLUTION OF THE CITY OF LINDSAY

NUMBER           **20-24**

TITLE               **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY APPROVING TEMPORARY USE PERMIT NO. 20-08, A REQUEST BY THE LINDSAY FOOTHILL ROTARY, TO OPERATE A TEMPORARY FIREWORKS SALES STAND, FOR PROPERTY LOCATED AT 720 N. ELMWOOD (NORTH EAST CORNER OF ELMWOOD AVE AND TULARE ROAD.**

MEETING           At a regularly scheduled meeting of the City of Lindsay City Council held on June 9, 2020 at 6:00 PM Via Webinar

**WHEREAS**, Temporary Use Permit Application No. 20-08 was filed pursuant to the regulations contained in Ordinance No. 437, the Zoning Ordinance of the City of Lindsay; and

**WHEREAS**, the City Council of the City of Lindsay did hold a public meeting before said Council on June 9, 2020; and

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

**WHEREAS**, the project is categorically exempt from the provisions of the California Environmental Quality Act, as the minor temporary use of land having negligible or no permanent effects on the environment.

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

- SECTION 1.           That the project is exempt from further environmental review pursuant to CEQA Article 19, Section §15304.
- SECTION 2.           That the booth be located consistent with the proposed site plan.
- SECTION 3.           That the booth shall not obstruct clear driveway access.
- SECTION 4.           That all necessary licenses, permits, and insurance be secured prior to opening the booth.
- SECTION 5.           That all provisions of Municipal Code Chapter 8.22, pertaining to the sale of safe and sane fireworks, be adhered to in the operation of the temporary fireworks sales' booth. Public Safety shall provide a copy of Municipal Code Chapter 8.22 to applicant for reference.
- SECTION 6.           That the applicant pays all applicable city fees.
- SECTION 7.           That the applicant complies with all applicable city codes and ordinances.



## RESOLUTION OF THE CITY OF LINDSAY

- SECTION 8. That the applicant abides by instructions and diagrams to follow required social distancing.
- SECTION 9. That the applicant shall remove any and all weeds on the site within 50 feet of the fireworks booth.
- SECTION 10. That the applicant shall control dust in the area of the stand as necessary.

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

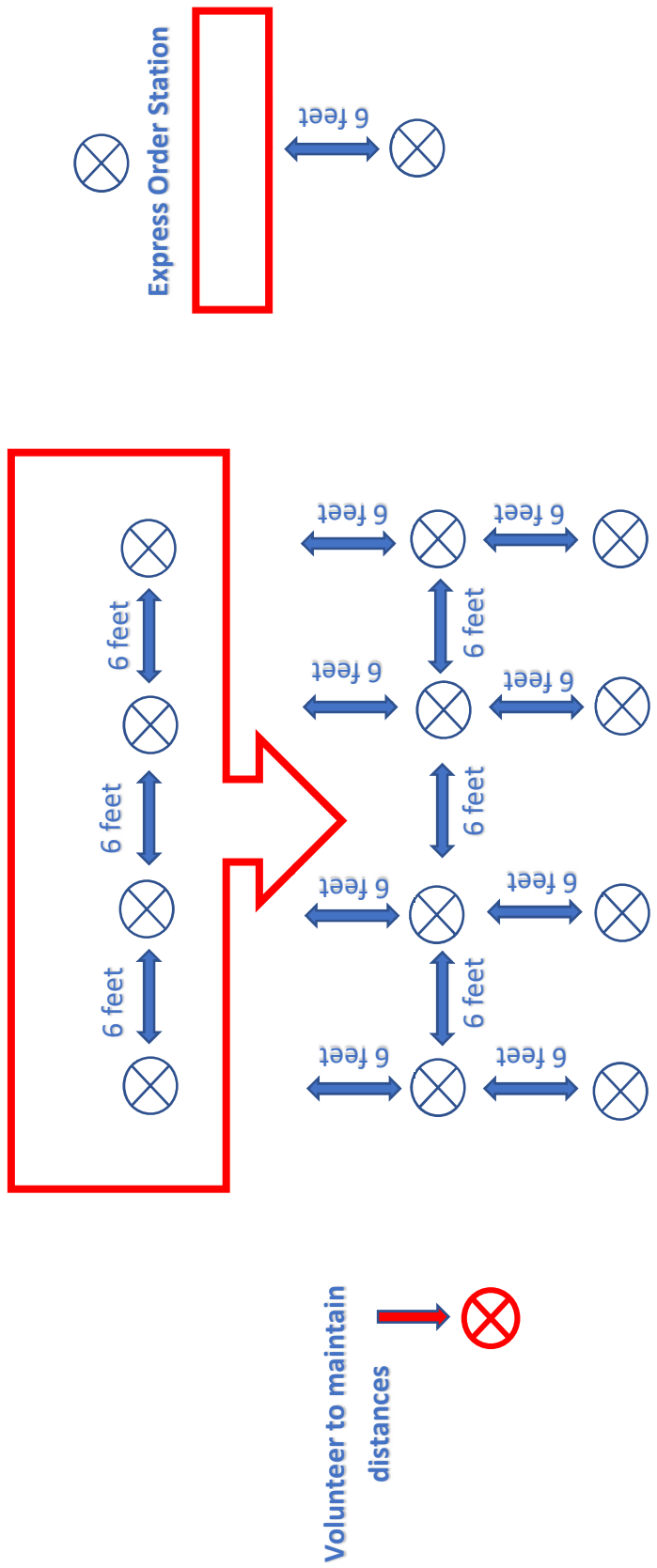
MEETING DATE	June 9, 2020
MOTION	
2 <sup>nd</sup> MOTION	
AYES	
ABSENT	
ABSTAIN	
NAYS	

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

\_\_\_\_\_  
Juana Espinoza, Deputy City Clerk

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

- Post volunteers outside the stand to make sure customers maintain their six-foot separations, use the Express Order station outside the stand rather than perusing product in the stand, and are complying with all local health restrictions, like face coverings, etc.
- Set up an Express Order line, where possible, that allows expedited transactions by people who have already decided what they want to buy.



## **TNT FIREWORKS STAND PHYSICAL DISTANCING PROTOCOL**

### **SIGNAGE**

- Inside, out in front and on the outside of the stand informing the stand volunteers and customers that they should: avoid shopping at the stand if they have a cough or fever; maintain a minimum six-foot distance from one another; do not shake hands or engage in any unnecessary contact; and where required or requested wear a face covering while shopping at the stand.
- Post TNT's Physical Distancing Protocol at a reasonable, safe distance in all directions, wherever possible.

### **MEASURES TO PROTECT VOLUNTEERS IN STANDS**

- All volunteers must be told they should not work in the stand if they are sick, have a cough or a fever.
- The volunteer in charge, at any given time, will be responsible for checking that volunteers are symptom free before starting their shift in the stand.
- All volunteers in the stand will attempt to maintain a six-foot separation.
- Disinfectants must be available for all volunteers at the beginning, during and at the conclusion of their shift.
- Hand sanitizer effective against COVID-19 is available to all volunteers and customers.

### **MEASURES TO PREVENT CROWD GATHERING**

- Post volunteers outside the stand to make sure customers maintain their six-foot separations, use the Express Order station outside the stand rather than perusing product in the stand, and are complying with all local health restrictions, like face coverings, etc.
- Set up an Express Order line, where possible, that allows expedited transactions by people who have already decided what they want to buy.

### **MEASURES TO KEEP PEOPLE AT LEAST SIX FEET APART**

- Placing signs outside the stand reminding people to be at least six feet apart, including when in line.
- Placing tape or other temporary markings or indicators at least six feet apart in each customer line area outside the stand with signs directing customers to use these to maintain distance.
- All volunteers have been instructed to maintain at least a six-foot distance from customers and each other, except volunteers may momentarily come closer when necessary to accept payment, order their fireworks, or as otherwise necessary.

### **MEASURES TO PREVENT UNNECESSARY CONTACT**

- Provide and encourage customers to use contactless payment methods, or, if not feasible, have the volunteers sanitize the payment system regularly.
- Provide a special purchase line for seniors, first responders and health care workers, where possible.
- Instruct volunteers to wear disposable plastic gloves while in the stand and to change them frequently.

{00036867.DOCX; 1}

- Encourage volunteers to wear face coverings that cover the nose and mouth when in the stand. Where required by local mandate, require all volunteers to wear face covering when in the stand. Provide such face coverings to volunteers if needed.
- Set up and man an Express Order area outside the stand and at a distance from customers making their purchases at the stand, that, using a phone app and preprinted order forms, will assist a customer to complete a list of items he/she desires to purchase so when they are at the stand their interaction with the stand volunteers is minimized.

**MEASURES TO INCREASE SANITIZATION**

- Disinfecting wipes that are effective against COVID-19 are available in the stand.
- Hand sanitizer is available to the volunteers and the customers at the stand, at the Express Order area, and anywhere else inside the stand or immediately outside where people have direct interaction.
- Disinfecting all payment portals, pens, and styluses after each use.
- Disinfecting all high-contact surfaces frequently.
- Instruct volunteers to wear disposable plastic gloves while in the stand and to change them frequently.

**You may contact the following person with any questions or comments about this Protocol:**

CONTACT NAME: \_\_\_\_\_ CONTACT PHONE: \_\_\_\_\_



# PLEASE PRACTICE SOCIAL DISTANCING

Protect yourself and others against infections

## POR FAVOR PRACTICA LA DISTANCIA SOCIAL

Protéjase y proteja a otros contra las infecciones



**MAINTAIN A  
6' DISTANCE  
FROM OTHERS**



**MANTENER UNA DISTANCIA DE 6 PIES  
DE LAS DEMÁS PERSONAS**



# STAFF REPORT



TO: LINDSAY CITY COUNCIL  
DATE: June 9, 2020  
AGENDA #: 4.7  
FROM: Chris Hughes, Director of Public Safety

## APPROVAL OF SCHOOL RESOURCE OFFICER AGREEMENT

**ACTION** Approval of Lindsay Unified School District School Resource Officer Agreement

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

- OBJECTIVE(S)**
- Live in a safe, clean, comfortable and healthy environment.
  - Increase our keen sense of identity in a 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 self-reliant city government that provides effective, basic services.

## RECOMMENDATION

Authorize City Manager to enter into an agreement with the Lindsay Unified School District School Resource Officer for fiscal year 2020-2021.

## BACKGROUND | ANALYSIS

The Department of Public Safety has provided the Lindsay Unified School District with a School Resource Officer for several years. This relationship between the department and school district is extremely important in maintaining a positive connection with the learners as they mature and become adults. This position is funded by the Lindsay School District during the school year to offset costs to the City of Lindsay.

The Lindsay Unified School District will fund the School Resource Officer position at a cost of \$96,794.50 which will be paid in installments to the City during the school year. Please refer to attached copy of the current proposed contract for further information.

The alternative to not renewing the contract with the Lindsay Unified School District is eliminating the position and funding the Officer position fully to return to patrol duties. This cost prohibitive and would damage our relationship with the Learners in the Lindsay Unified School District.

## ALTERNATIVES

- Approve Lindsay Unified School District School Resource Officer Agreement as recommended
- Do not approve Lindsay Unified School District School Resource Officer Agreement and direct staff to present an alternative.

## STAFF REPORT



TO: LINDSAY CITY COUNCIL  
DATE: June 9, 2020  
AGENDA #: 4.7  
FROM: Chris Hughes, Director of Public Safety

---

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

Approval of Lindsay Unified School District School Resource Officer Agreement increases the departments contact and relationship with the Learners in the school district.

### *ENVIRONMENTAL REVIEW*

Not required by CEQA  
 If required by CEQA:

### *POLICY ISSUES*

No policy issues  
 Policy issues:

### *PUBLIC OUTREACH*

Posted in this agenda  
 Additional public outreach:

### *ATTACHMENTS*

- Lindsay Unified School District School Resource Officer Agreement 20-20-2021

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

**SCHOOL RESOURCE OFFICER  
AGREEMENT**

**THIS AGREEMENT**, is entered into as of July 1, 2020, 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, 2020 and shall expire on June 30, 2021 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:

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

(a) be adjudged a bankrupt, or

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

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

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

(e) materially breach this Agreement.

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

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

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

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

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

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

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

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

**14. NOTICES:**

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

**DISTRICT:**

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

**With A Copy To:**

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

**CONSULTANT:**

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



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

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

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

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

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

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

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

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

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

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

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

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

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

LINDSAY UNIFIED SCHOOL DISTRICT

Date: \_\_\_\_\_

BY \_\_\_\_\_  
Superintendent or Designee,  
Lindsay Unified School District

CITY OF LINDSAY

Date: \_\_\_\_\_

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: LINDSAY CITY COUNCIL  
DATE: June 9, 2020  
AGENDA #: 4.8  
FROM: Chris Hughes, Director of Public Safety

## TULARE COUNTY DISPATCH SERVICES AGREEMENT

**ACTION** Approval of *Tulare County Dispatch Services Agreement*

**PURPOSE**

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

**OBJECTIVE(S)**

- Live in a safe, clean, comfortable and healthy environment.
- Increase our keen sense of identity in a 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 self-reliant city government that provides effective, basic services.

## RECOMMENDATION

Staff respectfully recommends approval of Tulare County Dispatch Services Agreement for fiscal year 2020-2021.

## BACKGROUND | ANALYSIS

The Department of Public Safety streamlined their services in order to be more fiscally responsible. Part of that process was partnering with the Tulare County Sheriff's Office to provide the City of Lindsay with emergency dispatch services. The Lindsay City Council approved this measure and the Department of Public Safety has received all their emergent and non-emergent police, code enforcement and fire calls via Tulare County Sheriff's Office Emergency Dispatch Center.

This partnership has been successful and is currently expanding to include a new dispatch and records management system which will be launched by the Tulare County Sheriff's Office soon to enhance the collection and sharing of information between several allied agencies in the County of Tulare. The contract for fiscal year 2019-2020 costs the city \$68,653 which was billed quarterly. The contract for fiscal year 2020-2021 will cost the city \$75,738, which will also be billed quarterly. The difference in costs to renew the contract is \$6,885 and reflects increased costs to the Tulare County Sheriff's Office to provide the City of Lindsay with services. Please refer to attached copies of old and current proposed contracts for further information.

The alternative to not renewing the contract with the Tulare County Sheriff's Office is cost prohibitive and would require the approval of the state, hiring of staffing, negotiating with another agency and purchasing of equipment.



# STAFF REPORT



TO: LINDSAY CITY COUNCIL  
DATE: June 9, 2020  
AGENDA #: 4.8  
FROM: Chris Hughes, Director of Public Safety

---

## ALTERNATIVES

- Approve Tulare County Dispatch Services Agreement as recommended
- Do not approve Tulare County Dispatch Services Agreement and direct staff to present an alternative.

## BENEFIT TO OR IMPACT ON CITY RESOURCES

Approval of Tulare County Dispatch Services Agreement increases expenditures minimally and allows the Department of Public Safety to provide residents with emergency services as needed.

## ENVIRONMENTAL REVIEW

- Not required by CEQA  
 If required by CEQA:

## POLICY ISSUES

- No policy issues  
 Policy issues:

## PUBLIC OUTREACH

- Posted in this agenda  
 Additional public outreach:

## ATTACHMENTS

- Tulare County Dispatch Services Agreement 2019-2020
- Tulare County Dispatch Services Agreement 2020-2021

**COUNTY OF TULARE  
SERVICES AGREEMENT  
CITY OF LINDSAY**

---

**THIS AGREEMENT** ("Agreement") is entered into as of June 25, 2019, between the **COUNTY OF TULARE**, a political subdivision of the State of California ("COUNTY"), and the City of Lindsay, an incorporated city within the State of California (**CONTRACTOR**) together are the "Parties" to this Agreement, which is made with reference to the following:

- A.** **CONTRACTOR** desires to contract with the **COUNTY** for **COUNTY** to provide 24 hour emergency dispatch and communication services; and
- B.** The **COUNTY** is agreeable to rendering such emergency dispatch and communication services as herein set forth;

**THE PARTIES AGREE AS FOLLOWS:**

**1. TERM:** This Agreement becomes effective as of July 1, 2019 and expires at 11:59 PM on June 30, 2020 unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.

**2. SCOPE OF SERVICES:** See attached **Exhibits A**

**3. PAYMENT FOR SERVICES:** See attached **Exhibits B**

**4. INSURANCE:** COUNTY and CITY, at its sole cost and expense, to protect it against liability arising from any and all negligent acts or incidents caused by its employees, each shall maintain during the term of this agreement Commercial General Liability and Professional Liability insurance in amounts not less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate, Automobile Liability (any auto) of one million dollars (\$1,000,000) per occurrence. If an annual aggregate applies it must be no less than two million dollars (\$2,000,000). COUNTY and CITY shall maintain evidence of workers' compensation and disability coverage as required by law. Coverage under such insurance shall be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. This provision supersedes Section 11 "Insurance" from the COUNTY'S "General Agreement Terms and Conditions."

**5. GENERAL AGREEMENT TERMS AND CONDITIONS:** COUNTY'S "General Agreement Terms and Conditions" are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY'S "General Agreement Terms and Conditions" can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>

**6. ADDITIONAL EXHIBITS:** CONTRACTOR shall comply with the terms and conditions of the Exhibits listed below and identified with a checked box, which are by this reference made a part of this Agreement.

**TULARE COUNTY AGREEMENT NO. 29229**

<input type="checkbox"/>	<b>Exhibit D</b>	Additional terms and conditions for federally-funded contracts. This Exhibit can be viewed at <a href="http://tularecountycounsel.org/default/index.cfm/public-information/">http://tularecountycounsel.org/default/index.cfm/public-information/</a>
<input type="checkbox"/>	<b>Exhibit</b> —	[Insert name of any other exhibit needed and attach]

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

**COUNTY:**

Tulare County Sheriff's Office  
 Business Office, Fiscal Manager  
 833 S. Akers Street  
 Visalia, CA 93277  
 Phone No.: (559) 802-9449  
 Fax No.: (559) 737-4283

**With a Copy to:**

County Administrative Officer  
 2800 W. Burrel Ave.  
 Visalia, CA 93291  
 Phone No.: 559-636-5005  
 Fax No.: 559- 733-6318

**CONTRACTOR:**

City Administrator *MANAGER*  
 City of Lindsay  
 251 E. Honolulu Street  
 Lindsay, CA 93247  
 Phone No.: (559)  
 Fax No.: (559) 562-3331

(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 will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

**8. AUTHORITY:** CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

**9. COUNTERPARTS:** The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGE]

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

CITY OF LINDSAY

Date: 6-3-2019

By [Signature]

Print Name William Zigler

Title CITY MANAGER

Date: 6-3-2019

By [Signature]

Print Name Bret Harmon

Title CITY CLERK & DIRECTOR OF FINANCE

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date: 6/18/19

By [Signature]  
Kuyler Crocker, Chairman, Board of Supervisors

ATTEST: Jason T. Britt  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

By [Signature]  
Deputy Clerk



Approved as to Form  
County Counsel

By [Signature]

Deputy

Print Name Eric Scott

Matter # 2019817



...  
...  
...  
...  
...



**EXHIBIT A  
SCOPE OF SERVICES  
CITY OF LINDSAY**

---

- (a) COUNTY agrees to provide emergency dispatch and communication to the CITY as follows:
  - i. Answer and interrogate all emergency calls and callers seven (7) days per week, 24 hours per day.
  - ii. Alert appropriate personnel, as designated by CITY, for emergency response.
  - iii. Monitor response and dispatch additional personnel and/or equipment as requested by Incident Commander.
- (b) COUNTY agrees to provide electronic access to the CITY to the Sheriff's Application Data Systems (ADSI) for records/report writing application. City shall have full electronic access to all CITY index data. CITY access to ADSI shall be limited to law enforcement personnel including clerk and aides, as required.
- (c) The CITY shall be responsible for obtaining a software license for the application. All cost incurred for the software license will be the responsibility of the CITY.
- (d) Data from the programs will be stored on existing COUNTY servers and will account for a small percentage of usage on those servers.
- (e) Connectivity will be obtained via existing network infrastructure with little to no impact to the COUNTY.
- (f) There will no cost to the CITY to access the Sheriff's Application Data System records/report writing application.

**EXHIBIT B  
PAYMENT FOR SERVICES  
CITY OF LINDSAY**

---

1. The annual cost for all services is \$68,853
  
2. Billing by County will be submitted on a quarterly basis for services performed during the quarter: January-March; April-June; July-September; and October-December. The County will send the City an invoice by the 30th of the month following the close of each quarter. Payment will be due by the City to the County within 30 days after receipt of each invoice.

**EMERGENCY DISPATCH AND COMMUNICATION SERVICES AGREEMENT  
BETWEEN THE COUNTY OF TULARE AND  
THE CITY OF LINDSAY**

---

**THIS AGREEMENT** (“Agreement”) is entered into as of \_\_\_\_\_, between the **COUNTY OF TULARE**, a political subdivision of the State of California (“COUNTY”), and the **CITY OF LINDSAY**, an incorporated city within the State of California (“CITY”). COUNTY and CITY are each a “Party” and together are the “Parties” to this Agreement, which is made with reference to the following:

- A.** CITY desires to contract with COUNTY for COUNTY to provide 24-hour emergency dispatch and communication services; and
- B.** COUNTY is agreeable to rendering such emergency dispatch and communication services as herein set forth.

**ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:**

**1. TERM:** This Agreement becomes effective as of July 1, 2020 and expires at 11:59 p.m. on June 30, 2021 unless earlier terminated in accordance with the provisions of this Agreement, or unless the Parties extend the term by a written amendment to this Agreement.

**2. SCOPE OF SERVICES:** See attached **Exhibit A**.

**3. PAYMENT FOR SERVICES:** See attached **Exhibit B**.

**4. INSURANCE:** COUNTY and CITY, each at their sole cost and expense, to protect against liability arising from any and all negligent acts or incidents caused by their employees, shall maintain during the term of this agreement Commercial General Liability and Professional Liability insurance in amounts not less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate, Automobile Liability (any auto) of one million dollars (\$1,000,000) per occurrence. If an annual aggregate applies it must be no less than two million dollars (\$2,000,000). COUNTY and CITY shall maintain evidence of workers' compensation and disability coverage as required by law. Coverage under such insurance shall be obtained from a carrier rated A, or better, by AM Best or a qualified program of self-insurance.

**5. GENERAL TERMS AND CONDITIONS:** See attached **Exhibit C**.

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

**COUNTY:**  
Tulare County Sheriff's Office  
Business Office, Fiscal Manager  
833 S. Akers Street  
Visalia, CA 93277

**With a Copy to:**  
COUNTY ADMINISTRATIVE OFFICER  
2800 W. Burrel Ave.  
Visalia, CA 93291  
Phone No.: 559-636-5005

Phone No.: (559) 802-9449  
Fax No.: (559) 737-4283

Fax No.: 559- 733-6318

**CITY:**

City Manager  
City of Lindsay  
251 E. Honolulu Street  
Lindsay, CA 93247  
Phone No.: (559)  
Fax No.: (559) 562-3331

(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 will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

**7. AUTHORITY:** The Parties represent and warrant that the individual(s) signing this Agreement on their behalves are duly authorized and have legal capacity to sign this Agreement and bind the Party to its terms. The Parties have each relied upon this representation and warranty in entering into this Agreement.

**8. COUNTERPARTS:** The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGE]

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

**CITY OF LINDSAY**

Date: \_\_\_\_\_

By \_\_\_\_\_

Print Name Joseph M Tanner

Title City Manager

Date: \_\_\_\_\_

By \_\_\_\_\_

Print Name Juana Espinoza

Title Deputy City Clerk

[Pursuant to Corporations Code section 313, County policy requires that contracts with a **Corporation** be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a **Limited Liability Company** be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

**COUNTY OF TULARE**

Date: \_\_\_\_\_

By \_\_\_\_\_

Pete Vander Poel, Chairman, Board of Supervisors

ATTEST: Jason T. Britt  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

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

Template approved as to form by  
County Counsel on May 6, 2020  
Matter # 2020440

**EXHIBIT A  
SCOPE OF SERVICES  
CITY OF LINDSAY**

---

- (a) COUNTY agrees to provide emergency dispatch and communication to CITY as follows:
  - i. Answer and interrogate all emergency calls and callers seven (7) days per week, 24 hours per day.
  - ii. Alert appropriate personnel, as designated by CITY, for emergency response.
  - iii. Monitor response and dispatch additional personnel and/or equipment as requested by Incident Commander.
- (b) COUNTY agrees to provide electronic access to CITY to the Sheriff's Application Data Systems (ADSI) for records/report writing application. CITY shall have full electronic access to all CITY index data. CITY access to ADSI shall be limited to law enforcement personnel including clerk and aides, as required.
- (c) CITY shall be responsible for obtaining a software license for the application. All cost incurred for the software license will be the responsibility of CITY.
- (d) Data from the programs will be stored on existing COUNTY servers and will account for a small percentage of usage on those servers.
- (e) Connectivity will be obtained via existing network infrastructure with little to no impact to the COUNTY.
- (f) There will be no cost to CITY to access the Sheriff's Application Data System records/report writing application.



**EXHIBIT B  
PAYMENT FOR SERVICES  
CITY OF LINDSAY**

---

1. The annual cost for all services is \$75,738.
  
2. Billing by COUNTY will be submitted on an annual basis for services performed during the year, July 1, 2020 to June 30, 2021. COUNTY will send CITY an invoice by July 31, 2020. Payment will be due by the CITY to the COUNTY within 30 days after receipt of the invoice.

**EXHIBIT C  
GENERAL TERMS AND CONDITIONS  
EMERGENCY DISPATCH AND COMMUNICATIONS SERVICES AGREEMENT  
CITY OF LINDSAY**

---

**1. LIMITATION OF LIABILITY:**

(a) EXCEPT AS OTHERWISE PROVIDED IN PARAGRAPH 1(c), IN NO EVENT SHALL COUNTY BE LIABLE UNDER THIS AGREEMENT TO COS FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, OR LOST REVENUES, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT COS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

(b) EXCEPT AS OTHERWISE PROVIDED IN PARAGRAPH 1(c), IN NO EVENT SHALL COUNTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID, AND AMOUNTS ACCRUED BUT NOT YET PAID, TO COUNTY PURSUANT TO THIS AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR \$75,738, WHICHEVER IS LESS.

(c) THE LIMITATIONS AND EXCLUSIONS SET FORTH IN THIS PARAGRAPH 1 SHALL NOT APPLY TO: (1) DAMAGES OR LIABILITIES ARISING FROM A MATERIAL BREACH OF PARAGRAPH 8 (CONFIDENTIALITY); (2) DAMAGES OR LIABILITIES ARISING FROM THIRD-PARTY CLAIMS THAT ARE SUBJECT TO INDEMNIFICATION UNDER PARAGRAPH 5; AND (3) DAMAGES OR LIABILITIES ARISING FROM WILLFUL MISCONDUCT.

**2. INDEPENDENT CONTRACTOR STATUS:** The Parties enter into this Agreement with the express understanding that COUNTY will perform all services required under this Agreement as an independent contractor. The Parties agree that the COUNTY and any of its agents, employees, or officers cannot be considered agents, employees, or officers of COS. Subject to any performance criteria contained in this Agreement, COUNTY will be solely responsible for determining the means and methods of performing the specified services and COS will have no right to control or exercise any supervision over COUNTY as to how the COUNTY will perform the services.

**3. GOVERNING LAW:** The laws of the State of California, without reference to California conflict of laws principles, govern this Agreement and its interpretation. The Parties agree that this Agreement is made in and will be performed in Tulare County, California.

**4. CONFLICT OF INTEREST:**

(a) At all times during the performance of this Agreement, the Parties must comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, 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 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, from making any decision on behalf of the public entity in which the officer, employee or consultant/contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant/contractor participates in or influences any decision that has the potential to confer any pecuniary benefit on the consultant/contractor or any business firm in which consultant/contractor has an interest, with certain narrow exceptions.

(b) The Parties agree that if any facts come to their attention that raise any questions as to the applicability of conflicts of interests laws, then the Party will immediately inform the other Party and provide all information needed for resolution of this question.

#### **5. INDEMNIFICATION AND DEFENSE:**

(a) To the fullest extent permitted by law, COS shall defend, indemnify and hold COUNTY, its officers, employees, representatives, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees and costs), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees and costs, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of COS, its officers, employees, or agents.

(b) To the fullest extent permitted by law, COUNTY shall defend, indemnify and hold COS, its officers, employees, representatives, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees and costs), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees and costs, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of COUNTY, its officers, employees, or agents .

#### **6. TERMINATION:**

(a) **Without Cause:** COUNTY may terminate this Agreement without cause by giving thirty (30) days' prior written notice to COS of its intention to terminate under this provision, specifying the date of termination. COS will pay to COUNTY the compensation earned for work performed and not previously paid for to the date of termination. The payment of any compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement.

(b) **With Cause:** Either Party may terminate this Agreement immediately, by written notice to the other Party, should the other Party:

- (1) Be adjudged a bankrupt, or
- (2) Become insolvent or have a receiver appointed, or
- (3) Make a general assignment for the benefit of creditors, or
- (4) Suffer any judgment that remains unsatisfied for 30 days, and that would substantially impair the ability of the judgment debtor to perform under this Agreement, or
- (5) Materially breach this Agreement.

In addition, COUNTY may terminate this Agreement based on:

- (6) Material misrepresentation, either by COS or anyone acting on COS'S behalf, as to any matter related in any way to subject matters of this Agreement, or
- (7) Other misconduct or circumstances that, in the sole discretion of COUNTY, exposes COUNTY to an unreasonable risk of liability.

For any of the occurrences except item (5) above, termination may be effected upon written notice by the terminating Party specifying the date of the termination. Upon a material breach, the Agreement may be terminated after the failure of the defaulting Party to remedy the breach to the satisfaction of the non-defaulting Party within 5 days of written notice specifying the breach. If the breach is not remedied within that 5-day period, then the non-defaulting Party may terminate this Agreement on further written notice specifying the date of termination. If the nature of the breach is such that it cannot be cured within a 5- day period, then 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 may not be unreasonably withheld, then the defaulting Party must immediately embark on its plan to cure the default or breach. If the default or breach is not cured within the time agreed, then the non-defaulting Party may terminate this Agreement upon written notice specifying the date of termination. COS will pay to COUNTY the compensation earned for work satisfactorily performed and not previously paid for to the date of termination. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement.

(c) **Effects of Termination:** Expiration or termination of this Agreement will 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.

**7. TIME OF ESSENCE:** The Parties agree that time is of the essence under this Agreement, unless they agree otherwise in writing.

**8. CONFIDENTIALITY:** COS may not use or disclose any information it receives from COUNTY under this Agreement that COUNTY has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Agreement or as authorized in advance by COUNTY. Unless required to do so by law, including, but not limited to, the Ralph M. Brown Act or the California Public Records Act, COUNTY may not disclose to third parties any information it receives from COS that COS has previously identified as confidential. If COUNTY determines that it must disclose any information that COS previously identified as confidential, then it shall promptly give COS written notice of its intention to disclose such information and the authority for such disclosure. COS shall have period of five (5) calendar days thereafter within which to seek a protective court order to prevent such disclosure or to notify COUNTY that it will not seek such an order. COUNTY shall cooperate with COS in any efforts to seek such a court order. COUNTY shall not disclose the information until the five (5) day period has expired without a response from COS, or COS has notified COUNTY that it will not seek such an order, or COS has sought and a court has declined to issue a protective order for such information. If COS seeks a protective order for such information, COS shall defend and indemnify COUNTY from any and all loss, injury, or claim arising from COUNTY'S withholding of the information from the requestor. This includes any attorney's

fees awarded to the requestor. The duty of COUNTY and COS to maintain confidentiality of information under this section continues beyond the term of this Agreement.

**9. DISPUTES AND DISPUTE RESOLUTION:** The Parties shall continue with their responsibilities under this Agreement during any dispute. If a dispute arises out of or relating to this Agreement, or the breach of the Agreement, and if the dispute cannot be settled through negotiation, then the Parties agree first to try in good faith to settle the dispute by non-binding mediation, to be held in Tulare County, California, before resorting to litigation or some other dispute resolution procedure, unless the Parties mutually agree otherwise. The Parties must mutually select the mediator, but in case of disagreement, then the Parties will select the mediator by lot from among two nominations provided by each Party. The Parties will split equally all costs and fees required by the mediator; otherwise each Party will bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, then either Party may pursue litigation to resolve the dispute.

**10. FURTHER ASSURANCES:** Each Party will execute any additional documents and perform any further acts that may be reasonably required to effect the purposes of this Agreement.

**11. CONSTRUCTION:** This Agreement reflects the contributions of all Parties and so the provisions of Civil Code section 1654 will not apply to address and interpret any alleged uncertainty or ambiguity.

**12. 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.

**13. 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.

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

**15. ORDER OF PRECEDENCE:** In the event of any conflict or inconsistency between or among the body of the Agreement (which includes this Exhibit C “General Terms and Conditions”) and any other Exhibit, Schedule, or Attachment, then the terms and conditions of the body of the Agreement shall prevail.

**16. 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 matter, only the conflicting provision will 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, then the Agreement may be terminated at the option of the affected Party. In all other cases, the remainder of the Agreement will continue in full force and effect.

**17. ENTIRE AGREEMENT:** This Agreement represents the entire agreement between COS and COUNTY as to its subject matter and no prior oral or written understanding will be of any force or effect. No part of this Agreement may be modified without the written consent of both Parties.

**18. RECYCLED PAPER CONTENT:** To the extent services under this Agreement include printing services, pursuant to Public Contract Code section 22153 the Parties shall use paper that meets the recycled content requirements of Public Contract Code section 12209.

# STAFF REPORT



TO: LINDSAY CITY COUNCIL  
DATE: June 9, 2020  
AGENDA #: 4.9  
FROM: Neyba Amezcua, City Services Assistant Director

## 2020-2021 Landscape & Lighting Assessment Districts (LLADs) Renewal

**ACTION** Adoption of Resolution No. 20-25, 20-26, & 20-27.

**PURPOSE**

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

**OBJECTIVE(S)**

- Live in a safe, clean, comfortable and healthy environment.
- Increase our keen sense of identity in a 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 self-reliant city government that provides effective, basic services.

## RECOMMENDATION

Staff respectfully request the City Council to accept the Engineer’s Report for each of the Districts and approve the resolutions as follows;

1. Resolution No. 20-25. Ordering the preparation of an engineer’s report for Landscape and Lighting Maintenance Districts for Fiscal Year 2020-2021.
2. Resolution No. 20-26. Giving preliminary approval of Engineer’s Report for Fiscal Year 2020-2021 for Landscape & Lighting Maintenance Districts.
3. Resolution No. 20-27. Declaring its intention to levy and collect assessments for Fiscal 2020-2021 Landscape & Lighting Maintenance Assessment Districts; Declaring the work to be of more than local or ordinary public benefit; specifying the exterior boundaries of the areas within the Landscape Maintenance Districts to be assessed and the cost and expense thereof; Designating said districts as Landscape & Lighting Maintenance Districts; Determining that these proceedings shall be taken pursuant to the Landscaping and Lighting Act of 1972; and offering a time and place for hearing objections thereto;

And set the Public Hearing for July 14, 2020



# STAFF REPORT



TO: LINDSAY CITY COUNCIL  
 DATE: June 9, 2020  
 AGENDA #: 4.9  
 FROM: Neyba Amezcua, City Services Assistant Director

## BACKGROUND | ANALYSIS

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

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

Attached are the engineer’s reports for the Assessment Districts. Said reports identify the cost for maintenance and administration of the districts for the 2020-2021 fiscal year based on 2019-2020 expenses. It is projected that all monies will be expended in these funds by the end of the fiscal year. Summary of Charges per District;

	No. Lots	Maximum Allowed		Budgeted 2019-2020 FY		Proposed 2020-2021 FY		Increase/Decrease per month
		Amount per Year/lot	Amount per Month/lot	Amount per Year/lot	Amount per Month/lot	Amount per Year/lot	Amount per Month/lot	
<b>Landscape &amp; Lighting Assessment Districts</b>								
1 Sierra View Estates Assessment District 92-01	92	\$ 295.40	\$ 24.62	\$ 196.82	\$ 16.40	\$ 194.04	\$ 16.17	\$ (0.23)
2 Heritage Park Assessment District 96-01	37	\$ 260.30	\$ 21.69	\$ 193.58	\$ 16.13	\$ 190.14	\$ 15.85	\$ (0.29)
3 Parkside Estates Assessment District 01-01	44	\$ 307.72	\$ 25.64	\$ 127.18	\$ 10.60	\$ 137.28	\$ 11.44	\$ 0.84
4 Sweet Brier Plaza (Samoa) Assessment District 02-01	6	\$ 1,929.83	\$ 160.82	\$ 706.28	\$ 58.86	\$ 706.28	\$ 58.86	\$ -
5 Sweet Brier Plaza (Hermosa) Assessment District 02-02	12	\$ 1,923.33	\$ 160.28	\$ 807.10	\$ 67.26	\$ 807.30	\$ 67.28	\$ 0.02
6 Sierra Vista Assessment District 07-01	19	\$ 502.84	\$ 41.90	\$ 502.84	\$ 41.90	\$ 502.84	\$ 41.90	\$ -
7 Maple Valley Assessment District 07-02	42	\$ 120.00	\$ 10.00	\$ 40.00	\$ 3.33	\$ 40.00	\$ 3.33	\$ -
8 Pelous Ranch Assessment District 09-01	105	\$ 200.62	\$ 16.72	\$ 100.00	\$ 8.33	\$ 100.00	\$ 8.33	\$ -

## ALTERNATIVES

- Approve renewal process as recommended.
- Do not approve renewal process as recommended. The 2020-2021 assessments would default to the 2019-2020 values.
- Do not approve renewal process and provide direction to staff.

## BENEFIT TO OR IMPACT ON CITY RESOURCES

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

## ENVIRONMENTAL REVIEW

Not required by CEQA  
 If required by CEQA:

## POLICY ISSUES

No policy issues  
 Policy issues:

## STAFF REPORT



TO: LINDSAY CITY COUNCIL  
DATE: June 9, 2020  
AGENDA #: 4.9  
FROM: Neyba Amezcua, City Services Assistant Director

---

### PUBLIC OUTREACH

- Posted in this agenda
- Additional public outreach: Public Notice will be posted in the Newspaper and mailed directly to LLAD property owners

### ATTACHMENTS

- Resolution No. 20-25, 20-26, & 20-27
- Sierra View Financial Status Report
- Heritage Financial Status Report
- Samoa Town Homes Financial Status Report
- Hermosa Town Homes Financial Status Report
- Parkside Financial Status Report
- Sierra Vista Estates Financial Status Report
- Maple Valley Estates Financial Status Report
- Pelous Ranch Financial Status Report



## RESOLUTION OF THE CITY OF LINDSAY

NUMBER 20-25

TITLE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY ORDERING THE PREPARATION OF AN ENGINEERS REPORT FOR LANDSCAPE AND LIGHTING MAINTENANCE DISTRICTS FOR FISCAL YEAR 2020-2021

At a regular meeting of the City Council of the City of Lindsay held on the 9<sup>th</sup> day of June 2020 at 6:00 p.m. of said day, Via Webinar and the following resolution was adopted:

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

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

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

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

- SECTION 1. Neyba Amezcua is appointed "Engineer of Work" for preparation of the Engineer's Report.
- SECTION 2. The Engineer of Work is ordered to prepare the report for Fiscal Year 2020-2021 in accordance with Article 4, Division 15, of the Streets and Highways Code, "Landscaping and Lighting Act of 1972" of the State of California.



## RESOLUTION OF THE CITY OF LINDSAY

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

MEETING DATE	June 9, 2020
MOTION	
2 <sup>nd</sup> MOTION	
AYES	
ABSENT	
ABSTAIN	
NAYS	

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

\_\_\_\_\_  
Juana Espinoza, Deputy City Clerk

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



## RESOLUTION OF THE CITY OF LINDSAY

NUMBER 20-26

TITLE **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY GIVING PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR FISCAL YEAR 2020-2021 FOR LANDSCAPE AND LIGHTING MAINTENANCE DISTRICTS**

At a regular meeting of the City Council of the City of Lindsay, held June 9, 2020 at the hour of 6:00 p.m. Via Webinar, the following resolution was adopted:

**WHEREAS**, on the 9<sup>th</sup> day of June, 2020 said City Council did adopt a Resolution directing the Engineer of Work to make and file with the City Clerk of said City a report in writing for Fiscal Year 2020-2021 as required by the Landscaping and Lighting Act of 1972; and

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

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

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

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



# RESOLUTION OF THE CITY OF LINDSAY

SECTION 5. Reference is hereby made to said maps for further, full and more particular description of said Assessment District, and the same maps so on file shall govern for all details as to the extent of each said Assessment District.

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

MEETING DATE	June 9, 2020
MOTION	
2 <sup>nd</sup> MOTION	
AYES	
ABSENT	
ABSTAIN	
NAYS	

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

\_\_\_\_\_  
Juana Espinoza, Deputy City Clerk

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



## RESOLUTION OF THE CITY OF LINDSAY

NUMBER 20-27

TITLE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2020-2021 LANDSCAPE & LIGHTING MAINTENANCE ASSESSMENT DISTRICTS; DECLARING THE WORK TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREAS WITHIN THE LANDSCAPE MAINTENANCE DISTRICTS TO BE ASSESSED AND THE COST AND EXPENSE THEREOF; DESIGNATING SAID DISTRICTS AS LANDSCAPE & LIGHTING MAINTENANCE DISTRICTS; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO.

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

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

**SECTION 1. DESCRIPTION OF WORK**

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

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

**SECTION 2. LOCATION OF WORK**

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

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





## RESOLUTION OF THE CITY OF LINDSAY

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

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

### SECTION 3.

#### DESCRIPTION OF ASSESSMENT DISTRICTS

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

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



## RESOLUTION OF THE CITY OF LINDSAY

territory included within the assessment district and which map is on file in the Office of the City Clerk of said City.

3. All that certain territory of the City of Lindsay, included within the exterior boundary line shown upon that certain "Map of Landscape and Lighting Maintenance District Parkside Estates" heretofore approved by the City Council of said City by Resolution No. 01-74, indicating that by said boundary line the extent of the territory included within the assessment district and which map is on file in the Office of the City Clerk of said City.

4. All that certain territory of the City of Lindsay, included within the exterior boundary line shown upon that certain "Map of Landscape and Lighting Maintenance District Sweet Brier Plaza-Samoa" heretofore approved by the City Council of said City by Resolution No. 02-12, indicating that by said boundary line the extent of the territory included within the assessment district and which map is on file in the Office of the City Clerk of said City.

5. All that certain territory of the City of Lindsay, included within the exterior boundary line shown upon that certain "Map of Landscape and Lighting Maintenance District Sweet Brier Plaza-Hermosa" heretofore approved by the City Council of said City by Resolution No. 02-15, indicating that by said boundary line the extent of the territory included within the assessment district and which map is on file in the Office of the City Clerk of said City.

6. All that certain territory of the City of Lindsay, included within the exterior boundary line shown upon that certain "Map of Landscape and Lighting Maintenance District Sierra Vista" heretofore approved by the City Council of said City by Resolution No. 07-17, indicating that by said boundary line the extent of the territory included within the assessment district and which map is on file in the Office of the City Clerk of said City.

7. All that certain territory of the City of Lindsay, included within the exterior boundary line shown upon that certain "Map of Landscape and Lighting Maintenance District Maple Valley" heretofore approved by the City Council of said City by Resolution No. 07-30, indicating that by said boundary line the extent of the territory included within the assessment district and which map is on file in the Office of the City Clerk of said City.

8. All that certain territory of the City of Lindsay, included within the exterior boundary line shown upon that certain "Map of Landscape and Lighting Maintenance District Pelous Ranch" heretofore approved by the City Council of said City by Resolution No. 09- 59 and Resolution No. 11-56, indicating that by said boundary line the extent of the territory included within the assessment district and which map is on file in the Office of the City Clerk of said City.

### SECTION 4.

### REPORT OF ENGINEER

The City Council of said City has ordered preparation of the annual report of the Engineer of Work, which report indicates the amount of the proposed assessment, the district boundary, detailed description of improvements, and the method of assessment. The report titled "Engineer's Report, Landscape and Lighting Maintenance Districts 2020-2021 Fiscal Year" will be filed in the Office of the City

RESOLUTION NO. 20-27

Page 3 of 5



## RESOLUTION OF THE CITY OF LINDSAY

Clerk of said City, and prepared for the 2020-2021 Fiscal Year in accordance with the Landscaping and Lighting Act of 1972. Reference to said report is hereby made for all particulars for the amount and extent of the assessments and for the extent of the work.

### SECTION 5.

#### **COLLECTION OF ASSESSMENTS**

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

### SECTION 6.

#### **TIME AND PLACE OF HEARING**

Notice is hereby given that on the 14<sup>th</sup> day of July, 2020, at the hour of 6:00 p.m. or as soon thereafter as the matter may be heard in the City Council Chambers at 251 E. Honolulu, in the City of Lindsay, any and all persons having any objections to the work or extent of the assessment district, may appear and show cause why said work should not be done or carried out in accordance with this Resolution of Intention. The City Council will consider all oral and written protests.

### SECTION 7.

#### **LANDSCAPING AND LIGHTING ACT OF 1972**

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

### SECTION 8.

#### **PUBLICATION OF RESOLUTION OF INTENT**

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



## RESOLUTION OF THE CITY OF LINDSAY

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

MEETING DATE	June 9, 2020
MOTION	
2 <sup>nd</sup> MOTION	
AYES	
ABSENT	
ABSTAIN	
NAYS	

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

\_\_\_\_\_  
Juana Espinoza, Deputy City Clerk

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

**Sierra View Estates Financial Status Report**

ENGINEER'S REPORT FOR ASSESSMENT DISTRICT 92-01

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

	Budgeted 2019-2020				Spent 2019-2020				Projected 2020-2021			
	92	\$	1.00	\$	92	\$	1.00	\$	92	\$	1.00	\$
<b>COUNTY FEES</b>												
Assessment Fee	92	\$	1.00	\$	92.00	\$	1.00	\$	92.00	\$	1.00	\$
Roll Corrections	0	\$	25.00	\$	-	\$	25.00	\$	0	\$	25.00	\$
Reporting Fee	1	\$	200.00	\$	200.00	\$	200.00	\$	1	\$	200.00	\$
<b>TOTAL</b>					292.00				292.00			
<b>CITY COSTS</b>												
<b>Engineering</b>		\$ per hr				\$ per hr				\$ per hr		
Office Support Staff	33.34	\$	7	\$	233.35	\$	33.41	\$	233.87	\$	33.41	\$
City Services Director	69.40	\$	3	\$	208.20	\$	69.65	\$	209.55	\$	69.65	\$
Associate Engineer	41.46	\$	5	\$	207.30	\$	55.95	\$	279.75	\$	55.95	\$
<b>Administration</b>												
City Manager	104.09	\$	1	\$	104.09	\$	86.77	\$	86.77	\$	86.77	\$
City Attorney	125.00	\$	0.5	\$	62.50	\$	210.00	\$	62.50	\$	210.00	\$
Finance Manager	64.45	\$	1	\$	64.45	\$	64.45	\$	64.45	\$	64.45	\$
<b>TOTAL</b>					879.89		1,230.74					979.39
<b>WALL MAINTENANCE</b>												
Graffiti Incidents												
<b>TOTAL</b>												
<b>UTILITIES</b>		\$ per month	# months			\$ per month	# months			\$ per month	# months	
Water used for irrigation	100.00	\$	12	\$	1,200.00	\$	1,437.92	\$	120.00	\$	12	\$
Street Lights	19	\$	12	\$	2,188.80	\$	1,571.92	\$	7.00	\$	12	\$
SCE (Irrigation + Lighting)	9.60	\$	12	\$	3,388.80	\$	3,009.84	\$		\$/hr	hrs	\$
<b>TOTAL</b>												3,036.00
<b>CITY MAINTENANCE (Landscaping &amp; Irrigation Maintenance/plants)</b>												
Senior Employee		\$		\$		\$		\$		\$		\$
Regular Employee		\$		\$		\$		\$		\$		\$
Regular Employee		\$		\$		\$		\$		\$		\$
Specialty Contract Maintenance	1,129.00	\$	12	\$	13,548.00	\$	1,129.00	\$	1,129.00	\$	12	\$
Operational Supplies (Landscaping Equipment, Fuel & Oil, Seeding, Fertilizer, Plants, Trees, etc)		\$	1	\$	2,004.03	\$	1,000.00	\$	2,004.03	\$	1	\$
<b>TOTAL</b>					13,548.00		15,552.03					13,548.00
<b>SUBTOTAL COSTS</b>					18,105.69		20,084.61					17,855.39
Total Capital Improvement												
Total assets					6,179.25							
<b>TOTAL COSTS</b>					18,105.69							17,855.39
Costs per square foot of area	46096				0.39							0.39
Assessment per Lot:	92				196.83							194.08
					196.82							194.08
												(2.74)
												(0.23)

Proposed decrease/increase per lot/year  
(2.74) Proposed decrease/increase per lot/month

Budgeted 19-20  
Received as of May 29, 2020  
Balance deducting the County Fees

Per County Report as of June 1, 2020, Unpaid Balance from previous years  
Total Owed to the City



**Sweet Brier-Samoa Financial Status Report**

ENGINEER'S REPORT FOR ASSESSMENT DISTRICT 02-01

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

	Budgeted 2019-2020				Spent 2019-2020				Projected 2020-2021			
	\$	# hr	\$ per hr	# months	\$	# hr	\$ per hr	# months	\$	# hr	\$ per hr	# months
<b>COUNTY FEES</b>												
Assessment Fee	\$ 6	1	\$ 6.00		\$ 6.00	1	\$ 6.00		\$ 6.00	1	\$ 6.00	
Roll Corrections	\$ 0	0	\$ 25.00		\$ -	0	\$ 25.00		\$ 25.00	0	\$ 25.00	
Reporting Fee	\$ 1	1	\$ 200.00		\$ 200.00	1	\$ 200.00		\$ 200.00	1	\$ 200.00	
<b>TOTAL</b>	\$ 7	2	\$ 226.00		\$ 206.00	2	\$ 206.00		\$ 206.00	2	\$ 206.00	
<b>CITY COSTS</b>												
<b>Engineering</b>												
Office Support Staff	\$ 33.34	1	\$ 33.34		\$ 33.34	1	\$ 33.34		\$ 33.34	1	\$ 33.34	
City Services Director	\$ 69.40	1	\$ 69.40		\$ 69.40	1	\$ 69.40		\$ 69.40	1	\$ 69.40	
Associate Engineer	\$ 41.46	6	\$ 248.76		\$ 248.76	6	\$ 248.76		\$ 248.76	6	\$ 248.76	
<b>Administration</b>												
City Manager	\$ 104.09	0.5	\$ 52.05		\$ 52.05	0.5	\$ 52.05		\$ 52.05	0.5	\$ 52.05	
City Attorney	\$ 125.00	0	\$ -		\$ -	0	\$ -		\$ -	0	\$ -	
Finance Director	\$ 64.45	0.5	\$ 32.23		\$ 32.23	0.5	\$ 32.23		\$ 32.23	0.5	\$ 32.23	
<b>TOTAL</b>	\$ 308.28	8.5	\$ 435.77		\$ 489.17	8.5	\$ 489.17		\$ 489.17	8.5	\$ 489.17	
<b>WALL MAINTENANCE</b>												
Graffiti Incidents	\$ -	0	\$ -		\$ -	0	\$ -		\$ -	0	\$ -	
<b>TOTAL</b>	\$ -	0	\$ -		\$ -	0	\$ -		\$ -	0	\$ -	
<b>UTILITIES</b>												
Water used for irrigation	\$ 32.50	12	\$ 385.85		\$ 385.85	12	\$ 385.85		\$ 385.85	12	\$ 385.85	
SCE (Irrigation + Lighting)	\$ 30.00	12	\$ 254.68		\$ 254.68	12	\$ 254.68		\$ 254.68	12	\$ 254.68	
<b>TOTAL</b>	\$ 62.50	24	\$ 640.53		\$ 640.53	24	\$ 640.53		\$ 640.53	24	\$ 640.53	
<b>ASPHALT FEES</b>												
Resurfacing	\$ 3,128.00	1	\$ 3,128.00		\$ -	0	\$ -		\$ -	0	\$ -	
Striping	\$ 1.00	1	\$ 1.00		\$ -	0	\$ -		\$ -	0	\$ -	
<b>TOTAL</b>	\$ 3,129.00	2	\$ 3,129.00		\$ -	0	\$ -		\$ -	0	\$ -	
<b>CITY MAINTENANCE (Landscaping &amp; Irrigation Maintenance/plants)</b>												
Senior Employee	\$ 18.92	0	\$ -		\$ -	0	\$ -		\$ -	0	\$ -	
Regular Employee	\$ 14.50	0	\$ -		\$ -	0	\$ -		\$ -	0	\$ -	
Regular Employee	\$ 14.50	0	\$ -		\$ -	0	\$ -		\$ -	0	\$ -	
Specialty Contract Maintenance	\$ 133.00	12	\$ 1,596.00		\$ 1,596.00	12	\$ 1,596.00		\$ 1,596.00	12	\$ 1,596.00	
Operational Supplies (Landscaping Equipment, Fuel & Oil, Seeding, Fertilizer, Plants, Trees, etc)	\$ 1,250.00		\$ 562.03		\$ 562.03		\$ 562.03		\$ 562.03		\$ 562.03	
<b>TOTAL</b>	\$ 2,846.00		\$ 2,178.03		\$ 2,178.03		\$ 2,178.03		\$ 2,178.03		\$ 2,178.03	
<b>SUBTOTAL COSTS</b>	\$ 4,237.77		\$ 3,513.73		\$ 4,237.77		\$ 3,513.73		\$ 4,237.77		\$ 3,513.73	
Total Capital Improvement For Asphalt Resurfacing	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	
Total assets	\$ 2,132.00		\$ -		\$ -		\$ -		\$ -		\$ -	
<b>TOTAL COSTS</b>	\$ 4,237.77		\$ 4,237.77		\$ 4,237.77		\$ 4,237.77		\$ 4,237.77		\$ 4,237.77	
Costs per square foot of area												
Assessment per Lot:		6	\$ 706.29		\$ 706.28		\$ 706.28		\$ 706.28		\$ 706.28	

Proposed decrease/increase per lot/year  
 Proposed decrease/increase per lot/month

Budgeted 19-20 \$ 4,237.68  
 Received as of April 30, 2020 \$ 4,031.68  
 Balance deducting the County Fees \$ (0.00)

Per County Report as of April 30, 2020, Unpaid Balance from previous years \$ -  
 Total Owed to the City \$ (0.00)



Sweet Brier-Hermosa Financial Status Report

ENGINEERS REPORT FOR ASSESSMENT DISTRICT 02-02  
 Maintenance cost breakdown based on 12 lots with an estimated maint. Area of 20,776 square feet.

	Budgeted 2019-2020				Spent 2019-2020				Projected 2020-2021					
	12	\$	1.00	\$	12.00	\$	12.00	\$	1.00	\$	12.00	\$	1.00	\$
<b>COUNTY FEES</b>														
Assessment Fee	12	\$	1.00	\$	12.00	\$	12.00	\$	12.00	\$	12.00	\$	1.00	\$
Roll Corrections	0	\$	25.00	\$	-	\$	-	\$	0	\$	25.00	\$	-	\$
Reporting Fee	1	\$	200.00	\$	200.00	\$	200.00	\$	200.00	\$	200.00	\$	200.00	\$
<b>TOTAL</b>					212.00	\$	212.00	\$	212.00	\$	212.00	\$	212.00	\$
<b>CITY COSTS</b>														
<b>Engineering</b>		\$ per hr	# hr	\$										
Office Support Staff		33.34	2	\$	66.67	\$	293.85	\$	33.41	\$	66.77	\$	1.5	\$
City Services Director		69.40	1	\$	69.40	\$	34.93	\$	69.85	\$	69.85	\$	1	\$
Associate Engineer		41.46	6	\$	248.76	\$	27.98	\$	55.95	\$	55.95	\$	3	\$
<b>Administration</b>														
City Manager		104.09	0.5	\$	52.05	\$	21.69	\$	86.77	\$	86.77	\$	0.5	\$
City Attorney		125.00	0	\$	-	\$	52.50	\$	210.00	\$	210.00	\$	0.5	\$
Finance Director		64.45	0.5	\$	32.23	\$	16.11	\$	64.45	\$	64.45	\$	0.5	\$
<b>TOTAL</b>					468.10	\$	463.77	\$				\$	468.43	\$
<b>WALL MAINTENANCE</b>														
Graffiti Incidents														
<b>TOTAL</b>														
<b>UTILITIES</b>		\$ per month	# months	\$										
SCE (Irrigation + Lighting)		69.66	12	\$	835.91	\$	753.84	\$	62.82	\$	62.82	\$	12	\$
Water used for irrigation		64.02	12	\$	768.29	\$	770.47	\$	64.21	\$	64.21	\$	12	\$
<b>TOTAL</b>					1,604.20	\$	1,524.31	\$				\$	1,524.31	\$
<b>ASPHALT FEES</b>														
Resurfacing		11,542.00	0	\$	-	\$	-	\$	11,542.00	\$	-	\$	-	\$
Striping		1.00	0	\$	-	\$	-	\$	1.00	\$	-	\$	-	\$
<b>TOTAL</b>														
<b>CITY MAINTENANCE (Landscaping &amp; Irrigation Maintenance/plants)</b>		\$/hr	hrs	\$										
Senior Employee		-	14	\$	-	\$	-	\$	-	\$	-	\$	14	\$
Regular Employee		-	80	\$	-	\$	-	\$	-	\$	-	\$	80	\$
Regular Employee		-	80	\$	-	\$	-	\$	-	\$	-	\$	80	\$
Specialty Contract Maintenance		475.00	12	\$	5,700.00	\$	5,700.00	\$	475.00	\$	475.00	\$	12	\$
Operational Supplies (Landscaping Equipment, Fuel & Oil, Seeding, Fertilizer, Plants, Trees, etc)				\$	1,700.00	\$	1,384.23	\$		\$		\$		\$
<b>TOTAL</b>					7,400.00	\$	7,084.23	\$				\$	7,482.74	\$
<b>SUBTOTAL COSTS</b>					9,685.30	\$	9,284.31	\$				\$	9,687.48	\$
Total Capital Improvement														
Total assets					(2,471.96)	\$		\$						
<b>TOTAL COSTS</b>					9,685.30	\$	9,284.31	\$				\$	9,687.48	\$
Costs per square foot of area	6317.5				1.53								1.53	
Assessment per Lot:	12				807.11	\$	807.10	\$				\$	807.30	\$

\$ 0.20 Proposed decrease/increase per lot/year  
 \$ 0.02 Proposed decrease/increase per lot/month

Budgeted 19-20 \$ 9,685.20  
 Received as of April 30, 2020 \$ 9,069.65  
 Balance deducting the County Fees \$ (403.55)

Per County Report as of April 30, 2020, Unpaid Balance from previous years \$ -  
 Total Owed to the City \$ (403.55)

**Parkside Estates Financial Status Report**

ENGINEER'S REPORT FOR ASSESSMENT DISTRICT 01-01

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

	Budgeted 2019-2020				Spent 2019-2020				Projected 2020-2021							
	\$	#	#	\$	\$	#	#	\$	\$	#	#	\$	\$			
<b>COUNTY FEES</b>																
Assessment Fee	44		1.00	\$ 44.00	44		1.00	\$ 44.00	44		1.00	\$ 44.00	44		1.00	\$ 44.00
Roll Corrections	0		25.00	\$ -	0		25.00	\$ -	0		25.00	\$ -	0		25.00	\$ -
Reporting Fee	1		200.00	\$ 200.00	1		200.00	\$ 200.00	1		200.00	\$ 200.00	1		200.00	\$ 200.00
<b>TOTAL</b>				\$ 244.00				\$ 244.00				\$ 244.00				\$ 244.00
<b>CITY COSTS</b>																
<b>Engineering</b>																
Office Support Staff		\$ per hr	# hr	\$		\$ per hr	# hr	\$		\$ per hr	# hr	\$		\$ per hr	# hr	\$
City Services Director	33.34		8	\$ 266.68	33.41		8	\$ 266.68	33.41		8	\$ 266.68	33.41		8	\$ 266.68
Associate Engineer	69.40		2	\$ 138.80	69.85		2	\$ 138.80	69.85		2	\$ 138.80	69.85		2	\$ 138.80
<b>Administration</b>																
City Manager	41.46		5.5	\$ 228.03	41.46		5.5	\$ 228.03	41.46		5.5	\$ 228.03	41.46		5.5	\$ 228.03
City Attorney	104.09		1	\$ 104.09	104.09		1	\$ 104.09	104.09		1	\$ 104.09	104.09		1	\$ 104.09
Finance Director	125.00		1	\$ 125.00	125.00		1	\$ 125.00	125.00		1	\$ 125.00	125.00		1	\$ 125.00
<b>TOTAL</b>				\$ 802.05				\$ 802.05				\$ 802.05				\$ 802.05
<b>WALL MAINTENANCE</b>																
Graffiti Incidents				\$ -				\$ -				\$ -				\$ -
<b>TOTAL</b>				\$ -				\$ -				\$ -				\$ -
<b>UTILITIES</b>																
Water used for irrigation		\$ per month	# months	\$		\$ per month	# months	\$		\$ per month	# months	\$		\$ per month	# months	\$
SCE (Irrigation + Lighting)	94.30		12	\$ 1,131.60	94.30		12	\$ 1,131.60	94.30		12	\$ 1,131.60	94.30		12	\$ 1,131.60
<b>TOTAL</b>				\$ 87.91				\$ 87.91				\$ 87.91				\$ 87.91
<b>CITY MAINTENANCE (Landscaping &amp; Irrigation Maintenance/plants)</b>																
Senior Employee		\$/hr	hrs	\$		\$/hr	hrs	\$		\$/hr	hrs	\$		\$/hr	hrs	\$
Regular Employee	18.92		14.50	\$ 274.24	18.92		14.50	\$ 274.24	18.92		14.50	\$ 274.24	18.92		14.50	\$ 274.24
Specialty Contract Maintenance	14.50		12	\$ 174.00	14.50		12	\$ 174.00	14.50		12	\$ 174.00	14.50		12	\$ 174.00
Operational Supplies (Landscaping Equipment, Fuel & Oil, Seeding, Fertilizer, Plants, Trees, etc)	197.00		12	\$ 2,364.00	197.00		12	\$ 2,364.00	197.00		12	\$ 2,364.00	197.00		12	\$ 2,364.00
<b>TOTAL</b>				\$ 2,840.24				\$ 2,840.24				\$ 2,840.24				\$ 2,840.24
<b>SUBTOTAL COSTS</b>				\$ 5,996.57				\$ 6,158.73				\$ 6,040.90				\$ 6,040.90
Total Capital Improvement				\$ -				\$ -				\$ -				\$ -
Total assets				\$ 8,568.78				\$ 8,568.78				\$ 8,568.78				\$ 8,568.78
<b>TOTAL COSTS</b>				\$ 5,996.57				\$ 5,996.57				\$ 5,996.57				\$ 5,996.57
Costs per square foot of area				\$ 0.76				\$ 0.76				\$ 0.76				\$ 0.76
Assessment per Lot:				\$ 127.19				\$ 127.19				\$ 127.19				\$ 127.19
				\$ 127.18				\$ 127.18				\$ 127.18				\$ 127.18

Proposed decrease/increase per lot/year  
 \$ 10.10 Proposed decrease/increase per lot/month  
 \$ 0.84 Proposed decrease/increase per lot/month

Budgeted 19-20 \$ 5,996.92  
 Received as of April 30, 2020 \$ 5,033.97  
 Balance deducting the County Fees \$ (317.95)

Per County Report as of April 20, 2020, Unpaid Balance from previous years \$ (2,357.50)

Total Owed to the City \$ (2,675.45)

**Sierra Vista Estates Financial Status Report**

ENGINEERS REPORT FOR ASSESSMENT DISTRICT 07-01

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

COUNTY FEES	Projected in 2007-2008 Maintenance			Budgeted 2019-2020			Spent 2019-2020			Projected 2020-2021			
	19	1.00	\$	19	\$	1.00	\$	19,000	\$	19,000	\$	1.00	\$
Assessment Fee	19	1.00	\$	19,000				19,000				19,000	
Roll Corrections	1	25.00	\$	25,000								25,000	
Reporting Fee	1	200.00	\$	200,000				200,000				200,000	
<b>TOTAL</b>			<b>\$</b>	<b>244,000</b>				<b>219,000</b>				<b>219,000</b>	
<b>CITY COSTS</b>													
Engineering		\$ per hr			# hr					\$ per hr		# hr	
Office Support Staff	33.34	\$	266.72		8					33.41		0.75	\$
City Services Director	82.69	\$	69,400		5					69.85		0.5	\$
Associate Engineer	43.97	\$	747,490		17					55.95		2	\$
<b>Administration</b>													
City Manager	114.06	\$	1,140,600		1					86.77		0.5	\$
City Attorney	123.00	\$	1,230,000		1					210.00		0.5	\$
Finance Director	69.96	\$	699,600		1					64.45		0.5	\$
<b>TOTAL</b>			<b>\$</b>	<b>1,738,200</b>				<b>0</b>		<b>405.75</b>			<b>\$</b>
<b>WALL MAINTENANCE</b>													
Graffiti Incidents			\$	1,140,000									
<b>TOTAL</b>			<b>\$</b>	<b>1,140,000</b>									
<b>UTILITIES</b>													
Irrigation Timer Electrical costs (will discontinue in FY17-18)		\$ per month			# months					\$ per month		# months	
Water used for irrigation	70.00	\$	840,000		12							12	
SCE (Irrigation + Lighting)	140.00	\$	1,680,000		12							12	
<b>TOTAL</b>			<b>\$</b>	<b>3,048,480</b>				<b>864,000</b>		<b>970.25</b>		<b>12</b>	<b>\$</b>
<b>CITY MAINTENANCE (Landscaping &amp; Irrigation Maintenance/plants)</b>													
Senior Employee	18.92	\$	520,300		40							40	
Regular Employee	14.50	\$	1,015,000		70							70	
Regular Employee	14.50	\$	1,015,000		70							70	
Specialty Contract Maintenance		\$	83,330		12			999.96		83.33		12	\$
Operational Supplies (Landscaping Equipment, Fuel & Oil, Seeding, Fertilizer, Plants, Trees, etc)		\$	837,760					999.96		999.96			\$
<b>TOTAL</b>			<b>\$</b>	<b>3,988,060</b>				<b>999.96</b>		<b>999.96</b>			<b>\$</b>
<b>SUBTOTAL COSTS</b>			<b>\$</b>	<b>9,585,740</b>				<b>2,082.96</b>		<b>2,594.96</b>			<b>\$</b>
<b>Total Capital Improvement</b>			<b>\$</b>	<b>40,000.00</b>									
Total assets			\$					12,356.00					\$
<b>TOTAL COSTS</b>			<b>\$</b>	<b>9,585,740</b>				<b>29,726.96</b>					<b>\$</b>
Costs per square foot of area	22200		\$	0.43									\$
Assessment per Lot	19		\$	502.84				502.84					\$

Proposed decrease/increase per lot/year  
\$0.00  
Proposed decrease/increase per lot/month

Budgeted 19-20 \$ 9,583.96  
Received as of April 30, 2020 \$ 9,083.54  
Balance deducting the County Fees \$ (251.42)

Per County Report as of April 30, 2020, Unpaid Balance from previous years \$ -  
Total Owed to the City \$ 251.42

Maple Valley Estates Financial Status Report

ENGINEER'S REPORT FOR ASSESSMENT DISTRICT 07-02

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

COUNTY FEES	Budgeted 2019-2020			Spent 2019-2020			Projected 2020-2021		
	42	\$ 1.00	\$ 42.00	\$	\$ 42.00	42	\$ 1.00	\$ 42.00	
Assessment Fee	0	\$ 25.00	\$ -		\$ -	0	\$ 25.00	\$ -	
Roll Corrections	1	\$ 200.00	\$ 200.00		\$ 200.00	1	\$ 200.00	\$ 200.00	
Reporting Fee			\$ 242.00		\$ 242.00			\$ 242.00	
<b>TOTAL</b>									
<b>CITY COSTS</b>									
<b>Engineering</b>		\$ per hr	# hr		293.91		\$ per hr	# hr	
Office Support Staff		\$ 33.34	0.5	\$ 16.67			\$ 33.41	1	
City Services Director		\$ 69.40	0.5	\$ 34.70			\$ 69.85	1	
Associate Engineer		\$ 41.46	2	\$ 82.92			\$ 55.95	3	
<b>Administration</b>									
City Manager		\$ 104.09	0.5	\$ 52.05			\$ 86.77	0.5	
City Attorney		\$ 125.00	0	\$ -			\$ 210.00	0.5	
Finance Director		\$ 64.45	0.25	\$ 16.11			\$ 64.45	0.5	
<b>TOTAL</b>				\$ 202.46		\$ 481.76		\$ 451.73	
<b>WALL MAINTENANCE</b>									
Graffiti Incidents		\$ -		\$ -			\$ -		
<b>TOTAL</b>				\$ -		\$ -		\$ -	
<b>UTILITIES</b>		\$ per month	# months				\$ per month	# months	
Irrigation Timer Electrical costs (Will discontinue in FY17-18)		\$ -	12	\$ -			\$ -	12	
Water used for irrigation		\$ 42.33	12	\$ 507.96			\$ 44.41	12	
SCE (Irrigation + Lighting)	4	\$ 23.82	12	\$ 1,143.53			\$ 21.20	12	
<b>TOTAL</b>				\$ 1,651.49		\$ 1,550.69		\$ 1,550.69	
<b>CITY MAINTENANCE (Landscaping &amp; Irrigation Maintenance/plants)</b>		\$/hr	hrs				\$/hr	hrs	
Senior Employee		\$ 18.92		\$ -			\$ 18.92		
Regular Employee		\$ 14.50		\$ -			\$ 14.50		
Regular Employee		\$ 14.50		\$ -			\$ 14.50		
Specialty Contract Maintenance		\$ 45.00	12	\$ 540.00			\$ 45.00	12	
Operational Supplies (Landscaping Equipment, Fuel & Oil, Seeding, Fertilizer, Plants, Trees, etc)		\$ -		\$ -			\$ 2,975.00		
<b>TOTAL</b>				\$ 540.00		\$ 3,515.00		\$ 540.00	
<b>SUBTOTAL COSTS</b>				\$ 2,635.95		\$ 5,769.45		\$ 2,784.42	
Total Capital Improvement									
Total assets				\$ 6,032.23					
<b>TOTAL COSTS</b>				\$ 2,635.95		\$ 5,769.45		\$ 2,784.42	
Costs per square foot of area	1720			\$ 62.76				\$ 66.30	
Assessment per Lot:	42			\$ 40.00				\$ 40.00	

Proposed decrease/increase per lot/year  
Proposed decrease/increase per lot/month

Budgeted 19-20 \$ 1,680.00  
 Received as of April 30, 2020 \$ 1,398.00  
 Balance deducting the County Fees \$ (40.00)

Per County Report as of April 30, 2020, Unpaid Balance from previous years \$ (182.66)  
 Total Owed to the City \$ (222.66)

**Pelous Ranch Financial Status Report**

ENGINEER'S REPORT FOR ASSESSMENT DISTRICT 09-01

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

	Budgeted 2019-2020				Spent 2019-2020				Projected 2020-2021			
	\$	#	\$	#	\$	#	\$	#	\$	#	\$	#
<b>COUNTY FEES</b>												
Assessment Fee	105	\$ 1.00	\$ 105.00	1	\$ 105.00	105	\$ 1.00	\$ 105.00	105	\$ 1.00	\$ 105.00	105
Roll Corrections	0	\$ 25.00	\$ -	1	\$ 25.00	0	\$ 25.00	\$ -	0	\$ 25.00	\$ -	-
Reporting Fee	1	\$ 200.00	\$ 200.00	1	\$ 200.00	1	\$ 200.00	\$ 200.00	1	\$ 200.00	\$ 200.00	1
<b>TOTAL</b>			\$ 305.00		\$ 305.00			\$ 305.00			\$ 305.00	
<b>CITY COSTS</b>												
<b>Engineering</b>		\$ per hr		# hr		\$ per hr		# hr		\$ per hr		# hr
Office Support Staff		33.34	\$ 33.34	1	\$ 33.34		33.41	\$ 33.41	1	\$ 33.41		33.41
City Services Director		82.99	\$ 124.48	1.5	\$ 124.48		69.85	\$ 69.85	1	\$ 69.85		69.85
Associate Engineer		43.97	\$ 351.77	8	\$ 351.77		55.95	\$ 55.95	7	\$ 391.65		391.65
<b>Administration</b>												
City Manager		114.06	\$ 57.03	0.5	\$ 57.03		86.77	\$ 43.39	0.5	\$ 43.39		43.39
City Attorney		125.00	\$ 62.50	0.5	\$ 62.50		210.00	\$ 105.00	0.5	\$ 105.00		105.00
Finance Director		69.98	\$ 34.99	0.5	\$ 34.99		64.45	\$ 32.23	0.5	\$ 32.23		32.23
<b>TOTAL</b>			\$ 664.10		\$ 909.33			\$ 675.52			\$ 675.52	
<b>WALL MAINTENANCE</b>												
Graffiti Incidents			\$ -		\$ -			\$ -			\$ -	
<b>TOTAL</b>			\$ -		\$ -			\$ -			\$ -	
<b>UTILITIES</b>		\$ per month		# months		\$ per month		# months		\$ per month		# months
Water used for irrigation		269.00	\$ 3,228.00	12	\$ 3,228.00		269.00	\$ 3,228.00	12	\$ 3,228.00		12
SCE (Irrigation + Lighting)		17.50	\$ 6,090.00	12	\$ 6,090.00		2,713.04	\$ 3,460.00	12	\$ 3,460.00		12
<b>TOTAL</b>			\$ 9,318.00		\$ 6,578.51			\$ 6,708.00			\$ 6,708.00	
<b>CITY MAINTENANCE (Landscaping &amp; Irrigation Maintenance/plants)</b>		\$/hr		hrs		\$/hr		hrs		\$/hr		hrs
Senior Employee		18.92	\$ -	-	\$ -		18.92	\$ -	-	\$ -		-
Regular Employee		14.50	\$ -	-	\$ -		14.50	\$ -	-	\$ -		-
Regular Employee		14.50	\$ -	-	\$ -		14.50	\$ -	-	\$ -		-
Specialty Contract Maintenance		509.00	\$ 6,108.00	12	\$ 6,108.00		509.00	\$ 6,108.00	12	\$ 6,108.00		12
Operational Supplies (Landscaping Equipment, Fuel & Oil, Seeding, Fertilizer, Plants, Trees, etc)			\$ -	-	\$ -		699.51	\$ 6,000.00		\$ 6,000.00		
<b>TOTAL</b>			\$ 6,108.00		\$ 6,807.51			\$ 12,108.00		\$ 12,108.00		
<b>SUBTOTAL COSTS</b>			\$ 16,395.10		\$ 14,600.35			\$ 19,796.52		\$ 19,796.52		
Total Capital Improvement												
Total assets			\$ 27,372.90									
<b>TOTAL COSTS</b>			\$ 16,395.10		\$ 14,600.35			\$ 19,796.52		\$ 19,796.52		
Costs per square foot of area			\$ 0.63		\$ 0.53			\$ 0.77		\$ 0.77		
Assessment per Lot:			\$ 100.00		\$ 100.00			\$ 188.54		\$ 188.54		
			\$ 100.00		\$ 100.00			\$ 100.00		\$ 100.00		

Proposed decrease/increase per lot/year  
 Proposed decrease/increase per lot/month

Budgeted 19-20 \$ 10,500.00  
 Received as of April 30, 2020 \$ 10,195.00  
 Balance deducting the County Fees \$ -

Per County Report as of April 30, 2020, Unpaid Balance from previous years \$ -

Total Owed to the City \$ -

# STAFF REPORT



TO: LINDSAY CITY COUNCIL  
DATE: June 9, 2020  
AGENDA #: 4.10 & 4.11  
FROM: Juana Espinoza, Deputy City Clerk

## Request for Specific County Services – 2020 Election

ACTION Approval Resolutions 20-19 and 20-20

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

OBJECTIVE(S)  Live in a safe, clean, comfortable and healthy environment.  
 Increase our keen sense of identity in a 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 self-reliant city government that provides effective, basic services.

## RECOMMENDATION

Staff respectfully request adoption of the attached resolutions to consolidate the Municipal and General Elections to be held November 3, 2020

## BACKGROUND | ANALYSIS

Three (3) Council terms will be up for election in November this year (Pamela Kimball, Brian Watson and Laura Cortes), and Council has the option to consolidate our Municipal Election with the General Election conducted by Tulare County. The County's cost in consolidation fees is substantially less than an in-house election costing approximately \$10,000.

To consolidate the election with Tulare County, procedures include the following:

- 1) Resolution 20-19  
Requests and consents to consolidation of the Municipal and General elections and sets specifications of the election order. Included in these specifications is Council's determination that the **Candidate** will pay for the Candidate Statement (approximately \$1,000), and also limiting the Candidate's Statements to 200 words.
- 2) Resolution 20-20  
Requests the County Board of Supervisors permit the County Registrar of Voters to render specific election services.



# STAFF REPORT



TO: LINDSAY CITY COUNCIL  
DATE: June 9, 2020  
AGENDA #: 4.10 & 4. 11  
FROM: Juana Espinoza, Deputy City Clerk

---

Upon adoption of these resolutions, the City Clerk is required to deliver certified copies along with Incumbent Data and a Notice to the County Registrar indicating various information regarding the election. All procedures to be performed by the County Registrar of Voters on behalf of the City of Lindsay are governed by the California Elections Code.

## ALTERNATIVES

- Give staff direction to research how to conduct and In-House Election costing over \$10,000.

## BENEFIT TO OR IMPACT ON CITY RESOURCES

By consolidating City will save a considerable amount of money and staff time.

## ENVIRONMENTAL REVIEW

- Not required by CEQA  
 If required by CEQA:

## POLICY ISSUES

- No policy issues  
 Policy issues:

## PUBLIC OUTREACH

- Posted in this agenda  
 Additional public outreach:  
N/A

## ATTACHMENTS

- Resolution 20-19
- Resolution 20-20



## RESOLUTION OF THE CITY OF LINDSAY

NUMBER           **20-19**

TITLE               **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY REQUESTING AND CONSENTING TO CONSOLIDATION OF ELECTIONS; AND SETTING SPECIFICATIONS OF THE ELECTION ORDER**

MEETING           At a regularly scheduled meeting of the City of Lindsay City Council held on April 14, 2020 at 6:00 PM Via Webinar

**WHEREAS**, the City Council of the City of Lindsay has ordered a Municipal Election to be held on Tuesday, November 3, 2020, to fill certain municipal offices; and

**WHEREAS**, other elections may be held in whole or in part of the territory of the City, and it is to the advantage of the City to consolidate pursuant to Elections Code §10400; and

**WHEREAS**, Elections Code §10242 provides that the governing board shall determine the hours of opening and closing the polls; and

**WHEREAS**, Elections Code §10002 requires the City to reimburse the County in full for the services performed upon presentation of a bill to the City by the county elections official; and

**WHEREAS**, Elections Code §13307(3c) requires that before the nominating period opens the governing body must determine whether a charge shall be levied against each candidate submitting a candidate's statement to be sent to the voters; and

**WHEREAS**, Elections Code §12101 requires the publication of a notice of the election once in a newspaper of general circulation in the City;

**NOW, THEREFORE, IT IS HEREBY ORDERED** by the City Council of the City of Lindsay that an election be held in accordance with the following specifications:

### **SPECIFICATIONS OF THE ELECTION ORDER:**

1. The election shall be held on Tuesday, the 3<sup>rd</sup> day of November 2020, for the purpose of choosing successors for the following City Council Seats for the 2020-2024 term.

Council Members Pamela Kimball, Laura Cortes and Brian Watson

2. The City Council hereby requests and consents to the consolidation of this election with other elections which may be held in whole or in part of the territory of the City, as provided in Elections Code §10400.

RESOLUTION NO. 20-19

Page 1 of 2



# RESOLUTION OF THE CITY OF LINDSAY

3. The City hereby designates the hours the polls are to be kept open shall be from 7:00 a.m. to 8:00 p.m.
4. The City will reimburse the county for actual costs incurred in conducting the election upon receipt of a bill stating the amount due as determined by the elections official.
5. The City Council has determined the **candidate** will pay for the Candidate’s Statement and that the Candidate’s Statement shall be limited to 200 words.
6. The City requests that the Registrar of Voters publish the notice of election in the Porterville Recorder which is a newspaper of general circulation that is regularly circulated in the City.
7. The City directs that a certified copy of this Resolution be forwarded to the Registrar of Voters, and the Board of Supervisors of Tulare County.

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

MEETING DATE	June 9, 2020
MOTION	
2 <sup>nd</sup> MOTION	
AYES	
ABSENT	
ABSTAIN	
NAYS	

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

\_\_\_\_\_  
Juana Espinoza, Deputy City Clerk

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

RESOLUTION NO. 20-19  
Page 2 of 2



## RESOLUTION OF THE CITY OF LINDSAY

NUMBER           **20-20**

TITLE               **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY REQUESTION THAT THE COUNTY BOARD OF SUPERVISORS PERMIT THE COUNTY REGISTRAR OF VOTERS TO RENDER SPECIFIED SERVICES TO THE CITY**

MEETING           At a regularly scheduled meeting of the City of Lindsay City Council held on June 9, 2020 at 6:00 PM Via Webinar

**WHEREAS**, pursuant to the Elections Code, the governing body of any city may, by Resolution, request the Board of Supervisors of the County to permit the County Elections Official to render specified services to the City relating to conducting of an election; and

**WHEREAS**, the City has ordered an election be held within the boundaries of the City on November 3, 2020.

**NOW THEREFORE BE IT RESOLVED** that the City Council of the City of Lindsay hereby requests that the Tulare County Board of Supervisors permit the County Registrar of Voters to render services to the City relating to conducting of the November 3, 2020, Municipal Election as follows:

- a.       Distribute and file nomination papers and candidate statements for candidates for city offices.
- b.       Make all required publications.
- c.       Prepare, print and mail to the qualified electors of the City, sample ballots and voter pamphlets.
- d.       Provide Vote by Mail ballots for said Municipal Election for use by the qualified electors who may be entitled to Vote by Mail ballots in the manner provided by law.
- e.       Order consolidation of precincts, appoint precinct boards, designate polling places and instruct election officers concerning their duties.
- f.       Conduct and canvass the returns of the election and certify votes cast to the city.
- g.       Receive and process Vote by Mail ballot voter applications.
- h.       Prepare, print and deliver supplies to the polling places, including the official ballots and a receipt for said supplies.
- i.       Recount votes, if requested, in accordance with state law.
- j.       Conduct the above election duties in accordance with the Voting Rights Act of 1975.
- k.       Perform all other pertinent services required to be performed for said election, other than the requirements of the Fair Political Practices Commission; said Fair Political Practices Commission requirements to be performed by the City Clerk.



## RESOLUTION OF THE CITY OF LINDSAY

**BE IT FURTHER RESOLVED** by the City Council of the City of Lindsay that the City Clerk is hereby authorized and directed to transmit certified copies of this Resolution to the Board of Supervisors and to the County Registrar of Voters.

**PASSED AND ADOPTED** by the City Council of the City of Lindsay is 9<sup>TH</sup> day of June of 2020.

MEETING DATE	June 9, 2020
MOTION	
2 <sup>nd</sup> MOTION	
AYES	
ABSENT	
ABSTAIN	
NAYS	

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

\_\_\_\_\_  
Juana Espinoza, Deputy City Clerk

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

# STAFF REPORT



TO: LINDSAY CITY COUNCIL  
DATE: June 9, 2020  
AGENDA #: 5  
FROM: Juana Espinoza, Finance and Accounting Manager

---

## CITY OF LINDSAY PROCUREMENT POLICY

**ACTION** Approve City of Lindsay Procurement Policy

**PURPOSE**

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

**OBJECTIVE(S)**

- Live in a safe, clean, comfortable and healthy environment.
- Increase our keen sense of identity in a connected and involved community.
- N**urture attractive residential neighborhoods and business districts.
- D**edicate resources to retain a friendly, small-town atmosphere.
- S**timulate, attract and retain local businesses.
- A**dvance economic diversity.
- Y**ield a self-reliant city government that provides effective, basic services.

## RECOMMENDATION

Staff respectfully recommends adoption of a Procurement Policy, Resolution 20-21, relative to the use of any funds with a Regional, State, and/or Federal origin.

## BACKGROUND | ANALYSIS

Staff has been working with representatives from the California Department of Transportation (DOT) to address deficiencies as identified by the Independent Office of Audits & Investigations Incurred Cost Audit, issued July 2014, and implement the corrective action plan as outlined in the communication of October 7, 2019.

Part of that corrective action plan requires the City to pass a resolution to adopt Local Assistance Procedures Manual Chapter 10, Consultant Selection. It is also required that an agency's FMPP include language as stated in the Code of Federal Regulations for 2 CFR 200.

Finally, DOT staff made a number of recommendations to strengthen the existing City FMPP to ensure staff is educated to, and maintains compliance with, all guidelines specific to use of Federal and State funds. Those recommendations are incorporated within this Procurement Policy which is intended to be a supplement to, and integral part of, the existing FMPP as part of staff's on-going dedication to safe-guarding the City's resources and meeting all requirements of our funding partners.

---



## STAFF REPORT



TO: LINDSAY CITY COUNCIL  
DATE: June 9, 2020  
AGENDA #: 5  
FROM: Juana Espinoza, Finance and Accounting Manager

---

### ALTERNATIVES

- Approve the updated purchasing policy and procurement procedure
- Approve only the updated purchasing policy
- Approve only the newly created procurement procedure.
- Decline all revisions and new procurement policy and provide direction to staff

### BENEFIT TO OR IMPACT ON CITY RESOURCES

These policy updates provide staff with a quick, up-to-date reference source to ensure compliance with all State and Federal procurement guidelines; thus ensuring proper procedures and controls are clearly denoted. No negative impact to city resources

### ENVIRONMENTAL REVIEW

Not required by CEQA

If required by CEQA:

### POLICY ISSUES

No policy issues

Policy issues:

### PUBLIC OUTREACH

Posted in this agenda

Additional public outreach:

### ATTACHMENTS

- Procurement Policy
- Resolution 20-21



# **CITY OF LINDSAY**

## **Procurement Policy**

---

City of Lindsay  
251 E. Honolulu  
Lindsay, CA 93247  
Phone 559.562.7102

Adopted June 9, 2020

# Table of Contents

CHAPTER	TITLE	CHAPTER OBJECTIVES
	<b>Introduction</b> and Resolution	
1	<b>An Overview of Procurement</b>	Introduce Lindsay procurement services, objectives, and ethical standards.
2	<b>Overview of City Policies</b>	Overview of bidding, insurance, exceptions, and other policies affecting the procurement of goods and services.
3	<b>2 CFR 200</b>	Federal procurement guidelines and grants management per Code of Federal Regulations (CFR)
4	<b>Chapter 10 Local Assistance Procedures Manual</b>	State procurement guidelines for Architectural and Engineering Consultant Services
5	<b>Insurance</b>	Insurance requirements and Transfer of Risk to protect City
6	<b>Glossary of Procurement Terms</b>	Definition of common procurement terms.
	<b>Appendix A</b>	Purchasing Thresholds Matrixes

**RESOLUTION 20-21**

**RESOLUTION AUTHORIZING THE ADOPTION OF CITY OF LINDSAY PROCUREMENT POLICY, TO SUPPLEMENT THE PURCHASING SECTION (PG 12-20) OF THE EXISTING FINANCIAL MANAGEMENT POLICY AND PROCEDURES MANUAL; TO INCLUDE GUIDELINES OF FEDERAL 2 CFR 200 AND CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL (LAPM) CHAPTER 10**

**WHEREAS**, the City of Lindsay last updated the Financial Management Policy & Procedures Manual in November 2013; and

**WHEREAS**, there have been subsequent guidelines issued by Federal and State agencies relative to procurement; and

**WHEREAS**, it is mandated that a written policy include the language as written in 2 CFR 200 and LAPM Chapter 10, which contain internal controls and safeguards by which the City's staff may ensure that proposed purchase contract awards to vendors and contract change orders comply with all Federal, State, and local legal requirements and verify that appropriations are budgeted and sufficient unexpended moneys remain before a commitment of public funds is made; and

**WHEREAS**, the provision of 23 CFR 172.5(b), subrecipients shall develop and sustain organizational capacity and provide the resources necessary for the procurement, management, and administration of engineering and design related consultant services, reimbursed in whole or in part with Federal-Aid Highway Program funding as specified in 23 U.S.C. 106(g)(4)(A); and

**WHEREAS**, 23 CFR 172.5(b)(1) requires subrecipients to adopt written policies and procedures prescribed by the awarding State Transportation Agency for the procurement, management, and administration of engineering and design related consultant services in accordance with applicable Federal and State laws and regulations; and

**WHEREAS**, the State of California Department of Transportation (Caltrans) has developed the Local Assistance Procedures Manual (LAPM), Chapter 10, Consultant Selection which sets forth policies and procedures for procurements and managements of contracts for engineering and design related consultant services contracts on federal and state funded transportation projects to ensure compliance with applicable Federal and State laws and regulations; and

**WHEREAS**, LAPM Chapter 10, Consultant Selection, describes the consultant selection and procurement process local agencies must follow to maintain eligibility for federal and state reimbursement and 2 CFR 200 sets forth policies and procedures for procurements and managements of contracts for federally funded projects

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lindsay ADOPTS this Procurement Policy, including 2 CFR 200 and Caltrans LAPM Ch.10, Consultant Selection, and any updates thereto, as described herein:

1. Approves the establishment of the following procurement policy attached hereto as "Attachment A" empowering City staff, as appropriately designated by the policy, to do the necessary procurement work, as allowed by appropriation through the final adopted budget, including approved amendments (if applicable); the policy is hereby adopted to govern the purchase of City supplies, goods, commodities, equipment, services, professional services and construction projects and contains specificity as to state and federal procurement standards.
2. This policy, as applicable, shall constitute the procedures and rules governing the solicitation of bids, award of contracts for public works projects, change orders to awarded contracts, and the solicitation and selection of firms and/or professional consultants for services pursuant to Section 8.11 *Purchasing & Contracting* of the City of Lindsay Municipal Code.

3. The Contract Change Order (CCO) policy contained herein, shall replace the CCO as written on page 20 of the Financial Management Policy & Procedures Manual and replaces the HOME section relative to CCO Policy to remove any ambiguity as to approving/failing to approve a CCO.
4. The Records Retention section shall become a part of the City's Records Retention policy, last updated June 2017. The intent is to clarify the records retention requirements for Grant Funds and to ensure periods of retention, as stated in the funding contract, that are longer than the City's policy, supersede the City policy.

**The forgoing resolution was duly passed and adopted by the City of Lindsay at a regular meeting held on June 9, 2020 by the following vote:**

MEETING DATE	June 9, 2020
MOTION	
2 <sup>nd</sup> MOTION	
AYES	
ABSENT	
ABSTAIN	
NAYS	

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

\_\_\_\_\_  
Juana Espinoza, Deputy City Clerk

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

# Introduction

This Procurement Policy document is intended to serve as a reference tool for City staff and departments. It details the policies and procedures of the City's purchasing authority. It outlines the procurement process for projects using state and/or federal funds, clarifies the responsibilities of individual departments and staff, and explains the legal requirements affecting the City.

This guide will help City personnel familiarize themselves with procurement processes and enable them to timely and efficiently obtain the goods and services they need while maintaining compliance with all local, state, and federal funding sources.

This guide is a supplement to the existing Financial Management Policy and Procedures Manual (FMPPM) created to enhance the reference material as regards any State and/or Federally funded grant project to ensure staff is educated regarding stricter procurement guidelines, change order requirements and records retention policies applicable to grant funding. In the event of any duplicative sections in the FMPPM Purchasing Section and guidelines as written in this Procurement Policy, the stricter guideline shall always take precedent. As State and Federal funding agencies update their policies annually, this guide includes links to the applicable statute that shall be reviewed prior to the beginning of any project using Regional, State, or Federal funds.



# Quick Reference

## Chapter 1 – An Overview of the Procurement System

<b>Topic</b>	<b>Page</b>
What is Procurement	7
The City's Procurement System	7
Procurement Authority	8
Objectives & Standards	8
Conflict of Interest Statement	9

# 1

## **An Overview of the Procurement System**

*Chapter Objective: This chapter is an introduction to City of Lindsay purchasing process – its service processes, objectives, and ethical standards.*

### **What is Procurement?**

Procurement is the process through which purchases are planned, solicitations issued, vendors selected, purchase orders issued, and goods or services are received.

The City of Lindsay desires to be both effective and efficient in purchasing with the goal of integrity woven throughout the process. Ethically purchasing goods and services with an emphasis on the best value for the City's dollar.

This is accomplished by ensuring that goods and services are of high quality, available when needed, not overpriced, and that taxpayers know that public funds are being spent wisely on its behalf and not for the personal benefit of government employees, officials, or their friends.

### **The City's Procurement System**

The City of Lindsay maintains a decentralized procurement system, which is under the authority of the City Manager or his/her designee(s) as the City Purchasing Agent (PA) established by the Purchases section of the City's Municipal Code. The decentralized purchasing is necessary due to the small amount of administrative staff and is functional because of the small size of the City. This means that the PA is ultimately responsible for procurement in general, but delegates his/her authority in limited measure to Department Heads within the City. The PA (or designee) therefore establishes leasing agreements; coordinates surplus sales; and most importantly, procures all commodities under \$50,000 and services under \$100,000 and certain construction services under \$200,000.

The City of Lindsay therefore does not run a centralized Internal Service Fund (ISF) but purchases are made directly by each department, as applicable, while payment and oversight of purchases are maintained through a centralized accounts payable process in the Finance Department, with each affected fund / department charged accordingly.

## Procurement Authority

The City derives its authority from two sources: local and state laws. Local law encompasses City Councils' resolutions and directives. The two main sources giving authority to Procurement Services to purchase goods and services on behalf of the City are the Purchases Ordinance and the California Government Code.

**Purchasing Ordinance.** The Purchasing ordinance is contained within the City Charter, Article VIII, Section 8.11, "Purchases & Contracting" that was established in January 1996 to govern the activities of the City. In general, it established that the PA shall have the duties and powers prescribed by the laws of the State of California relating to City Purchasing Agents, Public Contract Code, and Government Code. A full copy of the Code Section is available in the Documents section of the City's website: [www.lindsay.ca.us](http://www.lindsay.ca.us)

**State and Federal Laws.** State laws that are applicable to various City procurement activities can be found in the Government Code, the Civil Code, and the Public Contract Code (including the California Uniform Public Construction Cost Accounting Act; CUPCCAA). Where pertinent, specific code sections are referenced throughout this policy. Federal law is applicable to City procurement activities any time federal funds are used for particular procurements, but specifically listed in Chapter 2 of this Policy.

## Procurement Objectives & Standards of Conduct

The City's procurement policy objectives and standards are applied to all transactions through the following values:

- a. Establish the legal authority of the procurement function within the City
- b. Simplify, clarify, and reflect the laws governing procurement
- c. Enable uniform procurement policies throughout the City
- d. Build public confidence in public procurement
- e. Ensure the fair and equitable treatment of everyone who deals with the procurement system
- f. Provide for increased efficiency, economy, and flexibility in public procurement activities and maximize to the fullest extent the purchasing power of the City
- g. Foster effective broad-based competition from all segments of the supplier community
- h. Safeguard the integrity of the procurement system and protect against corruption, waste, fraud, and abuse
- i. Ensure appropriate public access to contracting information
- j. Foster equal employment opportunities that are in line with legal requirements, in the policies and practices of suppliers and subcontractors wishing to do business with the City

The following ethics statements are applicable to all City employees and Council members who participate in the procurement process.

- k. City employees shall not obligate the City of Lindsay, financially or otherwise, by any means, including but not limited to purchase orders and contracts, when the employee has a personal, material, financial, or other interest in the obligation.

- l. Employees are prohibited from directly or indirectly soliciting or accepting any rebate, kickback, gift, gratuity, or favor for personal gain from any individual, corporation, or group.
- m. The City's employees, directors, appointed or elected officials, volunteers, agents or contacts shall neither solicit nor accept gratuities, favors, gifts, consulting fees, trips, or anything having a monetary value in excess of fifty dollars (\$50.00) from a vendor, potential vendor, family or employees of a vendor, contractor or parties to subcontractors.
- n. City employees, when purchasing an item(s) for personal use, must avoid the appearance of City representation. The employee shall pay all such purchases with his or her personal funds. When personal purchases are made under these circumstances, separate invoices or sales receipts must be issued by the supplier. Such invoices must bear the employee's name, home address, and phone number and may *not* be delivered to the City. Employees may *not* solicit, or accept, discounts, reduced prices, or other benefits from suppliers because of employees' position with the City.

## **Procurement Process Conflicts of Interest**

There will be uniform and equitable application of the Standards of Conduct of the City of Lindsay involving all activities associated with the procurement of goods and services. This section also defines responsibility to identify and prevent real or apparent Conflicts of Interest.

Prior to the issuance of a procurement solicitation, informational and research contacts with prospective vendors may be made for the purpose of gathering data. However, in making such contacts, employees, officers, Council Members, and agents shall avoid any commitment or implication of a possible future award.

Accordingly, no request for complimentary services or supplies, which may imply an obligation on the part of the City, shall be made. Requests for testing services, product samples, or demonstrations, and free trips to examine vendor products are to be avoided.

Whenever procurement is in process (e.g., during the solicitation, evaluation, negotiation, and award phases) all contacts with potential contractors or vendors shall be made through the Purchasing Agent or designee(s).

Employees, officers, directors, and agents of the City are also subject to the laws of the City and State of California concerning conflicts of interest. Monetary penalties and, in some cases, criminal penalties are imposed by California law for violations. In addition, City employees are subject to discipline for a violation that could lead to, or result in, termination of employment in addition to consequences relative to the California Fair Political Practices Commission (FPPC).

### **Gratuities and Kickbacks**

No member of the groups listed above will either solicit or accept gratuities, favors or

anything of monetary value from contractors, potential contractors, or parties to sub-agreements. Anyone failing to adhere to the above will be subject to any disciplinary proceeding deemed appropriate by the City of Lindsay.

### **Personal Conflicts of Interest**

No City employee, officer, Council member, agent or contact shall participate in the selection, award or administration of a third-party contract, or other agreement, if a real or apparent conflict of interest would be involved. Such a conflict of interest arises, whether real or apparent, when any of the following has a financial or other interest in the firm(s) considered or selected for award:

- a) An employee, officer, board member, or agent of the City;
- b) Any member of their immediate family, including but not limited to, husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, son-in-law, and daughter-in-law;
- c) Their partner or business associate; or
- d) A company or organization which is about to employ any of the above.

Apparent or Appearance of Conflict is based on a reasonableness standard i.e. would a reasonable person with knowledge of all material facts believe there appears to be a conflict?

### **Organizational Conflict of Interest**

An organizational conflict of interest may be real or apparent and arises where, because of other activities, financial interests, relationships, or contracts – a contractor is unable, or potentially unable, to render impartial assistance or advice to the City. Such a conflict exists in circumstances where the contractor's objectivity is, or might be, impaired or where the contractor has an unfair competitive advantage.

Organizational conflicts lead to two (2) distinct problems - bias or an unfair competitive advantage.

- a) Bias is a situation where an advisor is placed in a position that creates an incentive to distort advice or decision making.
- b) Unfair competitive advantage occurs when one contractor has information not available to other contractors in the normal course of business. For example, an unfair competitive advantage would occur when a contractor developing specifications or work statements has access to information that the City has paid the contractor to develop, or information which the City has furnished to the contractor for its work, when that information has not been made available to the public and to other offerors. Because this information enhances the contractor's competitive position in the procurement process, it represents an unfair competitive advantage over other offerors.

The City's procurement activities shall be structured to ensure full and open competition and to eliminate or minimize any unfair competitive advantage in circumstances where an organizational conflict, real or apparent, is presented. Appropriate structural steps are dependent upon the particular circumstances surrounding the procurement and might include: prohibiting the contractor from participating in the procurement, the bid process or in evaluation of bids, fully disclosing all information to all prospective offerors for a reasonable amount of time, adjustment of specifications to address any potential advantage, among others.

### **Confidential Information**

No member of the groups listed above shall furnish advice or services to a firm which is bidding on or planning to bid on a contract with the City, or which is doing business presently with the City. No member shall use confidential information for his or her actual or anticipated personal gain, or the actual or anticipated personal gain of any other person related to them by blood, marriage, or by common commercial or financial interest.

Anyone failing to adhere to the above will be subject to any disciplinary proceeding deemed appropriate by the City of Lindsay.

# Quick Reference

## Chapter 2 – Overview of City Policies Affecting Procurement

<b>Topic</b>	<b>Page</b>
Bidding Policies	13
Exceptions to Bidding	21
Unauthorized Purchases	24
Written Contracts	24
Insurance Requirements	24
Prevailing Wages	25
Settlements and Other Agreements	26
Outside Legal Services	26
Contract Change Orders	27
Records Retention Policy	28



# 2

## City Policies that Affect Procurement

*Chapter Objective: Provide an overview of City of Lindsay policies affecting the procurement of goods and services and provide instructions for compliance.*

### Bidding Policies

It is the City's policy to develop maximum competition for all purchases and to make awards based on the lowest responsive and responsible bid received. A responsive bidder is one who responds to all of the significant requirements outlined in the solicitation. A responsible bidder is one who is deemed to be capable of supplying the goods or services requested.

The City's goal through purchasing is to achieve the **best overall value** by securing goods and services at the ***lowest cost possible commensurate with quality and other relevant requirements.***

#### **Commodities (Materials & Equipment)**

##### **\$1 to \$10,000 – Administrative Process**

Competitive bidding is not required. At the Buyer's discretion, the purchase can be made with the vendor recommended by the department. Many purchases can be made with purchase cards by the department staff members with the approval of the Department Head.

##### **\$10,001 to \$32,999 – Administrative Process**

Competitive bidding is not required, but approval by the PA is required by memo. After approval is granted, the purchase can be made with the vendor recommended by the department.

##### **\$33,000 to \$98,999 – Written Quotes / Informal Bid Procedure**

Competitive bidding is required. The respective department acquires approval from the PA and then issues a written Request for Quotation. The number of vendors contacted varies, depending on the dollar amount of the purchase and the time available, but three is preferred. Award is made to the lowest responsive and responsible bidder. In

the case of capital asset purchase (defined as an asset anticipated to have a useful life of over 1 year and a purchase cost over \$15,000) the item must be on the adopted Capital Budget for the year or Budget Amendment a duly adopted prior to issuing the IFP/RFP.

**Over \$99,000 – Formal Bids and RFPs / RFQs**

Competitive bidding is required. Staff must acquire approval to go to bid or RFP / RFQ from City Council before issuing either a **formal** sealed Invitation for Bids (IFB) or Request for Proposals (RFP), depending on the type of procurement. The number of vendors contacted will vary depending on the dollar amount of the purchase and the time available, but three is preferred.

Award is made to the lowest responsive and responsible bidder, in the case of IFBs. In the case of RFPs, award is made in accordance with the evaluation criteria, terms, and conditions stated therein.

Typically, commodity items are procured using a bid process where an award is made to the lowest responsive and responsible bidder. However, in some instances an RFP may be used. The PA must gain authorization from City Council to approve the PO.

**Services (Non-Construction)**

**\$1 to \$10,000 – Administrative Process**

Competitive bidding is not required. At the Buyer's discretion, the purchase can be made with the vendor recommended by the department. Many purchases can be made with purchase cards by the department staff members with the approval of the Department Head.

*Contract requirements shall not be artificially divided to avoid bidding requirements.*

**\$10,001 to \$25,000 – Administrative Process**

Competitive bidding is not required, but approval by the PA is required by memo. After approval is granted, the purchase can be made with the vendor recommended by the department.

**\$25,001 to \$50,000 – Written Quotes**

Competitive bidding is required. The respective department acquires approval from the PA and then issues a written Request for Quotation. The number of vendors contacted varies, depending on the dollar amount of the purchase and the time available, but three is preferred. Award is made to the lowest responsive and responsible bidder.

**Over \$50,000 – Formal Bids or RFPs / RFQs (and contract)**

Competitive bidding is required. Staff must acquire approval to go to bid or RFP / RFQ from City Council before issuing either a **formal** sealed Invitation for Bids (IFB) or Request for Proposals (RFP), depending on the type of procurement. Typically, the RFP process is used for services. The number of vendors contacted will vary depending on the dollar amount of the purchase and the time available, but three is preferred. Award is made to the lowest responsive and responsible bidder in the case of IFBs. In the case of RFPs, the award is made in accordance with the evaluation criteria, terms, and conditions stated therein.

***Services above \$100,000 require City Councils' approval***

When a service contract is utilized by multiple City departments, staff will be responsible for tracking encumbrances and obtaining Council approval as needed.

**Services (Construction)**

**\$1 to \$10,000 – Administrative Process**

Competitive bidding is not required. At the Buyer's discretion, the purchase can be made with the vendor recommended by the department. Many purchases can be made with purchase cards by the department staff members with the approval of the Department Head, subject to the Credit Card policy as outlined in the Financial Policy & Procedures Manual adopted October 2012, last update November 2013.

**\$10,001 to \$25,000 – Administrative Process**

Competitive bidding is not required, but approval by the PA is required by memo. After approval is granted, the purchase can be made with the vendor recommended by the department.

**\$25,001 to \$50,000 – Written Quotes**

Competitive bidding is not required. The respective department issues a written Request for Quotation. The number of vendors contacted will vary, depending on the dollar amount of the purchase and the time available. Award is made to the lowest responsive and responsible bidder and approved by the PA.

**\$50,001 to \$100,000 – Formal Bid**

Informal bids will be solicited in accordance with the California Uniform Public Construction Cost Accounting Procedures (CUPCCAP) alternative bidding procedures. The award is approved by the City Council.

***Services above \$200,000 require City Councils' approval***

Competitive bidding is required. Staff must acquire approval to go to bid or RFP / RFQ from City Council before issuing either a **formal** sealed Invitation for Bids (IFB) or Request for Proposals (RFP), depending on the type of procurement. Typically, the RFP process is used for services. The number of vendors contacted will vary depending on the dollar amount of the purchase and the time available, but three is preferred. Award is made to the lowest responsive and responsible bidder in the case of IFBs. In the case of RFPs, the award is made in accordance with the evaluation criteria, terms, and conditions stated therein.

A. Procurement Standards.

1. The City shall maintain a contract administration system which ensures contractors perform in accordance with the terms, conditions and specifications of their contracts or purchase orders.
2. The City shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer or agent of the City shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:
  - a. The employee, officer or agent;
  - b. Any member of his or her immediate family;
  - c. His or her partner; or
  - d. An organization which employs, or is about to employ, any of the above, has a financial or other interest in or a tangible personal benefit from a firm considered for award.
3. The City's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. Such a conflict will not arise where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value (\$50 or less). The City's standards of conduct provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the City.
4. The City shall not enter into a contract with a non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government or Indian tribe, unless the non-Federal entity maintains written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest mean due to relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

5. The City shall avoid acquisition of unnecessary or duplicative items. Consideration will be given to consolidating or breaking out procurements to obtain a more economic purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
6. The City shall consider entering into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.
7. The City shall consider using Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
8. The City shall consider using value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure its essential function is provided at the overall lower cost.
9. The City shall make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance and financial and technical resources.
10. The City shall maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection and the basis for the contract price.
11. The City shall use time and material type contracts only:
  - a. After a determination is made that no other contract is suitable; and
  - b. If the contract includes a ceiling price the contractor exceeds at their own risk.
12. The City alone shall be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes and claims. These standards do not relieve the City of any contractual responsibilities under its contracts.

**B. Competition.**

1. The City will conduct procurement transactions in a manner providing full and open competition. To ensure objective contractor performance and eliminate unfair competitive advantage, contractors developing or drafting specifications, requirements, statements of work, or invitations for bids or requests for proposals shall be excluded from competing for such procurements.
2. The City shall conduct procurements in a manner prohibiting the use of statutorily or administratively imposed in-state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes

expressly mandate or encourage geographic preference. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

3. The City shall have written procedures for procurement transactions. These procedures will ensure that all solicitations:
  - a. Incorporate a clear and accurate description of the technical requirements for the material, product or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a brand name or equal description may be used to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offerors shall be clearly stated; and
  - b. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
4. The City shall ensure prequalified lists of persons, firms or products that are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. The City shall not preclude potential bidders from qualifying during the solicitation period.

#### C. Methods of Procurement to be Followed

The City shall use one of the following methods of procurement:

1. Procurement by Micro-Purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold as set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and adjusted periodically for inflation. As of the date of this ordinance, the micro-purchase threshold is \$10,000.
2. Procurement by Small Purchase Procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies or other property that do not cost more than the simplified acquisition threshold as set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908 and periodically adjusted for inflation. If small purchase procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources. As of the date of this ordinance, the simplified acquisition threshold is \$50,000.
3. Procurement by Sealed Bids (Formal Advertising). Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.

- a. For sealed bidding to be feasible, the following conditions should be present:
    - (1) A complete, adequate, and realistic specification or purchase description is available;
    - (2) Two or more responsible bidders are willing and able to compete effectively for the business; and
    - (3) The procurement lends itself to a firm-fixed-price contract and the selection of the successful bidder can be made principally based on price.
  - b. If sealed bids are used, the following requirements apply:
    - (1) The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids;
    - (2) The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services for the bidder to properly respond;
    - (3) All bids will be publicly opened at the time and place prescribed in the invitation for bids;
    - (4) A firm-fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
    - (5) If there is a sound documented reason, any or all bids may be rejected.
4. Procurement by Competitive Proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:
- a. Requests for proposals shall be publicized and identify all evaluation factors including relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;
  - b. Proposals will be solicited from an adequate number of qualified sources;
  - c. The City shall conduct technical evaluations of the proposal received and for selecting awardees;
  - d. Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
  - e. The City may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.
5. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances applies:



- a. The item is available only from a single source;
  - b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
  - c. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in a written request from the City; or
  - d. After solicitation of multiple sources, competition is determined inadequate.
- 6. Contracting with Small and Minority Businesses, Women’s Business Enterprises and Labor Surplus Area Firms.**
- a. The City shall take all necessary affirmative steps to assure that minority businesses, women’s business enterprises and labor surplus area firms are used when possible.
  - b. Affirmative steps include:
    - (1) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
    - (2) Assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources;
    - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women’s business enterprises;
    - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women’s business enterprises;
    - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
    - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections 6.b.(1) through (6) of this section.
- 7. Contracts Cost and Price.**
- a. The City shall perform a cost or price analysis in every procurement action exceeding the simplified acquisition threshold including contract modifications. The method and degree of analysis will be dependent on the facts surrounding each procurement situation. As a starting point, the City shall make independent estimates before receiving bids or proposals.
  - b. Costs or prices based on estimated costs for contracts under the Federal award will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the City under Subpart E – Cost Principles of Title 2, Subtitle A, Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).
  - c. The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.
- 8. Federal Awarding Agency or Pass-Through Entity Review.**
- a. The City shall make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is

needed to ensure that the item or service specified is the one being proposed for purchase.

- b. The City shall make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposal or invitations for bids, or independent cost estimates when:
    - (1) The City's procurement procedures or operation fails to comply with the procurement standards of Title 2, Subtitle A, Part 200, Subsection 200.324;
    - (2) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
    - (3) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a "brand name" product;
    - (4) The proposed contract is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
    - (5) A proposed modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.
  - c. The City may be exempted from the pre-procurement review in subsection 8.b. above if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards set forth in Title 2, Subtitle A, Part 200, or the City self-certifies compliance with such standards if self-certification is permitted by the Federal awarding agency or pass-through entity.
9. Bonding Requirements. For public projects, the City shall require bid guarantees, performance bonds, and payment bonds consistent with Title 2, Part 200, Section 200.325 of the Code of Federal Regulations.
  10. Contract Provisions. The City's contracts shall contain the provisions in Appendix II to Title 2, Subtitle A, Part 200 – Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable.

#### D. Suspended or Debarred Parties

- A. City employees shall not enter into covered transactions with parties that are suspended or debarred or otherwise excluded from or ineligible for participation in Federal assistance programs and activities (2 CFR 200.213; 2 CFR 180).

## **Exceptions to Bidding (Government Code 10300-10334)**

### **Sole Source/Brand Procurement**

An exception may be granted based on two premises:

- Only a single company or organization can supply the needed product or service. As in the case of proprietary software maintenance, only the licensor of the product can provide support.

- Only a single “brand/model” will meet the department’s technical/functional requirements. For example, only the Brand X equipment is compatible with existing system requirements. Brand X is available through several distributors. Brand X would be considered a “sole brand” but not a “sole source” since it is available from many sources (distributors).

Sole source requests should not be made unless the department is confident that the request is reasonable, appropriately justified to meet the City’s requirements, and can withstand a possible audit. Sole source/brand purchasing minimizes or eliminates competition and should be avoided whenever possible.

If a department believes that only a specific make and model will meet its needs, it should include an objectively written explanation that details the unique features of the sole source/brand item, which states why these features are required. If other brands or models have been tested or used previously, the department should specify the brands or models tested or used, the dates they were tested or used, and why they are not acceptable.

A written justification, signed by the department head must be submitted for the PA’s review/approval. Department should provide the written justification in a standard memo format to the PA.

### **Use of Existing Agreement**

An exception may be granted if the product/service is available through the utilization of another public entity’s contract (includes city, county, state, federal, school district, League of California Cities, California Communities Program, Federal GSA). The contract must have been competitively bid, be current within the last year, and be for the same product or service. It must also meet all City policies.

### **Standardization**

When supplies, equipment, or services are uniformly adopted or otherwise standardized, or when an item is designated to match others in use by the City, the purchase may be exempt from bidding requirements or be made with limited competition to distributors of the manufacturer of the standardized item. Compatibility issues between differing technologies will also be considered for exception.

### **Emergencies**

The item(s) purchased *are immediately necessary* for:

- The continued operation of the office or department involved; or
- Are immediately necessary for the preservation of life or property.

Technically, an emergency need is one that could not have been foreseen. Failure to submit a proper documentation on time does NOT constitute a valid emergency.

## **Contracted City Staff**

The City of Lindsay is a small municipality that is dependent upon contracted professional staff to fill staff positions normally performed by in-house staff in larger agencies, such as City Engineer, City Planner, and Certified Operators as required by the State for water and/or wastewater treatment monitoring. Therefore, an exception to the normal bidding process may apply when using contracted professional staff in their role as the City representative, in their respective field, under their existing contract. The task order will still be subject to the authorization and approval process and thresholds laid out in Chapter 2 of this document.

## **Pre-Qualified List of Contractors**

The City of Lindsay wants to promote fairness and equality in bidding but also guard public funds from waste by avoiding awards to unqualified or under-qualified contractors that may respond with a lowest bid on a public project. Given the rural nature of the City, the bidding pool of contractors may be insufficient to meet quality standards of certain City projects. By establishing a pre-qualified list of contractors for construction projects the City can manage this risk for appropriate projects. A contractor may be added to the list after going through a vetting process established by the PA or designee. Pre-qualified contractors will be added to a list maintained by the PA or designee(s) for a period of one year. When a project becomes available, and not subject to other bidding requirements from State or Federal funding sources, a contractor from the pre-qualified list may be selected from the list, subject to the authorization and approval process and thresholds laid out in Chapter 2 of this document.

## **Local Preference**

Purchasing goods and services from local vendors is desired because it stimulates the Lindsay economy and recognizes that local vendors are valued members of our community. City staff, exercising good judgement by considering factors such as quality, previous performance, availability, and potential tax revenues to the City will, when practicable, give preference to purchasing and contracting locally. All other portions of this policy relative to normal competitive bidding will apply.

A local advantage cannot be considered for Federal funded contracts. For more information see Uniform Guidance 2 CFR Ch. II §200.319 (7)(b).

A local advantage cannot be considered for State funded contracts due to increasingly strict State requirements mirroring Federal standards (e.g. CalTrans funded programs).

## **Miscellaneous**

- Formal competition has failed
- A procurement made from another unit of government
- Procurement of used item is advantageous
- Public utilities (Gov Code 4217)
- Legal services
- Medical services

## **Unauthorized Purchases**

**Except for emergencies or other authorized exceptions, no purchases can be made or are authorized until funds have been encumbered by the Finance Department.**

Usually, an unauthorized purchase is discovered when a department submits documentation to cover a purchase (goods or services) that has already been delivered. Should a department make an unauthorized purchase, the department is issued a warning.

If a second violation occurs, a memorandum is sent stating that the Finance department will process the payment, after receipt of a written explanation.

If a third violation occurs, a memorandum is sent stating that the Finance department will not process the request / invoice. The department is advised approval must be sought from the City Council, or the employee can be personally responsible for the charges.

## **Written Contracts**

City staff will typically require a written contract when the cost of the services, and in some cases goods, exceeds \$50,000. New construction contracts are needed for projects exceeding \$100,000.

The City uses a Standard Contract that has been reviewed and approved by the City Attorney and Risk Management. Use of an alternative contract must be approved by the City Attorney.

## **Insurance Requirements**

The City requires that contractors have, and maintain, certain types of insurance coverage when they enter into contractual agreements to perform services.

Insurance requirements vary depending on the type/scope of services provided. In certain cases, the contractor will need to provide insurance coverage, whether or not the contract requires the vendor to enter City property.

A Recommended Insurance Coverage Matrix has been developed to assist with the determination by Risk Management and is attached to this policy for reference.

Proof of insurance must be provided prior to the start of any work.

The following are the most commonly required types of coverage.

- **Commercial General Liability:** The City should be added, by endorsement, as an “additional insured.”
- **Automobile Liability:** Is required if driving or traveling is required in providing the contracted services. If the vendor/contractor has employees, but no vehicles registered to the business (non-owned and hired automobile liability coverage should be provided).
- **Workers’ Compensation:** Contractors working on City property must first provide proof of Workers’ Compensation for all employees working on the job site. Requirement may be waived if the vendor is a sole proprietor/partner/corporate officer with no employees.
- **Professional Liability (Errors and Omissions):** Is required for certain services – including but not limited to – appraisers, notaries, software programmers, auditors, lawyers, insurance agents, surveyors, dentists, doctors, nurses, counselors, engineers, etc.

## Prevailing Wages

In accordance with Labor Code Sections 1770-1773, prevailing wages must be paid to all workers on a “public works” project (see Glossary for definition) when the project is over \$1,000. Reference Davis-Bacon Policy (pg 42-46) of Financial Policy & Procedures Manual.

When bidding on public works projects that exceed \$1,000, under the law, all bidders are expected to use the same wage rates. The California Department of Industrial Relations determines the prevailing rate of wages for specific geographic areas. Additional information is available at [www.dir.ca.gov/dlsr/pwd/index.htm](http://www.dir.ca.gov/dlsr/pwd/index.htm).

## Surety and Performance Bonds

### Bid Bonds

The bid bond guarantees the City that the bidder will enter into the contract if it is awarded. Bid security shall be required for all construction work bids when the cost is estimated to exceed \$25,000. Bids must be accompanied by a Bid Security in the amount of not less than 10% of the amount bid in one of the following forms:

- Cash
- A cashier's check made payable to the City of Lindsay
- A certified check made payable to the City of Lindsay
- A bidder's bond executed by an admitted surety insurer, made payable to the City of Lindsay

Upon an award to the lowest responsive and responsible bidder, the security of an unsuccessful bidder shall be returned in a reasonable period, but in no event shall that security be held by the City beyond 60 days from the time the award is made.

A bid received and not accompanied by cash, cashier's check, certified check, or

approved bond will result in return of the bid without consideration.

Bid security is optional for other bids or proposals.

### **Performance and Payment Bonds**

The performance bond guarantees that the contractor will perform the duties assumed by entering the contract. The payment bond guarantees that the contractor will pay all suppliers and subcontractors who assist in the performance of the work.

One hundred percent (100%) performance and payment bonds are required on all public works projects awarded in excess of \$25,000.

Performance and payment bonds are optional for other bids or proposals. In most instances, bonds are not necessary if a contractor has been selected after a thorough review of references, qualifications, and financial stability.

## **Settlements and Other Agreements**

### **\$1 to \$25,000 – Administrative Process**

The City Manager must act on behalf of the City with regard to settlements and other legal agreements where expeditious action would be of great benefit to the City. Because the City is largely self-insured through the Central San Joaquin Valley Risk Management Authority (CSJVRMA) with self-insured retention (SIR) limits of \$25,000 or more, the City Manager can act to settle disputes and other agreements up to the \$25,000 limit. The City Manager shall report the action to the Mayor at their earliest convenience and to the Council as a whole by the next regular Council Meeting available.

### **Over \$25,000 – City Councils' Approval**

All other claims and disputes related to liability, property, or workers' compensation are taken over by the CSJVRMA at the point that the cost surpasses the SIR limit of the City. In cases where the Memorandum of Coverage (MOC) through the CSJVRMA does not apply, and the cost exceeds \$25,000 the City Manager must gain approval from the City Council to make settlement.

## **Outside Legal Services**

Where it is necessary, as in the case where the City Attorney has a conflict of interest, or when it is deemed desirable because specialized legal expertise is required from the private sector, outside legal counsel may be retained by contract, subject to the following limitations:

- All contracts for outside legal services in excess of fifty thousand dollars (\$50,000) shall be approved by the City Council.
- Contracts for such services, which do not exceed fifty thousand dollars (\$50,000), are within the Purchasing Agent's authority.



# Contract Change Orders

## A. Contract Change Order (CCO) Policy- Project Increases

For unforeseen construction costs, and all City Services projects that involve a contract, the following policy is required:

Project bid proposals shall be received and abstract of bids be developed. Project shall be awarded to the lowest responsible bidder by Council action, as required.

A 10% contingency may be allowed to increase the project amount via CCO's depending on the scope of the CCO and the overall project budget. This 10% contingency is an aggregate total of all CCO's, not CCO's presented on an individual basis.

The City Council, through the City Manager, shall authorize the City Services Director to execute CCO increases so long as they fall within the 10% contingency and there is a nexus to the original scope of work.

For CCO (individual or aggregate) increases that exceed the 10% aggregate contingency and are below 25% increase of the project bid and there is a nexus to the original scope of work, the City Council shall approve and authorize the City Manager to execute the CCO.

For CCO's (individual or aggregate) that exceed 25% of the original bid proposal, and there is a nexus to the original scope of work, City Council shall approve and authorize the City Manager to execute a Supplemental Agreement with the Contractor.

All CCO's must be *pre-approved* by the City Manager, and if applicable pursuant to the thresholds established herein by the City Council. No payment can be made to the Contractor until such time that the CCO is fully executed.

All CCO's, regardless of the threshold increase, shall be presented to Council either as a consent calendar item, or actionable item, to ensure the governing body is made aware of any contract increases.

## B. Contract Change Order (CCO) Policy – Quality Control

All CCOs shall contain backup written justification supporting the need for the CCO

All CCOs shall specify the source of funds to pay for the proposed changes

All CCOs shall clearly specify the method of payment to apply to said CCO

All CCOs should be paid at Agreed Unit or Lump Sum Prices whenever possible, and as such payment on a Time and Materials basis would be discouraged, and utilized only as 25necessary

For CCOs to be paid at Agreed Unit or Lump Sum Prices, the City shall prepare and maintain a backup estimate and documentation supporting the payment of fair and reasonable prices to the Contractor.

For CCOs to be paid as Extra Work at Force Account (Time and Materials plus markups), the City shall independently establish the amount of labor and equipment usage (via Daily Reports) prior to obtaining agreement with the Contractor on said number of hours charged to the CCO.

Should any CCO grant the Contractor contract time in the form of additional working days, the City shall conduct a time impact analysis verifying that the CCO affected the Contractors progress schedule and the controlling operation of work.

## **Records Retention**

The City of Lindsay has a very detailed Records Retention Policy that was most recently amended 6/20/2017. However, as record retention requirements may vary for different grants the records retention period for any Project using Regional, State or Federal funds shall adhere to the stricter guideline as contained within LAPM Section 19.2 that states: “ As stated in the Master Agreement, project records are to be retained by local agencies for a period of three years from stated payment of the final voucher, or a four-year period from the date of the final payment under the contract, whichever is longer. The file must contain all Notices of Completion and acknowledgement by the governing body and funding agency, or agencies if multiple funding sources are used, that the project has met all requirements to be accepted as complete. Additionally, if a grant contract states a longer retention period, that period is to be honored.

# Quick Reference

## Chapter 3 – 2 CFR 200

<b>Topic</b>	<b>Page</b>
Federal Guidelines	30

## Federally Funded Procurement – 2 CFR 200

Council on Financial Assistance Reform Priorities (COFAR) goal is to reduce risk of waste, fraud, and abuse while reducing administrative burdens through the establishment of a Uniform Administrative Requirement, Cost Principles, and Audit Requirement for Federal Awards (2 CFR 200). The City of Lindsay's policy related to Federally-funded projects and/or grants is established to reflect this goal and be in compliance with 2 CFR 200 contained herein:

As a result, the City will operate with the following regulation for the procurement of property or services stemming from federal aid. This section shall apply to the awarding of sub-grants and contracts by the City stemming from federal grants to the City. This section shall have the same application on the awarding of sub-grants and contracts by the City stemming from state, county or other non-federal government entity grants originating as federal grants.

### 2 CFR 200

- A. The City shall thoroughly review all grant agreements and guidelines to understand requirements as well as deliverables, developing a written checklist and timeline of completion to verify the national objectives are being achieved within the parameters of the grant award/agreement.
- B. Determination of Federal Awards Requirements for Pass-thru Agencies, Subrecipients, and Contractors (200.330 & 200.331)
  - 1. The City may concurrently receive Federal awards as a recipient, a subrecipient, and a contractor, depending on the substance of its agreements with Federal awarding agencies and pass-through entities.

Therefore, the City will make a case-by-case determination for each agreement it makes for the disbursement of Federal program funds that the party receiving the funds in the role of a subrecipient or a contractor.

The City will comply with any additional guidance to support these determinations from the awarding agency provided such guidance does not conflict with this

section.

1. A subaward is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship with the subrecipient. For purposes of making a determination as a subrecipient the City will consider the following characteristics of a Federal assistance relationship:
    - a. Determines who is eligible to receive what Federal assistance;
    - b. Has its performance measured in relation to whether objectives of a Federal program were met;
    - c. Has responsibility for programmatic decision making;
    - d. Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and
    - e. In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.
  2. A contract is for the purpose of obtaining goods and services for the City's own use and creates a procurement relationship with the contractor. For purposes of making a determination as a contractor the City will consider the following characteristics of a procurement relationship:
    - a. Provides the goods and services within normal business operations;
    - b. Provides similar goods or services to many different purchasers;
    - c. Normally operates in a competitive environment;
    - d. Provides goods or services that are ancillary to the operation of the Federal program; and
    - e. Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.
  3. The Purchasing Agent, or designee, will use their judgement in classifying each agreement as a subaward (Federal assistance relationship) or a procurement contract (procurement relationship). The substance of the relationship is more important than the form of the agreement in making the determination.
2. Every subaward will be clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. If some of the information is not available, the City will provide the best information available to it.
    1. Federal Award Identification data as listed in Section 200.331 (1-4) and appropriate terms and conditions concerning closeout of the subaward.
  3. Every subrecipient will be subject to evaluation and monitoring by the City as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:
    1. Reviewing financial and performance reports required by the pass-through

entity.

2. Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
3. Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by § 200.521 Management decision.
4. Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in 200.331(b), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:
  - a. Providing subrecipients with training and technical assistance on program-related matters; and
  - a. Performing on-site reviews of the subrecipient's program operations;
  - b. Arranging for agreed-upon-procedures engagements as described in § 200.425 Audit services.

1. The City will verify that every subrecipient is audited as required by Subpart F - Audit Requirements of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in § 200.501 Audit requirements.
2. The City will consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
3. The City will consider taking enforcement action against noncompliant
4. subrecipients as described in § 200.338.
5. Staff shall check the link to 2 CFR 200 for any updates before commencing any project that will use Federal funds.

[https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

# Quick Reference

## Chapter 4 – Local Assistance Procedures Manual

<b>Topic</b>	<b>Page</b>
Chapter 10 Consultant Selection	35



## **Local Assistance Procedures Manual – Chapter 10**

The State of California Department of Transportation (Caltrans) has developed the Local Assistance Procedures Manual (LAPM), Chapter 10, Consultant Selection which sets forth policies and procedures for procurements and managements of contracts for engineering and design related consultant services contracts on federal and state funded transportation projects to ensure compliance with applicable Federal and State laws and regulations. Prior to the commencement of any project using funds as indicated in this section, staff shall check the following link, which is updated annually, to ensure all requirements are met:

<https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch10.pdf>

# Quick Reference

## Chapter 5 – Insurance Requirements & Transfer of Risk

<b>Topic</b>	<b>Page</b>
Insurance Requirements Matrix	36

## Exhibit 1

### Risk Matrix Definitions

(Determine Risk Category by evaluating all factors that could increase the agency’s liability for that particular project. Once Risk Category is determined, utilize Exhibit 2 to select insurance terms.)

Risk Category	Risk Level	Examples
1	Low	<ul style="list-style-type: none"> <li>• Vending machine providers</li> <li>• Facilities use</li> <li>• Special events</li> <li>• Some professional service providers</li> <li>• General contracts</li> </ul>
2	Intermediate	<ul style="list-style-type: none"> <li>• Construction contracts</li> <li>• Some professional service providers</li> <li>• Technology consultants</li> <li>• Facilities use</li> <li>• Special events</li> </ul>
3	High	<ul style="list-style-type: none"> <li>• Major construction contracts</li> <li>• Garbage haulers</li> <li>• Some professional service providers</li> </ul>
Other	Undefined	<ul style="list-style-type: none"> <li>• The risk is unique</li> <li>• Custom insurance requirements needed</li> </ul>

**Exhibit 2  
Risk Matrix**

("+ " = Limits may need to increase for Risk Categories 2 & 3, depending on the project.)

<b>Risk Category</b>	<b>Workers' Compensation</b>	<b>General Liability</b>	<b>Auto Liability</b>
<b>1</b>	<b>Statutory</b>  <b>Employer's Liability \$1,000,000</b>	<b>\$2,000,000 per occurrence</b> <b>(may accept \$1,000,000 per occurrence for lower risks)</b>  <b>\$4,000,000</b> <b>general aggregate</b>  <b>\$1,000,000</b> <b>products/completed operations aggregate</b>	<b>\$2,000,000</b>  <b>Combined Single Limit</b> <b>(may accept \$1,000,000 for lower risks)</b>
<b>2</b>	<b>Statutory</b>  <b>Employer's Liability \$1,000,000</b>	<b>\$2,000,000+</b> <b>per occurrence</b>  <b>\$4,000,000+</b> <b>general aggregate</b>  <b>\$2,000,000+</b> <b>products/completed operations aggregate</b>	<b>\$2,000,000+</b>  <b>Combined Single Limit</b>
<b>3</b>	<b>Statutory</b>  <b>Employer's Liability \$1,000,000</b>	<b>\$5,000,000+</b> <b>per occurrence</b>  <b>\$10,000,000+</b> <b>general aggregate</b>  <b>\$5,000,000+</b> <b>products/completed operations aggregate</b>	<b>\$5,000,000+</b>  <b>Combined Single Limit</b>
<b>Other</b>	<b>Consult with Risk Management Professionals</b>	<b>Consult with Risk Management Professionals</b>	<b>Consult with Risk Management Professionals</b>

## **Language Templates for Risk Categories 1-3**

### **2. Category 1 “Low Risk”**

#### Insurance Requirements

##### i. Commercial General Liability

- a. Vendor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Vendor’s general liability policies shall be primary and shall not seek contribution from the City’s coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required.
- b. Any failure to comply with reporting provisions of the policies by Vendor shall not affect coverage provided the City.
- c. Coverage shall state that Vendor insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.
- d. Coverage shall contain a waiver of subrogation in favor of the City.

##### ii. Business Automobile Liability

- a. Vendor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than two million dollars (\$2,000,000) per accident.

##### iii. Workers’ Compensation and Employers’ Liability

- a. Vendor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Vendor shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

iv. All Coverages

- a. Each insurance policy required by the agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the City, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.
- b. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.
- c. Evidence of Insurance - Prior to commencement of work, the Vendor shall furnish the City with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Vendor must agree to provide complete, certified copies of all required insurance policies if requested by the City.
- d. Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A- VII or higher.

**3. Category 2 "Intermediate Risk"**

Insurance Requirements

i. Commercial General Liability

- a. Vendor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall

be twice the required occurrence limit. Vendor's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required.

- b. Any failure to comply with reporting provisions of the policies by Vendor shall not affect coverage provided the City.
- c. Coverage shall state that Vendor insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- d. Coverage shall contain a waiver of subrogation in favor of the City.

ii. Business Automobile Liability

- a. Vendor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than two million dollars (\$2,000,000) per accident.

iii. Workers' Compensation and Employers' Liability

- a. Vendor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Vendor shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

iv. All Coverages

- a. Each insurance policy required by the agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the City, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.



- b. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.
- c. Evidence of Insurance - Prior to commencement of work, the Vendor shall furnish the City with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Vendor must agree to provide complete, certified copies of all required insurance policies if requested by the City.
- d. Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A- VII or higher.
- e. Subcontractors and Consultants - A category of risk and the applicable insurance requirements will be determined on a “per subcontractor” or “per consultant” basis, considering the particular work to be done by the subcontractor or consultant and the interrelationship of that work to other work being conducted by the Vendor.

#### **4. Category 3 “High Risk”**

##### Insurance Requirements

- i. Commercial General Liability
  - a. Vendor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than five million dollars (\$5,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Vendor’s general liability policies shall be primary and shall not seek contribution from the City’s coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required.

- b. Any failure to comply with reporting provisions of the policies by Vendor shall not affect coverage provided the City.
  - c. Coverage shall state that Vendor insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - d. Coverage shall contain a waiver of subrogation in favor of the City.
- ii. Business Automobile Liability
- a. Vendor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than five million dollars (\$5,000,000) per accident.
- iii. Workers' Compensation and Employers' Liability
- a. Vendor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Vendor shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.
- iv. All Coverages
- f. Each insurance policy required by the agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the City, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.
  - g. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.
  - h. Evidence of Insurance - Prior to commencement of work, the Vendor shall furnish the City with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Vendor must agree to provide complete, certified copies of all required insurance policies if requested by the City.

- i. Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an A.M. Best rating of A- VII or higher.
  
- j. Subcontractors and Consultants - A category of risk and the applicable insurance requirements will be determined on a “per subcontractor” or “per consultant” basis, considering the particular work to be done by the subcontractor or consultant and the interrelationship of that work to other work being conducted by the Vendor.

**Exhibit 3**  
**Ancillary Coverage Requirements**

<b>Contract Activity Involved</b>	<b>Professional Liability</b>	<b>Pollution Liability</b>	<b>Builders Risk</b>	<b>Aircraft Liability</b>	<b>Cyber Liability</b>	<b>Installation Floater</b>
<b>Construction or Remodeling Projects</b> - Construction or remodeling projects		X	X			X
<b>Hazardous or Waste Materials</b> - Removal of asbestos or lead-based paint; or the use, application, transport, removal, cleanup, or disposal of hazardous material in quantities of 100 gallons or more; or the disposal, treatment, transport, or storage of waste.		X				
<b>Installation of Equipment</b>						X
<b>Professional Service Provider</b> - Services from an accountant, architect, attorney, claims administration firm, consultant, insurance broker, engineer, financial advisor, medical professional, or another person who maintains a professional license.	X					
<b>Technology Vendor</b>	X				X	
<b>Use of Aircraft or Helicopter</b>				X		

1. The following are suggested insurance language if Ancillary Coverages are recommended. Please consult with the Risk Manager for customized limits and language for specific circumstances.
  - a. Aircraft Liability Insurance
    - i. Aircraft liability insurance coverage shall provide limits of \$5,000,000 - \$10,000,000 per accident.
    - ii. The policy shall be endorsed to include the City, its officers, employees, and agents as additional insureds.
  - b. Builders Risk Insurance
    - i. Contractor shall obtain and maintain Builders Risk/Course of Construction insurance. Policy shall be provided for replacement value on an "all-risk" basis, including earthquake and flood. The City shall be named as Loss Payee on the policy and there shall be no coinsurance penalty provision in any such policy. Policy must include: (1) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures, and all other properties constituting a part of the project; (2) "Installation Floater" coverage with limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site. Such insurance shall be on a form acceptable to City to ensure adequacy of terms and limits. Contractor shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to City.
  - c. Cyber Liability Insurance
    - i. Cyber Liability Insurance with limits not less than \$1,000,000 per claim.
    - ii. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security.

- iii. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

d. Pollution Liability Insurance

- i. Pollution Coverage shall be provided for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than two million dollars (\$2,000,000) per claim. All activities contemplated in this agreement shall be specifically scheduled on the policy as “covered operations.” The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.
- ii. The policy shall be endorsed to include the City, its officers, employees, and agents as insureds.

e. Professional Liability Insurance

- i. Contractor shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

# Quick Reference

## Chapter 6 – Glossary of Procurement Terms

<b>Topic</b>	<b>Page</b>
Definition of common procurement terms.	48

# 6

## Glossary of Procurement Terms

- **Brand Name Or Equal Specifications.** A specification limited to one or more items by manufacturers' names or catalog numbers to describe the standard of quality, performance, and other salient characteristics needed to meet City requirements, and which provides for the submission of equivalent products.
- **Brand Name Specifications.** A specification limited to one or more items by manufacturers' names or catalog numbers.
- **Business.** Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.
- **Business, Local.** Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity, which maintains a physical working office within the geographic boundaries of the City of Farmersville.
- **Buyer.** A professionally trained person employed by Procurement Services to obtain materials and services for City departments, in accordance with all state and local laws and internal City policies and procedures.
- **Change Order.** A written order signed and issued by the Purchasing Agent, or his designee, directing the supplier or contractor to make changes or modifications to an order. The change order may make written alteration to the specifications, delivery point, rate of delivery, period of performance, price, quality, quantity, or other provisions of the contract.
- **Contract.** Any authorized City agreement, regardless of what it is called (purchase order, contract, etc.), for the procurement of supplies, equipment, services, or construction.
- **Contractor.** Any person having a contract with the City.
- **Construction.** The erection or assembly of large structures. The term construction is, to a significant degree, synonymous with building, but in common usage it most often is applied to such major works as buildings, ships, aircraft, and public works such as roads, dams, and bridges.



- **Cost Analysis.** The evaluation of cost data for arriving at costs actually incurred or estimates of costs to be incurred, prices to be paid, and costs to be reimbursed.
- **Cost Data.** Factual information concerning the cost of labor, material, overhead, and other cost elements that are expected to be incurred, or which have been actually incurred, by the contractor in performing the contract; or that are expected to be incurred by the City in the use of the equipment or material to be purchased.
- **Cost Reimbursement Contract.** A contract under which a contractor is reimbursed for costs which are allowable and allocable in accordance with the contract terms and the provisions, and a fee or profit, if any.
- **Emergency Purchase Order.** An emergency purchase order results when a situation arises in which compliance with normal procurement practice is impracticable or contrary to the public interest.
- **Employee.** An individual drawing a salary or wages from the City, whether elected or not; any non-compensated individual performing personal services for the City or any department, agency, commission, council, board, or any other entity established by the executive or legislative branch of the City; and any non-compensated individual serving as an elected official of the City.
- **Fixed Asset.** All City equipment and other assets with a purchase price of \$5,000 or more, including tax and delivery, and relatively permanent.
- **Formal Bids.** Formal bids are those that are obtained by written solicitation. The bids are received in writing by a set date and time. The bids are publicly opened by Procurement Services. The written bids and the bid summary are maintained by Procurement Services.
- **Gratuity.** A payment, loan, subscription, advance, deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received
- **Immediate Family.** A spouse, children, parents, brothers, and sisters.
- **Informal Quotes.** Informal quotes are offers made by vendors. The quotes may be verbal, electronic, or written. The Buyer maintains a summary of the quotes received.
- **Invitation for Bids.** All documents, whether attached or incorporated by reference utilized for soliciting sealed bids. Invitations for Bids (IFB) are awarded to the lowest responsive and responsible bidder(s).
- **Local Business.** (See Business, Local).
- **Personal Services Contract.** An accepted means for providing specialized tasks, which cannot be as effectively accomplished by the regular work force.
- **Prevailing Wage.** In accordance with Labor Code Sections 1770-1773 prevailing wages must be paid to all workers on a “public works” project when the project is over \$1,000.

- **Price Analysis.** The evaluation of price data, without analysis of the separate cost components and profit as in cost analysis, which may assist in arriving at prices to be paid and costs to be reimbursed.
- **Pricing Data.** Information concerning prices for items substantially similar to those being procured. Prices in this definition refer to offered or proposed selling prices, historical selling prices and current selling prices. The definition refers to data relevant to both prime and sub-contract prices.
- **Procurement.** The buying, purchasing, renting, leasing, trading, or otherwise acquiring of any supplies, equipment, services, or construction. It also includes all functions that pertain to the obtaining of any supplies, equipment, services, or construction, including descriptions of requirements, selection and solicitation of sources, preparation and award of contracts, and all phases of contract administration.
- **Procurement Policy.** Procurement governing document approved by resolution by the City Council of Farmersville.
- **Public Works Project.** As defined in Public Contract Code § 20150.2, "public project" means: a project for the erection, improvement, and repair of public buildings and works.
- **Purchase Order.** City's commitment for the value of the material or service ordered. It is a legal document.
- **Request for Proposals.** All documents, whether attached or incorporated by reference, utilized for soliciting proposals. Requests for Proposals (RFP) are generally awarded based on several evaluation factors, including price.
- **Requesting Department.** Any department, commission, board, or agency requiring supplies, equipment, services, or construction.
- **Responsible Bidder or Offeror.** A person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance, and who has submitted a bid that conforms in all material respects to the requirements set forth in the solicitation.
- **Services.** The furnishing of labor, time, or effort by a contractor, not involving delivery of a specific product other than reports which are merely incidental to the required performance.
- **Specification** Any description or scope of work of the physical or functional characteristics or of the nature of supplies, equipment, service, or construction. It may include a description of any requirement for inspection, testing or delivery of supplies, equipment, services, or construction.
- **Supplier List.** A list of potential bidders, listed by commodity codes for materials and services furnished.

# Appendix A:

# Purchasing Threshold Matrixes

# City of Lindsay Purchasing Threshold Matrixes

## Commodities (Materials & Equipment)

<i>Amount</i>	<i>Conditions</i>	<i>Authorized Buyer</i>	<i>Notes</i>
\$1 - \$10,000	Administrative Process	Department Head	Capital Assets must be listed on Approved Capital Budget
\$10,001 - \$32,999	Approval Memo from the Purchasing Agent	Department Head with Purchasing Agent Approval	Capital Assets must be listed on Approved Capital Budget
\$33,000 - \$98,999	Competitive bidding required: <u>informal written quotes</u>	Purchasing Agent	Capital Assets must be listed on Approved Capital Budget
Over \$99,000	Competitive bidding required: <b>formal</b> RFP or IFB with approval from City Council	Purchasing Agent with Council Approval	Capital Assets must be listed on Approved Capital Budget

## Outside Legal Services

<i>Amount</i>	<i>Conditions</i>	<i>Authorized Buyer</i>	<i>Notes</i>
\$1 - \$50,000	Written approval from City Attorney	Purchasing Agent	PA signs contract
Over \$50,000		City Council	Mayor signs contract

## Settlements & Other Agreements

<i>Amount</i>	<i>Conditions</i>	<i>Authorized Buyer</i>	<i>Notes</i>
\$1 - \$25,000		City Manager	City Manager signs agreement
Over \$25,000	Outside of CSJVRMA MOC coverage	City Council	Mayor signs agreement

## Services (Non-Construction)

<i>Amount</i>	<i>Conditions</i>	<i>Authorized Buyer</i>	<i>Notes</i>
\$500 - \$10,000	Administrative Process	Department Head	Three quotes required
\$10,001 - \$25,000	Approval Memo from the Purchasing Agent	Department Head with Purchasing Agent Approval	Three quotes required
\$25,001 - \$50,000	Competitive bidding required: <u>informal written quotes</u>	Department Head with Purchasing Agent Approval	Three bids preferred
Over \$50,000	Competitive bidding required: <b>formal</b> RFP or IFB	Purchasing Agent	Three bids preferred & Contract required; PA signs contract
Over \$100,000	Competitive bidding required: formal RFP or IFB with approval from City Council	City Council	Three bids preferred & Contract required; Mayor signs contract

## Services (Construction)

<i>Amount</i>	<i>Conditions</i>	<i>Authorized Buyer</i>	<i>Notes</i>
\$500 - \$10,000	Administrative Process	Department Head	Three quotes required
\$10,001 - \$25,000	Administrative Process	Department Head with Purchasing Agent Approval	Three quotes required
\$25,001 - \$32,999	Competitive not bidding required: <u>informal written quotes</u>	Department Head with Purchasing Agent Approval	Three bids preferred
\$33,000- \$98,999	Competitive bidding required	City Council	Three bids preferred
Over \$99,000	Competitive bidding required: <b>formal</b> RFP or IFB with approval from City Council	City Council	Three bids preferred & Contract required; Mayor signs contract

All dollar amounts are rounded to the nearest dollar to fit into threshold ranges (i.e. total cost of \$10,000.50 would fit into \$10,001 - \$25,000 range)

# STAFF REPORT



TO: LINDSAY CITY COUNCIL  
DATE: June 9, 2020  
AGENDA #: 6  
FROM: Lisa Davis, Supervisor of Wellness/Aquatic/Recreation

## Lindsay Wellness and Aquatic's Center Programming and Operations Update

- ACTION** No action requested; this is an information item only.
- PURPOSE**
- Statutory/Contractual Requirement
  - Council Vision/Priority
  - Discretionary Action
  - Plan Implementation
- OBJECTIVE(S)**
- Live in a safe, clean, comfortable and healthy environment.
  - Increase our keen sense of identity in a 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 self-reliant city government that provides effective, basic services.

## RECOMMENDATION

None requested, this item is presented as information only.

## BACKGROUND | ANALYSIS

Currently, the State of California has authorized Tulare County for “Stage 2.5” of reopening. Stage 2.5 is a modified plan that allows restaurants, salons, in-store retail to open but with limited capacity and additional restrictions.

Under the current guidelines the following are still closed or prohibited:

- Personal services such as nail salons and tattoo parlors;
- Bars and nightclubs;
- Entertainment venues, like movie theaters and arcade venues
- Gyms and fitness studios
- Public events and gatherings, like live audience sports
- Convention centers
- Community centers, public pools, and playgrounds
- Theme parks and festivals
- Non-essential travel
- Indoor museums, kids’ museums, gallery spaces, and zoos

The Lindsay Wellness Center Programming Committee is working hard on developing reopening policies, procedures, programming and budget for the Wellness Center. Staff is presenting a

## STAFF REPORT



TO: LINDSAY CITY COUNCIL  
DATE: June 9, 2020  
AGENDA #: 6  
FROM: Lisa Davis, Supervisor of Wellness/Aquatic/Recreation

---

draft Wellness Center budget with different scenarios based on possible guidelines coming from the State. The Programming Committee is meeting on Monday June 8<sup>th</sup>. Staff will give a report and update on their recommendations for moving forward.

### ALTERNATIVES

None proposed

### BENEFIT TO OR IMPACT ON CITY RESOURCES

Staff continues to work with Programming Committee to develop reopening strategies to comply with State Public Health Guidelines.

### ENVIRONMENTAL REVIEW

Not required by CEQA  
 If required by CEQA:

### POLICY ISSUES

No policy issues  
 Policy issues:

### PUBLIC OUTREACH

Posted in this agenda  
 Additional public outreach: Staff continues to update social media as information changes.  
N/A

### ATTACHMENTS

- None