



# LINDSAY CITY COUNCIL REGULAR MEETING AGENDA

City Hall, 251 E. Honolulu St., Lindsay, CA 93247

Notice is hereby given that the Lindsay City Council will hold a Regular Meeting on August 10, 2021 at 6:00 PM in person and via webinar. The webinar address for members of the public is [https://www.bigmarker.com/griswold\\_lasalle/August-10-2021-Lindsay-Council-Meeting](https://www.bigmarker.com/griswold_lasalle/August-10-2021-Lindsay-Council-Meeting).

Persons with disabilities who may need assistance should contact the City Clerk at least 24 hours prior to the meeting at (559) 562-7102 ext. 8011 or via email at [lindsay.cityclerk@lindsay.ca.us](mailto:lindsay.cityclerk@lindsay.ca.us).

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE**

Led by Mayor Pro Tem FLORES.

4. **APPROVAL OF AGENDA**
5. **PUBLIC COMMENT**

The public is invited to comment on any subject under the jurisdiction of the Lindsay City Council. Please note that speakers that wish to comment on a Regular Item or Public Hearing on tonight's agenda will have an opportunity to speak when public comment for that item is requested by the Mayor. Comments shall be limited to three (3) minutes per person, with thirty (30) minutes for the total comment period, unless otherwise indicated by the Mayor. The public may also choose to submit a comment before the meeting via email. Public comments received via email will be distributed to the Council prior to the start of the meeting and incorporated into the official minutes; however, they will not be read aloud. Under state law, matters presented under public comment cannot be acted upon by the Council at this time.

6. **COUNCIL REPORT**
7. **CITY MANAGER REPORT**
8. **PRESENTATIONS**

- 8.1 **Electriq Power Municipal-Residential Solar Program**

*Presented by Mark Simmons, VP of Government Programs at Electriq Power Inc.*

## 9. **CONSENT CALENDAR**

Routine items approved in one motion unless an item is pulled for discussion.

9.1 Minutes from July 27, 2021 City Council Regular Meeting (pp. 4-9)

9.2 Consider the Approval of **Resolution 21-39**, Authorizing Staff to Open a Cash Investment Account with Multi-Bank Securities, Inc. and Establishing Authorized Personnel for Use (pp. 10-28)

9.3 Consider the Minute Order Approval of Locations for Sixteen (16) Pole-Mounted Speed Radar Signs (pp. 29-31)

9.4 Public Hearing to Consider **Ordinance 590**, Amending Chapter 8.34 of Title 8 of the Lindsay Municipal Code, Amending Organic Waste Recycling and Adding Senate Bill 1381 Requirements (pp. 32-35)

## 10. **ACTION ITEMS**

10.1 Consider Minute Order Authorization for the City Manager to Enter Into an Agreement with Utility Cost Management LLC (UCM) for Utility Bill Auditing Services and Execute Documents Thereto (pp. 36-39)

*Presented by Juana Espinoza, Director of Finance*

10.2 Consider Minute Order Authorization to Award Contract to Telstar Instruments for RFP No. CS 22-12 Wastewater Influent and Effluent Flow Control & Monitoring Project (pp. 40-43)

*Presented by Neyba Amezcua, Assistant Director of City Services*

10.3 Consider Minute Order Authorization to Implement Phase 4 of the City of Lindsay Water Conservation Plan (pp. 44-60)

*Presented by Michael Camarena, Director of City Services*

## 11. **DISCUSSION ITEMS**

11.1 Consider Minute Order Authorization to Transition to Zoom Video Conferencing for Virtual Meeting Access (p. 61)

*Presented by Lt. Heinks, Public Safety*

## 12. **EXECUTIVE (CLOSED) SESSION**

12.1 Government Code § 54956.75: Audit by California State Auditor's Office

## 13. **REQUEST FOR FUTURE ITEMS**

## 14. **ADJOURNMENT**

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**LINDSAY CITY COUNCIL  
REGULAR MEETING AGENDA  
MINUTES**

City Hall, 251 E. Honolulu St., Lindsay, CA 93247

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**1. CALL TO ORDER**

**2. ROLL CALL**

<b>Present</b>	Councilmember SERNA Mayor Pro Tem FLORES Mayor CAUDILLO* Councilmember CERROS Councilmember SANCHEZ
<b>Absent with Notice</b>	N/A
<b>Absent</b>	N/A

*\*Mayor Caudillo attended via webinar.*

**3. PLEDGE**

Led by Councilmember SERNA.

**4. APPROVAL OF AGENDA**

<b>Motion to Approve Agenda</b>							
1 <sup>st</sup>	2 <sup>nd</sup>	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
CAUDILLO	CERROS	(5-0) Approved	Aye	Aye	Aye	Aye	Aye

**5. PUBLIC COMMENT**

- Gabriela Reynoso identified herself as a hot dog vendor at the Friday Night Market and had a complaint regarding the market operator Susana Mora. Ms. Reynoso shared that she was recently fired from the Market. Ms. Reynoso shared a printed copy of a letter she had received from Ms. Mora. Ms. Reynoso shared that the vendor fee has risen from \$100 originally to \$250 and finally to \$350 last week without warnin. Ms. Reynoso alleges she was forcefully thrown out of Ms.

Mora's office after more than 8 years as a vendor at the Market. Ms. Reynoso shared that the Market is her livelihood and how she supports her family and would like to continue participating.

## 6. COUNCIL REPORT

- Council Member SERNA shared that over 4,700 vaccinations have been provided to the community. Over the weekend, local officers and fire personnel came together to celebrate a special needs child in the community.
- Council Member CERROS reported regarding efforts to lobby for the reopening of the local Bank of America branch.
- Mayor CAUDILLO reported her attendance at the most recent EKGSA meeting and the upcoming meeting scheduled for August.
- Mayor Pro Tem FLORES thanked the public for coming and invited the public to get involved in ways to improve the Lindsay community; the Council really does take community input and recommendations into account.

## 7. CITY MANAGER REPORT

- The City has initiated the process of requesting quotes/bids for new police cars.
- Supervisor Micari was able to advocate for additional utility assistance funding for the City of Lindsay.
- Regarding recent concerns of backups at the Hermosa and Highway 65 junction, the Caltrans-funded Hermosa Corridor Study is currently underway.
- If the Council does desire to amend and/or eliminate the existing truck routes, a General Plan Amendment to the Circulation Elements portion would likely be required. An internal staff meeting will be scheduled to discuss the best approach.
- The City finally received its first stimulus payments, but funds will not be utilized until final spending guidelines are issued.

## 8. RECOGNITION ITEMS

8.1 Proclamation in Honor of the Lindsay Hospital District (p. 4)

*Presented by Yolanda Flores, Mayor Pro Tem*

## 9. PRESENTATIONS

9.1 Upcoming City Events Calendar

*Presented by Lisa Davis, Director of Recreation*

## 10. CONSENT CALENDAR

Routine items approved in one motion unless an item is pulled for discussion.

10.1 Minutes from July 13, 2021 City Council Regular Meeting (pp. 5-8)

10.2 Warrant List for June 28, 2021 through July 22, 2021 (pp. 9-13)

10.3 Second Reading of **Ordinance 588**, Amending Chapter(s) 6.0410 of Title 6 of the Lindsay Municipal Code, Amending Enforcement of County Provisions and 6.04.040 of Title 6 of the Lindsay Municipal Code, Amending Penalty for Violation and Chapter 10.04.120 of

Title 10 of the Lindsay Municipal Code, Amending Stopping or Standing or Parking Restricted or Prohibit on Certain Streets; Timed Parking Zones (pp. 14-20)

10.4 Second Reading of **Ordinance 589**, Amending Chapter 5.28.020 of Title 5 of the Lindsay Municipal Code, Amending Permitted Uses and Amending Chapter 18.11.020 of Title 18 of the Lindsay Municipal Code, Amending Conditional Uses (pp. 21-26)

<b>Motion to Approve Consent Calendar</b>							
1 <sup>st</sup>	2 <sup>nd</sup>	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
CAUDILLO	SANCHEZ	(5-0) Approved	Aye	Aye	Aye	Aye	Aye

## 11. ACTION ITEMS

11.1 Consider Minute Order Authorization for the City Manager to Renew City Membership in the Tulare County Economic Development Corporation (EDC) and Appoint City Manager as Member Representative and Edward Real, Assistant City Planner, as Alternate (p. 27)

*Presented by Edward Real, Assistant City Planner*

<b>Motion to Grant Item 11.1 Minute Order Authorization</b>							
1 <sup>st</sup>	2 <sup>nd</sup>	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
CERROS	SERNA	(4-0) Approved	Aye	Aye	Abstain	Aye	Aye

11.2 Consider Minute Order Approval of Operation, Maintenance and Replacement (OM&R) Invoice Deferral Agreement Between Friant Water Authority and the City of Lindsay and Authorize the City Manager to Execute Documents Thereto (pp. 28-32)

*Presented by Joseph Tanner, City Manager*

<b>Motion to Grant Item 11.2 Minute Order Approval</b>							
1 <sup>st</sup>	2 <sup>nd</sup>	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
SANCHEZ	CAUDILLO	(5-0) Approved	Aye	Aye	Abstain	Aye	Aye

11.3 Consider Minute Order Approval of City Keys in Honor of Actor Betty Carvalho and Actor and Director Richard Yniguez (p. 33)

*Presented by Mayor Ramona Caudillo*

Motion to Grant Item 11.3 Minute Order Approval							
1 <sup>st</sup>	2 <sup>nd</sup>	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
FLORES	SERNA	(5-0) Approved	Aye	Aye	Aye	Aye	Aye

## 12. PUBLIC HEARINGS

12.1 Continued Public Hearing to Consider the Approval of **Resolution 21-33**, Approving Conditional Use Permit No. 21-05, A Request by Bruce Kopitar to Allow for the Approval of a Retail Cannabis Dispensary, Valley Pure Lindsay, LLC, Within the Central Business District of the Central Commercial (CC) Zoning District, for Property Located at 133 W. Honolulu Street (APN 205-282-010) (pp. 34-38)

*Presented by Edward Real, Assistant City Planner*

- This public hearing had been continued from the July 13, 2021 Regular Council Meeting.
- No public comment was provided.
- The public hearing was closed at 6:43 PM.

Motion to Approve Resolution 21-33							
1 <sup>st</sup>	2 <sup>nd</sup>	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
CAUDILLO	FLORES	(5-0) Approved	Aye	Aye	Aye	Aye	Aye

12.2 Public Hearing to Consider **Resolution 21-38**, Approving the Rate Increase for Solid Waste Refuse Services (pp. 39-56)

*Presented by Joseph Tanner, City Manager*

- The public hearing was opened at 6:53 PM.
- Mercy Herrera provided a public comment and expressed a hope that in the future if the City should find itself in a better financial position the fees would be revisited and possibly lowered again.
- A resident that did not identify herself provided a public comment in Spanish and asked what the benefits were for the City to make these changes. CITY MANAGER provided background on SB 1383.
- A resident that did not identify himself provided a public comment and asked how SB 1383's requirements would benefit residents. CITY MANAGER provided background on food waste education components of SB 1383.
- The public hearing was closed at 7:03 PM.
- A total of 6 protests and/or objections were received in writing and/or in person.

Motion to Approve Resolution 21-38							
1 <sup>st</sup>	2 <sup>nd</sup>	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
CAUDILLO	SANCHEZ	(5-0) Approved	Aye	Aye	Aye	Aye	Aye

12.3 Levy and Collection on Tulare County Property Tax Rolls (pp. 56-194)

*Presented by Mayra Espinoza-Martinez, City Clerk and Assistant to the City Manager*

- CITY MANAGER shared background and overview with the Council regarding the proposed changes including: the delinquent amounts owed to the City; the City’s past and current financial situation; the City’s need to ensure it can continue to provide essential services to residents and ratepayers; efforts to balance the City’s administration costs; and efforts to increase collection and stabilize the City’s enterprise funds.
- CITY CLERK presented a PowerPoint that included: a brief timeline of the City Council meetings and Resolutions that have preceded Resolutions 21-35, 21-36, 21-37; an overview of the public outreach the City engaged in such as public notices, letters to the community, and public workshops all provided in English and Spanish; state and local rent and utility assistance resources.

A. Public Hearing to Consider the Approval of **Resolution 21-36**, Ordering the Levy and Collection of Annual Solid Waste Refuse Charges for the Fiscal Year 2021-2022 (pp. 150-189)

- The public hearing was opened at 7:26 PM.
- Mercy Herrera of 363 N. Harvard Ave. submitted an oral protest vote.
- A resident by the name of “Julie” no last name provided a public comment regarding concerns for elderly neighbors and adjusting to the change; Julie did not submit an oral protest vote.
- Silveria Gallegos of 1828 E. Tulare Rd. submitted an oral protest vote. Neither Ms. Gallegos name nor address appeared on the Exhibit List; as a result her oral protest vote was not counted.
- Rita Burgos provided a comment; as a landlord, she wondered whether the annual fee would still be levied onto property tax bills if a property was vacant with no tenants. Ms. Burgos also had questions regarding the discrepancy in delinquent amounts. Ms. Burgos did not submit an oral protest vote.
- A resident who chose not to identify himself asked for clarification regarding the utility bills being collected on property tax bills and the status of water rates and method of collection.
- Sol Nunez of Mid-Valley Disposal provided clarification regarding County addresses; Mid-Valley Disposal only provides refuse services to properties within City limits.
- The public hearing was closed at 7:45 PM.
- A total of 12 protests and/or objections were received in writing and/or in person.

Motion to Approve Resolution 21-36							
1 <sup>st</sup>	2 <sup>nd</sup>	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
CAUDILLO	SANCHEZ	(4-1) Approved	Aye	Aye	Aye	Nay	Aye



B. Public Hearing to Consider **Resolution 21-37**, Placing the Delinquent Sewer, Refuse, and Water Fees and Charges for the Period Ending June 30, 2021 on the Property Tax Roll for the Fiscal Year 2021-2022 (pp. 190-194)

- The public hearing was closed at 7:56 PM.
- Mercy Herrera submitted a public comment requesting clarification for whether regular ratepayers would be impacted by this change or just those account holders with delinquent charges.
- Rita Burgos asked whether the City knew when rent and utility assistance would be made available to the community.
- The public hearing was closed at 7:59 PM.
- A total of 0 protests and/or objections were received in writing and/or in person.

Motion to Approve Resolution 21-37							
1 <sup>st</sup>	2 <sup>nd</sup>	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
SANCHEZ	FLORES	(5-0) Approved	Aye	Aye	Aye	Aye	Aye

C. Public Hearing to Consider the Approval of **Resolution 21-35**, Ordering the Levy and Collection of Annual Sewer Charges on the Property Tax Roll for the Fiscal Year 2021-2022 (pp. 91-149)

- The public hearing was opened at 8:02 PM.
- Mercy Herrera of 363 N. Harvard Ave. submitted an oral protest vote. Ms. Herrera also asked questions regarding the difference between Resolutions 21-35, 21-36, and 21-37.
- Rita Burgos inquired as to the possibility of an extension for delinquent payments.
- The public hearing was closed at 8:06 PM.
- A total of 11 protests and/or objections were received in writing and/or in person.

Motion to Approve Resolution 21-35							
1 <sup>st</sup>	2 <sup>nd</sup>	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
FLORES	SANCHEZ	(4-1) Approved	Aye	Aye	Aye	Nay	Aye

**13. REQUEST FOR FUTURE ITEMS**

**14. ADJOURNMENT**

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## STAFF REPORT

TO: Lindsay City Council  
FROM: Joseph Tanner, City Manager  
Juana Espinoza, Finance Director  
DEPARTMENT: Finance Department  
ITEM NO.: 9.2  
MEETING DATE: August 10, 2021

### **ACTION & RECOMMENDATION**

Consider the Approval of Resolution 21-39, Authorizing Staff to Open a Cash Investment Account with Multi-Bank Securities, Inc. and Establishing Authorized Personnel for Use.

### **BACKGROUND | ANALYSIS**

The City has been in discussions with Multi-Bank Securities, Inc. (MBS), an investment services firm, to determine the best method for securing City funds in a manner that makes the most sense in terms of direct cost and projected rate of return. The City of Lindsay is restricted on investment instruments due to requirements for public monies. This means that potentially the City has a lower potential returns on portfolio versus entities with more lenient investment policies. There restrictions are required of us as a government agency.

Staff has been speaking directly with Peter Yanez, who specializes in California municipalities, regarding provision of investment services.

MBS, Inc. was formed in 1987, and provides services in all fifty states. In the 30 years MBS, Inc. has been in business, they have not received any official complaints against them. Their services include provision of financial oversight and support to clients on a variety of levels, with a focus on maintaining integrity of investments consistent with any policies and legal restrictions and maximizing return through laddering and elimination of unnecessary fees through provision of their free electronic investment platform tool. Currently 34% of counties in California contract with MBS, Inc.

For these reasons, staff is recommending Council consider movement of investments according to the investment professionals at Multi-Bank Securities, Inc, a broker-dealer of fixed-income securities. The City of Lindsay is empowered to invest in under California Government Code and as defined under our approved investment policy, as these investments are more reliable and provide regular payments and returns of principal fund upon maturity. Investments provide a lower total return than higher risk investments, but also meet the standards for investment of public funds.



## **STAFF REPORT**

MBS, Inc., is a licensed broker-dealer and in good standing with the California Department of Securities and the Securities and Exchange Commission. Mr. Yanez, has signed an acknowledgment of reading and understanding the terms and conditions of the City of Lindsay's Investment Policy, which is attached here for consideration of the Council.

If the City Council approves account opening, MBS will evaluate City of Lindsay investment restrictions and goals to develop a buy and hold strategy and work with City Staff to determine an investment approach and investment parameters. If approved, Staff will present regular updates to City Council on investment performance and long-term investment performance and projections.

### **FISCAL IMPACT**

The City stands to potentially strengthen its financial investments.

### **ATTACHMENTS**

- Resolution 21-39
- City of Lindsay Investment Policy, Approved November 10, 2020
- City of Lindsay and MBS User Agreement
- MBS Cash Account Application



## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

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**NUMBER** 21-39

**TITLE** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY AUTHORIZING STAFF TO OPEN AN ACCOUNT WITH MULTI-BANK SECURITIES, INC. AND ESTABLISHING AUTHORIZED PERSONNEL FOR USE.

**MEETING** At a regularly scheduled meeting of the City of Lindsay City Council held on August 10, 2021 at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

**WHEREAS**, on November 10, 2020, City Council approved the Investment Policy for the City of Lindsay;

**WHEREAS**, Multi-Bank Securities, Inc. has reviewed and provided agreement to our policy in full;

**WHEREAS**, account agreement documents were presented and reviewed in full;

**WHEREAS**, the City of Lindsay has need to designate staff to portfolio management and authorize those same staff as contacts and signers on account;

**WHEREAS**, the City Council designates the City Manager and Finance Director as such members of staff;

**WHEREAS**, the City Council of the City of Lindsay shall be regularly presented for review investment performance and long-term investment performance and projections.

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

- SECTION 1. To engage in a contract with Multi-Bank Securities Inc., for the provision of investment services for the City of Lindsay and to open a new portfolio account
- SECTION 2. To authorize the City Manager and Finance Director as administrators on account.
- SECTION 3. Directs staff to present regular investment performance regularly, including long-term investment performance and projections.
- SECTION 4. This resolution shall be effective immediately upon its approval and adoption.

RESOLUTION NO. 21-39

Page 1 of 2



## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

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SECTION 5. The Mayor, or presiding officer, is hereby authorized to affix her/his signature to the Resolution signifying its adoption by the City Council to the City of Lindsay, and the City Clerk, or their appointed deputy, is directed to attest thereto.

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

MEETING DATE	August 10, 2021
MOTION	
SECOND 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.

\_\_\_\_\_  
MAYRA ESPINOZA-MARTINEZ  
CITY CLERK

\_\_\_\_\_  
RAMONA CAUDILLO  
MAYOR

## I. INTRODUCTION

The purpose of this document is to identify prudent, systematic investment policies and procedures and to organize and formalize investment-related activities. The City recognizes the necessity of proper cash management, accurate cash projections, expeditious revenue collection, effective disbursement control, cost-effective banking relations, and short-term borrowing program to manage the City's working capital requirements and investment opportunity.

## II. SCOPE

It is intended that this policy cover all funds and investment activities under the direct authority of the City of Lindsay.

## III. OBJECTIVES

The City's funds shall be invested in accordance with all applicable City policies and codes, State statutes, and Federal regulations, and in a manner designed to accomplish the following objectives.

Section 53600.5 of the California Government Code defines the investment objectives of the investment of public funds and that the primary objective of a trustee is the safety of the principal of funds under its control. The secondary objective is to meet the liquidity needs of the depositor. The third objective is to achieve a return on the funds under its control

A. **Safety:** Safety of principal is the foremost objective of the investment program. City investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. It is the primary duty and responsibility of the Treasurer to protect, preserve and maintain cash and investments placed in his/her trust on behalf of the citizens of the community.

B. **Liquidity:** An adequate percentage of the portfolio should be maintained in liquid short-term securities for conversion to cash to meet disbursement requirements. Since all cash requirements cannot be anticipated, investments in securities with active secondary or resale markets is highly recommended. Emphasis should be on marketable securities with low sensitivity to market risk.

C. **Yield:** Yield should become a consideration only after the basic requirements of safety and liquidity have been met.

D. **Market-Average Rate of Return:** The investment portfolio shall be designed to attain a market-average rate of return throughout budgetary and economic cycles. The portfolio shall comply with the city's risk constraints, consider the cash flow characteristics of the portfolio, and adhere to State and Local laws, ordinances or resolutions restricting investments.

E. **Diversification:** The investment portfolio will be diversified to mitigate unreasonable and avoidable credit risks related to specific security types, maturity dates, or individual financial institutions.

F. **Prudence:** The agency adheres to the guidance provided by the "prudent person rule", which obligates a fiduciary to ensure:  
 "... investment shall be made with the exercise of that degree of judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation but for investment considering the probable safety of their capital as well as the probable income to be derived."

G. **Public Trust:** All participants in the investment process shall act as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. The overall program shall be designed and managed with a degree of professionalism worthy of the public trust. Occasional measured losses are inevitable, and must be considered in context of the overall return of an adequately diversified portfolio.

IV. REPORTING

The Treasurer shall submit a monthly investment report to the Governing Body. This report will include all required elements of the monthly report as prescribed by Government Code Section 53646, as listed here:

- Type of investment
- Institution
- Date of maturity
- Amount of deposit or cost of the security
- Current market value of securities with maturity exceeding 12 months
- Rate of interest
- Statement relating the report to the Statement of Investment Policy
- Statement of sufficient funds to meet the next 30 days' obligations
- Accrued interest

V. INVESTMENT INSTRUCTIONS

The authorized investment instruments to be utilized are shown below.

Permitted Investments	Percentages	Maximum Maturity
United States Treasury Notes, Bonds, Bills, or other certificates of indebtedness backed by the US Government	Unlimited	5 Years
A rated debt security of State of	Not to exceed 25	5 Years

California or California Local Agency.	percent of the portfolio	
Certificates of Deposit	Not to exceed 25 percent of portfolio	5 Years
LAIF	10 Million	N/A



## VI. Internal Controls

A System of internal control shall be established and documented in writing. The controls shall be designed to prevent losses of public funds arising from fraud, employee error, misrepresentation of third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the Governmental Agency. Controls deemed most important include: control of collusion, separation of duties, separating transaction authority from accounting and recordkeeping, custodial safekeeping, clear delegation of authority, specific limitations regarding securities losses and remedial action, written confirmation of telephone transactions, minimizing the number of authorized Investment Officials, documentation of transactions and strategies, and code of ethics standards.

## VII. Maturities

Security purchases and holdings should be maintained within statutory limits imposed by the Government Code. Investments are currently limited to a maximum of five years.

## VIII. Banks and Securities Dealers

In selecting financial institutions for the deposit or investment of City funds, the Treasurer shall consider the creditworthiness of institutions. The Treasurer shall continue to monitor financial institutions: credit characteristics and financial history throughout the period in which agency funds are deposited or invested.

## IX. Risk Tolerance

The City of Lindsay recognizes investment risks can result from issuer defaults, market price changes or various technical complications leading to temporary illiquidity. Portfolio diversification is employed to control risk. Investment Managers are expected to display prudence in the selection of securities, to minimize default risk. No individual investment transaction shall be undertaken which jeopardizes the total capital position of the overall portfolio. The Treasurer shall periodically establish guidelines and strategies to control risks of default, market price changes and illiquidity.

In addition to these general policy considerations, the following specific policies will be strictly observed.

- All transactions will be executed on a delivery versus payment basis.
- A competitive bid process, when practical, will be used to place all investment purchases.

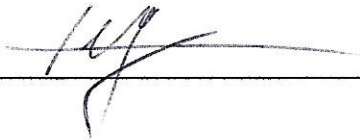
X. Safekeeping and Custody:

All securities owned by the City of Lindsay should be held by a third party except the collateral for time deposits in banks and savings and loans. Collateral for time deposits in savings and loans is held by the Federal Home Loan Bank or an approved Agent of Depository. The collateral for time deposits in banks should be held in the entity's name in the bank's Trust Department, or alternately, in the Federal Reserve Bank.

XI. Statement of Investment Policy

The Statement of Investment Policy shall be reviewed and submitted annually to the Governing Body.

I hereby certify that I have read the City of Lindsay Statement of Investment Policy and any pertinent sections of the California Government Code. Our institution has implemented reasonable procedures and a system of controls designed to prevent imprudent investment activities conducted between our institution and your City. We pledge to exercise due diligence in informing the City of Lindsay of all foreseeable risks associated with any financial transactions conducted with our institution.

Signed:  \_\_\_\_\_

Dated: 7-27-2021

Printed: PETER ALEXIS YANEZ

Broker CRD: 2371976

Firm: Multi-Bank Securities, Inc.

Firm CRD: 22098



# eConnect Direct®

## User Agreement

### Contact Information

Primary Point of Contact

Product Specialist

Senior Vice President

Alexis Zehnder

Tim Peacock

[azehnder@mbssecurities.com](mailto:azehnder@mbssecurities.com)

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Please send all correspondence to Corporate Headquarters:

Multi-Bank Securities, Inc. • 1000 Town Center, Suite 2300 • Southfield, MI 48075 • [www.mbssecurities.com](http://www.mbssecurities.com)

### LICENSING AGREEMENT

**This Agreement is between:**

Multi-Bank Securities, Inc. (MBS)  
1000 Town Center, Suite 2300  
Southfield, Michigan 48075

**and**

\_\_\_\_\_  
Account Holder  
\_\_\_\_\_  
Street Address  
\_\_\_\_\_  
City, State, Zip

This contract governs your use of services, ability to post deposit rates, and access to inventory offered by eConnectDirect®, a registered trademark of Multi-Bank Securities, Inc. (“MBS”) and related commerce, products and services corresponding to your access to eConnectDirect.com. You may need to execute additional agreements or provide MBS account numbers if you request additional Opt-In Services in conjunction with your unique eConnectDirect Username and Password. “Opt-In Services” refers to additional trading functionality and supportive services provided through eConnectDirect or MBS.

The terms “MBS,” “we,” “us” and “our” refer to Multi-Bank Securities, Inc. The terms “Subscriber,” “you” and “your” refer to the undersigned Account Holder and additional users identified in Schedule A. The term “eConnectDirect CD” (also known as “Physical CD” or “Listing Service” Deposits) refers to CDs which are transacted directly between the issuing institution and investing entity through eConnectDirect. The term “Securities” generally refers to all other assets purchased or viewed on eConnectDirect that are NOT eConnectDirect CDs. All Securities (e.g., Bonds, DTC-Eligible CDs) will have a corresponding CUSIP number and funds will be settled into a user-selected Securities account (Cash or Delivery Versus Payment “DVP”). If your preferred safekeeping agent is something other than a Pershing LLC account, originated through MBS, delivery and settlement instructions (“DVP Instructions”) must be provided prior to gaining access to security’s inventory monitors.

**User Access Start Date**

Start Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Your user access and all other rights under this eConnectDirect Licensing Agreement will commence on the “Start Date” listed above if we have received from you a signed copy of this agreement and a complete set of all duly executed settlement documents required to purchase or issue a CD or security.

**Modification/Cancellation**

MBS reserves the right to:

- Modify or cancel any feature of eConnectDirect at any time.
- Discontinue user access at any time for any reason, without penalty, with 30 days written notice, or
- Immediately suspend user access at any time as provided below.

**Subscriber** reserves the right to:

- Discontinue any or all eConnectDirect services at any time for any reason, without penalty, by providing written notice to MBS.

All changes to the terms, conditions, fees, representations and warranties related to this agreement will be distributed in writing for signature, email consent or online confirmation. If at any time you find these terms unacceptable and do not agree with them, you can let us know that you would like to discontinue your user access without penalty.

**ACCOUNT ADMINISTRATION:**

The Account Administrator is responsible for maintaining the account profile and approving/assigning additional users and account access. The additional users need to be identified on Schedule A – Authorized User List. All users will be assigned a unique Username and Password and will be required to acknowledge and accept the terms, conditions and licensing agreement pertaining to the use of eConnectDirect upon initial login.

Account Administrator Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_

Secondary Contact Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_

**Licensing/User Fees:**

Any applicable licensing fees will be disclosed per Schedule B – Licensing Fee Schedule of this agreement and will be billed annually, payable on the anniversary of the user access start date and are NON-REFUNDABLE. You will not be liable for any increase in licensing fees or new fees related to your access to eConnectDirect unless you agree to such change in writing or other authenticated means.

MBS is not responsible for any fees incurred or charged in relationship to an eConnectDirect CD transaction by the issuing bank, settlement/wire fees, safekeeping charges by your securities’ custodian or any other fees related to the purchase, issuance, settlement, or safekeeping of products offered through eConnectDirect. You are responsible for all such fees. Any applicable fees or selling concessions related to the issuance of DTC-eligible CDs are disclosed at the time of trade and per the terms of an executed terms agreement and related Brokerage Agreement.

**Account Classification and User Access: Additional documentation may need to be submitted depending on your user access request(s).**

**Institution Classification** \_\_\_\_\_

**User Access**

- Investor
  - Securities
  - Listing Service Deposits (eConnectDirect CDs) (Exhibit C Required)
- Issuer
  - DTC-Eligible CDs (Brokerage Agreement Required)
  - Listing Service Offerings (eConnectDirect CDs) (Exhibit C Required)
- Securities Safekeeping Agent
  - Pershing LLC (Only to be Used if Originated by Multi-Bank Securities, Inc.)
  - DVP (Delivery Versus Payment) (Delivery Instructions Required)

**Proprietary Rights in the eConnectDirect Software and Database:**

Restrictions on Use: SUBSCRIBER AGREES THAT IT WILL NOT PERMIT ANY OTHER PERSON INCLUDING, BUT NOT LIMITED TO, ANY INSTITUTION, BROKER OR BUSINESS OF ANY TYPE, ACCESS TO THE SOFTWARE AND DATABASE.

**License Limitations:**

This eConnectDirect Licensing Agreement allows access to eConnectDirect using a computer and/ or web access by a user from any approved browser. Subscriber agrees not to modify, adapt or translate, disassemble, decompile, reverse engineer or otherwise attempt to discover the source code of the software. Subscriber further agrees not to sublicense, assign, transfer, distribute, pledge, lease, rent or share any rights under this license except with prior written permission from MBS.

**Transaction Settlements:**

Subscriber agrees to pay for, settle on, deliver or make whole on any approved transaction(s) processed through eConnectDirect or MBS. Failure to pay for a purchase, delivery on a sell or settle on an approved and accepted CD issuance, may result in an IMMEDIATE suspension or cancellation of this user agreement.

**Immediate Suspension:**

MBS may immediately suspend user access and all rights under this agreement if MBS has not received payment of the applicable License Fee within 30 days of invoice or MBS believes the Subscriber has or may violate MBS's proprietary rights or has or may breach any other provision of this agreement.

**Warranty Disclaimer/Liability:**

MBS makes no warranty of any kind, express or implied, regarding the timeliness, sequence, accuracy or completeness of data provided on eConnectDirect. MBS will not be liable for any damages whatsoever, whether direct, indirect, general, special, compensatory, consequential and/or incidental, arising out of or relating to your use of eConnectDirect.

_____	<b>Multi-Bank Securities, Inc.</b>
Account Holder	Company
_____	_____
Signature	Signature
_____	<b>Tim Peacock</b>
Name	Name
_____	<b>Senior Vice President</b>
Title	Title

**SCHEDULES, EXHIBITS & SUPPORTING DOCUMENTS**

**SCHEDULE A: AUTHORIZED USERS\*\* (NOTE: The Administrator must be listed.)**

NAME	TITLE	PHONE	EMAIL

\*\*Permissions, notifications and account access are set and maintained by the administrator upon login. Securities trading authorization is only permitted to those approved by the account administrator and in confirmation with a submitted resolution of authorized signers.

**SCHEDULE B: LICENSING FEE(S)**

Applicable licensing fees will apply.

ALL FEES ARE PAYABLE WITHIN 30 DAYS OF INVOICE AND ARE NON-REFUNDABLE:

eConnectDirect Account Access (Including Securities): \$ \_\_\_\_\_ per year

eConnectDirect CD Listing Services: \$ \_\_\_\_\_ per year

Special Notes/Instructions:





INSTITUTIONAL SUITABILITY CERTIFICATE
FINRA RULE 2111

AFFIRMATIVE INDICATION BY INSTITUTION – EXERCISING INDEPENDENT JUDGMENT

In connection with any recommended transaction or investment strategy by a registered broker-dealer, the undersigned acknowledges on behalf of the Institution named below that:

- 1. It is an "Institutional Account" as defined in FINRA Rule 4512(c); PLEASE CHECK THE APPROPRIATE BOX BELOW
(1) A credit union with total assets of \$50 million or more...
(2) A bank, savings and loan association, insurance company or registered investment company;
(3) An investment adviser registered either with the SEC under Section 203...
(4) MBS will determine suitability...
2. It (1) is capable of evaluating investment risks independently...
3. MBS will be notified by the Institutional Account if anything in this Certificate ceases to be true;
4. He or she is authorized to sign on behalf of the Institutional Account named below.

By signing this Certificate, the undersigned affirms that the above statements are accurate but does not waive any rights afforded under U.S. federal or state securities laws, including without limitation, any rights under Section 10(b) of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated there under.

This Certificate shall apply with respect to all recommended transactions and investment strategies involving securities that are entered into by the Institutional Account named in this Certificate, whether for the account(s) of such Institutional Account or for the account of any beneficial owner that has delegated decision making authority to such Institutional Account.

Form fields for Institutional Account Name, Address, City, State, ZIP, U.S. Tax ID/EIN, Email Address, Signature of Authorized Signatory, Name of Authorized Signatory, Title of Authorized Signatory, Date, and Phone.

Address 1000 Town Center, Suite 2300 Southfield, Michigan 48075 2400 East Commercial Boulevard, Suite 812 Ft. Lauderdale, Florida 33308 Member of FINRA & SIPC; MSRB Registered. Proudly Veteran-Owned!
Phone (800) 967-9045 (248) 291-1100 (800) 967-9045 (954) 351-6930
Fax (248) 291-1101 (954) 351-9197

**Authorized Signers (Exhibit 1)**

**I HEREBY CERTIFY** that a meeting of the Board of Directors (or other authorizing body) of a \_\_\_\_\_ organized under the laws of the State of \_\_\_\_\_ (Investor), which at said meeting a quorum was present and acting throughout, the following preamble and resolutions were adopted and have been and now are in full force and effect. **WHEREAS** \_\_\_\_\_ is duly authorized and permitted by its Charter, Bylaws and/or investment policies to:

1. Engage in cash settlement transactions for the purchase of physical certificates of deposit(s) (CDs) purchased through eConnectDirect or through any introducing agent.
2. Engage in cash settlement transactions in the form of CDs held in safekeeping at federally insured financial institutions.
3. Engage in cash or DVP (delivery versus payment) settlement transactions in securities including, but not limited to debt instruments, bond debentures, notes and CDs; and other fixed-income securities, including but not limited to U.S. government agency bonds, corporate bonds, municipal bonds, mortgage-backed securities, collateralized mortgage obligations and Treasury bonds, notes and bills.
4. Receive on behalf of the Investor, or deliver to the Investor or a designated third party, monies, bonds or other securities.
5. Sell, assign or endorse for transfer bonds or other securities registered in the name of the Investor.
6. Establish and maintain safekeeping accounts with Fedwire and ACH privileges from which account funds are directly spent, and the responsibility for which is entirely that of the Investor. Said privileges will be limited to the persons designated by the Investor. Each designated person can independently perform the prescribed privileges.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**THEREFORE BE IT RESOLVED** that \_\_\_\_\_ can open an account or accounts in its name with a safekeeping agent, introducing broker, or federally insured financial institution offering CD rates through eConnectDirect or through any introducing agent and that the persons named above, or their successors in office, may, on behalf of the Investor or any one of them acting individually, be and they are hereby authorized to (1) give or submit orders in said account(s) for the purchase, sale or other disposition of CDs, bonds and other securities listed on eConnectDirect or offered by any introducing broker; (2) make, execute, deliver or submit directly or through the services of eConnectDirect any and all written endorsements and documents necessary to effectuate closure or the disbursements of funds of or from the Investor account; (3) may at any time while the account is open modify, amend, submit or enter into any other arrangement with the safekeeping agent of its CD or securities. This authorization to each of said officers is to remain in full force and effect until other written notice of revocation is submitted to the safekeeping agent(s) and MBS.

**I FURTHER CERTIFY** that the signatures of the officers (or others) identified above are authorized by the foregoing resolution to act for \_\_\_\_\_.

_____	_____	_____
Name	Title	Signature

IN WITNESS this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

_____	_____
Name	Signature



## CUSTOMER ACCOUNT AGREEMENT

TO: Multi-Bank Securities (My Broker), and Pershing LLC (Pershing)

Pershing will be responsible for the following; (1) receiving and delivering customer funds and securities; (2) safekeeping customer funds and securities using **ordinary care** (while they are in Pershing's possession or control) in, which, for purposes of this document, ordinary care means the degree of care, which an ordinarily prudent and competent person engaged in the same line of business or endeavor should exercise under similar circumstances in accordance with the rules and regulations of the Securities and Exchange Commission and The Financial Industry Regulatory Authority and segregating such funds and securities as required by applicable law (3) preparing and transmitting to the customer confirmation of trades; and (4) preparing and transmitting to the customer account statements.

1. The client executing this Agreement agrees as follows with respect to the Account I have established with you for the purchase, sale or carrying of securities or contracts relating thereto and/or the borrowing of funds.
2. All transactions for my Account shall be subject to the constitution, rules, regulations, customs and usages of the exchange or market (and Pershing, if any) where executed.
3. The client executing this Agreement agrees that, in giving orders to sell, all "short" sale orders will be designated as "short," and all "long" sale orders will be designated as "long," and that the designation of a sell order as "long" is a representation on my part that I own the security, and if the security is not in your possession or if it is then impracticable to deliver the security to you forthwith, that I will deliver it as soon as possible.
4. Reports of the execution of orders and statements of my account shall be conclusive if not objected to within five days and ten days, respectively, after transmittal to me by mail or otherwise.
5. At any time and from time to time you may, at your discretion, without notice to me, apply and/or transfer any securities, commodities, contracts relating thereto, or any other property or equity therein, interchangeably between any of my accounts, whether individual or joint and from any of my accounts to any account guaranteed by me.
6. In consideration of your carrying my account with a Post Office Box Address, or your sending any mail to me in care of a third party, I hereby agree that "all correspondence of any nature whatsoever" sent to me in such address will have the same force and effect as if it had been delivered to me personally. I have listed my permanent address on the New Account Application.
7. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.
8. **This agreement contains a pre-dispute arbitration clause. By signing an arbitration agreement the parties agree as follows:**
  - a. **All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.**
  - b. **Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.**
  - c. **The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.**
  - d. **The arbitrators do not have to explain the reason(s) for their award.**
  - e. **The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.**
  - f. **The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases a claim that is ineligible for arbitration may be brought in court.**
  - g. **The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement. The undersigned agrees, and by carrying and/or introducing an account of the undersigned you agree, that all controversies which may arise between us, including but not limited to those involving any transaction or the construction, performance, or breach of this or any other agreement between us, whether entered into prior, on or subsequent to the date hereof, shall be determined by arbitration. Any arbitration under this agreement shall be conducted before the New the Financial Industry Regulatory Authority. ("FINRA"), and in accordance with its rules then in force. I may elect in the first instance whether arbitration shall be conducted before FINRA, but if I fail to make such election, by registered letter or telegram addressed to you at your main office, before the expiration of five days after receipt of a written request from you to make such election, then you may make such election. Judgment upon the award of arbitrators may be entered in any court, state or federal, having jurisdiction. Class-action matters are excluded from arbitration proceedings conducted by the FINRA. Therefore, it is further agreed that the parties to this agreement shall not bring a putative or certified class-action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class-action; or who is member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.**
9. Investment Objective Definitions: **Capital Preservation** - a conservative investment strategy characterized by a desire to avoid risk of loss; **Income** - strategy focused on current income rather than capital appreciation; **Growth** - investing in stocks with strong earnings and/or revenue growth or potential; **Speculation** - taking larger risks, usually by frequent trading, with hope of higher than-average gain. All strategies involve various types and levels of risk, the most common of which are market, credit, inflation, business and interest rate.
10. This Agreement and its terms shall be binding upon Client's successors, administrators, liquidator, receiver, trustee, assignee, custodian, conservator or other similar official ("successors"). In the event of Client's insolvency or bankruptcy whether or not any successors of its assets shall have qualified or been appointed, until Pershing and My Broker has written notice of Client's insolvency or bankruptcy Pershing and My Broker may continue to operate as though Client were solvent and not bankrupt and Pershing and My Broker may liquidate its Account WITHOUT PRIOR WRITTEN NOTICE TO OR DEMAND upon its successors. This Agreement shall inure to the benefit of Pershing's and My Broker's successors and assigns, whether by merger, consolidation or otherwise (and Pershing and My Broker may transfer Client's Account and this Agreement to any such successors and assigns)

WITHOUT NOTICE. Client may not assign its rights or delegate duties under this Agreement without Pershing's and My Broker's consent.



## STAFF REPORT

TO: Lindsay City Council  
FROM: Neyba Amezcua, City Services Assistant Director  
DEPARTMENT: City Services  
ITEM NO.: 9.3  
MEETING DATE: August 10, 2021

### **ACTION & RECOMMENDATION**

Consider the Minute Order Approval of Location for Sixteen (16) Pole-Mounted Speed Radar Signs.

### **BACKGROUND | ANALYSIS**

On April 13, 2021, Staff presented information regarding pole-mounted radar speed signs and potential benefits; at that meeting, Council approved the procurement of 16 speed radar signs. Of the 16 signs approved, Council also gave direction for 8 signs to be the Evolution 15 model (Static Slow Down Message) and 8 signs of the 15FM model (Custom Message Feature).

Furthermore, Council directed Public Safety and City Services Departments to select strategic locations for the placement of these signs with an emphasis on school areas. After several departmental meetings and approval from City Manager, Staff has finalized the location map and is requesting approval of the attached map.

Staff solicited quotes for the signs and received a total of 3 quotes. Prices include a 1-year membership, shipping, and taxes:

<u>Company Name</u>	<u>Amount</u>
TAPCO Safe Travels	\$56,550.00
LED Lighting Solutions	\$57,680.82
Industrial Safety	\$76,959.00

### **FISCAL IMPACT**

Funding Source: Streets Fund

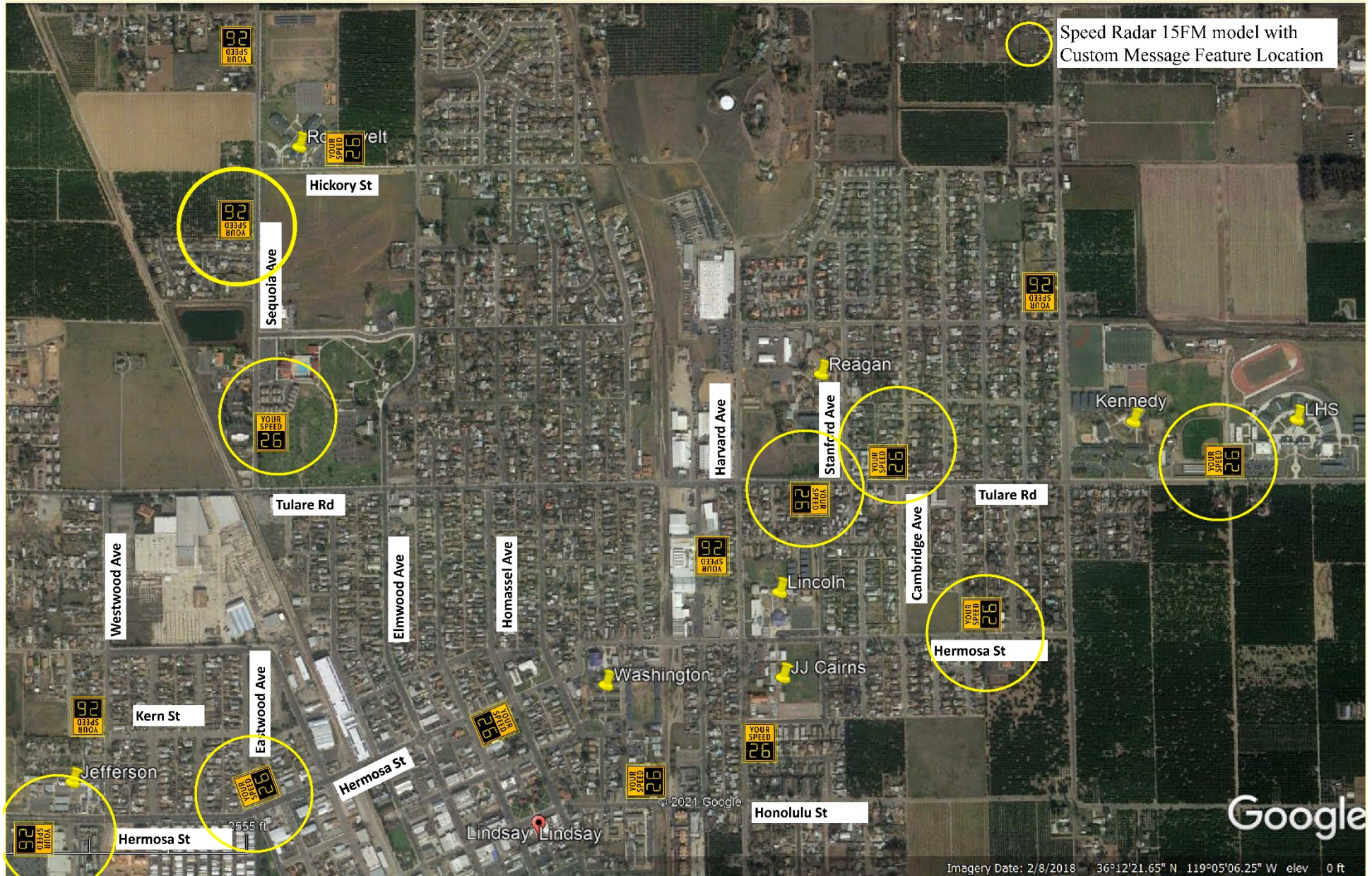
Approved Budget: 16 signs x \$6,500 per sign = \$104,000

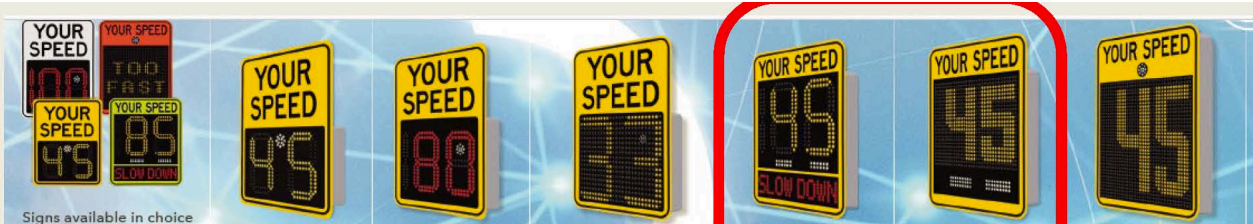
Actual Expenditure: \$56,550 (Materials Only)

### **ATTACHMENTS**

- Speed Radar Sign's Locations
- Sign Models Differences Chart

# SPEED RADAR SIGN'S LOCATIONS





Signs available in choice of four colors. Select models include multiple LED color display as shown.

	Evolution 11	Evolution 12	Evolution 12FM	Evolution 15	Evolution 15FM	Evolution 18FM
Digit Size	11"	12"	12"	15"	15"	18"
Weight (without batteries)	20 lbs	20 lbs	20 lbs	28 lbs	28 lbs	28 lbs
24/7 Scheduling	✓	✓	✓	✓	✓	✓
Data Collection	✓	✓	✓	✓	✓	✓
Dual Color		✓	✓	✓	✓	✓
<b>STATIC SLOW DOWN MESSAGE</b>				✓		
<b>CUSTOM MESSAGE FEATURE</b>					✓	✓
Solar Compatibility	✓	✓	✓	✓	✓	✓
Battery Operated (Lead acid or Lithium ion)	✓	✓	✓	✓	✓	✓
Universal Mounting	✓	✓	✓			
Cloud Compatibility	✓	✓	✓	✓	✓	✓
Trailer Compatibility	✓	✓	✓	✓	✓	✓
Dolly Compatibility	✓	✓	✓	✓	✓	✓
Hitch Compatibility	✓	✓	✓	✓	✓	✓
Warranty	2 Years	2 Years	2 Years	2 Years	2 Years	2 Years



## STAFF REPORT

TO: Lindsay City Council  
FROM: Michael Camarena, Director of City Services and Planning  
DEPARTMENT: City Services and Planning  
ITEM NO.: 9.4  
MEETING DATE: August 10, 2021

### **ACTION & RECOMMENDATION**

Public Hearing for Ordinance 590, Amending Chapter 8.34 of Title 8 of the Lindsay Municipal Code, Amending Organic Waste Recycling and Adding Senate Bill 1383 Requirements.

Staff recommends that the Council declare the public hearing for Ordinance 590 open at the August 10, 2021 Regular Meeting and continue the hearing to September 14, 2021. A final version of Ordinance 590 containing the proposed amendments will be presented to Council at that time. The first reading of Ordinance 590 will be held on September 14, 2021 and the second reading on the next regularly scheduled council meeting after that date.

### **BACKGROUND | ANALYSIS**

Regulations implementing Senate Bill 1383 (SB 1383) were finalized in November 2020. The goal of SB 1383 is to reduce methane emissions (“short-lived climate pollutants”) from landfills that are generated by the disposal of food waste, yard waste and other organic materials. SB 1383 also includes a variety of mandates that will take effect on January 1, 2022. These requirements will impact commercial and residential, schools, and special districts waste collection, city procurement practices, edible food recovery efforts, recordkeeping and reporting, ordinances and policies, education, outreach, and enforcement.

SB 1383 establishes targets to achieve a 50 percent reduction in the level of the statewide disposal of organic waste from the 2014 level by 2020, and a 75 percent reduction by 2025. It establishes an additional target that not less than 20 percent of edible food that is currently disposed of is recovered for human consumption by 2025.

To achieve these reductions, CalRecycle, which oversees State recycling and waste management programs, issued a sweeping set of prescriptive regulations for cities and counties in November 2020. These requirements must be implemented on January 1, 2022, and local jurisdictions must begin enforcement no later than January 1, 2024.

Below is a summary of the major requirements for cities:

- Collect organic waste from commercial businesses that meet generation thresholds and from single-family residential households and multifamily complexes.
- Conduct education and outreach to all affected parties.
- Utilize a color-specific, bin-based system to collect recycling, organics, and trash.





## STAFF REPORT

- Establish an edible food recovery program starting with larger food service businesses such as grocery stores and expanding to larger restaurants and events and event venues.
- Procure recycled organic waste products (i.e., compost, mulch, and renewable natural gas) and electricity derived from biomass conversion at levels based on City population.
- Establish (via ordinance and otherwise) all required enforcement protocols that include a schedule of fines for non-compliant accounts. This ordinance must match State-developed standards, including a minimum fine structure.
- Prepare ordinances for organic-related construction and demolition debris.

SB 1383 is the most significant waste reduction mandate the State of California has adopted in the last 30 years. It requires the State to reduce organic waste by 75% by 2025, which equates to over 20 million tons annually. The law also requires the State to increase edible food recovery by 20%. Since the law establishes statewide targets, a prescriptive approach to compliance is being used by the State. This is very different from AB 939 (Integrated Waste Management Act), which set jurisdictional waste diversion mandates and allowed local governments to develop their own programs for reaching compliance.

SB 1383 builds on and incorporates the State's current mandatory commercial organics and recycling requirements (AB 341 and AB 1826). Similar to these existing requirements, SB 1383 places responsibility on the jurisdiction to ensure compliance by regulated accounts.

Failure to enact and undertake all SB 1383 responsibilities will result in the city being deemed non-compliant and subject to fines of up to \$10,000 per day. While the State is suggesting that 2022 and 2023 will be non-adversarial years where the State will only provide guidance and technical assistance, the regulations do not preclude fines being levied on the City during this two-year "grace" period.

The city recently renewed its contract with franchise solid waste hauler, Mid Valley Disposal (MVD). City staff is working in partnership with MVD staff to evaluate the impacts of SB 1383 on the City's solid waste collection and disposal structure and incorporate changes of collection to meet new organics waste and recycling measures. Increases in waste collection services fees were recently adopted and are expected to provide financial support for implementation of the SB 1383 required measures.

### Examples of Anticipated Changes Effective January 1, 2022.

Below are some of the changes that are anticipated when SB 1383 is effective January 1, 2022:

- All single-family residential customers currently utilize three cart system. Trash (black), recycling (blue), and organics (green). The organics cart (green) will be for yard waste and for food waste.
- Informational labels describing what can and cannot go into waste containers will be affixed to existing trash, recycling and green waste containers. The mandate calls for universal colors for Trash (currently black are utilized in Lindsay, but will be transitioned to grey), Recycle (blue), Organics (green) and Source Separated Food Waste (brown or yellow) throughout the State.
- Commercial customers that exceed the minimum organics generation threshold of 20 gallons per week will be required to subscribe to an appropriate organics collection service. This could include food waste and/or green waste service provided by MVD. Commercial customers that only have



## STAFF REPORT

typical green waste to dispose of will be allowed to coordinate that disposal with their gardener to ensure that green waste is collected and tracked. Although many commercial businesses already do this, the lower threshold in SB 1383 of 20 gallons per week will likely require that more commercial businesses comply.

- The City will need to change its purchasing policies to promote and track purchases of products with recycled/reclaimed organic content.
- Tier 1 food generators (wholesale food vendors, food distributors, grocery stores, supermarkets with a total facility size equal to or greater than 7,500 square feet) must enter into a contract with a food recovery service to ensure that still-edible food is collected and made available. The City and MVD will need to provide education and outreach to affected businesses and ensure they have contracts in place. The effective date is January 1, 2022.
- Tier 2 food generators shall also comply with requirements of SB1383 beginning January 1, 2024. Tier 2 accounts are defined as restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet, hotel with an onsite food facility and 200 or more rooms, health facility with an on-site food facility and 100 or more beds, large venue (permanent facility that annual seats or serves more than 2,000 individuals), large event (defined as charging admission price and/or serves more than 2,000 individuals per day (Friday market)), a state agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet, local education agency facility with an on-site food facility (all schools).
- Plastic Bags will not be allowed in green waste bins. MVD has confirmed that their organic waste management facilities will not accept plastic bags in the organic waste streams, including compostable or biodegradable plastic bags.
- Recordkeeping requirements are extensive. The City will be required to work with MVD to expand recordkeeping to include all the elements of the regulation such as compliance monitoring documentation, educational efforts, enforcement results, purchase tracking for the City's organic purchases, etc.
- Ensuring that all types of landscapers and gardeners comply with the requirement to dispose of green waste properly. The city and MVD currently provide for commercial green waste disposal at the city corporation yard.
- Addressing the needs of multi-family residential developments that are less than 5 units or have individual cart service.
- Ensuring that all customers know what is specially allowed to be disposed of in each of the three disposal bins (trash [black with future transition to grey], organics [green], and recycling [blue]), especially new organic waste food bins.
- Ensuring that all customers, specifically commercial accounts, have the appropriate level of service and can accommodate the new organics service.
- Defining the roles of City and MVD staff in the enforcement process. The city will be working closely with MVD to monitor compliance and to take appropriate educational and enforcement actions. A citation process exists in our current solid waste ordinance and will be utilized as needed.

The City of Lindsay has determined that the proposed amendment would be categorically exempt from California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15060(c)(2) and (c)(3).



## **STAFF REPORT**

### **FISCAL IMPACT**

All refuse collection and disposal costs (as well as recycling efforts) are included in Fund 554, Refuse Enterprise Fund.

As stated previously, increases in waste collection services fees were recently adopted and are expected to provide financial support necessary for implementation of the SB 1383 required measures. As these are new collection, recycling, educational and reporting requirements, analysis of impacts to Fund 554 will require close monitoring to confirm increases are sufficient now and into the future to carry out state mandates requirements of SB 1383.



## STAFF REPORT

TO: Lindsay City Council  
FROM: Juana Espinoza, Finance Director  
DEPARTMENT: Finance Department  
ITEM NO.: 10.1  
MEETING DATE: August 10, 2021

### **ACTION & RECOMMENDATION**

Consider Minute Order Authorization for the City Manager to Enter Into an Agreement with Utility Cost Management LLC (UCM) for Utility Bill Auditing Services and Execute Documents Thereto.

### **BACKGROUND | ANALYSIS**

City staff has been in discussions with Utility Cost Management LLC (UCM), a utility auditing firm, for the purposes of procuring audit services for City utility accounts held with the intention of identifying potential refunds, credits, or future savings for the City.

UCM specializes in monitoring utility regulations to identify instances of overcharges. If UCM finds a billing error, they notify the client and the utility to correct the error going forward. They will also engage the utility to recover applicable refunds due for past overcharges. Additionally, UCM can present any disputes between the utility company and UCM's findings to the Public Utilities Commission for further review and final determination.

### **FISCAL IMPACT**

There are no out-of-pocket costs for the bill analysis services of UCM. If billing errors are corrected as a direct result of UCM's services, UCM is due a percentage of the corresponding refunds and savings. Under no circumstances is UCM paid if the City does not receive a refund or see utility savings. Additionally, UCM is not entitled to a percent of any refunds or savings identified as a result of the efforts of city staff. If UCM fails to reduce the City's utility costs, there will be no charge to the City, however, the City will benefit from the knowledge that our utility costs are accurate.

### **ATTACHMENTS**

- UCM Audit Agreement

**AGREEMENT TO PROVIDE  
UTILITY BILL AUDITING SERVICE**

This agreement is made by and between Utility Cost Management LLC ("UCM") and the entity signing below ("Client") as follows:

1. **Applicable to Client's Utility Accounts.** Unless otherwise stated in an addendum initialed by both parties, this Agreement will apply to all water, sewer, garbage, gas and electricity accounts (and any related utility user taxes, other taxes, assessments, surcharges or fees) with respect to which Client:
  - (a) is receiving utility service as of the Effective Date (as defined below),
  - (b) has received utility service within three years prior to the Effective Date,
  - (c) receives utility service within one year after the Effective Date, or
  - (d) has permitted or authorized UCM to obtain a copy of the utility bill.The water, sewer, garbage, gas and electric accounts described in this paragraph are hereinafter referred to as "Utility Accounts". The "Effective Date", as that term is used above, is the first day of the calendar month after both UCM and Client have signed this Agreement.
2. **Client to Provide Utility Bills.** On or promptly after Client's execution of this Agreement, Client will provide UCM with a copy of at least one month's utility bills for all of Client's Utility Accounts.
3. **UCM Authorized to Obtain Information on Utility Accounts.** UCM is hereby authorized to obtain information relating to the Utility Accounts directly from utility provider personnel and utility provider web sites. If site visits are necessary, UCM will first obtain proper authorization.
4. **UCM's Findings Letter.** UCM will use its best efforts to identify the basis for any refunds, credits or Future Savings (as defined below) on Client's Utility Accounts. UCM will send one or more a "Findings Letters" to Client that generally sets forth the basis for any refunds, credits or Future Savings identified by UCM. UCM may, from time to time, supplement or amend the Findings Letter.
5. **Steps to Obtain Refunds or Savings.** UCM is authorized by Client to take steps to obtain the refunds, credits or Future Savings identified in the Findings Letter. Such steps may include, but are not limited to, communicating, negotiating and dealing with utility providers (or, in the case of utility user taxes or other governmental charges, the appropriate government entity), and seeking relief from the California Public Utilities Commission in a complaint proceeding or other proceeding.
6. **Cooperation By Client.** Client will cooperate with UCM, as reasonable, in UCM's efforts to carry out the purposes and intent of this Agreement. Such cooperation will include, but not be limited to, providing information upon request by UCM concerning Client's utility expenditures, utility service and operations.
7. **UCM's Compensation.**

UCM's compensation will consist of the amounts set forth in both (a) and (b) below.

- (a) **Refunds or Credits.** If Client receives a refund or credit that was identified in the Findings Letter, then Client will pay to UCM **50%** of the amount refunded or credited. The amount of the refund or credit for this purpose will include all amounts refunded or credited (including any portion attributable to interest) for any overcharges that were incurred by Client prior to the date that the overcharges no longer appeared on the Client's utility bill. Payment of UCM's **50%** compensation is due within 30 days of the date UCM mails an invoice to Client.
- (b) **Future Savings.** If Client obtains Future Savings that were identified in the Findings Letter, then Client will pay UCM **50%** of such Future Savings that accrue during a Three-year Savings Period. "Future Savings" is the amount by which Client's charges on its Utility Accounts are reduced as a result of a change in the billing rate, calculation, method or procedure. Future Savings will be calculated as the difference between the amount Client was billed on its Utility Accounts during the Three-year Savings Period, and the amount that it would have been billed on its Utility Accounts during the Three-year Savings Period if there had been no change in its billing rate, calculation, method or procedure. The Three-year Savings Period begins on the date that the change in the billing rate, calculation, method or procedure is first reflected on Client's utility bill, and ends three years thereafter. UCM will submit invoices periodically to Client for payment based on the Future Savings as they accrue. The invoices will

verify (a) that Future Savings have actually been realized by Client, and (b) the amount of such Future Savings. Payment of UCM's invoices is due within 30 days of the date the invoices are mailed to Client. The compensation under this subparagraph will not include compensation for Future Savings that are: (a) the result of a reduction in the amount of utility usage by Client, or (b) the result of Client's utilization of a different utility supplier that provides lower cost utility service.

(c) **Client's Prior Knowledge of Basis For Refund, Credit, or Future Savings.** Client is not obligated to pay UCM pursuant to this paragraph for any refund, credit or Future Savings received by Client for which Client had submitted to the utility provider a written claim prior to the date of UCM's Findings Letter. However, Client is obligated to pay UCM pursuant to this paragraph whether or not Client knew of the basis for the refund, credit or Future Savings prior to the date of UCM's Findings Letter, and whether or not Client's receipt of the refund, credit or Future Savings was the result of steps taken by UCM or others, including attorneys.

**8. Termination; Effect.** This Agreement will terminate 7 days after either party faxes a written notice of termination to the other party. Upon termination, UCM will cease all work on behalf of Client. However, if termination occurs after UCM has sent its Findings Letter to Client, then Client will remain obligated to pay UCM, pursuant to this Agreement, for any refunds, credits or Future Savings that were identified in the Findings Letter and that are thereafter obtained by Client. UCM may continue to obtain and review Client's utility billing and other information following termination in order to periodically verify whether Client has obtained a refund, credit or Future Savings that was identified in the Findings Letter.

**9. If Client Is Not Utility Customer.** By providing a copy of any utility bill to UCM, Client is thereby agreeing that the Utility Account represented by such bill will be governed by this Agreement, regardless of whether or not Client is the Utility Customer with respect to such Utility Account. For purposes of this Agreement, the Utility Customer is the entity that (i) is named on the Utility Account as reflected by the utility bill, (ii) receives the utility service on the Utility Account, (iii) pays for or is liable for the charges on the Utility Account, or (iv) is the owner of the property at which the utility service is provided on the Utility Account. If Client is not the Utility Customer for a Utility Account then, with respect to that Utility Account, Client represents that it is signing this Agreement in its capacity as agent for the Utility Customer, and as such is authorized to legally bind the Utility Customer to the terms of this Agreement. Client further agrees that the terms of this Agreement will be equally binding on both Client and Customer, that all references in this Agreement to "Client" will also be deemed to be references to the Utility Customer, and that Client and the Utility Customer will be jointly and severally liable for payment of UCM's compensation under this Agreement.

**10. No Legal Services.** Client acknowledges and understands that: (1) Only an attorney can provide legal services or advice, (2) UCM is not an attorney or law firm, and does not and will not provide legal services or advice, (3) UCM does not and will not act as an attorney for Client or any other person, (4) Nothing in this Agreement, and no act, omission or statement by UCM, or its owners or employees, will be construed to create an attorney-client relationship between UCM and Client or any other person, (5) UCM is not subject to the California Rules of Professional Conduct, which govern the conduct of attorneys, and (6) Client should consult an attorney if it wishes to receive legal services or advice.

**11. Disclosure of Information.** UCM may obtain information that pertains to Client's business, operations, or affairs, including but not limited to its utility charges and utility usage. Client expressly authorizes UCM to use and disclose such information to others as necessary or convenient to carry out the services contemplated by this Agreement.

**12. Release of Claims Against UCM.** Client acknowledges and agrees that UCM has made no express or implied representation or warranty that it will be successful in identifying or obtaining any refunds, credits, or Future Savings on Client's Utility Accounts. Client hereby covenants not to bring any action for damages against UCM that is based upon or relates to any failure by UCM to identify or obtain refunds, credits, or Future Savings to which Client was or is entitled.

**13. Representations Made By Client.** It may become necessary for Client to make certain representations to the utility provider or other entity in order obtain refunds, credits or Future Savings identified by UCM in its Findings Letter. Client hereby warrants that any such representations made by Client will be true and correct in all respects.

**14. Late Payment Penalty.** If payment of any invoice is not received by UCM within 30 days of the date the invoice was mailed, then interest on the amount owing will accrue, beginning on the 31<sup>st</sup> day after the invoice was mailed to Client, at the rate of 1% per month (prorated on a daily basis). In addition, if any payment is not received by UCM within 60 days of the date the invoice was mailed to Client, then a fee equal to 5% of the amount owing (including any accrued interest)

will be imposed on the 61<sup>st</sup> day after the invoice was mailed. Interest will continue to accrue at 1% per month (prorated on a daily basis) on the entire amount due until paid in full.

- 15. **Applicable Law.** This Agreement is executed in and intended to be performed in the State of California, and the laws of that state will govern its interpretation and effect.
- 16. **Venue.** Venue in any legal action arising from or related to this agreement will be Fresno County, California.
- 17. **Paragraph References.** A reference to a “paragraph” of this Agreement includes both the numbered paragraph, as well the subparagraphs, if any, that are part of such paragraph. Subparagraphs are designated by lower case letters (e.g., “(a)”, “(b)”, “(c)”).
- 18. **Severability.** If any term , provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- 19. **Interpretation.** In construing this Agreement, no consideration shall be given to the fact or presumption that any party had a greater or lesser hand in drafting of this Agreement.
- 20. **Entire Agreement.** This instrument contains the entire Agreement of the parties relating to the rights granted and obligations assumed in this instrument. Any oral representations or modifications concerning this instrument shall be of no force or effect unless contained in a subsequent written modification signed by the party to be charged
- 21. **Signor Authorized to Bind Client.** The individual signing this agreement on behalf of Client hereby represents and warrants that he/she is authorized to sign on behalf of the Client and to legally bind Client to the terms of this Agreement.

<b>UTILITY COST MANAGEMENT LLC</b>
By:
Signature
Print Name
Title
Date

<b>Print Client Name</b>
By:
Signature
Print Name
Title
Date



## STAFF REPORT

TO: Lindsay City Council  
FROM: Neyba Amezcua, City Services Assistant Director  
DEPARTMENT: City Services  
ITEM NO.: 10.2  
MEETING DATE: August 10, 2021

### **ACTION & RECOMMENDATION**

Consider Minute Order Authorization to Award Contract to Telstar Instruments for RFP No. CS 22-12 Wastewater Influent and Effluent Flow Control & Monitoring Project.

### **BACKGROUND | ANALYSIS**

Staff is seeking council approval to update current wastewater monitoring and control tools that capture the influent and effluent flow readings as well as update wastewater flow pump controls at the City wastewater facility.

This project will increase efficiency in operations and will ensure compliance with the Waste Discharge Requirements (WDRs). Permitted Treatment Facilities operate under these WDRs issued by the California Regional Water Quality Control Board.

The City sought the services of a contractor to design and install the project. These types of contract are known as a “Design-Built” due to the complexity of the different specialty profession/services required. The contractor shall be experienced, skilled and able to deliver the project in a logical and cost-effective manner to complete the project.

Staff diligently advertised the project as follows:

1. Staff released the RFP on July 13, 2021 by emailing four (4) Builders Exchanges: Tulare-Kings Co, CEN-CAL Construction, ISQFT Construction Content and Construct Connect. These builders’ exchanges are building industry associations who provide services and “exchange” information among contractors, suppliers, design firms, and any other members involved in the local construction industry. Builders' Exchanges exist to provide tangible services at the local level, specifically collecting and disseminating construction bidding information via physical and/or electronic plan room.
2. The “Notice of Inviting Bids” for this RFP was published in the Porterville Recorder on July 14, 2021 as mandated by our procurement policy.





## STAFF REPORT

3. Lastly, Staff emailed directly the “Notice of Inviting Bids” to 3 different companies, who are known to be qualified contractors to perform this type of work.

The RFP specified a mandatory Job Site Tour on July 19, 2021 which only one Contractor attended, therefore only one RFP was received on August 3, 2021.

The proposal received was from Telstar Instruments with a total bid amount of \$119,593.00. Staff reviewed the submitted documentation, 3 staffers reviewed and graded the RFP, and it has been determined to meet all of the specified requirements, therefore, we recommend that Council award the contract to Telstar Instruments.

### **FISCAL IMPACT**

Budget: \$150,000 FY 2020-2021

Fund: Sewer

Expenditure: \$119,593.00

### **ATTACHMENTS**

- Telstar RFP Summary
- Rating Results



Contractor License #422364 ✓  
Contractor DIR #100000899 ✓

**CONTROL SYSTEM INTEGRATION • INSTRUMENTATION SERVICES  
SCADA/AUTOMATION • PLC/HMI • ELECTRICAL • CALIBRATION • MAINTENANCE**

## Cost Proposal for Wastewater Influent and Effluent Flow Control & Monitoring Project

August 3, 2021

### SCOPE OF SUPPLY / SERVICES

1. Telstar’s engineering and design team will conduct a pre-construction meeting with the City during which specific requirements and requests for a new controls system will be noted. Our team will then incorporate these into our original Influent and Effluent control panel designs.
2. Once the design is finalized, our UL 508A panel shop will begin fabrication. The panel will be completely tested (VFDs, control systems, mission units, etc.) prior to delivery to the jobsite.
3. Telstar will demo the existing Influent pump panel and install the new stainless steel NEMA 4X Influent VFD/Mission panel. Telstar will coordinate with operators to minimize WWTP downtime.
4. Provide and install new level transducer in the Influent pit for speed control of the new VFD panel.
5. Provide and install new flow meter on the influent flume.
6. Once the influent system is operational, we will move to the effluent system.
7. The effluent system currently does not have power going to it. Telstar will cut the asphalt, trench, and install conduit to the panel located to the north of the effluent pit. This will provide power for the new flow meter.
8. Install the new flow meter on the effluent flume.
9. Start up and test the complete system.
10. Tie in existing Mission units to the system.
11. Perform Operator training during normal work hours.

**Lump Sum Price for this Scope..... \$119,593.00**  
Shipping and Handling for Telstar Supplied Materials IS INCLUDED  
Sales Tax IS INCLUDED

This quotation is based on Customer’s representation that this IS a prevailing wage project.

1717 Solano Way, Unit 34, **Concord**, CA 94520 Phone 925-671-2888, Fax 925-671-9507  
4017 Vista Park Court, **Sacramento**, CA 95834 Phone 916-646-1999, Fax 916-646-1096  
202 South Douth Street, **Hanford**, CA 93230 Phone 559-584-7116, Fax 559-584-8028  
Page 1 of 3

**PROJECT RATING FORM**

**RFQ SELECTION RATING FOR: DESIGN & INSTALLATION SERVICES FOR WASTEWATER INFLUENT AND EFFLUENT FLOW CONTROL & MONITORING PROJECT**

Evaluation Criteria to be Rated by Scorers					Rating Results					
					Amezcuca		Hubbard		Mesedahl	
Category	Scoring Criteria	Weighting	Score	Totals	Score	Totals	Score	Totals	Score	Totals
References	<i>Quality of Work from similar projects</i>	10%	5	1.50	5	1.4	5	1.5	5	1.50
	<i>OnTime project completion</i>		5		3.5		5		5	
	<i>Responsiveness score from reference check.</i>		5		5		5		5	
Contractor's Qualifications	<i>Ability to complete the project in a timely manner (Proposed Schedule)</i>	20%	5	3.40	5	3.4	5	3.4	5	3.40
	<i>Contractor's License</i>		3		3		3		3	
	<i>Insurances (Liability &amp; Worker's Comp)</i>		3		3		3		3	
	<i>10% Bonds (Performance &amp; Materials)</i>		3		3		3		3	
Submittals	<i>DIR Registration</i>	25%	3	4.25	3	4.3	3	4.3	3	4.25
	<i>Cost proposal</i>		3		3		3		3	
	<i>Team members identification</i>		3		3		3		3	
	<i>Approach to complete the Scope of Work</i>		5		5		5		5	
	<i>Project Schedule</i>		3		3		3		3	
Project Design	<i>Litigation in the past three years</i>	30%	3	4.50	3	4.5	3	4.5	3	4.50
	<i>Scope of Work:</i>		3		3		3		3	
	<i>Variable frequency drive control for the two (2) chopper lift pumps</i>		3		3		3		3	
	<i>Accurate Flow Monitoring of the primary influent</i>		3		3		3		3	
	<i>Accurate flow Monitoring of the finish effluent</i>		3		3		3		3	
Pricing	<i>Remote monitoring &amp; control operations</i>	15%	3	1.35	3	1.4	3	1.4	3	1.34
	<i>Merging existing water system remote monitoring and control into the proposed project</i>		3		3		3		3	
	<i>Total Bid Price</i>		3		3		3		3	
Total:	<i>Personnel hourly billing Rates</i>	100%	3	15.00	3	14.9	3	15.0	2.9	14.99
	<i>Schedule of charges for additional services and fees (ex. Construction Services)</i>		3		3		3		2.9	

Scoring	
Exceeds Minimum Requirements	5
Meets Minimum Requirements	3
Partially Meets Minimum Requirements/Unclear	1
Does not meet Minimum Requirements	0



## STAFF REPORT

TO: Lindsay City Council  
FROM: Michael Camarena, Director of City Services and Planning  
DEPARTMENT: City Services  
ITEM NO.: 10.3  
MEETING DATE: August 10, 2021

### **ACTION & RECOMMENDATION**

Consider Minute Order Authorization to Implement Phase 4 of the City of Lindsay Water Conservation Plan.

### **BACKGROUND | ANALYSIS**

City of Lindsay adopted our Water Conservation Plan (WCP) June 28, 2016. In this plan, there are five (5) phases of water conservation. The five phases are as follows:

- Phase 1 – Water Conservation
- Phase 2 – Water Monitoring
- Phase 3 – Strict Enforcement
- Phase 4 – Emergency Water Conservation
- Phase 5 - Extreme Water Crisis

We have been in Phase 3, Strict Enforcement since June 2016. With drought challenges ever present, the dropping water levels at groundwater well locations, and now the entire state experiencing more severe water shortages, staff is requesting that Council consider approving moving from current Phase 3, Strict Enforcement to Phase 4, Emergency Water Conservation.

As listed in our municipal code:

#### **13.04.345 City Water Conservation Plan**

*The City Council has adopted by Resolution its Water Conservation Plan which sets forth water conservation phases and conservation measures including mandatory restrictions on water usage by property owners and water consumers and prohibitions concerning misuse of water. Violation of the measures in effect, currently and as may be amended by Resolution from time-to-time, pursuant to the applicable phase of Water Conservation Plan, shall be enforceable as set forth per any applicable remedy provisions in this Municipal Code, including but not limited to Section 1.16 and 13.04.340. Additionally, the City may strictly enforce the water conservation program by issuing citations of \$50.00 for the first cited violation, \$100.00 for the second cited violation*



## STAFF REPORT

*within a 12-month period, and \$250.00 for any subsequent cited violation within a 12-month period. Monetary citations issued may be collected via the monthly utility bill. The City's Water Conservation Plan is deemed to be the City's "Water Shortage Contingency Plan" to the extent applicable by State law.*

All phases of the WCP include public awareness, water conservation guidelines, media presence of changing conditions, outdoor landscape irrigation practices that conserve water, city water system leak detection and repair programs and other water savings measures. Current print and social media have focused on the necessity to conserve water as well as the State of California issuing a “voluntary water conservation reduction of 15% to all Californians”. This voluntary request was issued July 8, 2021.

More restrictive water use measures as well as enforcement of fines as identified in Section 13.04.345 of the City Municipal Code begin in Phase 3 of the WCP. With Phase 3, the most significant community impact is the restriction of outdoor irrigation. The schedule for outdoor irrigation is limited to three days a week on an odd/even address schedule. There is no outdoor watering allowed on Mondays. Fines can begin to be given for water misuse. Fines would not begin until after informal written and then formal written warnings. Definitions of water misuse is:

1. Washing down driveways and sidewalks.
2. Watering of outdoor landscapes that cause excess runoff.
3. Using a hose to wash a motor vehicle unless the hose is fitted with a shut-off nozzle.
4. Using potable water in a fountain or decorative water feature unless the water is recirculated.
5. Watering outside of the designated day and time for the specific property (address).

Any monetary fine issued will be collected via the monthly utility bill and follow the most current utility collection ordinance.

Also, as part of Phase 3, water used at city facilities, including parks and median islands, can be suspended and this is clearly evident at our main city park and soccer facility.



## STAFF REPORT

Phase 4 of the WCP reduces the outdoor water to 2 days a week following the same odd/even schedule and adding Thursday and Friday to the no watering allowed days. To elaborate under Phase 4, the outdoor watering schedule would be:

Saturday	Even addresses only
Sunday	Odd address only
<b>Monday</b>	<b>No watering allowed</b>
Tuesday	Even addresses only
Wednesday	Odd address only
<b>Thursday</b>	<b>No watering allowed</b>
<b>Friday</b>	<b>No watering allowed</b>

Watering on designated days shall only be allowed between 9:00 pm to 9:00 am.

Outdoor use of water for washing of vehicles or any other outdoor handheld water use would still be allowed, but only with shut off device during designated days and times and limited to 30 minutes use per day. Fines can continue to be given for water misuse. Fines in Phase 4 however would begin after One (1) informal written warning only. The fine structure then follows Phase 3 fine structure.

With any reduction of water use, the expectation is that there will be a reduction of water enterprise fund revenues. Lindsay residents have been, for the most part, doing a good job of water conservation. We have seen reduction in water demand and production since our water monitoring program expanded in 2015. Using the State required base year of 2013, water demand and production has decreased on average 17.71% over 6 years.

With the decrease in water demand and production, one would tend to think there would be reductions in costs within the water operations. Inflation, costs of materials, power and other operational costs have risen without associated water rates increases.

### FISCAL IMPACT

Water revenue is estimated at \$1,277,500 in the 2021-2022 adopted budget. The approval of reduced outdoor water is anticipated to impact this estimated budget value in the 6% to 8% range. To put a value on this, it would calculate to \$76,650 to \$102,00.

As a reminder, the largest impact of moving to Phase 4 is the reduction of outdoor watering from 3 days a week to 2 days a week. There are 2,545, 5/8" water meters and 443, 1" water meters. Calculating and averaging a loss of a single day of outdoor watering is the basis of the estimated water revenue reduction.

### ATTACHMENTS

- City of Lindsay Water Conservation Plan

# CITY OF LINDSAY



## WATER CONSERVATION PLAN

Amended June 28, 2016

## SECTION I INTRODUCTION

The City of Lindsay is located on the east side of the San Joaquin Valley in Tulare County near the base of the Sierra Nevada Mountains. The City is traversed by State Highway 65 running north and south along the west side of the City. Lindsay is located approximately 12 miles east of Tulare and State Highway 99, approximately 11 miles north of Porterville and 18 miles southeast of Visalia, the County seat of Tulare County.

The City of Lindsay was incorporated on February 29, 1910 as "Class Six" city under the laws of the State of California. The area within the existing City limits contains approximately 2.72 square miles or 1,743 acres of which approximately 82.1 percent is presently developed for commercial, industrial and residential use.

As a Charter City of the State of California, Lindsay is governed by an elected five member City Council, one of whom serves as Mayor. Administrative officials include a City Manager, City Clerk, City Attorney, Finance Director, City Engineer, City Services Director, Planning and Economic Development Director and Director of Public Safety. The major city departments consist of Public Safety (police and fire), Planning and Economic Development, and City Services.

The City also owns and operates McDermont Field House, a recreational and sports facility along with the Wellness Center. Each facility has a Director overseeing staff and operations.



## SECTION 2 WATER SUPPLY AND WATER SYSTEM

The City of Lindsay's water system consists of approximately 2,900 service connections in the current service area. Greater than 95% of the connections are metered. All new water connections are required to be metered.

The City of Lindsay's water system supply consists of three deepwells supplied by groundwater aquifers both inside the City's service area as well as outside the city limits, 2,500 acre feet of surface water purchased annually from the United States Department of the Interior, Bureau of Reclamations, Central Valley Project, at Millerton Reservoir and delivered to the City's point of delivery by way of the Friant Kern Canal and a 4.0 million gallon steel storage tank located on Todd's Hill.

Monitoring and partial control is provided by wireless digital data signals telemetry to the well sites and the water storage tank.

Historically, the surface water supply is the City of Lindsay's primary source of water. The groundwater supply is considered as the City's secondary source and is utilized to satisfy peak demands on the system.

The fluctuation and deterioration of groundwater quality, with particular respect to nitrates (N03), Perchlorate (ClO<sub>4</sub>) and Dibromochloropropane (DBCP, C<sub>3</sub>H<sub>5</sub>Br<sub>2</sub>Cl) with the City's deepwells has put additional pressure and importance on the surface water supply.

In 2013 and 2014 drought conditions have risen to levels never experienced in California. These conditions along with a requirement to supply water to the San Joaquin River and other longstanding water rights commitments have substantially reduced the surface water supply to a below normal amount available to the City through its annual contract with the United States Department of the Interior, Bureau of Reclamations. The amount declared in the 2014 water year was 0% of the normal 2,500 acre feet of surface water available to the City.

With the very limited surface water and groundwater supplies, it will be necessary for the City of Lindsay to promote and enforce this water conservation plan in order to provide sufficient water to meet community demands.

### SECTION 3 CONSERVATION MEASURES

The City of Lindsay is aware of the need for continual water conservation and through direction by the City Council has adopted resolutions and ordinances to provide staff with the means of implementing and enforcing necessary water conservation measures.

Through this updated Water Conservation Plan, the City will continue their efforts in water conservation and adopt new policies and guidelines as the need becomes apparent. This revised plan has been developed around a 5 Phase approach with the following structure:

Phase I - Water Conservation

Phase II - Water Monitoring

Phase III - Strict Enforcement

Phase VI – Emergency Water Conservation

Phase V – Extreme Water Crisis

The benefits of conserving water as a limited natural resource, through this format will be realized by the community in the form of reduced energy costs, reduced impact on the Wastewater Treatment Plant and sufficient water supply during peak demands. It is the intent of the water conservation plan be a joint effort of all residents and water users and the City and through community efforts, optimal results will be achieved.

Actions within each phase have been defined as either actions to be undertaken by the City or by the General Public. Due to the number of variables which affect the water conditions in existence at any one point in time, a report by City Staff, will describe the necessary action for transition from one phase to another (more or less stringent). At such time as staff has determined that the water condition warrants advancement to a more stringent phase, a report and request will be forwarded to the City Council for their review and approval.

## SECTION 4

### PHASE I - WATER CONSERVATION

Through a joint effort of the City and General Public, this phase is established to conserve water, a limited natural resource, through reductions of water waste and implementation of guidelines for more efficient use of the available limited supply of water. Phase I typically applies during periods when an average water supply is forecast.

The following outline describes steps to be taken by the City as well as Residents that makes it possible to achieve the above goals:

- The City shall implement a "Public Awareness Program" designed to make the community aware of the water conditions.
- The City shall develop a set of "Water Conservation Guidelines" that would be made available to residents for use in conserving water.
- The City shall keep the community aware of changing conditions through news media. This is necessary in the event that stricter conditions may be coming in the future.
- Enforce most current and adopted building codes and regulations that deal with building construction with regard to water and energy conservation.
- Request that residents reduce landscape irrigation practices to a minimum. Request that landscape irrigation be performed during late evenings or early mornings to reduce the amount of water lost due to evaporation.
- Require that all new developments follow model water efficient landscape designs, including automatic irrigation systems with rain control gauges.
- Require that all new developments follow model water efficient landscape designs with regard to plantings and planting designs and layout.
- Discourage users from washing down sidewalks and driveways. Request that this item be accomplished by other means such as sweeping, etc.
- Request that restaurants support the water conservation effort by serving water upon request only.
- The City shall reduce all landscape irrigation practices to a minimum.

- The City shall intensify its leak detection program by repairing or replacing leaking valves, water meters and fire hydrants as necessary.
- Coordinate with local schools to implement a Water Education Program that would instill a water conservation ethic in the minds of today's youth. This alone can permanently affect the water using habits of tomorrow's adults.
- The City's fire hydrant testing schedule shall be arranged so that fire hydrant testing occurs during off peak periods. Fire Hydrant testing and flushing is a necessary item to provide the public with safe, clean water for fire protection and domestic use.

## SECTION 5 PHASE II - WATER MONITORING

Phase II typically applies during periods when below average water supply is forecast.

When it is found that it is necessary to implement Phase II of the Water Conservation Plan, the City shall advise the City Council of the need for a more aggressive water conservation program due to forth coming shortfalls in supply and/or increased demands on the system. With the adoption of Phase II of the Water Conservation Plan, the City shall intensify its water conservation efforts by the following practices:

- The City shall take a more aggressive approach with the "Public Awareness Program" designed to make the community aware of the water conditions and possibility of a water shortage.
- The City shall reduce landscape watering of City facilities, additionally as deemed necessary to provide only enough water required to maintain survival of permanent plants such as trees and shrubs.
- The City shall begin monitoring water use by residents or large commercial, institutional or industrial water users and alerting them to the potential impact of waste or over use. In this Phase a verbal warning would be issued and a citation issued if the condition were to continue.
- All items of Phase I Water Conservation would be intensified. All residents would be asked to increase their water conservation efforts.
- The City would implement a voluntary water use schedule that would define days available to irrigate (odd and even address system) landscaping as follows;

From June 1st to September 30th annually, or as conditions require:

1. Odd numbered street addresses water only on Wednesdays, Fridays and/or Sundays.
2. Even numbered street addresses water only on Tuesdays, Thursdays, and/or Saturdays.
3. No outdoor watering on **Mondays**.
4. This program also encourages customers to turn off their sprinklers on rainy days.
5. **No watering between 9:00 AM and 9:00 PM.**

Voluntary water use schedule table;

<u>Sunday</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>
Odd	<b>No Watering</b>	Even	Odd	Even	Odd	Even

The voluntary watering schedule does not apply to:

1. Drip irrigation systems;
2. Handheld watering methods with automatic shutoff mechanism;
3. Flower and vegetable gardens;
4. Outdoor potted plants and hanging baskets;
5. Newly planted lawns.

## SECTION 6

### PHASE III - STRICT ENFORCEMENT

Phase III typically applies during periods when water supply shortages are probable or in extreme conditions such as continued and/or widespread drought.

In the event it is found necessary to implement Phase III of the Water Conservation Plan, the City shall advise the City Council of the need for a more aggressive and stringent water conservation program due to probable shortfalls in supply and/or increased demands on the system. With the adoption of Phase III of the Water Conservation Plan, the City shall implement the following mandatory water conservation provisions:

- The City will intensify its efforts to inform the public of the need for Water Conservation with special emphasis given to inform the Public of water shortage conditions.
- The City shall intensify efforts of community awareness by stepping up information of changing conditions through news media.
- All items of Phase I and Phase II Water Conservation would be intensified. All residents would be asked to increase their water conservation efforts.
- The City shall reduce landscape watering, of City facilities, additionally as deemed necessary to confine impact on the water system. If it becomes necessary, watering of City facilities, parks and median islands will be suspended and evaluated each day.
- The City would implement a mandatory water use schedule that would define days available to irrigate (odd and even address system). The schedule is identified in Phase II of this Water Conservation Plan.
- The City will strictly enforce the water conservation program by issuing written warnings or fines for misusing water. It is the objective of the City Council of the City that citizens of Lindsay voluntarily comply with the provisions of this Section. Enforcement of this Section will authorize one informal written notice and one formal written notice. Per Title 1, General Provisions of the Municipal Code of the City of Lindsay, Chapter 1.16, General Penalty, Section 1.16.010, Penalty for Code Violations, the following amounts will be enforced;
  - a. Informal, Written Warning
  - b. Formal Written Warning
  - c. Punitive Fine, \$50.00
  - d. Punitive Fine, \$100.00
  - e. Punitive Fine, \$250.00

The definitions of misusing water shall be;

1. Washing down driveways and sidewalks;
2. Watering of outdoor landscapes that cause excess runoff;
3. Using a hose to wash a motor vehicle, unless the hose is fitted with a shut-off nozzle;
4. Using potable water in a fountain or decorative water feature, unless the water is recirculated.
5. Watering outside of the designated day and time for the specific property (address).

Any monetary fine issued will be collected via the monthly utility bill and follow the most current utility collection ordinance.

- The City could establish a usage allowance for water use based on past usage. Services that exceed the allowed usage allowance could be charged a higher rate (the rate would be set by Council action in the event this type of action would be necessary) for water.
- A 15% rate increase on all residential and landscape accounts may go into effect upon Council adoption after notice, hearing and other rate-setting or adjustment procedures as required by applicable law. This rate increase will encourage water conservation and will also serve as a provision to recover the lost revenues from water conservation. The increase will begin upon adoption and end when water supply shortages or extreme conditions such as continued and/or widespread drought are under control.



**SECTION 7**  
**PHASE IV – Emergency Water Conservation**

Phase IV typically applies during periods when water supply shortages exist or in extreme conditions such as continued and/or widespread drought.

In the event it is found necessary to implement Phase IV of the Water Conservation Plan, the City shall advise the City Council of the need for a more aggressive and stringent water conservation program due to imminent shortfalls in supply and/or increased demands on the system or continued mandates from the State of California. With the adoption of Phase IV of the Water Conservation Plan, the City shall implement the following mandatory water conservation provisions:

- The City will intensify its efforts to inform the public of the requirement for Water Conservation with special emphasis given to inform the Public of water supply conditions.
- The City shall intensify efforts of community awareness by stepping up information of changing conditions through news or social media.
- All items of Phase I, Phase II and Phase III Water Conservation would be intensified. All residents would be required to increase their water conservation efforts.
- The City shall implement a mandatory outdoor water use schedule that would define two days available to irrigate (odd and even address system). The schedule is identified as follows:

<u>Sunday</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>
Odd	<b>No Watering</b>	Even	Odd	<b>No Watering</b>	<b>No Watering</b>	Even

- Watering of turf on median islands in public right of way shall be suspended.
- Watering on designated days shall only be allowed between 9:00 pm –9:00 am.
- No watering will be allowed between 9:00 am – 9:00 pm.
- All new permits shall satisfy the latest requirements of the California Model Landscape Ordinance, including already approved, but not yet completed permits.

- Washing of automobiles, trucks, trailers, boats, airplanes, and other mobile equipment is permitted with handheld watering devices with automatic shut off nozzles and only during designated days and times.
- Any outdoor use of handheld watering devices with automatic shut off nozzles (including vehicle washing use of pressure washing equipment) used during designated days and times are limited to 30 minutes of use for each watering day.
- No outdoor watering during, or within 48 hours of, measurable rain.
- Spas, wading, and swimming pools are only allowed to be refilled or added to during designated days and times. Water slides or water bounce houses or other private water attractions shall only be allowed during designated days and times and with a hose controlled with shut off nozzle.
- Collection of grey water from indoor uses is highly recommended. Distribution of grey water on outdoor landscaping is highly recommended to be done on respective water days.
- The City will strictly enforce the water conservation program by issuing a written warning or fines for misusing water. It is the objective of the City Council of the City that citizens of Lindsay voluntarily comply with the provisions of this Section. Enforcement of this Section will authorize one informal written notice only. Per Title 1, General Provisions of the Municipal Code of the City of Lindsay, Chapter 1.16, General Penalty, Section 1.16.010, Penalty for Code Violations, the following amounts will be enforced;
  - a. Informal, Written Warning
  - b. Punitive Fine, \$50.00
  - c. Punitive Fine, \$100.00
  - d. Punitive Fine, \$250.00

## SECTION 8

### PHASE V – Extreme Water Crisis

Phase V typically applies during periods when water supply shortages exist and in extreme conditions such as continued and/or widespread drought or unreliable water supply.

In the event it is found necessary to implement Phase V of the Water Conservation Plan, the City shall advise the City Council of the need for a more aggressive and stringent water conservation program due to existing shortfalls in supply and increased demands on the system. With the adoption of Phase V of the Water Conservation Plan, the City shall implement the following mandatory water conservation provisions:

- The City will intensify its efforts to inform the public of the requirement for Water Conservation with special emphasis given to inform the Public of water supply conditions.
- The City shall intensify efforts of community awareness by stepping up information of changing conditions through news or social media.
- No outdoor irrigation of landscaping or vegetation. There shall be no watering outdoors until Phase 5 restrictions are rescinded.
- No washing of automobiles, trucks, trailers, boats or other types of mobile equipment except at commercial, fleet wash stations or fixed vehicle wash facilities (with approved runoff protection and collection) until Phase 5 emergency restrictions are rescinded. Mobile vehicle wash services shall not be allowed.
- Collection of grey water from indoor uses is highly recommended. Distribution of grey water on outdoor landscaping is highly recommended to be done on respective water days.
- Outdoor water use for emergency purposes shall be by permit only, after review and approval by the City Services Director.
- City parks, schools, and similar establishments may water once per week by permit only, after review and approval by the City Services Director.
- No new water connections shall be permitted until Phase 5 restrictions are rescinded.

- The City will strictly enforce the water conservation program by issuing a written warning or fines for misusing water. It is the objective of the City Council of the City that citizens of Lindsay voluntarily comply with the provisions of this Section. Enforcement of this Section will authorize one informal written notice only. Per Title 1, General Provisions of the Municipal Code of the City of Lindsay, Chapter 1.16, General Penalty, Section 1.16.010, Penalty for Code Violations, the following amounts will be enforced;
  - e. Informal, Written Warning
  - f. Punitive Fine, \$50.00
  - g. Punitive Fine, \$100.00
  - h. Punitive Fine, \$250.00



## STAFF REPORT

TO: Lindsay City Council  
FROM: Lieutenant Ryan Heinks  
DEPARTMENT: Public Safety  
ITEM NO.: 11.1  
MEETING DATE: August 10, 2021

### **ACTION & RECOMMENDATION**

Consider Minute Order Authorization to Transition to Zoom Video Conferencing for Virtual Meeting Access.

### **BACKGROUND | ANALYSIS**

Starting March 24, 2020, the City of Lindsay began incorporating telepresence into City Council meetings due to an emergency declaration made by the State of California related to the COVID-19 virus. The city chose the platform Bigmarker to provide an interactive video platform to facilitate council meetings and inform the public. Bigmarker is currently being provided as a service of the City Attorney.

The city's current access to Bigmarker is limited, as all meetings need to be scheduled through the City Attorney's Office. This has caused some connectivity issues in the past, as city staff have a limited ability to troubleshoot the software configuration. The Bigmarker software also appears to have been created with large scale seminars in mind and requires the presenter to have more technical knowledge on the different available features.

At the request of the City Manager, a review was conducted to determine what other platforms were available and if they provided a significant increase in value to the community. Staff looked at nearby jurisdictions to determine what other platforms were being utilized and an online search was also conducted.

Upon completing the review, staff determined that most other municipalities were using the Zoom platform in their city council meetings. During the pandemic, Zoom has become the clear market leader for video conferencing. It provides an easy-to-use interface and supports many different devices; such as personal computers, tablets and mobile devices. This is a benefit to the citizens of Lindsay, as it allows reliable access to a wider group of individuals regardless of which device they are using.

### **FISCAL IMPACT**

The City will be required to obtain a license to Zoom at a cost of \$149.50 per year to the general fund. This plan will allow one individual to host the meeting.