



# 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 November 9, 2021 at 6:00 PM in person and via webinar. The webinar address for members of the public is <https://zoom.us/j/99279557087>.

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 CAUDILLO.

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. **RECOGNITION ITEMS**

- 8.1 Proclamation in Honor of Dr. Kathryn Hall (p. 4)
- 8.2 Introduction of Interim Chief of Police Robert Moore
- 8.3 Oath of Office of Sergeant Christopher Dempsie

9. **CONSENT CALENDAR**

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

- 9.1 Minutes from October 26, 2021 City Council Regular Meeting (pp. 5-10)

- 9.2 Warrant List for October 21, 2021 through November 3, 2021 (pp. 11-14)
- 9.3 Treasurer's Report for October 2021 (p. 15)
- 9.4 Consider the Minute Order Approval of Job Description for Executive Projects Manager (pp. 16-18)
- 9.5 Consider the Minute Order Approval of the City of Lindsay Fleet Management and Replacement Policy (pp. 19-32)
- 9.6 Consider the Approval and Adoption of **Resolution 21-47**, Adopting a Procurement Policy for the City of Lindsay to Incorporate Senate Bill 1383 State Mandated Policies that Affect Procurement and Updating Purchasing Matrix Thresholds Under the Guidelines of Municipal Code 3.04 Purchasing and Contracting (pp. 33-92)

## 10. **DISCUSSION ITEMS**

- 10.1 Consider Options for the 2022 Friday Night Market Season and Provide Direction to Staff (pp. 93-113)  
*Presented by Joseph Tanner, City Manager*

## 11. **PUBLIC HEARINGS**

- 11.1 Consider the Approval of **Resolution 21-49**, Approving, Authorizing and Directing Execution of a Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority and Approving the Issuance of Revenue Bonds by the Authority to Finance and Affordable Rental Housing Facility for the Benefit of Palm Terrace II, L.P., and Certain Other Matters Relating Thereto (pp. 114-132)  
*Presented by Neyba Amezcua, Director of City Services*

## 12. **ACTION ITEMS**

- 12.1 Consider the Approval of **Resolution 21-48**, Adopting the City of Lindsay Corrective Action Plan in Response to State Auditor Report 2020-804 (pp. 133-150)  
*Presented by Mayra Espinoza-Martinez, City Clerk & Assistant to the City Manager*
- 12.2 Consider the Minute Order Authorization to Award Contract for the City of Lindsay Street Fund Impact Study to Provost and Pritchard Consulting Group (pp. 151-183)  
*Presented by Juana Espinoza, Finance Director*
- 12.3 Consider the Minute Order Authorization for the City Manager to Execute Agreement with Southern California Regional Energy Network (SoCalREN) to Submit Project Application to California Public Utilities Commission and Execute Any Documents Thereto (pp. 184-213)  
*Presented by Lisa Davis, Director of Recreation*

**13. EXECUTIVE (CLOSED) SESSION**

13.1 Conference with Labor Negotiators Pursuant to Cal Gov. Code § 54957.6

Agency Designated Representative: Joseph M. Tanner, City of Lindsay

Employee Organization: Lindsay Public Safety Officers' Association

13.2 Conference with Labor Negotiators Pursuant to Cal Gov. Code § 54957.6

Agency Designated Representative: Joseph M. Tanner, City of Lindsay

Employee Organization: Lindsay Miscellaneous Employees Bargaining Unit

**14. REQUEST FOR FUTURE ITEMS**

**15. ADJOURNMENT**

Lindsay City Council meetings are held in the City Council Chambers at 251 E. Honolulu Street in Lindsay, California beginning at 6:00 P.M. on the second and fourth Tuesday of every month unless otherwise noticed. Materials related to an Agenda item submitted to the legislative body after distribution of the Agenda Packet are available for public inspection in the office of the City Clerk during normal business hours. Complete agenda is available at [www.lindsay.ca.us](http://www.lindsay.ca.us). In compliance with the Americans with Disabilities Act & Ralph M. Brown Act, if you need special assistance to participate in this meeting, or to be able to access this agenda and documents in the agenda packet, please contact the office of the Deputy City Clerk at (559) 562-7102 x 8025. Notification 48 hours prior to the meeting will enable the City to ensure accessibility to this meeting and/or provision of an alternative format of the agenda and documents in the agenda packet.



# Proclamation

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**WHEREAS**, Dr. Kathryn Hall, is retiring this year after 43 years of practicing Pediatrics, 13 of which were spent serving the Lindsay community specifically and 30 in surrounding areas; and

**WHEREAS**, Dr. Kathryn Hall received her undergraduate degree from Pennsylvania State University in 1973, and received her medical degree from Jefferson Medical College of Thomas Jefferson University Medical School in 1975; and

**WHEREAS**, Dr. Kathryn Hall has devoted much of her life to serving the Lindsay community, including serving as Team Doctor for Lindsay High School, Vice President and Chief of Staff of the Lindsay Hospital, board member and President of the Tulare County Medical Society, and a board member on the Lindsay Unified School District Board of Trustees, all of which contributed to her recognition as Doctor of the Year by the Tulare County Medical Society in 2011; and

**WHEREAS**, Dr. Kathryn Hall's medical contributions, as well as her involvement in Lindsay 4-H, Lindsay Community Theater Productions, and Lindsay Club Scouts, demonstrate her commitment to generations of Lindsay's children; and

**NOW, THEREFORE, BE IT RESOLVED**, that I, Ramona Caudillo, Mayor of the City of Lindsay, along with members of the Lindsay City Council, do hereby formally recognize Dr. Kathryn Hall for her commitment to health and pediatric care in Lindsay and the surrounding community.

**IN WITNESS WHEREOF**, I hereby set my hand and caused the Seal of the City of Lindsay to be affixed this 9<sup>th</sup> day of November 2021.

**LINDSAY CITY COUNCIL**

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Ramona Caudillo, Mayor



**LINDSAY CITY COUNCIL  
REGULAR MEETING AGENDA  
MINUTES**

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

Notice is hereby given that the Lindsay City Council will hold a Regular Meeting on October 26, 2021 at 6:00 PM in person and via webinar. The webinar address for members of the public is <https://zoom.us/j/99279557087>.

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**

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

3. **PLEDGE**

Led by Mayor Pro Tem FLORES.

4. **APPROVAL OF AGENDA**

- Motion to consider Item 12.1 after Item 10.4 on the 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**

- Dr. Henry Villanueva, of 175 Lindero, shared concerns regarding property tax levies for sewer and trash and asked that the council consider the impact and potential hardship on low-income residents. Additionally, he raised concerns regarding water quality notices sent by the City.
- Mercy Herrera, of 1864 East Lindmore, shared that she has 2 properties in the City and had previously expressed her opposition to the property tax roll levy for sewer and trash; she was under the impression that only delinquent accounts would be levied.

- An unidentified resident provided public comment in Spanish; comment was translated by City Clerk. He thanked the council for the opportunity to address them. As a Friday Night Market vendor, he was thankful for the opportunity to sell within the city limits and asked that the council consider extending the market season throughout the winter to provide this special event for all Lindsay families.
- A resident identifying herself as Kimberly shared her support for the winter extension of the Friday Night Market. An additional benefit would be continued vaccination clinics from the County. Kimberly also shared comments of support from different vendors such as Maria Rosales, Ana Ortiz, and Marta (no last name provided).
- Mario Zamora, of law firm Griswold LaSalle shared information regarding the 11<sup>th</sup> Annual Rib Cookoff event taking place on November 6<sup>th</sup> in downtown Lindsay. The top prize includes \$2500 to the winner along with some 2<sup>nd</sup> and 3<sup>rd</sup> place prizes.
- Danny Hernandez shared his opposition to the sewer and trash levies on property tax bills.
- Stella Felix shared her opposition to the sewer and trash levies on property tax bills and shared concerns regarding impacts to escrow payments, possible liens, and a lack of communication/transparency from the city.
- Renee Diaz of 865 W Hermosa shared concerns regarding her ability to pay property taxes and felt it was unfair that homeowners would have to pay for someone else's debt. She asked that the council revisit the ruling and change it.
- Irene Ramirez shared concerns regarding her elderly parents on fixed income and how the property tax enrollments could present an issue for them. Ms. Ramirez also asked that council support the winter market extension to provide a unique holiday shopping opportunity.

## 6. **COUNCIL REPORT**

- Council Member SERNA thanked the public for expressing their opinions. He attended a recent Saturday event at the Wellness Center where law enforcement was checking the safety of child car seats and 10 car seats were donated. The Wellness Center has seen a recent increase in membership.
- Mayor Pro Tem FLORES, Council Member CERROS, Council Member SANCHEZ thanked everyone for their participation in tonight's meeting and encouraged continued participation.

## 7. **CITY MANAGER REPORT**

- The City has hired an Interim Police Chief, Rob Moore. Chief Moore is born and raised in Tulare County. He has 33 years of law enforcement experience, and the City is happy to have him on board. He will be in attendance at the next meeting for a proper introduction.
- The Lindsay Hospital board recently approved Capital Improvements funding for additional increased funding of \$93K. The City is thankful for their efforts and support.
- The City will likely cancel the upcoming November 23<sup>rd</sup> council meeting given the Thanksgiving Holiday.

## 8. **CONSENT CALENDAR**

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

8.1 Waive Full Reading of All Ordinances and Authorize Reading by Title Only

8.2 Minutes from October 12, 2021 City Council Regular Meeting (pp. 4-7)

8.3 Warrant List for October 5, 2021 through October 20, 2021 (pp. 8-13)

8.4 Consider Minute Order Approval of **Temporary Use Permit (TUP) No. 21-06** for the 11<sup>th</sup> Annual Lindsay Rib Cook-Off on November 6, 2021 (pp. 14-16)

- 8.5 Consider Minute Order Approval of **Temporary Use Permit (TUP) No. 21-07** for Forever Young Events' Fieldhouse Climb on December 4, 2021 (pp. 17-23)
- 8.6 Proclamation in Honor of National Nurse Practitioner Week (p. 24)
- 8.7 Second Reading of **Ordinance 590**, Amending Chapter 8.34 of Title 8 of the Lindsay Municipal Code, Amending Organic Waste Recycling (pp. 25-49)
- 8.8 Consider Approval of **Resolution 21-46**, Proclaiming a Local Emergency, Ratifying the Proclamation of a State Emergency by Governor Newsom on March 4, 2020, and Authorizing Remote Teleconference Meetings of the Legislative Bodies of the City of Lindsay Pursuant to Government Code Section 54953(e)(3) (pp. 50-54)

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

**9. PRESENTATIONS**

- 9.1 2022 Regional Transportation Plan (RTP) and Sustainable Communities Strategies (SCS) Scenarios (pp. 55-72)  
*Presented by Ben Kimball, Deputy Executive Director of Tulare County Association of Governments (TCAG)*

<b>Motion for Recess</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

- 9.2 First Quarter of Fiscal Year 2021-2022 Overview and Update  
*Presented by Juana Espinoza, Finance Director*

**10. ACTION ITEMS**

10.1 Consider Minute Order Authorization to Award Contract for the Purchase of Five (5) 2021 Ford Interceptor Utility Vehicles and One (1) 2021 Ford Transit Connect XL Cargo Van to Exeter Monarch Ford (pp. 73-104)

*Presented by Lt. Nicholas Nave, Public Safety*

<b>Motion to Approve Item 10.1</b>							
1 <sup>st</sup>	2 <sup>nd</sup>	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
CERROS	SANCHEZ	(5-0) Approved	Aye	Aye	Aye	Aye	Aye

10.2 Consider Minute Order Authorization to Award Contract for Bids CS21-08 and CS21-09 “2021 Street Seal & Rubberized Cape Seal Projects” Revision No. 1 to American Pavement Systems, Inc. (pp. 105-109)

*Presented by Neyba Amezcua, Acting Director of City Services & Planning*

<b>Motion to Approve Item 10.2</b>							
1 <sup>st</sup>	2 <sup>nd</sup>	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
CERROS	CAUDILLO	(5-0) Approved	Aye	Aye	Aye	Aye	Aye

10.3 Consider Approval of **Resolution 21-44**, Authorizing the Purchase and Sale Agreement for the Property Located at 284 East Hermosa Street, Lindsay, CA 93247 (APN: 205-261-014), and Finding that the Acquisition is Exempt from Review Under the California Environmental Quality Act (CEQA) Pursuant to Sections 15061 and 15301 of the CEQA Guidelines, Authorizing Close of Escrow (pp. 110-202)

*Presented by Joseph Tanner, City Manager*

<b>Motion to Approve Resolution 21-44</b>							
1 <sup>st</sup>	2 <sup>nd</sup>	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
CAUDILLO	SERNA	(5-0) Approved	Aye	Aye	Aye	Aye	Aye

10.4 Consider Minute Order Authorization of the Winter Months Extension of the Friday Night Market Contract with Jimora Enterprises from November 2021 to February 2022 and Authorize City Manager to Execute Documents Thereto (pp. 203-220)

*Presented by Joseph Tanner, City Manager*



- Daniella Orsola, a vendor at the Friday Night Market shared her opposition to the extension. Because sales drop during the winter time, it would be more difficult for vendors to generate sufficient revenue to pay their fee. Additionally, local business owners with storefronts should have priority.
- Council Member SERNA recused himself.
- Roxanne Serna shared concerns regarding Friday Night Market impacts to downtown business and parking; Ms. Serna is a small business owner considering a relocation to a downtown property.
- Susana Mora, Friday Night Market operator, stated that all brick and mortar vendors are welcome to come out and participate in the Friday Night Market.
- Mercy Herrera shared that currently set up starts as early as 3 or 4pm, so impacts during the day would be even more significant.
- Irene Ramirez explained that notices are posted around downtown to reserve parking space so Friday Night Market vendor trailers can properly set up.
- The public hearing for this item was closed.
- No motions or votes were made.

Motion to Approve Item 10.4							
1 <sup>st</sup>	2 <sup>nd</sup>	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
C	F	(5-0) Approved	Aye	Aye	Aye	Aye	Aye

## 11. PUBLIC HEARINGS

11.1 Consider Approval of **Resolution 21-45**, Accepting the Supplemental Law Enforcement Services Fund Citizens Option for Public Safety Grant Award and Authorizing a Total Expenditure of \$100,000 from the Fiscal Year 2021-2022 Grant Fund (pp. 221-227)

*Presented by Juana Espinoza, Finance Director*

- The public hearing was opened by Mayor CAUDILLO at 8:21 PM. Receiving no public comment, the public hearing was closed by Mayor CAUDILLO at 8:22 PM.

Motion to Approve Resolution 21-45							
1 <sup>st</sup>	2 <sup>nd</sup>	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
FLORES	CAUDILLO	(5-0) Approved	Aye	Aye	Aye	Aye	Aye

## 12. DISCUSSION ITEMS

12.1 Consider Options for the 2022 Friday Night Market Season and Provide Direction to Staff (pp. 228-237)

*Presented by Joseph Tanner, City Manager*

- The council directed City Manager and staff to 1) prepare a cost analysis for the City to take over Friday Night Market operations and 2) prepare for the release of an RFP in early 2022.

**13. EXECUTIVE (CLOSED SESSION)**

13.1 Conference with Labor Negotiators Pursuant to Cal Gov. Code § 54957.6

Agency Designated Representative: Joseph M. Tanner, City of Lindsay

Employee Organization: Lindsay Public Safety Officers' Association

13.2 Conference with Labor Negotiators Pursuant to Cal Gov. Code § 54957.6

Agency Designated Representative: Joseph M. Tanner, City of Lindsay

Employee Organization: Lindsay Miscellaneous Employees Bargaining Unit

**14. REQUEST FOR FUTURE ITEMS**

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Check#	Fund	Date	Vendor #	Vendor Name	Description	Amount
<b>TOTAL</b>						
<b>19771</b>						<b>\$2,200.00</b>
	660 - RDA OBLIGATION RETIREMENT	10/22/21	624	US BANK TRUST	ADMIN FEES FY22	2,200.00
<b>19772</b>						<b>\$356.30</b>
	101 - GENERAL FUND	10/22/21	3977	AFLAC	DED:015 AFLAC	356.30
<b>19773</b>						<b>\$0.00</b>
	101 - GENERAL FUND	10/22/21	4660	CITY OF LINDSAY	DED:052 WELLNESS	9.24
	101 - GENERAL FUND	10/22/21	4660	CITY OF LINDSAY	DED:052 WELLNESS	(9.24)
	101 - GENERAL FUND	10/22/21	4660	CITY OF LINDSAY	DED:CDBG CDBG PMT	182.72
	101 - GENERAL FUND	10/22/21	4660	CITY OF LINDSAY	DED:CDBG CDBG PMT	(182.72)
	101 - GENERAL FUND	10/22/21	4660	CITY OF LINDSAY	DED:L203 CDBG LOAN	267.00
	101 - GENERAL FUND	10/22/21	4660	CITY OF LINDSAY	DED:L203 CDBG LOAN	(267.00)
<b>19774</b>						<b>\$9.00</b>
	101 - GENERAL FUND	10/22/21	451	CITY OF LINDSAY EMP	DED:0505 SEC 125	9.00
<b>19775</b>						<b>\$62.00</b>
	101 - GENERAL FUND	10/22/21	6675	EDD	DED:EDD EDD ORDER	62.00
<b>19776</b>						<b>\$125.23</b>
	101 - GENERAL FUND	10/22/21	3192	SEIU LOCAL 521	DED:DUES UNION DUES	125.23
<b>19777</b>						<b>\$7,040.15</b>
	101 - GENERAL FUND	10/22/21	6452	GREAT-WEST TRUST	DED:ROTH ROTH	147.33
	101 - GENERAL FUND	10/22/21	6452	GREAT-WEST TRUST	DED:0500 DEF COMP	3,266.35
	101 - GENERAL FUND	10/22/21	6452	GREAT-WEST TRUST	DED:151 DEFERCOMP	2,658.61
	101 - GENERAL FUND	10/22/21	6452	GREAT-WEST TRUST	DED:0555 DC LOANPAY	967.86
<b>19778</b>						<b>\$82.69</b>
	101 - GENERAL FUND	10/22/21	6409	BERNARD HEALTH LEGA	DED:MET MET LAW	82.69
<b>19779</b>						<b>\$41.58</b>
	101 - GENERAL FUND	10/22/21	2325	LINDSAY PUBLIC SAFE	DED:LPOA LPOA DUES	41.58
<b>19780</b>						<b>\$106.13</b>
	101 - GENERAL FUND	10/22/21	6246	MCDERMONT VENTURE I	DED:051 MCDERMONT	106.13
<b>19781</b>						<b>\$362.77</b>
	101 - GENERAL FUND	10/22/21	1955	TEAMSTERS LOCAL 856	DED:0508 TEAMSTERS	362.77
<b>19782</b>						<b>\$276.24</b>
	101 - GENERAL FUND	10/22/21	4660	CITY OF LINDSAY	DED: 052 WELLNESS	9.24
	101 - GENERAL FUND	10/22/21	4660	CITY OF LINDSAY	DED:CDBG PMT	267.00
<b>19783</b>						<b>\$182.72</b>
	101 - GENERAL FUND	10/22/21	4660	CITY OF LINDSAY	DED: CDBG PMT	182.72
<b>19784</b>						<b>\$564.00</b>
	101 - GENERAL FUND	11/01/21	6504	ADVENTIST HEALTH TO	SEPTEMBER TOXICOLOG	564.00
<b>19785</b>						<b>\$471.60</b>
	101 - GENERAL FUND	11/01/21	007	AG IRRIGATION SALES	GLOBE/ANGLE VALVE	120.92
	101 - GENERAL FUND	11/01/21	007	AG IRRIGATION SALES	DRY WIRE COONECTOR	37.70
	101 - GENERAL FUND	11/01/21	007	AG IRRIGATION SALES	HORSE SHOE PIT VALV	48.36
	101 - GENERAL FUND	11/01/21	007	AG IRRIGATION SALES	DRY SPLICE WIRE CON	7.13
	553 - SEWER	11/01/21	007	AG IRRIGATION SALES	GROOVED COUPLING	257.49
<b>19786</b>						<b>\$362.16</b>
	101 - GENERAL FUND	11/01/21	3428	AT&T MOBILITY	287297286867X101020	362.16
<b>19787</b>						<b>\$448.01</b>
	101 - GENERAL FUND	11/01/21	5381	AWAKE SKATE SHOP	POLOS & JACKETS	37.51
	101 - GENERAL FUND	11/01/21	5381	AWAKE SKATE SHOP	POLOS & JACKETS	37.51
	101 - GENERAL FUND	11/01/21	5381	AWAKE SKATE SHOP	POLOS & JACKETS	37.51
	101 - GENERAL FUND	11/01/21	5381	AWAKE SKATE SHOP	POLOS & JACKETS	222.94
	101 - GENERAL FUND	11/01/21	5381	AWAKE SKATE SHOP	POLOS & JACKETS	37.52
	552 - WATER	11/01/21	5381	AWAKE SKATE SHOP	POLOS & JACKETS	37.51
	553 - SEWER	11/01/21	5381	AWAKE SKATE SHOP	POLOS & JACKETS	37.51
<b>19788</b>						<b>\$2.45</b>
	101 - GENERAL FUND	11/01/21	3232	BIG BEN'S	CORNER MOULDING	2.45
<b>19789</b>						<b>\$1,869.23</b>
	101 - GENERAL FUND	11/01/21	6351	CANON FINANCIAL SER	10/1/21-10/31/21	467.31
	101 - GENERAL FUND	11/01/21	6351	CANON FINANCIAL SER	10/1/21-10/31/21	467.31
	101 - GENERAL FUND	11/01/21	6351	CANON FINANCIAL SER	10/1/21-10/31/21	467.31
	101 - GENERAL FUND	11/01/21	6351	CANON FINANCIAL SER	10/1/21-10/31/21	467.30
<b>19790</b>						<b>\$203.12</b>
	101 - GENERAL FUND	11/01/21	076	CENTRAL VALLEY BUSI	BC-SUDED WITH FOIL	203.12
<b>19791</b>						<b>\$765.47</b>
	101 - GENERAL FUND	11/01/21	5832	CINTAS CORPORATION	UNIFORMS	20.29
	101 - GENERAL FUND	11/01/21	5832	CINTAS CORPORATION	UNIFORMS	20.29
	101 - GENERAL FUND	11/01/21	5832	CINTAS CORPORATION	UNIFORMS	20.29
	101 - GENERAL FUND	11/01/21	5832	CINTAS CORPORATION	UNIFORMS	33.95
	101 - GENERAL FUND	11/01/21	5832	CINTAS CORPORATION	UNIFORMS	33.95
	101 - GENERAL FUND	11/01/21	5832	CINTAS CORPORATION	UNIFORMS	33.95
	305 - COVID-19 EMERGENCY FUND	11/01/21	5832	CINTAS CORPORATION	ULTRACLEAN OFFICES	107.93
	305 - COVID-19 EMERGENCY FUND	11/01/21	5832	CINTAS CORPORATION	ULTRACLEAN	230.80

305 - COVID-19 EMERGENCY FUND	11/01/21	5832	CINTAS CORPORATION	ULTRACLEAN OFFICES	47.05
552 - WATER	11/01/21	5832	CINTAS CORPORATION	UNIFORMS	20.29
552 - WATER	11/01/21	5832	CINTAS CORPORATION	UNIFORMS	33.95
553 - SEWER	11/01/21	5832	CINTAS CORPORATION	UNIFORMS	20.29
553 - SEWER	11/01/21	5832	CINTAS CORPORATION	UNIFORMS	33.95
554 - REFUSE	11/01/21	5832	CINTAS CORPORATION	UNIFORMS	20.30
554 - REFUSE	11/01/21	5832	CINTAS CORPORATION	UNIFORMS	33.95
556 - VITA-PAKT	11/01/21	5832	CINTAS CORPORATION	UNIFORMS	20.30
556 - VITA-PAKT	11/01/21	5832	CINTAS CORPORATION	UNIFORMS	33.94
<b>19792</b>					<b>\$338.00</b>
101 - GENERAL FUND	11/01/21	279	CITY OF PORTERVILLE	SEPTEMBER ANIMALS	338.00
<b>19793</b>					<b>\$39.95</b>
101 - GENERAL FUND	11/01/21	6549	COLANTUONO, HIGHSMI	UNDER COLLECTION UU	39.95
<b>19794</b>					<b>\$6.50</b>
101 - GENERAL FUND	11/01/21	102	CULLIGAN	185 N GALE HILL	6.50
<b>19795</b>					<b>\$734.00</b>
101 - GENERAL FUND	11/01/21	316	DEPT OF JUSTICE	SEPTEMBER FINGERPRI	128.00
101 - GENERAL FUND	11/01/21	316	DEPT OF JUSTICE	SEPTEMBER FINGERPRI	501.00
101 - GENERAL FUND	11/01/21	316	DEPT OF JUSTICE	SEPT. BLOOD ALCOHOL	105.00
<b>19796</b>					<b>\$20,704.93</b>
700 - CDBG REVOLVING LN FUND	11/01/21	2540	DEPT.OF HOUSING & C	CDBG TO HCD 10/15/2	20,704.93
<b>19797</b>					<b>\$73,150.12</b>
720 - HOME REVOLVING LN FUND	11/01/21	2540	DEPT.OF HOUSING & C	HOME TO HCD 10/15/2	73,150.12
<b>19798</b>					<b>\$228.23</b>
400 - WELLNESS CENTER	11/01/21	3733	DIRECTV	059208625-OCT	228.23
<b>19799</b>					<b>\$350.00</b>
400 - WELLNESS CENTER	11/01/21	6366	DJ REY	W.C. 10/23 OPEN HOU	350.00
<b>19800</b>					<b>\$3,706.31</b>
553 - SEWER	11/01/21	5978	DOMINO SOLAR LTD	JB-9325693-00 SEPTE	3,706.31
<b>19801</b>					<b>\$106.80</b>
101 - GENERAL FUND	11/01/21	119	DOUG DELEO WELDING	COUTOFF WHEEL	23.27
552 - WATER	11/01/21	119	DOUG DELEO WELDING	1/4X3 SS NIPPLE	1.59
552 - WATER	11/01/21	119	DOUG DELEO WELDING	TRANSPORT CHAIN W/H	81.94
<b>19802</b>					<b>\$7,928.57</b>
552 - WATER	11/01/21	6113	EAST KAWEAH GSA	FY21 #4-CFF GOVERNA	7,928.57
<b>19803</b>					<b>\$9,000.00</b>
556 - VITA-PAKT	11/01/21	5760	ED & EDNA BROWER IR	VITAPACKT LEASE PMT	9,000.00
<b>19804</b>					<b>\$145.43</b>
101 - GENERAL FUND	11/01/21	633	ENTENMANN-ROVIN CO	CHIEF'S DOME BADGE	145.43
<b>19805</b>					<b>\$6,736.36</b>
552 - WATER	11/01/21	137	FRIANT WATER AUTHOR	SLDMWA NOV. EXCHANG	3,021.36
552 - WATER	11/01/21	137	FRIANT WATER AUTHOR	FKC OM&R NOV COSTS	3,715.00
<b>19806</b>					<b>\$15.46</b>
552 - WATER	11/01/21	1925	FRUIT GROWERS SUPPL	PROPANE	15.46
<b>19807</b>					<b>\$1,130.35</b>
101 - GENERAL FUND	11/01/21	148	GOMEZ AUTO & SMOG	LIC#1400809 LUBE, O	27.00
101 - GENERAL FUND	11/01/21	148	GOMEZ AUTO & SMOG	LIC#1051245 AC COMP	280.65
552 - WATER	11/01/21	148	GOMEZ AUTO & SMOG	BACKHOE-PRESSURE HO	822.70
<b>19808</b>					<b>\$1,050.00</b>
101 - GENERAL FUND	11/01/21	5279	GREG MCQUEEN	BACKGROUND INVESTIG	1,050.00
<b>19809</b>					<b>\$2,157.94</b>
101 - GENERAL FUND	11/01/21	1391	HOME DEPOT	KS SEC. DELTA SS SM	45.85
101 - GENERAL FUND	11/01/21	1391	HOME DEPOT	GALV FLAT SHEET	668.37
101 - GENERAL FUND	11/01/21	1391	HOME DEPOT	PAINT & SUPPLIES	713.48
101 - GENERAL FUND	11/01/21	1391	HOME DEPOT	PAINT AND SUPPLIES	730.24
<b>19810</b>					<b>\$1,147.64</b>
101 - GENERAL FUND	11/01/21	6687	JOSEPH TANNER	TRAVEL EXPENSE ICMA	1,147.64
<b>19811</b>					<b>\$50,104.06</b>
101 - GENERAL FUND	11/01/21	6100	KEENAN & ASSOCIATES	PPO 250 RETIREE NOV	2,587.02
101 - GENERAL FUND	11/01/21	6100	KEENAN & ASSOCIATES	PPO 250 AVTIVE NOV.	39,883.16
101 - GENERAL FUND	11/01/21	6100	KEENAN & ASSOCIATES	COMPLETE CARE NOV.	428.00
101 - GENERAL FUND	11/01/21	6100	KEENAN & ASSOCIATES	PPO 500 ACTIVE NOV.	7,205.88
<b>19812</b>					<b>\$100.00</b>
101 - GENERAL FUND	11/01/21	6531	LARRY ISMAEL	REFUND ARBOR DEPOSI	100.00
<b>19813</b>					<b>\$742.00</b>
101 - GENERAL FUND	11/01/21	4076	LIEBERT CASSIDY WHI	MATTER:LI012-00001	159.00
101 - GENERAL FUND	11/01/21	4076	LIEBERT CASSIDY WHI	MATTER:LI012-00004	583.00
<b>19814</b>					<b>\$640.00</b>
101 - GENERAL FUND	11/01/21	6225	LIFTOFF LLC	OFFICE 365 PLAN G1&	640.00
<b>19815</b>					<b>\$1,298.43</b>
400 - WELLNESS CENTER	11/01/21	5788	LINCOLN AQUATICS	BULK LIQUID CHLORIN	614.18
400 - WELLNESS CENTER	11/01/21	5788	LINCOLN AQUATICS	BULK LIQUID CHLORIN	684.25
<b>19816</b>					<b>\$2,784.23</b>
101 - GENERAL FUND	11/01/21	4067	LINCOLN NAT'L INSUR	NOVEMBER DENTAL PLA	2,784.23
<b>19817</b>					<b>\$1,431.25</b>
600 - CAPITAL IMPROVEMENT	11/01/21	2548	LOCAL GOVERNMENT CO	4-428 HERMOSA CORRI	1,431.25

<b>19818</b>						<b>\$2,958.23</b>
	101 - GENERAL FUND	11/01/21	6550	MARIO SAGREDO ELECT	CITY HALL PARKING L	2,651.52
	101 - GENERAL FUND	11/01/21	6550	MARIO SAGREDO ELECT	CITY HALL LABOR	306.71
<b>19819</b>						<b>\$295.00</b>
	101 - GENERAL FUND	11/01/21	6437	MORINDA MEDICAL GRO	SEPTEMBER 2021 CLAI	295.00
<b>19820</b>						<b>\$2,831.52</b>
	552 - WATER	11/01/21	5753	MUNIQUP LLC	POLES, CABLE SOCKET	2,831.52
<b>19821</b>						<b>\$446.71</b>
	101 - GENERAL FUND	11/01/21	5625	NGLIC-SUPERIOR VISI	NOVEMBER VISION PLA	446.71
<b>19822</b>						<b>\$3,350.00</b>
	552 - WATER	11/01/21	6513	OROSCO'S BACKFLOW S	ANNUAL BACKFLOW TES	3,350.00
<b>19823</b>						<b>\$1,003.89</b>
	552 - WATER	11/01/21	6673	PACE SUPPLY CORP	FOR52 CTS PE INSERT	16.18
	552 - WATER	11/01/21	6673	PACE SUPPLY CORP	BRS BALL VLV CURB S	987.71
<b>19824</b>						<b>\$1,825.30</b>
	553 - SEWER	11/01/21	4618	PROVOST & PRITCHARD	WWTP SAMPLING-PFAS/	439.30
	553 - SEWER	11/01/21	4618	PROVOST & PRITCHARD	GWM&R EAST PONDS	218.00
	556 - VITA-PAKT	11/01/21	4618	PROVOST & PRITCHARD	SWORLCO LAA GW MONI	1,168.00
<b>19825</b>						<b>\$6,562.20</b>
	101 - GENERAL FUND	11/01/21	399	QUAD KNOPF,INC.	9/5-10/9 PALM TERRA	1,314.80
	101 - GENERAL FUND	11/01/21	399	QUAD KNOPF,INC.	9/5-10/9 PARK ESTAT	132.50
	101 - GENERAL FUND	11/01/21	399	QUAD KNOPF,INC.	9/5-10/9 MISSION ES	172.30
	101 - GENERAL FUND	11/01/21	399	QUAD KNOPF,INC.	9/5-10/9 ENGINEERIN	364.50
	101 - GENERAL FUND	11/01/21	399	QUAD KNOPF,INC.	9/5-10/9 PALM TERRA	375.50
	101 - GENERAL FUND	11/01/21	399	QUAD KNOPF,INC.	9/5-10/2 PLANNING	419.60
	101 - GENERAL FUND	11/01/21	399	QUAD KNOPF,INC.	9/5-10/2 WWTP ANNEX	77.00
	101 - GENERAL FUND	11/01/21	399	QUAD KNOPF,INC.	9/5-10/9 1001 FRESN	837.00
	600 - CAPITAL IMPROVEMENT	11/01/21	399	QUAD KNOPF,INC.	SEPT-PEDESTRIAN PAT	2,869.00
<b>19826</b>						<b>\$3,188.01</b>
	101 - GENERAL FUND	11/01/21	285	QUILL CORPORATION	OFFICE SUPPLIES	121.97
	101 - GENERAL FUND	11/01/21	285	QUILL CORPORATION	OFFICE SUPPLIES	184.83
	101 - GENERAL FUND	11/01/21	285	QUILL CORPORATION	REFILL INK	5.87
	101 - GENERAL FUND	11/01/21	285	QUILL CORPORATION	MONITOR & MOUSE PAD	152.20
	101 - GENERAL FUND	11/01/21	285	QUILL CORPORATION	OPERATING SUPPLIES	173.73
	101 - GENERAL FUND	11/01/21	285	QUILL CORPORATION	VISION CRAFT CENTER	198.74
	101 - GENERAL FUND	11/01/21	285	QUILL CORPORATION	OPERATING SUPPLIES	31.96
	101 - GENERAL FUND	11/01/21	285	QUILL CORPORATION	OPERATING SUPPLIES	46.75
	101 - GENERAL FUND	11/01/21	285	QUILL CORPORATION	CABINET STORAGE	632.60
	101 - GENERAL FUND	11/01/21	285	QUILL CORPORATION	DESK & SHELF BOOKCA	675.76
	101 - GENERAL FUND	11/01/21	285	QUILL CORPORATION	OPERATING SUPPLIES	69.35
	101 - GENERAL FUND	11/01/21	285	QUILL CORPORATION	OPERATING SUPPLIES	79.77
	101 - GENERAL FUND	11/01/21	285	QUILL CORPORATION	ROCKER RECLINER	793.09
	305 - COVID-19 EMERGENCY FUND	11/01/21	285	QUILL CORPORATION	GLOVES	21.39
<b>19827</b>						<b>\$0.00</b>
	101 - GENERAL FUND	11/01/21	6603	RAMONA CAUDILLO	VOID AND REISSUE, CK #19847	194.40
	101 - GENERAL FUND	11/01/21	6603	RAMONA CAUDILLO	VOID AND REISSUE, CK #19847	(194.40)
	101 - GENERAL FUND	11/01/21	6603	RAMONA CAUDILLO	VOID AND REISSUE, CK #19847	456.00
	101 - GENERAL FUND	11/01/21	6603	RAMONA CAUDILLO	VOID AND REISSUE, CK #19847	(456.00)
	101 - GENERAL FUND	11/01/21	6603	RAMONA CAUDILLO	VOID AND REISSUE, CK #19847	46.06
	101 - GENERAL FUND	11/01/21	6603	RAMONA CAUDILLO	VOID AND REISSUE, CK #19847	(46.06)
<b>19828</b>						<b>\$500.00</b>
	101 - GENERAL FUND	11/01/21	3622	RLH FIRE PROTECTION	MCDERMONT ELEVATOR	500.00
<b>19829</b>						<b>\$1,800.00</b>
	101 - GENERAL FUND	11/01/21	6704	SHAWN SANDERS	REFUND LOT LINE DUP	1,800.00
<b>19830</b>						<b>\$37.00</b>
	553 - SEWER	11/01/21	307	SILVAS OIL COMPANY	REDTAC GREASE #2	37.00
<b>19831</b>						<b>\$7,507.32</b>
	101 - GENERAL FUND	11/01/21	310	SOUTHERN CA. EDISON	700291172119	16.54
	101 - GENERAL FUND	11/01/21	310	SOUTHERN CA. EDISON	LATE CHARGE	4.01
	261 - GAS TAX FUND	11/01/21	310	SOUTHERN CA. EDISON	700506806452	114.66
	261 - GAS TAX FUND	11/01/21	310	SOUTHERN CA. EDISON	8000599029 PYMT ARR	118.26
	261 - GAS TAX FUND	11/01/21	310	SOUTHERN CA. EDISON	8000600507 PYMT ARR	118.27
	261 - GAS TAX FUND	11/01/21	310	SOUTHERN CA. EDISON	700345129983	131.90
	261 - GAS TAX FUND	11/01/21	310	SOUTHERN CA. EDISON	700477296224	160.83
	261 - GAS TAX FUND	11/01/21	310	SOUTHERN CA. EDISON	700477332697	208.03
	261 - GAS TAX FUND	11/01/21	310	SOUTHERN CA. EDISON	700439853113	250.75
	261 - GAS TAX FUND	11/01/21	310	SOUTHERN CA. EDISON	8000600507	55.26
	261 - GAS TAX FUND	11/01/21	310	SOUTHERN CA. EDISON	8000599029	70.17
	400 - WELLNESS CENTER	11/01/21	310	SOUTHERN CA. EDISON	700470455603	5,855.44
	553 - SEWER	11/01/21	310	SOUTHERN CA. EDISON	700152858405	88.15
	891 - PELOUS RANCH	11/01/21	310	SOUTHERN CA. EDISON	700424206609	315.05
<b>19832</b>						<b>\$60.00</b>
	101 - GENERAL FUND	11/01/21	6608	STAFF-WORTHY	PRE-EMPLOYMENT SCRE	60.00
<b>19833</b>						<b>\$334.07</b>
	101 - GENERAL FUND	11/01/21	6703	STERICYCLE INC	SEPTEMBER SHRED IT	334.07

<b>19834</b>						<b>\$3,901.59</b>
	101 - GENERAL FUND	11/01/21	6146	SUPERION, LLC	10/1/21-10/31/21	975.39
	552 - WATER	11/01/21	6146	SUPERION, LLC	10/1/21-10/31/21	975.40
	553 - SEWER	11/01/21	6146	SUPERION, LLC	10/1/21-10/31/21	975.40
	554 - REFUSE	11/01/21	6146	SUPERION, LLC	10/1/21-10/31/21	975.40
<b>19835</b>						<b>\$2,624.08</b>
	263 - TRANSPORTATION	11/01/21	518	TCAG	1ST HALF FY21/22 DU	2,624.08
<b>19836</b>						<b>\$2,624.07</b>
	263 - TRANSPORTATION	11/01/21	518	TCAG	2ND HALF FY21/22 DU	2,624.07
<b>19837</b>						<b>\$3,862.66</b>
	101 - GENERAL FUND	11/01/21	5755	TELEPACIFIC COMMUNI	10/9/21-11/8/21	551.81
	101 - GENERAL FUND	11/01/21	5755	TELEPACIFIC COMMUNI	10/9/21-11/8/21	551.81
	101 - GENERAL FUND	11/01/21	5755	TELEPACIFIC COMMUNI	10/9/21-11/8/21	551.81
	101 - GENERAL FUND	11/01/21	5755	TELEPACIFIC COMMUNI	10/9/21-11/8/21	551.80
	400 - WELLNESS CENTER	11/01/21	5755	TELEPACIFIC COMMUNI	10/9/21-11/8/21	551.81
	552 - WATER	11/01/21	5755	TELEPACIFIC COMMUNI	10/9/21-11/8/21	551.81
	553 - SEWER	11/01/21	5755	TELEPACIFIC COMMUNI	10/9/21-11/8/21	551.81
<b>19838</b>						<b>\$37.26</b>
	400 - WELLNESS CENTER	11/01/21	144	THE GAS COMPANY	09237527180	37.26
<b>19839</b>						<b>\$153.54</b>
	101 - GENERAL FUND	11/01/21	6551	TIME WARNER CABLE	APRIL & OCT 1060766	153.54
<b>19840</b>						<b>\$687.32</b>
	400 - WELLNESS CENTER	11/01/21	3396	TK ELEVATOR CORPORA	W.C. NOV. MAINTENAN	343.66
	400 - WELLNESS CENTER	11/01/21	3396	TK ELEVATOR CORPORA	W.C. OCT. MAINTENAN	343.66
<b>19841</b>						<b>\$1,350.00</b>
	553 - SEWER	11/01/21	793	TULARE COUNTY AUDIT	SEWER ROLL CORRECTI	412.50
	554 - REFUSE	11/01/21	793	TULARE COUNTY AUDIT	TRASH ROLL CORRECTI	937.50
<b>19842</b>						<b>\$2,390.56</b>
	554 - REFUSE	11/01/21	1513	UNITED RENTALS, INC	CLEANUP EVENT REFUS	2,390.56
<b>19843</b>						<b>\$3,900.96</b>
	101 - GENERAL FUND	11/01/21	5747	UNITED STAFFING	10/17/21 MAYRA C.	241.92
	101 - GENERAL FUND	11/01/21	5747	UNITED STAFFING	10/24/21 JESUS V.	268.80
	101 - GENERAL FUND	11/01/21	5747	UNITED STAFFING	10/24/21 JESUS V.	268.80
	101 - GENERAL FUND	11/01/21	5747	UNITED STAFFING	10/24/21 JESUS V.	268.80
	101 - GENERAL FUND	11/01/21	5747	UNITED STAFFING	10/27-LAWRENCE, JES	312.48
	101 - GENERAL FUND	11/01/21	5747	UNITED STAFFING	10/27-LAWRENCE, JES	312.48
	101 - GENERAL FUND	11/01/21	5747	UNITED STAFFING	10/27-LAWRENCE, JES	312.48
	101 - GENERAL FUND	11/01/21	5747	UNITED STAFFING	10/24/21 MAYRA C.	403.20
	101 - GENERAL FUND	11/01/21	5747	UNITED STAFFING	10/10-LAWRENCE, JES	504.00
	101 - GENERAL FUND	11/01/21	5747	UNITED STAFFING	10/10-LAWRENCE, JES	504.00
	101 - GENERAL FUND	11/01/21	5747	UNITED STAFFING	10/10-LAWRENCE, JES	504.00
<b>19844</b>						<b>\$1,707.65</b>
	552 - WATER	11/01/21	356	USA BLUEBOOK	FREE CHLORINE REAGE	858.56
	553 - SEWER	11/01/21	356	USA BLUEBOOK	MULTIFUNCTION VALVE	234.90
	553 - SEWER	11/01/21	356	USA BLUEBOOK	RAIN GAUGE	33.10
	553 - SEWER	11/01/21	356	USA BLUEBOOK	HEAVY DUTY BEAKER	48.65
	553 - SEWER	11/01/21	356	USA BLUEBOOK	BLACK HDPE TUBING	532.44
<b>19845</b>						<b>\$658.19</b>
	101 - GENERAL FUND	11/01/21	1041	VERIZON WIRELESS	642065758-00004 SEP	658.19
<b>19846</b>						<b>\$1,490.72</b>
	261 - GAS TAX FUND	11/01/21	368	VOLLMER EXCAVATION,	LOAD OF DG	311.40
	552 - WATER	11/01/21	368	VOLLMER EXCAVATION,	LOAD OF COLD MIX	1,179.32
<b>19847</b>						<b>\$495.75</b>
	101 - GENERAL FUND	11/01/21	6603	RAMONA CAUDILLO	SUPER 8 MOTEL REFUN	194.40
	101 - GENERAL FUND	11/01/21	6603	RAMONA CAUDILLO	TRAVEL MILEAGE CAL	255.36
	101 - GENERAL FUND	11/01/21	6603	RAMONA CAUDILLO	TRAVEL EXPENSE LEAG	45.99
<b>EDD102</b>						<b>\$5,846.82</b>
	101 - GENERAL FUND	10/27/21	687	STATE OF CALIFORNIA	PRPD 10/22/21 PIT&S	5,846.82
<b>IRS102</b>						<b>\$33,777.44</b>
	101 - GENERAL FUND	10/27/21	2011	INTERNAL REVENUE SE	PRPD 10/22/21 FED T	14,551.62
	101 - GENERAL FUND	10/27/21	2011	INTERNAL REVENUE SE	PRPD 10/22/21 FICA/	19,225.82



**Monthly Treasurer's Report**  
**October 31, 2021**  
**Cash Balances Classified by Depository**

**CASH RESOURCES**

LOCATION	GL ACCOUNT #	TYPE	BALANCE
Cash Register Funds (City Hall & Wellness)	100-102	RES	\$800
Bank of the Sierra- Depository Account	100-114	GEN	\$2,980,061
Bank of the Sierra - AP/Operating	100-100	GEN	\$290,592
Bank of the Sierra - Payroll	100-106	GEN	\$437,677
Bank of the Sierra - Wellness Center	100-500	GEN	\$710,479
Bank of the Sierra - Impound Account	100-120	RES	\$105,436
LAIF Savings: City & Successor Agency	100-103	INV-RES	\$5,932,134
MBS Investments	100-700	INV-RES	854,935
<b>TOTAL</b>			<b>\$11,312,114</b>

**CASH EXPENDED**

ACCOUNTS PAYABLE & PAYROLL	AMOUNT
Accounts Payable	\$1,007,966
Payroll (October 8th Payday)	\$357,242
Payroll (October 22rd Payday)	\$332,814
<b>TOTAL</b>	<b>\$ 1,698,022</b>

DEBT SERVICE	AMOUNT
<b>TOTAL</b>	<b>\$ -</b>

**INVESTMENTS**

**INVESTMENT POLICY COMPLIANCE**

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

<b>INVESTED FUNDS</b>	<b>\$6,787,069</b>
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Respectfully submitted,

*Juana Espinoza*

Director of Finance  
 City of Lindsay

**ABBREVIATIONS**

GEN: GENERAL UNRESTRICTED  
 RES: RESTRICTED ACTIVITY  
 INV: INVESTMENT



**City of Lindsay**  
EMPLOYMENT OPPORTUNITY  
EXECUTIVE PROJECTS MANAGER

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**Class Title:** EXECUTIVE PROJECTS MANAGER  
**Department:** CITY MANAGER  
**Location:** 250 E. Honolulu, Lindsay, CA

**Compensation:** \$69,226-83,867 Annual  
**Step Range:** EXEMPT STEP RANGE 1-7  
**Union:** MISC

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**GENERAL PURPOSE**

As a key member of the City Manager's Office, this position will be involved in a wide variety of complex duties in support of citywide and organizational objectives. The position will direct and manage executive projects and programs, including those in high-priority and high-profile areas such as economic development, citywide communications and engagement, public communication and engagement, special projects and initiatives, strategic planning, and others as identified by the City Manager.

**SUPERVISION RECEIVED**

Reports to the City Manager.

**SUPERVISION EXERCISED**

Exercises functional direction over assigned staff and facilitates project collaboration as directed by the City Manager.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

Duties may include but are not limited to:

- Coordinating citywide programs, activities, and policy development with other city officials, departments, outside agencies, organizations, and the public as required.
- Providing responsible and complex staff support to the City Council and the City Manager.
- Conferring with City Manager, Department Heads, and other staff to coordinate the City's efforts on high priority economic development opportunities, including the development of a City grants committee and portfolio.
- Coordinating across departments on interdepartmental activities, including leading executive-level and special projects and assignments to assure timely response or completion.
- Serving as a City liaison to outside groups and other local agencies on specific projects and needs as assigned.
- Writing and participating in the preparation and presentation of comprehensive reports and recommendations on assigned projects.
- Communicating official plans, policies, and procedures to City Council, staff and the public as required.
- Assisting in the City's goal setting and budget process and developing and presenting reports on key outcomes as required.
- Studies and makes recommendations regarding complex legislative, regulatory, legal and policy issues.
- Analyze existing or proposed operating procedures or programs on a citywide basis, recommending revisions or new procedures or programs to promote efficient, effective, and consistent delivery of services.
- Representing the City at various events and meetings to further the goals and interests of the city.
- Providing other highly responsible and complex professional assistance to the City Manager.
- Providing management and supervisory support for specific functions as assigned.
- Serving as City Manager's designee on issues as assigned.
- Other duties as assigned.





**City of Lindsay**  
EMPLOYMENT OPPORTUNITY  
EXECUTIVE PROJECTS MANAGER

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**KNOWLEDGE, ABILITIES AND SKILLS**

- Analytical and management experience preferably in a public agency involving analyzing, recommending, developing, or leading policies, procedures and programs on a variety of issues.
- Experience working with local government officials (both elected and staff-level) and other business and community leaders.
- Excellent time management skills and ability to handle high-stakes situations with professionalism and tact.
- Ability to balance competing priorities.
- Ability to quickly understand complex and multidimensional concepts.
- Ability to effectively research and evaluate new information.
- Ability to communicate clearly and concisely both orally and in writing.
- Ability to effectively meet and deal with the public and provide excellent customer service.
- Ability to effectively engage with both internal and external stakeholders.
- Ability to establish and proactively maintain collaborative working relationships with those contacted in the course of work including community groups, elected officials, boards, and other agencies.
- A passion for public service and openness to new ideas.
- Knowledge of standard office procedures, methods and computer equipment.
- Proficiency in computer software including Word, Excel, Power Point, Adobe Acrobat and related programs.

**EDUCATION**

Any combination of training and experience that would provide the required knowledge, skills, and abilities combined with a bachelor's degree from an accredited college or university with major coursework in public administration, public policy, political science, business administration, or a related field.

**LICENSE OR CERTIFICATE**

Valid California Class C Driver's License.

**PHYSICAL DEMANDS/ADA**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to walk; use hands to finger, handle, or feel objects, tools, or controls; and reach with hands and arms. The employee must occasionally lift and/or move up to 25 pounds. Occasionally climb a footstool or ladder for the purpose s of retrieving records, Ability to get from one location to another in the course of doing business. Specific vision abilities required by this job include close vision and the ability to adjust focus.

**WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually quiet.



**City of Lindsay**  
EMPLOYMENT OPPORTUNITY  
EXECUTIVE PROJECTS MANAGER

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**SELECTION GUIDELINES**

Formal application, rating of education and experience; oral interview and reference check; job related tests may be required.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

**SALARY & BENEFITS**

TIER 1 \$68,226-91,429 ANNUAL – TIER1 STEP RANGE 1-7 – Employees Hired prior to 07/01/2018

TIER 2 \$68,226-83,867 ANNUAL – TIER 2 STEP RANGE 1-7 – Employees Hired after 07/01/2018

MID-MANAGEMENT - 10 Vacation Days, 13 Holidays, 10 Sick Leave days, Medical, Dental and Vision Plans, Life Insurance, Cal Pers Retirement, Deferred Comp, Employee Credit Union, Aflac and Cafeteria Plan. Department Heads earn additional admin leave time and the deferred comp match. Please see City of Lindsay website Human Resource page for further benefit details.



## STAFF REPORT

**TO:** Lindsay City Council  
**FROM:** Mayra Espinoza-Martinez, City Clerk and Assistant to the City Manager  
**DEPARTMENT:** City Manager, Public Safety, City Services, and Finance Departments  
**ITEM NO.:** 9.5  
**MEETING DATE:** November 9, 2021

### ACTION & RECOMMENDATION

Consider the Minute Order Approval of the City of Lindsay Fleet Management and Replacement Policy.

### BACKGROUND | ANALYSIS

The Public Safety and City Services Department have collaborated to draft a citywide policy for the management and replacement of all city vehicles (fleet). The policy presented is a living document that will be modified and updated annually or as needed to reflect changes in the City of Lindsay’s organizational climate, the changing needs of our internal customers, and changes in the automotive and equipment industry.

The policy presented provides a uniform set of guidelines so as to evaluate the safety and efficiency of the City’s fleet and will also be integral to the City Manager and the Finance Director in the annual budgeting process. The primary objective is to control the overall cost of operating and maintaining the City of Lindsay’s fleet, to maintain vehicles and equipment in a manner that extends their useful life, to control the growth in size of the fleet, to standardize the composition of the fleet and to accurately budget for maintenance and replacement costs.

Each vehicle will be evaluated based on the following criteria:

Factor	Points (1 Excellent – 5 Poor) See Replacement Guidelines for Point Range Details
Age	
Mileage/Hours	
Reliability	
Maintenance	
Overall Condition	
Total	

Point Ranges	Condition	Recommendation (Circle One)
0-23	Excellent	Do not replace



## STAFF REPORT

24-28	Very Good	Re-evaluate for next year's budget
29-33	Good	Qualifies for replacement this year if M/R cost exceed 60% of cost
34-38	Fair	Qualifies for replacement this year if budget allows
39+	Poor	Priority replacement

The City Services and Public Safety Departments are assigned the overall responsibility for managing the City's fleet of vehicles and construction/maintenance equipment. Each department is responsible for the maintenance and repair of the vehicles assigned to their department and staff. A complete listing of the vehicles and equipment assigned to each department will be maintained and updated by department heads or their designees in a Fleet Management Master Spreadsheet to be provided to the Finance Department and City Manager on an annual basis or as needed.

If approved, this policy will be presented to the State Auditor as part of the November 2021 Corrective Action Plan.

### **FISCAL IMPACT**

N/A.

### **ATTACHMENTS**

- Draft City of Lindsay Fleet Management and Replacement Policy
- Fleet Management and Replacement Master Spreadsheet

**City of Lindsay**  
**Fleet Management and Replacement Policy**

**Approved on MM-DD-YYYY**

**Mission Statement**

To establish efficient and effective delivery of municipal services by providing customer departments with safe, reliable, economical and environmentally sound transportation and related support services that are responsive to their needs and that preserve vehicle value and equipment investment.

**Objectives**

The primary objective is to control the overall cost of operating and maintaining the City of Lindsay's fleet of vehicles and equipment, to maintain vehicles and equipment in a manner that extends their useful life, to control the growth in size of the fleet, to standardize the composition of the fleet and to accurately budget for maintenance and replacement costs. All new purchases for vehicles and equipment are coordinated through department heads or their designees for recommendation to the City Manager.

The purpose of this document is to provide a written vehicle replacement plan, and the specific vehicle and equipment needs and requirements of the fleet. Since each municipality's fleet and usage is unique, a universal management guide does not exist that can be applied to all types of fleets for every locality. This is a living document that will be modified and updated annually or as needed to reflect changes in the City of Lindsay's organizational climate, the changing needs of our internal customers, and changes in the automotive and equipment industry.

**Key Customers**

- Police
- Fire
- City Services
- Planning & Development
- Park & Recreations
- Administration

## **Background**

The City of Lindsay City Services and Public Safety Departments are assigned the overall responsibility for managing the City's fleet of vehicles and construction/maintenance equipment. The City Services Department works in conjunction with the Public Safety Department to: develop vehicle and equipment replacement schedules; acquire vehicles and equipment; and reassign and dispose of vehicles and equipment.

Every department is responsible for the maintenance and repair of the vehicles assigned to their department and staff. A complete listing of the vehicles and equipment assigned to each department will be maintained and updated by department heads or their designees in a Fleet Management Master Spreadsheet to be provided to the Finance Department and City Manager on an annual basis or as needed.

## **Maintenance**

The goal of the City Services and Public Safety Department vehicle and equipment maintenance practices is to keep vehicles and equipment in sound operating condition. Preventive maintenance routines and intervals are followed by our selective mechanic services and are based on local driving conditions and manufacturer's recommendations, for each type of vehicle or equipment and each type of maintenance service. Maintenance costs represent a significant portion of the total cost to own and operate a vehicle or piece of heavy equipment and tend to increase as a vehicle or equipment ages. Escalating maintenance costs are a key factor in determining when to replace a fleet vehicle. In addition to the added cost of maintenance as a vehicle ages, there is an additional cost to the municipality when a vehicle is in the garage receiving maintenance and not available for use. Preventive maintenance is the key to avoiding the repair or replacement of costly major vehicle components such as engines, transmissions and drive trains. Our selected mechanic services make adjustments to the manufacturer's recommendations based on the specific vehicle's use. For example, a police vehicle may idle for an extended period of time while an officer monitors a high-risk area. When an engine idles, it incurs wear and tear that will require future maintenance. As a result, the maintenance schedule for a vehicle that runs idle 50 percent of the time may be as frequent as that of a comparable one that drives more miles.

Accurate and complete vehicle/equipment maintenance records are to be kept by departments. These records are a key tool for making fleet management decisions. Vehicle maintenance costs are variable and distinct to each vehicle. Pertinent records maintained for each vehicle are:

- vehicle maintenance logs
- fuel usage logs
- Cumulative costs of parts, labor, and overhead by a vehicle over its life.

## **Replacement**

The City of Lindsay City Services and Public Safety Departments are tasked with the review and application of replacement standards based on their respective industry guidelines for the operation and maintenance of vehicles and equipment.

This policy takes a responsible approach to vehicle management. Its focus is fleet management, of which vehicle replacements is just one part of the process. Many factors will be considered before a vehicle is confirmed for replacement; any one factor can initiate the vehicle review process, but each is independent of the others. Since each vehicle is assessed on many elements besides age, this policy allows much greater flexibility for vehicle replacement. A vehicle may not have reached a fixed age replacement requirement to be eligible for replacement under this policy.

## **Development of Guidelines/Procedures**

The City Services and Public Safety Departments have inventoried existing vehicles and equipment and prepared a replacement schedule for all City vehicles and equipment. The schedule will be updated annually and will be used as the basis for planning for the replacement of vehicles and equipment. The vehicle and equipment replacement schedule will include the following information for each vehicle or unit of capital equipment:

- Age in years (also known as life)
- Usage in hours or miles.
- Useful life (based on commonly used standards for municipal vehicles and equipment)
- Reliability (down time for repairs not related to preventative maintenance)
- Cost of Maintenance and Repairs.
- Overall condition: mechanical, operating, safety, or appearance.
- Vehicle/equipment year, mileage/hour thresholds
- Funding

A vehicle maintenance evaluation will be conducted a minimum of once a year per vehicle or equipment, unless conditions change due to an accident or large repair then an immediate evaluation should be completed. The vehicle maintenance evaluation is performed by the designee of the department from which it is assigned and provided to the City Services or Public Safety Department.

If the evaluation proves the vehicle would be economical to retain for an additional year, the vehicle will be targeted for retention in as-is service or be refurbished and returned to service in the same assignment or reassigned. In some cases, it may be reassigned to other departments with "low usage" requirements.

Depending on the availability of funds, vehicles and equipment will be replaced when they are



at the end of their economic life, no longer safe to operate, not reliable enough to perform their intended function, or when there is a demonstrated cost saving to the City of Lindsay.

All vehicles acquired and maintained by the City of Lindsay are recommended for replacement in accordance with adopted guidelines/procedures and all departments are responsible for complying with these guidelines/procedures.

**Reassignment and Disposal of Vehicles and Equipment**

The vehicle and equipment fleet is sized to meet the current needs of the City. Fleet vehicles and heavy equipment can be reassigned to replace units currently assigned to other departments. In those instances, the older units will be disposed. Annually, department heads or their designees will meet with the City Manager and Finance Director to review the vehicle and equipment replacement schedule, and plan for the reassignment or disposal of vehicles and equipment that have qualified to be replaced. Trade in, sealed bids, internet auctions, trade journal advertisements, and public auctions will be utilized for the disposal of vehicles and heavy equipment.

# Fleet Management and Replacement Policy

## Annual Evaluation Form

**Department (Circle One):**      Public Safety      Public Works

**Evaluator Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**VIN or Serial Number:** \_\_\_\_\_

**License:** \_\_\_\_\_ **Other ID:** \_\_\_\_\_

**Make:** \_\_\_\_\_ **Model:** \_\_\_\_\_ **Year:** \_\_\_\_\_

**Mileage:** \_\_\_\_\_ **Estimated Hours:** \_\_\_\_\_

**Date Acquired:** \_\_\_\_\_ **Estimated Annual Maintenance \$** \_\_\_\_\_

Factor	Points (1 Excellent – 5 Poor) See Replacement Guidelines for Point Range Details
Age	
Mileage/Hours	
Reliability	
Maintenance	
Overall Condition	
Total	

Point Ranges	Condition	Recommendation (Circle One)
0-23	Excellent	Do not replace
24-28	Very Good	Re-evaluate for next year's budget
29-33	Good	Qualifies for replacement this year if M/R cost exceed 60% of cost
34-38	Fair	Qualifies for replacement this year if budget allows
39+	Poor	Priority replacement

**Comments:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Evaluator Signature:** \_\_\_\_\_

**Point Range Details for Sedans, SUV's, Trucks (1 Ton or Less)**

**Replacement Guidelines**

<b>Factor</b>	<b>Points</b>	<b>Description</b>
Age/Hours Usage Type of Service	1	Each year of Chronological Age
	1	Each 10,000 miles or 250 hours
	1	Standard Sedans, SUV's, Pickups
	2	Standard vehicles with occasional off-road use
	3	Any vehicle that pulls, trailers, hauls heavy loads and has continued off-road usage
	4	Any vehicle involved in critical essential emergency services
	5	Police Units
Reliability PM Work Not Included	1	In shop one time within 3 month time period, no major breakdowns or road calls
	2	In shop one time within 3 month time period, with 1 breakdown or road call
	3	In shop more than once within 3 month time period, with 1 breakdown or road call
	4	In shop more than twice within one month time period, with 1 or more breakdown or roadcalls in the same time period
	5	In shop more than twice monthly, 2 or more breakdowns within one month time period
M&R Costs Incident Repair Not Included	1	Maintenance costs are less than or equal to 20% of replacement cost
	2	Maintenance costs are 21-40% of replacement cost
	3	Maintenance costs are 41-60% of replacement cost
	4	Maintenance costs are 61-80% of replacement cost
	5	Maintenance costs are greater than or equal to 81% of replacement costs
Condition	1	No visual damage or rust, good drive train
	2	Minor imperfections in body & paint, interior fair (no rips, tears, burns), good drive train
	3	Noticeable imperfections in body & paint surface, minor rust, minor damage for add-onequipment, worn interior (one or more rips, tears, burns) and weak or noisy drive train.
	4	Previous accident damage, poor paint & body condition, rust (holes), bad interior (rips, tears, cracked dash), major damage for add-on equipment and drive train component bad
	5	Previous accident damage, poor paint & body condition, rust (holes), bad interior (rips, tears, cracked dash), drive train is damaged or inoperative and major damage from add-onequipment
<b>Point Ranges</b>	<b>Condition</b>	<b>Description</b>
0-23	Excellent	Do Not Replace
24-28	Very Good	Re-evaluate for next year's budget
29-33	Good	Qualifies for replacement this year if M/R cost exceed 60% of cost
34-38	Fair	Qualifies for replacement this year if budget allows

39+	Poor	Needs priority replacement
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## Point Range Details for Heavy Equipment and Vehicles

### Replacement Guidelines

Factor	Points	Description
Age/Hours Usage Type of Service	1	Each year of Chronological Age
	1	Each 10,000 miles or 250 hours
	1	Standard duties as equipped
	2	Standard duties when used with attachments
	3	Multiple duties on seasons
	4	Extreme duties in harmful atmosphere (dust, salt, water, waste solids)
	5	Heavy Construction work
M&R Costs Incident Repair Not Included	1	In shop one time within 3 month time period, no major breakdowns or road calls
	2	In shop one time within 3 month time period, with 1 breakdown or road call
	3	In shop more than once within 3 month time period, with 1 breakdown or road call
	4	In shop more than twice within one month time period, with 1 or more breakdown or roadcalls in the same time period
	5	In shop more than twice monthly, 2 or more breakdowns within one month time period
M&R Costs Incident Repair Not Included	1	Maintenance costs are less than or equal to 20% of replacement cost
	2	Maintenance costs are 21-40% of replacement cost
	3	Maintenance costs are 41-60% of replacement cost
	4	Maintenance costs are 61-80% of replacement cost
	5	Maintenance costs are greater than or equal to 81% of replacement costs
Condition	1	Good condition, fully functional
	2	Fair body, functional
	3	Minor body damage, weak operating system
	4	Severe damage, components not functional
	5	Extreme damage, inoperable.
Point Ranges	Condition	Description
0-23	Excellent	Do Not Replace
24-28	Very Good	Re-evaluate for next year's budget
29-33	Good	Qualifies for replacement this year if M/R cost exceed 60% of cost
34-38	Fair	Qualifies for replacement this year if budget allows
39+	Poor	Needs priority replacement

### Vehicles / Equipment Thresholds

Vehicle Category	Life Cycle	Mileage/ Eval. Points
Police Cars	6	100,000
Police SUV's	6	100,000
Sedans / SUV's	6	100,000
Light Trucks (1/2 - 3/4 ton)	7	150,000
Medium Trucks (3/4 - 2 Ton)	10	150,000
Heavy Trucks (over 2 ton)	12	200,000
Fire SUV's	6	100,000
Fire Apparatus - Front Line	10	150,000
Fire Apparatus - Back Up	20	250,000
	7	100,000
	14	200,000
	7	100,000
Street Sweeper	15	200,000
	15	34+
	10	34+
	20	34+
Tractor	20	34+
	15	34+
Backhoe	15	34+
Skid Steer	15	34+
Wood Chipper	20	34+
Portable Air Compressor	20	34+

VIN	License	Other ID	Make	Model	Year	Mileage	Est. Hours	Est. Miles/Year	Date Acquired	Est. Annual Maintenance	Comments	Recommendation	Fiscal Year	Notes	Last Updated:
			Dodge	Ram	2001	208585	-	330	36825	295.09	White/Marked/Animal Control Truck	Priority Replacement	2021-2022		11/5/2021
			Ford	Crown Victoria	2005	155047	-	9686	41275	2224.95	Black/Marked/Cage	Priority Replacement	2021-2022		
			Ford	Crown Victoria	2006	199055	-	10509	42161	3465.16	Black/Marked/Cage	Priority Replacement	2021-2022		
			Ford	Fusion	2011	141101	-	11320	39970	3282.99	Black/Marked/Cage	Priority Replacement	2021-2022		
			Ford	Fusion	2011	165005	-	12056	40335	2886.5	White/Marked/Cage	Priority Replacement	2021-2022		
			Toyota	Highlander	2006	135863	-	5547	38509	1578.12	White/Marked/Cage	Priority Replacement	2021-2022		
			Amer. LaFrance	Eagle	2000	78916	7776	688	6/6/2009	\$3,654.96	White 750 Gallon Poly Tank- Class A & B Foam	Re-Evaluate for Next Budget	2022-2023		
			Chevrolet	Silverado	2011	130595	-	9728	40335	\$4,085.01	White/Unmarked/No Cage	Re-Evaluate for Next Budget	2022-2023		
			Toyota	Highlander	2006	130121	-	9729	38509	1321.29	White/Marked/Cage	Re-Evaluate for Next Budget	2022-2023		
			Toyota	Highlander	2006	127371	-	9276	38509	1890.53	White/Marked/Cage	Re-Evaluate for Next Budget	2022-2023		
			Toyota	Highlander	2011	119839	-	12845	40335	2676.92	White/Marked/No Cage	Re-Evaluate for Next Budget	2022-2023		
			Chevrolet	Silverado	2011	148979	-	18754	6/6/2010	\$936.54	White/Unmarked/No Cage	Re-Evaluate for Next Budget	2023-2024		
			Dodge	Ram	2013	5404	-	202	41066	652.47	White Utility Bed with Skid Unit- 350 Gallon Tank	Do Not Replace	2023-2024		
			Ford	Crown Victoria	2011	114877	-	3762	43221	2171.17	Two-Tone/Marked/K-9 Cage	Do Not Replace	2023-2024		
			Ford	Crown Victoria	2011	112736	-	12153	43931	2291.62	Black & White, Caged	Do Not Replace	2023-2024		
			Ford	Econoline	1997	89829	-	31	36526	387.27	White/Marked Evidence Van	Do Not Replace	2023-2024		
			Ford	Fusion	2011	139589	-	16908	39970	1728.31	White/Marked/Cage	Re-Evaluate for Next Budget	2023-2024		
			Ford	Crown Victoria	2011	120844	-	4050	43931	1482.75	Black & White / Caged	Do Not Replace	2025-2026		
			Ford	Fusion	2011	64458	-	6486	40335	1860.91	Black/Marked/Cage	Do Not Replace	2025-2026		
			Ford	Fusion	2011	127941	-	6243	40335	1502.33	Black/Marked/Cage	Do Not Replace	2025-2026		
			Toyota	Highlander	2020	19267	-	18667	44093	102.4	Black/No Cage/Unmarked	Do Not Replace	2026-2027		
			Pierce	Enforcer	2019	5573	342	2769	10/1/2019	\$1,600.00	Red/White Quint, 500 Gallon Tank, Class A Foam	Do Not Replace	2028-2029	End of lease term	

VIN	License	Other ID	Make	Model	Year	Mileage	Est. Hours	Date Acquired	Est. Annual Maintenance	Comments	Recommendation	Fiscal Year	Notes	Last Updated:	
			91 Dodge	Ram 150C	2019	20,488	N/A	8/14/2019	\$ 1,000.00	Streets/Landscape	Do Not Replace	2025-2026	truck	11/5/2021	
			88 Dodge	Ram 150C	2019	9,110	N/A	8/14/2019	\$ 1,000.00	Streets/Landscape - flatbed	Do Not Replace	2025-2026	truck		
			88 Douglas- 8 ft Smooth Steel Formed Flatbed	N/A	2019	N/A	N/A	10/7/2019	N/A	Streets/Landscape - flatbed for Dodge truck	Do Not Replace	2025-2026	truck bed		
			28 Dodge	Ram 250C	2019	7,221	N/A	8/14/2019	\$ 1,000.00	Water/Sewer - utility bed with crane	Do Not Replace	2025-2026	truck		
			28 Douglas- 8 ft Utility Bed with a 2,000lb Crane	N/A	2019	N/A	N/A	10/25/2019	N/A	Water/Sewer - utility bed with crane for Dodge truck	Do Not Replace	2025-2026	truck bed		
			26 Dodge	Ram 250C	2019	25,698	N/A	8/14/2019	\$ 1,000.00	Water/Sewer	Do Not Replace	2025-2026	truck		
			27 Dodge	Ram 250C	2019	16,135	N/A	8/14/2019	\$ 1,000.00	Water/Sewer	Do Not Replace	2025-2026	truck		
			46 Dodge	Ram 250C	2019	19,873	N/A	8/14/2019	\$ 1,000.00	Waste Water	Do Not Replace	2025-2026	truck		
			Backhoe/Case	580 N	2013	3,720	N/A	5/24/2019	\$ 1,000.00	Water/Sewer	Do Not Replace	2030-2031	backhoe		
			13 Ford	Ranger	1995	87,731	N/A	Unknown	\$ 2,500.00	Landscape	Priority Replacement	2022-2023	truck		
			49 Dodge	Dakota	2000	189,130	N/A	Unknown	\$ 2,500.00	Landscape/Water	Priority Replacement	2023-2024	truck		
			56 Ford	F650 Sup	2003	42,060	N/A	Unknown	\$ 1,000.00	Streets/Utilities	Re-Evaluate for Ne:2022-2023	2022-2023	truck		
			22 GMC	2500	2000	208,957	N/A	Unknown	\$ 1,500.00	Streets/Utilities	Priority Replacement	2022-2023	truck		
			77 Chevrolet	3500 1 To	2006	59,111	N/A	Unknown	\$ 2,500.00	Landscape	Qualifies for replace	2021-2022	truck		
			21 Chevrolet	2500	1999	242,755	N/A	Unknown	\$ 1,000.00	Streets	Priority Replacement	2022-2023	truck		
<b>Equipment</b>															
65323	N/A		Kubota Tractor	N/A	2016	761	N/A	6/7/2016	\$ 500.00	Waste Water	Do Not Replace	2030-2031	tractor		
JJG0277876	N/A		Backhoe/Case	580 Super	1991	6,272	N/A	Unknown	\$ 5,000.00	Water/Sewer	Priority Replacement	2021-2022	backhoe		
004-93202AHG	N/A		Sulair	125 Q	1999	N/A	2,518	Unknown	\$ 2,000.00	Water - Towable Air Compressor	Re-Evaluate for Ne:2022-2023	2022-2023	air compressor		
1H9BS2120FM511779	N/A		O'Brian	7040-SC	2015	N/A	222	Unknown	\$ 1,000.00	Sewer Jet Trailer	Do Not Replace	2030-2031	trailer		
H0P053047	N/A		Atlas CoPo Air Comp	XAS185C	2016	N/A	1,346	10/8/2021	\$ -	Water/Sewer - Towable Air Compressor	Do Not Replace	2030-2031	air compressor		
30711	N/A		Kubota Tractor	L5740	2008	N/A	2,293	5/21/2019	\$ 1,500.00	Streets/Landscape	Do Not Replace	2030-2031	tractor		
AF82B-01233	N/A		Mitsubishi/Forklift	FGC25	1996	N/A	1,777	Unknown	\$ 1,500.00	Utilities	Priority Replacement	2022-2023	forklift		
406775484	N/A		Exmark	LZX801CJ	2020	N/A	440	5/20/2020	\$ 500.00	Landscape - Mower	Do Not Replace	2030-2031	mower		
16VDX1223L5027528	N/A		Bi6 TCX Trailer	14LX	2019	N/A	N/A	6/7/2019	\$ -	Streets/Utilities Dump Trailer	Do Not Replace	2030-2031	trailer		
303109	N/A		Bear Cat	Ch922DH	Unknown	N/A	N/A	Unknown	\$ -	Landscape - Wood Chipper	Re-Evaluate for Ne:2022-2023	2022-2023	wood chipper		
CP5139/SN-60545	N/A		John Deere	997	2011	N/A	2,959	Unknown	\$ 1,000.00	Mower	Re-Evaluate for Ne:2022-2023	2022-2023	mower		





## STAFF REPORT

TO: Lindsay City Council  
FROM: Juana Espinoza, Finance Director  
DEPARTMENT: Finance Department  
ITEM NO.: 9.6  
MEETING DATE: November 9, 2021

### ACTION & RECOMMENDATION

Consider the Approval of **Resolution 21-47**, Adopting a Procurement Policy for the City of Lindsay to Incorporate Senate Bill 1383 State Mandated Policies that Affect Procurement and Updating Purchasing Matrix Thresholds Under the Guidelines of Municipal Code 3.04 Purchasing and Contracting.

### BACKGROUND | ANALYSIS

Senate Bill 1383 (SB 1393), as enacted in 2017, establishes Statewide targets to reduce the Statewide disposal of organic waste by 50 percent by 2020 and 75 percent by 2025; and requires that not less than 20 percent of edible food that is currently disposed be recovered for human consumption by 2025. The SB 1383 regulations set forth a variety of programmatic and policy-related requirements for jurisdictions, generators, and other entities to support the Statewide goals of SB 1383.

It is the policy of the City of Lindsay comply with all state and federal laws related to procurement and therefore to incorporate environmental considerations including recycled-content and recovered Organic Waste product use into purchasing practices and procurement.

This Procurement Policy as written, incorporates model language provided by CalRecycle related to the procurement of organic waste products and recycled-content paper and has been tailored as applicable to the procurement needs of the City of Lindsay.

Additional updates to this policy, include updates to language related to purchasing thresholds to match appropriate purchasing authority as described under Municipal Code Section 3.04 Purchasing and Contracting.

This policy was previously updated in June 2020, to incorporate best practices related to procurement of good and services, including consulting services, from state and federal funding sources. All updated and new language is presented in red.

### FISCAL IMPACT

This policy, as written, does not include additional costs to the City.



## **STAFF REPORT**

Staff recommends following price preference for the procurement of recycled-content paper wherein staff is directed to purchase recycled products instead of non-recycled products whenever recycled products are available at the same or a lesser total cost than non-recycled items; changes made to purchasing thresholds are administrative in nature and subject to City Council approval as part of the annual budget process.

### **ATTACHMENTS**

- Resolution 21-47
- Procurement Policy including Municipal Cost Index – redlined



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

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**NUMBER** 21-47

**TITLE** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY, ADOPTING A PROCUREMENT POLICY FOR THE CITY OF LINDSAY TO INCORPORATE SENATE BILL 1383 STATE MANDATED POLICIES THAT AFFECT PROCUREMENT AND UPDATING PURCHASING MATRIX THRESHOLDS UNDER THE GUIDELINES OF MUNICIPAL COE 3.04 PURCHASING AND CONTRACTING

**MEETING** At a regularly scheduled meeting of the City of Lindsay City Council held on November 9, 2021 at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

**WHEREAS**, on June 9, 2020, City Council approved the Procurement Policy for the City of Lindsay that complies with all state and federal laws related to procurement.

**WHEREAS**, Senate Bill 1383, as enacted in 2017, establishes Statewide targets to reduce the Statewide disposal of organic waste by 50 percent by 2020 and 75 percent by 2025; and requires that not less than 20 percent of edible food that is currently disposed be recovered for human consumption by 2025. The SB 1383 regulations set forth a variety of programmatic and policy-related requirements for jurisdictions, generators, and other entities to support the Statewide goals of SB 1383.

**WHEREAS**, language contained within the Procurement Policy is also approved under the City of Lindsay Municipal Code.

**WHEREAS**, City Council shall be regularly presented with the Procurement Policy of the City of Lindsay for review to ensure compliance with procurement guidelines and regulations issued by Federal and State governments and procurement guidelines set forth.

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

SECTION 1. To authorize City staff, as appropriately designated by the policy, to do the necessary procurement work, as allowed by appropriation through the final adopted budget, including approved amendments (if applicable); the policy is hereby adopted to govern the purchase of City supplies, goods, commodities, equipment, services, professional services and construction projects and contains specificity as to state and federal procurement standards.

SECTION 2. To authorize the City Manager as the purchasing agent for the City of Lindsay.

RESOLUTION NO. 21-47

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

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- SECTION 3. This policy, as applicable, shall constitute the procedures and rules governing the solicitation of bids, award of contracts for public works projects, change orders to awarded contracts, and the solicitation and selection of firms and/or professional consultants for services.
- SECTION 4. This resolution shall be effective immediately upon its approval and adoption.
- SECTION 5. The Mayor, or presiding officer, is hereby authorized to affix their 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	November 9, 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.

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MAYRA ESPINOZA-MARTINEZ  
CITY CLERK

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RAMONA CAUDILLO  
MAYOR

CITY OF LINDSAY

# Procurement Policy

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

~~Adopted May 2020~~ ~~October 2021~~ DRAFT

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<u>3</u>	<u><a href="#">Overview of SB1383</a></u>	<u><a href="#">Overview of environmental considerations regarding procurement policies.</a></u>
<u>34</u>	<b>2 CFR 200</b>	Federal procurement guidelines and grants management
<u>45</u>	<b>Chapter 10 Local Assistance Procedures Manual</b>	State procurement guidelines for Architectural and Engineering Consultant Services
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## **Introduction**

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

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

# Quick Reference

## Chapter 1 – An Overview of the Procurement System

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# CHAPTER 1: An Overview of the Procurement System

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

## What is Procurement?

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

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

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

## The City's Procurement System

The City of Lindsay maintains a decentralized procurement system, which is under the authority of the City Manager or his/her designee(s) as the City Purchasing Agent (PA) established by the Purchases section of the City's Municipal Code. The decentralized purchasing is necessary due to the small amount of administrative staff and is functional because of the small size of the City. This means that the PA is ultimately responsible for procurement in general, but delegates his/her authority in limited measure to Department Heads within the City. The PA (or designee) therefore establishes leasing agreements; coordinates surplus sales; and most importantly, procures all commodities and services under \$75120,000 ~~and services under \$100,000~~ and ~~certain~~ construction services under \$200200,000.

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

## Procurement Authority

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

**Purchasing Ordinance.** The Purchasing ordinance is contained within the City Charter, Article VIII, Section 8.11, "Purchases & Contracting" that was established in January 1996 to govern the activities of the City. In general, it established that the PA shall have the duties and powers prescribed by the laws of the State of California relating to City Purchasing Agents, Public Contract Code, and

Government Code. A full copy of the Code Section is available in the Documents section of the City's website: [www.lindsay.ca.us](http://www.lindsay.ca.us)

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

## **Procurement Objectives & Standards of Conduct**

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

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

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

- City employees shall not obligate the City of Lindsay, financially or otherwise, by any means, including but not limited to purchase orders and contracts, when the employee has a personal, material, financial, or other interest in the obligation.
- Employees are prohibited from directly or indirectly soliciting or accepting any rebate, kickback, gift, gratuity, or favor for personal gain from any individual, corporation, or group.
- The City's employees, directors, appointed or elected officials, volunteers, agents or contacts shall neither solicit nor accept gratuities, favors, gifts, consulting fees, trips, or anything having

a monetary value in excess of fifty dollars (\$50.00) from a vendor, potential vendor, family or employees of a vendor, contractor or parties to subcontractors.

- City employees, when purchasing an item(s) for personal use, must avoid the appearance of City representation. The employee shall pay all such purchases with his or her personal funds. When personal purchases are made under these circumstances, separate invoices or sales receipts must be issued by the supplier. Such invoices must bear the employee's name, home address, and phone number and may *not* be delivered to the City. Employees may *not* solicit, or accept, discounts, reduced prices, or other benefits from suppliers because of employees' position with the City.

## **Procurement Process Conflicts of Interest**

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

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

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

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

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

### **Gratuities and Kickbacks**

No member of the groups listed above will either solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub- agreements. Anyone failing to adhere to the above will be subject to any disciplinary proceeding deemed appropriate by the City of Lindsay.

### **Personal Conflicts of Interest**

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

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

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

### **Organizational Conflict of Interest**

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

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

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

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

### **Confidential Information**

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

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

# Quick Reference

## Chapter 2 – Overview of City Policies Affecting Procurement

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## CHAPTER 2: City Policies that Affect Procurement

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

### Bidding Policies

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

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

#### **Commodities: ~~4~~Materials & Equipment (includes vehicles)**

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

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

##### **\$10,001 to \$4020,000 – Administrative Process, Verbal Quotes (3)s**

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

##### **\$4020,001 to \$2560,000 – Administrative Process, Verbal Quotes (3)**

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

##### **\$2560,001 to \$75120,000 – Written Quotes (3)**

Competitive bidding is required. The respective department acquires approval from the PA and then issues a written Request for Quotation. The number of vendors contacted varies, depending on the dollar amount of the purchase and the time available, but three is preferred. Award is made to the lowest responsive and responsible bidder. In the case of capital (defined as an asset anticipated to have a useful life of over 1 year and a purchase cost over \$5,000) the item must be on the adopted Capital Budget for the year.

##### **Over-Above \$75120,000-000 – Formal Bids and RFPs / RFQs**

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

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

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

**Services, (Non-Construction (includes consulting services))**

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

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

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

**\$10,001 to \$20,000 – Administrative Process, Verbal Quotes (3)**

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

**\$20,001 to \$250,000 – Administrative Process, Verbal Quotes (3)**

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

**\$250,001 to \$500,000 – Written Quotes (3)**

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

**Above Over \$500,000 – Formal Bids or RFPs / RFQs (and contract)**

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

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

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

### **Services (Construction)**

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

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

#### **\$10,001 to \$2550,000 – Administrative Process, Verbal Quotes (3)**

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

#### **\$2550,001 to \$60100,000 – Written Quotes (3)**

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

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#### **\$60100,001 to \$200200,000 – Informal Bid**

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

#### **Services above \$200200,000 require City Councils' approval**

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

##### **A. Procurement Standards.**

1. The City shall maintain a contract administration system which ensures contractors perform in accordance with the terms, conditions and specifications of their contracts or purchase orders.
2. The City shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer or agent of the City shall participate in selection, or in the award or administration of a contract supported by federal funds



if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- a. The employee, officer or agent;
  - b. Any member of his or her immediate family;
  - c. His or her partner; or
  - d. An organization which employs, or is about to employ, any of the above, has a financial or other interest in or a tangible personal benefit from a firm considered for award.
3. The City's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. Such a conflict will not arise where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value (\$50 or less). The City's standards of conduct provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the City.
  4. The City shall not enter into a contract with a non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government or Indian tribe, unless the non-Federal entity maintains written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest mean due to relationships with a parent company, affiliate, or subsidiary organization, the non- Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The City shall avoid acquisition of unnecessary or duplicative items. Consideration will be given to consolidating or breaking out procurements to obtain a more economic purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
  5. The City shall consider entering into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.
  6. The City shall consider using Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
  7. The City shall consider using value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure its essential function is provided at the overall lower cost.
  8. The City shall make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance and financial and technical resources.
  9. The City shall maintain records sufficient to detail the history of procurement. These records will ~~include, but~~include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection and the basis for the contract price.
  10. The City shall use time and material type contracts only:
    - a. After a determination is made that no other contract is suitable; and
    - b. If the contract includes a ceiling price the contractor exceeds at their own risk.

11. The City alone shall be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes and claims. These standards do not relieve the City of any contractual responsibilities under its contracts.

**B. Competition.**

1. The City will conduct procurement transactions in a manner providing full and open competition. To ensure objective contractor performance and eliminate unfair competitive advantage, contractors developing or drafting specifications, requirements, statements of work, or invitations for bids or requests for proposals shall be excluded from competing for such procurements.
2. The City shall conduct procurements in a manner prohibiting the use of statutorily or administratively imposed in-state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
3. The City shall have written procedures for procurement transactions. These procedures will ensure that all solicitations:
  - a. Incorporate a clear and accurate description of the technical requirements for the material, product or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a brand name or equal description may be used to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offerors shall be clearly stated; and
  - b. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
4. The City shall ensure prequalified lists of persons, firms or products that are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. The City shall not preclude potential bidders from qualifying during the solicitation period.

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

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

1. Procurement by Micro-Purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold as set by the Federal Acquisition Regulation at 48 CFR

Subpart 2.1 (Definitions) and adjusted periodically for inflation. As of the date of this ordinance, the micro-purchase threshold is \$10,000.

2. Procurement by Small Purchase Procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies or other property that do not cost more than the simplified acquisition threshold as set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908 and periodically adjusted for inflation. If small purchase procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources. As of the date of this ordinance, the simplified acquisition threshold is \$2050,000.
3. Procurement by Sealed Bids (Formal Advertising). Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.
  - a. For sealed bidding to be feasible, the following conditions should be present:
    - i. A complete, adequate, and realistic specification or purchase description is available;
    - ii. Two or more responsible bidders are willing and able to compete effectively for the business; and
    - iii. The procurement lends itself to a firm-fixed-price contract and the selection of the successful bidder can be made principally based on price.
  - b. If sealed bids are used, the following requirements apply:
    - i. The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids;
    - ii. The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services for the bidder to properly respond;
    - iii. All bids will be publicly opened at the time and place prescribed in the invitation for bids;
    - iv. A firm-fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
    - v. If there is a sound documented reason, any or all bids may be rejected.
4. Procurement by Competitive Proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:
  - a. Requests for proposals shall be publicized and identify all evaluation factors including relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;
  - b. Proposals will be solicited from an adequate number of qualified sources;
  - c. The City shall conduct technical evaluations of the proposal received and for selecting awardees;

- d. Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
  - e. The City may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.
5. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances applies:
- a. The item is available only from a single source;
  - b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
  - c. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in a written request from the City; or
  - d. After solicitation of multiple sources, competition is determined inadequate.
6. Contracting with Small and Minority Businesses, Women's Business Enterprises and Labor Surplus Area Firms.
- a. The City shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises and labor surplus area firms are used when possible.
  - b. Affirmative steps include:
    - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
    - (2) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
    - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
    - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises;
    - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
    - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections 6.b.(1) through (6) of this section.
7. Contracts Cost and Price.

- a. The City shall perform a cost or price analysis in every procurement action exceeding the simplified acquisition threshold including contract modifications. The method and degree of analysis will be dependent on the facts surrounding each procurement situation. As a starting point, the City shall make independent estimates before receiving bids or proposals.
  - b. Costs or prices based on estimated costs for contracts under the Federal award will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the City under Subpart E – Cost Principles of Title 2, Subtitle A, Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).
    - The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.
8. Federal Awarding Agency or Pass-Through Entity Review.
- a. The City shall make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is
    - needed to ensure that the item or service specified is the one being proposed for purchase.
  - b. The City shall make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposal or invitations for bids, or independent cost estimates when:
    - (1) The City's procurement procedures or operation fails to comply with the procurement standards of Title 2, Subtitle A, Part 200, Subsection 200.324;
    - (2) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
    - (3) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a "brand name" product;
    - (4) The proposed contract is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
    - (5) A proposed modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.
  - c. The City may be exempted from the pre-procurement review in subsection 8.b. above if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards set forth in Title 2, Subtitle A, Part 200, or the City self-certifies compliance with such standards if self-certification is permitted by the Federal awarding agency or pass-through entity.

9. Bonding Requirements. For public projects, the City shall require bid guarantees, performance bonds, and payment bonds consistent with Title 2, Part 200, Section 200.325 of the Code of Federal Regulations.

10. Contract Provisions. The City's contracts shall contain the provisions in Appendix II to Title 2, Subtitle A, Part 200 – Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable.

D. Suspended or Debarred Parties

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

## **Exceptions to Bidding (Government Code 10300-10334) Sole Source/Brand Procurement**

An exception may be granted based on two premises:

- Only a single company or organization can supply the needed product or service. As in the case of proprietary software maintenance, only the licensor of the product can provide support.
- Only a single "brand/model" will meet the department's technical/functional requirements. For example, only the Brand X equipment is compatible with existing system requirements. Brand X is available through several distributors. Brand X would be considered a "sole brand" but not a "sole source" since it is available from many sources (distributors).

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

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

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

### **Use of Existing Agreement**

An exception may be granted if the product/service is available through the utilization of another public entity's contract (includes city, county, state, federal, school district, League of California Cities, California Communities Program, Federal GSA). The contract must have been

competitively bid, be current within the last year, and be for the same product or service. It must also meet all City policies.

### **Standardization**

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

### **Emergencies**

The item(s) purchased are immediately necessary for:

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

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

### **Contracted City Staff**

The City of Lindsay is a small municipality that is dependent upon contracted professional staff to fill staff positions normally performed by in-house staff in larger agencies, such as City Engineer, City Planner, or Community Safety Officer (Code Enforcer Officer). Therefore, an exception to the normal bidding process may apply when using contracted professional staff in their role as the City representative or in their respective field, and under their existing master service agreement contract originally procured under the authorization and approval process and thresholds laid out in Chapter 2 of this document. ~~The task order will still be subject to the authorization and approval process and thresholds laid out in Chapter 2 of this document.~~

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

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

### **Local Preference**

Purchasing goods and services from local vendors is desired because it stimulates the Lindsay economy and recognizes that local vendors are valued members of our community. City staff,

exercising good judgement by considering factors such as quality, previous performance, availability, and potential tax revenues to the City will, when practicable, give preference to purchasing and contracting locally. All other portions of this policy relative to normal competitive bidding will apply.

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

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

**Miscellaneous**

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



## Unauthorized Purchases

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

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

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

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

## Written Contracts

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

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The City of Lindsay Prefers to use a Standard Services Contract and will provide it to departments upon request. The standard contract has been approved by the City Attorney and Risk Management. Use of any contract other than the standard contract, or making changes to the standard contract, will require City Attorney approval.

## Insurance Requirements

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

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

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

Proof of insurance must be provided prior to the start of any work. The following are the most commonly required types of coverage.

- **Commercial General Liability:** The City should be added, by endorsement, as an "additional insured."
- **Automobile Liability:** Is required if driving or traveling is required in providing the contracted services If the vendor/contractor has employees, but no vehicles registered to the business (non-owned and hired automobile liability coverage should be provided).
- **Workers' Compensation:** Contractors working on City property must first provide proof of Workers' Compensation for all employees working on the job site. Requirement may be waived if the vendor is a sole proprietor/partner/corporate officer with no employees.

- **Professional Liability (Errors and Omissions):** Is required for certain services – including but not limited to – appraisers, notaries, software programmers, auditors, lawyers, insurance agents, surveyors, dentists, doctors, nurses, counselors, engineers, etc.

## Prevailing Wages

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

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

## Surety and Performance Bonds

### Bid Bonds

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

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

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

A bid received and not accompanied by cash, cashier's check, certified check, or approved bond will result in return of the bid without consideration. Bid security is optional for other bids or proposals.

### Performance and Payment Bonds

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

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

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

## Settlements and Other Agreements

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

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

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

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

## Outside Legal Services

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

- All contracts for outside legal services in excess of ~~forty~~ fifty-one hundred and twenty thousand dollars (~~\$40,000~~ \$50,120,000) shall be approved by the City Council.
- Contracts for such services, ~~which do not exceed forty~~ which do not exceed fifty-one hundred and twenty thousand dollars and under (~~\$40,000~~ \$50,120,000), are within the Purchasing Agent's authority.

### CONTRACT CHANGE ORDER POLICY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# Quick Reference

## Chapter 3 – SB1383 Policies that Affect Procurement

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# CHAPTER 3:

## SB1383 Policies that Affect Procurement

Chapter Objective: To incorporate environmental considerations including recycled-content and recovered organic waste product use into City of Lindsay policies affecting the procurement of goods and services and provide instructions for compliance.

### Introduction

SB 1383, as enacted in 2017 (Lara, Chapter 395, Statutes of 2016), establishes Statewide targets to reduce the Statewide disposal of organic waste by 50 percent by 2020 and 75 percent by 2025; and requires that not less than 20 percent of edible food that is currently disposed be recovered for human consumption by 2025. The SB 1383 regulations set forth a variety of programmatic and policy-related requirements for jurisdictions, generators, and other entities to support the Statewide goals of SB 1383.

It is the policy of the City of Lindsay comply with all state and federal laws related to procurement and therefore to incorporate environmental considerations including recycled-content and recovered Organic Waste product use into purchasing practices and procurement.

### Purpose

This Recovered Organic Waste Product Procurement Policy (Policy) will help achieve the goals of the City of Lindsay to:

1. Protect and conserve natural resources, water, and energy;
2. Minimize the Jurisdiction's contribution to climate change, pollution, and solid waste disposal; and,
3. Comply with State requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383 procurement regulations) to procure a specified amount of Recovered Organic Waste Products to support Organic Waste disposal reduction targets and markets for products made from recycled and recovered Organic Waste materials, and to purchase Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper.

The definitions included in this policy are excerpted from the SB 1383 regulations, and as such are subject to change as the regulations and resulting code shall subsequently be amended or reorganized and the language contained herein aligns with the SB 1383 regulations.

In the event of any conflict, the language in the regulations shall prevail over language in this policy document and determination of regulatory intent and interpretation should be appropriately guided by the regulatory language and the official rulemaking record.

### Procurement of Recovered Organic Waste Products

The City of Lindsay will annually procure for use a quantity of Recovered Organic Waste Products that meets or exceeds its Annual Recovered Organic Waste Product Procurement Target.

### Compost and SB 1383 Eligible Mulch Procurement

To be eligible to meet the Annual Recovered Organic Waste Product Procurement Target, products that may be procured include the following: SB 1383 eligible Compost and SB 1383 Eligible Mulch.

Departments heads that are responsible for landscaping maintenance, renovation, or construction shall:

1. Use Compost and SB 1383 Eligible Mulch produced from recovered Organic Waste, for landscaping maintenance, renovation, or construction, as practicable, whenever available, and capable of meeting quality standards and criteria specified, SB 1383 Eligible Mulch used for

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land application must meet or exceed the physical contamination, maximum metal concentration and pathogen density standards specified in 14 CCR Section 17852(a)(24.5)(A)(1) through (3).

2. When the City uses Compost and SB 1383 Eligible Mulch and the applications are subject to the City of Lindsay's Water Efficient Landscaping Ordinance (WELO), pursuant to the City's municipal code comply with one of the following, whichever is more stringent of:

a. The City's WELO, if more stringent than the State's Model Water Efficient Landscape Ordinance (MWELO), or

b. Sections 492.6 (a)(3)(B), (C), (D), and (G) of the State's Model Water Efficient Landscape Ordinance, Title 23, Division 2, Chapter 2.7 of the CCR, as amended September 15, 2015, which requires the submittal of a landscape design plan with a "Soil Preparation, Mulch, and Amendments Section" to include the following:

3. For landscape installations, Compost at a rate of a minimum of 4 cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six (6) inches into the soil. Soils with greater than six percent (6%) organic matter in the top six (6) inches of soil are exempt from adding Compost and tilling.

a. Apply a minimum three- (3-) inch layer of mulch on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife, leave up to five percent (5%) of the landscape area without mulch. Designated insect habitat must be included in the landscape design plan as such.

b. Procure organic mulch materials made from recycled or post-consumer materials rather than inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available. Organic mulches are not required where prohibited by local Fuel Modification Plan Guidelines or other applicable local ordinances.

c. For all mulch that is land applied, procure SB 1383 Eligible Mulch that meets or exceeds the physical contamination, maximum metal concentration, and pathogen density standards for land applications specified in 14 CCR Section 17852(a)(24.5)(A)(1) through (3).

4. Keep records, including invoices or proof of Recovered Organic Waste Product procurement (either through purchase or acquisition), and submit records to the recordkeeping designee, upon completion of the project.

a. In addition to general procurement records, records shall include information to help meet procurement recordkeeping requirements in 14 CCR Sections 18993.2, 18993.4 and 18994.2(i):

i. General description of how and where the product was used and applied, if applicable;

ii. Source of product, including name, physical location, and contact information for each entity, operation, or facility from whom the Recovered Organic Waste Products were procured;

iii. Type of product;

iv. Quantity of each product; and,

v. Invoice or other record for demonstrating purchase or procurement;

vi. For procurement of SB 1383 Eligible Mulch, maintain an updated copy of the ordinance or enforceable mechanism(s) requiring that the mulch procured by the Jurisdiction or Direct Service Provider meets the land application standards specified in 14 CCR Section 18993.1, as it may be amended from time to time, as currently reflected in the City of Lindsay Municipal Code.

5. When Procurement of Recovered Organic Waste Products occurs through a Direct Service Provider, enter into a written contract or agreement or execute a purchase order with enforceable provisions that includes:

a. Definitions and specifications for SB 1383 Eligible Mulch and Compost; and,

b. An enforcement mechanism (e.g., termination, liquidated damages) in the event the Direct Service Provider is not compliant with the requirements.

Direct Service Providers of landscaping maintenance, renovation, and construction shall:

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1. Use Compost and SB 1383 Eligible Mulch, as practicable, produced from recovered Organic Waste for all landscaping renovations, construction, or maintenance performed for the Jurisdiction, whenever available, and capable of meeting quality standards and criteria specified. SB 1383 Eligible Mulch used for land application shall comply with 14 CCR, Division 7, Chapter 12, Article 12 and must meet or exceed the physical contamination, maximum metal concentration and pathogen density standards specified in 14 CCR Section 17852(a)(24.5)(A)(1) through (3).

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2. If Direct Service Provider is subject to the Jurisdiction's WELO pursuant to the City's municipal code, comply with one of the following, whichever is more stringent: (i) the locally-adopted WELO that is more stringent than the State's MWELO, or (ii) Sections 492.6 (a)(3)(B), (C), (D), and (G) of the State's MWELO, Title 23, Division 2, Chapter 2.7 of the CCR, as amended September 15, 2015, which requires the submittal of a landscape design plan with a "Soil Preparation, Mulch, and Amendments Section" to include the following:

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a. For landscape installations, Compost at a rate of a minimum of 4 cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six (6) inches into the soil. Soils with greater than six percent (6%) organic matter in the top six (6) inches of soil are exempt from adding Compost and tilling.

b. Apply a minimum three- (3-) inch layer of mulch on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife, leave up to five percent (5%) of the landscape area without mulch. Designated insect habitat must be included in the landscape design plan as such.

c. Procure organic mulch materials made from recycled or post-consumer materials rather than inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available. Organic mulches are not required where prohibited by local Fuel Modification Plan Guidelines or other applicable local ordinances.

d. For all mulch that is land applied, procure SB 1383 Eligible Mulch that meets or exceeds the physical contamination, maximum metal concentration, and pathogen density standards for land applications specified in 14 CCR Section 17852(a)(24.5)(A)(1) through (3).

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3. Keep and provide records of Procurement of Recovered Organic Waste Products (either through purchase or acquisition) to Project Manager, upon completion of projects, or on a schedule determined by the Project Manager which will allow for the City to capture procurement compliance records for a full year for reporting purposes. Information to be provided will help the City to meet the procurement recordkeeping requirements in 14 CCR Sections 18993.2, 18993.4, and 18994.2(i) and shall include:

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a. General description of how and where the product was used and if applicable, applied;

b. Source of product, including name, physical location, and contact information for each entity, operation, or facility from whom the Recovered Organic Waste Products were procured;

c. Type of product;

d. Quantity of each product; and,

e. Invoice or other record demonstrating purchase or procurement.

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Direct Service Provider of Organic Waste collection services shall follow franchise agreement provisions including all compliance with SB 1383 regulations.

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**Procurement of Recycled-Content Paper**

Requirements for all City of Lindsay departments and employees;

1. Price Preference and Consideration;

Section 22150 of the Public Contract Code requires local governments to purchase recycled products instead of non-recycled products whenever recycled products are available at the same or a lesser total cost than non-recycled items, if fitness and quality are equal. SB 1383 regulations

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require Jurisdictions to procure Paper Products and Printing and Writing Paper consistent with the requirements of Sections 22150 through 22154 of the Public Contract Code.

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The City of Lindsay agrees that if fitness and quality of Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper are equal to that of non-recycled items, all departments and divisions of the City of Lindsay shall purchase Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper that consists of at least thirty percent (30%), by fiber weight, postconsumer fiber, whenever available at the same or a lesser total cost than non-recycled items, consistent with the requirements of the Public Contracts Code, Sections 22150 through 22154 and Sections 12200 and 12209, as amended.

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2. All paper products and printing and writing paper shall be eligible to be labeled with an unqualified recyclable label as defined in Title 16 Code of Federal Regulations Section 260.12 (2013).

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3. Provide records of all Paper Products and Printing and Writing Paper purchases made by a department or employee to the recordkeeping designee on a schedule to be determined by the recordkeeping designee of both recycled-content and non-recycled content. Records will be provided on a schedule that allows the City to capture procurement compliance records for a full year for reporting purposes and at least once annually at a minimum. Records shall include:

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a. A copy of the invoice or other documentation of purchase, written certifications as required in Section 4.2.A.3-4 for recycled-content purchases.

b. Vendor name.

c. Purchaser name.

d. Quantity purchased.

e. Date purchased, and

f. Recycled content (including products that contain none), and

g. If non-Recycled-Content Paper Products and/or non-Recycled-Content Printing and Writing Paper are provided:

i. Include a description of why Recycled-Content Paper Products and/or Recycled-Content Printing and Writing Paper were not provided.

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All vendors that provide Paper Products (including janitorial Paper Products) and Printing and Writing Paper to Jurisdiction shall:

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1. Provide Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper that consists of at least thirty percent (30%), by fiber weight, postconsumer fiber, if fitness and quality are equal to that of non-recycled item, and available at equal or lesser price.

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2. Only provide Paper Products and Printing and Writing Papers that meet Federal Trade Commission Recyclability standard as defined in Title 16 Code of Federal Regulations Section 260.12 (2013).

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3. Certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the Paper Products and Printing and Writing Paper offered or sold to the Jurisdiction. This certification requirement may be waived if the percentage of postconsumer material in the Paper Products, Printing and Writing Paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website.

4. Certify in writing, under penalty of perjury, that the Paper Products and Printing and Writing Paper offered or sold to the Jurisdiction is eligible to be labeled with an unqualified recyclable label as defined in Title 16 Code of Federal Regulations Section 260.12 (2013).

5. Provide records to the Recordkeeping Designee of all Paper Products and Printing and Writing Paper purchased from the vendor within thirty (30) days of the purchase or on a schedule to be determined by the project manager or recordkeeping designee (for both recycled-content and non-recycled content, if any is purchased) made by a division or department or employee of the Jurisdiction. Records shall include:

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a. A copy of the invoice or other documentation of purchase, written certifications as required in Section 4.2.A.3-4 for recycled-content purchases, purchaser name, quantity purchased, date purchased, and recycled content (including products that contain none), and if non-Recycled-Content Paper Products and/or non- Recycled-Content Printing and Writing

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Paper are provided, include a description of why Recycled-Content Paper Products and/or Recycled-Content Printing and Writing Paper were not provided.

All vendors providing printing services to the City of Lindsay via a printing contract or written agreement shall use Printing and Writing Paper that consists of at least thirty percent (30%), by fiber weight, postconsumer fiber, or as amended by Public Contract Code Section 12209. This requirement is in accordance with Public Contract Code Section 22153.

**Recordkeeping Responsibilities**

The City Manager is authorized to designate the employee that will act as the Recordkeeping Designee that will be responsible for obtaining records pertaining to Procurement of Recovered Organic Waste Products and Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper.

The Recordkeeping Designee will do the following to track Procurement of Recovered Organic Waste Products, Recycled-Content Paper Products, and Recycled-Content Printing and Writing Paper:

1. Collect and collate copies of invoices or receipts (paper or electronic) or other proof of purchase that describe the procurement of Printing and Writing Paper and Paper Products, including the volume and type of all paper purchases; and, copies of certifications and other required verifications from all departments and/or divisions procuring Paper Products and Printing and Writing Paper (whether or not they contain recycled content) and/or from the vendors providing Printing and Writing Paper and Paper Products. These records must be kept as part of Jurisdiction's documentation of its compliance with 14 CCR Section 18993.3.
2. Collect and collate copies of invoices or receipts or documentation evidencing procurement from all departments and divisions procuring Recovered Organic Waste Products and invoices or similar records from vendors/contractors/others procuring Recovered Organic Waste Products on behalf of the Jurisdiction to develop evidence of Jurisdiction meeting its Annual Recovered Organic Waste Product Procurement Target. These records must be kept as part of the City's documentation of its compliance with 14 CCR Section 18993.1.
3. Collect, collate, and maintain documentation submitted by the City of Lindsay, Direct Service Providers, and/or vendors, including the information reported to the Recordkeeping Designee in accordance with this policy.
4. Compile an annual report on the Jurisdiction's direct procurement, and vendor/other procurement on behalf of the City of Lindsay, of Recovered Organic Waste Products, Recycled-Content Paper Products, and Recycled-Content Printing and Writing Paper, consistent with the recordkeeping requirements contained in 14 CCR Section 18993.2 for the Annual Recovered Organic Waste Product Procurement Target and 14 CCR Section 18993.4 for Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper procurement. This report shall be made available to the City's responsible entity for compiling the annual report to be submitted to CalRecycle (which will include a description of compliance on many other SB 1383 regulatory requirements) pursuant to 14 CCR Division 7, Chapter 12, Article 13. The procurement report shall also be shared with the Lindsay City Council and State and Federal regulating bodies annually as evidence of implementing this Policy.

**Effective Date of Policy**

This Policy shall go into effect immediately upon its approval as written by the City Council.

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# Quick Reference

## Chapter ~~43~~ – 2 CFR 200

<u>Topic</u>	<u>Page</u>
Federal Guidelines	24

## **Federally Funded Projects / Grants Procurement (2 CFR 200) & LAPM Chapter 10**

Council on Financial Assistance Reform Priorities (COFAR) goal is to reduce risk of waste, fraud, and abuse while reducing administrative burdens through the establishment of a Uniform Administrative Requirement, Cost Principles, and Audit Requirement for Federal Awards (2 CFR 200). The City of Lindsay's policy related to Federally-funded projects and/or grants is established to reflect this goal and be in compliance with 2 CFR 200 and Local Assistance Procedures Manual (LAPM) Chapter 10 adopted and contained herein:

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

### **2 CFR 200**

- A. The City shall thoroughly review all grant agreements and guidelines to understand requirements as well as deliverables, developing a written checklist and timeline of completion to verify the national objectives are being achieved within the parameters of the grant award/agreement.
- B. Determination of Federal Awards Requirements for Pass-thru Agencies, Subrecipients, and Contractors (200.330 & 200.331)

1. The City may concurrently receive Federal awards as a recipient, a subrecipient, and a contractor, depending on the substance of its agreements with Federal awarding agencies and pass-through entities.

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

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

1. A subaward is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship with the subrecipient. For purposes of making a determination as a subrecipient the City will consider the following characteristics of a Federal assistance relationship:
  - a. Determines who is eligible to receive what Federal assistance;
  - b. Has its performance measured in relation to whether objectives of a Federal program were met;
  - c. Has responsibility for programmatic decision making;
  - d. Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and
  - e. In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

2. A contract is for the purpose of obtaining goods and services for the City's own use and creates a procurement relationship with the contractor. For purposes of making a determination as a contractor the City will consider the following characteristics of a procurement relationship:
    - a. Provides the goods and services within normal business operations;
    - b. Provides similar goods or services to many different purchasers;
    - c. Normally operates in a competitive environment;
    - d. Provides goods or services that are ancillary to the operation of the Federal program; and
    - e. Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.
  3. The Purchasing Agent, or designee, will use their judgement in classifying each agreement as a subaward (Federal assistance relationship) or a procurement contract (procurement relationship). The substance of the relationship is more important than the form of the agreement in making the determination.
2. Every subaward will be clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. If some of the information is not available, the City will provide the best information available to it.
1. Federal Award Identification data as listed in Section 200.331 (1-4) and appropriate terms and conditions concerning closeout of the subaward.
3. Every subrecipient will be subject to evaluation and monitoring by the City as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:
1. Reviewing financial and performance reports required by the pass-through entity.
  2. Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
  3. Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by § 200.521 Management decision.
  4. Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in 200.331(b)), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:
    - a. Providing subrecipients with training and technical assistance on program-related matters; and
      - a. Performing on-site reviews of the subrecipient's program operations;

- b. Arranging for agreed-upon-procedures engagements as described in § 200.425 Audit services.
1. The City will verify that every subrecipient is audited as required by Subpart F - Audit Requirements of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in § 200.501 Audit requirements.
  2. The City will consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
  3. The City will consider taking enforcement action against noncompliant subrecipients as described in § 200.338.

# Quick Reference

## Chapter 54 – Insurance Requirements & Transfer of Risk

<u>Topic</u>	<u>Page</u>
Insurance Requirements Matrix	28

**CHAPTER 4: Exhibit 1**  
**Risk Matrix Definitions**

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

Risk Category	Risk Level	Examples	Purchasing Agent
1	Low	<ul style="list-style-type: none"><li>• Vending machine providers</li><li>• Facilities use</li><li>• Special events</li><li>• Some professional service providers</li><li>• General contracts</li></ul>	<u>Department Head</u>
2	Intermediate	<ul style="list-style-type: none"><li>• Construction contracts</li><li>• Some professional service providers</li><li>• Technology consultants</li><li>• Facilities use</li><li>• Special events</li></ul>	<u>Purchasing Agent</u>
3	High	<ul style="list-style-type: none"><li>• Major construction contracts</li><li>• Garbage haulers</li><li>• Some professional service providers</li><li>• <u>Annual (Blanket) Public Right of Way Permit</u></li></ul>	<u>City Council</u>
Other	Undefined	<ul style="list-style-type: none"><li>• The risk is unique</li><li>• Custom insurance requirements needed</li></ul>	<u>City Council</u>

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**Exhibit 2  
Risk Matrix**

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

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

## Language Templates for Risk Categories 1-3

### Category 1 "Low Risk"

#### 1. Insurance Requirements

##### a. Commercial General Liability

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

##### b. Business Automobile Liability

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

##### c. Workers' Compensation and Employers' Liability

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

##### d. All Coverages

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

- iii. Evidence of Insurance - Prior to commencement of work, the Vendor shall furnish the City with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Vendor must agree to provide complete, certified copies of all required insurance policies if requested by the City.
- iv. Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A-VII or higher.

**Category 2 “Intermediate Risk”**

1. Insurance Requirements

a. Commercial General Liability

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

b. Business Automobile Liability

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

c. Workers’ Compensation and Employers’ Liability

- i. Vendor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Vendor shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.
- d. All Coverages
  - i. Each insurance policy required by the agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the City, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.
  - ii. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.
  - iii. Evidence of Insurance - Prior to commencement of work, the Vendor shall furnish the City with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Vendor must agree to provide complete, certified copies of all required insurance policies if requested by the City.
  - iv. Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A-VII or higher.
  - v. Subcontractors and Consultants - A category of risk and the applicable insurance requirements will be determined on a "per subcontractor" or "per consultant" basis, considering the particular work to be done by the subcontractor or consultant and the interrelationship of that work to other work being conducted by the Vendor.

**Category 3 "High Risk"**

- 1. Insurance Requirements
  - a. Commercial General Liability
    - i. Vendor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than five million dollars (\$5,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Vendor's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office

- form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required.
- ii. Any failure to comply with reporting provisions of the policies by Vendor shall not affect coverage provided the City.
  - iii. Coverage shall state that Vendor insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - iv. Coverage shall contain a waiver of subrogation in favor of the City.
- b. Business Automobile Liability
- i. Vendor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than five million dollars (\$5,000,000) per accident.
- c. Workers' Compensation and Employers' Liability
- i. Vendor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Vendor shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.
- d. All Coverages
- i. Each insurance policy required by the agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the City, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.
  - ii. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.
  - iii. Evidence of Insurance - Prior to commencement of work, the Vendor shall furnish the City with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Vendor must agree to provide complete, certified copies of all required insurance policies if requested by the City.
  - iv. Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an A.M. Best rating of A-VII or higher.
  - v. Subcontractors and Consultants - A category of risk and the applicable insurance requirements will be determined on a "per subcontractor" or "per consultant" basis, considering the particular work to be done by the subcontractor or consultant and the

interrelationship of that work to other work being conducted by the Vendor.

**Exhibit 3  
Ancillary Coverage Requirements**

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

The following are suggested insurance language if Ancillary Coverages are recommended. Please consult with the Risk Manager for customized limits and language for specific circumstances.

**Aircraft Liability Insurance**

Aircraft liability insurance coverage shall provide limits of \$5,000,000 - \$10,000,000 per accident.

The policy shall be endorsed to include the City, its officers, employees, and agents as additional insureds.

**Builders Risk Insurance**

Contractor shall obtain and maintain Builders Risk/Course of Construction insurance. Policy shall be provided for replacement value on an "all-risk" basis, including earthquake and flood. The City shall be named as Loss Payee on the policy and there shall be no coinsurance penalty provision in any such policy. Policy must include: (1) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures, and all other properties constituting a part of the project; (2) "Installation Floater" coverage with limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site. Such insurance shall be on a form acceptable to City to ensure adequacy of terms and limits. Contractor shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to City.

**Cyber Liability Insurance**

Cyber Liability Insurance with limits not less than \$1,000,000 per claim.

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security.

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

**Pollution Liability Insurance**

Pollution Coverage shall be provided for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than two million dollars (\$2,000,000) per claim. All activities contemplated in this agreement shall be specifically scheduled on the



policy as “covered operations.” The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

The policy shall be endorsed to include the City, its officers, employees, and agents as insureds.

**Professional Liability Insurance**

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

# Quick Reference

## Chapter 64 – Glossary of Procurement Terms

<u>Topic</u>	<u>Page</u>
Definition of common procurement terms.	42

## Glossary of Procurement Terms

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

- **Emergency Purchase Order.** An emergency purchase order results when a situation arises in which compliance with normal procurement practice is impracticable or contrary to the public interest.
- **Employee.** An individual drawing a salary or wages from the City, whether elected or not; any non-compensated individual performing personal services for the City or any department, agency, commission, council, board, or any other entity established by the executive or legislative branch of the City; and any non-compensated individual serving as an elected official of the City.
- **Fixed Asset.** All City equipment and other assets with a purchase price of \$5,000 or more, including tax and delivery, and relatively permanent. This definition is interchangeable with the term capital asset.
- **Formal Bids.** Formal bids are those that are obtained by written solicitation. The bids are received in writing by a set date and time. The bids are publicly opened by Procurement Services. The written bids and the bid summary are maintained by Procurement Services.
- **Gratuity.** A payment, loan, subscription, advance, deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received
- **Immediate Family.** A spouse, children, parents, brothers, and sisters.
- **Informal Quotes.** Informal quotes are offers made by vendors. The quotes may be verbal, electronic, or written. The Buyer maintains a summary of the quotes received.
- **Invitation for Bids.** All documents, whether attached or incorporated by reference utilized for soliciting sealed bids. Invitations for Bids (IFB) are awarded to the lowest responsive and responsible bidder(s).
- **Local Business.** (See Business, Local).
- **Personal Services Contract.** An accepted means for providing specialized tasks, which cannot be as effectively accomplished by the regular work force.
- **Prevailing Wage.** In accordance with Labor Code Sections 1770-1773 prevailing wages must be paid to all workers on a "public works" project when the project is over \$1,000.
- **Price Analysis.** The evaluation of price data, without analysis of the separate cost components and profit as in cost analysis, which may assist in arriving at prices to be paid and costs to be reimbursed.
- **Pricing Data.** Information concerning prices for items substantially similar to those being procured. Prices in this definition refer to offered or proposed selling prices, historical selling prices and current selling prices. The definition refers to data relevant to both prime and sub-contract prices.

- **Procurement.** The buying, purchasing, renting, leasing, trading, or otherwise acquiring of any supplies, equipment, services, or construction. It also includes all functions that pertain to the obtaining of any supplies, equipment, services, or construction, including descriptions of requirements, selection and solicitation of sources, preparation and award of contracts, and all phases of contract administration.
- **Procurement Policy.** Procurement governing document approved by resolution by the City Council of Farmersville.
- **Public Works Project.** As defined in Public Contract Code § 20150.2, "public project" means: a project for the erection, improvement, and repair of public buildings and works.
- **Purchase Order.** City's commitment for the value of the material or service ordered. It is a legal document.
- **Request for Proposals.** All documents, whether attached or incorporated by reference, utilized for soliciting proposals. Requests for Proposals (RFP) are generally awarded based on several evaluation factors, including price.
- **Requesting Department.** Any department, commission, board, or agency requiring supplies, equipment, services, or construction.
- **Responsible Bidder or Offeror.** A person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance, and who has submitted a bid that conforms in all material respects to the requirements set forth in the solicitation.
- **Services.** The furnishing of labor, time, or effort by a contractor, not involving delivery of a specific product other than reports which are merely incidental to the required performance.
- **Specification** Any description or scope of work of the physical or functional characteristics or of the nature of supplies, equipment, service, or construction. It may include a description of any requirement for inspection, testing or delivery of supplies, equipment, services, or construction.
- **Supplier List.** A list of potential bidders, listed by commodity codes for materials and services furnished.

# Appendix A:

# Purchasing Threshold Matrixes

## City of Lindsay Purchasing Threshold Matrixes

<b><u>Settlements and Other Agreements</u></b>			
<b><u>Amount</u></b>	<b><u>Required Documents</u></b>	<b><u>Authorized Buyer</u></b>	<b><u>Additional notes</u></b>
<u>\$1 - \$25,000</u>	<u>-</u>	<u>City Manger</u>	<u>Covered by CSJVRMA MOC.</u>
<u>Over \$25,000</u>		<u>City Council</u>	<u>None.</u>

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<b><u>Outside Legal Services</u></b>			
<b><u>Amount</u></b>	<b><u>Required Documents</u></b>	<b><u>Authorized Buyer</u></b>	<b><u>Additional notes</u></b>
<u>\$1 - \$120,000</u>		<u>Purchasing Agent</u>	<u>None.</u>
<u>Over \$120,000</u>		<u>City Council</u>	<u>None.</u>

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<b><u>Commodities: Material and Equipment (includes vehicles)</u></b>			
<b><u>Amount</u></b>	<b><u>Required Documents</u></b>	<b><u>Authorized Buyer</u></b>	<b><u>Additional notes</u></b>
<u>\$1 - \$10,000</u>	<u>None.</u>	<u>Department Head</u>	<u>Capital assets must be listed on the approved capital budget.</u>
<u>\$10,001 - \$20,000</u>	<u>Verbal quotes required (3)</u> <u>Approval memo from the Department Head.</u>	<u>Department Head</u>	<u>Capital assets must be listed on the approved capital budget.</u>
<u>\$20,001 - \$60,000</u>	<u>Verbal quotes required (3)</u> <u>Approval memo from the Purchasing Agent</u>	<u>Department head</u>	<u>Capital assets must be listed on the approved capital budget.</u>
<u>\$60,001 - \$120,000</u>	<u>Written quotes required (3)</u> <u>Competitive bidding required</u>	<u>Purchasing Agent</u>	<u>Capital assets must be listed on the approved capital budget.</u>
<u>Over \$120,000</u>	<u>Competitive bidding required</u> <u>Approval from City Council for formal RFP or IFP.</u>	<u>City Council</u>	<u>Capital assets must be listed on the approved capital budget.</u>

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**Services, non-construction (includes consulting services)**

<u>Amount</u>	<u>Required Documents</u>	<u>Authorized Buyer</u>	<u>Additional notes</u>
<u>\$1 - \$10,000</u>	<u>None.</u>	<u>Department Head</u>	
<u>\$10,001 - \$20,000</u>	<u>Verbal quotes required (3).</u>  <u>Approval memo from the Department Head.</u>	<u>Department Head</u>	<u>An exception to the normal bidding process may apply when using contracted professional staff in their role as the City representative, in their respective field, under their existing contract.</u>
<u>\$20,001 - \$60,000</u>	<u>Verbal quotes required (3).</u>  <u>Approval memo from the Purchasing Agent.</u>	<u>Department head</u>	<u>An exception to the normal bidding process may apply when using contracted professional staff in their role as the City representative, in their respective field, under their existing contract.</u>
<u>\$60,001 - \$120,000</u>	<u>Written quotes required (3).</u>  <u>Competitive bidding required.</u>	<u>Purchasing Agent</u>	<u>An exception to the normal bidding process may apply when using contracted professional staff in their role as the City representative, in their respective field, under their existing contract.</u>
<u>Over \$120,000</u>	<u>Competitive bidding required.</u>  <u>Approval from City Council for formal RFP or IFP.</u>	<u>City Council</u>	

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Amount	Conditions	Authorized Buyer	Process	Additional Notes
\$1 <del>\$4020,000</del>	Administrative Process	Department Head	<u>Informal written or verbal quotes required (3)</u>	Capital Assets must be listed on Approved Capital Budget
<del>\$4020,001</del> <del>\$2560,000</del>	Approval Memo from the Purchasing Agent	Department Head with Purchasing Agent Approval		Capital Assets must be listed on Approved Capital Budget
<del>\$2560,001</del> <del>\$59120,000</del>	Competitive bidding required: <u>informal written quotes</u>	Purchasing Agent		Capital Assets must be listed on Approved Capital Budget
Over <del>\$59120,000</del>	Competitive bidding required: <b>formal</b> RFP or IFB with approval from City Council	Purchasing Agent with Council Approval		Capital Assets must be listed on Approved Capital Budget

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### Outside Legal Services

Amount	Conditions	Authorized Buyer	Notes
\$1 <del>\$59120,000</del>	Written approval from City Attorney	Purchasing Agent	PA signs contract
Over <del>\$59120,000</del>		City Council	Mayor signs contract

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### Settlements & Other Agreements

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

### Commodities (Materials & Equipment)

<b>Services, construction</b>			
<b>Amount</b>	<b>Required Documents</b>	<b>Authorized Buyer</b>	<b>Additional notes</b>
\$1 - \$10,000	None.	Department Head	Capital assets must be listed on the approved capital budget.
\$10,001 - \$50,000	Verbal quotes required (3)  Approval memo from the Purchasing Agent.	Department Head	Capital assets must be listed on the approved capital budget.
\$50,001 - \$100,000	Written quotes required (3)  Approval memo from the Purchasing Agent	Department Head	Capital assets must be listed on the approved capital budget.
\$100,001-\$200,000	Informal bids required; three bids preferred (3)  All accepted bids must comply with CUPCCAP	Purchasing Agent	Capital assets must be listed on the approved capital budget.
Over \$200,000	Competitive bidding required  Approval from City Council for <b>formal RFP</b> or IFP.	City Council	Capital assets must be listed on the approved capital budget.

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### Services (Non-Construction)

<b>Amount</b>	<b>Conditions</b>	<b>Authorized Buyer</b>	<b>Notes</b>
\$1-\$10,000	Administrative-Process	Department Head	

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

### Services (Construction)

<i>Amount</i>	<i>Conditions</i>	<i>Authorized Buyer</i>	<i>Notes</i>
<b>\$1—\$10,000</b>	Administrative Process	Department Head	
<b>\$10,001—\$25,000</b>	Approval Memo from the Purchasing Agent	Department Head with Purchasing Agent Approval	
<b>\$25,001—\$50,000</b>	Competitive bidding required: <u>informal written quotes</u>	Department Head with Purchasing Agent Approval	Three bids preferred
<b>\$50,001—\$200,000</b>	Competitive bidding required: <b>informal bids comply with CUPCCAP</b>	City Council	Three bids preferred
<b>Over \$200,000</b>	Competitive bidding required: <b>formal</b> RFP or IFB with approval from City Council	City Council	Three bids preferred & Contract required; Mayor signs contract

### Federally Funded Projects / Grants Procurement

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All dollar amounts are rounded to the nearest dollar to fit into threshold ranges (i.e. total cost of \$140,000.50 would fit into \$140,001 - \$2520,000 range).

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The purchasing thresholds listed in these tables do not represent purchasing thresholds set for grant and federal funding sources. In no instance is procurement to occur outside of the approved program guidelines for federal and grant funds awarded.

## Federally Funded Projects / Grants Procurement

Amount	Conditions	Authorized Buyer	Notes
<del>\$1—\$10,000 (Micro Purchases)</del>	<del>Administrative- Process</del>	<del>Department Head</del>	
<del>\$10,001—\$250,000 (Small Purchases)</del>	<del>Competitive bidding required: <u>informal</u> <u>written quotes</u></del>	<del>Purchasing Agent</del>	<del>More than one bid required</del>
<del>Over \$250,000</del>	<del>Competitive bidding required: <u>Formal</u> <u>process</u> <u>1—</u> Sealed Bids (if feasible) <u>2—</u> Competitive Proposals (if feasible) <u>3—</u> Sole Source (if only option)</del>	<del>Purchasing Agent</del>	<del>More than one bid required</del>

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## STAFF REPORT

TO: Lindsay City Council  
FROM: Joseph Tanner, City Manager  
DEPARTMENT: City Manager  
ITEM NO.: 10.1  
MEETING DATE: November 9, 2021

### **ACTION & RECOMMENDATION**

Consider Options for the 2022 Friday Night Market Season and Provide Direction to Staff.

### **BACKGROUND | ANALYSIS**

Staff is seeking direction on the following options for the 2022 market season:

1. Direct staff to negotiate a new contract with Jimora Enterprises and bring the contract back to City Council for final approval, or
2. Move forward on a Request for Proposal (RFP) to operate the Friday Night Market, or
3. Direct staff to manage operations of the Friday Night Market

All three alternatives have been carefully reviewed by Staff and a cost-analysis and Request for Proposal (RFP) are being presented at Council's request.

#### Option 1

The existing contract between the City and Jimora Enterprises, states that Jimora Enterprises shall coordinate a Friday Night Market with the City of Lindsay in an area defined by the City. Jimora Enterprises provides staff, carries out the applicable services for the Market, and pays \$2,000.00 to the City per market session. The initial contract between the City and Jimora Enterprises was signed on April 26, 2019 and the term of the agreement is from the effective date to thirty-six (36) months from the effective date. The parties may renew this agreement on an annual basis regarding the initial thirty-six-month term. The contract may be terminated by either party by giving sixty (60) days prior written notice to the other. Due to the conditions created by COVID-19, an amendment was approved on June 23, 2020 where the City modified the payment schedule for Jimora Enterprises to \$1,000.000 for the remaining Friday Night Market sessions of the season. If council chooses to negotiate a new contract with Jimora Enterprises, the City will see little to no changes in the flow of operations or timeliness of the Friday Night Market and can negotiate new contract terms.

#### Option 2

An alternative to renewing the contract between the City and Jimora Enterprises is to authorize city staff to open a Request for Proposal (RFP) for a new Friday Night Market operator. A benefit the City could see in securing a contract with a new operator is re-negotiating the existing market operator contract to increase



## **STAFF REPORT**

the revenue the city receives per market session. The City could see challenges in finding a new market operator set forth by COVID-19 and limitations on large-scale events. The City could possibly see a delay in securing a contract in time to continue the market in its regular season.

### **Option 3**

Council could also direct the City and staff to manage the operation of the Friday Night Market. The City could benefit from having more control over revenue to the City. However, the city would need to create a full-time staff position for a designated individual to manage the logistical operations of the Friday Night Market. The City would also assume all liability over the market's operations.

### **FISCAL IMPACT**

If the Council chooses to extend the contract with Jimora Enterprises, the City can negotiate new terms for the 2022 regular market season, possibly increasing revenue the City receives per market session.

If the Council approves a Request for Proposal (RFP) for the Friday Night Market, then the City could face challenges in securing a contract with a new operator and potentially lose out on the regular revenue it receives from the existing market operator. The Request for Proposal (RFP) highlights the cost share of the new market operator and the City, as well as the terms of the contract, which could be negotiated.

If the Council solicits City Staff to operate the Friday Night Market, the City will assume all liability and costs associated with its operations, as well as salary costs for a full-time staff member to manage operations of the market. The estimated cost for the City to operate the market is \$340,285.21 per year. The estimated revenue the City could expect for operations of the market is \$29,314.79 per year.

### **ATTACHMENTS**

- Contract for Market Operations
- Cost-Analysis
- Draft Request for Proposal (RFP)

**Project: Friday Night Market Operations**  
 Market Season: March - November, annually

	Unit Price	Number of Units	Total Market Season Revenue / Expenditures
Booths	\$ 100.00	60.00	192,000.00
Food Vendors	\$ 175.00	30.00	168,000.00
Beer Sales	\$ 1.00	300.00	9,600.00
<b>Total Estimated Revenue:</b>			<b>\$ 369,600.00</b>

Position	TOTAL Salaries and Benefits	Total Taxes	
FT Market Manager	\$ 86,939.15	5,340.33	92,279.48
PT Senior Maintenance	\$ 18,128.06	2,669.31	20,797.37
PT Maintenance/ Cleaning (seasonal)	\$ 6,500.00	555.75	7,055.75
PT Maintenance/ Cleaning (seasonal)	\$ 6,500.00	555.75	7,055.75
PT Maintenance/ Cleaning (seasonal)	\$ 6,500.00	555.75	7,055.75
<b>Total Salaries and benefits:</b>			<b>134,244.10</b>

	Unit Cost	
Security, 5 staff contracted	\$ 30.00	64,800.00
Entertainment (DJ)	\$ 400.00	14,400.00
Risk review	\$ 2,000.00	2,000.00
Refuse	\$ 1,324.41	11,919.69
Marketing	\$ 2,000.00	\$ 2,000.00
Street Sweeping	\$ 600.00	\$ 21,600.00
<b>Total Professional Services:</b>		<b>\$ 116,719.69</b>

Porta Potties (6)	\$ 180.00	\$ 9,720.00
<b>Total Equipment and Maintenance:</b>		<b>\$ 9,720.00</b>

Contingency	\$ 15,000.00	\$ 15,000.00
<b>Total Contingencies:</b>		<b>\$ 15,000.00</b>
Subtotal Expenses:		\$ 309,350.19

Admin (CM/CS)	10%	30,935.02
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**Total estimated costs: \$ 340,285.21**

**Total Net Profit/(Loss): \$ 29,314.79**

Revenue per session:	2,500.00
Estimated Sessions/Season:	32
<b>Total Revenue under new RFP:</b>	<b>80,000.00</b>

Potential increase/(decrease) to General Fund: \$ (60,685.21)



# CONTRACT FOR MARKET OPERATIONS

City of Lindsay and Jimora Enterprises

## EFFECTIVE DATE

The effective date of this *amended* contract is: April 26, 2019. New text is shown in italics.

## PARTIES

This agreement is made and entered into this 24th day of April, 2019 by and between the City of Lindsay, a Charter City of the State of California, hereinafter referred to as "CITY", and Jimora Enterprises, a private company, duly organized and existing under and by virtue of the laws of the State of California, hereinafter referred to as "JIMORA ENTERPRISES".

DESIGNATION	"CITY"	"JIMORA ENTERPRISES"
LEGAL NAME	City of Lindsay	Jimora Enterprises
DOING BUSINESS AS NAME	City of Lindsay	Jimora Enterprises
ADDRESS	251 E. Honolulu Street P.O. Box 369 Lindsay, CA 93247	
PHONE NUMBER	(559) 562-7102 x 8011	
MAIN CONTACT	Bret Harmon	

## SCOPE OF SERVICES

JIMORA ENTERPRISES shall coordinate a Friday Night Market (Market) within the City of Lindsay in an area defined by CITY. The parties desire to enter into an agreement whereby JIMORA ENTERPRISES will provide staff and will carry out the applicable services for the Market. Services shall include, but are not limited to those described herein:

- 1) JIMORA ENTERPRISES agrees to provide market services as described in Exhibit A: JIMORA ENTERPRISES' proposal.
- 2) JIMORA ENTERPRISES shall maintain the downtown area and all improvements used in conjunction with the Market in a safe and sanitary condition. Maintenance shall include the following at a minimum; however, CITY reserves the right to amend the responsibilities or frequency of action depending upon effectiveness of the cleaning/maintenance action.
  - a. Upon vendor setup and periodically during the Market event, all Market-affected areas shall be inspected by JIMORA ENTERPRISES staff for dangerous conditions and/or hazards, hidden or otherwise. JIMORA ENTERPRISES staff shall make reasonable efforts to repair and/or notify CITY of any discovered dangerous or hazardous conditions. In no case shall the public be permitted to be in proximity of a known hazard.
  - b. Trash shall be removed and managed as it pertains to the Friday Night Market and its vendors. This shall include emptying trash receptacles and maintaining restrooms.





# CONTRACT FOR MARKET OPERATIONS

City of Lindsay and Jimora Enterprises

- c. Cleanup shall occur during and following every Market event. In no instance shall trash be allowed to accumulate. Cleanup shall include sweeping, operating leaf blowers and picking up trash as needed. In no case shall trash be present after 10am Saturday, following a Market event. The operation of leaf blowers should take into account the impact of noise on nearby residents, especially during evening and early morning hours.
  - d. Sidewalks affected by Market activities and other areas identified by CITY shall be pressure washed just prior to the first Market of the season and monthly thereafter throughout the Market season. A final pressure washing shall occur following the last market of the season. This process shall be evaluated by CITY and the schedule confirmed or adjusted in frequency and scope as needed.
  - e. The JIMORA ENTERPRISES shall provide appropriate waste receptacles as needed. Nothing shall be dumped into or onto storm drain inlets, planters, gutters or grass/shrub/dirt areas. Only proper waste receptacles shall be used.
  - f. Bulk waste cooking grease receptacles for food vendors shall be obtained and managed by the JIMORA ENTERPRISES.
  - g. Damages due to actions and/or negligent supervision of JIMORA ENTERPRISES and/or activities of the vendors and its customers shall be the responsibility of the JIMORA ENTERPRISES to repair or replace or to reimburse for costs associated with the repair or replacement.
- 3) *JIMORA ENTERPRISES agrees that a local brick-and-mortar business, including a service provider, store or restaurant, fronting onto the Market area shall not be charged a vendor fee for Market participation when selling what is routinely sold from that business. To qualify, the business must front onto the Market area, be open a minimum of five days per week and provide said service, merchandise or food item(s) for sale to the general public routinely throughout those five days. A local brick-and-mortar business may also sell services, merchandise or food item(s) not routinely sold from their business; however, said business shall be subject to the same Market vendor fees, restrictions and requirements applying to itinerant vendors.*
  - 4) *JIMORA ENTERPRISES agrees that non-profit and not-for-profit organizations providing information, collecting signatures or seeking donations approved by the City shall not be charged a vendor fee for Market participation. JIMORA ENTERPRISES may, at its sole discretion, limit the number of organizations participating in the Market at any given time and limit the number of Market sessions in which a specific non-profit and not-for-profit organization may participate.*
  - 5) JIMORA ENTERPRISES agrees that it will comply with all applicable laws, ordinances, and rules imposed by CITY, State and Federal agencies.

## TERM

The term of the agreement is from the effective date to thirty-six (36) months from the effective date. The parties may renew this Agreement on an annualized basis, following the initial thirty-six-month term. This Agreement may be terminated by either party by giving sixty (60) days prior written notice to the other.



## REVENUE SHARING

During the first twelve (12) months of operation, JIMORA ENTERPRISES shall pay CITY \$2,000 per Market session. During months thirteen (13) through (24) of operation, JIMORA ENTERPRISES shall pay CITY \$2,500 per Market session. During months twenty-five (25) and thirty-six (36) of operation, JIMORA ENTERPRISES shall pay CITY \$3,000 per Market session.

CITY reserves the right to authorize session-specific reductions to the per-Market-session fee for mitigating circumstances. JIMORA ENTERPRISES shall meet with CITY to petition for any such session-specific reductions.

## INSURANCE

JIMORA ENTERPRISES shall procure and maintain at JIMORA ENTERPRISES's own cost and expense for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by the JIMORA ENTERPRISES, its agents, representatives, employees, or sub-contractors.

The City of Lindsay shall be named as additional insured under such insurance policies and JIMORA ENTERPRISES shall provide CITY with Certificates of Insurance evidencing such insurance and proof of payment of insurance premiums. JIMORA ENTERPRISES must notify CITY within 24 hours of any cancellations of such insurance policies.

Without in any way affecting the indemnity provided, JIMORA ENTERPRISES shall secure before commencement of the work and throughout the contract the following types and amounts of insurance:

### Minimum Limits of Insurance

JIMORA ENTERPRISES shall obtain insurance of the types and in the amounts described below:

- Commercial General Liability Insurance
  - JIMORA ENTERPRISES shall maintain commercial general liability (CGL) with a limit of not less than \$1,000,000 each occurrence/\$2,000,000 in the annual aggregate.
- Business Auto Liability Insurance
  - JIMORA ENTERPRISES shall maintain business auto liability with a limit of not less than \$1,000,000 each accident.
- Workers' Compensation and Employer's Liability Insurance
  - JIMORA ENTERPRISES shall maintain workers' compensation insurance as required by the State of California and Employer's Liability Insurance in the amount of \$1,000,000 per accident for bodily injury or disease.
- Property Damage
  - JIMORA ENTERPRISES shall maintain broad form property damage insurance, to include fire legal liability with a limit of not less than \$50,000 per occurrence.
- Minimum Scope of Insurance
  - CGL insurance shall be written on Insurance Services Office form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations,



# CONTRACT FOR MARKET OPERATIONS

City of Lindsay and Jimora Enterprises

- independent JIMORA ENTERPRISESs, products-completed operations, personal injury and advertising injury liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and explosion, collapse and underground hazards.
- Business Auto Insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be written on Insurance Services Office form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.
  - Deductibles and Self-Insured Retentions
    - Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, or volunteers; or the JIMORA ENTERPRISES shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigation, claim administration and defense expenses.
  - Other Insurance Provisions
    - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
      - CITY, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the JIMORA ENTERPRISES; and with respect to liability arising out of work or operations performed by or on behalf of the JIMORA ENTERPRISES including materials, parts or equipment furnished in connection with such work or operations. Under the CGL policy, using the Insurance Services Office additional insured endorsement form CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. City and other additional insureds mentioned in this paragraph shall not, by reason of their inclusion as additional insureds, become liable for any payment of premiums to carriers for such coverage.
      - For any claims related to this project, the JIMORA ENTERPRISES's insurance coverage shall be primary as respects CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officers, officials, employees, or volunteers shall be excess of the JIMORA ENTERPRISES's insurance and shall not contribute with it.
  - Workers' Compensation and Employer's Liability
    - The insurer shall agree to waive all rights of subrogation against CITY, its officers, officials, employees, and volunteers for losses arising from activities and operations of JIMORA ENTERPRISES in the performance of services under the contract.
  - All Coverages
    - Each insurance required by this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to CITY as set forth in the notice requirement of this Agreement.
    - If JIMORA ENTERPRISES, for any reason, fails to maintain insurance coverage that is required pursuant to this Contract, the same shall be deemed a material breach of contract. CITY, at its sole



option, may terminate this Contract and obtain damages from the JIMORA ENTERPRISES resulting from said breach.

- Acceptability of Insurers
  - Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:6 unless otherwise approved by CITY.
- Verification of Coverage
  - JIMORA ENTERPRISES shall furnish CITY with original certificates and amendatory endorsements effecting coverage required by this section. The certificates and endorsements for each policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements should be on forms provided by CITY or on other than CITY's forms, provided those forms and endorsements conform to the requirements. All certificates and endorsements are to be received and approved by CITY before work commences. CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.
- Sub-Contractors
  - JIMORA ENTERPRISES shall include all sub-contractors as insureds under its policies or shall furnish separate certificates and endorsements for each sub-contractor. All coverages for sub-contractors shall be subject to all requirements stated herein.

## INDEMNIFICATION

The City of Lindsay shall not be liable for any damage, loss or injury to the person, property or effects of JIMORA ENTERPRISES or of any agent, servant, employee, contracted staff, volunteer or patron of JIMORA ENTERPRISES on, in or about the Friday Night Market activities other than through the negligence attributable to CITY. JIMORA ENTERPRISES agrees to indemnify, protect, and hold harmless CITY against any and all such damages, cost, attorney's fees or employees.

JIMORA ENTERPRISES shall carry workers' compensation insurance for all its employees in accordance with workers' compensation laws of the State of California. JIMORA ENTERPRISES will indemnify CITY, its officials and employees against, and hold them harmless from, any and all liability for damages on account of injury to persons or damage to property resulting from or arising out of or in any way connected with the performance by JIMORA ENTERPRISES of this Agreement, and reimburse CITY, its officials and employees for all costs, expenses and losses incurred by them in consequence of any claims, demands and/or causes of action which may be brought against them arising out of the performance by JIMORA ENTERPRISES of this Agreement.

JIMORA ENTERPRISES agrees to indemnify and hold the City of Lindsay harmless from any liability, claims, or damages arising out of or in any way connected with JIMORA ENTERPRISES's performance.

JIMORA ENTERPRISES shall furnish CITY with a Certificate of Insurance with limits of at least \$1,000,000.00 for bodily injuries on each occurrence and \$1,000,000.00 for property damage on each occurrence. The Certificate of Insurance shall state that the contractual liability assumed under this Agreement is covered and shall provide that



# CONTRACT FOR MARKET OPERATIONS

City of Lindsay and Jimora Enterprises

ten (10) days' notice of cancellation or reduction in coverage shall be given to CITY. Certificates of said coverages shall be filed with the City Clerk before any work commences related to the Market.

## GENERAL PROVISIONS

CITY may terminate this Agreement at any time if it determines that one or more of the following conditions exist:

- 1) JIMORA ENTERPRISES fails to comply with any term or condition of this Agreement.
- 2) JIMORA ENTERPRISES improperly performs any of the services to be performed pursuant to this Agreement.

No termination shall occur until and unless CITY shall first provide JIMORA ENTERPRISES with written notice specifying the grounds for such proposed termination and providing JIMORA ENTERPRISES, if appropriate, with reasonable time to correct such violation. Should JIMORA ENTERPRISES fail or refuse to act within the time specified to correct any such violation, CITY may thereafter terminate this Agreement by giving JIMORA ENTERPRISES written notice thereof.


## SIGNATURES

IN WITNESS WHEREOF the Parties to this Agreement have dully affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 24th day of April 2019.


CITY OF LINDSAY

JIMORA ENTERPRISES

  
William Zigler, City Manager

  
Susana Mora, Principal

ATTEST:

  
City Clerk



# CONTRACT FOR MARKET OPERATIONS

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City of Lindsay and Jimora Enterprises

EXHIBIT A

JIMORA ENTERPRISES's Proposal

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A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State Of California  
County Of Tulare

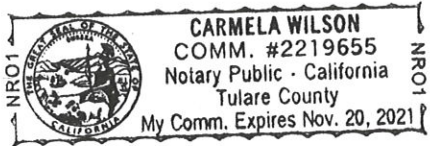
On 4-24-2019 before me, CARMELA Wilson Notary Public

personally appeared William Ziegler and Susana Mena

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Carmela Wilson Notary  
Signature of Notary Public

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title of Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages - - including Notary Page

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s)
- Partner  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s)
- Partner  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signers is Representing: \_\_\_\_\_

Signers are Representing: \_\_\_\_\_



## **REQUEST FOR PORPOSALS**

# **FIRDAY NIGHT MARKET OPERATIONS**

**CITY OF LINDSAY  
251 E. HONOLULU  
P.O. BOX 369  
LINDSAY, CA. 93247**



## I. GENERAL INFORMATION

### Contact Person

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Joe Tanner  
City Manager  
[jtanner@lindsay.ca.us](mailto:jtanner@lindsay.ca.us)  
(559) 562-7102 x8010

### Schedule

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RFP Released to Public	XXXX
<hr/>	
RFP Responses Due	
<hr/>	
City Review	
<hr/>	
Oral Interviews	
<hr/>	
Presented to Council for Approval	
<hr/>	
Market Season Starts	March 2022

### General

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The City of Lindsay is accepting proposals to run operations for the Lindsay Friday Night Market.

Interested parties should submit **three (3) copies** of their proposal and bids by 4:00 PM, XXXXXX to:

City of Lindsay  
Attn: Joe Tanner, City Manager  
251 E. Honolulu Street  
P.O. Box 369  
Lindsay, CA 93247

Questions about this Request for Proposal should be directed to Joe Tanner, City Manager, at [jtanner@lindsay.ca.us](mailto:jtanner@lindsay.ca.us). Or (559)562-7102 ext. 8010

It is the bidder's responsibility to ensure bids are received prior to the 4:00 PM bid closing time. Late bids will not be accepted. The City of Lindsay reserves the right to award or reject bids, in part or in whole and on any basis, it deems in the best interest of the City.

## II. INTRODUCTION

The Friday Night Market is a well-attended and important part of the culture in Lindsay. The City is interested in reviewing and evaluating options for continuing the Market experience for residents and vendors. The purpose of this RFP is to solicit proposals from qualified and experienced market operators to not only enhance the market experience, but also to ensure its sustainability for years to come. The City encourages individuals, businesses and organizations experienced in operating markets (e.g. swap meets, farmers markets, vendor fairs, or other major events on a regular basis) to submit proposals.

The City will endeavor to administer the proposal process in accordance with the terms and dates outlined in this RFP; however, the City reserves the right to modify the activities, timeline, or any other aspect of the process at any time, as deemed necessary.

The award of any contract shall be contingent on the requisite staff and Council approvals. Determination of best value to the City shall be based upon, but not limited to, the following considerations: revenue to the City; the ability, capacity, and skill of the proposer to provide the services; the ability of the provider to help the Market prosper; the character, integrity, reputation, judgment, experience, and efficiency of the provider; and the quality of the provider's performance on previous contracts with the City. No single factor will determine the final award decision.

In its sole discretion, the City reserves the right to (1) withdraw this RFP without notice, (2) accept or reject any or all submittals, and (3) accept submittals which deviate from the RFP as the City deems appropriate and in its best interest. The City reserves the right to negotiate with any, all or none of the applicants responding to the RFP. Following submission, the applicant agrees to deliver such further details, information, and assurances relating to the purpose of providing a Market. Presentations regarding submissions may be required at the sole discretion of the City and may include a review of current services offered at other locations.

All costs and expenses associated with the preparation of any response, report, statement, or presentation in response to or in conjunction with this RFP shall be borne by the applicant.

The City shall have no obligation or liability with respect to this RFP and/or this selection and award process, nor does the City make any representation that an award will be made. Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this disclaimer and agrees to be bound by the terms hereof. The City reserves the right to use any information submitted in response to this document in any manner it deems appropriate in evaluating the services proposed.

### III. VISION FOR THE MARKET

The Lindsay Market is designated a special event and has been known for years as the Friday Night Market. The City desires to continue the tradition of holding the Market on Friday nights and is interested in expanding the Market event to include a certified farmers market to promote the health of our community and encourage local agriculture.

The City envisions a market and market partner that encourages positive community engagement and involvement, a focus on community building, provides a fun and festive atmosphere, and offers support for local vendors and agriculture. The Market has been held in the downtown area, as shown on the map below. The City is open to discussions related to keeping this footprint, expanding, or relocating the Market. Respondents are encouraged to reach out to the City Manager for questions.

The Market is a family-friendly event. The operator will need to isolate alcohol consumption to a designated area. Vendors should be placed in locations that do not compromise Friday sales at local restaurants or of other downtown vendors.

Downtown: From Mirage to Sweet Brier on Honolulu. From Apia to midblock north of Honolulu on Elmwood and from Honolulu to just south of Hermosa on Sweetbriar.



## IV. PROPOSAL PROCESS

### Contract Term

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It is the intent of the City to award the contract for an initial three-year period with active market operations held annually from November through March. Any extension or renewal of the contract term or months of operation will be at the sole discretion of the City. No changes to the special event form or Market designation shall be made by the Operator without written approval of the City.

### Proposal Submission & Questions

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Proposals must be submitted to:

City of Lindsay  
Att: Joe Tanner, City Manager  
251 E. Honolulu Street  
P.O. Box 369  
Lindsay, CA 93247

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Questions shall be submitted via email only to:

Joe Tanner, City Manager  
[jtanner@lindsay.ca.us](mailto:jtanner@lindsay.ca.us)

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Email subject line should begin with:

City of Lindsay – Market RFP

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### Proposal Format

Proposals shall be no more than 8 pages in length using standard 8½" x 11" letter-sized paper, printed double-sided and bound along the long edge. Three printed copies of the proposal should be submitted. Proposals shall consist of primary information, experience and market strategy, market methodology, rules and regulations, personnel, and references.

## V. PROPOSAL CONTENTS

Proposals shall include sections as follows:

### Primary Information

- Executive Summary of the proposal, describing important elements of the proposal
- Identification of the lead entity, including legal name and address of company or non-profit proposing to conduct the Lindsay Market
- Physical address(es) of office(s) working on this project
- Name, title, address, email, and telephone number of the person to serve as project manager and a proposal contact.

## **Experience and Market Strategy**

- Description of experience in operating markets or resume.
- Description of any past event management experience including, but not limited to, booth arrangement, traffic flow, parking, market event set-up and take-down, security, and any other related information.
- Description of advertising and marketing philosophy and experience as it relates to operating a market.
- Description of knowledge and ability to obtain all regulatory/health permits and County and State certifications applicable to the operation and management of a market.
- Description of the proposed time and location of the Market. If the Market is in the evening, then it must end no later than 10PM. Road Closures can start at 3:00 pm.
- Description of proposed market items and proposed percentages of items such as fruits and vegetables, other raw food, prepared food, and non-food items.
- Description of any past special event management expertise including, but not limited to, event production.
- Description of revenue share with the City (flat rate or percentage).
- Description of experience working with existing retail and restaurant merchants to include them in Market opportunities and events.
- Number of vendor complaints received and actions taken to resolve.

## **Market Methodology**

- Description of space requirements and, if any, electrical requirements.
- Description of proposed Market operating hours.
- Description of proposed project organization, including security, staffing and responsibilities of key personnel, and availability during non-market hours. Include resumes for key personnel as attachments.
- Description of qualifications and experience of the individual who will act as the Market Manager including a detailed job/duties description. Market Manager must be on site during the Market. If a Market Manager has not yet been identified, describe in detail the process for recruiting and selecting a Market Manager and include a detailed job/duties description for same as attachment.
- Provide a projected operational budget of costs and services proposed, including but not limited to costs associated with marketing and vendor recruitment.
- Provide a project timeline for services provided leading up to, and including, the opening day of the Market, and throughout the operation throughout the Market.

## **Rules and Regulations**

Provide an outline for the following Rules and Regulations for the operation of the Market, which should include consideration of, but is not limited to, the following:

- General rules for all participants
- Application process and price for vendors
- Process for vendor selection and space allocation
- Process for vendor approval, or denial and maintenance of a waiting list
- Requirements for Edible Food Vending
- Fundraisers and Non-Profit organizations
- Compliance with City municipal code including waste
  - Must comply with SB 1383 and Municipal Code 8.34, updated by Ordinance 590 and shall include an organics recycling plan for vendors and public.
- Entertainment – music (including youth oriented), live performance arts, etc.

### **City Requirements**

Potential Operators shall consider the following requirements:

- Electricity will not be provided by the City
- Vendors will not be allowed to utilize streetscape outlets
- Market operator shall be responsible for providing additional safety lighting
- Market operator shall be responsible and assume all liability for street closure(s)
- Market operator shall be responsible for any damages incurred during the market session
- Market operator will be granted access to public restrooms at Sweet Brier Plaza and will be responsible for fully stocking, cleaning, and managing the restrooms during the market session.
- The City will provide power and gas in the ‘Mercado’ area, and the operator will reimburse the City for usage during the operation of the City.
- Market operator will be required to clean (pressure wash) all sidewalks within the Market area
- Market operator shall take in consideration of local vendors when renting spots to vendors
- Market operator shall have set fees and layout for spots rented out to vendors
- Market operator shall take in consideration of local businesses (those who front the market pathway) requests

### **Personnel**

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All personnel used by the Market Operator under this program will be employees of the Market Operator. Market Operator shall pay all salaries, insurance and expenses, all federal and state taxes. Market Operator must comply with legal requirements including the Federal Fair Labor Standards Act, Equal Opportunity Employment, and the Americans with Disabilities Act.

The Market Operator, the Market Operator’s employees, and its contractors and sub-contractors, shall be competent and careful workers skilled in their respective trades. The Market Operator shall neither knowingly employ nor contract with any person who engages in misconduct or is incompetent or negligent in due and proper performance of his or her duties and the Market Operator must warrant the fitness of all employees.

### **References**

Respondents shall provide three references directly familiar with respondent’s experience in market

operations. Should include description of and length of relationship and contact information.

## **VI. INSURANCE REQUIREMENTS**

### **Market Operator's Insurance**

Prior to commencing work, the Market Operator shall procure and maintain at Market Operator's own cost and expense for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Market Operator, his or her agents, representatives, employees, or sub-contractors. The cost of such insurance shall be included in Market Operator's proposal.

The City of Lindsay shall be named as additional insured under such insurance policies and Market Operator shall provide the City with Certificates of Insurance evidencing such insurance and proof of payment of insurance premiums. Market Operator must notify the City within 24 hours of any cancellations of such insurance policies.

Without in any way affecting the indemnity provided, the Market Operator shall secure before commencement of the work and throughout the contract the following types and amounts of insurance:

### **Minimum Limits of Insurance**

Market Operator shall obtain insurance of the types and in the amounts described below (subject to modification prior to contract execution):

If Market Operator, for any reason, fails to maintain insurance coverage that is required pursuant to this Contract, the same shall be deemed a material breach of contract. The City, at its sole option, may terminate this Contract and obtain damages from the Market Operator resulting from said breach.

### **Commercial General Liability Insurance**

Market Operator shall maintain commercial general liability (CGL) with a limit of not less than \$1,000,000 each occurrence/\$1,000,000 in the annual aggregate.

### **Business Auto Liability Insurance**

Market Operator shall maintain business auto liability with a limit of not less than \$1,000,000 each accident.

### **Workers' Compensation and Employer's Liability Insurance**

Market Operator shall maintain workers' compensation insurance as required by the State of California and Employer's Liability Insurance in the amount of \$1,000,000 per accident for bodily injury or disease.

### **Property Damage**

Market Operator shall maintain broad form property damage insurance, to include fire legal liability with

a limit of not less than \$50,000 per occurrence.

### **Workers' Compensation and Employer's Liability**

The insurer shall agree to waive all rights of subrogation against the City of Lindsay, its officers, officials, employees, and volunteers for losses arising from activities and operations of Market Operator in the performance of services under the contract.

1. If Market Operator, for any reason, fails to maintain insurance coverage that is required pursuant to this Contract, the same shall be deemed a material breach of contract. The City, at its sole option, may terminate this Contract and obtain damages from the Market Operator resulting from said breach.

### **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:6 unless otherwise approved by the City.

### **Verification of Coverage**

Market Operator shall furnish the City of Lindsay with original certificates and amendatory endorsements effecting coverage required by this section. The certificates and endorsements for each policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements should be on forms provided by the City or on other than the City's forms, provided those forms and endorsements conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

### **Sub-Contractors**

Market Operator shall include all sub-contractors as insureds under its policies or shall furnish separate certificates and endorsements for each sub-contractor. All coverages for sub-contractors shall be subject to all requirements stated herein.

## **VII. EVALUATION OF PROPOSALS**

Selection will be made from a short list of proposers deemed to be fully qualified and best suited among those submitting proposals based on the evaluation factors listed here:

<u>Scoring Criteria</u>	<u>Points</u>
1. Quality of proposal	10
2. Ability, capacity of operator	15
3. Generate revenue for City	10



Total: 35

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## VIII. AWARD OF CONTRACT

The City Council will make the final decision and award the contract. The City of Lindsay reserves the right to reject any or all proposals submitted, to request clarification or additional information from competitors, and to waive any irregularity in the proposal. Formal interviews may be conducted.

The City also reserves the right to award a contract to the respondent that presents the proposal which, in the sole judgment of the City, best demonstrates the expertise and work relationship desired by the City. This Request for Proposal does not represent a commitment on the part of the City to award a contract.

The City of Lindsay shall not be liable for any pre-contractual expenses incurred by the proposer of selected contractor or contractors. The City of Lindsay shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.



## STAFF REPORT

TO: Lindsay City Council  
FROM: Neyba Amezcua, Director of City Services  
DEPARTMENT: City Services  
ITEM NO.: 11.1  
MEETING DATE: November 9, 2021

### ACTION & RECOMMENDATION

Consider the Approval of **Resolution 21-49**, Approving, Authorizing and Directing Execution of a Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority and Approving the Issuance of Revenue Bonds by the Authority to Finance and Affordable Rental Housing Facility for the Benefit of Palm Terrace II, L.P., and Certain Other Matters Relating Thereto.

### BACKGROUND | ANALYSIS

The Borrower requested that the CMFA serve as the municipal issuer of the Bonds in an aggregate principal amount not to exceed \$15,000,000 of tax-exempt revenue bonds. The proceeds of the Bonds will be used to finance and refinance the costs of the acquisition, construction, improvement and equipping of a 54-unit affordable rental housing facility for low-income households, to be located at 200 N. Westwood Avenue, in the City of Lindsay.

In order for all or a portion of the Bonds to qualify as tax-exempt bonds, the City of Lindsay must conduct a public hearing (the “TEFRA Hearing”) providing for the members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the Project. Prior to such TEFRA Hearing, reasonable notice must be provided to the members of the community. Following the close of the TEFRA Hearing, an “applicable elected representative” of the governmental unit hosting the Project must provide its approval of the issuance of the Bonds for the financing of the Project.

### CALIFORNIA MUNICIPAL FINANCE AUTHORITY:

The CMFA was created on January 1, 2004, pursuant to a joint exercise of powers agreement to promote economic, cultural and community development, through the financing of economic development and charitable activities throughout California. To date, over 330 municipalities have become members of CMFA.

The CMFA was formed to assist local governments, non-profit organizations and businesses with the issuance of taxable and tax-exempt bonds aimed at improving the standard of living in California. The CMFA’s representatives and its Board of Directors have considerable experience in bond financings.



## STAFF REPORT

### EXECUTION OF THE JOINT EXERCISE OF POWERS AGREEMENT:

In order for the CMFA to have the authority to serve as the issuer of the bonds for the Project, it is necessary for the City of Lindsay to become a member of the CMFA. Attached to this report is a copy of the Joint Exercise of Powers Agreement to be executed by a designated signatory of the City.

The Joint Exercise of Powers Agreement provides that the CMFA is a public entity, separate and apart from each member executing such agreement. The debts, liabilities and obligations of the CMFA do not constitute debts, liabilities or obligations of the members executing such agreement.

The Bonds to be issued by the CMFA for the Project will be the sole responsibility of the Borrower, and the City will have no financial, legal, moral obligation, liability or responsibility for the Project or the repayment of the Bonds for the financing of the Project. All financing documents with respect to the issuance of the Bonds will contain clear disclaimers that the Bonds are not obligations of the City or the State of California but are to be paid for solely from funds provided by the Borrower.

There are no costs associated with membership in the CMFA and the City will in no way become exposed to any financial liability by reason of its membership in the CMFA. In addition, participation by the City in the CMFA will not impact the City's appropriations limits and will not constitute any type of indebtedness by the City. Outside of holding the TEFRA hearing, adopting the required resolution and executing the Joint Exercise of Powers Agreement of the CMFA, no other participation or activity of the City or the City Council with respect to the issuance of the Bonds will be required.

The Joint Exercise of Powers Agreement expressly provides that any member may withdraw from such agreement upon written notice to the Board of Directors of the CMFA. In the case of the proposed bond financing for the Borrower, the City following its execution of the Joint Exercise of Powers Agreement, could, at any time following the issuance of the Bonds, withdraw from the CMFA by providing written notice to the Board of Directors of the CMFA.



## **STAFF REPORT**

### **FISCAL IMPACT**

The Board of Directors of the California Foundation for Stronger Communities, a California non-profit public benefit corporation (the “Foundation”), acts as the Board of Directors for the CMFA. Through its conduit issuance activities, the CMFA shares a portion of the issuance fees it receives with its member communities and donates a portion of these issuance fees to the Foundation for the support of local charities.

With respect to the City of Lindsay, it is expected that that a portion of the issuance fee attributable to the City will be granted by the CMFA to the general fund of the City. Such grant may be used for any lawful purpose of the City.

### **ATTACHMENTS**

- Resolution 21-49
- Joint Exercise of Powers Agreement
- Notice of Public Hearing published October 30, 2021 in the Porterville Recorder



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

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**NUMBER** 21-49

**TITLE** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY, AUTHORIZING AND DIRECTING EXECUTION OF A JOINT EXERCISE OF POWERS AGREEMENT RELATING TO THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY AND APPROVING THE ISSUANCE OF REVENUE BONDS BY THE AUTHORITY TO FINANCE AN AFFORDABLE RENTAL HOUSING FACILITY FOR THE BENEFIT OF PALM TERRACE II, L.P., AND CERTAIN OTHER MATTERS RELATING THERETO

**MEETING** At a regularly scheduled meeting of the City of Lindsay City Council held on November 9, 2021 at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

**WHEREAS**, pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the “Act”), certain public agencies (the “Members”) have entered into a Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the “Agreement”) in order to form the California Municipal Finance Authority (the “Authority”), for the purpose of promoting economic, cultural and community development, and in order to exercise any powers common to the Members, including the issuance of bonds, notes or other evidences of indebtedness; and

**WHEREAS**, the City of Lindsay, California (the “City”), has determined that it is in the public interest and for the public benefit that the City become a Member of the Authority in order to facilitate the promotion of economic, cultural and community development activities in the City, including the financing of projects therefor by the Authority; and

**WHEREAS**, there is now before this City Council (the “City Council”) the form of the Agreement; and

**WHEREAS**, the Agreement has been filed with the City, and the members of the City Council, with the assistance of its staff, have reviewed said document; and

**WHEREAS**, the Authority is authorized to issue and sell revenue bonds for the purpose, among others, of financing or refinancing the construction of capital projects; and

**WHEREAS**, Self-Help Enterprises (the “Sponsor”), on behalf of Palm Terrace II, L.P., a California limited partnership, or another entity to be created by the Sponsor or by an affiliate of the Sponsor (such limited partnership or other entity, the “Borrower”) has requested that the Authority issue and sell revenue bonds in the maximum principal amount of \$15,000,000 (the “Bonds”), including but

RESOLUTION NO. 21-49

Page 1 of 4



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

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not limited to revenue bonds issued as part of a plan to finance and refinance the costs of the acquisition, construction, improvement and equipping of a 54-unit affordable rental housing facility for low-income households, to be located at 200 N. Westwood Avenue, in the City of Lindsay (the “City”), California; and

**WHEREAS**, in order for the interest on the Bonds to be tax-exempt, Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”), requires that an “applicable elected representative” of a governmental unit, the geographic jurisdiction of which contains the site of facilities to be financed with the proceeds of the Bonds, hold a public hearing on the issuance of the Bonds and approve the issuance of the Bonds following such hearing; and

**WHEREAS**, the Authority has determined that the City Council is an “applicable elected representative” for purposes of holding such hearing; and

**WHEREAS**, the Authority has requested that the City Council approve the issuance of the Bonds by the Authority in order to satisfy the public approval requirement of Section 147(f) of the Code and, the requirements of Section 4 of the Agreement; and

**WHEREAS**, notice of such public hearing has been duly given as required by the Code, and this City Council has heretofore held such public hearing at which all interested persons were given an opportunity to be heard on all matters relative to the financing or refinancing of the Project and the Authority’s issuance of the Bonds therefor; and

**WHEREAS**, it is in the public interest and for the public benefit that the City Council approve the issuance of the Bonds by the Authority for the aforesaid purposes;

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

- SECTION 1. The foregoing recitals are true and correct.
- SECTION 2. The Agreement is hereby approved and the Mayor, the City Manager, or the designee thereof is hereby authorized and directed to execute said document, and the City Clerk or such Clerk’s designee is hereby authorized and directed to attest thereto.
- SECTION 3. The City Council hereby approves the issuance of the Bonds by the Authority including but not limited to Bonds issued as part of a plan to finance and



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

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refinance the facilities described herein. It is the purpose and intent of the City Council that this resolution constitutes approval of the issuance of the Bonds (a) by the “applicable elected representative” of a governmental unit having jurisdiction over the area in which the Project is to be located in accordance with Section 147(f) of the Code and (b) by the City Council in accordance with Section 4 of the Agreement.

SECTION 4. The issuance of the Bonds shall be subject to the approval of the Authority of all financing documents relating thereto to which the Authority is a party. The City shall have no responsibility or liability whatsoever with respect to the Bonds.

SECTION 5. The adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing to acquire or construct the Project or any refinancing of the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, construction, rehabilitation or operation of the Project; (iii) make any contribution or advance any funds whatsoever to the Authority; or (iv) take any further action with respect to the Authority or its membership therein.

SECTION 6. The executing officers(s), the Clerk and all other proper officers and officials of the City are hereby authorized and directed to execute such other agreements, documents and certificates, and to perform such other acts and deeds, as may be necessary or convenient to effect the purposes of this Resolution and the transactions herein authorized.

The Clerk shall forward a certified copy of this Resolution and an originally executed Agreement to the Authority in care of its counsel:

Ronald E. Lee, Esq.  
Jones Hall, APLC  
475 Sansome Street, Suite 1700  
San Francisco, CA 94111

SECTION 8. This resolution shall take effect immediately upon its passage.



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

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

MEETING DATE	November 9, 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



**JOINT EXERCISE OF POWERS AGREEMENT  
RELATING TO THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY**

THIS AGREEMENT, dated as of January 1, 2004, among the parties executing this Agreement (all such parties, except those which have withdrawn as provided herein, are referred to as the “Members” and those parties initially executing this Agreement are referred to as the “Initial Members”):

**WITNESSETH**

WHEREAS, pursuant to Title 1, Division 7, Chapter 5 of the California Government Code (in effect as of the date hereof and as the same may from time to time be amended or supplemented, the “Joint Exercise of Powers Act”), two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, each of the Members is a “public agency” as that term is defined in Section 6500 of the Joint Exercise of Powers Act; and

WHEREAS, each of the Members is empowered by law to promote economic, cultural and community development, including, without limitation, the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, the increase of the tax base, and the promotion of opportunities for education, cultural improvement and public health, safety and general welfare; and

WHEREAS, each of the Members may accomplish the purposes and objectives described in the preceding preamble by various means, including through making grants, loans or providing other financial assistance to governmental and nonprofit organizations; and

WHEREAS, each Member is also empowered by law to acquire and dispose of real property for a public purpose; and

WHEREAS, the Joint Exercise of Powers Act authorizes the Members to create a joint exercise of powers entity with the authority to exercise any powers common to the Members, as specified in this Agreement and to exercise the additional powers granted to it in the Joint Exercise of Powers Act and any other applicable provisions of the laws of the State of California; and

WHEREAS, a public entity established pursuant to the Joint Exercise of Powers Act is empowered to issue or execute bonds, notes, commercial paper or any other evidences of indebtedness, including leases or installment sale agreements or certificates of participation therein (herein “Bonds”), and to otherwise undertake financing programs under the Joint Exercise of Powers Act or other applicable provisions of the laws of the State of California to accomplish its public purposes; and

WHEREAS, the Members have determined to specifically authorize a public entity authorized pursuant to the Joint Exercise of Powers Act to issue Bonds pursuant to the Joint Exercise of Powers Act or other applicable provisions of the laws of the State of California; and

WHEREAS, it is the desire of the Members to use a public entity established pursuant to the Joint Exercise of Powers Act to undertake the financing and/or refinancing of projects of any nature, including, but not limited to, capital or working capital projects, insurance, liability or retirement programs or facilitating Members use of existing or new financial instruments and mechanisms; and

WHEREAS, it is further the intention of the Members that the projects undertaken will result in significant public benefits to the inhabitants of the jurisdictions of the Members; and

WHEREAS, by this Agreement, each Member desires to create and establish the “California Municipal Finance Authority” for the purposes set forth herein and to exercise the powers provided herein;

NOW, THEREFORE, the Members, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

**Section 1. Purpose.**

This Agreement is made pursuant to the provisions of the Joint Exercise of Powers Act. The purpose of this Agreement is to establish a public entity for the joint exercise of powers common to the Members and for the exercise of additional powers given to a joint powers entity under the Joint Powers Act or any other applicable law, including, but not limited to, the issuance of Bonds for any purpose or activity permitted under the Joint Exercise of Powers Act or any other applicable law. Such purpose will be accomplished and said power exercised in the manner hereinafter set forth.

**Section 2. Term.**

This Agreement shall become effective in accordance with Section 17 as of the date hereof and shall continue in full force and effect until such time as it is terminated in writing by all the Members; provided, however, that this Agreement shall not terminate or be terminated until all Bonds issued or caused to be issued by the Authority (defined below) shall no longer be outstanding under the terms of the indenture, trust agreement or other instrument pursuant to which such Bonds are issued, or unless a successor to the Authority assumes all of the Authority’s debts, liabilities and obligations.

**Section 3. Authority.**

**A. CREATION AND POWERS OF AUTHORITY.**

Pursuant to the Joint Exercise of Powers Act, there is hereby created a public entity to be known as the “California Municipal Finance Authority” (the “Authority”), and said Authority shall be a public entity separate and apart from the Members. Its

debts, liabilities and obligations do not constitute debts, liabilities or obligations of any Members.

## B. BOARD.

The Authority shall be administered by the Board of Directors (the “Board,” or the “Directors” and each a “Director”) of the California Foundation for Stronger Communities, a nonprofit public benefit corporation organized under the laws of the State of California (the “Foundation”), with each such Director serving in his or her individual capacity as a Director of the Board. The Board shall be the administering agency of this Agreement and, as such, shall be vested with the powers set forth herein, and shall administer this Agreement in accordance with the purposes and functions provided herein. The number of Directors, the appointment of Directors, alternates and successors, their respective terms of office, and all other provisions relating to the qualification and office of the Directors shall be as provided in the Articles and Bylaws of the Foundation, or by resolution of the Board adopted in accordance with the Bylaws of the Foundation.

All references in this Agreement to any Director shall be deemed to refer to and include the applicable alternate Director, if any, when so acting in place of a regularly appointed Director.

Directors may receive reasonable compensation for serving as such, and shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a Director, if the Board shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.

The Foundation may be removed as administering agent hereunder and replaced at any time by amendment of this Agreement approved as provided in Section 16; provided that a successor administering agent of this Agreement has been appointed and accepted its duties and responsibilities under this Agreement.

## C. OFFICERS; DUTIES; OFFICIAL BONDS.

The officers of the Authority shall be the Chair, Vice-Chair, Secretary and Treasurer (defined below). The Board, in its capacity as administering agent of this Agreement, shall elect a Chair, a Vice-Chair, and a Secretary of the Authority from among Directors to serve until such officer is re-elected or a successor to such office is elected by the Board. The Board shall appoint one or more of its officers or employees to serve as treasurer, auditor, and controller of the Authority (the “Treasurer”) pursuant to Section 6505.6 of the Joint Exercise of Powers Act to serve until such officer is re-elected or a successor to such office is elected by the Board.

Subject to the applicable provisions of any resolution, indenture, trust agreement or other instrument or proceeding authorizing or securing Bonds (each such resolution, indenture, trust agreement, instrument and proceeding being herein referred to as an “Indenture”) providing for a trustee or other fiscal agent, and except as may otherwise be

specified by resolution of the Board, the Treasurer is designated as the depository of the Authority to have custody of all money of the Authority, from whatever source derived and shall have the powers, duties and responsibilities specified in Sections 6505, 6505.5 and 6509.5 of the Joint Exercise of Powers Act.

The Treasurer of the Authority is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond with the Secretary of the Authority in the amount specified by resolution of the Board but in no event less than \$1,000.

The Board shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

The Board shall have the power, by resolution, to the extent permitted by the Joint Exercise of Power Act or any other applicable law, to delegate any of its functions to one or more of the Directors or officers, employees or agents of the Authority and to cause any of said Directors, officers, employees or agents to take any actions and execute any documents or instruments for and in the name and on behalf of the Board or the Authority.

#### D. MEETINGS OF THE BOARD.

(1) Ralph M. Brown Act.

All meetings of the Board, including, without limitation, regular, adjourned regular, special, and adjourned special meetings shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code of the State of California), or any successor legislation hereinafter enacted (the "Brown Act").

(2) Regular Meetings.

The Board shall provide for its regular meetings; provided, however, it shall hold at least one regular meeting each year. The date, hour and place of the holding of the regular meetings shall be fixed by resolution of the Board. To the extent permitted by the Brown Act, such meetings may be held by telephone conference.

(3) Special Meetings.

Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the Government Code of the State of California. To the extent permitted by the Brown Act, such meetings may be held by telephone conference.

(4) Minutes.

The Secretary of the Authority shall cause to be kept minutes of the regular, adjourned regular, special, and adjourned special meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director.

(5) Quorum.

A majority of the Board shall constitute a quorum for the transaction of business. No action may be taken by the Board except upon the affirmative vote of a majority of the Directors constituting a quorum, except that less than a quorum may adjourn a meeting to another time and place.

E. RULES AND REGULATIONS.

The Authority may adopt, from time to time, by resolution of the Board such rules and regulations for the conduct of its meetings and affairs as may be required.

**Section 4. Powers.**

The Authority shall have the power, in its own name, to exercise the common powers of the Members and to exercise all additional powers given to a joint powers entity under any of the laws of the State of California, including, but not limited to, the Joint Exercise of Powers Act, for any purpose authorized under this Agreement. Such powers shall include the common powers specified in this Agreement and may be exercised in the manner and according to the method provided in this Agreement. The Authority is hereby authorized to do all acts necessary for the exercise of such power, including, but not limited to, any of all of the following: to make and enter into contracts; to employ agents and employees; to acquire, construct, provide for maintenance and operation of, or maintain and operate, any buildings, works or improvements; to acquire, hold or dispose of property wherever located; to incur debts, liabilities or obligations; to receive gifts, contributions and donations of property, funds, services, and other forms of assistance from person, firms, corporations and any governmental entity; to sue and be sued in its own name; to make grants, loans or provide other financial assistance to governmental and nonprofit organizations (e.g., the Members or the Foundation) to accomplish any of its purposes; and generally to do any and all things necessary or convenient to accomplish its purposes.

Without limiting the generality of the foregoing, the Authority may issue or cause to be issued Bonds, and pledge any property or revenues as security to the extent permitted under the Joint Exercise of Powers Act, or any other applicable provision of law; provided, however, the Authority shall not issue Bonds with respect to any project located in the jurisdiction of one or more Members unless the governing body of any such Member, or its duly authorized representative, shall approve, conditionally or unconditionally, the project, including the issuance of Bonds therefor. Such approval may be evidenced by resolution, certificate, order, report or such other means of written approval of such project as may be selected by the Member (or its authorized representative) whose approval is required. No such approval shall be required in

connection with Bonds that refund Bonds previously issued by the Authority and approved by the governing board of a Member.

The manner in which the Authority shall exercise its powers and perform its duties is and shall be subject to the restrictions upon the manner in which a California general law city could exercise such powers and perform such duties. The manner in which the Authority shall exercise its powers and perform its duties shall not be subject to any restrictions applicable to the manner in which any other public agency could exercise such powers or perform such duties, whether such agency is a party to this Agreement or not.

**Section 5. Fiscal Year.**

For the purposes of this Agreement, the term “Fiscal Year” shall mean the fiscal year as established from time to time by resolution of the Board, being, at the date of this Agreement, the period from July 1 to and including the following June 30, except for the first Fiscal Year which shall be the period from the date of this Agreement to June 30, 2004.

**Section 6. Disposition of Assets.**

At the end of the term hereof or upon the earlier termination of this Agreement as set forth in Section 2, after payment of all expenses and liabilities of the Authority, all property of the Authority both real and personal shall automatically vest in the Members in the manner and amount determined by the Board in its sole discretion and shall thereafter remain the sole property of the Members; provided, however, that any surplus money on hand shall be returned in proportion to the contributions made by the Members.

**Section 7. Bonds.**

From time to time the Authority shall issue Bonds, in one or more series, for the purpose of exercising its powers and raising the funds necessary to carry out its purposes under this Agreement.

The services of bond counsel, financing consultants and other consultants and advisors working on the projects and/or their financing shall be used by the Authority. The expenses of the Board shall be paid from the proceeds of the Bonds or any other unencumbered funds of the Authority available for such purpose.

**Section 8. Bonds Only Limited and Special Obligations of Authority.**

The Bonds, together with the interest and premium, if any, thereon, shall not be deemed to constitute a debt of any Member or pledge of the faith and credit of the Members or the Authority. The Bonds shall be only special obligations of the Authority, and the Authority shall under no circumstances be obligated to pay the Bonds except from revenues and other funds pledged therefor. Neither the Members nor the Authority shall be obligated to pay the principal of, premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members nor the faith and credit of the Authority shall be pledged to the payment of the

principal of, premium, if any, or interest on the Bonds nor shall the Members or the Authority in any manner be obligated to make any appropriation for such payment.

No covenant or agreement contained in any Bond or related document shall be deemed to be a covenant or agreement of any Director, or any officer, employee or agent of the Authority in his or her individual capacity and neither the Board of the Authority nor any Director or officer thereof executing the Bonds shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

### **Section 9. Accounts and Reports.**

All funds of the Authority shall be strictly accounted for. The Authority shall establish and maintain such funds and accounts as may be required by good accounting practice and by any provision of any Indenture (to the extent such duties are not assigned to a trustee of Bonds). The books and records of the Authority shall be open to inspection at all reasonable times by each Member.

The Treasurer of the Authority shall cause an independent audit to be made of the books of accounts and financial records of the Authority by a certified public accountant or public accountant in compliance with the provisions of Section 6505 of the Joint Exercise of Powers Act. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When such an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member and also with the county auditor of each county in which a Member is located; provided, however, that to the extent permitted by law, the Authority may, instead of filing such report with each Member and such county auditor, elect to post such report as a public record electronically on a website designated by the Authority. Such report if made shall be filed within 12 months of the end of the Fiscal Year or Years under examination.

The Treasurer is hereby directed to report in writing on the first day of July, October, January, and April of each year to the Board and the Members which report shall describe the amount of money held by the Treasurer for the Authority, the amount of receipts since the last such report, and the amount paid out since the last such report (which may exclude amounts held by a trustee or other fiduciary in connection with any Bonds to the extent that such trustee or other fiduciary provided regular reports covering such amounts.)

Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for that purpose.

In any Fiscal Year the Board may, by resolution adopted by unanimous vote, replace the annual special audit with an audit covering a two-year period.

**Section 10. Funds.**

Subject to the applicable provisions of any Indenture, which may provide for a trustee or other fiduciary to receive, have custody of and disburse Authority funds, the Treasurer of the Authority shall receive, have the custody of and disburse Authority funds pursuant to the accounting procedures developed under Sections 3.C and 9, and shall make the disbursements required by this Agreement or otherwise necessary to carry out any of the provisions of purposes of this Agreement.

**Section 11. Notices.**

Notices and other communications hereunder to the Members shall be sufficient if delivered to the clerk of the governing body of each Member; provided, however, that to the extent permitted by law, the Authority may, provide notices and other communications and postings electronically (including, without limitation, through email or by posting to a website).

**Section 12. Additional Members/Withdrawal of Members.**

Qualifying public agencies may be added as parties to this Agreement and become Members upon: (1) the filing by such public agency with the Authority of an executed counterpart of this Agreement, together with a copy of the resolution of the governing body of such public agency approving this Agreement and the execution and delivery hereof; and (2) adoption of a resolution of the Board approving the addition of such public agency as a Member. Upon satisfaction of such conditions, the Board shall file such executed counterpart of this Agreement as an amendment hereto, effective upon such filing.

A Member may withdraw from this Agreement upon written notice to the Board; provided, however, that no such withdrawal shall result in the dissolution of the Authority so long as any Bonds remain outstanding. Any such withdrawal shall be effective only upon receipt of the notice of withdrawal by the Board which shall acknowledge receipt of such notice of withdrawal in writing and shall file such notice as an amendment to this Agreement effective upon such filing.

**Section 13. Indemnification.**

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Director or an officer, employee of other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Director or an officer, employee or other agent of the Authority, against expenses, including attorneys fees, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.



**Section 14. Contributions and Advances.**

Contributions or advances of public funds and of the use of personnel, equipment or property may be made to the Authority by the Members for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution or advance. Any such advance may be made subject to repayment, and in such case shall be repaid, in the manner agreed upon by the Authority and the Member making such advance at the time of such advance. It is mutually understood and agreed to that no Member has any obligation to make advances or contributions to the Authority to provide for the costs and expenses of administration of the Authority, even though any Member may do so. The Members understand and agree that a portion of the funds of the Authority that otherwise may be allocated or distributed to the Members may instead be used to make grants, loans or provide other financial assistance to governmental units and nonprofit organizations (e.g., the Foundation) to accomplish any of the governmental unit's or nonprofit organization's purposes.

**Section 15. Immunities.**

All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, and other benefits which apply to the activity of officers, agents or employees of Members when performing their respective functions within the territorial limits of their respective public agencies, shall apply to the same degree and extent to the Directors, officers, employees, agents or other representatives of the Authority while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

**Section 16. Amendments.**

Except as provided in Section 12 above, this Agreement shall not be amended, modified, or altered, unless the negative consent of each of the Members is obtained. To obtain the negative consent of each of the Members, the following negative consent procedure shall be followed: (a) the Authority shall provide each Member with a notice at least sixty (60) days prior to the date such proposed amendment is to become effective explaining the nature of such proposed amendment and this negative consent procedure; (b) the Authority shall provide each Member who did not respond a reminder notice with a notice at least thirty (30) days prior to the date such proposed amendment is to become effective; and (c) if no Member objects to the proposed amendment in writing within sixty (60) days after the initial notice, the proposed amendment shall become effective with respect to all Members.

**Section 17. Effectiveness.**

This Agreement shall become effective and be in full force and effect and a legal, valid and binding obligation of each of the Members on the date that the Board shall have received from two of the Initial Members an executed counterpart of this Agreement, together with a certified copy of a resolution of the governing body of each such Initial Member approving this Agreement and the execution and delivery hereof.

**Section 18. Partial Invalidity.**

If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

**Section 19. Successors.**

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the other Members.

**Section 20. Miscellaneous.**

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

This Agreement shall be governed under the laws of the State of California.

This Agreement is the complete and exclusive statement of the agreement among the Members, which supercedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the Members relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the City of Lindsay has caused this Agreement to be executed and attested by its duly authorized representatives as of the \_\_\_ day of \_\_\_\_\_, 2021.

Member:

CITY OF LINDSAY

By \_\_\_\_\_

Name:

Title:

ATTEST:

By \_\_\_\_\_

Name:

Title:

***In the Superior Court of the State of California  
In and for the County of Tulare***

**PUBLIC NOTICE**

**NOTICE OF PUBLIC  
HEARING**

NOTICE IS HEREBY GIVEN that on November 9, 2021, a public hearing as required by Section 147(f) of the Internal Revenue Code of 1986 will be held with respect to the proposed issuance by the California Municipal Finance Authority (the "Authority") of its revenue bonds in one or more series in an amount not to exceed \$15,000,000 (the "Bonds"), including but not limited to revenue bonds issued as part of a plan to finance the acquisition, construction, improvement and equipping of a 54-unit affordable rental housing facility for low-income households, to be located at 200 N. Westwood Avenue in the City of Lindsay (the "City"), California, and to be owned and/or operated by Palm Terrace II, L.P., a California limited partnership, or another entity to be created by Self-Help Enterprises or an affiliate thereof. The Bonds and the obligation to pay principal thereof and interest thereon and any redemption premium with respect thereto do not constitute indebtedness or an obligation of the City of Lindsay, the Authority, the State of California or any political subdivision thereof, within the meaning of any constitutional or statutory debt limitation, or a charge against the general credit or taxing powers of any of them. The Bonds shall be a limited obligation of the Authority, payable solely from certain revenues duly pledged therefor and generally representing amounts paid by the Borrower.

The hearing will commence at 6 p.m. or as soon thereafter as the matter can be heard, and will be held in the City Hall Council Chambers, City of Lindsay, 251 East Honolulu Street, Lindsay, California as well as virtually. Interested persons wishing to express their views on the issuance of the Bonds or on the nature and location of the facilities proposed to be financed may attend the public hearing or, prior to the time of the hearing, submit written comments. Additional information concerning the above matter may be obtained from, and written comments should be addressed to, City Clerk, City of Lindsay, 251 E. Honolulu Street, Lindsay, California 93247.

00079097  
Oct. 30, 1-T

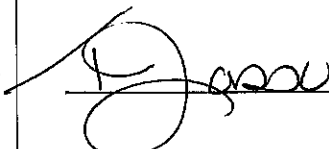
State of California

SS.

County of Tulare

Declarant says:

That at all times herein mentioned Declarant is and was a resident of said County of Tulare, over the age of twenty-one years; not a party to nor interested in the within matter; that Declarant is now and was at all times herein mentioned the Principal Clerk of the Porterville Recorder, a daily newspaper, which said newspaper was adjudged a newspaper of general circulation on October 15, 1951, by Superior Court Order No. 42369 as entered in Book 57 Page 384 of said Court; and that said newspaper is printed and published every day except Sunday published LEGAL NOTICE in said newspaper, Oct. 30, 2021 and that such publication was made in the regular issues of said paper (and not in any supplemental edition or extra thereof). I declare under penalty of perjury that the forgoing is true and correct. Executed Oct. 30, 2021 at Porterville, California.

  
Declarant TERESA JASSO



## STAFF REPORT

TO: Lindsay City Council  
 FROM: Mayra Espinoza-Martinez, City Clerk and Assistant to the City Manager  
 DEPARTMENT: City Manager, Finance, City Services, and Public Safety Departments  
 ITEM NO.: 12.1  
 MEETING DATE: November 9, 2021

### ACTION & RECOMMENDATION

Consider the Approval of **Resolution 21-48**, Adopting the City of Lindsay Corrective Action Plan in Response to State Auditor Report 2020-804.

### BACKGROUND | ANALYSIS

On August 26, 2021, the State Auditor issued Report 2020-804 regarding the City of Lindsay which was conducted as part of the high-risk local government agency audit program.

In Report 2020-804, the State Auditor issued a number of findings and required the City of Lindsay to submit a Corrective Action Plan by **November 2021** outlining the specific actions it would take to address the conditions causing the State Auditor to designate it as high risk and the proposed timing for undertaking those actions. Staff has developed a corrective action plan to address the findings and has prepared Resolution 21-48 for the City Council to adopt the plan. If approved, a final version of the plan will be submitted to the State Auditor.

A summary of the State Auditor’s recommendations and deadlines is provided in the table below. The City is required to provide written updates to the State Auditor **every six months** after the audit report is issued regarding its progress in implementing the corrective action plan. The State Auditor will remove the high-risk designation when the office concludes that the City has taken satisfactory corrective action.

State Auditor Recommendation	Deadline	Status
The City of Lindsay must provide its corrective action plan no later than 60 days after the report’s publication. It must then provide written updates every six months after the audit report is issued regarding its progress in implementing the corrective action plan. This corrective action plan must outline the specific actions the local agency will perform to address the conditions causing the State Auditor to designate it as high risk and the proposed timing for undertaking those actions.	November 2021	Complete*  *Pending Council Approval on 11/9/2021



## STAFF REPORT

State Auditor Recommendation	Deadline	Status
To ensure that its fire vehicles meet industry standards and its police vehicles are replaced in a timely manner, by November 2021 Lindsay should develop a sufficiently detailed public safety capital improvement plan that provides for the replacement of those vehicles.	November 2021	Complete*  <i>*Pending Council Approval on 11/9/2021</i>
To address the \$6.3 million it improperly transferred to its general fund, Lindsay should, by February 2022, re-establish the loans to its restricted funds, and develop and implement a plan to fully repay those funds.	February 2022	Ongoing
Lindsay should adopt a policy for long range financial planning by February 2022 that, at a minimum, identifies the forecast period for the plan, the funds it will include, efforts the city will make to increase revenues and decrease expenditures, and the frequency with which the finance director and the city manager will review the plan and propose any updates to the Lindsay City Council.	February 2022	Ongoing
To make prudent investments from federal funding to address its highest needs, Lindsay should develop a plan by November 2021* for how it will effectively use all American Rescue Plan funds.  <i>*The City of Lindsay has requested, and the State Auditor has consented, to adhere to the April 2022 federal deadline for the development of an ARPA spending plan.</i>	April 2022	Ongoing
To ensure that it maintains adequate balances in its enterprise funds for significant purchases or capital expenditures, Lindsay should develop and implement a plan by June 2022 to build and maintain these balances.	June 2022	Ongoing
To ensure that its transfers of utility funds to the streets program comply with state law, Lindsay should perform a study to determine the appropriate level of funding from its utility funds for that program by August 2022 and update that study every three to five years.	August 2022	Ongoing



## STAFF REPORT

State Auditor Recommendation	Deadline	Status
<p>To ensure that the rates and fees it charges are appropriate to cover the cost of the related services, by August 2022 Lindsay should do the following:</p> <ul style="list-style-type: none"> <li>• Determine its cost to provide each of the services for which it charges a fee or rate and, as necessary, improve its accounting records to identify these costs. For any fees or rates that do not cover the costs of their related services, consider increasing those fees or rates, including a phased approach for large increases. For any fees or rates that are above the cost to provide the related service, consider reducing those fees or rates.</li> <li>• Improve its accounting records so as to identify how much revenue it receives from each fee or rate.</li> </ul>	August 2022	Ongoing
<p>City management should develop, and the city council should formally adopt, a long-term financial plan by August 2022 that aligns with best practices published by the GFOA.</p>	August 2022	Ongoing
<p>Lindsay should include in that financial plan a discussion of how it will reduce its pension and OPEB liabilities. As part of that plan, the city should consider requiring current employees to begin contributing to the future cost of their retirement health care benefits.</p>	August 2022	Ongoing
<p>To ensure that Lindsay’s public safety model still meets the city’s needs, Lindsay should do the following:</p> <ul style="list-style-type: none"> <li>• Evaluate the effectiveness of using a combined police and fire department by August 2022 and make any necessary changes.</li> <li>• Ensure that all public safety officers receive any necessary training within six months of employment beginning August 2022, including any public safety officers who are expected to respond to fires or emergencies.</li> </ul>	August 2022	Ongoing



## **STAFF REPORT**

### **FISCAL IMPACT**

The fiscal impact of implementing each recommendation will vary.

For example, the internal development of certain policies will have no fiscal impact to the City, but other recommendations (such as the cost of conducting studies of all City fees and rates) will likely have associated fiscal impacts.

### **ATTACHMENTS**

- Resolution 21-48
- Draft City of Lindsay Corrective Action Plan in Response to State Auditor Report 2020-804





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

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**NUMBER** 21-48

**TITLE** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY, ADOPTING THE CITY OF LINDSAY CORRECTIVE ACTION PLAN IN RESPONSE TO STATE AUDITOR REPORT 2020-804

**MEETING** At a regularly scheduled meeting of the City of Lindsay City Council held on November 9, 2021 at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

**WHEREAS**, on August 26, 2021, the State Auditor issued Report 2020-804 regarding the City of Lindsay which was conducted as part of the high-risk local government agency audit program; AND

**WHEREAS**, the State Auditor issued a number of findings and required the City of Lindsay to submit a Corrective Action Plan by November of 2021 outlining the specific actions it would take to address the conditions causing the State Auditor to designate it as high risk and the proposed timing for undertaking those actions; AND

**WHEREAS**, City staff have prepared a Corrective Action Plan to address the findings.

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

- SECTION 1. The City Council adopts the Corrective Action Plan in Response to State Auditor Report 2020-804.
- SECTION 2. This resolution shall be effective immediately upon its approval and adoption.
- SECTION 3. The Mayor, or presiding officer, is hereby authorized to affix their 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.

RESOLUTION NO. 21-48

Page 1 of 2



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

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

MEETING DATE	November 9, 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

**DRAFT**

# **City of Lindsay Corrective Action Plan**

**Approved on MM-DD-YYYY by Resolution 21-XX**

**State Auditor Recommendation 1.1:** To address the \$6.3 million it improperly transferred to its general fund, Lindsay should, by February 2022, re-establish the loans to its restricted funds, and develop and implement a plan to fully repay those funds.

**Response:** The City partially agrees with this recommendation.

**Corrective Action:** As part of its long-term financial plan due in February 2022, the City will address the \$6.3 million in funds referenced and present formal repayment schedules.

The City wishes to note that there exists no legal finding that 1) the applicable transfers resulted in taxpayers being charged more than the reasonable cost of service, or 2) the transfers came from rate revenue.

**Estimated Completion:** February 2022.

**Responsible Staff:** City Management, Finance Department.

**Status:** *Ongoing.*

**State Auditor Recommendation 1.2:** To make prudent investments from federal funding to address its highest needs, Lindsay should develop a plan by November 2021 for how it will effectively use all American Rescue Plan funds.

**Response:** The City partially agrees with this recommendation. The U.S. Department of the Treasury, which oversees and monitors the American Rescue Plan Act (ARPA) has set April 30, 2022 as the federal deadline for non-entitlement units of local government to submit their Project Expenditure Report. The City requests that the State Auditor adhere to the federal deadline.

**Corrective Action:** On or before April 30, 2022, the City will present an ARPA Project Expenditure Report for approval to the Lindsay City Council.

**Estimated Completion:** April 2022.

**Responsible Staff:** City Management, Finance Department.

**Status:** *Ongoing.*

**State Auditor Recommendation 1.3:** To ensure that its transfers of utility funds to the streets program comply with state law, Lindsay should perform a study to determine the appropriate level of funding from its utility funds for that program by August 2022 and update that study every three to five years.

**Response:** The City agrees with this recommendation.

**Corrective Action:** On November 9, 2021, City staff asked that the Lindsay City Council grant authorization to award a contract for the City of Lindsay Street Fund Impact Study to Provost and Pritchard Consulting Group.

If approved by Council, Provost & Pritchard’s proposal dated October 15, 2021 would be incorporated into the existing task order “Financial Analysis of Water and Sewer Rates and Reports” approved by the Lindsay City Council on October 13, 2020. Provost & Pritchard’s proposal would provide an updated cost analysis for providing utility services and determine the cost these services bear on city streets. Action for rate changes remains with the Lindsay City Council.

**Estimated Completion:** August 2022.

**Responsible Staff:** City Management, Finance Department, City Services.

**Status:** *Ongoing.*

**State Auditor Recommendation 2.1:** To ensure that it maintains adequate balances in its enterprise funds for significant purchases or capital expenditures, Lindsay should develop and implement a plan by June 2022 to build and maintain these balances.

**Response:** The City agrees with this recommendation.

**Corrective Action:** On October 13, 2020, the Lindsay City Council approved the task order “Financial Analysis of Water and Sewer Rates and Reports” to perform a financial analysis of the water and sewer utility rates. The study underway is being conducted in a manner adhering to generally accepted rate design criteria including all requirements of Proposition 218 in the case where there is subsequent action taken to pursue public utility rate changes as a result of the study. The full proposal is attached as Exhibit A.

On July 27, 2021, in accordance with Proposition 218, the Lindsay City Council approved a rate increase for solid waste refuse services (Resolution 21-38), and the levy and collection of annual sewer charges (Resolution 21-35), annual solid waste refuse charges (Resolution 21-36), and delinquent sewer, refuse, and water fees and charges for the period ending June 30, 2021 (Resolution 21-37) on property tax rolls for the fiscal year 2021-2022. These changes were in large part motivated by the City’s need to address the financial instability of its enterprise funds.

On October 12, 2021, the Lindsay City Council approved the City of Lindsay Reserve Policy, attached as Exhibit C. The reserve policy formalizes on-going practices of staff to build reserves and directly addresses the reserve levels of the General Fund and Water and Sewer Enterprise Funds by establishing reserve categories and hierarchical reserve levels for each. This policy will be reviewed every three years at a minimum by the City Manager and Finance Director, or sooner, if warranted by internal or external changes.

**Estimated Completion:** June 2022.

**Responsible Staff:** City Management, Finance Department, City Services.

**Status:** *Ongoing.*

**State Auditor Recommendation 2.2:** To ensure that the rates and fees it charges are appropriate to cover the cost of the related services, by August 2022 Lindsay should do the following:

- Determine its cost to provide each of the services for which it charges a fee or rate and, as necessary, improve its accounting records to identify these costs. For any fees or rates that do not cover the costs of their related services, consider increasing those fees or rates, including a phased approach for large increases. For any fees or rates that are above the cost to provide the related service, consider reducing those fees or rates.
- Improve its accounting records so as to identify how much revenue it receives from each fee or rate.

**Response:** The City partially agrees with this recommendation.

**Corrective Action:** The City requests an extension and proposes the following timeline:

- By August 2022, complete a water rate study and make a recommendation to the Lindsay City Council.
- By August 2022, complete a sewer rate study and make a recommendation to the Lindsay City Council.
- By August 2022, complete an internal review of departmental miscellaneous fees as staff resources allow.
- By August 2022, issue a Request for Proposals (RFP) that would provide for a study of all outstanding fees yet to be reviewed.
- By August 2022, establish new accounting lines so as to better identify how much revenue is received from each fee or rate.
- By February 2023, present individual recommendations to the Lindsay City Council to either increase, decrease, or maintain fees based on the RFP results.

**Estimated Completion:** August 2022, and ongoing.

**Responsible Staff:** City Management, Finance Department, City Services, Recreation Department, Public Safety Department.

**Status:** *Ongoing.*



**State Auditor Recommendation 3.1:** Lindsay should adopt a policy for long range financial planning by February 2022 that, at a minimum, identifies the forecast period for the plan, the funds it will include, efforts the city will make to increase revenues and decrease expenditures, and the frequency with which the finance director and the city manager will review the plan and propose any updates to the Lindsay City Council.

**Response:** The City agrees with this recommendation.

**Corrective Action:** A policy providing for long-term financial planning will be presented to the Lindsay City Council for their consideration on or before February 2022.

**Estimated Completion:** February 2022.

**Responsible Staff:** City Management, Finance Department.

**Status:** *Ongoing.*

**State Auditor Recommendation 3.2:** City management should develop, and the city council should formally adopt, a long-term financial plan by August 2022 that aligns with best practices published by the GFOA.

**Response:** The City agrees with this recommendation.

**Corrective Action:** In July 2021, the City procured memberships in the Government Finance Officers Association (GFOA) to aid in the creation of a long-term financial plan. A long-term financial plan that aligns with GFOA best practices will be presented to the Lindsay City Council for their consideration on or before August 2022.

**Estimated Completion:** August 2022.

**Responsible Staff:** City Management, Finance Department.

**Status:** *Ongoing.*

**State Auditor Recommendation 3.3:** Lindsay should include in that financial plan a discussion of how it will reduce its pension and OPEB liabilities. As part of that plan, the city should consider requiring current employees to begin contributing to the future cost of their retirement health care benefits.

**Response:** The City agrees with this recommendation.

**Corrective Action:** On October 12, 2021, the Lindsay City Council approved the City of Lindsay Reserve Policy, attached as Exhibit C. The reserve policy provides guidelines for Unfunded Liability Reserves that include pension and OPEB liabilities.

Additionally, the City is exploring the establishment of a Section 115 Trust and plans to review and execute new memorandums of understanding with all bargaining units in the 2022 calendar year that will include discussion and negotiation of increased contributions.

**Estimated Completion:** August 2022.

**Responsible Staff:** City Management, Finance Department.

**Status:** *Ongoing.*

**State Auditor Recommendation 3.4:** To ensure that Lindsay’s public safety model still meets the city’s needs, Lindsay should do the following:

- Evaluate the effectiveness of using a combined police and fire department by August 2022 and make any necessary changes.
- Ensure that all public safety officers receive any necessary training within six months of employment beginning August 2022, including any public safety officers who are expected to respond to fires or emergencies.

**Response:** The City partially agrees with this recommendation.

**Corrective Action:** In October 2021, the City hired a full-time Fire Lieutenant responsible for providing in-house training to Public Safety personnel. The Fire Lieutenant is also tasked with conducting an analysis of a volunteer firefighter program. The City is committed to a return to separate police and fire personnel as soon as financial resources allow.

**Estimated Completion:** August 2022.

**Responsible Staff:** City Management, Finance Department, Public Safety Department.

**Status:** *Ongoing.*

**State Auditor Recommendation 3.5:** To ensure that its fire vehicles meet industry standards and its police vehicles are replaced in a timely manner, by November 2021 Lindsay should develop a sufficiently detailed public safety capital improvement plan that provides for the replacement of those vehicles.

**Response:** The City agrees with this recommendation.

**Corrective Action:** On November 9, 2021, the Lindsay City Council approved the City of Lindsay Fleet Management and Replacement Policy attached as Exhibit D. The primary objective of this policy is to control the overall cost of operating and maintaining the City of Lindsay's fleet of vehicles and equipment, to maintain vehicles and equipment in a manner that extends their useful life, to control the growth in size of the fleet, to standardize the composition of the fleet and to accurately budget for maintenance and replacement costs.

A complete listing of the vehicles and equipment assigned to the City Services and Public Safety Departments is maintained and updated by department heads or their designees and provided to the Finance Department and City Manager on an annual basis or as needed. The most current version of this listing is included here as Exhibit E.

**Estimated Completion:** November 2021.

**Responsible Staff:** City Management, Finance Department, Public Safety Department. City Services Department.

**Status:** Complete.

**Exhibit List**

Exhibit A	Provost & Pritchard “Financial Analysis of Water and Sewer Rates and Reports” Task Order Approved on October 13, 2020
Exhibit B	Provost & Pritchard Proposal “City of Lindsay – Revised Street Fund Impact Study” Dated on October 15, 2021
Exhibit C	City of Lindsay Reserve Policy
Exhibit D	City of Lindsay Fleet Management and Replacement Policy
Exhibit E	Fleet Management and Replacement Master Spreadsheet



## STAFF REPORT

TO: Lindsay City Council  
FROM: Juana Espinoza, Finance Director  
DEPARTMENT: Finance Department  
ITEM NO.: 12.2  
MEETING DATE: November 9, 2021

### **ACTION & RECOMMENDATION**

Consider the Minute Order Authorization to Award Contract for the City of Lindsay Street Fund Impact Study to Provost and Pritchard.

### **BACKGROUND | ANALYSIS**

On April 13, 2004, Lindsay City Council approved Resolution 04-19 adopting revised water, sewer, and refuse rates. The approved rates incorporated the impact utility services have on the streets. Since 2004, there has not been a similar study conducted.

On August 26, 2021, the California State Auditor issued Audit Report 2020-804, wherein the Auditor recommended that by August 2022, a new study be conducted to analyze the reported damage each utility has caused to the streets and determine the appropriate level of reimbursement needed from the utility funds to the streets.

Staff requested proposals from City-contracted consultants and engineers to conduct a new study that would provide a comprehensive cost analysis of the capital and operating costs for each utility and the impact these services have on City streets. Of the three agencies contacted for proposals, only Provost and Pritchard Consulting Group responded with a complete proposal that was received and acknowledged by Staff.

The City of Lindsay has worked with Provost and Pritchard Consulting Group since 2010. They specialize in water resource, public works engineering, and planning services. If approved by Council, their Street Fund Impact Study Proposal dated October 15, 2021, would be incorporated into the existing task order approved by Lindsay City Council on October 21, 2020, to Provost and Pritchard Consulting Group to prepare an analysis of the City's water and sewer rates. The new study would provide a more thorough and comprehensive analysis of the nexus between City utility funds and provide justification for the maintenance needs of the City's street fund caused by the operations of the utility funds.

The purpose of awarding contract for this study is to receive an updated cost analysis of providing utility services and determine the cost these services bear on city streets. Action for rate increases remains with Lindsay City Council.



## STAFF REPORT

The study will be conducted in a manner adhering to generally accepted rate design criteria including all requirements of Proposition 218 if there was subsequent action taken to pursue public utility rate changes as a result of the study. It will be the responsibility of the City’s general fund to fund deficits in the enterprise funds, if any. As of the date of this staff report, the general fund is able to accept this financial responsibility, but it has limited capacity to do so.

If approved, the final study will be presented for review to the State Auditor as part of the City of Lindsay’s Corrective Action Plan, and new studies will be scheduled every three to five years at a minimum. Funding for new studies will be incorporated into the City’s long-term financial plan to be presented to the State Auditor no later than February 2022.

### **FISCAL IMPACT**

Total bid for study: \$56,100.

Total bid for study plus Proposition 218 assistance: \$70,850.

Summary of charges by fund are presented in the table below:

Phase	Estimated Fee
1. Street Fund Analysis	\$44,500
2. Solid Waste Fund Analysis	\$8,100
3. Water & Sewer Fund Analysis	\$14,100
Subtotal	\$66,700
Balance Remaining on Existing Task Order <sup>1</sup>	(\$10,600)
<b>Total Estimated Fee Increase:</b>	<b>\$56,100</b>
4. Proposition 218 Assistance (Optional)	\$14,750

Note: Option for services related to Prop 218 assistance are for proposed increases for water and sewer only and do not include services related to increases for refuse rates proposed, if any. Authority for pursuing rate changes remains with the Lindsay City Council.

### **ATTACHMENTS**

- Provost and Pritchard Proposal for Street Fund Impact Study, dated October 15, 2021
- Provost and Pritchard Financial Analysis Task Order, approved on October 13, 2020



October 15, 2021

Neyba J. Amezcua  
City Services Assistant Director  
150 N Mirage Ave  
PO Box 369  
Lindsay, CA 93247

**Subject: City of Lindsay – Revised Street Fund Impact Study**

Dear Ms. Amezcua:

Thank you for the opportunity to submit this revised proposal to provide engineering services for the subject project based on our video conference today. This proposal discusses our understanding of the project, recommends a scope of services together with associated fees and approximate schedules, and sets forth our assumptions.

## Project Understanding

The City has contracted with Provost & Pritchard Consulting Group (Provost & Pritchard) to prepare an analysis of the City's current water and sewer rates with an additional phase to provide an Engineer's Report in compliance with California's Proposition 218 dealing with water and sewer rate increases. A Task Order was issued by the City dated October 21, 2020 for our work.

During our work on this study, we became aware that the City is transferring funds from the Water and Sewer enterprise funds along with funds from the Refuse (solid waste) enterprise fund to support operations of the City's Street fund. These transfers are intended to provide revenue for the maintenance of City streets due to the impacts of the water, sewer and refuse operations. These transfers were referred to in a January 2004 Engineer's Report for the Water, Sewer and Refuse funds for the 2003-2004 Fiscal Year prepared by James S. Winton, RCE 16094, which the City recently provided (September 3, 2021 e-mail from Michael Camarena).

The City is seeking proposals (e-mail from you to Matt Klinchuch, Provost & Pritchard dated August 16, 2021) for an updated study that provides a nexus between the four funds and justifications for transfers between funds.

We have had several video calls with City staff to discuss our proposed scope of work and the information the City is requesting. The following is our understanding of the work required and our approach.

## Scope of Services

Our proposed scope of work for this proposal is separated into several phases, described below. We will continue to work with Bartle Wells Associates (BWA) to complete this work and our scope described below will continue to be a cooperative effort between our two firms.

## **1. Street Fund Analysis**

The City's overall goal for this new work is to provide an independent and objective evaluation of the burden placed on the City's General Fund by the City's Water, Wastewater and Solid Waste Enterprises' use of General Fund funded infrastructure. We will then develop an infrastructure use fee proportional to the burden the Enterprises place on the City's General Fund. We will perform an analysis to identify the nexus between the actual General Fund burden and the actual activities of the Enterprises.

We propose to provide the following services related to preparation and support of an Infrastructure Use Fee Study:

### Enterprise Impacts on Streets and Alleys

1. To analyze and quantify the damages and associated City-wide Street pavement and alley maintenance costs attributable to residential and commercial solid waste and recycling vehicles (refuse vehicles) operated by the Lindsay Public Works vehicles within the city limits of Lindsay.
2. To analyze and quantify the damages and associated City-wide Street pavement and alley maintenance costs attributable to residential and commercial water vehicles operated by the City as well as street patch work incurred during pipeline groundwork performed by, or on behalf of, the City's water utility.
3. To analyze and quantify the damages and associated City-wide Street pavement and alley maintenance costs attributable to residential and commercial wastewater vehicles operated by the City as well as street patch work incurred during pipeline groundwork performed by, or on behalf of, the City's wastewater utility.

We will perform an analysis to identify and quantify the burden placed on the City's General Fund due to the activities of the City's Water, Wastewater and Solid Waste Enterprises. We will analyze actual costs the City General Fund is projected to spend in the next five years and increased replacement costs of assets due to Enterprise activities reducing the useful life of assets. To perform this analysis, we propose the following:

- Survey methodologies and approaches used by other agencies to identify City General Fund impacts directly related to the operations of Water, Wastewater and Solid Waste Enterprises. We will present findings to City staff and use the results to refine the project approach and methodology used in this study.
- Review annual street maintenance and replacement costs provided by the City.
  - Review budgeted street operating and replacement expenses
  - Review street replacement plan
  - Review street condition assessment
  - Review street related asset information including individual asset values, depreciation, and estimated replacement costs
- In determining street pavement and alley maintenance costs attributable to Enterprise vehicles, we will focus on identifying the wear attributable to larger Enterprise vehicles first and review the wear attributable to smaller vehicles if it appears to be significant.
  - Work with City staff to identify pavement wear attributable to traffic

- Identify traffic frequency and vehicle mix on each type of street and alley (residential streets, arterials etc.)
- Identify the specific vehicles and milage traveled on each type of street for each Enterprise
- Determine wear per mile attributable to each vehicle type
- Assess street pavement and alley maintenance costs attributable to underground utility infrastructure.
  - Work with City staff to identify pavement wear attributable to the following:
    - Subsidence
    - Leaks
    - Pavement cuts
    - Utility access points
    - Pressurized vs. non-pressurized underground infrastructure
- Analyze and quantify other City General Fund impacts (based on input from City staff) directly related to the operations of the Water, Wastewater and Solid Waste Enterprises. Based on the survey of other agency approaches and direction from City staff BWA may identify and analyze other areas the Enterprises increase General Fund costs.
- Develop a draft and final report summarizing study objectives, findings, and draft recommendations. The report will provide an administrative record supporting the proposed utility rates and will be developed to demonstrate compliance with applicable legal requirements of Proposition 218 and Proposition 26. The report will be written for a non-technical audience and will clearly explain the rationale for recommendations and key alternatives when applicable. Submit a draft report for City review and feedback. Incorporate input into a revised report and ultimately provide the City with printed and electronic copies as needed. The report will be provided in PDF format and can also be provided in editable Word and Excel files.
- We will hold progress calls or video conference meetings as necessary with the project team. No in person meetings are budgeted.

## **2. Refuse (Solid Waste) Fund Analysis**

We will provide an analysis of the proposed costs to the Solid Waste fund to provide City staff with an understanding of how the cost transfers could impact the operations of the Solid Waste fund. Based on recent conversations with City staff (September 17, 2021), there is no plan to raise Solid Waste rates at this time.

## **3. Water and Sewer Fund Analysis**

Our current scope of work includes proposing new water and sewer rates. Part of our existing work will need to be recalculated as the impacts of the Street fund were not known or included in information provided to us by the City. We believe that even with the impacts from the Street fund, we will be able to complete our analysis of the water and sewer rates and provide a single rate study covering any proposed rate adjustments for the Water and Sewer Enterprise funds. This assumption is based on our completing the work described in the first two tasks listed above.

#### 4. **Proposition 218 Assistance (Optional)**

We are proposing an additional task to assist the City with Proposition 218 compliance for proposed rate increases in the water and sewer enterprise funds. Within this task we would prepare the Proposition 218 notice for the City to publish and distribute to the water and sewer customers. We would also attend two workshops the City might hold to present the proposed rates and the Proposition 218 hearing on the rates with the City Council.

This work is proposed as an optional service. If the City chooses to enlist our support for this work, approval will be provided in advance by the City Manager.

### Professional Fees

Provost & Pritchard Consulting Group and Bartle Wells Associates will perform the services for this project on a time and materials basis, in accordance with our Standard Fee Schedule in effect at the time services are rendered. These fees will be invoiced monthly as they are accrued, and our total fees, including reimbursable expenses, will not exceed our estimate below without additional authorization. Hourly rate schedules for Provost & Pritchard and BWA are attached.

City of Lindsay Street Fund Impact Study	
Phase	Estimated Fee
1. Street Fund Analysis	\$44,500
2. Solid Waste Fund Analysis	\$8,100
3. Water & Sewer Fund Analysis	\$14,100
Subtotal	\$66,700
Balance Remaining on Existing Task Order <sup>1</sup>	(\$10,600)
<b>Total Estimated Fee Increase:</b>	<b>\$56,100</b>
<b>4. Proposition 218 Assistance (Optional)</b>	<b>\$14,750</b>

<sup>1</sup> Budget remaining in Task Order dated October 21, 2020. Assumes Tasks 1 - 3 are awarded to Provost & Pritchard by the City.

The line items shown above are estimates and are not intended to limit billings for any given Task. Required task effort may vary up or down from the line-item estimates shown, however total billings will not exceed the Total Estimated Fee Increase shown without additional authorization. If the scope changes materially from that described above, as a result of any agency’s decision or because of design changes requested by the City, we will prepare a revised estimate of our fees for your approval before we proceed.

### Schedule

Based on our conversations with City staff on Friday, September 17, 2021, we understand that proposals will be evaluated, and City Council approval will be required. City staff believes this approval will occur in early October. If we are selected for this additional work and a task order

issued in early October, we propose to have preliminary spreadsheets summarizing our analysis of the water, sewer, refuse and street funds available for City staff review by mid-December. Once City staff reviews the spreadsheets and the impacts to fund balances and rates, we will determine a schedule for completing the remaining work.

## Project Team

To maintain continuity for completing the project, Erik Helgeson (BWA) and Ken Shuey (Provost & Pritchard) will remain the lead professionals for the completion of the project. We are adding Jeff Dorn (Provost & Pritchard) and Kirk Koester (Provost & Pritchard) for additional expertise in the analysis of the street and refuse impacts. Resumes of all four individuals are attached. Douglas Dove (BWA) and Linda Sloan (Provost & Pritchard) will remain as the principals-in-charge for our two firms.

## Assumptions


- This proposal is based on the current City budget posted on the City website and the January 2004 Engineer's Report for the Water, Sewer and Refuse funds for the 2003-2004 Fiscal Year prepared by James S. Winton, RCE 16094, along with Water and Sewer enterprise fund data previously provided by City staff.
- If selected for this work by the City, a Task Order Approval Form will be issued by the City, referencing our Master Engineering Services Agreement dated February 23, 2021.
- We have budgeted for biweekly progress calls or video conference meetings with the City staff as necessary once the draft analysis is completed. If additional call or meetings are requested by the City, we can provide those as an additional service at our regular billing rates.
- Data to be provided by the Client:
  - Street and refuse fund budget and maintenance cost backup.
  - Proposition 218 Engineer's report for refuse rates recently adopted by the City.
  - Franchise or other agreement with the firm contracting with the City for refuse collection and disposal.

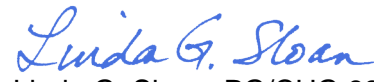
## Terms and Conditions

If this revised proposal is acceptable, please provide a Task Order Approval Form and notice to proceed. These documents will serve as our authorization to start the work described in this proposal. This proposal is valid for 30 days from the date above.

Please contact Ken Shuey at (530) 592-9240 or [kshuey@ppeng.com](mailto:kshuey@ppeng.com) if you have any questions or require additional information. We are looking forward to working with the City to complete this important project.

Sincerely,  
**Provost & Pritchard Consulting Group**

  
Kenneth K. Shuey, RCE 33558  
Principal Engineer & Project Manager

  
Linda G. Sloan, PG/CHG 8299/930  
Vice President

Attachments:

- Team Resumes
- Hourly Rate Schedules

## Terms and Conditions Accepted

By: City of Lindsay

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# Kenneth Shuey, PE

## Principal Engineer

### Education

- ✓ B.S. Civil Engineering, Colorado State University, Fort Collins

### Registration/Certifications

- ✓ California Civil Engineer #33558
- ✓ Professional Engineer, Colorado #20078
- ✓ Professional Engineer, New Mexico #12836
- ✓ Professional Engineer, Wyoming #18115

### Affiliations

- ✓ California Water Environment Association (CWEA)
- ✓ Water Environment Federation (WEF)
- ✓ American Society of Civil Engineers (ASCE)

### Selected Publications

- ✓ "Intergovernmental Agreements Facilitate Implementation of Regional Reuse Program in Colorado" by Robert L. Schulz, PE, and Kenneth K. Shuey, PE

### Areas of Expertise

- ✓ Wastewater Treatment, Lift Stations & Collection
- ✓ Water Supply, Pump Stations & Distribution
- ✓ Biogas Collection & Transmission
- ✓ Grant & Loan Funding
- ✓ Rate Studies & Proposition 218
- ✓ Construction Management
- ✓ Utility Management



## Professional Summary

Ken Shuey is a principal engineer at Provost & Pritchard with over 40 years of experience. His areas of expertise include permitting, funding, planning, design, and construction support of wastewater and water treatment and conveyance systems. He has served as regional manager, office manager, project manager, and project engineer on a wide range of water and wastewater related projects. In addition, he specializes in utility rate studies and assisting clients with California's Proposition 218 utility rate approval process.

## Relevant Experience

**Renewable Fuels Pipeline Expansion, Calgren Dairy Fuels, Tulare County, California, Project Manager** – Mr. Shuey led the team that prepared a Basis of Design report, Technical Memorandum and final design of a renewable fuels pipeline expansion project in Tulare County. The project consisted of connecting approximately 14 dairy entities with low pressure biogas pipeline. The pipeline is approximately 23 miles in length and will collect biogas from these facilities and convey it to the Calgren Ethanol plant site, near Pixley, CA. Biogas will be utilized at the facility by combustion in a turbine or boiler under existing San Joaquin Valley Air Pollution Control District (SJVAPCD) permits, truck fueling and injection into Southern California Gas' high pressure natural gas distribution system. Designs included a 400-foot trenchless crossing of California Highway 99 and the adjacent Union Pacific Railroad right-of-ways.

**Splitter Box Upgrades, City of Tulare's Industrial Wastewater Treatment Plant, Project Manager** – Mr. Shuey led the design effort to rehabilitate the City's influent wastewater splitter boxes, which had severe corrosion due to hydrogen sulfide. The project ultimately choose to bypass the boxes with new HDPE pipe. This option eliminated significant costs of bypass pumping and provides the City with a new system that allows staff to regulate flows to five influent storage and treatment ponds.

**New Wastewater Treatment Plant-City Advisor and Environmental Compliance Manager, City of Ridgecrest, California, Project Manager** – Mr. Shuey was the Project Manager for Provost & Pritchard's team that served as the City of Ridgecrest Advisor/ Owner Representative and Environmental Compliance Manager for the design and construction of a new wastewater treatment plant to be is located on Federal land, within the boundary of the Naval Air Weapons Station (NAWS) at China Lake. The project team was an integral partner to ensure the successful outcome of the contract, from project conception through the monitoring period. Recently completed was a cost of service and financial planning studies, which led up to a Proposition 218 sewer rate increase for Ridgecrest. Also, recently completed was the Environmental Impact Report (EIR) for compliance with the California Environmental Quality Act (CEQA) with impacts to water quality and noise found to be significant and unavoidable. Additional project tasks include performing overall project management, a facility plan update, site selection, documenting existing conditions and obtaining soils and geotechnical information, developing performance and construction quality criteria, and developing 30 percent preliminary design. The 30-percent wastewater treatment plant design has been completed and submitted to the City. The proposed wastewater treatment plant will utilize oxidation ditch technology to nitrify/de-nitrify the wastewater and provide the option for future tertiary treatment for recycled water applications. Coordination with the United States Department of Defense, Navy, was a very important aspect of the project as the existing wastewater treatment facility is

located within the boundary of the Naval Air Weapons Station (NAWS), China Lake. The Navy will act as the Federal Lead Agency and will be completing the NEPA compliance documentation for the project.

[Recycled Water Masterplan Study, North of River Sanitary District, Bakersfield, California, Project Manager](#) – Prepared a recycled water masterplan study funded by a grant administered by the State Water Resources Control Board. The project involved developing projected recycled water flows and developing alternatives to treat and reuse the District's wastewater effluent.

[Migrant Center Wastewater Lift Station, Force Main and Treatment Pond Decommissioning, Colusa County, California, Project Manager](#) – Mr. Shuey served as the project manager for the design and construction of a new wastewater lift station and force main conveying wastewater from the County of Colusa's Migrant Housing Center to the City of Williams wastewater collection system. He also assisted the county in developing a decommissioning and closure plan for the existing wastewater treatment lagoons, including extensive coordination with the Central Valley Regional Water Quality Control Board. The closure plan included geotechnical investigations and sampling, offsite disposal of accumulated biosolids and re-grading of the lagoon site. The project was funded by a Community Development Block Grant for construction, requiring extensive reporting and construction coordination to meet funding requirements.

[Emergency Repairs to Aeration Blower, Butte College, Oroville, California, Project Engineer](#) – Mr. Shuey assisted Butte College with emergency repairs to an aeration blower at the college's wastewater treatment plant and developed aeration strategies for energy efficiencies.

[Wastewater Treatment Design, Riverstone, LCC, Madera County, California](#) – Mr. Shuey assisted with the preparation of the conceptual design of wastewater treatment for a proposed development in Madera County with an ultimate capacity of 1.8 MGD. Work included preparation of the conceptual design report, Report of Waste Discharge to the Regional Water Quality Control Board, anti-degradation analysis, and a Title 22 recycled water report.

[Penn Valley Wastewater Collection and Treatment System, and Facility Planning, Nevada County Sanitation District No. 1, Nevada County, California, Project Manager](#) – This project consisted of facilities planning and preliminary and final design for improvements to the existing lagoon and land application treatment system. The current system uses lagoon treatment and onsite reservoir storage to supply recycled water for irrigation of pasture land (restricted reuse). Treatment reliability is compromised by insufficient reservoir storage. Two alternatives were proposed to address capacity issues: 1) addition of subsurface drip disposal to allow year-round application of effluent; and 2) pumping wastewater flows to another Nevada County wastewater treatment system. Mr. Shuey developed population and flows projections, water balances for sewer storage and irrigation, and a facilities assessment. Mr. Shuey is currently assisting the district in funding options and negotiations with the Regional Water Quality Control Board regarding the second option. He also led the preliminary and final design of improvements to convey Penn Valley wastewater to a neighboring wastewater treatment plant and decommissioning of the existing Penn Valley Wastewater Treatment Plant.

[Lake of the Pines Wastewater Treatment Facility Planning and Upgrade, Nevada County Sanitation District No. 1, Nevada County, California, Project Manager](#) – Mr. Shuey served as the project manager for the upgrade of a 3.6 MGD wastewater treatment plant, converting the existing pond treatment system to an advanced tertiary treatment facility. The project included headworks with screening and grit removal, membrane bio-reactor (MBR) treatment, UV disinfection, aerobic digester with membrane thickener, centrifuge solids dewatering, influent lift station, administration building, and septage receiving station. Mr. Shuey managed a team of consultants responsible for facilities planning, preliminary and final design, bidding, and construction management. He also conducted a sewer system evaluation study, population projections and service area expansion, along with funding support, Proposition 218 compliance assistance. In addition, he helped the client in obtaining a combination of State Revolving Fund (SRF) loan and bank funding. The total construction cost was \$17 million including less than 4 percent of change orders during construction. The project won a state ACEC merit award in 2010.

[Cascade Shores Wastewater Treatment Facility Upgrade, Nevada County Sanitation District No. 1, Nevada County, California, Project Manager](#) – Mr. Shuey served as the owner's representative for a design/build contract to construct a 0.15 MGD advanced tertiary wastewater treatment facility. The project included headworks with screening and grit removal, Integrated Fixed-Film Activated Sludge (IFAS) media treatment, dissolved air flotation (DAF) clarification (converted to a gravity clarifier during construction), UV disinfection, equalization storage and odor control. He provided funding support and assisted the client in obtaining a combination of SRF loan, Small Community Grant and Community Development Block Grant funding. Total construction cost was \$3.2 million with no change orders during construction.



Lake Wildwood Wastewater Treatment Facility UV Disinfection, Nevada County Sanitation District No. 1, Nevada County, California, Project Manager – This project consisted of the preliminary design report identifying improvements to the Lake Wildwood Wastewater Treatment Plant. Improvements included UV disinfection, a new aerobic digester, new laboratory, upgraded headworks, and improvements to the existing emergency storage basin. The project also included process and hydraulic modeling of the plant to determine existing capacity and improvements required to treat additional flows from the district's Penn Valley plant. This preliminary design report included a proposed service area expansion and capacity for future growth along with a condition assessment of existing facilities. Mr. Shuey also managed a team of consultants for final design including the design and construction management of UV disinfection, upgrades to the pressure filters to improve performance and effluent quality, return activated sludge (RAS) pump upgrades, chemical feed system improvements and other process improvements. Effluent quality improvements from the filter upgrades allowed a more economical UV disinfection design reducing both capital and operations costs.

McCourtney Road Landfill Leachate Disposal System, Nevada County Sanitation District No. 1, Nevada County, California, Project Manager – Mr. Shuey prepared preliminary and final design of a new leachate storage and disposal system for the County of Nevada's closed McCourtney Road Landfill. Current facilities store leachate in an open storage reservoir, where it is hauled offsite for disposal. Winter rainfall doubles the amount of leachate that must be hauled offsite. Preliminary design alternatives for the project included reverse osmosis treatment, solar and mechanical evaporation, and upgraded storage alternatives. The selected alternative included a 1.0 MGD covered storage tank, odor control and truck loading facilities. Upgraded leachate pump stations were also included in the project.

County-Wide Septage Management Plan, Nevada County Sanitation District No. 1, Nevada County, California, Project Manager – Mr. Shuey prepared a septage management plan for the western area of Nevada County. The plan addressed the potential revenue generation and costs associated with accepting septage from commercial haulers in the county. Disposal locations at the Lake of the Pines and Lake Wildwood plants were identified along with necessary improvements at the plants to accept septage.

Auburn Jail Lift Station Rehabilitation, Placer County, California, Project Manager – Mr. Shuey was responsible for the rehabilitation of the Auburn Jail Lift Station. The project included the design of a new lift station including a grinder, chopper pumps, emergency storage, controls and emergency power. The project was extremely challenging due to the variety and large amount of solids in the waste stream coming from the jail.

CalOak Interceptor Replacement Project Phases 1 and 2, Sewerage Commission, Orville Region, California, Project Manager – This project involved the design and construction of a 30-inch gravity sewer and 20-inch force main to replace an existing undersized interceptor system. Mr. Shuey led the preliminary design and route selection, which included population and flow projections, in addition to final design and construction administration for the project. The project met very critical scheduling requirements to avoid wet weather flows during construction. It also included extensive coordination with Caltrans during construction of a portion of the force main that was located inside of the Caltrans right-of-way.

SSO Compliance, Sewerage Commission, Orville Region, California, Project Manager – Mr. Shuey developed a SSO compliance plan template for use by SC-OR and its three member entities to meet the requirements of the State's SSO regulations.

Restroom Upgrades, Sewerage Commission, Orville Region, California, Project Manager – This project included the design and construction management of a project to bring the existing restrooms in the administration building into compliance with the Americans with Disabilities Act (ADA).

Repair/Rehabilitation Projects, Sewerage Commission, Orville Region, California, Project Manager – Mr. Shuey prepared designs and provided construction management of repair/rehabilitation projects on an as-needed basis. Projects included primary effluent line repair, bypass pond piping improvements, emergency generator repair, etc.

Pressure Filter Rehabilitation, Sewerage Commission, Orville Region, California, Project Manager – This project included the rehabilitation of five pressure filters including upgrading under drains, surface wash assemblies, interior coating and media. The steel filter vessels had experienced significant interior corrosion that was repaired as part of the project.

San Pasqual Wastewater Planning, Indian Health Services, San Pasqual, California, Project Manager – Mr. Shuey provided preliminary designs for the centralized wastewater collection and treatment from the reservation. Options investigated included on-site disposal, STEP/STEG collection, and surface water discharge.

Lone Pine Water System Improvements, Indian Health Services, Lone Pine, California, Project Manager – This project provided surveying, geotechnical, environmental and preliminary designs for a new water tank and water main to serve the reservation.

Klamath Wastewater Improvements, Indian Health Services, Klamath, California, Project Manager – Mr. Shuey provided preliminary design engineering for wastewater improvements to serve the Klamath community and future growth anticipated by the tribe.

North Market Lift Station and Force Main Upgrades, City of Redding, California, Project Manager – Mr. Shuey served as the project manager for the preparation of a preliminary design report for the upgrade of the City's North Market Street lift station and force main. The report developed flows and loads for the facilities and the potential for phased construction. The North Market lift station pumps wastewater across the Sacramento River. The existing force main was steel pipe suspended over the river. The pipe was deteriorated and City staff was concerned about the potential environmental damage from a rupture in the pipe. The existing lift station was outdated and too small to accommodate future flows. The preliminary design report proposed a new underground river crossing installed using directional drilling, and a new lift station design.

Utilities Replacement Design, Lassen Volcanic National Park, National Park Service – Western Region, Mineral, California, Project Manager – Mr. Shuey prepared a pre-design and a schematic design for utilities replacement at the Lassen Headquarters site in Mineral, California. The project included the replacement of water, sewer, electric, phone and data (IT) systems. The project also included centralized propane distribution replacing individual tanks on the site.

New Water Supply Well, City of Madera, California – Mr. Shuey was the project manager for a new water supply well for the City of Madera, including well design, pump, motor, emergency generator, disinfection, site grading and piping.

New Water Supply and Wastewater Treatment Evaluations, Multiple California Locations, Project Manager – Working for a confidential client, prepared multiple water and wastewater service evaluations for proposed travel stops. Tasks included working to develop water supply and treatment alternatives, California Senate Bill (SB) 1236 compliance and wastewater treatment and disposal alternatives.

New Water Supply Well, National Park Service – Western Region, Lava Beds National Park, California, Project Manager – Mr. Shuey was the project manager for the construction of a new water supply well for the Lava Beds National Park.

Various Projects, National Park Service – Western Region, Yosemite National Park, California, Project Manager – Mr. Shuey served as the project manager for the following projects:

- Crane Flat Campus Wastewater Treatment Investigation, Yosemite National Institute
- Crane Flat Water Supply Well Design and Construction
- Back Country Utilities Workshop addressing methods to construct and maintain water and wastewater utilities in the Yosemite Back Country area where vehicle access is prohibited
- Composting toilet facilities final design for backpackers and concessionaire facilities at Glen Aulin, Vougalsang and Sunrise back country areas near Tioga Pass
- Glacier Point water treatment plant preliminary design for improvements required to meet California Department of Public Health requirements for water supply

Value Analysis for Utility Replacement Project, National Park Service – Western Region, Sequoia-Kings Canyon National Park, California, Project Manager – This project included a value analysis (VA) for a utility replacement project upgrading water, sewer, electric, telephone and propane services to a concessionaire housing area of the Sequoia-Kings Canyon National Park.

Primary Clarifier No. 3 Effluent Line Replacement, City of San Mateo, California, Project Manager – Mr. Shuey was responsible for the design and construction management of the replacement of a 36-inch steel effluent pipe. The project included replacement of a slide gate to isolate the clarifier and preparation of a construction sequencing plan to insure that the construction activities did not impact the plant operation.

Sludge Cake Pumping, City of San Mateo, California, Project Manager – This project consisted of the design and construction management of the installation of the owner purchased sludge cake pumps that moved dewatered sludge cake from the City of San Mateo's centrifuges to the sludge storage silos. Mr. Shuey participated in two projects installing sludge cake pumps to replace a failed sludge conveyor.

Pressure Filter Evaluation, City of San Mateo, California, Project Manager – Mr. Shuey prepared a preliminary design report investigating causes of media loss in the pressure filters at the plant. He recommended improvements and a new filter media design to address the problem of media loss.

Gravity Thickener Repairs, City of San Mateo, California, Project Manager – Mr. Shuey prepared final designs of new catwalks for the two gravity sludge thickeners. He also assisted in the repair of a sludge line partially encased in concrete under one of the thickeners. The line was leaking and could not be excavated for repair. Mr. Shuey proposed using a trenchless lining method and assisted the City of San Mateo in contracting with the chosen lining contractor for the repair.

Fire Safety Evaluations, City of San Mateo, California, Project Manager – Mr. Shuey prepared emergency and fire response plans for the facility at the request of plant staff and city fire officials.

Emergency Sewer Line Repair, San Jose State University, San Jose, California, Project Engineer – Mr. Shuey assisted the university in identifying options for an emergency sewer line repair on campus.

Wastewater Treatment Plant Improvements Preliminary Design Report, City of Willows, California, Project Manager – Mr. Shuey prepared a preliminary design report for wastewater treatment plant improvements and assisted the City of Willows in obtaining USDA Rural Development funding for the improvements. Funding assistance included preparation of a sewer rate study and funding plans required by the USDA loan and grant program. Mr. Shuey assisted the city in negotiations with the Regional Water Quality Control Board to avoid a municipal use classification for an agricultural drain used by the city for wastewater effluent discharge. By avoiding the municipal use classification, the city was not required to provide tertiary treatment of the wastewater.

Water & Sewer Rate Studies, Thermalito Water and Sewer District, Oroville, California, Project Manager – Mr. Shuey prepared water and sewer rate studies and updates for the district since 2005. He prepared a preliminary design report for improvements to the backwash water recovery system at the district's water treatment plant.

Wastewater Treatment Facility Improvement Project Peer Review and Value Engineering, City of Willits, California, Project Manager – Mr. Shuey provided peer review, value engineering and constructability reviews of the City of Willits' proposed wastewater treatment facility improvement project.

City Manager, Taos Ski Valley, New Mexico – Mr. Shuey was selected as the first city manager for the Village of Taos Ski Valley, New Mexico, which was incorporated in 1996. The area is home to a world-class ski resort that attracts over 350,000 visitors a year. Mr. Shuey created police, fire, emergency medical services (EMS), planning and zoning divisions, and a plan review and building inspection department. He was responsible for preparing and administering budgets, directing road maintenance, snow removal and drainage, and supervising consultants working for the village. He completed the implementation of new personnel rules and regulations. In addition, Mr. Shuey implemented a geographic information system (GIS) for the Village, and began a transit system between Taos Ski Valley and the Town of Taos, providing bus service between the two towns and obtained a \$500,000 federal grant to expand this service.

Government Agency Formation, Taos County Intergovernmental Council, New Mexico, Consultant – Mr. Shuey participated in the formation of the Taos County Intergovernmental Council, comprised of area municipalities, school districts and Indian tribes. This organization worked jointly on lobbying efforts, a film commission to support tourism, and the construction of a regional landfill along with numerous other projects.

District Manager, Twining Water and Sanitation District, Taos Ski Valley, New Mexico – Mr. Shuey served as the district manager for Twining Water and Sanitation District in Taos Ski Valley, New Mexico. This is a resort area east of Taos, New Mexico with a number of environmental and infrastructure challenges. Through experience in management and in water and wastewater engineering and operations, he was able to maintain or lower rates each year since becoming district manager. Mr. Shuey completed a wastewater collection system expansion project which doubled the service area, and started the process of doubling treatment plant capacity.

Wastewater Treatment Facility, Castle Pines Metropolitan District, Castle Pines Village and Castle Pines North, Douglas County, Colorado, Project Engineer/Construction Manager – Mr. Shuey was responsible for the design and construction management of the Castle Pines Metropolitan District's 1.0 MGD advanced wastewater treatment facility, removing phosphorous to a discharge limit of 0.1 mg/l. The facility utilized a packaged filtration unit and ferric chloride for removal and included a backwash decant basin, backwash storage basins, influent and backwash pumps, and dechlorination facilities. Other projects included a golf course irrigation storage reservoir and pump station, water and wastewater system improvements, and 10 high capacity water supply wells.

Facilities Planning, Cucharas Valley Water and Sanitation District, Cucharas, Colorado, Project Engineer – Mr. Shuey was responsible for the preparation of a 201 Facilities Plan for the 2,200-acre Cucharas Valley Water and Sanitation District to provide interceptor, collection and treatment systems throughout the district. Investigations included interceptor and collector alignment alternatives and wastewater treatment options. The assignment also included extensive interaction with the state and the Environmental Protection Agency (EPA) during the approval of the 201 Plan. The project included the design of a 0.3 MGD sequencing batch reactor wastewater treatment plant for the Cucharas Valley Water and Sanitation District. The facility included the reactors, aerobic digesters, chlorination and de-chlorination facilities, controls, and a building covering the basins and housing the headworks and laboratory/office, which had to meet very high architectural standards.

Wastewater Treatment Plant, Wolf Creek Pass, Colorado, Project Engineer – Mr. Shuey was responsible for the preparation of a final design report and site application for a 0.3 MGD wastewater treatment plant to serve a ski area development near Wolf Creek Pass, Colorado.

Septic Tank Effluent Pump Wastewater Collection System, City of Lookout Mountain, Georgia, Project Engineer – This project consisted of the design of a septic tank effluent pump (STEP) wastewater collection system consisting of over 600 STEP services, 120,000 feet of collection and outfall lines, and two lift stations with odor control facilities for Lookout Mountain, Georgia.

Water Transmission Line, City of Fort Collins, Colorado, Project Engineer/Construction Manager – This project consisted of the design and construction management of 7.4 miles of 24-inch through 48-inch potable water transmission line for the City of Fort Collins, Colorado. The project included alignment selection, pipe material investigation, final design and drawings, bidding, and construction administration and inspection.

Water Transmission Line, City of Greeley, Colorado, Project Engineer – This project included the design of a 54-inch water transmission line for the City of Greeley, Colorado. Mr. Shuey was responsible for the preparation of population and water consumption projections for a 30-year period, computer network analysis of the existing distribution system to update the owner's water system master plan, preparation of design report to owner, and preparation of construction drawings.

Design and Implementation of Wastewater Collection System Rehabilitation Projects, Various Clients, California, Colorado, Georgia, and Tennessee, Project Manager – Mr. Shuey managed projects that included infiltration/inflow studies, pipe and manhole rehabilitation, and in-situ replacement of existing sewers for clients in California, Colorado, Georgia, and Tennessee. Projects also included design of large wastewater interceptor and force main projects, which have included gravity sewers up to 42-inch and force mains up to 24-inch. These projects have also required the design of lift stations with capacities of up to 10,500 gpm.

High Capacity Water Wells, Pleasant Valley Water District, Camarillo, California, and Castle Pines Metropolitan District, Castle Rock, Colorado, Project Engineer – Mr. Shuey was responsible for the design of 15 high capacity water wells near Castle Rock, Colorado and Camarillo, California, and the installation of pumps in the wells. He also developed well rehabilitation programs for the wells.

Earth-Fill Dam Design, City of Craig, Colorado, Project Engineer – Mr. Shuey was part of the design team that prepared final designs for a 60-foot earth fill dam impounding 6,800 acre-feet of water for municipal use near Craig, Colorado. He was responsible for hydrology of the drainage basin, flood routing, sizing of the spillway and outlet works, and cost estimates.

# Jeffrey Dorn, PE, TE, QSD

## Senior Civil Engineer

### Education

- ✓ B.S. Civil Engineering,  
California State University, Fresno

### Registration/Certifications

- ✓ Civil Engineer, California #76749
- ✓ Traffic Engineer, California #2945
- ✓ Qualified SWPPP Developer (QSD)  
#21456

### Areas of Expertise

- ✓ Pavement Rehabilitation
- ✓ ADA-Accessible Design of Sidewalks and Curb Ramps
- ✓ Geometric Design of Roadways and Intersections
- ✓ Grading and Drainage Design of Roadways, Intersections, Sidewalks, Curb and Gutter
- ✓ Water, Sewer, and Storm Water System Repair and Replacement
- ✓ Utility Relocation
- ✓ Coordination with Caltrans and Railroads
- ✓ Federal, State, and Local Funding Compliance

## Professional Summary

Jeff Dorn is a senior engineer at Provost & Pritchard with 15 years of civil engineering and project management experience. His experience has been focused on transportation infrastructure design and providing ongoing consulting services for various public agencies. Mr. Dorn's design experience includes geometric, pavement section, grading and drainage design of roads, design of ADA-accessible sidewalks and curb ramps, bike/pedestrian trail design, utility relocation, and water, sewer, and storm water system repair and replacement. His experience also includes grant writing, engineering report writing, front end and technical specifications, cost estimating, project management, and coordination with Railroads, Caltrans, other public agencies and utility companies.

## Relevant Experience

### Transportation

**Pleasant Avenue Improvements Project, City of Tulare, California, Project Manager** – Mr. Dorn is currently serving as the project manager providing the City of Tulare with civil engineering design services for water, sewer, storm drain, and pavement rehabilitation improvements along 1.7 miles of Pleasant Avenue from Enterprise Street to H Street. The improvements include AC pavement rehabilitation using grind and overlay, full depth reclamation (FDR), and complete pavement reconstruction, installation of new water, sewer and storm drain mains, services, laterals, manholes and drain inlets, replacement of damaged curb, gutter and sidewalk, replacement of existing curb ramps, and alley and drive approaches to meet current ADA standards, and signing and striping.

**O Street Improvements Project, City of Tulare, California, Project Manager** – Mr. Dorn served as the project manager providing the City of Tulare with civil engineering design services for water, sewer, storm drain, and pavement rehabilitation improvements along 1.5 miles of "O" Street from Pleasant Avenue to Bardsley Avenue. The improvements include AC pavement rehabilitation using grind and overlay, full depth reclamation (FDR), and complete pavement reconstruction, installation of new water, sewer and storm drain mains, services, laterals, manholes and drain inlets, replacement of damaged curb, gutter and sidewalk, replacement of existing curb ramps, alley and drive approaches, and trail crossings to meet current ADA standards, loop detector replacement, signal modifications, and signing and striping. The project also included coordination with Caltrans to obtain an encroachment permit for the State Highway that crosses the project.

**South Van Ness Industrial Roads Project, City of Fresno, California, Project Manager** - Mr. Dorn recently served as the project manager providing the City of Fresno with civil engineering design services for two (2) miles of roadway improvements to California Ave, East Ave, Hamilton Ave, and Pearl Street in a heavily developed industrial area of south Fresno. The improvements included the construction of new curb, gutter, sidewalk, curb ramps and drive approaches to replace the existing dirt shoulders, pavement rehabilitation and widening, utility relocation, street lighting, signing and striping. The improvements were designed to improve pedestrian safety while allowing storm water to surface flow to nearby storm drain inlets and reducing the persistent ponding that occurred in the dirt shoulders. Existing private improvements and utilities conflicting with the new improvements were relocated. Mr. Dorn coordinated with both UPRR and

BNSF railroads to obtain design approval and acquire right of entry permits for the nine (9) active railroad crossings. Mr. Dorn also coordinated with PG&E, AT&T, and Comcast to relocate their facilities outside the new improvements.

["I" Street and Owens Avenue Improvements Project, City of Tulare, California, Project Manager](#) - Mr. Dorn served as the project manager providing the City of Tulare with civil engineering design services for water, sewer, storm drain, and pavement rehabilitation improvements along West Owens Avenue from North "E" Street to North "I" Street, and on North "I" Street from West San Joaquin Avenue to West Pleasant Avenue. The improvements include AC pavement rehabilitation using grind and overlay, full depth reclamation (FDR), and complete pavement reconstruction, installation of new water, sewer and storm drain mains and services, including laterals, manholes and drain inlets, replacement of damaged curb, gutter and sidewalk, replacement of existing curb ramps at curb returns and alley approaches to meet current ADA standards, signing and striping.

[2nd Street Improvements Project, City of McFarland, California, Project Manager](#) – Mr. Dorn recently provided design engineering services for the City of McFarland's 2nd Street Improvements Project. The City of McFarland was awarded a Community Development Block Grant (CDBG) for street and sidewalk improvements to ½ a mile of 2nd Street from Sherwood Avenue to Perkins Avenue. The improvements included decorative stamped concrete, sidewalks, drive approaches, curb ramps, decorative concrete capped median, decorative streetlights, street trees, irrigation system, benches, trash receptacles, signing and striping, and the relocation of existing fencing and trees. The project also included coordination with utility companies to relocate and underground their facilities. Mr. Dorn also worked with the City to complete the application and reporting for the State CDBG funding.

[Ward and Las Palmas Avenue Intersection Improvements, City of Patterson, California, Project Manager](#) – Mr. Dorn served as the Project Manager for the City of Patterson's intersection improvement project. The City, in coordination with the Stanislaus Council of Governments (StanCOG), was awarded two Congestion Mitigation and Air Quality (CMAQ) grants to modify the existing traffic signals and construct the remaining improvements to the intersection of Ward Avenue and West Las Palmas Avenue. The project included road widening, restriping, signal modification as well as pedestrian improvements such as new sidewalk, curb ramps and crosswalks to provide for pedestrian safety and ADA compliance.

[Ward and Las Palmas Avenue Pedestrian Safety Project, City of Patterson, California, Project Manager](#) – Mr. Dorn recently served as the Project Manager for the City of Patterson's Ward and Las Palmas Pedestrian Safety project. The City was awarded Active Transportation Program funding to construct bike lanes, curb, gutter, sidewalk, curb ramps, enhanced pedestrian crossings including pedestrian activated solar powered flashing warning signs, and plant street trees along the east side of Ward Avenue and the north side of Las Palmas Avenue. The project filled gaps in pedestrian and bicycle facilities along these routes adjacent to Patterson High School and Las Palmas Elementary School and improve drainage. The new sidewalk was constructed so that the existing mature palm trees along the entire stretch of Las Palmas Avenue were protected in place.

[Las Palmas Overlay, City of Patterson, California, Project Manager](#) – Mr. Dorn is currently serving as the project manager for the City of Patterson's rehabilitation of Las Palmas Avenue between Highway 33 and the east end of the City limits (approximately 3,200 feet of road). The pavement rehabilitation incorporates the use of rubberized hot mix asphalt and an asphalt rubber chip seal to address the deteriorated pavement. Our design team is also coordinating with Caltrans District 10 and California Northern Railroad to obtain encroachment and right of entry permits for the project construction. The improvements also include the reconstruction of curb ramps and crosswalks which do not meet current ADA standards, replacement of existing detector loops, installation of a new sewer main and laterals, road striping, and adjustment of existing manholes and valve covers to finished grade.

[Ninth Street Realignment Project, City of Patterson, California, Project Manager](#) – Mr. Dorn recently served as the Project Manager for the City of Patterson's Ninth Street Realignment project. The City was awarded Active Transportation Program funding to realign Ninth Street east of Ward Avenue to create a 4-leg intersection with Heartland Ranch Avenue. The improvements included new pavement, curb, gutter, sidewalk, curb ramps, drive approaches, electrical service and streetlights, street trees and irrigation, signing and striping, and the relocation of existing fencing and mailboxes. The project included preparing a separate demolition and tree removal bid package for the involvement of the California Conservation Corps and the Greater Valley Conservation Corps.

[North Fork Road Bridge, Cornerstone Engineering, County of Fresno, Project Manager](#) – Mr. Dorn is currently serving as the project manager providing design services for the construction of a 700-foot bridge over the San Joaquin River and 1300 feet of roadway transition for the new bridge alignment. Project improvements include roadway reconstruction, curb, gutter, sidewalk, asphalt dike, guard rail, storm drainage facilities, and signing and striping. The work includes include design of vertical and

horizontal alignment, roadway grading and drainage, pavement design, and coordination of structural, hydraulic, and utility relocation components.

[City of Fresno Road Rehabilitation Projects, Project Manager](#) – Mr. Dorn served as the project manager for five separate ½ to 1 mile long road rehabilitation projects along Blackstone Avenue, Chestnut Avenue, and Inyo Street for the City of Fresno. Each project consists of grinding and overlaying a majority of the existing asphalt pavement with dig outs and complete pavement section replacement in areas where severe pavement deterioration exists. Also included in each project is the reconstruction of curb ramps and median island noses to meet current ADA standards, minor traffic signal improvements such as replacement and upgrade of existing signal loop detectors and pedestrian push buttons, redesign of existing signing and striping, and adjustment or relocation of existing utilities.

[Blackstone Avenue Overlay – Shaw to Ashlan, City of Fresno, California, Project Manager](#) – Mr. Dorn is the project manager for the team providing civil engineering design for an overlay project along Blackstone Avenue, from Shaw Avenue to Ashlan Avenue, for the City of Fresno. Blackstone Avenue is a major six lane arterial roadway that runs north-south through the heart of Fresno, California, with the intersection of Blackstone and Shaw being one of the business intersections in the City. The project consists of grinding and overlaying a majority of the existing asphalt pavement with dig outs and complete pavement section replacement in areas where severe pavement deterioration exists along Blackstone Avenue for the one mile stretch from Shaw to Ashlan. Also included in the project is the reconstruction of curb ramps and median island noses to meet current ADA standards, replacement and upgrade of existing signal loop detectors, replacement of existing pavement striping, and adjustment of water valve lids and sewer manhole covers to finished grade.

[Blackstone Avenue Overlay – Ashlan to Dakota, City of Fresno, California, Project Manager](#) – Mr. Dorn is the project manager for the team providing civil engineering design for an overlay project along Blackstone Avenue, from Ashlan Avenue to Dakota Avenue, for the City of Fresno. Blackstone Avenue is a major six lane arterial roadway that runs north-south through the heart of Fresno, California. The project consists of grinding and overlaying a majority of the existing asphalt pavement with dig outs and complete pavement section replacement in areas where severe pavement deterioration exists along Blackstone Avenue for the ½ mile stretch from Ashlan to Dakota. Also included in the project is the reconstruction of curb ramps and median island noses to meet current ADA standards, replacement and upgrade of existing signal loop detectors, replacement of existing pavement striping, and adjustment of water valve lids and sewer manhole covers to finished grade.

[Overlay of Inyo Street, City of Fresno, California, Project Manager](#) – Mr. Dorn is the project manager for the team providing civil engineering design for an overlay project along Inyo Street, from Van Ness Avenue to P Street, for the City of Fresno. Inyo Street is a two-lane roadway that runs east-west through one of Downtown Fresno's business districts. The project consists of grinding and overlaying a majority of the existing asphalt pavement with dig outs and complete pavement section replacement in areas where severe pavement deterioration exists along Inyo Street for the 0.4 mile stretch from Van Ness to P. Also included in the project is the reconstruction of curb ramps to meet current ADA standards, replacement of existing signal loop detectors, a complete redesign and replacement of existing pavement striping and signage, and adjustment of water valve lids and sewer manhole covers to finished grade.

[Chestnut Avenue Overlay, City of Fresno, California, Project Manager](#) – Mr. Dorn served as the project manager for the design of the Chestnut Avenue overlay project, from the Union Pacific Railroad (UPRR)-California alignment to Jensen Avenue. The scope of work included providing civil engineering design, bidding assistance and construction services. Chestnut Avenue from the UPRR California alignment to Jensen Avenue is a major four-lane arterial roadway that runs north-south in southeast Fresno, California. The project included pavement rehabilitation, the design of ADA-accessible ramps, sidewalks, curb and gutter, traffic signal improvements, signing and striping, and existing utility coordination.

[Derrick & Oller Roundabout Project, City of Mendota, California, Design Engineer](#) – Mr. Dorn provided preliminary design services for a modern roundabout at the intersection of Derrick (State Route 33), Oller (State Route 180) and McCabe Avenues within the City of Mendota. The Derrick & Oller intersection is a primary gateway between the Central Business District and other parts of the City of Mendota. The new roundabout not only addresses significant traffic queuing issues, but also creates an attractive landscaped centerpiece for the entrance to the City's Central Business District. The services provided by Provost & Pritchard for this project have also included topographic surveys, utility research, and coordination with Caltrans. The \$2 million project would be funded through Measure C and a \$650,000 Congestion Mitigation and Air Quality (CMAQ) grant.

[Fulton Mall Improvements, City of Fresno, California, Project Engineer](#) – Mr. Dorn provided civil engineering design services for the Fulton Street re-construction project. The Fulton Mall was created in 1965 by converting 12 adjacent blocks in



downtown Fresno to a pedestrian mall with urban park setting. Due to the significant economic decline over the last 20 years, the City of Fresno pursued a reconstruction of the Fulton Mall corridor by re-introducing a pedestrian-friendly commercial streetscape and a narrow two-lane street with parking lanes. The project also included restoring and relocating the significant public art and water features along the corridor.

[Herndon Avenue Widening, Marks to Blythe, City of Fresno, California, Project Manager/Project Engineer](#) – Mr. Dorn served as the project manager on three separate projects that widened a total of 1.5 miles of Herndon Avenue to six-lane expressway standards. The projects included road widening, construction of pedestrian facilities including a new multi-use trail, relocation of an existing landscaped median island, relocation of existing aerial power and telephone lines, assistance with right-of-way documents, undergrounding Fresno Irrigation District's Bullard Canal, signing, striping, landscaping, and traffic signal improvements.

[Herndon Avenue Widening, Blythe to Brawley, City of Fresno, California, Project Manager/Project Engineer](#) – Mr. Dorn served as the project manager responsible for designing improvements to widen approximately one-half mile of Herndon Avenue to six-lane expressway standards, and preparing plans, specifications and a construction cost estimate. The project included new asphalt concrete pavement, ADA-accessible concrete sidewalk, ramps, curb and gutter, relocation of an existing landscaped median island, relocation of existing utilities, assistance with right-of-way documents, undergrounding Fresno Irrigation District's Bullard Canal, signing, striping, landscaping, and traffic signal improvements.

[Herndon Avenue Widening, Valentine to Brawley, City of Fresno, California, Project Manager/Project Engineer](#) – Mr. Dorn was responsible for designing improvements to widen approximately one-half mile of Herndon Avenue to six-lane expressway standards and preparing plans, specifications and a construction cost estimate. The project included new asphalt concrete pavement, ADA accessible concrete sidewalk, ramps, curb and gutter, bike/pedestrian trail, relocation of an existing landscaped median island, relocation of existing utilities, assistance with right-of-way documents, undergrounding Fresno Irrigation District's Bullard Canal, signing, striping, landscaping, and traffic signal improvements.

[Herndon Avenue Widening, Marks to Valentine, City of Fresno, California, Project Engineer](#) – Mr. Dorn designed improvements to widen approximately one-half mile of Herndon Avenue to six-lane expressway standards and prepared plans, specifications and a construction cost estimate. The project included design of storm drainage facilities, assistance with right-of-way documents, landscaping and coordination with facilities designed for the Fresno Irrigation District and the City of Fresno multi-purpose trail and traffic signal improvements. The project also included coordination of utility relocations, including PG&E, Comcast and AT&T.

[Smoot Street, Sorensen Avenue and McCabe Avenue Storm Drain and Street Improvements, City of Mendota, California, Design Engineer](#) – Mr. Dorn provided design engineering services for street and storm drain improvements to Smoot, Sorensen and McCabe Avenues in the City of Mendota. The street improvement portion of the project included the reconstruction and realignment of approximately one-half mile of city streets and intersections surrounding McCabe Elementary School and the modernization of adjacent pedestrian facilities. The storm drain portion of the project included new inlets, pipelines and a retention basin. Coordination with Caltrans and Mendota Unified School District was essential to the project's success.

[Golden Knolls Road Rehabilitation, Golden Hills Community Services District, Tehachapi, California, Engineering Technician](#) – Mr. Dorn prepared plans and specifications, a Proposition 218 Engineer's Report, and assessment diagrams for road improvements for Tract 3365 in Tehachapi, California. The project team also assisted the Golden Hills Community Services District with landowner meetings and provided construction management and review services for approximately three miles of road improvements.

[Brawley Avenue Widening, City of Fresno, California, Engineering Technician](#) – This project consisted of design services for the widening of Brawley Avenue from Palo Alto to Herndon. Mr. Dorn developed and provided a schematic design, provided construction documents, assisted the City of Fresno in the bidding process, and provided construction support services during the construction phase.

[Goodfellow Avenue Bridge Design, Biggs Cardosa Associates, Reedley, California, Engineering Technician](#) – This project included the development of road plans for the reconstruction of the Kings River bridge crossing Goodfellow Avenue. Mr. Dorn provided assistance in determining future right of way extents. He also prepared an additional plan sheet using road cross-sections at 50-foot intervals, based upon design survey data provided by Fresno County.

Bass Avenue Bridge Design, Biggs Cardosa Associates, Mendota, California, Engineering Technician – Mr. Dorn provided design services of roadway and detours during the construction of a replacement bridge on Bass Avenue in Mendota. He also determined right of way requirements pursuant to Fresno County's request. Mr. Dorn redesigned the project's geometrics and revised the plans due to a change in design criteria. The irrigation district raised vertical clearance requirements over their ditch, resulting in the redesign.

## **Storm Drainage**

Storm Drain Improvements, II-109, Fresno Metropolitan Flood Control District, Fresno, California, Project Manager/Design Engineer – Mr. Dorn designed storm drain improvements and prepared plans and specifications for Contract II-109 for the Fresno Metropolitan Flood Control District. This project included the construction of approximately 2,000 feet of 18- to 30-inch reinforced concrete pipe in California, East and Monterey Avenues.

Storm Drain Improvements, II-114, Fresno Metropolitan Flood Control District, Fresno, California, Project Manager/Design Engineer – Mr. Dorn is responsible for design, construction staking, and construction services for Contract II-114 for the Fresno Metropolitan Flood Control District. The project includes the design and construction oversight for storm drain pipelines up to 30 inches in diameter along the railroad easement near O Street and Monterey Street in Fresno.

Storm Drain Improvements, UU3-30, Fresno Metropolitan Flood Control District, Fresno, California, Project Manager/Design Engineer – Mr. Dorn designed storm drain improvements and prepared plans and specifications for Contract UU3-30 for the Fresno Metropolitan Flood Control District. This project will include the construction of approximately three-quarters of a mile of reinforced concrete storm drain pipeline up to 48 inches in diameter in Hughes Avenue from Dudley to Pine.

Storm Drain Improvements, CC-18, Fresno Metropolitan Flood Control District, Fresno, California, Project Manager/Design Engineer – Mr. Dorn is in the process of designing storm drain improvements and preparing plans and specifications for Contract CC-18 for the Fresno Metropolitan Flood Control District. This project includes approximately one-half mile of 15-inch diameter PVC pipe in Fresno Street, Pine Avenue and Carmen Avenue.

Storm Drain Improvements, II-117, Fresno Metropolitan Flood Control District, Fresno, California, Project Manager/Design Engineer – This project consisted of surveying, design, and construction management services for Contract II-117 in the Fresno Metropolitan Flood Control District. The storm drain improvements project consisted of a storm drain pipeline up to 24 inches in diameter in California near C Street, and in Florence, Ivy and Geneva Avenues near Elm Avenue.

Storm Drain Improvements, XX-31, Fresno Metropolitan Flood Control District, Fresno, California, Project Manager/Design Engineer – Mr. Dorn provided surveying and design services for Contract XX-31 storm drain improvements which included preparing plans and specifications for the Fresno Metropolitan Flood Control District. This project included the construction of approximately three-quarters of a mile of reinforced concrete storm drain pipeline up to 54 inches in diameter in McKinley, Marks and Lafayette Avenues in the City and County of Fresno. Success of this project was dependent on coordination with the Fresno Unified School District and local business owners.

Storm Drain Improvements, RR-61, Fresno Metropolitan Flood Control District, Fresno, California, Engineering Technician – Mr. Dorn provided surveying and design services for Contract RR-61 storm drain improvements in the Fresno Metropolitan Flood Control District, which included the storm drain pipeline in Home, Calavaeras and Pine, and included a connection to existing storm drain facilities in Van Ness Avenue.

Infrastructure Master Plan, Liberty Groves, Madera County, California, Project Engineer – This project involved a proposed 1,400-acre master planned mixed-use development in southeast Madera County. The project is currently in the master plan development stage involving project scoping, infrastructure planning, and California Environmental Quality Act (CEQA) processing and entitlement. Mr. Dorn was responsible for preparing the storm drainage portion of the master plan.

Sierra View Community Church, Sanger, California, Project Manager/Design Engineer – Mr. Dorn designed and prepared plans for site grading, drainage and ADA-compliant walkway improvements for Sierra View Community Church in Sanger, California. The project included concrete walkways, drainage inlets and pipes, dry well, and submersible drainage pump. Success of the project was due to active coordination with the contractor, who had already begun construction, and the City of Sanger.

## Water & Sewer

Tract 5531 Water Well (Pump Station 360), Pulte Group, City of Fresno, California, Project Engineer – Mr. Dorn provided engineering design service for the installation of a new well for Tract 5531, located on California Avenue between Armstrong and Temperance.

Ongoing District Engineering Services, Armona Community Services District, Kings County, California, District Engineer – Mr. Dorn provides ongoing district engineering services including planning and feasibility studies, regulatory agency coordination and compliance, California Environmental Quality Act (CEQA) compliance, funding applications, board meetings, capital facilities plans, design and construction documents for water and sewer capital improvement projects, development review, and construction review oversight.

Lerdo Campus Water and Wastewater Improvements, County of Kern, California, Design Engineer – Mr. Dorn provided design services to expand and improve the wastewater treatment facilities and water facilities at the Lerdo Campus in order to accommodate a new jail facility. Design of the wastewater improvements includes new headworks with screening, an open channel flow meter, an extended aeration activated sludge system with N/dN capability utilizing a process similar to Biolac Wave Ox, and a single concrete-lined basin with blowers for aeration. The design also includes two circular clarifiers with a RAS/WAS pump station, mechanical sludge dewatering system with dewatered sludge storage area, effluent pump station, new unlined effluent storage ponds, enlarged effluent distribution system for disposal of undisinfected effluent, standby power generator, SCADA system with integration by contractor, and a new control building.

Sewer Main Replacement, Pixley Public Utility District, Tulare County, California, Design Engineer – Mr. Dorn designed improvements and prepared plans and specifications to replace approximately one-quarter mile of problematic sewer main. The project included video of the existing sewer and a temporary bypass for existing wastewater flow during construction.

Sanitary Sewer Management Plan, Woodward Reservoir and Modesto Reservoir, County of Stanislaus, California – Mr. Dorn prepared sanitary sewer management plans (SSMP) for the sewer collection systems at the county parks located at Woodward Reservoir and Modesto Reservoir. The work included review of the existing sewer system and preparation of the SSMP for adoption by the County Board of Supervisors. The work also included the evaluation of an existing sanitary sewer lift station.

Wastewater Treatment & Disposal Facilities, Pixley Public Utility District, Pixley, California, Engineering Technician – The existing facilities were constructed in 1949 and remained in operation during construction of the new facilities. Design of the project was completed in 2007. Provost & Pritchard served as the resident engineer and reviewed the construction. Mr. Dorn assisted in the preparation of the operation and maintenance manual for the facilities. Before construction, flows at the treatment facilities were approximately 300,000 gallons per day. The new design accommodates 500,000 gallons per day. The design included a new influent lift station, new headworks, activated sludge treatment with nitrogen reduction, aerobic sludge digester, blower building, sludge drying beds, a new disposal pond, a new building to house the electrical facilities and an office, abandonment of existing facilities, and demolition of some existing facilities. The project included reclamation of adjacent property with treated effluent.

New Water Well, Pioneer Union Elementary School District, Kings County, California, Engineering Technician – This project involved design and construction oversight of pilot hole with zone sampling and subsequent construction of production well and distribution system. He prepared plans and specifications for the new well, storage tank, and distribution system. The project also included the preparation of an engineering report for Safe Drinking Water State Revolving Fund grant application for the development of the new potable water well.

Master Planning, Hazel Green Ranch Development, Sasaki Associates, Yosemite National Park, California, Engineering Technician – Mr. Dorn provided assistance to Sasaki Associates for master planning a proposed tourist development near Yosemite National Park. He coordinated water supply and wastewater supply/treatment and disposal investigations.

Wastewater Treatment Plant Upgrade and Expansion, Caruthers Community Services District, Fresno County, California, Design Engineer – The project included preparation of a preliminary engineering report, design, construction management, and preparation of an operation and maintenance manual for a wastewater treatment and disposal facility. The project expanded the facilities to a capacity of 0.28 MGD. This project included a new lift station, sewer piping, headworks,

treatment facility (Biolac) (nitrogen reduction), sludge handling, and disposal. The project also included new waste discharge requirements. (2010)

**OLAM Wash Water Pipeline, Kings County, California, Project Engineer** – Mr. Dorn designed improvements and prepared plans and specifications to construct approximately 2.6 miles of 18-inch PVC pipeline for OLAM Tomato Processors, Inc. The project included hydraulic modeling of the proposed pipeline and directional drilling HDPE pipe underneath Laurel Avenue and four canals. The wash water from the pipeline will be used to irrigate farm land owned by Westlake Farms. Success of the project was due to active coordination with Kings County, the Kings River Conservation District and Westlake Farms.

**GAC Well 36, City of Fresno, California, Project Engineer** – Mr. Dorn provided design engineering services for the installation of new granular activated carbon (GAC) vessels to treat water produced by the Pump Station 36 in the City of Fresno. The GAC was required due to contamination of the groundwater by a separate responsible party, who is financing the project. The vessels were constructed on property east of the existing well. The project includes a large diameter pipeline installation between the existing well and the vessel site. The pipeline crosses an existing railroad spur, which means the pipe was installed by jack and bore for that portion of pipe. The design phase included preparation of CEQA documentation, the preparation of a conditional use permit, a schematic design, design surveys, and the preparation of construction documents. The project team also assisted with the bidding process and construction phase, including review of submittals and addressing requests for information (RFI). Plan approvals required coordination with Union Pacific Railroad and the Fresno Metropolitan Flood Control District.

**Sierra Lakes Water System Treatment, Hillview Water Company, Oakhurst, California, Project Engineer** – Mr. Dorn is currently involved in the preparation of plans and specifications for a raw water pipeline from Well No. 7 to Well No. 5 and a uranium treatment plant for Well No. 7, a uranium treatment plant for Well No. 4 at an existing tank site, and a system treatment plant for iron, manganese and arsenic at the Sierra Lakes existing tank site. The project is being funded through California Department of Public Health's Proposition 84 feasibility study grant.

**Forest Ridge Water System Improvements, Hillview Water Company, Oakhurst, California, Project Engineer** – Mr. Dorn is currently involved in the preparation of plans and specifications for three new well sites, and a 1,700-foot-long raw water pipeline including access road in rolling, brush covered terrain near Oakhurst. The pipeline will connect to an existing well site that will also be improved to include new storage tanks and treatment. The project is being funded through California Department of Public Health's Proposition 50 grant.

**Well No. 2, Armona Community Services District, Armona, California, Project Engineer** – Mr. Dorn is currently involved in the preparation of plans and specifications for a test well for a new drinking water well that will replace Well No. 2. Well No. 2 exceeds the maximum contaminant level for arsenic. The purpose of the project is to provide safe drinking water to the community within U.S. Environmental Protection Agency standards. The project is being funded through California Department of Public Health's Safe Drinking Water State Revolving Fund. Mr. Dorn was also involved in the preparation of the application for funding for the project, which included a technical report and environmental documents. The technical report compared alternatives for arsenic treatment and arsenic avoidance.

# Kirk Koester, PE

## Associate Engineer

### Education

- ✓ M.S., Civil/Environmental Engineering, Colorado State University, Fort Collins, Colorado
- ✓ B.S., Civil Engineering University of Nevada, Reno

### Registration/Certifications

- ✓ Civil Engineer, California #88513
- ✓ Civil Engineer, Colorado #50064
- ✓ 40-Hour HAZWOPER

### Areas of Expertise

- ✓ Water System Updates
- ✓ Wastewater System Upgrades
- ✓ Trenchless Infrastructure Design
- ✓ Construction Oversight
- ✓ Technical Report Writing
- ✓ Hydraulic Modeling
- ✓ Geotechnical Investigations
- ✓ Water/Irrigation District Engineering
- ✓ Conservation/Natural Resources Engineering



## Professional Summary

Kirk Koester is an Associate Engineer with Provost & Pritchard who has nearly 10 years of experience in civil design, construction oversight, geotechnical investigation, stormwater, water, and wastewater permitting and regulations. He has been responsible for various civil infrastructure, hydraulic modeling, and wastewater design projects. Mr. Koester has proficient technical writing skills which compliment his regulatory permitting background. He has also worked closely with multiple municipalities and agencies including City of Chico, City of Lincoln, Town of Paradise, Butte County, Sutter County, and CalTrans. Additionally, he has been an integral part of the design teams who were the On-Call Design Engineer for the City of Fort Collins and the Town Engineer for the Town of Wellington, both in northern Colorado.

Representative projects include CalTrans water and wastewater system upgrades, multiple trenchless infrastructure design projects, several construction oversight and inspection projects of underground utilities, construction oversight and technical report writing for a dewatering trench cutoff wall, various geotechnical investigations and reports, and various technical stormwater, water, and wastewater permits and reports.

## Relevant Experience

**Active Transportation Program Grant Funding, City of Corning, California, Project Manager** – Mr. Koester served as the Associate Engineer/Project Manager for the Cycle 4 Active Transportation Program (ATP) for the development of two grant applications on the behalf of the City of Corning for two Safe Routes to Schools projects. To increase pedestrian accessibility and safety each school required curb, gutter, sidewalk, and crosswalk improvements. Combined grant funding awarded to the City was approximately \$2.4M for the environmental documents, design, right-of-way, and construction phases.

**Ponderosa Elementary SR2S Project, Town of Paradise, California, Project Manager** – Mr. Koester served as the Assistant Engineer/Project Manager for the alternatives analysis, preliminary plan preparation, specifications, and estimate. This project consisted of a Class I bike lane from Bille Road to Wagstaff Road with storm drainage improvements, driveway conforms, utility coordination, and retaining wall design.

**Fortna Bridge Road Replacement, County of Sutter, California, Assistant Project Manager** – Mr. Koester served as the Associate Engineer/Assistant Project Manager in the data collection and hydraulic modeling (using HEC-RAS) for the replacement of a structurally deficient bridge with a precast concrete arch span. The additional scope of work included roadway design, utility relocation coordination, specifications, and estimate for the bridge approaches. Although not funded by Caltrans the project followed Caltrans standards since it was part of the Bridge Investment Credit, part of the Highway Bridge Program.

**Bruce Road Reconstruction, City of Chico, California, Project Manager** – Mr. Koester served as the Associate Engineer/Project Manager in the data collection, hydraulic modeling (using HEC-RAS) [for the replacement of a structurally deficient bridge], and roadway design for an approximately 11,000 LF rehabilitation with an improved five (5) lane (and Class I bike path) roadway corridor of an existing major arterial road all meeting Caltrans highway design manual standards. The bridge design and model followed strict Caltrans and City of Chico design guidelines.

**Tehama Street Rehabilitation & Road Improvement Project, City of Orland, California, Project Manager** – Mr. Koester served as the Associate

Engineer/Project Manager in the data collection, alternatives analysis, utility coordination, design and plan development, technical specifications, and engineer's estimate for approximately 4,000 LF of improvements. This project involved multiple roadway rehabilitation techniques, improvements to pedestrian crossings to meet ADA requirements, new intersection bulb-outs, complete sidewalk connectivity, storm drainage improvements, and phased construction based on funding availability.

[Pearson Road Connectivity Project, Town of Paradise, California, Assistant Engineer](#) – This project was Caltrans funded and part of the Active Transportation Program. Assistant Engineer responsible for the design of bike lanes, sidewalks, frontage improvements, drainage improvements, and soil nail retaining wall design along a mountainous arterial roadway. Project specifications and estimates followed Caltrans standards.

[Closed Lincoln Landfill, City of Lincoln, California, Resident Engineer](#) – Mr. Koester served as the Resident Engineer for the installation of perimeter cutoff dewatering trench, wells, pumps, controls, site grading, on-site and off-site pressure sanitary sewer line installation part of the RWQCB Cleanup and Abatement Order issued to the City of Lincoln at the original landfill. Dewatering trenches ranged in depth from 20'-50' with approximately 2,000 LF of trench installed. Additionally approximately 2,000 and 900 LF of on-site and off-site, respectively, pressure sanitary sewer line. Handled the startup, troubleshooting, and maintenance of remote telemetry for the groundwater wells. As the Resident Engineer also wrote the final technical report for approval by the RWQCB to meet the requirements of the Cleanup and Abatement Order. This project earned the 2016 *Project of the Year Award for Environmental Engineering Services from the Sacramento Chapter of the American Public Works Association (APWA)* and saved the City of Lincoln approximately \$12 million.

[Palomino Acres Drainage Study, County of Sutter, California, Project Manager](#) – Mr. Koester served as the Associate Engineer/Project Manager in the data collection, hydraulic modelling, design and plan development, technical specifications, and engineer's estimate for the Palomino Acres Units 1 and 2 development (approximately 53 acres). Project responsibilities included alternatives analysis with the County, utility coordination, and vendor coordination for lift station design. The designed system included approximately 3,600 LF of storm drain pipe ranging in size from 12" to 30", 70 LF of 10" force main piping, 8,000 gallon equalization basin, and fiberglass lift station.

[Notre Dame Blvd Bridge, MP Northfork, LLC, Chico, California, Associate Engineer](#) – Mr. Koester served as the Associate Engineer in the hydraulic modelling and technical report preparation for a proposed three-lane bridge structure over Little Chico Creek.

[Gaviota SRRRA Wastewater System Improvements, Caltrans, Santa Barbara County, Project Engineer](#) – Mr. Koester served as the Project Engineer for the design of two new grinder lift stations, the design of two new sewer force mains that will cross Hwy 101 to convey septic tank effluent to a remote location for dispersal in a new leach field. The project will incorporate an electrical system service for the pressure dosed leach field system. The project will also incorporate the use of web-based SCADA system for the control and monitoring of both the wastewater and water systems.

[Collier Tunnel SRRRA Project, Caltrans, Del Norte County, California, Project Engineer](#) – Mr. Koester served as the Project Engineer for the design of a wastewater treatment system serving the SRRRA. This design includes: a grinder lift station, urine diversion system, textile filter treatment system. And drip dispersal. The project incorporates an electrical system upgrade bringing 3-phase power to the site, backup generator integration and web-based SCADA system for the control and monitoring of both the wastewater and water systems.

[Caltrans Wastewater Treatment Pond and Disposal Plans and Sampling, Various Locations, Project Engineer](#) – Mr. Koester served as the Project Engineer and Sampling Team Lead for the development of wastewater treatment pond sludge disposal plans to be used in the rehabilitation plans for ponds at Coalinga, and Maxwell SRRAs. Part of this work included sampling the ponds for sludge depth and constituents to determine viable disposal options of the sludge in accordance with CFR Part 503 and Title 22 and 23 of California Code of Regulations.

[Fitzsimmons-Peoria Stormwater Outfall Project, City of Aurora, Colorado, Staff Engineer](#) – Mr. Koester was a Staff Engineer responsible for the design of approximately 13,000 lineal feet of 48" up to 102" storm sewer through multiple highly congested, traffic and existing utilities, arterials in Aurora. Additionally, several alternatives were analyzed for feasibility and constructability prior to the preliminary alignment being selected. As the Staff Engineer, these responsibilities included field reconnaissance and data gathering, designing the various alternatives, preparing exhibits, creating the construction phasing and traffic control plans, participating in progress meetings, drafting sections of the preliminary design report, and contributing to the final internal stakeholder meeting which summarized the project team's design and conclusions.

[South College Waterline Improvements, City of Fort Collins, Colorado, Staff Engineer](#) – Mr. Koester was a Staff Engineer responsible for the design of approximately 2,230 lineal feet of 8" waterline by horizontal directional drilling, pipe bursting 2,630 lineal feet of existing waterline from 4" to 8", and pipe bursting 490 lineal feet of existing sanitary sewer from 8" to 12".

Mountain Ave Waterline Improvements, City of Fort Collins, Colorado, Staff Engineer – Mr. Koester was a Staff Engineer responsible for the design of 1,630 lineal feet of 6" waterline by horizontal directional drilling, pipe bursting 1,630 lineal feet of existing waterline from 4" to 6", and 320 lineal feet of 8" waterline by open cut methods.

University of Northern Colorado Non-Potable Mainline Repair, Greeley, Colorado, Project Role – As requested by the University an alternatives analysis study was conducted to determine a feasible method of replacement or rehabilitation of the existing irrigation line. From the study it was determined Cured In Placed Pipe (CIPP) was the preferred alternative compared to Sliplining and open-cut methods. As the Project Engineer, approximately 4,000 lineal feet of pipe were reviewed and approximately 2,800 lineal feet required improvement or replacement. As Project Engineer design for the CIPP liner was provided with different segment thicknesses depending on the amount of cover provided. Additional services included providing an Engineer's Opinion of Probable Cost, construction specifications, and construction management services for the project.

North Shields Street Sanitary Sewer Extension, City of Fort Collins, Colorado, Staff Engineer – Mr. Koester was a Staff Engineer responsible for the design of approximately 6,600 lineal feet of 21" and 1,700 lineal feet of 8" sanitary sewer in north Fort Collins to bring residents onto the City's sewer system. Additional services included master planning the sewer system beyond the project extents so the sewer would be sized and located to handle future growth and development in the area.

Sanitary Sewer Rehabilitation Program, City of Aurora, Colorado, Staff Engineer – Mr. Koester was a Staff Engineer responsible for data management, CCTV review, and rehabilitation recommends for the City's existing sanitary sewer system. Recommendations were based on allocated CIP budget, condition, location relative to other lines requiring rehabilitation, and included a multi-year outlook for repair.

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## ERIK W. HELGESON

### Senior Project Manager



Erik Helgeson an assistant vice president of Bartle Wells and Associates. His areas of expertise include the development of financial plans, ratemaking, and policy solutions for water, stormwater and wastewater utilities. He has eleven years of utility finance experience as a finance analyst at Denver Water and now as a utility rate consultant. Erik has extensive expertise in working with executive level staff and assisting in strategic decisions. He serves on the American Water Works Association (AWWA) Rates and Charges Committee and has presented at the Utility Management Conference.

### Education

M.B.A., Entrepreneurship – University of Colorado, Denver

B.A., Business Administration – Gonzaga University

### Representative Projects

- City of Modesto, CA: Analytical support for water and wastewater financial plans and rate studies
- Modesto Irrigation District: Designed an allocation methodology between the district's domestic water, irrigation, and electric enterprises.
- City of Placerville, CA: Analytical support for water financial plans and rate studies.
- Big Bear City CSD, CA: Water, sewer and solid waste cost-of-service rate studies
- Pico Water District, CA: Water financial plan and cost-of-service rate study
- City of Hemet, CA: Water budget rate design and cost of service study
- City of Vacaville, CA: Water and wastewater capacity fee studies
- Union Sanitary District, CA: Wastewater capacity fee study
- San Luis Water District, CA: Prop. 218 Assessment Election
- City of Imperial, CA: Lead consultant providing water and wastewater financial plans and rate studies
- Madera County, CA: Lead consultant providing rate studies for twenty-three of the county's water and sewer special service districts
- San Miguel Community Services District, CA: Lead consultant providing water and wastewater financial plans and rate studies. The District was nearing insolvency and large rate increases were needed to save the District.
- Alameda County, CA Reviewed proposed wheeling charges on behalf of the local agency partners working on the Los Vaqueros Dam expansion project.
- King City, CA: Wastewater financial plan and rate study
- Castle Pines North Metropolitan District, CO: Lead consultant providing annual water and wastewater financial plans and rate study updates
- Arapahoe Parks and Recreation District, CO: Reviewed water rates for fairness
- Las Gallinas Valley Sanitary District, CA: Support for annual budget process
- Leland Meadows CSD, CA: Project manager for water and sewer rate studies



- City of Willits, CA: Lead consultant providing water and wastewater financial plans and rate studies
- The Cities of Pinole and Hercules, CA: Assisted the cities with the co-financing of a wastewater project with SRF loans. This included the design of the payment and reimbursement process, the administration of the process, and navigating the State requirements.
- Humboldt Bay Municipal Water District, CA: Lead consultant providing 10-year financial plan update
- Marin Municipal Water District, Marin, CA: Analyst supporting the financial plan and rate study update in 2016.
- Carlsbad, CA: Played a key role in completing the 2016 water cost of service study. Created a supply-based cost allocation and supply layered, tiered, water rate design
- Sacramento County Water Authority, Sacramento, CA: Lead analyst supporting water financial plan and rate study

### Public Utility Experience

Denver Water, Denver, CO:

*Senior Finance Analyst*- Assisted with the annual cost of service study and financial plan, provided regular revenue reports, and oversaw the gathering and reporting of metrics to support Denver Water's organizational improvement initiatives. As the lead analyst on the initiative to change the rate design he facilitated research (customer survey and affordability study), performed rate design analysis, and assisted with stakeholder outreach (municipalities, customers, business representatives, non-profits, and Denver Water executives and Board) which led to the adoption of new rate structures. He coordinated the implementation efforts between various business units to ensure a successful rollout of the new rates and rate structures.

### Professional Memberships

American Water Works Association – Member of Rates and Charges Committee

### Certifications

MSRB-Registered Municipal Advisor (Series 50)

**PROVOST & PRITCHARD CONSULTING GROUP**  
**STANDARD FEE SCHEDULE**  
 Effective 1/1/2021  
 (hourly rates)

This schedule supersedes previously published fee schedules as of the effective date  
*Multi-year contracts are subject to any subsequent changes in these rates*

	<u>Fee</u>
<b><u>ENGINEERING STAFF:</u></b>	
Assistant Engineer	\$ 95.00 - \$120.00
Associate Engineer	\$110.00 - \$142.00
Senior Engineer	\$150.00 - \$182.00
Principal Engineer	\$190.00 - \$230.00
Associate Structural Engineer	\$130.00 - \$145.00
Senior Structural Engineer	\$140.00 - \$170.00
Principal Structural Engineer	\$180.00 - \$230.00
<b><u>SPECIALISTS:</u></b>	
Associate Biologist	\$ 95.00 - \$115.00
Senior Biologist	\$120.00 - \$150.00
Assistant Environmental Specialist	\$ 90.00 - \$120.00
Associate Environmental Specialist	\$126.00 - \$155.00
Senior Environmental Specialist	\$155.00 - \$185.00
Principal Environmental Specialist	\$195.00 - \$225.00
Assistant GIS Specialist	\$ 75.00 - \$ 93.00
Associate GIS Specialist	\$100.00 - \$120.00
Senior GIS Specialist	\$125.00 - \$165.00
Assistant Geologist/Hydrogeologist	\$ 95.00 - \$110.00
Associate Geologist/Hydrogeologist	\$120.00 - \$145.00
Senior Geologist/Hydrogeologist	\$155.00 - \$185.00
Associate Water Resources Specialist	\$100.00 - \$125.00
Senior Water Resources Specialist	\$127.00 - \$155.00
<b><u>PLANNING STAFF:</u></b>	
Assistant Planner	\$ 80.00 - \$100.00
Associate Planner	\$105.00 - \$130.00
Senior Planner	\$140.00 - \$168.00
Principal Planner	\$173.00 - \$196.00
<b><u>TECHNICAL STAFF:</u></b>	
Assistant Technician	\$ 75.00 - \$ 97.00
Associate Technician	\$102.00 - \$125.00
Assistant Structural Technician	\$ 75.00 - \$ 85.00
Associate Structural Technician	\$136.00
Senior Technician	\$130.00 - \$150.00
<b><u>CONSTRUCTION SERVICES:</u></b>	
Associate Construction Manager	\$120.00 - \$140.00
Senior Construction Manager	\$145.00 - \$167.00
Principal Construction Manager	\$175.00 - \$205.00
Construction Manager <sup>(1) (2)</sup>	\$147.00 - \$172.00
Construction Inspector Prevailing Wage <sup>(1) (2)</sup>	\$187.00 - \$218.00
<b><u>SUPPORT STAFF:</u></b>	
Administrative Assistant	\$ 70.00 - \$ 90.00
Project Administrator	\$ 78.00 - \$ 98.00
Project Manager	\$130.00 - \$200.00
Intern	\$ 65.00
<b><u>SURVEYING SERVICES:</u></b>	
Assistant Surveyor	\$ 95.00 - \$115.00
Licensed Surveyor	\$140.00 - \$170.00
	<u>Prev. Wage <sup>(1)</sup></u>
1 Man Survey Crew	\$175.00 \$200.00
2 Man Survey Crew	\$245.00 \$285.00
2 Man Survey Crew including LS	\$280.00 \$295.00
UAV (Drone) Services	\$210.00
(Field Work not including survey equipment billed at individual standard rate plus vehicle as appropriate)	

**EXPERT WITNESS:** As quoted.

**TRAVEL TIME (for greater than 1 hour from employee's base office):** \$80/hr (unless the individual's rate is less)

**PROJECT COSTS:**

Mileage	IRS value + 15%
Outside Consultants	Cost + 15%
Direct Costs	Cost + 15%

(1) Prevailing wage rates shown for San Joaquin, Stanislaus, Merced, Madera, Fresno, Tulare, Kings and Kern Counties, other counties as quoted.  
 (2) For construction services prevailing wage will be calculated at 125% of the standard prevailing wage rate.



**BARTLE WELLS ASSOCIATES**  
**BILLING RATE SCHEDULE 2021**  
Rates Effective 1/1/2021

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**Professional Services**

Financial Analyst I .....	\$110 per hour
Financial Analyst II .....	\$135 per hour
Consultant .....	\$165 per hour
Senior Consultant.....	\$195 per hour
Senior Project Manager .....	\$225 per hour
Principal Consultant .....	\$265 per hour

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The hourly rates for professional services include all overhead and indirect expenses. Bartle Wells Associates does not charge for administrative support services. Expert witness, legal testimony, or other special limited assignments will be billed at one and one-half times the consultant's hourly rate.

The above rates will be in effect through December 31, 2021 at which time they will be subject to change.

**Direct Expenses**

Subconsultants will be billed at cost plus ten percent. Word processing and computer-assisted services related to official statement production are charged as direct expenses at \$75 per hour. Other reimbursable direct expenses incurred on behalf of the agency will be billed at cost plus ten percent. These reimbursable costs include, but are not limited to:

- Travel, meals, lodging
- Printing and photocopying
- Special statistical analysis
- Outside computer services
- Bond ratings
- Automobile mileage
- Messenger services and mailing costs
- Graphic design and photography
- Special legal services
- Legal advertisements

**Insurance**

Bartle Wells Associates maintains insurance in the amounts and coverage as provided in the attached schedule of insurance. Additional or special insurance, licensing, or permit requirements beyond what is shown on the schedule of insurance are billed in addition to the contract amount.

**Payment**

Fees are typically billed monthly for the preceding month and will be payable within 30 days of the date of the invoice. A late charge of 1.0 percent per month may be applied to balances unpaid after 60 days.



# STAFF REPORT

TO: Lindsay City Council  
 FROM: Michael Camarena, Director of City Services and Planning  
 ITEM: 6.8  
 DATE: October 13, 2020

## Financial Analysis Task Order Approval

ACTION Approval of Financial Analysis Task Order to Provost & Pritchard Consulting Group

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

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

## Recommendation

Staff respectfully recommends Approval of Financial Analysis Task Order to Provost & Pritchard Consulting Group.

## Background | Analysis

In June 2015 a water rate study was conducted by Provost & Pritchard and subconsultant Bartle Wells Associates (Independent Public Finance Consultants). The study analyzed capital and operating costs associated with our water utility and recommended rates and charges for recovery of costs associated with water service provided by the City.

In 2019, city staff updated this financial analysis as well as expanded the scope of report to include sewer utility capital and operational costs for the same purpose of recommending rates and charges for the next 5 years.



## STAFF REPORT

The task order presented allows Provost & Pritchard to review the updated water and sewer utility recommended rates and charges for recovery of costs associated with providing the respective utility services.

The purpose of this task order is to follow generally accepted rate design criteria and adhere to requirements of Proposition 218 when pursuing public utility rate changes.

### Alternatives

- Approval of the Task Order and Authorize the Mayor to execute Task Order
- Do not approve Task Order as recommended and provide direction to staff

### Benefit To Or Impact On City Resources

Provides updated review of costs to provide water utility services and reviews proposed cost to provide sewer utility service to City accounts.

### Environmental Review

- Not required by CEQA  
 If required by CEQA:

### Policy Issues

- No policy issues  
 Policy issues:

### Public Outreach

- Posted in this agenda  
 Additional public outreach:

### Attachments

1. Attachment A, Task Order Approval Form

**ATTACHMENT A  
TASK ORDER APPROVAL FORM**

CONSULTANT:   **PROVOST & PRITCHARD CONSULTING GROUP**  

MASTER ENGINEERING AGREEMENT DATE:   **JANUARY 4, 2019**  

TASK ORDER: **Financial Analysis of Water and Sewer Rates and Reports**

The Master Engineering Agreement (AGREEMENT) for PROVOST & PRITCHARD CONSULTING GROUP, a copy of which is referenced hereto and incorporated herein by this reference and shall identify requirements for entering into this Task Order Agreement.

CONSULTANT agrees to perform the services described in attached Scope of Services for consulting services to prepare Financial Analysis of Water and Sewer Rates and Reports with fee as identified in proposal document.

Unless otherwise modified by City in an approved subsequent Task Order Approval Form, all fees listed above are a not to exceed figure. If a subsequent approved subsequent Task Order Approval is granted, all charges shall be consistent with the Compensation/Fee Rate Schedule which is referenced as Exhibit A and incorporated herein by this reference.

Performance of this Task Order shall be subject to the terms and conditions contained in AGREEMENT.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**CITY OF LINDSAY**

By: \_\_\_\_\_  
Mayor

**CONSULTANT**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name and Title

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

## SCOPE OF SERVICES

City of Lindsay

Financial Analysis of Water and Sewer Rates and Reports

### Phase 01 – Water and Sewer Rates - \$28,000

Prepare spreadsheets incorporating data provide by the City to propose new monthly water and sewer rates for the next five years. Our scope does not include a review of the City's existing connection fees for new connections to the City's water and sewer system. We will also prepare a technical memorandum (TM) to explain the options we considered for the monthly rates and summarize the recommended option.

### Phase 02 – Water and Sewer Rate Study Reports - \$11,000

Prepare separate water and sewer rate study reports. These reports are an integral part of the City's documentation of required rate increases through the Proposition 218 process as required by the State. The reports will follow the format used in the 2015 water rate study and will summarize the information developed in Phase 01.



## STAFF REPORT

TO: Lindsay City Council  
FROM: Lisa Davis, Recreation Services Director  
DEPARTMENT: Wellness/Aquatic/Recreation  
ITEM NO.: 12.3  
MEETING DATE: November 9, 2021

### **ACTION & RECOMMENDATION**

Consider the Minute Order Authorization for the City Manager to Execute Agreement with Southern California Regional Energy Network (SoCalREN) to Submit Project Application to California Public Utilities Commission and Execute Any Documents Thereto.

### **BACKGROUND | ANALYSIS**

The City of Lindsay first enrolled with SoCalREN in 2020 to take advantage of the no-cost technical, financial, and project management services available to help the City of Lindsay move energy efficiency projects from conception to completion. After a site visit of the Lindsay Wellness Center was conducted, SoCalREN discovered the facility is currently running 19.7% less efficient than the median national GHG Emissions level. On the site visit, six (6) energy efficiency measures were identified:

1. Pool Pump VFD
2. Interior Lighting Retrofits
3. Exterior Lighting Retrofits
4. Package Unit Replacement
5. Advanced Wifi Thermostat
6. Vending Miser

SoCalREN will assist the City of Lindsay with completing identified energy efficiency projects in an expedited manner, with an anticipated construction start date of February 2022. SoCalREN Project Manager will work with the City of Lindsay to develop scope of work and procurement documentation to expedite proposed project activities timeline dates.

Benefits of this project include improving safety and reliability, increasing occupant comfort, reducing maintenance costs, hedging against increasing utility costs, and reducing greenhouse gas emissions by 70 metric tons annually, which equates to taking 15 cars off the road





## **STAFF REPORT**

### **FISCAL IMPACT**

Estimated Gross Project Cost is \$323,881.

The Lindsay Local Hospital District approved additional funding of \$323,881 at their October 19, 2021, Monthly Board Meeting for funding Capital Outlay projects at the Lindsay Wellness Center as identified:

1. Pool Pump VFD
2. Interior Lighting Retrofits
3. Exterior Lighting Retrofits
4. Package Unit Replacement
5. Advanced Wifi Thermostat
6. Vending Miser

The measures will save the City of Lindsay about 93,721 kWh/year, which is about 28% of annual usage, estimated savings per month of \$2,312 and \$27,741 per year to the Lindsay Wellness Center Fund 400.

### **ATTACHMENTS**

- SoCalREN Project Proposal
- Draft Project Application
- Lindsay Wellness Center Facility Retrofit Project Powerpoint
- October 19, 2021 Lindsay Local Hospital District Minutes

## Project Summary

The City of Lindsay first enrolled with SoCalREN in 2020 to take advantage of the no-cost services available to help the agency move energy efficiency projects from conception to completion. After a site visit of the Lindsay Wellness Center was conducted, SoCalREN discovered the facility is currently running 19.7% less efficient than the national GHG Emissions level median (Appendix A). On the site visit, six energy efficiency measures were identified: Pool Pump VFD, Interior Lighting Retrofits, Exterior Lighting Retrofits, Package Unit Replacement, Advanced Wifi Thermostat, and Vending Miser. The following proposal outlines the estimated cost associated with the six measures.



Benefits of this project include improving safety and reliability, increasing occupant comfort, reducing maintenance costs, hedging against increasing utility costs, and reducing greenhouse gas emissions by 70 metric tons annually, which equates to taking 15 cars off the road.

<b>Estimated Savings</b> \$2,312 per month \$27,741 per year	<b>Estimated Net Savings (NPV)</b> \$2,699 over project lifetime	<b>Simple Payback Period</b> 11.97 Years
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Monthly and annual savings include energy and maintenance cost savings

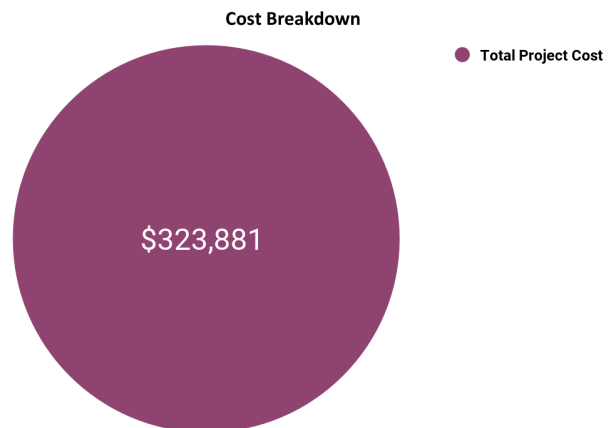
## Project Financials

Gross Project Cost
\$323,881

Additional costs, such as construction management or staff time, are not included in this table. Incentive reimbursements are not received until after the project has been completed and approved by the Utilities.

Project Financial Metrics	
Net Present Value (NPV) - Cash Only	\$2,699
Simple Payback Period (SPP)	11.97
Return on Investment (ROI)	0.01

Financial metrics definitions can be found in Appendix B.



Up-front capital requirements are often the greatest obstacle in pursuing energy efficiency retrofit projects. There will be an out-of-pocket cost of \$323,881.

## Cash Flow Analysis

The SoCalREN provides expert guidance identifying financing opportunities available for public agencies and applying and securing them for eligible agencies. In the case that RSF is not available to the City of Lindsay, please use this cash flow chart outlined below.

Year	Incentives & Financing	Est. Utility Savings	Est. Maintenance Savings	Total Cash Inflows	Est. RSF Loan Payment	Total Cash Outflows	Net Cash Flows
0	\$0			\$0	\$0	(\$323,881)	(\$323,881)
1	\$0	\$17,508	\$9,438	\$26,946	\$0	\$0	\$26,946
2	\$0	\$17,686	\$9,534	\$27,221	\$0	\$0	\$27,221
3		\$17,867	\$9,632	\$27,498	\$0	\$0	\$27,498
4		\$18,049	\$9,730	\$27,779	\$0	\$0	\$27,779
5		\$18,233	\$9,829	\$28,062	\$0	\$0	\$28,062
6		\$10,368	\$9,371	\$19,739	\$0	\$0	\$19,739
7		\$10,474	\$9,466	\$19,941	\$0	\$0	\$19,941
8		\$10,581	\$9,563	\$20,144	\$0	\$0	\$20,144
9		\$10,689	\$9,660	\$20,349	\$0	\$0	\$20,349
10		\$10,798	\$9,759	\$20,557	\$0	\$0	\$20,557
11		\$10,908	\$9,858	\$20,767	\$0	\$0	\$20,767
12		\$11,019	\$9,959	\$20,978	\$0	\$0	\$20,978
13		\$5,713	\$9,663	\$15,376	\$0	\$0	\$15,376
14		\$5,771	\$9,761	\$15,533	\$0	\$0	\$15,533
15		\$5,830	\$9,861	\$15,691	\$0	\$0	\$15,691
<b>Total</b>	<b>\$0</b>	<b>\$181,495</b>	<b>\$145,085</b>	<b>\$326,580</b>	<b>\$0</b>	<b>(\$323,881)</b>	<b>\$2,699</b>

\*\*all values are in Present Value

## Energy Savings Measures

The energy efficiency measures found at the Lindsay Wellness Center include a pool pump VFD, interior lighting retrofits, exterior lighting retrofits, a package unit replacement, an advanced Wifi thermostat, and a vending miser. The measures will save the City of Lindsay about 93,721 kWh/year, which is about 28% of annual usage.

Measure #	Energy Efficiency Measure	kWh Savings	kW Savings	Electricity Cost Savings (\$)	Therms Savings	Gas Cost Savings (\$)	Gross Project Cost (\$)
EEM 1	Pool Pump VFD	44,152	0	\$7,511	0	\$0	\$17,837
EEM 2	Interior Lighting Retrofits	25,714	1.7	\$4,851	-252	(\$241)	\$11,207
EEM 3	Exterior Lighting Retrofits	739	0.9	\$139	0	\$0	\$876
EEM 4	Package Unit Replacements	12,580	1.9	\$2,481	-190	(\$190)	\$282,955
EEM 5	Advanced Wifi Thermostats (Optimum Start/Stop)	10,158	0	\$1,728	1146	\$988	\$10,626
EEM 6	Vending Miser	378	0	\$64	0	\$0	\$380
	<b>TOTALS</b>	<b>93,721</b>	<b>4.5</b>	<b>\$16,774</b>	<b>704</b>	<b>\$557</b>	<b>\$323,881</b>

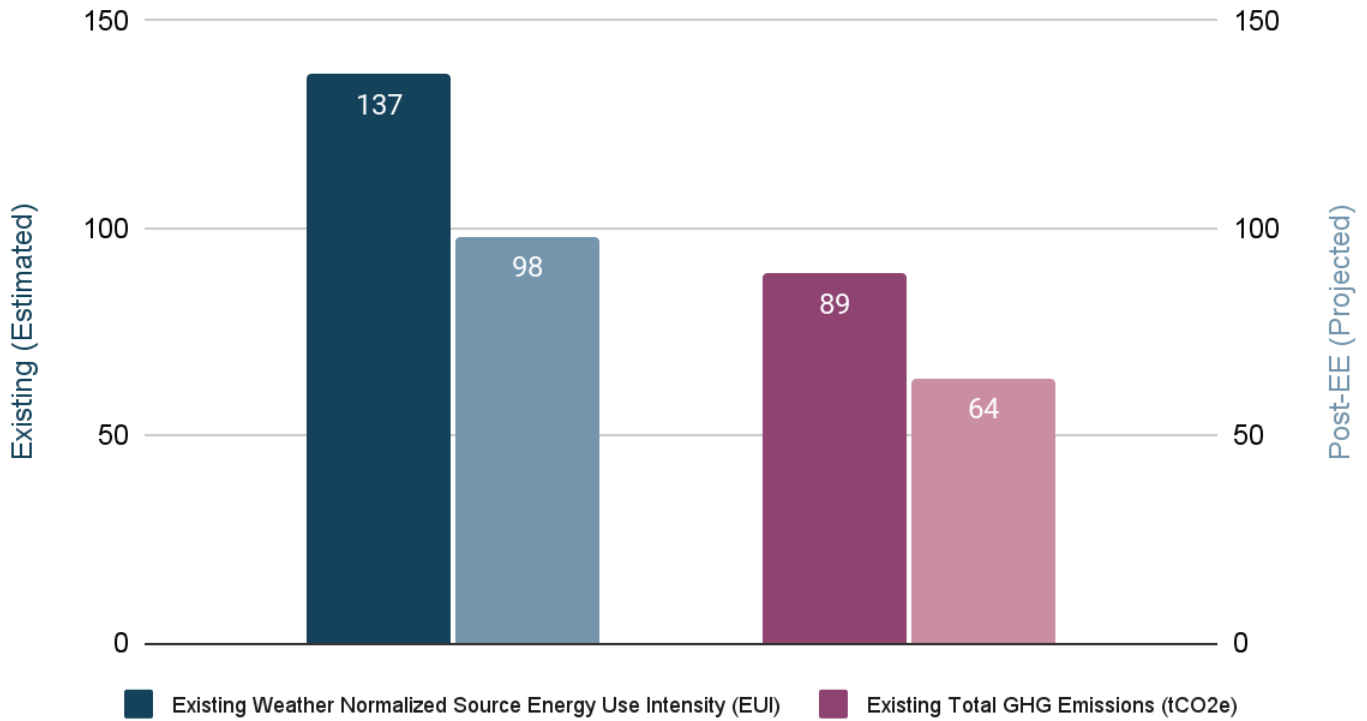
## Project Milestones and Activities

The Southern California Regional Energy Network (SoCalREN) will assist your agency with completing your energy efficiency projects in an expedited manner, with an anticipated construction start date of February 2022. Your Project Manager will work with you to refine these proposed dates and the project activities.

Milestone	Date
Project Proposal Approval	August, 2021
Project Commitment Form Signed	September, 2021
Scope of Work approval	January, 2022
Council/Board Approval Date	February, 2022
Construction Start Date	March, 2022

**Appendix A: Energy Star Portfolio Manager (ESPM) Facility Snapshot**

**Lindsay Wellness Center Energy Performance Analysis**



Metric	Existing (Estimated)	Post-EE (Projected)	Target
Weather Normalized Site Energy Use Intensity (EUI) kBtu/sq. ft.	137	98	< National Median (112)
Total GHG Emissions (Metric Tons CO2e)	89	64	< National Median (73)

Lindsay Wellness Center is currently 20.1% less efficient than the national median energy intensity for similar facilities.

Lindsay Wellness Center is currently 19.7% less efficient than the national median GHG Emissions level for similar facilities.

## Appendix B: Financial Metrics Definitions

**Gross Project Cost:** the total of all construction costs for each measure including direct labor, materials, equipment, the contractor’s adjustment factor and all task order processing fees.

**Net Present Value (NPV):** NPV takes into account the time value of money and indicates what a project’s lifetime cash flow is worth today. NPV is determined by taking the sum of the present value of all current and future cash flows, including purchase and installation costs, and future utility and maintenance savings.

**Reimbursable Costs:** Money returned by the utilities after the project has been installed with the Installation Report submitted and approved.

**Simple Payback Period (SPP):** the amount of time required to recover the initial costs of a project from its savings. A simple payback period ignores the time value of money and assumes that future savings occur in even amounts each year. For example, a \$1,000 investment that saves \$500 each year has a two-year simple payback period. A project is economically acceptable if the payback period is less than the length of the project life.

$$SPP = \text{Net Project Cost (\$)} / \text{Annual Savings (\$/yr)}$$

Financing Assumptions	
Discount Rate	2.95%
Utility Escalation Rate for 2021	4%
Utility Escalation Rate for 2022+	4%
Inflation Rate	4%
Maintenance Savings (% of Gross Project Cost)	3%
Project Lease Interest Rate	2.45%

*Project Lease Interest Rate: The interest rate used is an indicative rate and does not represent an offer from SoCalREN or its partners. Actual borrowing rate will be determined when a project and financing is approved and will take in to account each agencies credit profile, needs, and financing terms and structure.*

*Estimates of potential Investor-Owned Utility (IOU) incentives and On-Bill Financing funding values are based on the most up-to-date information available from the corresponding utility. Utilities reserve the right to change and/or terminate funding for Energy Efficiency projects based on evolving priorities as determined by California Public Utilities Commission directives. These changes can happen without notice. Furthermore, errors in submitted documentation, delays in project implementation, and lack of adherence to utility program requirements can all impact the final IOU Incentive and On-Bill Financing values and approvals.*

## Metered Savings Program Project Feasibility Study

### City of Lindsay - Lindsay Wellness Center Whole Building Energy Efficiency Project 860 North Sequoia, Lindsay, CA 93247

**Prepared by:**

Jake Anderson  
Project Manager, Southern California Regional Energy Network  
523 W 6th St #1110  
Los Angeles, CA 90014  
[janderson@energycoalition.org](mailto:janderson@energycoalition.org) | Phone: 949-732-1095

November 9, 2021

<b>Customer Name</b>	Joseph Tanner
<b>Position / Title</b>	City Manager, City of Lindsay
<b>Signature</b>	
<b>Date</b>	

*By signing this document, you acknowledge that you have read and reviewed the attached energy efficiency Project Feasibility Study that the County of Los Angeles/Southern California Regional Energy Network Public Agency Programs (SoCalREN) has prepared. Your signature does not bind you to completing or installing any of the measures described in this report.*

*City of Lindsay understands that this project may be selected for an in-depth technical review by the Commission Staff (CS) of the State of California Public Utilities Commission (CPUC). If selected, the CS reserves the right to review the project and all associated documentation to ensure the proposed energy savings are reasonable and correct. Any proposed changes to the project's energy savings or Energy Conservation Measures by CS must be implemented per the direction of the CS.*

*By signing above, you acknowledge that you understand that the energy savings described in this document are estimates only and are subject to change. SoCalREN is not liable if the projected estimated savings or project economics differ from actual energy savings and/or project economics because of variations in operating conditions, changes in project scope, changes to implementation based upon CS recommendations or Industry Standard Practice study findings, changes based upon technical review findings, or for any other reason. For Normalized Metered Energy Consumption projects, all non-routine events must be monitored and provided to SoCalREN as savings may be impacted.*



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DRAFT

## 1. Customer Information

CUSTOMER INFORMATION			
<b>Customer Name</b> City of Lindsay		<b>SCE Service Account No.</b> 31567504	
<b>Customer Contact</b> Joseph Tanner	<b>Title</b> City Manager		
<b>Customer Address</b> 251 E. Honolulu St.	<b>City</b> Lindsay	<b>State</b> CA	<b>Zip</b> 93247
<b>Telephone</b> (559) 562-7102 ext. 8010	<b>E-Mail</b> jtanner@lindsay.ca.us		

PROJECT INFORMATION			
<b>Project Name</b> Lindsay Wellness Center Whole Building			
<b>Project Site Address</b> 860 North Sequoia, Lindsay, CA 93247	<b>City</b> Lindsay	<b>State</b> CA	<b>Zip</b> 93247

PROGRAM CONTACTS		
<b>SoCalREN Implementation Manager</b> Lauren Seymour	<b>SoCalREN Project Manager</b> Jake Anderson	<b>Project Engineer</b> Stephen Reno
<b>Telephone</b> 949-732-1081	<b>Telephone</b> 949-732-1095	<b>Telephone</b> 949.351.5675
<b>E-Mail</b> lseymour@energycoalition.org	<b>E-Mail</b> janderson@energycoalition.org	<b>E-Mail</b> SReno@trccompanies.com

## 2. Executive Summary

This project is being submitted by Jake Anderson of The Energy Coalition on behalf of the City of Lindsay. It is the result of collaborative efforts between the Southern California Regional Energy Network Public Agency Program (SoCalREN) and the City of Lindsay. The City of Lindsay enrolled with SoCalREN in 2020 to take advantage of the no-cost services available to help the agency move energy efficiency projects from conception to completion. Based on the no-cost technical, financial, and project management services offered by SoCalREN, the City of Lindsay has chosen to move forward with this energy efficiency project.

Since the Lindsay Wellness Center is one of the City's largest energy users, the facility was targeted in hopes of finding opportunities for energy efficiency. Six measures were identified with energy-saving potential: Pool Pump VFD, Interior Lighting Retrofits, Exterior Lighting Retrofits, Package Unit Replacement, Advanced Wifi Thermostat, and Vending Miser. The following proposal outlines the estimated cost associated with the six measures. These measures are estimated to see a reduction of 93,721 kWh annually, equating to the City seeing an annual utility bill reduction of \$17,331. Additional benefits of this project include improving safety and reliability, increasing occupant comfort, reducing maintenance costs, hedging against increasing utility costs, and reducing greenhouse gas emissions by 70 metric tons annually, which equates to taking 15 cars off the road.

### 2.1 Project Summary

An audit performed in August 2020 identified the following energy efficiency upgrades, which are displayed in Table I below:

Energy Efficiency Measures
Pool Pump VFD
Interior Lighting Retrofits
Exterior Lighting Retrofits
Package Unit Replacement
Advanced Wifi Thermostats (Optimum Start/Stop)
Vending Miser

Table II showcases the financial metrics of the combined measures:

Site Name	Annual Electricity Savings (kWh/year)	Annual Utility Cost Savings (\$/year)	Gross Project Costs (\$)	Net Simple Payback Period
Lindsay Wellness Center	93,721	\$17,331	\$323,881	11.97 years

### Project Eligibility

- The customer does pay Pay Public Purpose Program (PPP) surcharges
- The customer does not participate in SCE Demand Response Programs at this site
- The customer does have cogeneration, renewable, or non-utility generation at this site
- The customer does not employ load shifting strategies
- This facility does not have seasonal off periods

## 2.2 Project Drivers

The City of Lindsay has been an enrolled agency since February 2020. After a Comparative Energy Analysis (CEA) was presented to the agency by SoCalREN in June 2020, the Lindsay Wellness Center was identified as the highest consuming facility (Attachment A: City of Lindsay CEA 6.18.20.pdf). With the City of Lindsay showing interest in exploring energy efficiency at the Wellness Center (Attachment B: Lindsay Wellness Center CEA Follow-up\_6.5.2020.pdf), TRC and SoCalREN conducted a site visit in August 2020. TRC identified initial measures at the facility and SoCalREN presented an Initial Measures List (IML) and an Agency Services Plan (ASP) in December of 2020. This presentation included preliminary savings, costs, and project pathway eligibility including standard IOU incentives, the SoCal Edison Performance-Based Retrofit Program, and SoCalREN's Metered Savings Program (Attachment E: Lindsay Wellness Center Initial Measures List 12.2.20.pdf, Attachment F: Lindsay Wellness Center SoCalREN Agency Services Plan.pdf). Later, an updated IML was presented to the agency in April 2021 with relevant project costs in preparation for a project budget request (Attachment I: Lindsay Wellness Center Initial Measures List 4.15.2021.pdf). The agency expressed a commitment to move forward with the SoCalREN's Metered Savings Program option after the implementation team presented all options and incentives.

The Lindsay Wellness Center was built in 2010. The existing equipment has not been updated or replaced since the initial installation.

The Lindsay Wellness Center does not have any pain points. The current equipment is highly inefficient not having the capability to adjust with demand time or facility closings, ultimately contributing to the high energy consumption at the Wellness Center (Attachment N: Final Audit Workbook).

Upon initial conversation with the City, Lindsay Wellness Center had no immediate plans to implement energy efficiency measures at their facilities. The City did introduce an Energy Action Plan (EAP) during a City Council meeting in February 2019, in which this project is supported. The City of Lindsay stated, "As identified in the EAP, the City has taken and will continue to pursue EE projects that will increase efficiencies in operations and reduce overall operational costs. Staff continues to identify projects and include qualified projects into the Capital Improvement Program," (Attachment J: City of Lindsay 02-12-2019 City Council Agenda.pdf).

During the site visit at the Lindsay Wellness Center in August of 2020, SoCalREN identified six energy efficiency measures. Later they presented to the City in December 2020 and then again in April 2021 the preliminary savings and project costs that were calculated which intrigued the City into wanting to pursue the energy efficiency opportunities. After the agency decided to pursue the suggested measures, SoCalREN developed an audit workbook showing estimated savings of 93,721kWh, which is 22% of the Wellness Center's annual usage (Attachment N: Final Audit Workbook).

With the updated IML presented to the agency in April (Attachment I: Lindsay Wellness Center Initial Measures List 4.15.2021.pdf) the City was granted funding for the project from the Lindsay Local Hospital District Board of Directors (Attachment K: Email\_Lindsay Wellness Center - Updated Project Cost & Details\_Budget Approval.pdf). SoCalREN developed a financial analysis to demonstrate the project feasibility through SoCalREN's Metered Savings Program (MSP). The analysis was presented in a Project Proposal in August 2021 and the City selected MSP as the City values the project management support that is only offered through the program (Attachment L: Lindsay Wellness Center Project Proposal Meeting Notes 8.18.21.pdf, Attachment M: The Energy Coalition Mail - Lindsay Wellness Center Project Proposal Meeting Minutes\_08.26.2021.pdf).

Michael Camarena (City Services Manager) and Lisa Davis (Wellness/Aquatics/Recreation Director) are key decision-makers for the project at the City of Lindsay. Michael Camarena helped develop the City's EAP and is a big proponent of energy efficiency at the City (Attachment J: City of Lindsay 02-12-2019 City Council Agenda.pdf).

The CEA features the Lindsay Wellness Center as the highest energy user of the City's facilities. It consumes over three times the amount of energy as the Fire and Police Department, which is the City's next highest energy user (Attachment A: City of Lindsay CEA 6.18.20.pdf). The six measures being pursued in the project are estimated to save 93,721 kWh annually, which is 22% of the Wellness Center's annual usage. These savings will contribute to utility and maintenance savings of \$17,050.22 annually, making the simple payback of this project 11.97 years (Attachment N: Final Audit Workbook).

### 3. Project Details

#### 3.1 Facility Description

Site Name	Site Climate Zone	Building Type	Project Area (sq. ft.)	Facility Operating Hours	Equipment Operating Hours	Annual Equipment Operating Hours (Hrs)	Year Built
Lindsay Wellness Center	13	Assembly	25,000	M-Th 5am-8pm F 5am-7pm Sat 7am-12pm	Interior Lighting: 5am-8pm (M-F). Exterior Lighting: 6am-9pm (M-F). HVAC: 4am-9pm (M-F). Fridge:24/7	TBD	2006

#### 3.2 Energy Use Summary

Site Name	Service Account Number	Customer Account Number	Current Rate	Meter Number	kWh Usage (Sum)	Maximum kW (Max)
City of Lindsay Wellness Center						

Lindsay Wellness Center	3-031-5675-04	2-30-468-3113	\$0.1582	259000-068943	328,946	94
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### 3.3 Facility Equipment Inventory

Facility Equipment Inventory	Qty.	Existing Equipment Electricity Usage (kWh/yr)	Existing System Installation Date (Year)	Equipment Operating Hours	Annual Equipment Operating Hours (Hrs)
TBD	TBD	TBD	TBD	TBD	TBD

## 4. Proposed Energy Efficient Measures (EEMs)

### 4.1 EEM 1 – Whole Building NMEC

#### Whole Building EEM 1:

The Whole Building measure identified is comprised of savings from the following upgrades:

- Pool Pump VFD
- Interior Lighting Retrofits
- Exterior Lighting Retrofits
- Package Unit Replacements
- Advanced Wifi Thermostats
- Vending Miser

Following the standard NMEC approach, the installation type for this measure is Early Retirement (ER).

#### Effective Useful Life (EUL/Remaining Useful Life (RUL) :

The calculated weighted EUL for this measure can be viewed in the CPUC EUL Calculator attachment.

Estimated Savings	
Electricity Savings [kWh]	93,721
Electric Peak Demand Savings [kW]	4.47
Effective Useful Life [EUL] (weighted) [Years]	9.4

**Energy Code/Industry Standard Practice Discussion:**

Pool Pump VFD

This measure does not trigger Title 24. The existing pump and motor are being kept. The variable speed drive (VFD) will maintain a minimum filtration turnover rate of 6 hours to maintain compliance with Title 24, Chapter 31B, Section 3124B.

Interior Lighting Retrofits

This measure is compliant with Title 24 Section 130.0 and 130.1. The proposed retrofit kits are Design Lights Consortium (DLC) listed as premium efficiency and perform beyond minimum code requirements and industry standard practice for efficacy. The lights serve a gymnasium space already controlled by Title 24 compliant lighting timers. The proposed Type-A LED tubes do not Trigger Title 24.

Exterior Lighting Upgrades

The exterior lighting upgrade proposes lamp-only replacements and therefore does not trigger Title 24 code. The proposed lamps are Design Lights Consortium (DLC) listed as premium efficiency and perform beyond industry standard practice for efficacy.

Package Unit Replacements

This measure is compliant with Title 24 requirements for AC unit efficiency - Table 110.2-A. The 15-ton units will exceed the Title 24 efficiency requirement of 11.0 EER. In addition, the proposed AC units will be equipped with dual-temperature economizers and variable speed supply fans.

Advanced Wifi Thermostats

This measure is compliant with Title 24 Section 110.2. The proposed wifi thermostats will be equipped with full setback capabilities. In addition, the thermostats will be equipped with advanced optimum start/stop controls.

Vending Miser

This measure does not trigger Title 24 or any existing energy codes.

**Existing Equipment/System Operation:**

The Lindsay Wellness Center was constructed in 2010 - all equipment being replaced or modified is original to the building's construction.

Pool Pump VFD

The Wellness Center contains a 320,400-gallon pool that is circulated using a 20-HP pump. The pump runs at 890 gallons per minute at a constant speed, using a motor with a rated efficiency of 91%. To maintain minimum filtration requirements, the pump runs 24/7.

The baseline system is detailed in the "Wellness Center Pool VFD" spreadsheet.

#### Interior Lighting Retrofits

The interior of the Wellness Center contains (18) 400W metal halide high bay fixtures serving its gymnasium space, and (7) 28W 2-lamp fluorescent T5 surface mounted fixtures serving its kitchen. The gymnasium lighting is controlled on a timer, and the kitchen is controlled via manual switch. The lighting operates from 5AM to 8PM Monday through Friday.

The baseline system is detailed in the “Lighting Calculations” spreadsheet.

#### Exterior Lighting Upgrades

The exterior of the Wellness Center contains (12) 100W halogen flood lamps and (2) 28W 3-lamp fluorescent T5 surface mounted fixtures. The fixtures operate on a clock, from 6AM to 9PM Monday through Friday.

The baseline system is detailed in the “Lighting Calculations” spreadsheet.

#### Package Unit Replacements

The Wellness Center is conditioned by four 15-ton gas-fired package units with efficiency values of 12 EER. The package units are 11 years old, and are equipped with constant speed supply fans and economizers controlled by outside air temperature.

The baseline system is modeled in the “eQuest Files” folder.

#### Advanced Wifi Thermostats

The Wellness Center HVAC system is controlled by a thermostat system with simple scheduling capabilities. The thermostats run the package units from 4AM to 9PM, Monday through Friday, with a heating setpoint of 68°F and a cooling setpoint of 70°F.

The baseline system is modeled in the “eQuest Files” folder.

#### Vending Miser

The entry lobby of the Wellness Center contains a single-door beverage refrigerator. The refrigerator currently runs 24/7, and is filled only with non-perishables.

The baseline system is included in the “Non-eQ Mech EEMs” tab of the “Mechanical Calculations” file, and is based on statewide workpaper SWAP-001.

#### **Proposed Equipment/System Operation:**

##### Pool Pump VFD

This measure will install a VFD on the 20-HP pump serving the pool. The VFD will allow the pump to reduce its speed to 60% during unoccupied periods, while maintaining a minimum turnover rate of 6 hours per filtration cycle while the pool is in use.

The proposed system is detailed in Appendix O: Wellness Center Pool VFD spreadsheet.

#### Interior Lighting Retrofits



This measure will retrofit the existing gymnasium metal halide high bay fixtures with HID to LED retrofit kits, and will replace the kitchen fluorescent T5 tubes with LED T5 Type-A tubes. The retrofit kits and lamps will provide equivalent lighting to the spaces. No controls changes are proposed.

The proposed equipment is detailed in the “Lighting Calculations” spreadsheet, and specifications are available in the “Specifications” folder.

#### Exterior Lighting Upgrades

This measure will replace the existing exterior halogen flood lamps and fluorescent T5 tubes with equivalent LED Type-A lamps. The lamps will provide equivalent lighting to the spaces. No controls changes are proposed.

The proposed equipment is detailed in the “Lighting Calculations” spreadsheet, and specifications are available in the “Specifications” folder.

#### Package Unit Replacements

This measure will replace the four 15-ton gas-fired package units with high efficiency units of equivalent size. The proposed units will be equipped with variable speed supply fans and dual-temperature controlled economizers.

The proposed system is modeled in the “eQuest Files” folder.

#### Advanced Wifi Thermostats

This measure will replace the existing thermostats with smart wifi thermostats. The thermostats will allow maintenance facilities to view and adjust zone temperatures remotely, and will be equipped with day-level setback controls. Additionally, the thermostats will replace the simple HVAC scheduling with smart optimum start/stop controls - the thermostats will learn the rate at which the building can be heated and cooled, and will start and stop the HVAC system at the appropriate time each day relative to the outside air temperature.

The proposed system is modeled in the “eQuest Files” folder.

#### Vending Miser

This measure proposes to install a vending miser controller in the beverage refrigerator. The controller will cycle the refrigerator’s compressor off at night to save energy.

The proposed system is included in the “Non-eQ Mech EEMs” tab of the “Mechanical Calculations” file, and is based on statewide workpaper SWAP-001.

#### **Calculation Methodology:**

##### Pool Pump VFD

This measure was modeled using a custom spreadsheet, “Wellness Center Pool VFD”. The spreadsheet accounts for the pool’s size and turnover rate, and the motor’s size, efficiency, load factor. The calculations use a VFD exponent of 2.2, which is in line with the DSM Engineering Policy (DSM E-PPICs 005)’s recommendation for fixed geometry, semi closed water systems.

##### Interior Lighting Retrofits, Exterior Lighting Upgrades

Savings were calculated using a custom spreadsheet. The custom spreadsheet accounts for HVAC interactive effects and lighting coincident diversity factors using DEER2020 multipliers. Baseline fixture wattages were determined using Lighting Appendix P: Table of Standard Fixture Wattages.

Package Unit Replacements, Advanced Wifi Thermostats

Savings were calculated using eQuest 3.65.7175. The eQuest model uses the Climate Zone 13 (CZ13) weather file and was calibrated to 2019 utility data, and is within 10% of annual utility consumption and 20% monthly consumption. The calibration is located in the “eQ Calibration” tab of the “Mechanical Calculations” spreadsheet. The calibration table accounts for both the site’s PV generation and the energy consumption at the pool.

Savings were exported as hourly reports and summarized in the “eQ Savings” tab of the “Mechanical Calculations” spreadsheet. The hours used for peak demand savings are July 8-10, 5PM-9PM, in line with DEER2019 instructions for CZ13.

Measures were modeled using parametric runs: Package Unit Replacements were modeled by increasing the supply fan efficiencies, changing supply fan controls to variable speed, and changing economizer controls to dual temperature. Advanced Wifi Thermostats were modeled by setting back the cooling and heating temperatures during the site’s opening and closing hours. The parametric runs use a rolling baseline to account for the interactive effects between the measures.

Although the efficiency of the package units has likely degraded in their 11 years of use, no degradation rate was assumed - calculations should be considered conservative.

Vending Miser

Savings for this measure were taken from statewide workpaper *SWAP-011: Vending and Beverage Merchandise Controller*. Savings used are for a vending miser on a single-door refrigerated vending machine in CZ13.

**Estimated Savings:**

Estimated Savings	
Electricity Savings [kWh]	93,721
Electric Peak Demand Savings [kW]	4.47
Building Level Estimated Useful Life [Years]	9.4
Annual Electricity Savings [%]	28%

**5. Project Cost & Financial Analysis**

Site	Measure Description	Electricity Savings (kWh)	Electricity Savings (kW)	Annual Utility Cost Savings (\$/year)	Estimated Gross Project Cost (\$)	Simple Payback Period (Years)

Lindsay Wellness Center	Pool Pump VFD	44,152	0	\$7,511	\$17,837	2.22
	Interior Lighting Retrofits	25,714	1.7	\$4,851	\$11,207	2.27
	Exterior Lighting Retrofits	739	0.9	\$139	\$876	5.30
	Package Unit Replacements	12,580	1.9	\$2,481	\$282,955	26.25
	Advanced Wifi Thermostats (Optimum Start/Stop)	10,158	0	\$1,728	\$10,626	3.5
	Vending Miser	378	0	\$64	\$380	5.04

## 6. Measurement and Verification Plan

Energy use and local weather data for the facility was collected for the period [December 2018 - January 2019]. This data was then used to develop energy models and assure they were accurate within the required goodness of fit metrics as required for NMEC projects. Further details can be found in the Pre-Screen Report prepared by kW Engineering on behalf of SoCalREN.

A detailed measurement and verification plan was developed by SoCalREN and TRC Engineering and reviewed by kW Engineering. The Measurement and Verification (M&V) plan describes in detail how normalized energy savings will be quantified for the Lindsay Wellness Center. The M&V plan adheres to the requirements set forth in the Normalized Metered Energy Consumption Savings Procedures Manual<sup>1</sup>. This approach is consistent with the requirements set forth by the AB 802 legislation and the California Public Utilities Commission (CPUC).

## 7. Project Parameters

EEM	1	2	3	4	5	6
Site # / SA Number	Lindsay Wellness Center Service Account #31567504					

<sup>1</sup> <https://www.etcc-ca.com/reports/normalized-metered-energy-consumption-savings-procedures-manual>

Measure Description		Pool Pump VFD	Interior Lighting Retrofits	Exterior Lighting Retrofits	Package Unit Replacements	Advanced Wifi Thermostats (Optimum Start/Stop)	Vending Miser
<b>MAT</b>		NMEC	NMEC	NMEC	NMEC	NMEC	NMEC
<b>Standard Practice Applicable</b>		N/A	N/A	N/A	N/A	N/A	N/A
<b>EUL (years)</b>		5	12	12	15	15	5
<b>RUL (years)</b>		N/A	N/A	N/A	N/A	N/A	N/A
<b>EUL Source</b>		TBD	TBD	TBD	TBD	TBD	TBD
<b>EUL Justification</b>		TBD	TBD	TBD	TBD	TBD	TBD
<b>Facility Usage</b>	<b>kWh</b>	328,946					
	<b>kW</b>	94					
	<b>Therms</b>	2,859					
<b>1st Period Baseline Usage</b>	<b>kWh</b>	N/A	N/A	N/A	N/A	N/A	N/A
	<b>kW</b>	N/A	N/A	N/A	N/A	N/A	N/A
	<b>Therms</b>	N/A	N/A	N/A	N/A	N/A	N/A
<b>2nd Period Baseline Usage</b>	<b>kWh</b>	N/A	N/A	N/A	N/A	N/A	N/A
	<b>kW</b>	N/A	N/A	N/A	N/A	N/A	N/A
	<b>Therms</b>	N/A	N/A	N/A	N/A	N/A	N/A
<b>Measure Usage</b>	<b>kWh</b>	76,493	9,640	352	257,513	247,355	0
	<b>kW</b>	14.0	0.6	0.5	89.7	89.7	0.0

	Therms	N/A	N/A	N/A	N/A	N/A	N/A
1st Period Savings	kWh	TBD	TBD	TBD	TBD	TBD	TBD
	kW	TBD	TBD	TBD	TBD	TBD	TBD
	Therms	N/A	N/A	N/A	N/A	N/A	N/A
2nd Period Savings	kWh	N/A	N/A	N/A	N/A	N/A	N/A
	kW	N/A	N/A	N/A	N/A	N/A	N/A
	Therms	N/A	N/A	N/A	N/A	N/A	N/A
Gross Measure Cost [GMC]		\$14,100	\$8,859	\$692	\$182,800	\$8,400	\$300
Standard Measure Cost [SMC]		N/A	N/A	N/A	N/A	N/A	N/A
Incremental Measure Cost [IMC]		N/A	N/A	N/A	N/A	N/A	N/A
Accelerate Replacement Cost [ARC]		N/A	N/A	N/A	N/A	N/A	N/A
Cost Documentation [GMC]		TBD	TBD	TBD	TBD	TBD	TBD
Cost Documentation [SMC]		N/A	N/A	N/A	N/A	N/A	N/A
Cost Documentation [IMC]		N/A	N/A	N/A	N/A	N/A	N/A
Total Estimated Savings	kWh	44,152	25,714	739	12,580	10,158	378
	kW	0	1.7	0.94	1.88	-0.05	0

	Therms	N/A	N/A	N/A	N/A	N/A	N/A
<b>Total GMC</b>		\$14,100	\$8,858.97	\$692.36	\$182,800	\$8,400	\$300

## 8. Appendix

- A. City of Lindsay CEA 6.18.20.pdf
- B. Lindsay Wellness Center CEA Follow-up\_6.5.2020.pdf
- C. Audit Commitment Form
- D. Lindsay Wellness Center Project Follow-up Call Agenda 12\_2\_20.pdf
- E. Lindsay Wellness Center Initial Measures List 12.2.20.pdf
- F. Lindsay Wellness Center SoCalREN Agency Services Plan.pdf
- G. Follow-Up: City of Lindsay Wellness Center Project Call\_12.2.20.pdf
- H. 03.24.21 Wellness Center Follow-Up Minutes + Action Items.pdf
- I. Lindsay Wellness Center Initial Measures List 4.15.2021.pdf
- J. City of Lindsay 02-12-2019 City Council Agenda.pdf
- K. Email\_Lindsay Wellness Center - Updated Project Cost & Details\_Budget Approval.pdf
- L. Lindsay Wellness Center Project Proposal Meeting Notes 8.18.21.pdf
- M. The Energy Coalition Mail - Lindsay Wellness Center Project Proposal Meeting Minutes\_08.26.2021.pdf
- N. Final Audit Workbook
- O. Wellness Center Pool VFD spreadsheet
- P. Table of Standard Fixture Wattages




# Lindsay Wellness Center Facility Retrofit Project

Lisa Davis  
Wellness/Aquatics/Recreation Director  
Wellness Center


November 9, 2021



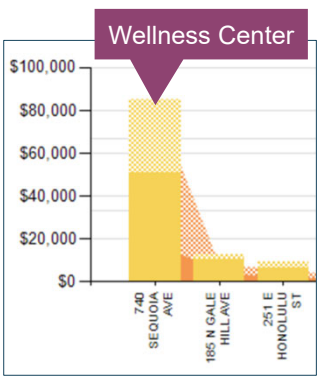
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## Project Background




- City of Lindsay enrolled in Southern California Regional Energy Network (SoCalREN) in 2020 to receive no-cost support for energy efficiency projects
- Analysis of Lindsay’s energy usage and billing data revealed Lindsay Wellness Center as having the highest energy use and cost of any city facility
- SoCalREN provided Lindsay with a no-cost site audit and the identification of a viable facility retrofit project



Address	Energy Use / Cost (Approximate)
740 SEQUOIA AVE	\$85,000
185 N GALE HILLLAVE	\$10,000
251 E HONOLULU ST	\$5,000

*The Southern California Regional Energy Network (SoCalREN) was created to harness the collective power of residents, businesses and the public sector to achieve an unprecedented level of energy savings across Southern California.*



2

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## Project Summary



### Project Scope:

- Six energy efficiency measures were identified to target the pool pump, lighting, HVAC units, thermostats, and vending machines

### Benefits of the Project:

- Reduces electricity consumption by 28% annually
- Reduces maintenance costs
- Hedges against increasing utility costs
- Improves safety and reliability
- Increases occupant comfort
- Reduces greenhouse gas emissions by 70 metric tons annually



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## Project Financial Summary



### Gross Project Cost

**\$323,881**

Total Gross Project Cost was approved by City of Lindsay Hospital Board on 10/19/21

Estimated Net Savings (NPV)  
**\$2,699**  
over project lifetime

Estimated Savings\*  
**\$2,699 per month**  
**\$27,741 per year**

Simple Payback Period  
**11.97 years**

\*Monthly and annual savings include energy and maintenance cost savings



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## Project Measure Descriptions

Energy Efficiency Measures (EEMs)	Measure Name	Measure Description
EEM 1	Pool pump VFD	Replace constant speed pool pump with variable speed pool pump
EEM 2	Interior lighting retrofits	Replace metal halide interior lighting with LEDs
EEM 3	Exterior lighting retrofits	Replace halogen and fluorescent exterior lighting with LEDs
EEM 4	Package unit replacements	Replace existing package units with high-efficiency package units
EEM 5	Advanced wifi thermostats	Replace non-programmable thermostats with advanced programmable thermostats
EEM 6	Vending miser	Install control device on refrigerated vending machine to control operation

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## Measure-Level Financial Summary

Energy Efficiency Measures (EEMs)	EUL	Simple Payback Period (SPP)	Estimated Annual Electricity Savings			Estimated Annual Natural Gas Savings		Total Cost Savings (\$/yr)
			kWh	kW	Cost Savings (\$/yr)	therms	Cost Savings (\$/yr)	
Pool pump VFD	5	2.22	44,152	0	\$7,511	0	\$0	\$7,511
Interior lighting	12	2.27	25,714	1.7	\$4,851	-252	(\$241)	\$4,610
Exterior lighting	12	5.30	739	0.9	\$139	0	0	\$139
Package units	15	26.25	12,580	1.9	\$2,481	-190	(\$190)	\$2,291
Wifi thermostat	15	3.50	10,158	0	\$1728	1146	\$988	\$2,716
Vending miser	5	5.04	378	0	\$64	0	\$0	\$64
<b>TOTAL</b>	<b>15</b>	<b>11.97</b>	<b>93,721</b>	<b>4.5</b>	<b>\$16,774</b>	<b>704</b>	<b>\$557</b>	<b>\$17,331</b>

EUL = effective useful life

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## Next Steps



- City of Lindsay, with support from SoCalREN, to submit project application to California Public Utilities Commission
- City of Lindsay to develop Scope of Work and procurement documentation for City Council review
- City of Lindsay to move forward with procurement and project construction




7



# Thank you!

Ida Davis  
Aquatics/Recreation Director, Wellness Center  
559-744-9550  
ldavis@lindsay.ca.us



8

LINDSAY LOCAL HOSPITAL DISTRICT  
BOARD OF DIRECTORS  
MINUTES

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Regular Meeting  
October 19, 2021  
6:00PM

Hospital District Boardroom  
831B N. Sequoia Ave.  
Lindsay, CA 93247

1. OPEN SESSION

- a. The meeting was called to order by President Loftin at 6:03 pm.
- b. Flag Salute was led by Director McQueen

2. ROLL CALL

Directors Present: McQueen, Loftin, Soria, Velasquez, Hernandez  
Directors Absent: None  
Others Present: Attorney Starr Warson, Administrative Assistant Dennis Medders

3. APPROVAL OF THE AGENDA

Attorney Warson requested an action item be added to the agenda regarding AB 361. The agenda was approved with the addition of the action item.

Motion: Director Velasquez  
Second: Director McQueen  
Vote: Unanimous (motion approved)

4. PUBLIC COMMENT

There was no public comment.

5. CONSENT CALENDAR

The consent calendar was approved:

Motion: Director Soria  
Second: Director McQueen  
Vote: Unanimous (motion approved)

6. REPORT(S) & INFORMATION

- a. Correspondence – Administrative Assistant Medders reported there was no correspondence.
- b. Director/Officer Reports – Directors Velasquez and Soria reported on the Wellness Center and the events they are planning. Director McQueen reported we received \$9,470.50 in monthly rental payments.
- c. Youth Representative Report - There was no report
- d. Lindsay Wellness Center – Director Soria handed out a flyer for the Wellness Centers Open House & Resource Fair on Saturday, October 23, 2021. Stephanie Velasquez Orosco has been appointed to the position of Administrative Secretary.
- e. Healthy Lindsay - Sandra Escudero gave a brief report on the diabetes project. The quarterly report was sent to the Board members via email prior to the Board Meeting.
  
- f. Lindsay Foothill Rotary - Ana Carretero, President of the Lindsay Foothill Rotary Club made a presentation in which they are requesting 200 PPE's for their 2<sup>nd</sup> annual turkey give-a-way. The matter will be on the next agenda as an action item.

7. ACTION ITEMS

- a. Consideration/Approval to amend the funding request for the capital outlay projects at the Wellness Center. Due to increased cost of materials the City of Lindsay is requesting the Board amend its prior funding approval of \$374,588.00 to \$467,632.00 an increase of \$93,000.00 over a three-year period. After some discussion, the Board approved the increase in funding as presented.

Motion: Director Velasquez  
Second: Director Soria  
Vote: Unanimous (motion approved)

- b. Consider/Approve Funding Request from Lindsay Foothill Rotary – Tabled until next regular board meeting.
- c. Consider/Approve McDermont First Capital Improvement Grant Match in the amount of \$12,000.00. The funding grant was approved.

Motion: Director Soria  
Second: Director Hernandez  
Vote: Unanimous (motion approved)

- d. Consider/Approve Kaweah Health Child & Adolescent Psychiatry Fellowship Funding Request. After considerable discussion, the Board approved a funding amount of not to exceed \$20,000.00 for the remodel.

Motion: Director Hernandez  
Second: Director Loftin  
Vote: Unanimous (motion approved)

- e. Consider/Approve cleaning service for Lindsay Hospital District Board Room – Tabled until next regular board meeting.
- f. Consider/Approve the President and Treasurer to sign the engagement letter for the 2020-2021 audit.

Motion: Director McQueen  
Second: Director Hernandez  
Vote: Unanimous (motion approved)

- g. Consider/Approve to move forward with AB361 - The Board approve to move forward with AB361.

Motion: Director Velasquez  
Second: Director McQueen  
Vote: Unanimous (motion approved)

8. LEGAL COUNCIL REPORT – Attorney Warson reported to the Board that the district website needs a public comment section added so the public can submit written comments to the Board. In the matter of the rental payments from Kaweah Health it has been reconciled and they owe the district some back payments.

9. ADJOURN – The meeting was adjourned at 7:27 p.m. by the following vote:

Motion: Director Soria

Second: Director McQueen

Vote: Unanimous (motion approved)

Submitted,

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Ivet Soria  
Secretary