



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 December 14, 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.

- 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 Oath of Office for Public Safety Officer Andrew Martinez
- 8.2 Oath of Office for Public Safety Officer Priscilla Valdovinos

- 9. CONSENT CALENDAR**

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

- 9.1 Minutes from November 9, 2021 City Council Regular Meeting (pp. 4-7)

- 9.2 Request for Proposal of Full Cost Allocation Plan and Comprehensive Citywide Fee Study (pp. 8-17)
- 9.3 Notification of Councilmember Cerros' Participation in the UC Washington Program (p. 18)
- 9.4 Minute Order Approval of Well 15 Emergency Repair Project Acceptance as Complete and Direct the City Clerk to File the Notice of Completion with the County Recorder (pp. 19-20)
- 9.5 Minute Order Approval of Temporary Use Permit (TUP) No. 21-08 to Erect a 25-foot Christmas Tree in the Public Right of Way and TUP Fee Waiver (pp. 21-22)
- 9.6 Minute Order Approval of **Resolution 21-51**, Authorizing the City Manager to Execute an Agreement with the California Public Employees Retirement System's California Employers' Pension Prefunding Trust Program to Establish a Section 115 Trust and Delegating Authority to the City Manager and the Director of Finance to Request Disbursements from the Section 115 Trust (pp. 23-26)

10. PRESENTATIONS

- 10.1 Update from the Lindsay High School Associated Student Body (ASB) Representative
Presented by Rogelio Castillo, ASB Representative
- 10.2 Department of Public Safety Update
Presented by Robert Moore, Interim Chief of Public Safety
- 10.3 Olive Bowl/Kaku Park Project Update
Presented by Neyba Amezcua, Director of City Services & Planning

11. PUBLIC HEARINGS

- 11.1 First Reading of **Ordinance 593**, An Ordinance of the City of Lindsay Amending Title 5 of the Lindsay Municipal Code, Adding Chapter 5.37 Mobile Vending Establishing Permitting Procedures and Regulations (pp. 27-32)
Presented by Edward Real, Assistant City Planner
- 11.2 First Reading of **Ordinance 592**, An Ordinance Providing for the Payment of Salaries to Members of the City Council in the City of Lindsay and Declaring the Operative and Effective Dates of Said Ordinance (pp. 33-37)
Presented by Francesca Quintana, Executive Assistant/Deputy City Clerk
- 11.3 Public Hearing to Obtain Comments Regarding the City of Lindsay's Allocation of American Rescue Plan Act (ARPA) Grant Funds and Recommendations on the Use of Funds (pp. 38-40)
Presented by Joseph Tanner, City Manager

12. ACTION ITEMS

12.1 Consider the Minute Order Approval of Job Description for Director of Public Safety and Formation of Ad-Hoc Recruitment Committee (pp. 41-46)

Presented by Joseph Tanner, City Manager

12.2 Consider the Minute Order Approval of Job Description for Economic Development Coordinator (pp. 47-52)

Presented by Joseph Tanner, City Manager

12.3 Consider the Minute Order Approval of Contract with Retail Strategies, LLC for Professional Economic Development Services that Include Technical Assistance for Small Business Owners, Retail Recruitment, and a Five-Year Vision Plan for Downtown, and Authorizing the City Manager to Execute Any Documents Thereto (pp. 53-72)

Presented by Joseph Tanner, City Manager

12.4 Consider the Approval of **Resolution 21-50**, Approving and Adopting the City of Lindsay City Council Handbook (pp. 73-95)

Presented by Mayra Espinoza-Martinez, City Clerk/Executive Projects Manager

13. REQUEST FOR FUTURE ITEMS

14. 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. 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.



**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 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.

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

Led by Mayor CAUDILLO.

4. **APPROVAL OF AGENDA**

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

5. **PUBLIC COMMENT**

- No public comment.

6. **COUNCIL REPORT**

- Council Member SERNA informed the public on the increase of COVID-19 cases in the county, and that vaccines are still being offered at the local Rite Aid.
- Mayor Pro Tem FLORES informed that she attended the Rib Cook off on November 6th, 2021 and felt it was a great event and opportunity to give out toys and treats to the youth in the community.
- Council Member CERROS informed that he went on ride along with Public Safety Officer Nave and encouraged other council members to do the same. He felt this is a great opportunity to form good relationships among the Council and the Public Safety Department.
- Council Member SANCHEZ shared that she attended the Harvest Festival on October 31, 2021. Though it was a great event, she felt that there needed to have been more social distancing and safety protocols in place due to the large volume of attendees.
- Mayor CAUDILLO shared that she met with Laura Cortes from the Lindsay Unified School District, they spoke about the adult education classes being offered by the district. Adults were

given information on General Education Development, Financial Aid, and the values of a college education. She shared that this should be offered in Spanish as well as English to be considered more equitable. November 5th through 12th, 2021 Caltrans will be placing electronic signage on highways urging all to conserve water.

7. CITY MANAGER REPORT

- The City has many upcoming events hosted by the Wellness Center. The City is in need of additional turkey donations for the Turkey Drive happening on November 21, 2021. The Wellness Center will soon be offering shots to children ages 5 to 12 years.
- The City has welcomed a new Intern who will assist the City’s administration.
- Vita Pak Citrus Products plans to expand within the City in the next few years, which means more employment opportunities in Lindsay.
- The City is now enrolled in Enterprise Risk Management (ERMA).
- The City met with a Caltrans Representative to discuss updates on the Highway 65 Realignment. The project is moving forward according to plan and has an estimated completion date of December. Caltrans will be providing an update to Council soon.
- Elevate Cannabis is in escrow. The project is still pending final approval from the State of California.
- Introduction of Curtis Cannon, Interim City Services Assistant Director.

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)

Motion to Approve Consent Calendar							
1 st	2 nd	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ

CAUDILLO	FLORES	(5-0) Approved	Aye	Aye	Aye	Aye	Aye
----------	--------	-------------------	-----	-----	-----	-----	-----

- Item 9.4 Consider the Minute Order Approval of Job Description for Executive Projects Manager was pulled for discussion. CITY MANAGER elaborated on the item and it was approved on consent.

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, Acting Director of City Services

- The public hearing was opened by Mayor CAUDILLO at 7:08 PM. Receiving no public comment, the public hearing was closed by Mayor CAUDILLO at 7:09 PM.

Motion to Approve Resolution 21-49							
1 st	2 nd	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
CERROS	CAUDILLO	(5-0) Approved	Aye	Aye	Aye	Aye	Aye

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

Motion to Approve Item 12.1							
1 st	2 nd	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
FLORES	CAUDILLO	(5-0) Approved	Aye	Aye	Aye	Aye	Aye

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

Motion to Approve Item 12.2							
1 st	2 nd	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
CAUDILLO	SERNA	(5-0) Approved	Aye	Aye	Aye	Aye	Aye

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

Motion to Approve Item 12.3							
1 st	2 nd	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
CERROS	CAUDILLO	(5-0) Approved	Aye	Aye	Aye	Aye	Aye

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. 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.



REQUEST FOR PROPOSAL:

Full Cost Allocation Plan and Comprehensive Citywide Fee Study

Released on **Month Date, Year**

Proposals must be Received by 4:00 p.m. on the Date Indicated Below:

Month Date, Year

**CITY OF LINDSAY
251 E. Honolulu St.
P.O. Box 369
Lindsay, CA 93247**

Table of Contents

1. GENERAL INFORMATION	3
2. SCHEDULE.....	3
3. DISCRETION AND LIABILITY WAIVER.....	3
4. EVALUATION CRITERIA	4
5. SCOPE OF WORK.....	5
6. PROPOSAL FORMAT GUIDELINES.....	8
7. PROCESS FOR SUBMITTING PROPOSALS	9

1. GENERAL INFORMATION

The City of Lindsay (City) is located in the San Joaquin Valley and has a population of 12,659 as of the 2020 census. It is a Charter city that operates under a Council-Manager form of government, with a five-member City Council. The City Council appoints the City Manager, City Attorney, and City Clerk.

The City is divided into departments that provide a full range of municipal services, including Public Safety (combined police and fire), City Services, Finance, Recreation, and a City Manager's department that houses the City Clerk and Human Resources Manager. The City employs 54 full-time equivalents. The total budget for Fiscal Year 2021-2022 is \$15.8M with a General Fund budget of \$8.1M. Further information regarding the City and its organization, such as governmental structure, services provided, the operating and capital budgets, and Annual Financial Reports is available on the City website at www.lindsay.ca.us.

The City has established fees for a variety of services and is seeking a consultant to 1) provide a full cost allocation plan for every department of the City with overhead calculations for cost recovery and 2) review and update all existing fees, identify any new fees as appropriate, and develop a Master Fee Schedule for all city fees and charges.

The purpose of the requested studies is to ensure the City utilizes overhead rates that accurately account for the true cost of providing various services, and to assess appropriate fees that will allow the City to recover the actual costs incurred for fee and impact related services.

Water, sewer, and refuse rates are **not** included in the scope of work for this RFP.

2. SCHEDULE

The RFP will be governed by the following schedule:

Release of RFP	December 15, 2021
<u>Proposal Submittal Deadline</u>	<u>January 21, 2022</u>
Evaluations Complete (Tentative)	February 11, 2022
Approval of Contract (Tentative)	February 22, 2022

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 as deemed necessary.

3. DISCRETION AND LIABILITY WAIVER

The City reserves the right to exercise discretion and apply its judgment with respect to all

proposals submitted.

This RFP does not commit the City to award a contract or to pay any costs incurred for any services. 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, at its sole discretion, reserves the right to withdraw this RFP without notice, accept or reject any or all proposals received as a result of this RFP, negotiate with any qualified source, accept submittals which deviate from the RFP, or to cancel this RFP in part or its entirety.

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.

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.

All proposals submitted in response to this RFP become the property of the City and public records and, as such, may be subject to public review. If any proprietary information is contained in the proposal, it should be clearly identified.

The consultant, by submitting a response to this RFP, waives all right to protest or seek any legal remedies whatsoever regarding any aspect of this RFP.

Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this disclaimers and agrees to be bound by the terms hereof.

4. EVALUATION CRITERIA

The City of Lindsay may use some or all of the following criteria in its evaluation and comparison of proposals submitted. The criteria listed do not necessarily represent an all-inclusive list, nor is their order intended to indicate their relative importance.

- Thoroughness and understanding of the tasks to be completed
- Background and experience in organizational analysis evaluation
- Firm's expertise and overall experience of personnel assigned to the work
- Time required to accomplish the requested services
- Responsiveness to requirements of the project
- Public sector experience in municipal setting conducting similar studies
- Costs

The City may contact any bidder to clarify any response; solicit information from any available

source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

The City shall not be obligated to accept the lowest priced proposal but shall make an award in the best interests of the City. After written proposals have been reviewed, discussions with prospective consultants may or may not be required.

5. SCOPE OF WORK

There is a separate scope of work for each of the studies. If the firm feels that additional tasks are warranted, they must be clearly identified in the firm's proposal.

Project Specifications: Full Cost Allocation Plan

Project Tasks shall include, but are not necessarily limited to the following:

- A. **Work and meet with City staff** to define and refine the project scope, purpose, uses, and goals of the City's Cost Allocation Plan to ensure it is accurate and appropriate to the City's needs.
- B. **Present a draft Cost Allocation Plan** to the Finance Director, City Manager, and selected City Staff. It is expected that comments and concerns will be collected during the draft presentation phase for inclusion in a final Cost Allocation Plan and model.
- C. **Prepare and deliver presentations to the City Council** to facilitate understanding of the plan and its implications for the City; provide necessary adjustments as requested.
- D. **Report on other matters** that come to the Consultant's attention in the course of the evaluation that, in the Consultant's professional opinion, the City should consider.
- E. **Provide the City with an electronic copy** of the final Cost Allocation Plan, including related schedules and cost documentation in Excel format that can be edited and updated by City staff to accommodate changes in the organization or changes in costs. The requirements of the electronic model shall allow for the following:
 - 1) The addition or removal of direct and overhead costs so that the Plan can be developed from a simple plan to a progressively more inclusive plan, as the City continues to grow;
 - 2) The addition of hypothetical service area information for future service enhancements and the ability to calculate the estimated costs for providing the service under consideration;
 - 3) The ability to calculate a full burdened hourly rate of a position that includes salary, benefits, and applicable overhead including OPEB and debt obligations;
 - 4) The ability to document changes in the City's authorized personnel, including personnel additions, salary schedule changes, and step changes for current personnel;

- 5) The ability to include an option for an annual inflator based on benefit increases for personnel such as CalPERS, insurance premiums, cafeteria, and other payroll taxes;
- 6) The ability to include an option for annual inflator based on contracted services rate increases;
- 7) Provide training to staff in order to facilitate the annual update to fees.

F. **Consult with City staff** should it become necessary to defend the City's Cost Allocation Plan as a result of any legal or other challenge.

The results from the Full Cost Allocation Plan shall be used to develop the Comprehensive Fee Study.

Project Specifications: Comprehensive Citywide Fee Study

Project Tasks shall include, but are not necessarily limited to the following:

- A. **Project Budget for the Comprehensive Citywide Fee Study** – a description of the project budget itemized according to individual tasks and estimated schedule of completion.
- B. **Establish a methodology for the evaluation of fees.** Work and meet with City staff to refine the project scope, purpose, uses and goals of the City's Fee Study to ensure that the study will be both accurate and appropriate to the City's needs. Review project schedule and answer any questions pertaining to the successful development of the Study.
- C. **Conduct a comprehensive review of the City's existing fees, rates, and charges,** including those specified within the Lindsay Municipal Code. Meet with staff and conduct interviews as needed to gain an understanding of the City's processes and operations.
- D. **Analyze the impacts of development** on specific types of facilities and calculate recommended impact fees for each type of facility in accordance with the Government Code.
- E. **Identify the total cost of providing each City service** at the lowest reasonable activity level and in a manner that is consistent with all applicable laws, statutes, rules and regulations governing the collection of fees, rates, and charges by public entities including, but not limited to Proposition 218 and Proposition 26. Costs should include appropriate General and Administrative overhead allocations to City activities and applicable overhead rates for use in calculating the City's billable hourly rates.
- F. **Compare service costs with existing cost recovery levels.** This should include service areas where the City is currently charging for services as well as areas where the City perhaps should charge, in light of the City's practices, or the practices of similar and/or neighboring cities.

- G. **Prepare a report that identifies each facility or service, its full cost, current and recommended cost recovery levels.** The report should identify the direct cost, the indirect cost, and the overhead cost for each service; and provide a model for adjusting these fees and rates for the City's current and future needs.
- H. **Recommend appropriate fees and charges.** Recommended fees are based on the analysis, together with the appropriate subsidy percentage for those fees where full cost recovery may be unrealistic.
- I. **Survey comparable cities** in California as well as neighboring cities; recommend adjustments to current fee levels and/or propose new fees based on the surveys as well as on the consultant's expertise.
- J. **Develop or modify the existing model for adjusting fees/rates;** include the addition of potential service areas, future service enhancements, and the ability to calculate the estimated costs of providing the service under consideration.
- K. **Prepare a report that identifies the current fees and recommended fees.** The report must also identify percentage change, cost recovery percentage, revenue impact and fee comparison with other Tulare County cities or other California cities that are comparable to the Lindsay.
- L. **Report on other matters** that come to the Consultant's attention in the course of the evaluation that, in the Consultant's professional opinion, the City should consider.
- M. **Present the findings** to the Finance Director, City Manager, and selected City Staff, and make necessary adjustments as requested.
- N. **Prepare and deliver presentations to the City Council** to facilitate understanding of the plan and its implications for the City; provide necessary adjustments as requested.
- O. **Provide the City with an electronic copy of the final comprehensive study,** including related schedules and cost documentation in a format that can be edited and updated by City staff to accommodate changes in the organization or changes in costs. The requirements of the electronic model should allow for:
 - 1) Additions, revisions, or removal of the direct and overhead costs so the comprehensive fee study can be easily adapted to a range of activities, both simple and complex.
 - 2) The ability of the City to continuously update the model and fees from year to year as the organization changes.
 - 3) The addition of hypothetical service area information for future service enhancements, and the ability to calculate the estimated costs of providing the service under consideration (i.e. ad-hoc analysis)
- P. **Prepare a final fee study report** and provide five bound copies, one unbound copy and

a single PDF file of the plan that can be made available to City staff.

- Q. **Prepare a comprehensive Master Fee Schedule** and provide it to the City electronically in a format that can be edited and updated by City staff as needed.
- R. **Consult with the City staff** should it become necessary to defend the City's fees as a result of any legal or other challenge.

If the consultant/firm believes that additional tasks are warranted, they must be clearly identified in the proposal.

Water, sewer, and refuse rates are **not** included in the scope of work for this RFP.

6. PROPOSAL FORMAT GUIDELINES

Interested contractors are to provide the City of Lindsay with a thorough proposal using the following guidelines:

- Proposal should be typed and be fifteen (15) pages or less.
- Proposal should be straightforward, concise, and provide “layman” explanations of technical terms that are used.
- Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer.
- Each proposal will adhere to the following order and content of sections:

A. **Title Page.**

B. **Transmittal Letter.** One page-maximum letter that provides a brief summary of the proposal, concisely describing the project, its goals and the proposed plan of implementation. The letter should be addressed to Mayra Espinoza-Martinez, City Clerk & Executive Projects Manager.

C. **Table of Contents.**

D. **Firm/Consultant's Experience and Proposed Scope of Services.** Please respond to the following sections:

- 1) Provide a general overview of the firm/consultant(s) that will be assigned to the project.
- 2) Describe the firm/consultant's experience in conducting similar studies. At a minimum, provide a list of the most recent projects of similar size, scope, and complexity. Include the name, contact person, address, phone number and/or e-mail of each party for whom the service was provided, as well as a description of the service performed, the dollar amount of the contract, and the

date of performance.

- 3) Describe what information the City would be expected to supply.
 - 4) Provide a Proposed Scope of Services based on the Scope of Work contained in this RFP; and discuss any ideas for modifying, clarifying, or improving the City's proposed scope of work. Provide a realistic working schedule with key deliverables, milestones and tasks.
- E. **Additional Information.** Describe any other information not previously mentioned that the firm/consultant believes should be given consideration. This could include any additional tasks and deliverables not included in the Scope of Work.
- F. **Project Schedule.** Identify all tasks and deliverables to be performed, durations for each task, and overall time of completion.
- G. **Cost Proposal.** In a Separate Envelope marked cost proposal, provide the following:
- 1) Total all-inclusive not to exceed maximum price. The cost proposal should contain all pricing information relative to performing the scope of work as described in this request for proposals. The total all-inclusive maximum not to exceed price is to contain all direct and indirect costs including all out of pocket expenses. Provide a budget for each major milestone for the entire scope of services. The proposed budget should be inclusive of all meetings, conference calls, site visits and deliverables. The budget should include a list of anticipated reimbursable expenses with rates charged for each.
 - 2) Rates for additional professional services.
 - 3) Manner of payment.

7. PROCESS FOR SUBMITTING PROPOSALS

- A. **Content Proposal.** The proposal must be submitted using the format as indicated in the proposal format guidelines.
- B. **Preparation of Proposal.** Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate, and reliable presentation.
- C. **Number of Proposals.** Submit three (3) physical copies and one electronic copy of your proposal in sufficient detail to allow for thorough evaluation and comparative analysis.
- D. **Submission of Proposals.** Complete written proposals must be submitted in sealed envelopes and received no later than 4:00 p.m. (P.S.T) on **January 21, 2021**. Electronic copies must be sent to mespinoza@lindsay.ca.us no later than 4:00 p.m. on **January 21, 2022**. Proposals will not be accepted after this deadline. **Late, faxed or**

electronic-only proposals will not be accepted.

Physical Proposals:

Mayra Espinoza-Martinez, City Clerk & Executive Projects Manager
RE: Full Cost Allocation Plan and Comprehensive Citywide Fee Study RFP
City of Lindsay
251 E. Honolulu St.
P.O. Box 369
Lindsay, CA 93247

Electronic Copy:

Mayra Espinoza-Martinez, City Clerk & Executive Projects Manager
mespinoza@lindsay.ca.us
Subject: Full Cost Allocation Plan and Comprehensive Citywide Fee Study FP

- E. **Inquiries.** Questions about this RFP must be directed in writing, via e-mail to: mespinoza@lindsay.ca.us. No response other than written will be binding upon the City.



STAFF REPORT

TO: Lindsay City Council
FROM: Mayra Espinoza-Martinez, City Clerk & Executive Projects Manager
DEPARTMENT: City Manager
ITEM NO.: 9.3
MEETING DATE: December 14, 2021

ACTION & RECOMMENDATION

Notification of Councilmember Cerros' Participation in the UC Washington Program.

Notification Item Only – No Action Required.

BACKGROUND | ANALYSIS

Councilmember Cerros will be participating in the UC Washington Program in Washington D.C. from March 20th to June 4th, 2022. This presents a great opportunity not only for Councilmember Cerros' personal and professional development but will also afford valuable opportunities for advocacy and networking on behalf of the City of Lindsay. At all times during his visit to the nation's capital, Councilmember Cerros' permanent residence will remain in Lindsay, California.

Councilmember Cerros plans to participate in Council meetings via teleconference in accordance with applicable state laws and the Brown Act.

The council meeting dates in the relevant time period are as follows:

1. Tuesday, March 22, 2022
2. Tuesday, April 12, 2022
3. Tuesday, April 25, 2022
4. Tuesday, May 10, 2022
5. Tuesday, May 24, 2022

FISCAL IMPACT

None.



STAFF REPORT

TO: Lindsay City Council
 FROM: Neyba Amezcua, Director of City Services & Planning
 DEPARTMENT: City Services
 ITEM NO.: 9.4
 MEETING DATE: December 14, 2021

ACTION & RECOMMENDATION

Minute Order Approval of Well 15 Emergency Repair Project Acceptance as Complete and Direct the City Clerk to File the Notice of Completion with the County Recorder.

BACKGROUND | ANALYSIS

At 3:00 am, Saturday January 9, 2021, a truck ran through the 12' tall chain link fence and destroyed the prefabricated structure which contained continuous chlorine analyzing equipment for Well 15. Well 15 is located on Road 188, ¼ mile south of Avenue 242. There was damage to the chlorine storage container as well as the eye wash station. The well equipment and discharge piping were not damaged.

On January 12, 2021, Council authorized an emergency task order issued to Keller and Wegley Consulting Engineers giving them the ability to retain a contractor to make necessary repairs to the well.

Travioli Construction, Inc was selected as the Contractor for an amount not to exceed of \$40,000. The total project cost was \$29,400.98.

Travioli Construction, Inc has completed the Well 15 emergency repairs and has requested acceptance at this time. Staff has reviewed the project and is satisfied that the work has been completed in accordance with the agreement.

Financial Report:

Contract Amount: \$40,000.00 (not to exceed amount. Billing based on Labor & Materials)
 Project Budget: \$40,000.00

Total Contract Amount:	\$29,400.98
Contract Change Orders:	None

FISCAL IMPACT

Water Fund (552): \$29,400.98 FY 2020-2021

ATTACHMENTS

- Notice of Completion

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Lindsay
City Clerk
P.O. Box 369
Lindsay, CA 93247

(Well 15 Emergency Repair Project)

Space above this line for Recorder's Use

NOTICE OF COMPLETION

Notice Pursuant to Civil Code Section 3093 must be filed within 10 days after completion.

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below on the property being herein described:

2. The full name of the owner is: City of Lindsay

3. The full address of the owner is: 251 E. Honolulu
Lindsay, CA 93247

4. The nature of the interest or estate of the owner is "IN FEE"
(If other than fee, strike "In Fee" and insert, for example "purchaser under contract of purchase, "or "lessee")

5. The full names & addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common, are

NAMES	ADDRESSES
_____	_____
_____	_____
_____	_____

6. Work improvement on the property hereinafter described was completed on August 30, 2021. The Work done included emergency repair to Well 15 in Lindsay, CA

7. The name of the Contractor, if any, for such work or improvement was Travioli Construction, Inc.

8. The property on which said improvement was completed is in the City of LINDSAY, County of TULARE, State of California, and is described as follows: Well 15 Emergency Repair Project.

9. The address of said property is "NONE"- no street address has been officially assigned.

Dated: _____
Verification for Individual Owner

Signature of owner or corporate officer of
owner named in paragraph 2 or his agent

VERIFICATION

I, the undersigned, say: I am the "CITY CLERK OF" the declarant of the foregoing notice
(“President of”, “Manager of”, “A Partner of”, etc.)
of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____ at Lindsay, California.
(Date of signature) (City where signed)

(Personal signature of the individual who is swearing
that the contents of the notice of completion are true.)



STAFF REPORT

TO: Lindsay City Council
FROM: Edward Real, Assistant City Planner
DEPARTMENT: City Services, Planning
ITEM NO.: 9.5
MEETING DATE: December 14, 2021

ACTION & RECOMMENDATION

Minute Order Approval of Temporary Use Permit (TUP) No. 21-08 to Erect a 25-foot Christmas Tree in the Public Right of Way and TUP Fee Waiver.

BACKGROUND | ANALYSIS

Suzie Picazzo, a representative of the residents of Sierra Vista Landscape and Lighting Assessment District, has requested a TUP to erect a 25-foot Christmas Tree inside the roundabout located at the intersection of Orange Avenue and E. Sierra View Street.

Electricity will be provided by the resident at 889 Orange Avenue by an extension cord protected by traffic tolerant devices. Additionally, as Christmas trees are commonly treated as holiday symbols, Staff recommends Council waive the TUP fee.

FISCAL IMPACT



N/A.

ATTACHMENTS

- Site Plan

TUP 21-08

Legend

-  Christmas Tree Location
-  Residence providing electricity



Christmas Tree Location

Orange Ave

Orange Ave

Google Earth



100 ft



STAFF REPORT

TO: Lindsay City Council
FROM: Joseph M. Tanner, City Manager
DEPARTMENT: City Manager
ITEM NO.: 9.6
MEETING DATE: December 14, 2021

ACTION & RECOMMENDATION

Consider the Approval of **Resolution 21-51**, Authorizing the City Manager to Execute an Agreement with the California Public Employees Retirement System's California Employers' Pension Prefunding Trust Program to Establish a Section 115 Trust and Delegating Authority to the City Manager and the Director of Finance to Request Disbursements from the Section 115 Trust.

BACKGROUND | ANALYSIS

As of the most current CalPERS report the City has an unfunded liability of **\$9,262,536** for its pension obligation and an unfunded liability of **\$1,958,240** for its Other Post Employment benefits (OPEB) obligation. Establishing the CEPPT and CERBT funds provides the City the opportunity to manage its pension and OPEB costs and liabilities. Section 115 trust funds are a funding vehicle to prefund the future costs of retiree benefits. These trusts will provide the City with a fiscally sound option for ensuring that the city is able to meet the liability in the most cost-effective manner

In 2012 the Government Accounting Standards Board (GASB) issued statement No. 68, Accounting and Financial Reporting for Pensions. GASB 68 requires that governmental employers that sponsor Defined Benefit plans recognize a net pension liability on their balance sheet. This is the difference between the City's total pension liability and the market value of plan assets.

In 2015 the Government Accounting Standards Board (GASB) issued statement No. 75, Accounting and Financial Reporting for Post-Employment Benefits other than pensions, which also requires the City to report its OPEB liabilities on its balance sheet.

IRS Section 115 Trusts can be used by cities to fund essential governmental functions. Funds deposited into a Section 115 Trust are irrevocable and can only be used for the specific purpose for which the trust was created. The advantage of a Section 115 is that the funds deposited may be invested in higher-yielding instruments than the City's Investment Policy allows.

To help Cities address and manage their pension and OPEB liabilities CalPERS has created section 115 trust for both pension and OPEB liabilities. This provides Cities with the necessary services required under one program to pre-fund pension and OPEB liabilities through the TRS reviewed program



STAFF REPORT

115 Trust Benefits

- Assets in the trust can be used to manage growing pension liabilities.
- Contributions are controlled by the City.
- Promotes fiscal responsibility and accountability for the City to manage long-term pension costs.
- The City can select an asset allocation strategy that matches its tolerance for risk.
- Assets held in trust allow for greater investment flexibility and risk diversification compared to other investments such as Local Agency Investment Fund (LAIF).
- The City has access to the trust assets any time, if they are used to pay employer pensions OPEB obligations.

FISCAL IMPACT

There is no fiscal impact to the City's operation budget.

Staff is recommending an initiation contribution of **\$650,000** upon establishing the new account for the City. Funds will be removed from the LAIF account and moved into the Trust. The current LAIF balance is **\$5,932,133.60**.

ATTACHMENTS

- Resolution 21-51



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

NUMBER 21-51

TITLE A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM'S CALIFORNIA EMPLOYERS'S PENSION PREFUNDING TRUST PROGRAM TO ESTABLISH A SECTION 115 TRUST AND DELEGATING AUTHORITY TO THE CITY MANAGER AND THE DIRECTOR OF FINANCE TO REQUEST DISBURSEMENTS FROM THE SECTION 115 TRUST

MEETING At a regularly scheduled meeting of the City of Lindsay City Council held on December 14, 2021 at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

WHEREAS, it is determined to be in the best interest of the City to set aside funds for the prefunding of its CalPERS pension obligation to be held in trust for the exclusive purpose of making future contributions of the City's required pension contributions and any employer contributions of the City's required pension contributions and any employer contributions in excess of such required contributions at the discretion of the City; and

WHEREAS, a tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Internal Revenue Code and the regulations issued thereunder, and is tax-exempt trust under the relevant statutory provisions of the State of California; and

WHEREAS, the City establishment of the Section 115 trust does not require a minimum initial or annual contribution; and

WHEREAS, the establishment of a 115 Trust helps the City meet its obligations under the State Auditor's required Corrective Action Plan; and

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

- SECTION 1. The City Manager, or his designee, is authorized to execute an agreement and manage all funds including but not limited to deposit and/or withdrawal of funds associated with the Trust.
- 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 of the City of Lindsay, and the City Clerk, or their duly appointed deputy, is directed to attest thereto.



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

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

MEETING DATE	December 14, 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



STAFF REPORT

TO: Lindsay City Council
FROM: Edward Real, Assistant City Planner
DEPARTMENT: City Services and Planning
ITEM NO.: 11.1
MEETING DATE: December 14, 2021

ACTION & RECOMMENDATION

First Reading of **Ordinance 593**, An Ordinance of the City of Lindsay Amending Title 5 of the Lindsay Municipal Code, Adding Chapter 5.37 Mobile Vending Establishing Permitting Procedures and Regulations.

BACKGROUND | ANALYSIS

At a regularly scheduled Council meeting on September 14, 2021, the Lindsay City Council directed staff to develop an ordinance governing mobile vending within City limits.

Per Council direction, Ordinance 594 amending Title 5 of the Lindsay Municipal Code has been prepared and has been attached to this report.

The new Chapter 5.37 is divided into five sections summarized as follows:

- Section 5.37.010 describes the purpose and intent of the ordinance.
- Section 5.37.020 provides definitions for the ordinance.
- Section 5.37.030 describes who has the authority to operate in the City.
- Section 5.37.040 describes the procedures taken to approve or deny a mobile vending permit.
- Section 5.37.050 states the regulations of sidewalk vendors, receptacles, and activities.

FISCAL IMPACT

The City will benefit from licensing fees.

ATTACHMENTS

- Ordinance No. 594

ORDINANCE NO. 593

AN ORDINANCE AMENDING TITLE 5 OF THE LINDSAY MUNICIPAL CODE, ADDING CHAPTER 5.37 MOBILE VENDING ESTABLISHING PERMITTING PROCEDURES AND REGULATIONS

THE CITY COUNCIL OF THE CITY OF LINDSAY DOES ORDAIN AS FOLLOWS:

Section 1. PURPOSE. The provisions of this ordinance are intended to permit and regulate mobile vending businesses in the City of Lindsay.

Section 2. CODE ENACTMENT. Lindsay Municipal Code, Title 5 is hereby amended to add Chapter 5.37 Mobile Vending Regulations as follows:

Chapter 5.37

Sidewalk Vending Regulations

5.37.010 Purpose and intent

The purpose of this chapter is to provide a clear and streamlined permitting process for mobile food vendors and to establish proper permit and regulatory procedures to ensure the health and safety of the community while at the same time promoting business in the city and providing additional food choices for city of Lindsay's residents and visitors.

5.37.020 Definitions

"Mobile food vendor" under this chapter shall mean any person that sells, or causes or allows another, whether as an employee or as an independent contractor leasing or renting equipment, to sell any food or drinks by means of a motorized or nonmotorized vehicle, such as catering truck, motorized cart, food truck, or other itinerant method. It also includes a nonmotorized vehicle which is not self-propelled, or which cannot be moved by a person pushing or pulling such nonmotorized vehicle. Where one person employs another person to sell food or drinks or where one person leases or rents equipment or a vehicle to another person to allow them to sell food or drinks, both individuals shall be considered mobile food vendors. Mobile food vendor shall not mean (A) any person operating under a concession agreement or other agreement with the city as a party to an agreement, or (B) a "sidewalk vendor" as defined by City ordinance No. 575 regarding Sidewalk Vending Regulations.

5.37.030 Authority to operate in the City

Any person who wishes to operate as a mobile food vendor within the city shall apply for and shall obtain a mobile food vendor permit issued by the Director of City Services and Planning, or their designee, and pay the mobile food vendor permit fee established by the City. The mobile vendor permit must be obtained prior to operating in the city.

Additionally, a mobile food vendor operating in the city must comply with all the provisions of this chapter, including obtaining any and/or all necessary business license(s) and County Health Department permits or certificates, and California Department of Tax and Administration Seller's Permit.

No person shall hire or allow others to use his or her equipment or vehicles or products, for mobile food vending in the city, unless that other person, whether as an employee, licensee, or independent contractor, holds a valid mobile food vendor permit and complies with all provisions of this code.

5.37.040 Issuance or denial of permit

The Director of City Services and Planning, or their designee, shall cause an investigation to be made of the facts stated in an application for a mobile vendor permit, and shall within thirty days issue a permit to the applicant if the Director, or their designee, finds that the applicant meets all the requirements of this chapter. Applications shall be processed in order of receipt. A decision to deny a permit shall be issued in writing with the basis for the denial, and if feasible, shall propose measures to cure any defects in the application. An applicant may appeal the decision to deny a permit to the city hearing officer. If no appeal is filed in a timely manner, the decision of the Director or their designee shall be final.

5.37.050 Operational requirements

Mobile food vendors shall comply with the following standards:

A. General Provisions.

1. Noise and amplified music shall comply with all applicable noise standards.
2. Exterior lighting must be hooded or shielded so as to not negatively impact vehicles and other uses in the vicinity of the mobile food truck.
3. The mobile food vendor must comply with all city, state, and federal laws. While operating in the public right-of-way, mobile vendors shall follow all applicable traffic laws and parking regulations, including time limits, and no-parking zones.
4. The sale of alcohol and tobacco products is prohibited.
5. Vendors shall not use or permit use of parking spaces on the site (e.g., customer queuing, tables, chairs, portable restrooms, signs, and any other ancillary equipment) if doing so will adversely affect the required off-street parking available for the primary use(s) of the site during peak periods as determined by the Director of City Services and Planning, or their designee.
6. The mobile vendor shall at all times ensure that the operation of the mobile food truck does not unreasonably interfere with the flow of pedestrian traffic and restricts access for persons with disabilities.
7. The mobile food vendor shall provide waste removal and shall be responsible for the collection and separation of trash/debris, organic waste, and recycling after each stop.

"Trash" includes material dispensed by the vendor as well as items that may be left by customers. Prior to leaving a location, the mobile food vendor shall ensure all trash within a 25-foot radius is picked up, regardless if the trash originated from the food truck.

8. Display of Permit and Information. No mobile food vendor shall operate in the city without conspicuously displaying on their person or vehicle the city-issued mobile food vendor permit and Tulare County Department of Environmental Health permit.
9. No vending shall occur between the hours of 12:00 a.m. and 7:00 a.m. and no overnight parking shall be permitted. On a case-by-case basis, the Director of City Services and Planning, or their designee, may require shorter hours of operation or allow longer hours of operation depending on the type of vending and location.
10. Restaurant and School Spacing for Mobile Food Vendors
 - a. Vendors shall not operate within fifty (50) feet of an existing brick and mortar restaurant during the restaurant's normal business hours, with the following exceptions:
 - i. The mobile food vendor is operating as part of a City approved special event.
 - ii. The mobile food vendor has prior written permission of a restaurant owner to operate on the property of that existing business.
 - b. Mobile food vendors shall not operate within three hundred (300) feet of a school, except with written approval from the school, between the hours of 7:30 a.m. and 3:30 p.m.
11. A mobile food vendor may not operate within exclusively residential districts except as follows:
 - a. On properties for nonresidential uses, such as schools and religious assembly facilities, with prior written authorization from the property owner.
 - b. On properties where the mobile food vendor has been hired to cater at a private residence at no cost to the guests.
12. City Parks
 - a. Lindsay City Park
 - i. Mobile food vendors may only park and sell along the South side of Ono City Parkway for a maximum of 4 hours during the hours of 7:00 a.m. and 8:00 p.m., except when a City approved special event is taking place
 - b. Olive Bowl Park
 - i. Mobile food vendors may park along South Olive Avenue and West Apia Street for a maximum of 4 hours during the hours of 7:00 a.m. and 8:00 p.m., except when a City approved special event is taking place
13. City Hall

- a. Mobile food vendors may park along Honolulu directly in front of City Hall only with written permission from the Director of City Services and Planning, or their designee.

All other code sections in Title 5 of the Lindsay Municipal Code shall remain unchanged.

Section 4. CEQA REVIEW. The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(2) [the activity will not result in direct or reasonably foreseeable indirect physical changes in the environment].

Section 5. NO LIABILITY. The provisions of this ordinance shall not in any way be construed as imposing any duty of care, liability or responsibility for damage to person or property upon the City of Lindsay, or any official, employee or agent thereof.

Section 6. PENDING ACTIONS. Nothing in this ordinance or in the codes hereby adopted shall be construed to affect any suit or proceeding pending or impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance or code repealed by this ordinance, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 7. SEVERABILITY. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this ordinance, or its application to any other person or circumstance. The City Council of the City of Lindsay hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

Section 8. CONSTRUCTION. The City Council intends this ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this ordinance shall be construed in light of that intent. To the extent the provisions of the Lindsay Municipal Code as amended by this ordinance are substantially the same as provisions in the Lindsay Municipal Code existing prior to the effectiveness of this ordinance, then those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

Section 9. EFFECTIVE DATE. The foregoing ordinance shall take effect thirty (30) days from the date of the passage hereof. Prior to the expiration of fifteen (15) days from the enactment hereof a certified copy of this ordinance shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1) and a summary shall be published once in the Porterville Recorder, a newspaper printed and published in the City of Porterville, State of California, together with the names of the Council members voting for and against the same.

THE FOREGOING ORDINANCE, read by title only with waiving of the reading in full, was introduced at a regularly scheduled meeting on the __th day of _____ 2021.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council held on the __th day of _____ 2021.

CITY COUNCIL OF THE CITY OF LINDSAY

Ramona Caudillo, Mayor

ATTEST:

Mayra Espinoza-Martinez, City Clerk



STAFF REPORT

TO: Lindsay City Council
FROM: Francesca Quintana, Executive Assistant/Deputy City Clerk
DEPARTMENT: City Manager
ITEM NO.: 11.2
MEETING DATE: December 14, 2021

ACTION & RECOMMENDATION

First Reading of **Ordinance 592**, An Ordinance Providing for the Payment of Salaries to Members of the City Council in the City of Lindsay and Declaring the Operative and Effective Dates of Said Ordinance.

BACKGROUND | ANALYSIS

In 1966 City Council members approved a monthly stipend of \$50.00 for Council Members and \$75.00 for the Mayor. Under current state law, cities with a population up to and including 35,000 are permitted to award a maximum of \$300 per month. As of the 2020 census, the population in the City of Lindsay was 13,463. Councilmembers do not currently receive health benefits or any other related benefits.

Based upon research of comparable cities and the date upon which the salaries were last set, City staff recommends an increase to the monthly stipend for all Councilmembers, with an additional stipend for the Mayor and Mayor Pro Tem.

The proposed total amounts are as follows:

- \$250/month for Councilmembers not serving as Mayor or Mayor Pro Tem
- \$275/month for Mayor Pro Tem
- \$300/month for Mayor

The increase is recommended based on a desire to accurately reflect the time, effort, and meaningful contributions the City Council makes to the community.

If approved by Council, this ordinance would become effective in November 2022, or as soon as possible after the certification of election results. Per Section 3.05 of the Charter of the City of Lindsay, "The City Council may determine the annual salary of Councilmembers by ordinance, but no ordinance increasing such salary shall become effective until the date of the commencement of the terms of Councilmembers elected at the next regular election."



STAFF REPORT

Table 1: Council Compensation Data

Council Compensation			
City	Council Members	Mayor	Mayor Pro Tem / Vice Mayor
Porterville	\$20 per meeting	\$25 per meeting	N/A
Exeter	\$10 per meeting	\$10 per meeting	N/A
Tulare	\$5 per meeting	\$5 per meeting	N/A
Farmersville	\$300 a month	\$300 per month	N/A
Lemoore	\$300 per month	\$400 per month	N/A
Reedley	\$150 per month	\$150 per month	N/A
Madera	\$500 per month	\$500 per month	N/A
Visalia	District 1-2: \$1,031.52 District 3-4: \$991.72	District 1-2: \$1,031.52 District 3-4: \$991.72	N/A

FISCAL IMPACT

FUND: 101

EXPENSE ACCOUNT: 1014010-037012 CITY COUNCIL STIPEND

ATTACHMENTS

- Ordinance 592

ORDINANCE NO. 592

An Ordinance Providing for the Payment of Salaries to Members of the City Council in the City of Lindsay and Declaring the Operative and Effective Dates of Said Ordinance

THE CITY COUNCIL OF THE CITY OF LINDSAY DOES ORDAIN AS FOLLOWS:

Section 1. PURPOSE. This ordinance is enacted pursuant to California Government Code Section 36516 and Section 3.05 of the Charter of the City of Lindsay, and rescinding Ordinance 293 in full.

Section 2. FINDINGS.

- A. Compensation for members of the City Council shall be established by ordinance in accordance with provisions of Sections 36516 of the California Government Code as such provisions now exist or may thereafter be amended.
- B. The last City Council salary increase occurred in 1966 establishing a monthly salary of fifty dollars (\$50) for Councilmembers and seventy-five dollars (\$75) month for Mayor.
- C. California Government Code Section 36515 provides in relevant part that a City Council may enact an ordinance providing that each member of the City Council shall receive a salary, the maximum amount of which shall be three-hundred dollars (\$300) per month in cities with a population up to and including 35,000 in population.
- D. As of the 2020 U.S. Census, the population in the City of Lindsay was 13,463.
- E. Section 3.05 of the City Charter of the City of Lindsay stipulates that the City Council may determine the annual salary of Councilmembers by ordinance, but no ordinance increasing such salary shall become effective until the date of the commencement of the terms of Councilmembers elected at the next regular election.
- F. California Government Code Section 36516.5 stipulates that a change in compensation does not apply to a council member during the council member's term of office. This prohibition shall not prevent the adjustment of the compensation of all members of a council serving staggered terms whenever one or more members of the city council becomes eligible for a salary increase by virtue of the council member beginning a new term of office.

- G. The next regular election at which one or more members of the Lindsay City Council will become eligible for a salary increase by virtue of the council member(s) beginning a new terms of office will take place in November 2022.
- H. In accordance with the Government Code and the City Charter, the City Council wishes to increase its monthly salary to two-hundred fifty dollars (\$250) for Councilmembers, two-hundred seventy-five dollars (\$275) for Mayor Pro Tem, and three-hundred dollars (\$300) for Mayor. The salaries shall be payable from and after the operative date of this ordinance at the same time and in the same manner as the salaries are paid to other officers and employees of the City of Lindsay.

Section 2. REIMBURSEMENT. The salaries prescribed herein are and shall be exclusive of any amounts payable to each member of the Council as reimbursement for actual and necessary expenses incurred by them in the performance of official duties for the City of Lindsay.

Section 3. OPERATIVE DATE. This ordinance shall become operative only on and after the date upon which one or more members of the Council of the City of Lindsay becomes eligible for the compensation prescribed herein by virtue of beginning a new term of office following the certification of the November 2022 general municipal election results next succeeding its effective date.

Section 4. EFFECTIVE DATE. This ordinance shall be effective immediately from and after the date of its passage.

Section 5. CEQA REVIEW. The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(2) [the activity will not result in direct or reasonably foreseeable indirect physical changes in the environment].

Section 6. NO LIABILITY. The provisions of this ordinance shall not in any way be construed as imposing any duty of care, liability or responsibility for damage to person or property upon the City of Lindsay, or any official, employee or agent thereof.

Section 7. PENDING ACTIONS. Nothing in this ordinance or in the codes hereby adopted shall be construed to affect any suit or proceeding pending or impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance or code repealed by this ordinance, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 8. SEVERABILITY. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this ordinance, or its application to any other person or circumstance. The City Council of the City of Lindsay hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

Section 9. CONSTRUCTION. The City Council intends this ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this ordinance shall be construed in light of that intent. To the extent the provisions of the Lindsay Municipal Code as amended by this ordinance are substantially the same as provisions in the Lindsay Municipal Code existing prior to the effectiveness of this ordinance, then those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

THE FOREGOING ORDINANCE, read by title only with waiving of the reading in full, was introduced at a regularly scheduled meeting on the ____th day of _____ 2021.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council held on the ____th day of _____ 2021.

CITY COUNCIL OF THE CITY OF LINDSAY

Ramona Caudillo, Mayor

ATTEST:

Mayra Espinoza-Martinez, City Clerk



STAFF REPORT

TO: Lindsay City Council
FROM: Joseph Tanner, City Manager
DEPARTMENT: City Manager
ITEM NO.: 12.3
MEETING DATE: December 14, 2021

ACTION & RECOMMENDATION

Public Hearing to Obtain Comments Regarding the City of Lindsay's Allocation of American Rescue Plan Act (ARPA) Grant Funds and Recommendations on the Use of Funds.

BACKGROUND | ANALYSIS

On March 11, 2021, the American Rescue Plan Act of 2021 (ARPA) was signed into law making available \$350 billion through the State and Local Fiscal Recovery Funds (SLFRF) to assist states, tribal governments and local governments. The City of Lindsay's allotment of funds is \$3,220,636.00. These funds are intended to cover eligible costs incurred from March 3, 2021, through December 31, 2024. To date, the City has not spent any ARPA funds.

City staff has worked diligently to perform analysis of the City's comprehensive needs as they relate to the strict eligible uses outlined by the US Department of Treasury. Notably, ARPA funds are not eligible to be used for street improvement projects.

Proposed Timeline

December 4, 2021	City publishes notice of ARPA Public Hearing
December 8, 2021	City launches online community survey poll in both English and Spanish to solicit public input.
December 14, 2021	ARPA Public Hearing
December 15, 2021	Online community survey poll closes.
December 16, 2021 – January 7, 2022	City Staff drafts an ARPA Spending Plan in compliance with all US Department of Treasury requirements and regulations.
January 11, 2022	City Council considers ARPA Spending Plan for final approval.



STAFF REPORT

Proposed Expenditures by Eligible Use Category

Infrastructure Projects (56% of Total ARPA Funds)

- Water Projects: \$1,549,350.00
- Sewer Projects: \$242,500.00

Address Negative Economic Impacts (24% of Total ARPA Funds)

- Community Grants: \$100,000.00
- Community Projects: \$678,000.00

Services to Disproportionately Impacted Communities (8% of Total ARPA Funds)

- Parks Projects: \$262,000.00

Premium Pay to City of Lindsay Essential Workers (3% of Total ARPA Funds)

- Premium Pay: \$96,000.000

Project Administration Costs (9% of Total ARPA Funds)

- Project Administration: \$292,785.00

FISCAL IMPACT

There would be no direct cost to the City's General Fund for the planned expenditures.

ARPA expenditures would be sourced from the City's share of the State and Local Fiscal Recovery Funds (SLFRF) of \$3,220,636.00

ATTACHMENTS

- City of Lindsay ARPA Allocation – Comprehensive Needs List

America Recovery Plan Act (ARPA)

City of Lindsay Allocation \$3,220,636.00

ARPA Funds to cover eligible costs incurred from March 3, 2021 through December 31, 2024

ARPA Category	Project List	Estimated Cost	% Allocation of Total ARPA Funds
<u>Invest in Water and Sewer Infrastructure</u>			
	<u>WATER PROJECTS</u>		
	Water System Generators	\$ 140,000.00	
	Urban Water Management Plan	\$ 75,000.00	
	Fire Flow Study	\$ 60,000.00	
	Water Main Line Replacement Lafayette/Sycamore Ave	\$ 350,000.00	
	Ave 240 Water Service Project	\$ 250,000.00	
	WTP Filter Bank Renovation A	\$ 250,000.00	
	DBP Mitigation Project	\$ 350,000.00	
	Turbidameter Replacement A	\$ 45,000.00	
	Water Plant Upgrades	\$ 29,350.00	
	SUBTOTAL	\$ 1,549,350.00	
	<u>SEWER PROJECTS</u>		
	WWTP - CLARIFIER GATE VALVES (3)	\$42,500.00	
	Orange Ave/Harvard Park	\$100,000.00	
	WWTP - Clarifier Repairs	\$100,000.00	
	SUBTOTAL	\$ 242,500.00	
	TOTAL (INFRASTRUCTURE)	\$ 1,791,850.00	56%
<u>Address Negative Economic Impacts Caused by the Public Health Emergency</u>			
	<u>COMMUNITY GRANTS</u>		
	Community Grant Program (Small Business Assistance)	\$ 50,000.00	
	Grant Funding, Development, and Writing Services	\$ 50,000.00	
	SUBTOTAL	\$ 100,000.00	
	<u>COMMUNITY PROJECTS</u>		
	284 E Hermosa Rehabilitation	\$ 200,000.00	
	Economic Development and Revitalization	\$ 230,000.00	
	Economic Development Coordinator	\$ 75,000.00	
	Downtown Infrastructure	\$ 173,000.00	
	SUBTOTAL	\$ 678,000.00	
	TOTAL (NEGATIVE ECONOMIC IMPACTS)	\$ 778,000.00	24%
<u>Services to Disproportionately Impacted Communities</u>			
	<u>PARKS PROJECTS</u>		
	Olive Bowl Renovation Project	\$ 262,000.00	
	SUBTOTAL	\$ 262,000.00	
	TOTAL (DISPROPORTIONATELY IMPACTED COMMUNITIES)	\$ 262,000.00	8%
<u>Premium Pay to Essential Workers</u>			
	<u>PREMIUM PAY</u>		
	Premium pay to eligible workers of the City of Lindsay	\$ 96,000.00	
	SUBTOTAL	\$ 96,000.00	
	TOTAL (ESSENTIAL WORKERS)	\$ 96,000.00	3%
<u>Replace Lost Public Sector Revenue</u>			
	<u>LOST REVENUE</u>		
	None to report.	\$ -	
	SUBTOTAL	\$ -	
	TOTAL (LOST REVENUE)	\$ -	0%
<u>ARPA Project Administration Costs</u>			
	<u>PROJECT ADMINISTRATION</u>		
	Administration Costs (10%)	\$ 292,785.00	
	SUBTOTAL	\$ 292,785.00	
	TOTAL ANTICIPATED PROJECT ADMINISTRATION COSTS	\$ 292,785.00	9%
	GRAND TOTAL	\$ 3,220,635.00	100%



STAFF REPORT

TO: Lindsay City Council
FROM: Joseph Tanner, City Manager
DEPARTMENT: City Manager
ITEM NO.: 12.1
MEETING DATE: December 14, 2021

ACTION & RECOMMENDATION

Consider the Minute Order Approval of Job Description for Director of Public Safety and Formation of Ad-Hoc Recruitment Committee.

BACKGROUND | ANALYSIS

The City plans to begin recruitment efforts for the position of Director of Public Safety starting in January 2022. Staff recommends that Council appoint from among its members two representatives to serve on an Ad-Hoc Recruitment Committee that will aid in the panel interview portion of the recruitment process. The Ad-Hoc Recruitment Committee will seat a total of 5-7 interview panelists comprised of both Councilmembers, members of staff, and potentially guest interview panelists from neighboring police departments. The City Manager will observe said interviews but will not directly participate as a panelist.

It is the policy of the City of Lindsay to screen for any potential conflicts of interest in the recruitment process and adequately mitigate against the appearance of any bias, real or perceivable.

FISCAL IMPACT

TBD - Non-exempt contract employee.

ATTACHMENTS

- Director of Public Safety Job Description



City of Lindsay

JOB DESCRIPTION

PUBLIC SAFETY DIRECTOR

Class Title:	PUBLIC SAFETY DIRECTOR	Salary Range:	CONTRACT
Department:	PUBLIC SAFETY	Step Range:	NONE
Location:	185 N. GALE HILL AVE., LINDSAY	Status:	FULL-TIME/NONEXEMPT
Date:	MM/DD/YYYY	Union:	NONE

GENERAL PURPOSE:

Under administrative direction, plans, organizes, manages a variety of complex administrative, supervisory and professional work in planning, coordinating and directing the activities of the Police & Fire Department. Including patrol, traffic, investigations, internal affairs, community policing, and support services; to ensure the enforcement of laws and municipal ordinances, protection of life and property and preservation of order.

SUPERVISION RECEIVED:

Works under the general guidance and direction of the City Manager.

SUPERVISION EXERCISED:

Exercises supervision over all police department staff directly or through subordinate supervisors.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Plans, coordinates, supervises and evaluates police department operations.
- Develops policies and procedures for the Department in order to implement directives from the City Council or Manager.
- Plans and implements a law enforcement program for the City in order to better carry out the policies and goals of City Management and Council; reviews Department performance and effectiveness, formulates programs or policies to alleviate deficiencies.
- Coordinates the information gathered and work accomplished by various officers; assigns officers to special investigations as the needs arise for their specific skills.
- Assures that personnel are assign to shifts or working units which provide optimum effectiveness in terms of current situations and circumstances governing deployment.
- Evaluates evidence, witnesses, and suspects in criminal cases to correlate all aspects and to assess for trends, similarities, or for associations with other cases.



City of Lindsay

JOB DESCRIPTION

PUBLIC SAFETY DIRECTOR

- Supervises and coordinates the preparation and presentation of an annual budget for the Department; directs the implementation of the department's budget; plans for and reviews specifications for new or replaced equipment.
- Directs the development and maintenance of systems, records and legal documents that provide for the proper evaluation, control and documentation of police department operations.
- Trains and develops Department personnel.
- Handles grievances, maintains Departmental discipline and the conduct and general behavior of assigned personnel.
- Prepares and submits periodic reports to the City Manager regarding the Department's activities, and prepares a variety of other reports as appropriate.
- Meets with elected or appointed officials, other law enforcement officials, community and business representatives and the public on all aspects of the Department's activities.
- Attends conferences and meetings to keep abreast of current trends in the field; represents the City Police Department in a variety of local, county, state and other meetings.
- Cooperates with County, State and Federal law enforcement officers as appropriate where activities of the police department are involved.
- Ensures that laws and ordinances are enforced and that the public peace and safety is maintained.

PERIPHERAL DUTIES:

- Directs investigation of major crime scenes.
- Performs the duties of subordinate personnel as needed.
- Analyzes and recommends improvements to equipment and facilities, as needed.

MINIMUM QUALIFICATIONS:

Education and Experience:

- (A) Graduation from a college or university with a bachelor's degree in police science, law enforcement, criminal justice, public administration or a closely related field, and
- (B) Seven (7) years of experience in police work, three years of which must have been equivalent to police sergeant or higher, and
- (C) Valid Management Certificate Issued by the California State Commission on Peace Officer Standards and Training (P.O.S.T.)
- (D) Possession and Maintenance of Firearms Qualification.



City of Lindsay

JOB DESCRIPTION

PUBLIC SAFETY DIRECTOR

Necessary Knowledge, Skills and Abilities:

- (A) Thorough knowledge of modern law enforcement principles, procedures, techniques, and equipment; Considerable knowledge of applicable laws, ordinances, and department rules and regulations;
- (B) Skill in the use of the tools and equipment listed below.
- (C) Ability to train and supervise subordinate personnel; Ability to perform work requiring good physical condition; Ability to communicate effectively orally and in writing; Ability to establish and maintain effective working relationships with subordinates, peers and supervisors; Ability to exercise sound judgment in evaluating situations and in making decisions; Ability to give verbal and written instructions; Ability to meet the special requirements listed below;

SPECIAL REQUIREMENTS:

- (A) Must possess, or be able to obtain by time of hire, a valid State Driver's License without record of suspension or revocation in any state;
- (B) Ability to meet Department's physical standards;
- (C) Basic law enforcement training certification or equivalent.
- (D) Possession of the Advanced Police Officer Standards and Training Certificate.
- (E) Possession of the Supervisory and/or Management Police Officer Standards and Training Certificate desirable.

TOOLS AND EQUIPMENT USED:

Police car, police radio, radar gun, handgun and other weapons as required, sidehandle baton, handcuffs, breathalyzer, pager, first aid equipment, personal computer including word processing software.

PHYSICAL DEMANDS:

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 stand; walk; use hands to finger, handle, or operate objects, controls, or tools listed above; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and taste or smell.



City of Lindsay

JOB DESCRIPTION

PUBLIC SAFETY DIRECTOR

The employee must occasionally lift and/or move more than 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, 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.

While performing the duties of this job, the employee frequently works in outside weather conditions. The employee occasionally works near moving mechanical parts; in high, precarious places; and with explosives and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, extreme cold, extreme heat, and vibration.

The noise level in the work environment is usually moderate.

SELECTION GUIDELINES:

Formal application and resume, rating of education and experience; oral interviews and, live scan, extensive background, medical, psychological exam, reference check; job related tests may be required.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

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.

BENEFITS:

10 Vacation Days, 13 Holidays, 10 Sick Leave days, 10 Administrative Leave Days, Medical, Dental and Vision Plans, Life Insurance, Cal-Pers Retirement, 457(b) Deferred Compensation Plan with matching contribution up to 7.5%, Aflac, Cafeteria Plan, and Wellness Incentive Program. Benefits will be discussed with the successful candidate. Please see City of Lindsay website Human Resource page for further details.



City of Lindsay

JOB DESCRIPTION

PUBLIC SAFETY DIRECTOR

ADDITIONAL SALARY INCREASES:

- *An increase of 3% increase or minimum of seventy-five (\$0.75) effective January 1, 2022.*

COVID-19 CONSIDERATIONS:

Protecting the health and safety of our communities — including our teams and of those considering a career with the City of Lindsay— is our highest priority. We continue to closely monitor the evolving situation and we appreciate your understanding and flexibility with any related changes to our interviewing process. Those selected to interview will be contacted via email with instructions for a virtual or physical interview.

The City of Lindsay is committed to doing everything we can to keep our staff and community safe and it will continue to adhere to all CAL/OSHA COVID-19 Emergency Temporary Standards.



STAFF REPORT

TO: Lindsay City Council
FROM: Joseph M. Tanner, City Manager
DEPARTMENT: City Manager
ITEM NO.: 12.2
MEETING DATE: December 14, 2021

ACTION & RECOMMENDATION

Consider the Minute Order Approval of Job Description for Economic Development Coordinator.

BACKGROUND | ANALYSIS

In addition to the essential duties and responsibilities as described in the Economic Development Coordinator job description, this position will serve as the point-person for coordinating the city's economic development and revitalization efforts, especially in the Downtown area, as well as related CDBG activities. This includes implementing the City's proposed projects and programs under the ARPA recovery plan, as well as overseeing the entirety of operations for the Friday Night Market/Lindsay Farmers Market.

The Economic Development Coordinator will work under the broad direction of the City Manager or their designee, including department heads. This will allow for greater flexibility in making full use of the Economic Development Coordinator's skill set and time depending on seasonal needs.

The essential duties and responsibilities of the Economic Development Coordinator include, but are not limited to:

- Screen potential vendors for suitability of merchandise and financial responsibility
- Manage all vendor application, communications, a scheduling, and reporting
- Collect rental fees from vendors and maintain accurate records of payment
- Ensure smooth operations and provide necessary, appropriate and timely response to event personnel and the community during operations
- Ensures safety and cleanliness of the site before, during and at the conclusion of each market
- Plan, organize, and implement activism and procedures for assigned city events
- Ensure all city events maintain compliance with state, county, and applicable local regulations and ordinances
- Promote economic development among local businesses
- Assists in the development of media releases, fliers, and other promotional materials for program activities; orders supplies and materials necessary for program operations



STAFF REPORT

FISCAL IMPACT

\$41,974 – \$56,243 Annual Salary (ARPA Funding Eligible)

ATTACHMENTS

- Economic Development Coordinator Job Description



City of Lindsay
ECONOMIC DEVELOPMENT COORDINATOR
EMPLOYMENT OPPORTUNITY
OPEN RECRUITMENT

Position Class Title: ECONOMIC DEVELOPMENT COORDINATOR **Salary:** \$20.18-\$27.04 HR./\$3,498-4,688 MO.
Department: CITY SERVICES (TIER 1)
Location: 150 N MIRAGE, LINDSAY **Salary:** \$20.18-\$24.81 HR./\$3,498-\$4,300MO.
Date: MM/DD/YYYY (TIER 2)
Step: STEP 1-7
Status: FULL-TIME
Union: MISC. EMPLOYEES

Interested applicants please submit at the City of Lindsay Website at www.lindsay.ca.us
Deadline: Open until Filled

GENERAL PURPOSE:

This position will work on a wide variety of projects in the downtown, with a particular focus on event management and economic development, covering such topics as marketing, grant research and management, outreach to local businesses, job creation, and workforce issues.

Assist in the planning, organization, and implementation of activities and procedures for the Lindsay Farmers Market; work directly with vendors, sponsors, nonprofits, and entertainers; maintain records and reports; assist in city economic development; and perform related work as required. Coordinator will work closely with, local officials, community groups, businesses, and institutions.

SUPERVISION RECEIVED:

Works under the close supervision of the City Manager or their designee(s).

SUPERVISION EXERCISED:

Exercises supervision over independent contractors at city sanctioned events.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Duties may include but are not limited to:

- Help to develop plans, policies, zoning, permitting procedures, and programs to achieve sustainable and equitable economic development;
- Create strategies to help businesses and local governments to promote economic development;
- Support municipal and regional strategies to advance workforce development goals, with a focus on small business issues, quality employment, living wage career pathways, entrepreneurship, and wealth creation tools for lower-income individuals;
- Plan, organize and implement activities and procedures for assigned city events;
- Assist in city economic development;
- Assist in the implementation and management of the City's related CDBG funds and activities;
- Promote local Farmers Market and city events to residents and other surrounding communities;



City of Lindsay
ECONOMIC DEVELOPMENT COORDINATOR
EMPLOYMENT OPPORTUNITY
OPEN RECRUITMENT

- Screen potential vendors for suitability of merchandise and financial responsibility;
- Manage all vendor applications, communications, scheduling, and reporting;
- Ensure city events maintain compliance with state, county and local regulations and ordinances;
- Ensures that all independent contractors use approved scales and have obtained all required state and/or local permits, licenses and registrations;
- Collect rental fees from vendors and maintain accurate records of payment;
- Ensure smooth operations and provide necessary, appropriate and timely response to event personnel and the community during operations;
- Ensures safety and cleanliness of the site before, during and at the conclusion of each market;
- Serve as a liaison with vendors, local businesses, community organization and local government authorities, including law enforcement authorities, to ensure consistent and accurate communication and ongoing collaboration;
- Keep accurate weekly records of market activities;
- Continually evaluate the markets strengths and weaknesses. Conduct customer surveys, track overall sales, and monitor for potential improvements in daily logistics, outreach efforts, and product selection;
- Works with local agencies and service organizations to coordinate activities; prepares periodic reports detailing the status of program activities;
- Maintains program records;
- Develops and maintains cooperative working relations with community organizations;
- Assists in the development of media releases, fliers, and other promotional materials for program activities; orders supplies and materials necessary for program operations

KNOWLEDGE, ABILITIES AND SKILLS:

- Demonstrated ability to work effectively with community groups, government officials, and other key stakeholders, especially local elected and appointed officials;
- Experience providing professional planning and/or economic development assistance to local governments;
- Familiarity with key economic development laws, regulations, programs, and tools of federal, state and/or local government;
- Strong research, writing, and communication skills,
- Basic knowledge of building codes;
- Knowledge of intermediate math;
- Standard report preparation and research methods;
- Computer software; Word, Excel, Power Point, Adobe Acrobat and related programs;
- Ability to effectively meet and deal with the public and provide excellent customer service;
- Ability to communicate effectively and professionally both verbally and in writing;
- Excellent time management skills and ability to handle stressful situations;
- English-Spanish Bilingual Strongly Preferred;



City of Lindsay
ECONOMIC DEVELOPMENT COORDINATOR
EMPLOYMENT OPPORTUNITY
OPEN RECRUITMENT

PERIPHERAL DUTIES:

- Assists with issue of routine, non-technical permits.
- May attend other committee meetings.
- Possible evening meetings, occasional weekend meetings, and local travel.

DESIRED MINIMUM QUALIFICATIONS:

Any combination of education and experience that would provide the required knowledge, abilities and skills is qualifying. A typical way to obtain the qualifications would be:

Education

- AA/AS and continuing college education in related fields and 2 year's experience in said field with increasingly responsible administrative, clerical, planning, public policy/administration, or economic development experience, **or**

Experience:

- One (1) year of full-time experience in organizing, planning and implementing special events or economic development programs and activities or closely related field.

LICENSE OR CERTIFICATE:

- Valid California Class C Driver's License;
- (B) Certified Permit Technician Certification required to be completed within the first twelve (12) months of employment.

PHYSICAL DEMANDS:

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. 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.

SELECTION GUIDELINES:

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



City of Lindsay
ECONOMIC DEVELOPMENT COORDINATOR
EMPLOYMENT OPPORTUNITY
OPEN RECRUITMENT

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

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.

BENEFITS:

Employees Hired prior to 07/01/2018 TIER 1 \$3,498-4,688/mo.

Employees Hired after 07/01/2018 TIER 2 \$3,498-\$4,300/mo.

10 Vacation Days, 13 Holidays, 10 Sick Leave days, 100% Employee Covered Medical, Dental and Vision Plans, Life Insurance, CalPers Retirement, Deferred Compensation Plan City Match, Aflac and Cafeteria Plan. and Wellness Incentive Program. Please see City of Lindsay website Human Resource page for further details.

ADDITIONAL SALARY INCREASES:

Effective on March 24, 2020 or the employee's date of hire, all members shall receive a three percent (3%) hazard pay salary increase or a minimum salary increase of seventy-five cents (\$0.75) an hour, whichever is greater. This hazard pay increase shall continue until the Lindsay City Council takes action to end the declared emergency, the declaration of emergency expires, or until December 31, 2021.

An increase of 3% increase or minimum of seventy-five (\$0.75) effective January 1, 2022.

COVID-19 CONSIDERATIONS:

Protecting the health and safety of our communities including our teams and of those considering a career with the City of Lindsay is our highest priority. We continue to closely monitor the evolving situation and we appreciate your understanding and flexibility with any related changes to our interviewing process. Those selected to interview will be contacted via email with instructions for a virtual or physical interview.

The City of Lindsay is committed to doing everything we can to keep our staff and community safe and it will continue to adhere to all CAL/OSHA COVID-19 Emergency Temporary Standards.



STAFF REPORT

TO: Lindsay City Council
FROM: Joseph M. Tanner, City Manager
DEPARTMENT: City Manager
ITEM NO.: 12.3
MEETING DATE: December 14, 2021

ACTION & RECOMMENDATION

Consider the Minute Order Approval of Contract with Retail Strategies, LLC for Professional Economic Development Services that Include Technical Assistance for Small Business Owners, Retail Recruitment, and a Five-Year Vision Plan for Downtown, and Authorizing the City Manager to Execute Any Documents Thereto.

BACKGROUND | ANALYSIS

On March 11, President Joe Biden signed the American Rescue Plan Act 2021 (ARPA), which launched the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) to provide \$350 billion in emergency funding for state and local governments. The emergency economic stimulus bill provides fiscal aid to address the ongoing COVID-19 public health crisis. The SLFRF provides funding to meet local needs, including COVID19 response, replacing public sector revenue loss, premium pay for essential workers, improving facilities to ensure health and safety, increase usage of outdoor spaces, as well as investing in public infrastructure.

The COVID-19 public health emergency resulted in significant economic hardship for many Lindsay residents. As businesses closed, consumers stayed home, schools shifted to remote education, and travel declined precipitously. To help alleviate the economic hardships caused by the pandemic, Coronavirus State and Local Fiscal Recovery Funds enable eligible local governments to provide a wide range of assistance to small businesses.

Supporting small businesses, helping them to address financial challenges caused by the pandemic and to make investments in COVID-19 prevention and mitigation tactics, as well as to provide technical assistance. To achieve these goals, recipients may employ this funding to execute a broad array of in-kind assistance, and counseling programs to enable small businesses to rebound from the downturn.

Coronavirus State and Local Fiscal Recovery Funds allow for a broad range of uses to address the disproportionate public health and economic impacts of the crisis on the hardest-hit communities, populations, and households.

The City of Lindsay released a Request for Proposal/Request for Qualifications for retail recruitment and small business assistance. The only response was received from Retail Strategies. The following services were offered in their proposal.



STAFF REPORT

Small Business Support

Customized training for existing small business owners to maximize operations, sales, and profit through a series of group trainings and one-on-one consultation. Programs include online sales, restaurant recovery, shop local, and funding resources.

Downtown Revitalization

Retail Strategies will develop a 5-year plan and deliver a very practical and tangible steps to enhance the aesthetics and viability of the downtown. The approach includes an in-market workshop, data, experiences, and local feedback to deliver the plan

Retail Recruitment

Based on data, real estate assets, community input and retail trends, Retail Strategies will develop and implement a national retail recruitment strategy with specific restaurant, grocery, apparel, home improvement, entertainment, and hospitality targets.

FISCAL IMPACT

The contract will be funded through American Rescue Plan and will have no impact to the General Fund. The total cost of the contract for all services is \$230,000 for a three-year period plus an administrative fee of \$23,000 for staff time and cost to manage the program bringing the total fiscal impact to \$253,000.

Year 1 – \$110,000

Retail Recruitment:	\$40,000
Downtown Strategic Vision Workshop:	\$25,000
Strategic Vision Implementation Support	\$20,000
Small Business Support	\$25,000

Year 2 – \$60,000

Retail Recruitment:	\$40,000
Downtown Strategic Vision Workshop:	\$25,000

Year – \$60,000

Retail Recruitment:	\$40,000
Downtown Strategic Vision Workshop:	\$25,000

ATTACHMENTS

- Retail Strategies Proposal
- Professional Services Agreement between the City of Lindsay and Retail Strategies, LLC

LINDSAY, CALIFORNIA

Market Guide

lindsay.ca.us

City Contact Information



Joe Tanner
City Manager

jtanner@lindsay.ca.us

(559) 562 - 7100 ext. 8010

City of Lindsay
251 E Honolulu
Lindsay, CA 93247

Peer Analysis

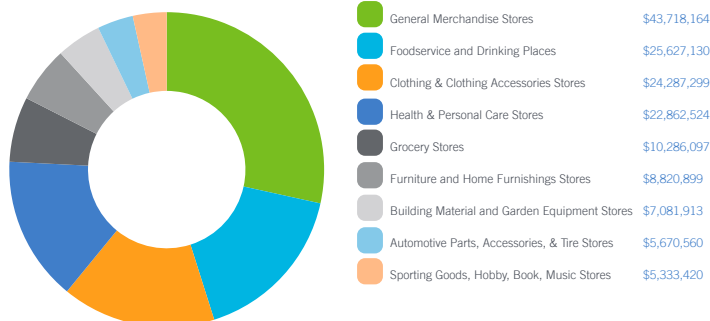
The Peer Analysis, built by Retail Strategies along with our analytics partner (Tetrad), identifies analogue retail nodes within a similar demographic and retail makeup. The Peer Analysis is derived from a 5 or 10 minute drive time from major comparable retail corridors throughout the country. The variables used are population, income, daytime population, market supply and gross leasable area. The following are retail areas that most resemble this core city:

Peer Trade Areas

- Grants Pass, OR 3625 Merlin Rd
- Red Bluff, CA 755 Walnut Street
- Cottonwood, AZ 408 S Main St
- Yuma, AZ 12680 S. foothills Blvd.
- Tucson, AZ 9950 S Nogales Highway
- Wasco, CA 1850 Highway 46
- Shafter, CA 337 E. Ierdo Hwy.
- Corcoran, CA 1802 Dairy Avenue

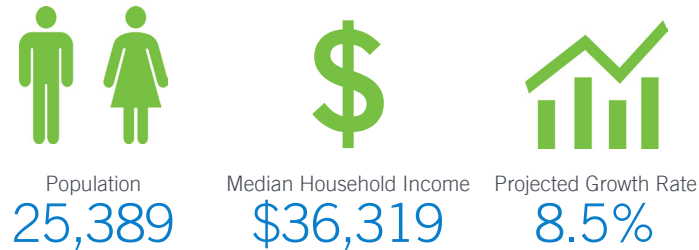
GAP Analysis \$153,688,006 (Custom Trade Area)

The Gap Analysis is a summary of the primary spending Gaps segmented by retail category. It measures actual consumer expenditures within the City's trade area and compares it to the potential retail revenue generated by retailers in the same area. The difference between the two numbers reflects leakages, or the degree to which consumers travel outside the community for certain retail goods and services. The Gap analysis is a useful tool to gauge retail supply and demand within the community.

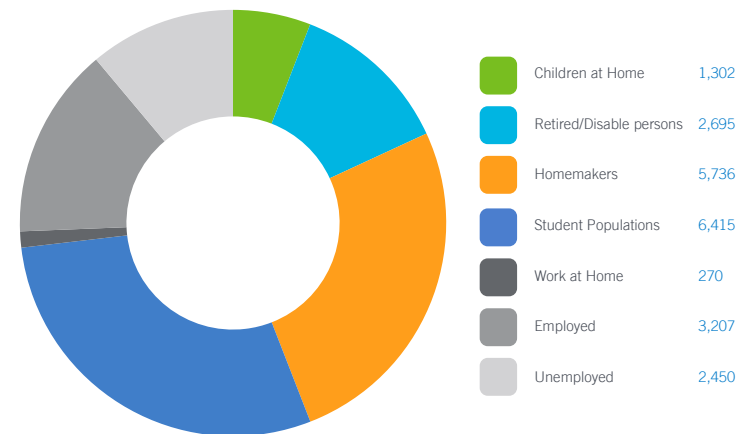


Demographics

(Custom Trade Area)



Daytime Population 22,074 (Custom Trade Area)



Focus Categories

The top categories for focused growth in the municipality are pulled from a combination of leakage reports, peer analysis, retail trends and real estate intuition. Although these are the top categories, our efforts are inclusive beyond the defined list.

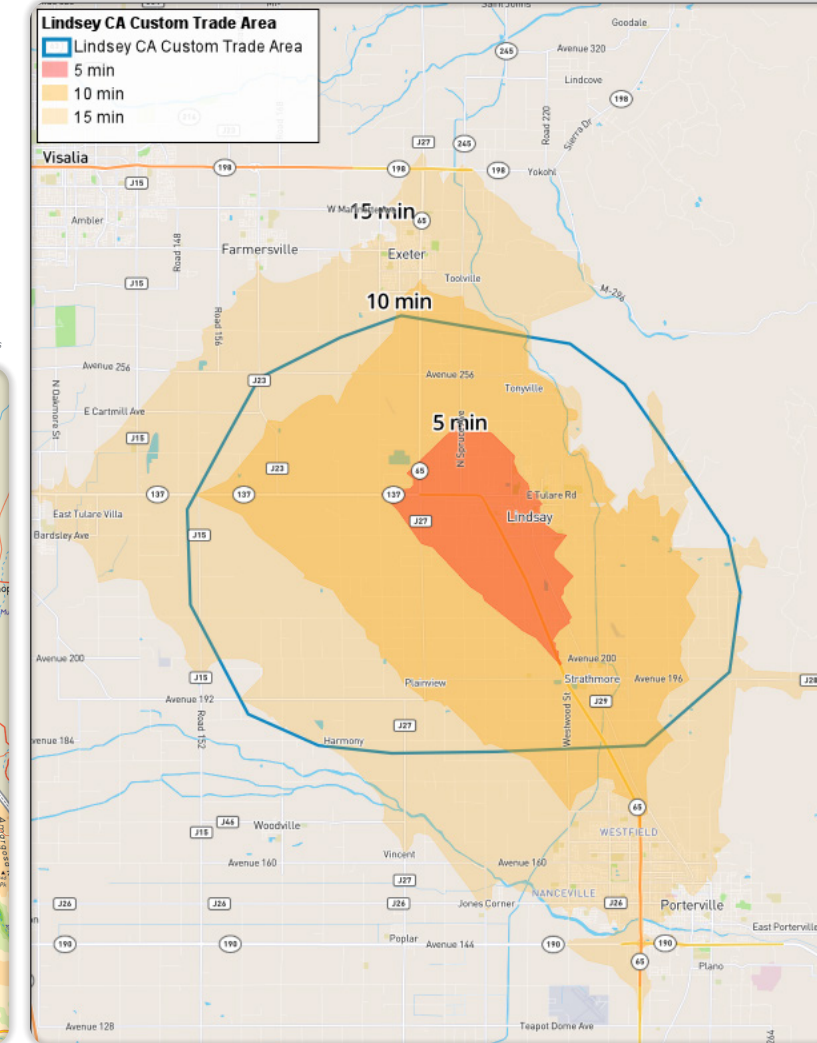
Let us know how we can help you find a site!

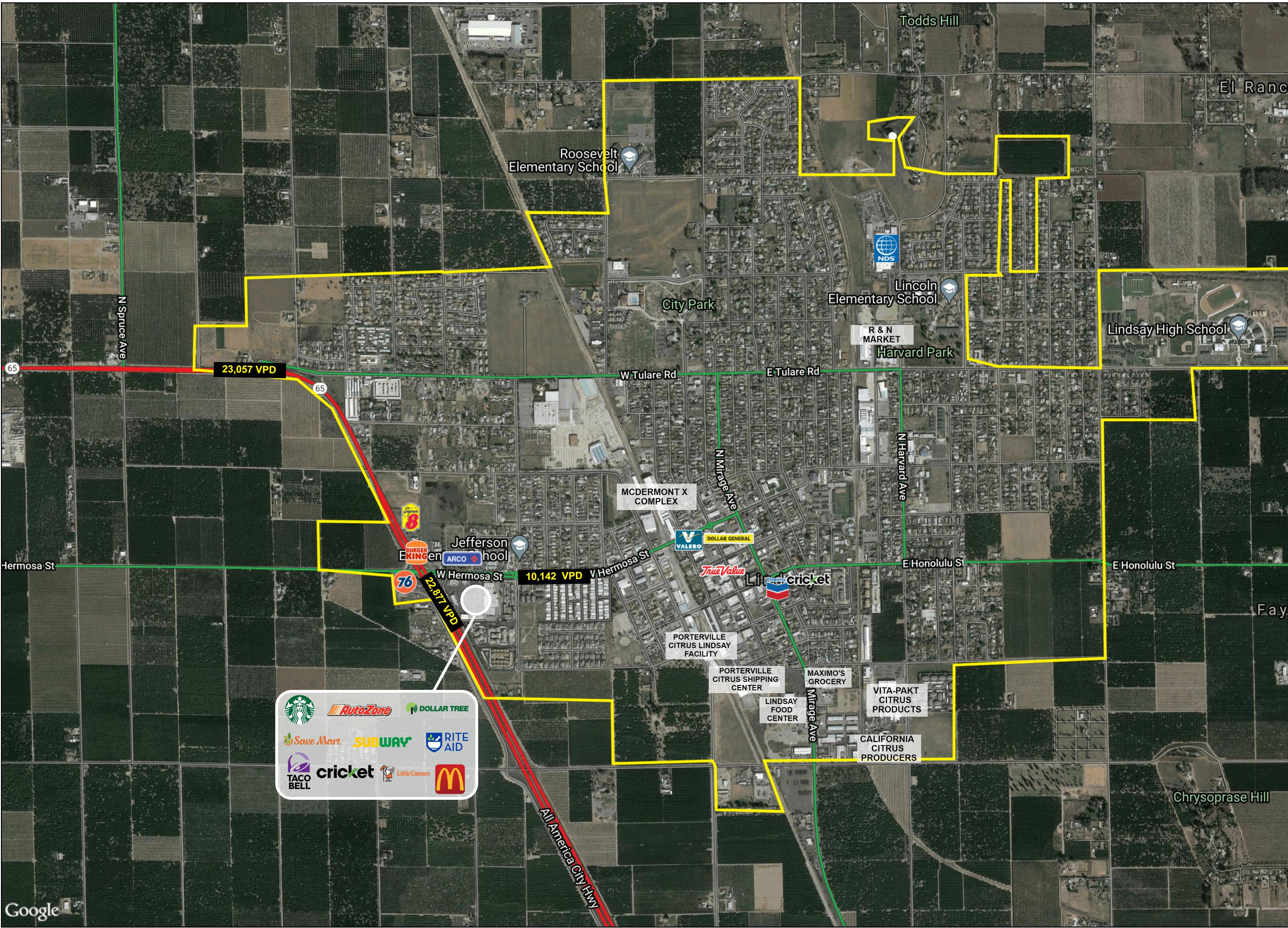


DEMOGRAPHIC PROFILE	3 Mile Radius	5 Mile Radius	10 Mile Radius
2020 Estimated Population	16,753	23,018	93,039
Daytime Population	15,001	20,249	77,924
Median HH Income	\$34,255	\$34,576	\$44,781
Number of Households	4,363	6,060	26,717

	5 Minute DT	10 Minute DT	15 Minute DT
2020 Estimated Population	10,240	25,685	80,775
Daytime Population	10,010	22,220	74,394
Median HH Income	\$30,246	\$37,310	\$44,931
Number of Households	2,722	6,805	23,534

*Source: STI PopStats





LINDSAY, CALIFORNIA

Major Retail & Restaurants



retail strategies

Staff Report and Summary

Lindsay, CA

November, 2021

Pricing Valid for 60 Days

Executive Summary

Retail Strategies is the most trusted partner for communities seeking to attract new business, revitalize their downtown and provide hands on assistance to their small business community. Specifically, we help communities just like Lindsay by applying the following methods:

- We have authentic relationships with retailers and leverage them on your behalf
- We proactively outreach and meet with Retailers on your behalf via phone, email and in person at retail trade shows and like ICSC RECON, Regional Conferences, Retail Live and more
- We connect directly with your property owners, brokers and developers in order to build out a real estate database and to discuss opportunities specific to your community

In our partnership with the city of Lindsay we will leverage data, market research and industry experience to identify categorical gaps in the market and match those gaps to retailers that are expanding and looking for sites characteristics like that of what Lindsay has to offer the retail industry. Our job at Retail Strategies is to get in front of retailers through email, phone calls and in person meetings to tell retailers the story of Lindsay that extends well beyond city population and other basic demographic data.

In addition, we will be working directly with the community on efforts to revitalize Downtown Lindsay. Our team will spend time in your market working with your community stakeholders in order to understand the vision of the future Lindsay and also document the current assets in your market. Once completed our team will deliver recommendations and examples of how to execute on the suggestions.

Finally, we will be working directly with Lindsay's local business population in order to provide hands on training, tools and office hours for small businesses that need support. Our team of experts will host quarterly webinars and phone calls with Lindsay's business community in order to help them not only survive these tough times but also stat to thrive.

Industry Leaders

- 150 years of retail real estate experience
- Direct connections to retailers& developers
- Hands-on approach

Industry Involvement



Our Beliefs

Much of our success is the result of our shared beliefs. These truths drive our team every day and remind us that the citizens of every client community are the true beneficiaries of our efforts.

We Believe

...every community deserves a place for neighbors to catch up over a cup of coffee

...it takes a community to build a community, and every client, partner, broker, developer and retail representative we connect should be treated as our own neighbors

...honesty is our most important asset, and it will pay off for everyone in the long run

RETAIL STRATEGIES

Recent Partnership Summary

We currently serve over 130 cities nationwide while keeping a 5:1 client to staff ratio. Some of our most recent relationships include:

Most Recent California Cities

- Big Bear Lake
- California City
- Fortuna

Most Recent Retail Strategies Partners

- Columbus, NE
- Missouri City, TX
- Citronelle, AL

Most Recent West Coast Cities

- Lake Stevens, WA
- Edgewood, WA
- Big Bear Lake, CA

Our Beliefs

Much of our success is the result of our shared beliefs. These truths drive our team every day and remind us that the citizens of every client community are the true beneficiaries of our efforts.

We Believe

...every community deserves a place for neighbors to catch up over a cup of coffee

...it takes a community to build a community, and every client, partner, broker, developer and retail representative we connect should be treated as our own neighbors

...honesty is our most important asset, and it will pay off for everyone in the long run



RETAIL STRATEGIES

Recommended Durations + Investment

Year 1 Services	Investment
Retail Recruitment	\$40,000
(Downtown) Strategic Vision Workshop	\$25,000
(Downtown) Strategic Vision Implementation Support	\$20,000
Small Business Support	\$25,000 (6 Months)
Year 1 Total	\$110,000
<hr/>	
Year 2 Services	Investment
Retail Recruitment	\$40,000
(Downtown) Strategic Vision Implementation Support	\$20,000
Year 2 Total	\$60,000
<hr/>	
Year 3 Services	Investment
Retail Recruitment	\$40,000
(Downtown) Strategic Vision Implementation Support	\$20,000
Year 3 Total	\$60,000
<hr/>	
3 Year Investment	\$230,000

Elected Durations

Service	Desired Duration
Retail Recruitment	_____ years
(Downtown) Strategic Vision Workshop	_____ 1 _____ year
(Downtown) Strategic Vision Implementation Support	_____ years
Small Business Support	_____ quarters

RETAIL STRATEGIES

Thank you

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE CONSULTING SERVICES

This Professional Services Agreement to Provide Consulting Services (this “Agreement”) sets forth the mutual understanding of (the “Client”) Lindsay, CA and Retail Strategies, LLC, an Alabama limited liability company (the “Consultant”) on this ___ day of _____ 2021 (the “Execution Date”), for the provision of professional consulting services as more fully set forth below.

R E C I T A L S:

The Consultant possesses a high degree of professional skill and experience and is a unique provider of professional consulting services in retail recruitment.

The Client desires to hire the Consultant to provide professional consulting services because of its professional skill and experience.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth in this Agreement, the Client and the Consultant, intending to be legally bound, do hereby agree as follows:

1. **CONSULTING SERVICES.** The Consultant agrees to provide the following professional consulting services to the Client (the “Services”):
 - A. **Research.** The Consultant will identify the Client’s retail trade area using a blend of demographics, political boundaries, drive times and/or custom boundaries. The Consultant will perform market and retail analysis based on current industry standards at the time such reports are run. The Consultant will map retail locations and analyze opportunities given local and macro retail trends.
 - B. **In-Market Real Estate Analysis.** The Consultant will analyze existing shopping centers and retail corridors and actively reach out to local brokers and real estate owners. The Consultant will identify, evaluate and catalogue priority commercial properties for development or redevelopment based on their highest-and-best-use. The Consultant will identify priority business categories to expand locally and to recruit to the area.
 - C. **Retail Recruitment.** The Consultant will proactively recruit businesses for targeted zones through the contact of a minimum of 30 retailers, restaurants, brokers or developers. The Consultant will regularly update the Client Representative on retail recruitment efforts via email, telephone and the Consultant’s client web portal known as “Basecamp.” One market visit per calendar year is included in this agreement, additional travel outside of this agreement and requested by the Client shall be approved and paid for by the Client. The Consultant will represent the Client at International Council of Shopping Center conferences and provide updates according to the yearly conference schedule.
 - D. **Updates.** The Consultant will provide the Client Representative with updates within three business days of receipt of a request from the Client Representative (as defined in Section 4 below).

2. **TERM.** The Consultant’s engagement and provision of Services will commence upon the Execution Date as set forth above. The Consultant’s engagement and this Agreement will terminate automatically on the third anniversary of the Execution Date (the “Term”). At the end of the Term, the Client, acting by and through the Client Representative, may extend the Term at its option for successive one year periods on such terms and conditions as the Client Representative, acting for and on behalf of the Client, and the Consultant may agree upon in writing.

3. **CONSULTING FEE.**

A. **Consulting Fee.** In consideration for providing the Services, the Client agrees to pay the Consultant a consulting fee (the “Consulting Fee”) in an amount equal to \$230,000. The Consulting Fee will be paid in installments of immediately available funds as follows:

Contract Period	Payment Date	Payment Amount
Year One	Upon execution of this agreement	\$230,000

B. **Payment Default.** If the Client fails to pay any portion of the Consulting Fee on the requisite payment date, the Consultant will immediately cease all Services, including but not limited to: (1) negotiation of incentive agreements; (2) all recruiting and marketing efforts; (3) representation of the Client at trade shows; (4) booking meetings for the Client with prospective retailers; and (5) including the Client in marketing materials.

4. **CLIENT INFORMATION AND ACCESS.**

A. To the extent permitted by law, the Client will provide the Consultant with access to relevant personnel, facilities, records, reports and other information (including any information specified in the Consultant’s proposal to the Client) accessible by the Client that the Consultant may reasonably request from time-to-time during the Term. The Client acknowledges and agrees that the Consultant’s scheduled delivery of the Services is dependent upon the timely access to such personnel, facilities, records, reports and other requested information.

B. To facilitate such access and Consultant’s delivery of the Services, the Client designates the Director of Community & Economic Development (the “Client Representative”), currently TJ Morrison. The Client Representative will serve as the primary liaison between the Consultant and the Client. The Client Representative will have responsibility for regular communications between the Client and the Consultant, including providing updates in a timely manner through Basecamp. The Client Representative’s communications to the Consultant will include information regarding retail growth and development, such as actual and prospective business openings and closings, changes in economic drivers (e.g., significant increases or decreases in workforce of major employers, school enrollments, housing or healthcare services) and changes in the ownership of targeted real estate (e.g., transfers of real estate or changes in the finances of ownership). The Client Representative will also be responsible for disseminating updates relative to consultants’ activities related to scope of work to members of local stakeholder groups of the Client (e.g. City Council, Economic Development Boards, and Chamber of Commerce etc.).

- C. The Client hereby authorizes the Client Representative (i) to act on behalf of the Client in the day-to-day administration and operation of this Agreement and the arrangements it contemplates and (ii) to execute and deliver, on behalf of the Client, such notices, approvals, consents, instruments, amendments or other documents as may be necessary or desirable to facilitate or assist the Consultant with the provision of the Services.

5. **INTELLECTUAL PROPERTY.** As part of the Services, the Consultant will prepare periodic and final reports including demographic and other research reports that will become the property of the Client upon delivery from the Consultant. Any other reports, memoranda, electronic mail, facsimile transmissions or other written documents prepared or used by the Consultants in connection with the Services will remain the property of the Consultant. With the Consultant's prior permission, the Client may use other information provided by the Consultant, such as specifics related to retailers, developers, site information or other "confidential information" for internal purposes while taking reasonable steps to so limit the use of such materials and maintain its confidentiality.

6. **TERMINATION.**

- A. **By the Client At-Will.** The Client may terminate this Agreement at any time for any or no reason upon delivery of 30 days' prior written notice to the Consultant. Any portion of the Consulting Fee paid prior to such termination of this Agreement is earned when paid and nonrefundable.
- B. **By the Client Upon the Consultant's Default.** The Client may notify the Consultant within 90 days of the day that the Client knows or should have known that the Consultant breached this Agreement. The Consultant will have 30 days following receipt of such notice to cure any alleged breach. If the Consultant fails to cure any alleged breach within that 30-day period, then the Client may terminate this Agreement. Within 30 days of such termination of this Agreement, the Consultant will refund a pro rata portion of the installment of the Consulting Fee previously paid for the contract period during which such termination occurs based upon the number of days remaining in such contract period.
- C. **By the Consultant At-Will.** The Consultant may terminate this Agreement at any time for any or no reason upon delivery of 30 days' prior written notice to the Client. Within 30 days of such termination of this Agreement, the Consultant will refund a pro rata portion of the installment of the Consulting Fee previously paid for the period during which such termination occurs based upon the number of days remaining in such period.
- D. **By the Consultant Upon the Client's Default.** The Consultant may notify the Client within 90 days of the day that the Consultant knows or should have known that the Client breached this Agreement. The Client will have 30 days following receipt of such notice to cure any alleged breach. If the Client fails to cure any alleged breach within that 30-day period, then the Consultant may terminate this Agreement. Any portion of the Consulting Fee paid prior to such termination of this Agreement is earned when paid and nonrefundable.

7. **NOTICES.** Any notice or communication in connection with this Agreement will be in writing and either delivered personally, sent by certified or registered mail, postage prepaid,

delivered by a recognized overnight courier service, or transmitted via facsimile or other electronic transmission, addressed as follows:

Client: City of Lindsay
251 E Honolulu St.
Lindsay, CA 93247
Email: jtanner@lindsay.ca.us
Attention: Joseph Tanner

Consultant: Retail Strategies, LLC
2200 Magnolia Ave. South, Suite 100
Birmingham, AL 35205
Email: sleara@retailstrategies.com
Fax: (205) 313-3677
Attention: Stephen P. Leara, Esq – EVP | General Counsel

or to such other address as may be furnished in writing by either party in the preceding manner. Notice shall be deemed to have been properly given for all purposes: (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier, (ii) if personally delivered, on the actual date of delivery, (iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the third business day following the date of mailing, or (iv) if sent by facsimile or email of a PDF document (with confirmation of transmission), then on the actual date of delivery if sent prior to 5 p.m. Central Time, and on the next business day if sent after such time.

8. INDEPENDENT CONTRACTOR. The Consultant, in its capacity as a professional consultant to the Client, is and will be at all times an independent contractor. The Consultant does not have the express, implied or apparent authority either (A) to act as the Client's agent or legal representative or (B) to legally bind the Client, its officers, agents or employees.

9. STANDARD TERMS.

- A. **Affiliated Services:** The Client acknowledges that certain affiliates of the Consultant provide real estate brokerage and management services for which they are paid brokerage, development, leasing, management and similar fees. In connection with the Services and with the prior written permission of the Client, such affiliates may be engaged to provide such services in consideration for the payment of such fees.
- B. **Applicable Laws:** The Consultant will abide by all laws, rules and regulations applicable to the provision of the Services.
- C. **Insurance:** The Consultant will carry all employee insurance necessary to comply with applicable state and federal laws.
- D. **Third Party Beneficiaries:** This Agreement is for the sole benefit of the parties to this Agreement and their permitted successors and assigns. Nothing in this Agreement, whether express or implied, is intended to or will confer upon any other person or entity

any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

- E. **Publicity:** The Client agrees that the Consultant may, from time-to-time, use the Client's name, logo and other identifying information on the Consultant's website and in marketing and sales materials.
- F. **Entire Agreement:** This Agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. Any prior written or oral understandings and agreements between the parties are merged into this Agreement, which alone fully and completely expresses their understanding. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.
- G. **Further Assurances:** Each party hereby agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.
- H. **Force Majeure:** Neither party to this Agreement will hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.
- I. **Limitation on Liability; Sole Remedy:** Each party's liability to the other party arising out of or related to this Agreement or the Services will not exceed the amount of the Consulting Fee. The Client's sole remedy in the event of any alleged breach of this Agreement by the Consultant will be the notice, cure and refund provisions of Section 6(B) of this Agreement.
- J. **Amendment in Writing:** This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by a duly authorized officer of the Consultant and the Client Representative, acting for and on behalf of the Client.
- K. **Binding Effect:** This Agreement will bind the parties and their respective successors and assigns. If any provision in this Agreement will be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
- L. **Captions:** The captions of this Agreement are for convenience and reference only, are not a part of this Agreement and in no way define, describe, extend, or limit the scope or intent of this Agreement.
- M. **Construction:** This Agreement will be construed in its entirety according to its plain meaning and will not be construed against the party who provided or drafted it.
- N. **Prohibition on Assignment:** No party to this Agreement may assign its interests or obligations hereunder without the written consent of the other party obtained in advance of any such assignment. No such assignment will in any manner whatsoever relieve any party

from its obligations and duties hereunder and such assigning party will in all respects remain liable hereunder irrespective of such assignment.

- O. **Waiver**: Non-enforcement of any provision of this Agreement by either party will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remaining terms and conditions of this Agreement.
- P. **Survival**: Section 5 and Section 9(H) will survive termination of this Agreement.
- Q. **Counterparts; Electronic Transmission**: This Agreement may be executed in counterparts, each of which will be deemed to be an original, and such counterparts will, together, constitute and be one and the same instrument. A signed copy of this Agreement delivered by telecopy, electronic transmission or other similar means will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Client and the Consultant have caused this Agreement to be executed by their duly authorized officers to be effective as of the Effective Date.

CLIENT:
LINDSAY, CA

By: _____
Name:
Title:
Date:

CONSULTANT:
RETAIL STRATEGIES, LLC

By: _____
Name:
Title:
Date

EXHIBIT A

I. CONSULTANT AGREEMENT

This section outlines what Retail Strategies (the “consultant”) will provide to Lindsay, CA (the “client”).

Small Business Support – Duration (6 months/ 2 Quarters)

A. TECHNICAL ASSISTANCE FOR SMALL BUSINESS OWNERS

1. Quarterly Benchmarks
2. Office Hours for Consulting Local Businesses (x2)
3. Catalyst Training Program
4. Digital marketing guide detailing industry trends including digital commerce, marketing strategies to jump start sales, step-by-step tutorial on how to create an online presence for storeowners
5. Digital guide for optimizing social media pages
6. Content calendar template
7. Market & Real Estate Analysis
8. Holiday Shop Local Campaign Toolkit

Exhibit B

New Business Recruitment - Duration (3 Years)

A. Research

1. Identify market retail trade area using political boundaries, drive times and radii and custom boundary geographies
2. Perform market and retail GAP analysis for trade area (i.e. leakage and surplus)
3. Conduct retail peer market analysis
4. Competition analysis of identified target zones trade area(s)
5. Tapestry lifestyles – psychographic profile of trade area / market segmentation analysis
6. Customized retail market guide including aerial map with existing national retailer brands and traffic counts
7. Retail competitor mapping/analysis
8. Analysis of future retail space requirements in relation to the retail market analysis, the market's growth potential and trends in the retail industry
9. Identification of at minimum 30 retail prospects to be targeted for recruitment over three-year engagement
10. Updates provided on retail industry trends
11. Custom on-demand demographic research – historical, current, and projected demographics – to include market trade areas by radius/drive time, and custom trade area

B. Boots on the Ground Analysis

1. Identify/Evaluate/Catalog priority commercial properties for development, re-development and higher and best use opportunities
2. Identification of priority business categories for recruitment and/or local expansion
3. Perform competitive analysis of existing shopping centers and retail corridors
4. Active outreach to local brokers and land owners

C. Retail Recruitment

1. Pro-active retail recruitment for targeted zones
2. Will contact a minimum of 30 retailers, restaurants, brokers and/or developers
3. Updates on new activity will be provided to Client's designated primary point of contact (Sec. II-A) via Basecamp, telephone, or email on a monthly and/or as needed basis
4. One market visit per calendar year included in agreement, any travel outside of the agreement shall be approved and paid for by the contracting entity
5. ICSC conference representation- updates provided according to the yearly conference schedule

EXHIBIT C

Downtown Workshop + Implementation- Duration (3 Years, 1st year workshop 3 years of implementation)

In-market workshop holding focus group and stakeholder meetings and assessing the following to produce a report with implementable solutions and recommendations for revitalizing and redeveloping your Downtown, including but not limited to:

A. Market Analysis

1. Downtown Trade Area Analysis Using Custom Geographies, Radius, and Drivetime Geographies
2. Mobile Data Study for Downtown Merchants
3. Tapestry lifestyles – psychographic profile of trade area / market segmentation analysis
4. Consumer Spending Pattern Reports
5. Market and retail GAP analysis for trade area (i.e. leakage and surplus)
6. Identification of Categories for Business Recruitment
7. Identification of Geographic Areas of Development and Redevelopment

B. Economic Vitality

Assessment of the Downtown's economy and recommendations for opportunities and improvements considering the following:

1. Entrepreneurship & Maker Spaces
2. Catalyst Funding & Project Identification
3. Incentives, Special Revenue Generators, & Other Financial Tools
4. Assess Brand, Messaging, and Image

C. Tourism & Promotion

Assessment of the community's tourism efforts and their branding, marketing, and messaging, specifically related to the Downtown, with recommendations for opportunities and improvements considering the following:

1. Special Event Assessment
2. Hotel & Adjacent Lodging Analysis
3. Transportation & Parking Accessibility Analysis
4. Wayfinding Signage Analysis
5. Placemaking & Beautification Techniques

D. Design

Assessment of the Downtown's streetscapes and aesthetic appeal and recommendations for opportunities and improvements considering the following:

1. Connectivity Analysis: Assessing Gateway Signage, Roadway, Landscaping, Walkability, & Pedestrian & Bike Accessibility
2. Historic Preservation Assessment & Recommendations
3. Assessment Parking, Lighting, Façade, Windows, Public Art, Uniformity of Character and Design, & Architectural Standards

E. Organization

Assessment of organizational capacity for implementing recommendations, committee and volunteer structure and capacity and recommendations for opportunities and improvements considering the following:

1. Strategy Board
2. Investment Strategy Assessment and Recommendation
3. Business Inventory & Maximization
4. Building Inventory & Maximization
5. Public/Private Partnerships (P3)

F. Strategic Vision Implementation and Support

1. Development of work plans document dissecting all strategic recommendations from Downtown Strategic Vision and providing step by step implementation plans to Client.
2. Implementation support for 3-4 strategies in strategic plan, collaboratively identified, and development of associated documents, collateral and resources necessary for successful implementation.
3. Support via email to provide collaboration, answer questions, provide accountability and to advance goals.



STAFF REPORT

TO: Lindsay City Council
FROM: Mayra Espinoza-Martinez, City Clerk and Executive Projects Manager
DEPARTMENT: City Manager
ITEM NO.: 12.4
MEETING DATE: December 14

ACTION & RECOMMENDATION

Consider the Approval of **Resolution 21-50**, Approving and Adopting the City of Lindsay City Council Handbook.

BACKGROUND | ANALYSIS

The purpose of the City Council Handbook is to promote communication, understanding, fairness, and trust among the members of the Lindsay City Council and staff concerning their roles, responsibilities, and expectations for management of the business of the City of Lindsay.

The Handbook is organized is 11 sections and 2 appendices as follows:

Section 1. General

Section 2. Mayor and Mayor Pro Tem Appointment Process

Section 3. Council Administrative Matters

Section 4. Council Interaction with City Manager, Staff, and Media

Section 5. Meetings

Section 6. Posting Notice and Agenda

Section 7. Agenda Contents

Section 8. Procedures for the Conduct of Public Meetings

Section 9. Closed Sessions

Section 10. Decorum

Section 11. Disclaimer

Appendix A: Open and Public: A Guide to the Ralph M. Brown Act (League of Californian Cities)

Appendix B: Rosenberg's Rules of Order (Simple Parliamentary Procedures for the 21st Century)

The City Council Handbook shall be amended by a majority vote of the City Council and may be updated administratively by the City Clerk in order to remain current with federal, state, and local law. It is recommended that a new Council conduct a review of the document within thirty days of its first regular meeting. All conduct of the City Council shall be in full compliance with State law, including the Ralph M. Brown Act.



STAFF REPORT

FISCAL IMPACT

N/A.

ATTACHMENTS

- Draft City Council Handbook
- Resolution 21-50

DRAFT



City of Lindsay

City Council Handbook

Approved and Adopted:
MM-DD-YYYY by Resolution 21-XX

Last Updated: Month Year

Table of Contents

SECTION 1. GENERAL	3
SECTION 2. MAYOR AND MAYOR PRO TEM APPOINTMENT PROCESS	3
SECTION 3. COUNCIL ADMINISTRATIVE MATTERS	3
SECTION 4. COUNCIL INTERACTION WITH CITY MANAGER, STAFF, AND MEDIA	7
SECTION 5. MEETINGS	8
SECTION 6. POSTING NOTICE AND AGENDA	10
SECTION 7. AGENDA CONTENTS	10
SECTION 8. PROCEDURES FOR THE CONDUCT OF PUBLIC MEETINGS	11
SECTION 9. CLOSED SESSIONS	15
SECTION 10. DECORUM	17
SECTION 11. DISCLAIMER	18
APPENDIX A: OPEN & PUBLIC: A GUIDE TO THE RALPH M. BROWN ACT (LEAGUE OF CALIFORNIA CITIES)	19
APPENDIX B: ROSENBERG’S RULES OF ORDER (SIMPLE PARLIAMENTARY PROCEDURES FOR THE 21ST CENTURY)	19

SECTION 1. GENERAL

1.1 Purpose. The purpose of the City Council Handbook is to promote communication, understanding, fairness, and trust among the members of the Lindsay City Council and staff concerning their roles, responsibilities, and expectations for management of the business of the City of Lindsay.

1.2 Values. Council members shall represent the best interests of the City and community at large. Councilmembers shall treat fellow Councilmembers, members of the public, staff and consultants with respect, civility and courtesy. Councilmembers shall respect each other’s individual points of view and right to disagree. When addressing the public in any way, Councilmembers shall make certain their opinions are expressed solely as their own, and do not necessarily reflect the opinions of any other Councilmember. Council members shall respect the decisions of the majority of the Council at all times.

1.3 Review. The City Council Handbook shall be amended by a majority vote of the City Council and may be updated administratively by the City Clerk in order to remain current with federal, state, and local law. It is recommended that a new Council conduct a review of the document within thirty days of its first regular meeting.

1.4 Ralph M. Brown Act. All conduct of the City Council shall be in full compliance with State law, including the Ralph M. Brown Act.

SECTION 2. MAYOR AND MAYOR PRO TEM APPOINTMENT PROCESS

2.1 Appointment of Mayor. The Council shall appoint from among their members a Mayor. Nominations shall be recorded by the City Clerk. The City Clerk will confirm acceptance of each nomination and put each nominee’s name to a vote in the order of the nominations received. The Mayor shall serve a two-year term and serve as the Presiding Officer of the Council.

2.2 Appointment of Mayor Pro Tem. The position of Mayor Pro Tem shall rotate every year based upon the seniority of council members that have not yet served in the position of Mayor Pro Tem. In the event that council members have equal seniority based on year elected, the position will be appointed based on interest, availability, and/or blind lottery by the City Clerk. The Mayor Pro Tem shall serve a one-year term and fulfill the duties of the Mayor in their absence.

SECTION 3. COUNCIL ADMINISTRATIVE MATTERS

3.1 Oath of Office. The oath of office shall be administered to all Councilmembers prior to their assumption of office, at or before the first meeting in January

following a general election, or within 30 days of a qualified person's appointment to fill a Council vacancy.

- 3.2 Reorganization. The reorganization of the Council shall occur at the first meeting in December, or as soon thereafter. It is recommended that the seating of new Councilmembers and selection of Mayor and Mayor Pro Tem occur at the same meeting that the Council reorganizes.
- 3.3 Seating Order. Following the reorganization of Council, the City Clerk shall designate the seating order for the Council dais. The Mayor Pro Tem shall always be seated immediately to the right of the Mayor.
- 3.4 Attendance. City Councilmembers acknowledge that attendance at lawful meetings of the City Council is part of their official duty. Councilmembers shall make a good faith effort to attend all such meetings unless unable. Councilmembers will notify the City Manager or the City Clerk if they will be absent from a meeting, or if they wish to participate via teleconference.
- 3.5 Appointment of Vacancy. If a vacancy occurs less than 90 days prior to a regular election, no appointment shall be made and the vacancy will be filled through the regular election process. Should a vacancy occur more than 90 days prior to the next regular election at which council members are to be elected, the vacancy shall be filled by a majority vote of the remaining members of the City Council. The Council shall determine the process for appointment prior to the application process and in full accordance with State law.
- 3.6 Boards, Commissions, and Committees. The Council shall appoint representatives to committees, commissions, and boards as required by the governing bodies.

No later than the second regular meeting of January of each year, Council shall review all the appointments as provided in a list prepared by the City Clerk. The annual review will be conducted to fill vacancies or an expired term of office, and to consider removal of any appointee for cause, such as for failure to keep Council informed of the Committee's activities, or for excessive absenteeism without good cause.

Councilmembers shall make a good faith effort to attend all meetings that require a quorum of the appointed members to convene a meeting. If a Councilmember is unable to attend, they should notify their alternate as far in advance of the meeting as possible. Council representatives to such committees, commissions, or boards shall keep the Council informed of ongoing business through brief oral or written reports to the Council.

3.7 Reimbursement. The Council shall establish in the budget funding for conferences, meetings, training, and representation at ceremonial functions for the benefit of the City. Councilmembers shall attend these functions for purposes of improving comprehension of and proficiency in municipal affairs and/or legislative operations. Councilmembers shall be subject to the City's Administrative Policy and Procedures for travel and expenses reimbursement.

3.8 Trainings.

Ethics: Members of the City Council and commissions shall receive at least two hours of ethics training in general ethics principles and ethics laws relevant to their public service every two years. New members must receive this training within their first year of service. Members shall attend training sessions that are offered locally in the immediate vicinity of Tulare County or by completing online a state-approved public service ethics education program. An individual who serves on multiple legislative bodies needs only receive two hours of ethics training every two years to satisfy this requirement for all applicable public service positions.

Brown Act: Members of the City Council and commissions shall receive training in the Ralph M. Brown Act as it relates to public service every two years. New members must receive this training within their first year of service. Members shall attend training sessions that are offered locally in the immediate vicinity of Tulare County or by completing an online education component. Additionally, each Councilmember shall be provided with a digital copy of the a guide to the Ralph M. Brown Act prior to their assumption of office.

Sexual Harassment Prevention: In addition, Council members shall receive two hours of sexual harassment prevention training every two years, per State law. New members must receive this training within their first six months of service.

3.9 Use of Electronic Devices During Council Meetings. Councilmembers shall not use electronic devices to send or receive communications regarding agenda items or to access information which other Councilmembers do not have equal access to during a meeting of the City Council at which they are in attendance. This does not apply to receipt of telephone calls or text messages from family members in the event of an urgent family matter.

3.10 Public Records. Councilmembers shall strive to use only their official City email account to conduct City business. The City shall provide Councilmembers with separate publicly owned devices such as tablets or cell phones for the conduct of City business.

If a request for records is received, a search that is reasonably calculated to locate responsive records will be conducted. Privacy concerns can and should be addressed on a case-by-case basis.

- 3.11 Social Media, AB 992, and the Brown Act. The City Council recognizes social media as a powerful tool for distributing important information and connecting with constituents. However, it is important to be mindful of how the regulations set forth in the Brown Act and, more recently, AB 992 impact Councilmembers' use of social media.

Under AB 992, a public official may communicate on social media platforms to answer questions, provide information to the public or to solicit information from the public regarding a matter within the legislative body's subject matter jurisdiction. However, these communications are only permissible so long as a majority of the members of the legislative body do not use any social media platform to "discuss among themselves" official business. Importantly, "discuss among themselves" has been broadly defined and arguably includes making posts, commenting, replying, sharing, reacting (e.g. "liking" a post) or using digital icons that express reactions, i.e., emojis.

Best practices include the following:

- a. Create a separate "business-only" account rather than using a personal account to disseminate official information.
 - b. Limit online interactions with other Councilmembers to avoid the perception of a "serial meeting" under the Brown Act.
 - c. Avoid posting, responding, or interacting with posts that concern substantive agenda items or issues within subject matter jurisdiction.
 - d. Do not block, unfriend, delete, or otherwise remove any social media user **OR** consider disabling the comment function altogether.
- 3.12 Conflict of Interest. The Political Reform Act states that public officials shall perform their duties in an impartial manner, free from bias caused by their own financial interests or the financial interests of persons who have supported them. The Political Reform Act establishes regulations regarding conflicts of interests and campaign receipts and expenditures.

A public official who holds an office specified in Government Code Section 87200, and who has a disqualifying financial interest in a decision, shall identify the conflict of interest or potential conflict of interest, and immediately prior to the consideration of the matter, do all of the following:

- a. Publicly identify the financial interest that gives rise to the conflict of interest or potential conflict of interest in enough detail to be understood by the public. *Residential street addresses do not have to be disclosed.*
- b. Recuse themselves from discussing and voting on the matter, or otherwise acting in violation of Government Code Section 87100.
- c. Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the Consent Calendar and is not pulled for extended discussion.

In the event, that multiple Councilmembers disclose a disqualifying Conflict of Interest for the same matter and a quorum is not reached with the remaining Councilmembers, the City Attorney shall provide guidance as to the selection method for achieving quorum.

It is critical to note that compliance with the State's conflict of interest laws is each public official's personal responsibility. While the City Attorney can render advice on the interpretation of State laws and regulations on conflict matters, such advice is solely an interpretation of the law. Further, the City Attorney represents the City and City Council as a whole and not individual Councilmembers. The only authority that can provide binding interpretations and possible immunity from civil or criminal liability on such matters is the Fair Political Practices Commission (FPPC).

SECTION 4. COUNCIL INTERACTION WITH CITY MANAGER, STAFF, AND MEDIA

- 4.1 City Manager. Councilmembers are free to go to the City Manager to discuss any subject. Issues concerning the performance of a Department or any employee must be directed to the City Manager. Councilmembers shall not meet with groups of management employees for the purpose of discussing terms of employment or establishing employee policy. Direction to City employees, other than the City Manager or City Attorney, is the sole prerogative of the City Manager.
- 4.2 Staff. The Council shall not abuse staff nor embarrass staff during open session, or at any other time. If a Councilmember has a question on a subject on the agenda, the Councilmember is encouraged to contact the City Manager, City Clerk, or Department Head prior to any meeting at which the subject may be discussed. This does not restrict Councilmembers from asking additional questions during a Council meeting.
- 4.3 Media. Typically, the Mayor is the designated representative of the Council to speak on official City positions; however, the Mayor may at any time decline to

make a public statement and/or designate a speaker on their behalf. Any Councilmember may choose to comment to the media but should clearly distinguish between personal viewpoints and any official City position. Generally, press releases shall be prepared by City staff and routed to the City Manager for approval before release to the media.

SECTION 5. MEETINGS

- 5.1 **Open to the Public.** All meetings of the City Council whether regular, special, or study sessions, shall be open to the public, unless a closed session is held as authorized by law. All meetings shall be noticed as required to allow action to be taken by the Council.
- 5.2 **Quorum.** Three members of the City Council shall constitute a quorum and shall be sufficient to transact business. A quorum must be present to begin a Council meeting, for any vote to be taken, and during any portion of a noticed public hearing. If less than three Councilmembers appear at a regular meeting, the Mayor, Mayor Pro Tem in the absence of the Mayor, any Councilmember in the absence of both the Mayor and Mayor Pro Tem, or in the absence of all Council Members, the City Clerk, shall adjourn the meeting to a stated day and hour or cancel the meeting due to the lack of a quorum.
- 5.3 **Broadcasting of City Council Meetings.** All regular City Council meetings shall be video-recorded and broadcast over an online video teleconferencing platform of the City's choice, unless the City is unable to do so due to unforeseen circumstances or circumstances beyond the City's control.
- 5.4 **Teleconferencing.** If circumstances prevent a Councilmember from being physically present during a City Council meeting, the member may choose to participate via teleconference. Participation via teleconference shall be considered sufficient to attain Council quorum.

At the start of any Council meeting during which a Councilmember participates via teleconference, the City Clerk must announce the name of the Councilmember who is participating remotely and record that information in the meeting minutes. No Councilmember shall be authorized to participate in a meeting via teleconference unless:

- a. The member notifies the City Manager and the City Clerk prior to the start of the meeting.
- b. The remote connection is established prior to the start of the meeting and continuous for the duration of the meeting.

- c. All persons present at the place of the meeting (including members of the public) can hear and speak to the person(s) participating remotely, and the person(s) participating remotely can hear and speak to all persons present at the place of the meeting, and to any other individual participating in the meeting via teleconference.

If a remote participant is disconnected from the meeting, the minutes must note that fact and the time at which the disconnection occurred.

A member who participates remotely retains their right to speak when recognized by the Presiding Officer, make or second any motion and cast votes.

- 5.5 Regular Meetings. As a matter of general principle, the City Council shall conduct its regular meetings at 6:00 p.m. on the second and fourth Tuesdays of each month in the City Council Chambers located at City Hall. The time, date, or place of a regular meeting may be altered as published in the Council agenda.
- 5.6 Adjournment. It shall be the policy of the City Council to adjourn meetings, including executive closed sessions, by 9:00 p.m. unless the Council elects to continue past the adjournment hour by unanimous consent of all Councilmembers in attendance, including any Councilmembers participating via teleconference. If at the hour of 9:00 p.m. the City Council has not concluded its business, the Council will review the balance of the agenda and determine by vote whether to continue any remaining items to the next regularly scheduled meeting or adjourn the meeting to another date and time pursuant to the procedures set forth in the Brown Act.
- 5.7 Successor Agency Meetings. The City Council also sits as Board Members of the Successor Agency to the dissolved Lindsay Redevelopment Agency and shall meet on an as-needed basis. The Mayor shall serve as Chairperson and the Mayor Pro Tem shall serve as the Vice Chairperson.
- 5.8 Special Meetings. A special meeting may be called at any time in accordance with the Brown Act. Written notice of any such meeting must specify the purpose of the meeting. Notice of the meeting must be given in accordance with law. Public comments at special meetings shall be limited to only those items described on the special meeting notice/agenda.
- 5.9 Study Sessions. The City Council may choose to hold study sessions or joint meetings with other boards, commissions, committees, or agencies as deemed necessary to attend to City business. Study sessions are scheduled to provide Councilmembers the opportunity to better understand a particular item.
- 5.10 Closed Sessions. The City Council may hold closed sessions at any time authorized by law (and in consultation with the City Attorney), to consider or

hear any matter, which is authorized by law. Requests for a closed session should be made to the City Manager.

SECTION 6. POSTING NOTICE AND AGENDA

- 6.1 Posting of Notice and Agenda. For every regular, special, or study session meeting, the City Clerk or other authorized person shall post a notice of the meeting, specifying the time and place at which the meeting will be held, and an agenda containing a brief description of all items of business to be discussed at the meeting. This notice and agenda may be combined in a single document.
- 6.2 Description of Matters. All items of business to be discussed at a meeting of the City Council shall be briefly described on the agenda.
- 6.3 Location of Posting. The notice and agenda shall be posted on a bulletin board, publicly accessible, at City Hall, 251 E. Honolulu Street, Lindsay, California, and on the City website.

SECTION 7. AGENDA CONTENTS

- 7.1 Agenda Packets. Councilmembers are expected to review the agenda and all agenda packet materials, participate in discussions, and make an informed decision on the merits of the issues before them. The complete agenda packet for any regular, special, or study session meeting shall be made available to the public as required by law.
- 7.2 Limitation to Act Only on Items on the Agenda. No action shall be taken on any matter not on the posted agenda, subject only to the exception whereupon a majority of the Council determines the existence of an “emergency situation” as defined by state law.
- 7.3 "Timing" of Agenda. The City Clerk will “time” each agenda item as a way for the Council to maintain a sense of how much time can be committed to any one item without going past an established ending time for the meeting. This includes a suggested maximum of 10 minutes for any presentations to Council.
- 7.4 Consent Calendar. The Consent Calendar may include routine and noncontroversial items. Items on the Consent Calendar are treated as one agenda item and shall be acted upon by a single vote of Council. A Councilmember may request an item be removed from the Consent Calendar. Councilmembers shall be given the opportunity to ask a clarifying question about a consent item or make a brief comment about an item without having to remove the item from the Consent Calendar.

- 7.5 Council Requests for Future Agenda Items. Council requests for agenda items, including all supporting documents if applicable, shall be submitted to the City Manager or City Clerk by 5:00 p.m. of the Wednesday preceding a Tuesday Regular Meeting.
- 7.6 Proclamations. Council requests for proclamations shall include either a sample proclamation to be used as a guide or shall provide sufficient information to enable the City Clerk in preparing the proclamation. Proclamations or certificates of recognition will **not** be issued for:
- a. Political Campaigns or Endorsements of Political Candidates.
 - b. Events, organizations, or individuals with no direct relationship to the City of Lindsay.
 - c. Events, organizations, or individuals contrary to City policies or any applicable law or regulation.

SECTION 8. PROCEDURES FOR THE CONDUCT OF PUBLIC MEETINGS

- 8.1 Sergeant-at-Arms. The Chief of Police their designee shall serve as the Sergeant-at-Arms of the Council meetings, and shall be in attendance when requested by the Presiding Officer. The Sergeant-at-Arms shall carry out all orders and instructions given by the Presiding Officer for the purpose of maintaining order and decorum at council meetings.
- 8.2 Parliamentarian. The City Clerk shall be designated as Parliamentarian for the City Council proceedings to advise the Presiding Officer, within the limitations imposed by *Rosenberg's Rules of Order* and in consultation with the City Attorney.
- 8.3 Presiding Officer. The Mayor shall serve as the Presiding Officer of the Council. As Presiding Officer, the Mayor is responsible for running a timely and orderly meeting. If the Mayor is unavailable, the Mayor Pro Tem shall run the meeting. In the absence of both the Mayor and the Mayor Pro Tem, the City Clerk shall call the Council to order, whereupon a temporary Presiding Officer shall be selected by the Councilmembers present for the duration of one meeting only.
- 8.4 Responsibilities of the Presiding Officer.
- a. The Presiding Officer shall be responsible for maintaining the order and decorum of meetings. It shall be the duty and responsibility of the Presiding Officer to ensure that the rules of operation and decorum contained herein are observed. The Presiding Officer shall maintain control of communication between Councilmembers and among Council, staff and public.

- b. Communication with Councilmembers
 - i. Councilmembers shall request the floor from the Presiding Officer before speaking.
 - ii. When one member of the Council has the floor and is speaking, other Councilmembers shall not interrupt or otherwise disturb the speaker.
 - c. Communication with Members of the Public Addressing the Council
 - i. The Presiding Officer shall open the floor for public comment as appropriate.
 - ii. Any staff member with an item on the agenda will be available to the City Council to answer questions arising during discussions between Councilmembers and among Councilmembers and members of the public.
 - iii. Members of the public shall direct their questions and comments to the Council, not to staff.
- 8.5 Rules of Order. The City Council adopts no specific rules of order except those listed herein. The City Council shall refer to *Rosenberg's Rules of Order*, as a guide for the conduct of meetings, with the following modifications:
- a. A motion is not required prior to a general discussion on an agenda item. A pre-motion discussion allows the members to share their thoughts so that a motion can more easily be made that considers what appears to be the majority position.
 - b. All motions except nominations require a second.
 - c. A motion may be amended at the request of the maker and the consent of the person who seconded the motion. Such a procedure is often used to accommodate concerns expressed by other members.
 - d. A motion to amend may still be used.
- 8.6 Public Hearing Procedures. Generally, public hearings are to be conducted in the following order:
- a. Presentation of Staff Report.
 - b. Questions by Council and/or Staff.
 - c. Presiding Officer Opens Hearing.
 - d. Public Testimony.

- i. Public Hearings shall be conducted with such time necessary for a fair and reasonable oral testimony; it is the City's policy not to institute time limits for public testimony under Public Hearing matters.
 - e. Presiding Officer Closes Hearing.
 - i. Once the hearing has been closed, no additional public testimony will be taken without a majority vote of the Council to reopen the hearing.
 - ii. No main motions may be made by a Councilmember until after a hearing is closed for public comment.
 - f. Discussion by Council.
 - g. Action by Council.
- 8.7 Public Comment.
 - a. During Regular City Council meetings, comments may be offered on items not on the agenda under that portion of the agenda identified for Public Comment. Comments shall be limited to three (3) minutes per person, with thirty (30) minutes for the total comment period, unless otherwise indicated by the Presiding Officer.
 - b. Upon addressing the Council, each speaker is requested, but not required, to state their name.
 - c. Councilmembers shall be respectful of the speakers and shall not enter into a debate with any member of the public. Cross-exchange, including follow-up questions, between the Council and the public should be limited to the extent possible during Public Comment.
 - d. The public may also choose to submit a written comment. Public comments received via email, postal mail, or hand-delivered to the City Clerk will be distributed to the Council and incorporated into the official minutes; however, they will not be read aloud in open session.
 - e. A group of speakers may designate a single speaker to represent the group. The designated speaker would be given the time which would have been allocated to others (to a maximum of 10 minutes) to speak. Individuals wanting to delegate time to another must be present at the meeting and must indicate their desire to cede time to a single individual by notifying the City Clerk.

- f. The Presiding Officer or Parliamentarian have the right to ask a member of the public to step down if over the allotted time or if comments are not germane.
 - g. Unless prior arrangements have been made by a member of the public with the City Clerk by the Friday preceding the Tuesday council meeting at 5:00 P.M., audiovisual materials of any kind will not be permitted during Public Comment.
 - h. Alternative methods of addressing the Council shall be allowed for persons who do not speak English or those who require other accommodations. Requests for accommodation should be made with the City Clerk.
 - i. State law provides that Council can take action only on such matters that have been noticed at least 72 hours in advance of the meeting, unless special circumstances are found to exist. As a result, substantive discussion or formal action by the Council on non-agendized items is not allowed under Public Comment.
- 8.8 Voting and Motions. Councilmembers will have the opportunity to ask questions of staff, comment on, and discuss any agendized item in order to help form a consensus before a motion is offered. After such discussion, any Councilmember may make a motion. Before the motion can be considered or discussed, it must be seconded; a motion that does not receive a second is considered a “dead” motion.
- Unless any Councilmember calls for separate votes in advance, any item on the Agenda with related sub-parts shall be treated as one agenda item and voted on in one motion.
- 8.9 Abstaining from a Vote. Any council member who abstains from voting without a valid reason shall be deemed to have voted with the majority on that particular issue. Any council member who publicly announces that they are abstaining from voting on a particular matter for specified and valid reasons shall not subsequently be allowed to withdraw that abstention.
- 8.10 Tie Votes. If a tie vote results at a time when less than all members of the Council who may legally participate in the matter are present, the matter may be automatically continued to the agenda of the next regular meeting of the Council, unless otherwise ordered by the Council. Otherwise, tie votes shall be lost motions.
- 8.11 Discussion.

- a. Speaking More Than Once. To encourage the full participation of all members of the Council, no member or members shall be permitted to monopolize the discussion of the question. If a Councilmember has already spoken, other Councilmembers wishing to speak shall then be recognized. It is not necessary for all City Councilmembers to speak or give their viewpoints if another Councilmember has already addressed their concerns.
- b. Relevancy of Discussion. All discussion must be relevant to the issue before the City Council. A Councilmember is given the floor only for the purpose of discussing the pending question; discussion which departs is out of order. Councilmembers shall avoid repetition and strive to move the discussion along. Arguments, for or against a measure, should be stated as concisely as possible.

A motion, its nature, or consequences, may be debated vigorously. It is never permissible to attack the motives, character, or personality of a Councilmember either directly or by innuendo or implication. It is the duty of the Presiding Officer to instantly rule out of order any Councilmember who engages in personal attacks.

It is the responsibility of each Councilmember to maintain an open mind on all issues during discussion and deliberation.

- c. Presiding Officer's Duties During Discussion. The Presiding Officer has the responsibility of controlling and expediting the discussion. A Councilmember who has been recognized to speak on a question has a right to the undivided attention of the Council. It is the duty of the Presiding Officer to keep the subject clearly before the members, to rule out irrelevant discussion, and to restate the question whenever necessary.
- d. After the Vote. Once a majority of the Council has approved a motion, no further discussion shall be made.

8.12 Councilmember Respect. Councilmembers shall abide by the majority decision of the Council, even if in the minority. All members of the Council, including those serving as Mayor and Mayor Pro Tem, have equal votes. No Councilmember has more power than any other, and all shall be treated with equal respect.

SECTION 9. CLOSED SESSIONS

9.1 Purpose. It is the policy of the City Council to conduct its business in public to the greatest extent possible. However, state law recognizes that, in certain circumstances, public discussion could potentially jeopardize the public interest,

compromise the City's position, and could cost the taxpayers of Lindsay financially. Therefore, closed sessions shall be held from time to time in accordance with the law. The procedures for the conduct of these meetings shall be the same as for public meetings, except that the public will be excluded.

- 9.2 Rule of Confidentiality. The City Council recognizes that breaches in confidentiality can severely prejudice the City's position in litigation, labor relations and real estate negotiations. Further, breaches of confidentiality can create a climate of distrust among Councilmembers and can harm the Council's ability to communicate openly in closed sessions, thereby impairing the Council's ability to perform its official duties.

The City Council further recognizes that confidentiality of discussions and documents are at the core of a closed session. Confidentiality is essential if the closed session is to serve its purpose. Therefore, the City Council will adhere to a strict policy of confidentiality for closed sessions.

- 9.3 Breach of Rule of Confidentiality. No person who attends a closed session may disclose any statements, discussions, or documents used in a closed session except where specifically authorized by State law. Any authorized disclosure shall be in strict compliance with these rules and the Ralph M. Brown Act. Violation of this rule shall be considered a breach of this rule of confidentiality and grounds for censure.

- 9.4 Agenda. The agenda for a closed session will contain that information required to be disclosed pursuant to the Ralph M. Brown Act.

- 9.5 Permissible Topics. All closed sessions will be held in strict compliance with the Ralph M. Brown Act. The City Attorney and/or City Clerk will advise in advance on topics that may be discussed in a closed session.

- 9.6 Rules of Decorum.

- a. The same high standard of respect and decorum as apply to public meetings shall apply to closed sessions. There shall be courtesy, respect and tolerance for all viewpoints and for the right of Councilmembers to disagree. Councilmembers shall strive to make each other feel comfortable and safe to express their points of view. All Councilmembers have the right to insist upon strict adherence to this rule.
- b. Prior to a vote, the Presiding Officer shall ensure that the motion is clearly stated and clearly understood by all Councilmembers.

- 9.7 Conduct of Meeting.

- a. The Presiding Officer will call the closed session to order.

- b. The Presiding Officer will keep discussion focused on the permissible topics.
- c. The use of handouts and visual aids such as charts is encouraged to focus debate and promote understanding of the topic. All such materials are strictly confidential.
- d. If the City Council in closed session has provided direction to City staff on proposed terms and conditions for any type of negotiations, whether it be related to property acquisitions or disposal, a proposed or pending claim or litigation, or employee negotiations, all contact with the other party will be through the designated City person(s) representing the City in the handling of the matter. A Councilmember, not so designated by the Council, will not under any circumstances have any contact or discussion with the other party or its representative concerning the matter which was discussed in the closed session, and will not communicate any discussions conducted in closed session to such party.

9.8 Public Disclosure After Final Action.

- a. The Ralph M. Brown Act requires that, as a body, the City Council make certain public disclosure of closed session decisions when those actions have become final. Accordingly, the City Council shall publicly report any final action taken in closed session, and the vote, including abstentions, as directed by the Ralph M. Brown Act. B. The report will state only the action taken and the vote. Unless authorized by the majority of the City Council, the report will not make representations as to the debate or discussion that occurred. Except for the action taken and the vote, all closed session discussions will remain confidential.

SECTION 10. DECORUM

- 10.1 Councilmembers. Members of the City Council value and recognize the importance of the trust invested in them by the public to accomplish the business of the City. Councilmembers shall accord the utmost courtesy to each other, City employees, and the public. When speaking, a Councilmember's tone should remain neutral and non-verbal communication aspects should be considerate and polite.
- 10.2 City Employees. Members of the City staff shall observe the same rules of order and decorum applicable to the City Council.
- 10.3 Public. Members of the public attending City Council meetings shall observe the same rules of order and decorum applicable to the City Council.

- 10.4 Noise in the Chambers. Noise emanating from the audience, whether expressing opposition or support within the City Hall Chambers which disrupts City Council meetings, shall not be permitted. All cellular phones and other consumer electronic devices shall be muted while in the chambers.

SECTION 11. DISCLAIMER

To the extent a matter is not covered by the Handbook, the Presiding Officer in consultation with the City Clerk and/or City Attorney may make a ruling. Any such ruling may not violate the Charter of the City of Lindsay, the Lindsay Municipal Code, or statutory provisions that may govern a particular matter.

If any rule, guideline, or policy contained herein is in conflict with the provisions of the Charter or the Lindsay Municipal Code, such rule shall be deemed invalid or modified to conform to the Charter or Lindsay Municipal Code. Such invalidity shall not affect other rules, guidelines, or policies contained herein which can be given effect without the invalid rule, guideline, or policy, and to this end these rules, guidelines, and policies are severable. Any deviation from the City Council Handbook shall not, alone, invalidate the approval of any matter.

**APPENDIX A: OPEN & PUBLIC: A GUIDE TO THE RALPH M. BROWN ACT
(LEAGUE OF CALIFORNIA CITIES)**

**APPENDIX B: ROSENBERG'S RULES OF ORDER (SIMPLE PARLIAMENTARY
PROCEDURES FOR THE 21ST CENTURY)**



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

NUMBER 21-50

TITLE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY APPROVING AND ADOPTING THE CITY OF LINDSAY CITY COUNCIL HANDBOOK

MEETING At a regularly scheduled meeting of the City of Lindsay City Council held on December 14, 2021 at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

WHEREAS, the City Council of the City of Lindsay wishes to ratify via resolution the agreed upon document, “City Council Handbook” which contains a set of norms and procedures to promote communication, understanding, fairness, and trust among the members of the Lindsay City Council and staff concerning their roles, responsibilities, and expectation for the management of the business of the City of Lindsay;

WHEREAS, the City Council Handbook shall be amended by a majority vote of the City Council and may be updated administratively by the City Clerk in order to remain current with federal, state, and local law;

WHEREAS, all conduct of the City Council shall be in full compliance with State law, including the Ralph M. Brown Act.;

WHEREAS, if any rule, guideline, or policy contained in the City Council Handbook is in conflict with the provisions of the Charter of the City of Lindsay or the Lindsay Municipal Code, such rule shall be deemed invalid or modified to conform to the Charter or Lindsay Municipal Code. Such invalidity shall not affect other rules, guidelines, or policies contained herein which can be given effect without the invalid rule, guideline, or policy, and to this end these rules, guidelines, and policies are severable. Any deviation from the City Council Handbook shall not, alone, invalidate the approval of any matter.

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

- SECTION 1. The City Council hereby approves and adopts the City Council Handbook.
- SECTION 2. This resolution shall be effective immediately upon its approval and adoption.



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

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.

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

MEETING DATE	December 14, 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