



# LINDSAY CITY COUNCIL MEETING: REGULAR MEETING

251 E. Honolulu St., Lindsay, CA 93247

Tuesday, July 10, 2018 @ 6:00PM

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CALL TO ORDER:	6:00pm
ROLL CALL:	Council Members Velasquez, Watson, Cortes, Mayor Pro Tem Salinas & Mayor Kimball
PLEDGE:	Council Member Watson
INVOCATION:	To be announced at the Council Meeting
PUBLIC COMMENT	The public is invited to comment on any subject under the jurisdiction of the Lindsay City Council, including agenda items, other than noticed public hearings. Comments shall be limited to three minutes per person, with 30 minutes overall for the entire comment period, unless otherwise indicated by the Mayor. Participants speak at the stand after clearly stating their name for the Clerk.

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<b>1 COUNCIL REPORTS</b> Council Members	City Council Members report on recent, current or upcoming events, activities or matters.
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<b>2 STAFF REPORT</b> Bill Zigler, City Manager	City Manager reports on recent, current or upcoming events, activities or matters.
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<b>3 CONSENT CALENDAR</b> Mayor Kimball Pages 1-41	<ol style="list-style-type: none"><li>1. City Council Meeting Minutes for June 26, 2018</li><li>2. Warrant List for July 2, 2018</li><li>3. Treasurers Report June 2018</li><li>4. Authorize City Manager to sign Dispatch Agreement with Tulare County Sheriff's Office</li><li>5. Resolution 18-36 affirming the City Manager's authority to sign the July 2, 2018 Memorandum of Understanding (MOU) for the City of Lindsay and the Lindsay City Employees Association (Miscellaneous Bargaining Unit)</li></ol>
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<b>4 PUBLIC HEARING &amp; RESOLUTION</b> Mike Camarena, City Services Dir. Pages 42-54	Consideration of Resolution No. 18-37 Ordering the Continued Maintenance of Landscape and Lighting Maintenance Districts and Confirming the Engineer's Report and Assessment for FY 2018-19
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<b>5 MINUTE ORDER</b> Bret Harmon, City Clerk Pages 55-60	Request to Designate a Voting & Alternate member for the 2018 League of California Cities Conference
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Materials related to an Agenda item submitted to the legislative body after distribution of the Agenda Packet are available for public inspection in the office of the City Clerk during normal business hours. Complete agenda is available at [www.lindsay.ca.us](http://www.lindsay.ca.us). In compliance with the Americans with Disabilities Act & Ralph M. Brown Act, if you need special assistance to participate in this meeting, or to be able to access this agenda and documents in the agenda packet, please contact the office of the City Clerk at (559) 562-7102 x 8020. Notification 48 hours prior to the meeting will enable the City to ensure accessibility to this meeting and/or provision of an alternative format of the agenda and documents in the agenda packet.



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<b>6</b>	<b>CONTRACT AWARD</b> Mike Camarena, City Services Dir. Pages 61-66	Approval and award of City Engineer Contract Services
<b>7</b>	<b>ORDINANCE No. 567</b> Bill Zigler, City Manager Pages 67-88	<b>2<sup>nd</sup> READING</b> An ordinance of the City of Lindsay imposing a business tax on commercial cannabis businesses.
<b>8</b>	<b>MINUTE ORDER</b> Brian Spaunhurst, Asst. Planner Pages 89-92	Temporary Use Permit 18-21: Lindsay Skimmers Use of City Park and Surrounding Areas
<b>9</b>	<b>FUTURE AGENDA ITEMS</b> Council Member	Council members request items for future agendas.
<b>10</b>	<b>EXECUTIVE SESSION</b>	NONE
<b>11</b>	<b>ADJOURN</b> Mayor Kimball	Council adjourns meeting. The next Regular City Council meeting will be held at 251 E. Honolulu Street, Lindsay at 6:00PM on July 31, 2018.

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# LINDSAY CITY COUNCIL MEETING: REGULAR MEETING

251 E. Honolulu St., Lindsay, CA 93247

Tuesday, June 26, 2018 @ 6:00PM

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- CALL TO ORDER: 6:00pm (moved to community development conference room)
- ROLL CALL: Council Members Velasquez, Watson, Cortes, Mayor Pro Tem Salinas & Mayor Kimball  
Present: All Present
- PLEDGE: Council Member Velasquez
- INVOCATION: William Zigler, City Manager
- PUBLIC COMMENT: The public is invited to comment on any subject under the jurisdiction of the Lindsay City Council, including agenda items, other than noticed public hearings. Comments shall be limited to three minutes per person, with 30 minutes overall for the entire comment period, unless otherwise indicated by the Mayor. Participants speak at the stand after clearly stating their name for the Clerk.

Speaker	Comments
Eric Sinclair	Loves soccer and has been watching the World Cup. Appreciates seeing countries coming together. Is part of the American Legion. Wants to bring basic training to Lindsay, CA. Says the Wellness Center is designed for basic training. Would like to begin training on July 1 at 8AM.

## 1 COUNCIL REPORTS

City Council Members report on recent, current or upcoming events, activities or matters

Council Members

Speaker	Comments
Velasquez	Attended the ribbon cutting festivities at McDermont. Impressed by the people who were there. Attended the Lindsay Tire ribbon cutting.
Cortes	Was approached Jefferson School PTO president eager to know about the roundabout project. Would like to help once school starts. Will be available to help as a liaison to the parents. Attended Friday Night Market with family from Texas. Went back the next morning and could not tell there had been an event the night before. Was impressed by it. Visited the animal shelter, was impressed by the facility and adopted a dog.
Kimball	Attended ribbon cutting at McDermont with Mayor Pro Tem Salinas. Appreciated the Porterville Recorded having something on the front page. Attended the TCAG meeting. A new chair, Supervisor Crocker, will take over in July.

## 2 STAFF REPORT

City Manager reports on recent, current or upcoming events, activities or matters

Bill Zigler, City Manager

Speaker	Comments
Zigler	Thanked staff for work while he was out of office last week. Shared news of the passing of Jerry Luallen on Saturday Maria will ask council to schedule KTIP radio talks on one Thursday a month. Filter bank renovation should be ready by end of the month. Well 15 project is going to start July 9. DBP mailing soon. Soccer complex is moving along well. Clubhouse remodeling moving ahead. Roundabout – project bidding starts tomorrow. Climatec audit is underway. Central Valley Internet are expanding fiber optic. Health fair coming up. Lots of swimming opportunities and other activities through the Wellness Center.
Cortes	Used to attend the Health Committee Meeting on a quarterly basis.
Zigler	Staff will check in with the Hospital Board and find out.

## 3 CONSENT CALENDAR

1. City Council Meeting Minutes for June 12, 2018
2. Warrant List for June 1, 2018
3. School Resource Officer (SRO) Agreement with LUSD
4. Transfer Funds from General Funds to Wellness and Assessment Districts

Mayor Kimball

Agenda Packet Pages 1-27

Motion & Vote

1 <sup>st</sup>	2 <sup>nd</sup>	Velasquez	Watson	Cortes	Salinas	Kimball	Result
Salinas	Velasquez						5-0 Approved



# LINDSAY CITY COUNCIL MEETING: REGULAR MEETING

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## 4 PRESENTATION 2017 Recycling Updates

Sol Flores, Mid Valley Disposal

Speaker	Comments
Sol Flores	Presented information about commercial site visits (64 business visits and 15 multi-family visits). A few businesses need to come into compliance. There is a \$50 fine for non-compliance. City of Lindsay has scavengers which can cause contamination as they move items from one bin to another. Recommending the business owners get locking bins or enclosed areas. Conducted Load Checks by quadrant. Trying to figure out how to help high-contamination areas. Identifying individuals who continue to contaminate to work on improving compliance and at proper divergence rates. Conducted a contamination program which involves opening every can in the City. Tagged 300 cans. Residents ignored the communications. Will start ramping up enforcement. Have conducted various community outreach, including coffee in the park and the Harvest Festival. First Annual Clean up last October. It was a successful clean up. Contamination Week is July 9-13. Will not pick up contaminated cans. Information can be found in the Finance Department and on the website. Reviewed upcoming events. Will report back later with information about Lindsay's performance. Going back to recycling basics. Only items with Recycling #2 can be recycled. Items of Recycling #3 or higher are no longer eligible for recycling. Will look at getting banners for the wind machine.
Cortes	A good place to get word out is at the migrant immigration network.
Sol Flores	Have attended these, provided educational information and will work together to solve any issues.
Salinas	Commented on the value of locks on commercial bins.
Sol Flores	Scavenging is a problem in Lindsay. Working on ways to combat the problem. Will also have a hazardous waste dump day in October.
Velasquez	Commented on how difficult it is to find the information about what is eligible for recycling.
Sol Flores	Will work on the information accessibility and with Finance Staff to help right-size container for people.

- 5 RESOLUTIONS No. 18-33, 18-34 and 18-35** Actions on Lighting and Landscape Maintenance Assessment Districts
- Mike Camarena, Director of City Services  
Agenda Packet Pages 28-47
- A. Res. 18-33 Ordering the preparation of an Engineer's Report for the FY 2018-19 Landscape & Lighting Maintenance Districts.
  - B. Res. 18-34 Giving Preliminary Approval of the Engineer's Report for the FY 2018-19 Landscape & Lighting Maintenance Districts.
  - C. Res. 18-35 Declaring the Intent to Levy & Collect Assessments for FY 2018-19 & Setting a Public Hearing for July 10, 2018.

Speaker	Comments
Camarena	Councilmember Cortes will recuse herself when voting.
Cortes	Asked about maintenance schedules to confirm proper maintenance.
Camarena	The maintenance is outsourced, so the companies caring for the area is responsible for issues.
Cortes	Will report issues to the City.
Watson	Asked about the annual cost.
Harmon	Total is approximately 85,000 per year.
Velasquez	Asked about how a project can be funded
Camarena	Money is carried over from one year to the next, so it can pay for a larger project. Current year pays for weed abatement and savings for next year.

Motion & Vote: Considered 18-33, 18-34 and 18-35 in one motion.

1 <sup>st</sup>	2 <sup>nd</sup>	Velasquez	Watson	Cortes	Salinas	Kimball	Result
Velasquez	Watson	Yes	Yes	Recused	Yes	Yes	4-0 Approved

- 6 PUBLIC HEARING** RESOLUTION No. 18-32
- Bret Harmon, Director of Finance  
Agenda Packet Pages 48-51
- A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY APPROVING THE FISCAL YEAR OPERATING BUDGET AND FIVE-YEAR CAPITAL IMPROVEMENT PLAN FOR 2018-2019.



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Speaker	Comments
Harmon	Presented budget overview for each major fund and answered questions.
Camarena / Council	Discussed capital improvements with council. Discussed removing Foothill Light Tower Protection Planters. Would like to improve around the schools as well, to improve the appeal to teachers and administrators. Decided to do a study session on the streets after approving the budget tonight.
Public Hearing	Opened at 7:33pm
Eric Sinclair	In favor of the budget.
	Closed at 7:34pm

## Motion & Vote

1 <sup>st</sup>	2 <sup>nd</sup>	Velasquez	Watson	Cortes	Salinas	Kimball	Result
Salinas	Velasquez	Yes	absent	Yes	Yes	Yes	4-0 Approved

- 7 RESOLUTION 18-31** Resolution Calling City Election for Voter Approval of Commercial Cannabis Business Tax; add Chapter 5.32 to the Lindsay Municipal Code; and Specifications of the Election Order.  
 Bill Zigler, City Manager  
 Agenda Packet Pages 52-59

Speaker	Comments
Zigler	Provided information on Council's wish to consider tax measures. Reviewed the staff report.
Velasquez	Asked about the order for taxation, order for resolutions and ordinance.
Zamora & Zigler	Explained the order of the election and the functioning of the tax. Zoning requirements is what will prohibit retail sales. Council will have discretion to change tax rates or zoning requirements.
Watson	The Council has great latitude in how to apply this tax.
Zamora	The council should consider Item 8 and Item 9 together.
Kimball	For putting this on the ballot

## Motion & Vote: Strike the CPI reference in paragraph 4 – ballot measure question

1 <sup>st</sup>	2 <sup>nd</sup>	Velasquez	Watson	Cortes	Salinas	Kimball	Result
Watson	Cortes	yes	yes	yes	yes	Yes	5-0 Approved

- 8 PUBLIC HEARING** ORDINANCE No. 567:  
 Bill Zigler, City Manager FIRST READING OF ORDINANCE 567: AN ORDINANCE OF THE CITY OF LINDSAY IMPOSING A BUSINESS TAX ON COMMERCIAL CANNABIS BUSINESSES  
 Agenda Packet Pages 60-81

Speaker	Comments
Public Hearing	Opened at 7:46
Eric Sinclair	Against the resolution because banks do not want to deal with monies involved in cannabis.
	Closed 7:48
Kimball	Asked about banks
Zamora	Banks do not want to see a specific account for cannabis. Prefer everything going directly into one account.
Watson	FDA approved a medicine with cannabis in it.
Zamora	Explained how the ordinance will go into effect after a vote

## Motion & Vote – First Reading

1 <sup>st</sup>	2 <sup>nd</sup>	Velasquez	Watson	Cortes	Salinas	Kimball	Result
Velasquez	Salinas	yes	yes	yes	Yes	yes	5-0 Approved

- 9 FUTURE AGENDA ITEMS** Council members request items for future agendas.  
 Council Members



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Speaker	Comments
Watson	Would like to solicit bids and to chase grants for new windows and HVAC at City Hall
Camarena	Climatec is currently investigating.
Watson	Wondering about cameras from Tule River
Zigler	They do not have cameras

## 10 EXECUTIVE SESSION

1. Conference with Labor Negotiators–GC\$54957.6  
Agency designated representatives:  
Bill Zigler, City Attorney, Bret Harmon  
Employee organization: SEIU
2. Conference with Real Property Negotiators - GC\$54956.8  
Property: APN No.'s 199-200-003, 199-210-35, 205-040-005, 205-051-015 and 205-051-016  
Property Negotiator: Mike Camarena, Director of City Services and Mario Zamora, City Attorney  
Negotiating Parties: City of Lindsay  
Under Negotiation: Price & Term

Nothing to report

## 11 ADJOURN

Council adjourns meeting. The next Regular City Council meeting will be held at 251 E. Honolulu Street, Lindsay at 6:00PM on July 10, 2018.

Mayor Kimball

### Motion & Vote

1 <sup>st</sup>	2 <sup>nd</sup>	Velasquez	Watson	Cortes	Salinas	Kimball	Result
Salinas	Watson						5-0 Approved

ATTEST:

CITY COUNCIL OF THE CITY OF LINDSAY

\_\_\_\_\_  
Bret Harmon, City Clerk

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

FUND	Check #	Date	Vendor #	Vendor Name	Description	Amount
<b>TOTAL</b>						<b>\$ 501,590.08</b>
101 - GENERAL FUND	92509	6/28/2018	2873	ADVANTAGE ANSWERING	ANSWERING SERVICE	153.16
101 - GENERAL FUND	92510	6/28/2018	7	AG IRRIGATION SALES	IRRG. SUPPLIES	750.29
101 - GENERAL FUND	92511	6/28/2018	400	AGRI-HOME	REEL - EQ.MAINT	30.07
101 - GENERAL FUND	92512	6/28/2018	1858	ALL PRO FIRE AND SA	SR CNTR FIRE EX. MN	60.00
101 - GENERAL FUND	92513	6/28/2018	3898	AMERICAN INCORPORAT	150 MIRAGE- SERVICE	5,066.42
101 - GENERAL FUND	92514	6/28/2018	4924	ASI ADMINISTRATIVE	MAY 2018	35.00
101 - GENERAL FUND	92515	6/28/2018	5457	AUTO ZONE COMMERCIA	CR.REF #3329392152	125.20
101 - GENERAL FUND	92516	6/28/2018	3232	BIG BEN'S	DOOR REPAIR	7.50
101 - GENERAL FUND	92519	6/28/2018	2872	CHIEF SUPPLY	NITRILE GLOVES	62.81
101 - GENERAL FUND	92520	6/28/2018	5832	CINTAS CORPORATION	621466818	1,284.45
101 - GENERAL FUND	92526	6/28/2018	119	DOUG DELEO WELDING	ACETYLENE/OXY RENTA	402.09
101 - GENERAL FUND	92527	6/28/2018	6313	FERNANDA CONTRERAS	ARBOR DEPOSIT REFUN	100.00
101 - GENERAL FUND	92530	6/28/2018	6010	FRONTIER COMMUNICAT	209-042-9309	1,999.63
101 - GENERAL FUND	92532	6/28/2018	148	GOMEZ AUTO & SMOG	#82 THERMOSTAT	479.10
101 - GENERAL FUND	92533	6/28/2018	6312	GUADALUPE IBARRA	ARBOR DEPOSIT REFUN	100.00
101 - GENERAL FUND	92535	6/28/2018	4378	JOSEPH H AVINA	PLZA REPLACE WTR HT	494.96
101 - GENERAL FUND	92536	6/28/2018	6100	KEENAN & ASSOCIATES	JUNE 2018 HEALTH	47,746.98
101 - GENERAL FUND	92537	6/28/2018	1932	LALANNES		403.70
101 - GENERAL FUND	92538	6/28/2018	1422	LINDSAY TRUE VALUE	STREETS ACCT	1,052.37
101 - GENERAL FUND	92540	6/28/2018	234	MARTIN'S TIRE & AUT	TIRE RPR-TRAILER	18.00
101 - GENERAL FUND	92542	6/28/2018	6280	MINERAL KING TOXICO	BLOOD DRUG SREEN	340.00
101 - GENERAL FUND	92544	6/28/2018	272	PITNEY BOWES INC.		195.75
101 - GENERAL FUND	92545	6/28/2018	276	PORTERVILLE RECORDE	BUDGET CAPITAL IMP	183.09
101 - GENERAL FUND	92546	6/28/2018	1849	PORTERVILLE VALLEY	PRE PHYS. S.YACUTA	135.00
101 - GENERAL FUND	92549	6/28/2018	399	QUAD KNOPF,INC.	LOT LINE ADJ N.LEMU	136.00
101 - GENERAL FUND	92550	6/28/2018	285	QUILL CORPORATION	HP DESIGN JET INK	1,114.72
101 - GENERAL FUND	92551	6/28/2018	5356	RAY MORGAN COMPANY	IR3035	441.63
101 - GENERAL FUND	92553	6/28/2018	5624	SIERRA SANITATION,	HANDICAPPED UNIT MA	173.88
101 - GENERAL FUND	92554	6/28/2018	310	SOUTHERN CA. EDISON	2-31-637-6656	4,469.06
101 - GENERAL FUND	92555	6/28/2018	518	TCAG	DOWNTOWN REPMT FY18	13,105.54
101 - GENERAL FUND	92556	6/28/2018	5755	TELEPACIFIC COMMUNI	6-9-18 TO 7-8-18	5,560.23
101 - GENERAL FUND	92557	6/28/2018	4849	U.S. BANK EQUIPMENT	250IF PD	1,297.17
101 - GENERAL FUND	92559	6/28/2018	1032	US POSTMASTER	P O BOX RENEWAL 1YE	274.00
101 - GENERAL FUND	92562	6/28/2018	4865	VALLEY ELECTRICAL S	SIDEWALK RPR-SWEETB	175.16
101 - GENERAL FUND	92563	6/28/2018	1041	VERIZON WIRELESS	FIELD CREW PHONES	114.56
101 - GENERAL FUND	92564	6/28/2018	368	VOLLMER EXCAVATION,	LOAD OF DG	247.83
300 - MCDERMONT OPER	92534	6/28/2018	6253	HARDCASTLE SPECIALT	FIRE ALRM MONIT/INS	175.00
300 - MCDERMONT OPER	92552	6/28/2018	3622	RLH FIRE PROTECTION	FIRE SPRNLER MAINT	862.00
400 - WELLNESS CENTER	92524	6/28/2018	3733	DIRECTV	059208625	202.84
552 - WATER	92517	6/28/2018	51	BSK	BSK WATER TESTING	1,500.00
552 - WATER	92522	6/28/2018	5320	CRWA	MEM.DUES 8/18-8/19	1,070.00
552 - WATER	92523	6/28/2018	102	CULLIGAN	#154799	658.50
552 - WATER	92528	6/28/2018	3478	FRESNO PIPE & SUPPL	ROMAC-SS1 SUPPLIES	2,005.48
552 - WATER	92529	6/28/2018	137	FRIANT WATER AUTHOR	TOTL SLDMWA EX CONT	6,614.96
552 - WATER	92539	6/28/2018	1442	LLOYD ANDERSON ELEC	PUMP PNL RD180/188	566.58
552 - WATER	92543	6/28/2018	1991	NTU TECHNOLOGIES, I	5-GALLON AE212P- SH	41.60
552 - WATER	92547	6/28/2018	5796	PRESORT OF FRESNO L	MARCH DELIQUENT	1,842.66
552 - WATER	92560	6/28/2018	356	USA BLUEBOOK	PRESSURE GAUGE	513.29
553 - SEWER	92525	6/28/2018	5978	DOMINO SOLAR LTD	WWTP SOLAR	4,198.20
553 - SEWER	92531	6/28/2018	1970	GIOTTO'S	WWTP BATTERY RPRS	141.00
553 - SEWER	92548	6/28/2018	4618	PROVOST & PRITCHARD	GWM&R EAST PONDS	1,143.50
554 - REFUSE	92541	6/28/2018	5852	MID VALLEY DISPOSAL	MAY 2018	70,113.36
600 - CAPITAL IMPROVEM	92518	6/28/2018	2052	CADENA CONSTRUCTION	HRPP OFFICE RENOVAT	17,280.00
600 - CAPITAL IMPROVEM	92521	6/28/2018	6090	CLEAN CUT LANDSCAPE	HRPP SOCCER FIELD P	Void

FUND	Check #	Date	Vendor #	Vendor Name	Description	Amount
600 - CAPITAL IMPROVEM	92561	6/28/2018	2099	VAHNN BLUE CONSTRUC	CLUBHOUSE REMODEL P	Void
600 - CAPITAL IMPROVEM	92565	6/29/2018	6090	CLEAN CUT LANDSCAPE	HRPP SOCCER FIELDS	48,047.00
600 - CAPITAL IMPROVEM	92566	6/29/2018	6090	CLEAN CUT LANDSCAPE	SOCCER FIELDS PROJE	208,653.00
600 - CAPITAL IMPROVEM	92567	6/29/2018	2099	VAHNN BLUE CONSTRUC	CLUB HOUSE REMODEL	23,196.74
600 - CAPITAL IMPROVEM	92568	6/29/2018	2099	VAHNN BLUE CONSTRUC	CLUB HOUSE REMODEL	22,479.02
660 - RDA OBLIGATION RE	92558	6/28/2018	2468	URBAN FUTURES INC.	CD-2018-95	1,950.00





**Monthly Treasurer's Report**  
**June 30, 2018**  
**Cash Balances Classified by Depository**

**CASH RESOURCES**

LOCATION	GL ACCOUNT #	TYPE	BALANCE
Cash Register Funds (City Hall & Wellness)	100-102	RES	\$800
Bank of the Sierra - Payroll	100-106	GEN	\$688,673
Bank of the Sierra - AP/Operating	100-100	GEN	\$2,096,957
Bank of the Sierra - Wellness Center	100-500	GEN	\$29,432
Bank of the Sierra - Impound Account	100-120	RES	\$13,122
Bank of the Sierra - WWTP Project	100-553	RES	\$3,129
Bank of the Sierra - Water Project	100-552	RES	\$152
Bank of the Sierra- Depository Account	100-114	GEN	\$974,279
LAIF Savings: City & Successor Agency	100-103	INV-RES	\$417,953
<b>TOTAL</b>			<b>\$4,224,497</b>

**CASH EXPENDED**

ACCOUNTS PAYABLE & PAYROLL	AMOUNT
Accounts Payable	\$974,252
Payroll (June 8, 2018)	\$182,132
Payroll (June 22, 2018)	\$210,138
<b>TOTAL</b>	<b>\$ 1,366,522</b>

DEBT SERVICE	AMOUNT
TCAG Settlement	\$13,106
McDermont	\$36,606
Water Plant	\$8,377
Sewer Plant	\$25,623
<b>TOTAL</b>	<b>\$ 83,712</b>

**INVESTMENTS**

**INVESTMENT POLICY COMPLIANCE**

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

<b>INVESTED FUNDS</b>	<b>\$417,953</b>
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Respectfully submitted,

*Bret Harmon*

Director of Finance  
 City of Lindsay

**ABBREVIATIONS**

GEN: GENERAL UNRESTRICTED  
 RES: RESTRICTED ACTIVITY  
 INV: INVESTMENT



## STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA  
DATE: July 10, 2018  
AGENDA #: 3.4  
STAFF: Bret Harmon, Director of Finance, bharmon@lindsay.ca.us

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### AGENDA ITEM

TITLE	<b>Minute Order to authorize City Manager to sign contract for 24-hour/7-days-per-week Dispatch Services through the Tulare County Sheriff's Office.</b>
ACTION	Authorize City Manager to sign contract
PURPOSE	Statutory/Contractual Requirement

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### RECOMMENDATION

Staff respectfully recommends the City Council authorize the City Manager to sign a contract with the Tulare County Sheriff's Office for dispatch services.

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### BACKGROUND | ANALYSIS

The City of Lindsay currently contracts with the Tulare County Sheriff's Office (TCSO) for dispatch services from 5:00PM-8:00AM Monday through Friday and 24 hours on Saturdays, Sundays and Holidays. The City's current contracted cost is \$62,594. The new 24-hour service cost will be \$78,868.

The change to 24-hour dispatch service through TCSO is part of the Public Safety Department's reorganization and cost-saving plan.

### BENEFIT

By switching to the 24-hour dispatch service through TCSO, the City will save \$92,100 annually while still retaining records management.

### ATTACHMENTS

- Copy of agreement from TCSO for 24-hour dispatch services.

## **AGREEMENT**

### **I. INTRODUCTION**

**THIS AGREEMENT** is entered into as of \_\_\_\_\_, between the COUNTY OF TULARE, referred to as COUNTY, and CITY OF LINDSAY, referred to as CITY, with reference to the following:

### **II. RECITALS**

- A. The CITY maintains and operates a police and fire protection organization within its boundaries; and
- B. CITY desires to contract with the COUNTY for COUNTY to provide 24-hour emergency dispatch and communication services; and
- C. The COUNTY incurs additional operating costs to provide those services to the CITY; and
- D. The COUNTY is agreeable to rendering such emergency dispatch and communication services as herein set forth; and
- E. Such contracts are authorized by Section 51300 et seq., section 54980 et seq., and section 6500 et seq. of the Government Code; and
- F. CITY and COUNTY agree to the termination of Tulare COUNTY Agreement No. 27284, effective June 30, 2016.

**ACCORDINGLY, IT IS AGREED:**

### **III. SPECIFIC TERMS**

- 1. **TERM:** This Agreement shall become effective as of July 1, 2017, unless otherwise terminated and shall expire at 11:59 PM on June 30, 2019 as provided in this Agreement.
  - a. **SERVICES TO BE PERFORMED:** COUNTY agrees to provide emergency dispatch and communication to the CITY as follows:
    - (a) Answer and interrogate all emergency calls and callers seven (7) days per week, 24 hours per day.
    - (b) Alert appropriate personnel, as designated by CITY, for emergency response.
    - (c) Monitor response and dispatch additional personnel and/or

equipment as requested by Incident Commander.

**2. PAYMENT FOR SERVICES:** See attached **EXHIBIT A**.

#### **IV. GENERAL TERMS**

**3. INDEPENDENT CONTRACTOR STATUS:**

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

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

1. Withhold FICA (Social Security) from COUNTY'S payments.
2. Make state or federal unemployment insurance contributions on COUNTY'S behalf.
3. Withhold state or federal income tax from payments to COUNTY.
4. Make disability insurance contributions on behalf of COUNTY.
5. Obtain unemployment compensation insurance on behalf of COUNTY.

(c) Notwithstanding this independent COUNTY relationship, CITY shall have the right to monitor and evaluate the performance of COUNTY to assure compliance with this Agreement.

**4. COMPLIANCE WITH LAW:** COUNTY shall provide services in accordance with applicable Federal, State, and local laws, regulations and directives. With respect to COUNTY's employees, COUNTY shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

**5. GOVERNING LAW:** This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed in Tulare County, California.

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

**7. CONFLICT OF INTEREST:**

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

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

(c) **INSURANCE:** Prior to approval of this Agreement by COUNTY, CITY shall file with the submitting department evidence of required insurance as set forth in **EXHIBIT C** attached. Insurance policies shall not be used to limit CITY's liability or to limit the indemnification provisions and requirements of this contract or

act in any way to reduce the policy coverage and limits available from the insurer(s).

**8. INDEMNIFICATION:** Each party to this Agreement shall hold harmless, defend and indemnify any other parties or their agent from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property arising from the negligent or intentionally wrongful acts or omissions of each party's own employees or agents in the performance of this Agreement. Any damages or claims resulting from or caused by a vehicle used pursuant to the terms of this Agreement shall be the sole responsibility of the lawful owner of the vehicle. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

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

**10. TERMINATION:**

(a) Without Cause: COUNTY will have the right to terminate this Agreement without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. CITY will pay to the COUNTY the compensation earned for work performed and not previously paid for to the date of termination. CITY will not pay lost anticipated profits or other economic loss. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from COUNTY of any and all plans, specifications and estimates, and other documents prepared by COUNTY in accordance with this Agreement. No sanctions will be imposed.

(b) With Cause: This Agreement may be terminated by either party should the other party:

- (1) be adjudged a bankrupt, or
- (2) become insolvent or have a receiver appointed, or
- (3) make a general assignment for the benefit of creditors, or
- (4) suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- (5) materially breach this Agreement.

In addition, either party may terminate this Agreement based on:

- (6) any material misrepresentation, by either party or anyone acting on either party's behalf, as to any matter related in any way to services provided under this agreement, or any other misconduct or circumstances which, in the sole discretion of
- (7) the other party, either impair the ability of the other party to competently provide the services under this Agreement, or expose the other party to an unreasonable risk of liability.

CITY will pay to the COUNTY the compensation earned for work performed and not previously paid for to the date of termination. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from COUNTY of any and all plans, specifications and estimates, and other documents prepared by COUNTY by the date of termination in accordance with this Agreement. CITY will not pay lost anticipated profits or other economic loss, nor will the CITY pay compensation or make reimbursement to cure a breach arising out of or resulting from such termination. If this Agreement is terminated and the expense of finishing the COUNTY's scope of work exceeds the unpaid balance of the agreement, the COUNTY must pay the difference to the CITY. Sanctions taken will be possible rejection of future proposals based on specific causes of non performance.

(c) Effects of Termination: Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where COUNTY's services have been terminated by the CITY, said termination will not affect any rights of the CITY to recover damages against the COUNTY.

(d) Suspension of Performance: Independent of any right to terminate this Agreement, the authorized representative of CITY for which COUNTY's services are to be performed, may immediately suspend performance by COUNTY, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal

by COUNTY to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

**11. INDEMNIFICATION:** CITY shall hold harmless, defend and indemnify COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including COUNTY property, arising from, or in connection with, the performance by CITY or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against COUNTY by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against COUNTY alleging civil rights violations by CITY under Government Code sections 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on COUNTY for CITY's failure to provide form DE-542, when applicable. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

**12. TERMINATION:**

(a) Without Cause: COUNTY will have the right to terminate this Agreement without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. CITY will pay to the COUNTY the compensation earned for work performed and not previously paid for to the date of termination. CITY will not pay lost anticipated profits or other economic loss. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from COUNTY of any and all plans, specifications and estimates, and other documents prepared by COUNTY in accordance with this Agreement. No sanctions will be imposed.

(b) With Cause: This Agreement may be terminated by either party should the other party:

- (1) be adjudged a bankrupt, or
- (2) become insolvent or have a receiver appointed, or
- (3) make a general assignment for the benefit of creditors, or
- (4) suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- (5) materially breach this Agreement.



In addition, COUNTY may terminate this Agreement based on:

- (6) material misrepresentation, either by COUNTY or anyone acting on COUNTY's behalf, as to any matter related in any way to CITY's retention of COUNTY, or
- (7) other misconduct or circumstances which, in the sole discretion of the COUNTY, either impair the ability of COUNTY to competently provide the services under this Agreement, or expose the CITY to an unreasonable risk of liability.

CITY will pay to the COUNTY the compensation earned for work performed and not previously paid for to the date of termination. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from COUNTY of any and all plans, specifications and estimates, and other documents prepared by COUNTY by the date of termination in accordance with this Agreement. CITY will not pay lost anticipated profits or other economic loss, nor will the CITY pay compensation or make reimbursement to cure a breach arising out of or resulting from such termination. If this Agreement is terminated and the expense of finishing the COUNTY's scope of work exceeds the unpaid balance of the agreement, the COUNTY must pay the difference to the CITY. Sanctions taken will be possible rejection of future proposals based on specific causes of non performance.

(c) Effects of Termination: Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where COUNTY's services have been terminated by the CITY, said termination will not affect any rights of the CITY to recover damages against the COUNTY.

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

**13. LOSS OF FUNDING:** It is understood and agreed that if the funding is either discontinued or reduced for this project for the CITY, that the COUNTY shall have the right to terminate this Agreement. In such event, the affected party shall provide the other party with at least thirty (30) days prior written notice of such termination.

**14. NOTICES:**

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

**COUNTY:**

TULARE COUNTY  
SHERIFF'S OFFICE  
ATTN: PATROL CAPTAIN  
2404 W. BURREL AVE.  
VISALIA, CA 93291  
559-636-4625

**WITH A COPY TO:**

TULARE COUNTY  
SHERIFF'S OFFICE  
ATTN: FISCAL MANAGER  
2404 W. BURREL AVE.  
VISALIA, CA 93291  
559-636-4635

**CITY:**

CITY COUNCIL  
CITY OF LINDSAY  
PO BOX 369  
LINDSAY, CA 93247  
559-592-9244

(b) Notice personally delivered is effective when delivered. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

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

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

fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.

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

**18. CONSTRUCTION:** This Agreement reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.

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

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

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

**22. EXHIBITS AND RECITALS:** The recitals and the exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

**23. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY:**

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

**24. ENTIRE AGREEMENT REPRESENTED:** This Agreement represents the entire agreement between COUNTY and CITY as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may

be modified without the written consent of both parties.

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

It is recognized that both the COUNTY and the CITY have the responsibility to protect COUNTY employees and clients from unlawful activities, including discrimination and sexual harassment in the workplace. Accordingly, CITY agrees to provide appropriate training to its employees regarding discrimination and sexual harassment issues, and to promptly and appropriately investigate any allegations that any of its employees may have engaged in improper discrimination or harassment activities. The COUNTY, in its sole discretion, has the right to require CITY to replace any employee who provides services of any kind to COUNTY pursuant to this Agreement with other employees where COUNTY is concerned that its employees or clients may have been or may be the subjects of discrimination or harassment by such employees. The right to require replacement of employees as aforesaid shall not preclude COUNTY from terminating this Agreement with or without cause as provided for herein.

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

**COUNTY OF TULARE**

Date: \_\_\_\_\_ BY \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST: MICHAEL C. SPATA  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

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

**CONTRACTOR**

Date: \_\_\_\_\_ By \_\_\_\_\_  
TITLE \_\_\_\_\_

Date: \_\_\_\_\_ By \_\_\_\_\_  
TITLE \_\_\_\_\_

Corporations Code section 313 requires that contracts with a corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of the corporation's Board of Directors' resolution authorizing the execution of the contract.

Approved as to Form  
County Counsel

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

Date \_\_\_\_\_

# EXHIBIT A

Tulare County Sheriff's Office Dispatch Services City of Lindsay Lindsay, CA	
Services	Provide 24-hour emergency dispatch and communication services.
Quarterly Costs	\$19,717
Annual Costs	\$78,868
<p>NOTE: Billing will be submitted on a quarterly basis for services performed during the quarter: January-March; April-June; July-September; and October-December. The County of Tulare will send the City of Lindsay an invoice by the 30th of the month following the close of each quarter. Payment will be due by the City to the County within 30 days after receipt of each invoice.</p>	



## STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA  
DATE: July 10, 2018  
AGENDA #: 3.5  
STAFF: Bret Harmon, Director of Finance, bharmon@lindsay.ca.us

---

### AGENDA ITEM

TITLE	<b>Resolution 18-36 affirming the City Manager’s authority to sign the July 2, 2018 Memorandum of Understanding (MOU) for the City of Lindsay and the Lindsay City Employees Association (Miscellaneous Bargaining Unit)</b>
ACTION	Approve Resolution 18-36 Affirming City Manager’s authority to sign contract
PURPOSE	Statutory/Contractual Requirement

---

### RECOMMENDATION

Staff respectfully recommends the City Council approve Resolution 18-36 affirming the City Manager’s authority to sign the MOU with the Miscellaneous Bargaining Unit.

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### BACKGROUND | ANALYSIS

The City and the Miscellaneous Employee Bargaining Unit have been in good faith negotiations to reach a mutually accepted MOU. The effective date of the MOU is July 2, 2018. The term continues through December 31, 2022. This MOU articulates the relationship and benefits employees represented by SEIU and mid-management employees receive during the MOU’s term. The City has two representatives sign the MOU (City Manager and Director of Finance) and two SEIU representatives (two City staff members).

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

### BENEFIT

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

### ATTACHMENTS

- Resolution 18-36
  - Ratified MOU
-



# RESOLUTION OF THE CITY OF LINDSAY

NUMBER 18-36

TITLE **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY AFFIRMING THE CITY MANAGER’S AUTHORITY TO SIGN THE JULY 2, 2018 MEMORANDUM OF UNDERSTANDING (MOU) FOR THE CITY OF LINDSAY AND THE LINDSAY CITY EMPLOYEES ASSOCIATION (MISCELLANEOUS BARGAINING UNIT REPRESENTED BY SEIU).**

MEETING At a regularly scheduled meeting of the City of Lindsay City Council held on July 10, 2018 at 6:00PM at 251 E. Honolulu Street, Lindsay, CA 93247.

**WHEREAS,** The City of Lindsay negotiated in good faith with the Miscellaneous Bargaining Unit represented by SEIU to adopt a mutually accepted MOU.

**WHEREAS,** The provisions of the MOU commenced on July 2, 2018 (date MOU was signed by all parties) and remains in effect through December 31, 2022.

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

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

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

MEETING DATE	
MOTION	
2 <sup>nd</sup> MOTION	
AYES	
ABSENT	
ABSTAIN	
NAYS	





## RESOLUTION OF THE CITY OF LINDSAY

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

---

Bret Harmon, City Clerk

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Pamela Kimball, Mayor

**Memorandum of Understanding**  
**City Of Lindsay & The Lindsay City Employees' Association**  
January 1, 2018 — December 31, 2022

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**Memorandum of Understanding**  
**City Of Lindsay & The Lindsay City Employees' Association**  
January 1, 2018 — December 31, 2022  
Effective Date - July 2, 2018

**ARTICLE 1 RECOGNITION**

Pursuant to California Government Code §3500-3510 and the City of Lindsay Employee Relations Policy, The City of Lindsay (CITY), hereby, recognizes the SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) as the exclusive representative of the Miscellaneous Employees Bargaining Unit.

The City recognizes the need for and affirms the right of the Union to designate Shop Stewards from among the employees in the unit. The City agrees the Union may appoint up to three Shop Stewards (not all from the same department to ensure adequate representation and to avoid time of insufficient staffing) and does so with the purpose of promoting an effective relationship between supervisors and employees by helping to settle problems at the lowest level of supervision.

**ARTICLE 2 PURPOSE**

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation, and understand between the CITY and the employees covered herein, to provide for an orderly and equitable means of resolving any Misunderstanding or differences which may arise under this Memorandum; and to set forth the full understanding of the parties Reached as a result of good faith bargaining.

The Articles and provisions contained herein constitute, upon adoption by the City Council, a bilateral and binding agreement by and between the CITY and SEIU.

**ARTICLE 3 MANAGEMENT RIGHTS**

It is recognized that, except as expressly stated herein, the CITY shall retain whatever rights and authority necessary for it to operate and direct the affairs of the CITY in all aspects, including but not limited to the right to direct the work force; to plan, direct and Control all operations and services of the CITY; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; and to change or eliminate existing methods, equipment or facilities.

**ARTICLE 4 MAINTENANCE OF BENEFITS**

During the life of this Agreement, all existing ordinances, resolutions, rules, regulations and policies of the CITY pertaining to employment relationships shall remain in full force and effect, except as modified by this Agreement; or as modified during the term of the Agreement through the process of meet and confer.

During the life of this Agreement, no agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved by the City Council.

## **ARTICLE 5 RIGHT TO REPRESENTATION**

Any Employee has right to representation by a person of his/her choice at any proposed disciplinary proceeding and/or all investigatory questionings. If such a meeting is set, the employee shall be notified and the employee shall be made aware of their rights under this provision. Management shall make no comment or take any such action, other than providing information, that may influence an employee's decision for representation.

## **ARTICLE 6 HEALTH & SAFETY**

The CITY, in accordance with the Occupational Safety and Health Act of 1970, as amended, agrees to provide a safe and healthful work place.

The CITY shall maintain an Injury/Illness Prevention Program in place. The Union will be afforded the opportunity to meet with Employer to discuss and freely exchange ideas in the event that there any changes made to the IIPP and before final implementation. There will be one union representative appointed to the safety committee from each department.

### **Injury/Illness Prevention Program.**

The union will be afforded the opportunity to meet with the City to discuss and freely exchange ideas before final implementation of a new or updated IIPP. There will be one union representative appointed to the safety committee from each department. Those employees shall be respected as peers on the committee and their relevant input shall be respected, considered and addressed as all other members.

Employees on the safety committee (union representatives or not) will take turns in the rotation of meeting facilitators and in taking minutes. These facilitator roles are typically one-year terms. The City may request a different representative, and the union shall select a different representative, if the representative does not fulfill the responsibilities assigned the employee as part of the committee.

Assignments made by the committee do not qualify for out-of-class pay if the assignments are part of the employee's job class/description.

Employees shall be released if there is minimal impact to City services to the public. (For example: slow foot traffic in finance, low work volume in utilities and grounds) The City shall make efforts to schedule safety committee meetings on days that assure maximum union represented employee participation when possible.

Employee representatives shall not be retaliated against or intimidated before, during or after committee meetings for their roles as committee members.

One Union Staff employee shall be allowed to participate in an observatory and a union employee advisory capacity in the meeting.

Any annual physical required for a drivers license, when required for CITY employment, shall be provided for by the CITY at no cost to the employee.

#### **ARTICLE 7 JOB DESCRIPTION**

An employee may request a written job description of the duties for their classification. Each job description request shall be granted within ten (10) working days.

#### **ARTICLE 8 SENIORITY**

To the extent possible, the appointing authority shall use seniority when determining work hours and job assignments. It is understood that the needs of the city shall be the primary basis for work hours and job assignment determinations. The appointing authority shall use seniority, by classification only, for the scheduling of vacations.

#### **ARTICLE 9 DUES CHECK-OFF**

The CITY agrees to provide payroll deductions of SEIU dues, upon receipt of a signed authorization form. Monies collected shall be forwarded to SEIU as soon as possible thereafter.

#### **ARTICLE 10 RULES AND REGULATIONS**

It shall be the policy of the CITY to provide a current copy of the Rules and Regulations governing personnel administration of the CITY, at each departmental or divisional office. A copy of said document shall be available for employee review.

#### **ARTICLE 11 WORK ACCESS AND BULLETIN BOARDS**

SEIU shall have access to work locations for the posting of employee information, investigation of employee grievances and observing working conditions. In observing work conditions, SEIU will provide two-day notice to the City to ensure the observation does not distract from or interrupt work.

If the union requires after-hours access of City facilities for the need to investigate a matter, they shall not receive such access unless prior arrangements are made with management.

Areas that pose a reasonable safety risk or potential breach of confidentiality shall require a City employee escort if in the event access is needed to such areas.

During breaks and lunch times of employees, the union may hold discussions with employees on issues and events in both the employee assigned break rooms and/or the same common areas that are accessible to the members of the public.

Reasonable space for posting employee information shall be made available by the CITY.

## **ARTICLE 12 CHANGE OF WORK RULE NOTICE**

The CITY shall give SEIU reasonable notice of any ordinance, rule, resolution or regulation affecting or directly impacting represented employees, which has been proposed for adoption by the CITY Council. In the event of emergency, immediate safety reason, or due to the need to immediately comply with state/federal law, the City shall provide notice and meet and confer if necessary, at the earliest practicable opportunity.

## **ARTICLE 13 PERSONNEL FILES**

An employee or authorized employee representative, with the written consent of the employee, shall be entitled to review his/her personnel folder upon request with adequate notice. Any statements or material proposed to be placed in an employees personnel file must first be given to the employee for review and, if the employee desires, be allowed to file, within thirty (30) days, a written response to such material or statements. The employee shall acknowledge that he/she has had the opportunity to read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signified that he/she has read the material to be filed and does not necessarily indicate agreement with its content.

## **ARTICLE 14 WORKWEEK**

The normal workweek for employees covered by this MOU shall be 5 consecutive days of eight (8) hours for a weekly total of 40 worked hours. To reduce the potential for heat-related illness, employees in City Services shall be offered an alternate schedule during the summer months. The regular schedule of 7am — 3:30pm can be modified to 6am to 2:30pm. With mutual agreement between the employees and management, the time in which the alternate schedule is offered can be made and extended as long as necessary. Written notice shall be sent to both administration and the Union to codify any agreement. Individual employees or groups of employees may agree to, or be hired to, work differing shifts to meet the need of the orderly operation of the CITY.

## **ARTICLE 15 OVERTIME AND CALL-BACK TIME**

Employees called back to work after their regular work hours shall be reimbursed for the actual hours worked, but in no case shall they receive credit for less than two (2) hours worked.

If an employee is required to work after his/her normal shift or is called into work before his/her normal work schedule, such time shall be recorded in increments of fifteen (15) minutes, except for all remote services capable of being conducted from home while on standby duty, which times are compensated in standby pay as noted in Article 16 below.

Overtime is defined as those hours worked in excess of 40 hours per 7 day work cycle. Holidays, Vacation and paid sick leave time shall be considered as time worked.

**ARTICLE 16 STANDBY COMPENSATION**

The City Services Department will continue the after-hours callback system, wherein specified employees as assigned by Director of City Services rotate on standby for 7 days at a time. The standby will not be restrictive beyond the point of requiring the employee to carry a duty cellphone and to remain in or in the immediate vicinity of the CITY, and to be fit to report to duty in no more than thirty (30) minutes.

Employees assigned to this City Services standby duty will receive \$150 for each week so assigned. Compensation for performing all remote services from home while on standby is included in the \$150 for each week assigned to standby duty. Employees not on standby, but who receive work-related calls (other than being asked to report to duty) or who are asked to perform remote services shall be paid a minimum of 15 minutes of OT pay.

Standby compensation will be paid quarterly in a separate check. Standby compensation will be \$150 per each standby week worked. Quarterly standby compensation will be paid in quarterly installments, approximately mid-month in January, April, July and October.

Employees receiving standby compensation will be required to submit to the Department Director or designee the number of standby weeks worked during the quarter. Department Director of designee will verify standby weeks for each employee and submit check request to Finance Department.

<b>Quarter</b>	<b>Paid On Or Around</b>
October — December	January 15
January — March	April 15
April — June	July 15
July — September	October 15

Employees assigned to a standby week who, for whatever reason, are not available for the entire week (7 days) will be compensated only for those days actually available on a prorated basis.

Any employee assigned to a standby shift and is discovered to have rendered himself/herself unfit for emergency response will be subject to disciplinary action.

**ARTICLE 17 MILEAGE REIMBURSEMENT AND PER DIEM**

Any employee required to travel on business for CITY, and who utilizes his/her privately owned vehicle shall be reimbursed at the allowable federal rate for income tax purposes for miles traveled in course of CITY business. The CITY shall review the mileage and per diem expenses at least for rate adjustment. Workers called out to assist another worker will qualify for mileage reimbursement for use of their personal vehicle.

**ARTICLE 18 BILINGUAL PAY**

The City will provide \$40 per month in compensation for certified translators who utilize their bilingual skills as determined by the City.



## ARTICLE 19 DEFERRED COMPENSATION

The CITY agrees to match any employee's contributions to CITY deferred compensation program in an amount not to exceed 3% of the contributing employee's base salary.

## ARTICLE 20 LONGEVITY PAY

Tier 1 Employees (hired prior to July 1, 2018)

- Upon the anniversary of the completion of 10 consecutive years of service with the CITY, each employee covered by this agreement will be advanced one step (5%) in the salary schedule.
- Upon the anniversary of the completion of 15 consecutive years of service with the CITY, each employee covered by this agreement will be given 2.5% longevity compensation.
- Upon the anniversary of the completion of 20 consecutive years of service with the CITY, each employee covered by this agreement will be given 2.5% longevity compensation.

Tier 2 Employees (hired after July 1, 2018) are not eligible for longevity pay.

## ARTICLE 21 INCREMENT ADVANCEMENT

Advancement within salary steps shall be based on at least one (1) year satisfactory performance in the previous step by an employee.

The following table establishes the increases between steps and longevity pay increases for Tier 1 employees and Tier 2 employees.

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Tier 1	Same Step 1 pay for both tiers	5% increase	5% increase	5% increase	5% increase	5% increase	5% increase
Tier 2		3.5% increase	3.5% increase	3.5% increase	3.5% increase	3.5% increase	3.5% increase

## ARTICLE 22 CLOTHING

Once per calendar year, on July 1, the City will provide a pair of industry standard safety boots for employees who are required to wear safety boots. The City will replace boots prior to annual replacement only when the boots to be replaced were not made unsafe by negligent action by the employee. If an employee receives a new pair of safety boots between January 1 and July 1, and the boots are still in acceptable condition, then the employee will not receive a new pair on July 1.

If an employee negligently damages or loses his/her boots to the point of needing replacement, then the employee must replace the boots at his/her own expense to meet safety standards at work. Employees who do not meet safety standards are subject to disciplinary action up to and including termination.

City Services employees who work out of doors are provided with standard City uniforms. These employees shall also be provided five (5) safety T-Shirts (green or orange) to wear as an undershirt with their standard uniform. Employees should only remove their standard uniform shirt during instances where the work will severally soil the uniform shirt or in situations where lack of air-flow (e.g. digging in a hole) makes the work uncomfortable wearing both shirts. Employees understand the T-Shirt is not a replacement of or substitution for the standard uniform.

Employees who work primarily in an office environment may receive, upon request, three polo shirts annually, in colors approved by the manager, to be worn in the execution of their duties. Managers determine if an employee is an out-of-doors or primarily office-environment employee. No employee shall receive both t-shirts and polo shirts. Employees are responsible to clean and care for their t-shirts or uniform polo shirts. The City shall clean City-provided uniforms (not t-shirts or polos). Managers have complete discretion to use department budgets to purchase additional polo shirts for staff.

Specifically, and only relating to, dispatch and records employees in the Public Safety department shall receive a public safety uniform allowance of \$550.00 per year. One half of the allowance shall be paid in June and one half in December of each year.

The above policy shall be a trial basis until July 1, 2020, in which the City and the Union shall meet and review the success or failure of this new policy and work together to fix aspects of this current policy, implement a new policy, maintain this current policy as applicable. If by mutual agreement the parties wish to meet sooner, they shall be able to do so.

## ARTICLE 23 LEAVES

### **Vacation**

**Accrual** — Full-time regular employees with five (5) years of continuous service will receive 12 days per year. Employees with seven (7) years of continuous service will receive 14 days per year. Employees with ten (10) years of continuous service will receive 15 days per year.

Accruals will cap at 300 hours earned and cease to accrue until the employee has used vacation. There shall be no loss in accrued vacation hours for employee's who, as of September 1, 2013 have more than 300 vacation hours.

**Permanent Part-Time Employees** — After five years of uninterrupted service, Permanent Part-Time personnel will be entitled to Vacation Leave benefits earned on a pro rata basis.

### **Vacation Buy-Back**

A) The City will adapt its hardship review process for vacation buyback purposes to include a committee review. The Hardship review committee will consist of the City Manager, the Finance Director and Human Resources Manager. Employees seeking a hardship exemption to the vacation buyback rules must submit a written request to the committee. The committee will meet within four business days to review and approve or deny the request. If a member of the committee is not in the office during those four days, then the present committee members will select an alternate from a Department Head or Assistant to the City Manager. If two or all three members are out of the office, then the request will wait until at least two of the committee have returned to the office.

B) Employees are required to use 40 hours of vacation time in a Fiscal Year before they are eligible to sell back vacation time. Eligible employees will be able to sell back up to 40 hours of vacation time in a Fiscal Year. Employees who wish to have an exemption to either rule must follow the hardship review process. Comp Time is no longer part of the calculation for vacation buy back. Employees may sell back eligible vacation time and any comp time once per quarter. There is no longer a minimum number of hours the employee must retain in their vacation leave bank. There is no change to the current maximum vacation time an employee may accrue.

### **Holidays**

Martin Luther King Jr. Day is a recognized holiday.

The City adds Christmas Eve and New Year's Eve as City paid Holidays.

The City discontinues the citywide floating holiday.

### **Sick Leave**

Permanent Part-time Personnel — After five years of uninterrupted service, permanent Part-Time personnel will be entitled to sick leave benefits earned on a pro rata basis (i.e. .0385 times the number of hours worked, not to exceed 80 hours in a 14-day period).

**Pay-Off** — Upon retirement, all accumulated sick leave shall be considered as time worked for retirement benefit purposes.

### **Leave for Job-Connected Injury**

Time off with pay (excluding sick leave and vacation time) as a result of a work related injury shall be limited to 6 months during the employee's tenure with the CITY. Should a dispute arise concerning whether a injury was work related or not and is subsequently resolved in favor of the employee, any sick leave or vacation time used, by the employee, to cover the period of injury shall be reinstated to the employees account up to an employment maximum of 6 months.

### **Bereavement Leave**

For purposes of bereavement leave, “Immediate Family” shall be defined as an Employee's: Spouse, Child, Parent, Brother, Sister, Mother/Father-in-law, Brother/Sister-in-law, Grandparents.

## **ARTICLE 24 OUT-OF-CLASS PAY**

An employee shall receive pay for acting assignments when they work out-of-class, in a greater position, commencing with the 22nd consecutive working day of such out-of-class work. Such pay shall be a minimum of 5% greater than the employees current pay.

## **ARTICLE 25 GRIEVANCE PROCEDURE**

An employee may appeal a decision affecting his/her employment over which his/her appointing power has partial or complete jurisdiction and for which appeal is not provided by other regulations or is not prohibited. The employee shall utilize the Grievance procedure provided for in the Personnel Rules and Regulations manual.

## **ARTICLE 26 INSURANCE**

Health Insurance— During the term of this agreement, the CITY agrees to continue providing health insurance for all eligible employees and their eligible dependents. The CITY further agrees to continue the same ratio of employee and dependent premium contribution;

Contribution for employee premium = 100%

Contribution for dependent premium = 50%

Continuation Upon Retirement — Effective upon insurance plan renewal, CITY agrees to allow employees with 20 or more years of continuous service to continue coverage in the CITY active employees health insurance program, until said retiree reaches Medicare eligibility, CITY will contribute 3.5 % of the employee only premium for each year of employee's continuous service with CITY. Dependents will not be eligible.

## **ARTICLE 27 EDUCATION INCENTIVE PROGRAM**

### **Purpose**

The purpose of this program is to provide financial incentive to employees who, on their own time, enroll and complete approved educational programs that will add/or improve skills that will enhance employee productivity and thereby augment their value as employees of the City.

### **Eligible Employees**

“Eligible Employee” shall mean any permanent full time employee or any permanent part time employee working 30 hours or more weekly.

### **Approved Educational Programs**

An “Approved Educational Program” shall mean a class or classes, which are recommended by the department head and approved by the City Manager and determined to be beneficial to the

performance of an employee in his/her current assignment. The class must be approved in advance to qualify for the incentive program.

To qualify the class must be conducted by a fully accredited adult school, college or university and require at least 20 hours of course instruction in the case of adult school, or be a complete semester or quarter in duration in the case of colleges and universities.

Classes taken while on duty (on compensable time), at the express direction of the City, e.g. POST Basic Academy, will not be eligible for the incentive program.

### **Grade Requirement**

In addition to meeting the criteria above, incentive payment will only be allowed in the event of the successful completion of the course undertaken with a passing grade of “C” or better, or “Pass,” if the course is graded as “Pass/Fail.” The employee is responsible for providing appropriate evidence of successful completion.

### **Amount of Incentive**

The incentive will be paid only to those employees who continue their employment with the City, as provided below.

Employees who continue employment for a full 12 months (365 days) following completion of the class will receive an additional \$240 payroll bonus.

There will be no incentive payment if an employee does not continue employment for at least 12 months and there will be no pro rata payment for employees who terminate employment between the sixth and twelfth month following completion of an approved class.

An employee may not, in any event, qualify for an incentive payment of more than \$240 in any fiscal year.

## **ARTICLE 28 FURLOUGH AND LAYOFF**

### **Furlough**

Furlough is a temporary reduction of the regular work week, invoked by the City as an alternative to layoff where layoff could not be accomplished by attrition.

### **Responsibility of the Parties**

Whenever it has been decided that it is necessary to invoke Furlough procedure, the City shall notify the union a minimum of ten (10) business days in advance of the date in which furloughs are to occur.

- a) Within the 10-business-day period, the Union shall have the opportunity to request to meet and confer over the necessity and impact of the furlough.
- b) Upon request, both the Union and City shall set a mutually agreeable time and date to meet and confer on the merits, process and impacts of the furlough. The City shall take no action to furlough or layoff until the completion of the Meet and

- Confer process.
- c) While the City will discuss the merits, process, and work together with the union to mitigate the impacts of the furlough to employees, the decision as to whether to do furloughs is the exclusive right of the City.

The City and Union will endeavor to meet as soon as practicably possible. If the union fails to respond in 10 business days, it will be considered a waiver of its right to meet and confer and the City shall take the intended action.

### **Duration**

The Union will have the opportunity to present a proposal regarding the number of consecutive work weeks the City shall operate under furloughs. The Union's proposal may contain not only its understanding of the City's financial position, but also options for reduction in benefits rather than savings through furloughs. The City will determine the number of weeks after reviewing the City's financial position and the Union's proposal. Both parties shall consider, in good faith, the City's financial condition and the needs of the residents and the impact to employees before the city determines the number of consecutive work weeks to operate under furlough. The time furloughed within each of the work weeks the City determines to be furlough work weeks shall not exceed eight (8) hours.

### **Layoff**

Layoff is termination of an employee in a class without prejudice and without fault on the employee's part because of changes of duty or organization, or return of another employee from leave of absence. Layoffs are based on reverse seniority as outlined below.

### **Seniority for Layoff Purposes**

Computation of Seniority for layoff purposes shall include all periods of continuous paid employment in the classified service. Seniority shall be maintained, but shall not increase during any period of leave without pay. Service accrued before a previous layoff shall be included.

### **Responsibility of the Parties**

Whenever it has been decided that it is necessary to invoke layoff procedure, the City shall notify the union a minimum of ten (10) business days in advance of the date in which layoffs are to occur.

- a) Within the 10-business-day period, the Union shall have the opportunity to request to meet and confer over the necessity and impact of the layoff.
- b) Upon request, both the Union and City shall set a mutually agreeable time and date to meet and confer on the merits, process and impacts of the layoff. The City shall take no action in regard to layoff or furlough until the completion of the Meet and Confer discussions.
- c) While the City will discuss the merits, process, and work together with the union to mitigate the impacts of the layoff to employees, the decision as to whether or not to do layoff is the exclusive right of the City.

The City and Union will endeavor to meet as soon as practicably possible. If the union fails to

respond in 10 business days, it will be considered a waiver of its right to meet and confer and the City shall take the intended action.

### **Order of Layoff- Seniority**

Layoffs will be determined based on an inverse order of seniority computed on the basis of an employee's City-wide service. The City shall determine which departments are involved in layoffs based on essential services provided to the community. Layoffs will be determined by department. Employees to be laid off will be selected by inverse seniority order within the impacted department. Each department is dealt with exclusivity to all others. All temporary, contracted employees with the same job title or same job duties of full-time employees, part-time, and probationary employees within the impacted department will be separated in that order prior to the layoff of any regular employee. In certain circumstances, a regular employee will possess credentials or certifications not held by other full-time employees that are vital to the continuation of the City. The City may exempt these essential, credentialed or certification-holding employees from layoff to ensure the continuation of vital City Services.

### **Notice of Separation**

Incumbents of permanent positions with either probationary or permanent status will, insofar as possible, be given a minimum of ten-(10)-business-day notice prior to separation as a result of layoff.

### **Layoff Privileges**

Following are the options open to affected individuals in each layoff instance:

#### **Displacing to a Lower Class**

- a) An employee affected by layoff may, at his/her discretion, displace an employee at the next lower class in the series, or in succeeding lower classes in the series who has less seniority within the same department. Seniority computation for displacement purposes are made as determined for the original layoff.
- b) An employee who chooses to demote to a lower position within the same department will move to the pay level of the employee the self-demoting employee is displacing, unless the City and Department Head identifies financial resources to pay at a higher pay step within the pay scale of the lower position.
- c) Employees whose pay and/or benefits are affected due to layoff shall be given the opportunity to transfer to other positions within the City in which they are qualified. This shall be treated as part of the re-employment process and seniority shall be considered. If it is a higher classification, the employee shall be notified of the opportunity, and immediately allowed to participate in the competitive process.

Although an employee shall be hired based on their merits, a consideration for the employee's tenure and experience with the City shall be considered.

### **Employment Interviews**

Department heads who are referred the names of individuals on a layoff list of persons designated for layoff shall personally assure that such persons are provided an employment interview.

### **Layoff Re-employment Eligible List**

Names of employees with permanent status who have been laid off will be automatically placed on a re-employment list for up to 2 years for the classification in which they were laid off.

Employees to be laid off will be permitted to demote to previously held classifications within the same department (see displacing a lower class) at the employee's request prior to the layoff effective date. Demotion may be made to any job classification the duties of which they are qualified and capable of performing, and shall be offered by seniority. When an employee demotes in accordance with provisions of this Section they shall be required to complete a new probationary period.

Employees who are laid off and rehired within two years shall have their seniority (hours in service) for vacation accumulation purposes restored to them as of the date of layoff.

Employees who are laid off and rehired within two years shall have all unused sick leave as of the date of layoff restored to them. This shall not apply to employees who received sick leave pay off.

### **Separation from City Service**

Employees who are to be laid off have the option of leaving City service rather than displacing in a lower class, or demoting.

## **ARTICLE 29 RETIREMENT**

CITY agrees to adopt the following provisions of PERS

Section 20042 — One- Year Final Compensation;

Section 21024 — Military Service Credit as Public Service;

Section 21548 — Pre-Retirement Optional Settlement 2 Death Benefit; and,

Section 216215 — Retired Death benefit (\$5,000).

The Employee's contribution toward PERS will be as follows:

2018 - Employees shall pay an additional three percentage points in PERS costs. In exchange, the City shall increase employees' base salary by 3%.

- Rate Plan 433 (Miscellaneous Classic) was 6.00 percentage points of employee rate. It is now 8.00 percentage points of Employee Rate and 1.00 percentage points of Employer Rate.
- Rate Plan 26330 (Miscellaneous PEPR) was 6.25 percentage points of employee rate. It is now 6.25 percentage points of Employee Rate and 3.00 percentage points of Employer Rate.

## **ARTICLE 30 SEVERABILITY**

If any provision of this agreement, or the application of such provision to any person, or circumstance shall be held invalid, the remainder of this Memorandum or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be



affected thereby and both parties shall meet and confer for the sole purpose of arriving at a mutually satisfactory replacement for such invalidated provision.

### **ARTICLE 31 PAY RELATED ITEMS**

The City does not guarantee general salary increases during the term of this agreement. However, the City will have the discretion to give increases up to 2% in any particular year covered by the agreement if the City Council authorizes the increases through the budget process. City executives will present budget scenarios with various levels of increases to the City Council ad-hoc budget committee, who will determine which scenario to present to the full City Council for adoption. The determination will be based on the City's fiscal health and economic outlook in that year.

### **ARTICLE 32 VEHICLE TAKE HOME**

Take home vehicles will be provided by the City for on-call employees only.

### **ARTICLE 33 RIGHTS AFTER TRANSFER, PROMOTION, OR DEMOTION**

If an employee is transferred or demoted, be it voluntarily or involuntarily, to a different department, that employee shall be placed on a six-month probation period. A promoted employee shall be placed on a four (4) month probation period. Department heads shall have the option to waive an employee's probationary period.

In the cases of transfer, demotion or promotion, the employee shall receive an intermediate evaluation within the first 60 days of the probationary period indicating whether the employee is performing at a level acceptable to pass promotion or indicating the ways in which the employee must improve to perform at a level acceptable to pass promotion. An acceptable rating at the intermediate evaluation does not guarantee passing of probation. The employee must continue to meet or exceed expectations. An employee who does not receive an acceptable rating at the intermediate evaluation, shall have the option to demote back to the same or similar position in the same class from which promoted, have the ability to "bump" a probationary employee in the position, or may improve performance and skills as outlined in the intermediate evaluation to be performing acceptably by the end of the probation period.

If an employee does not wish to retain their promotion, or does not satisfactorily pass a probationary period, they have the option to demote back to the same or similar position in the same class from which promoted or have the ability to "bump" a probationary employee in the position.

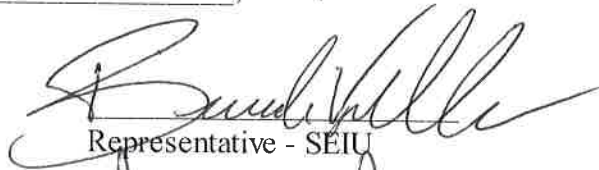
### **ARTICLE 34 SUCCESSION**

In the event either party hereto desire to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other it's written request to commence negotiations, 120 to 90 days before the expiration date of this agreement. Failure to provide such notice shall indicate satisfaction with the existing terms and conditions and the desire for such terms and conditions to remain in force an additional twelve (12) months beyond it's expiration date.

**ARTICLE 35 TERM**

The provisions of this Memorandum of Understanding shall commence on date of signing below and remain in effect through December 31, 2022, unless notice, as provided in Article 34 of this MOU, is not given in the required time.

This Memorandum of Understanding entered into and signed this 2<sup>nd</sup> day of July, 2018.



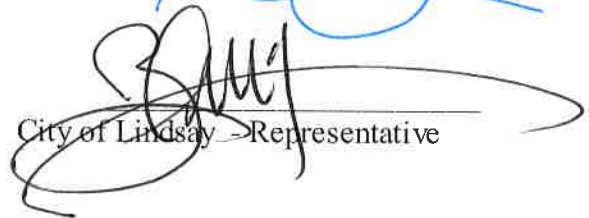
Representative - SEIU



Employee Representative



City of Lindsay - Representative



City of Lindsay - Representative





## STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA  
DATE: July 10, 2018  
AGENDA #: 4  
STAFF: Michael Camarena, Director of City Services

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### AGENDA ITEM

TITLE	2018-2019 Landscape & Lighting Assessment Districts (LLADs) Renewal
ACTION	Authorize Renewal Process for eight (8) LLAD's
PURPOSE	Statutory/Contractual Requirement Discretionary Action Plan Implementation
COUNCIL OBJECTIVE(S)	Live in a safe, clean, comfortable and healthy environment. Increase our keen sense of identity in a physically connected and involved community. Nurture attractive residential neighborhoods and business districts. Dedicate resources to retain a friendly, small-town atmosphere. Advance economic diversity. Yield a fiscally self-reliant city government while providing effective, basic municipal services.

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### RECOMMENDATION

Annually, a process of evaluation maintenance needs and establishing an assessment for each LLAD must be followed. At the June 26, 2018 meeting, City Council preliminarily approved the annual Engineer's Report, which indicates the proposed assessments for the 2018-2019 fiscal year. The assessments, once approved by City Council, are placed upon the tax bill of property owners as a special assessment, and collected by the County of Tulare.

Staff respectfully requests the City Council to:

Conduct a public hearing on the 2018-2019 Assessments for the Landscape and Lighting Maintenance Districts to take comments or receive protests on the proposed assessments and Adopt Resolution No. 18-37 ordering the continued maintenance of Landscape and Lighting Maintenance Districts and confirming the Engineer's Report and Assessment for the 2018-2019 fiscal year.



## STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA  
 DATE: July 10, 2018  
 AGENDA #: 4  
 STAFF: Michael Camarena, Director of City Services

### BACKGROUND | ANALYSIS

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

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

Attached are the engineer’s reports for the Assessment Districts. Said reports identify the cost for maintenance and administration of the districts for the 2018-2019 fiscal year based on 2017-2018 expenses. It is projected that all monies will be expended in these funds by the end of the fiscal year.

Summary of Charges per District;

	No. Lots	Maximum Allowed		2017-20018 FY		Proposed 2018-2019 FY		Increase/ Decrease per month
		Amount per Year/lot	Amount per Month/lot	Amount per Year/lot	Amount per Month/lot	Amount per Year/lot	Amount per Month/lot	
<b>Landscape &amp; Lighting Assessment Districts</b>								
1 Sierra View Estates Assessment District 92-01	92	\$ 295.40	\$ 24.62	\$ 233.52	\$ 19.46	\$ 242.16	\$ 20.18	\$ 0.72
2 Heritage Park Assessment District 96-01	37	\$ 260.30	\$ 21.69	\$ 183.92	\$ 15.33	\$ 256.28	\$ 21.36	\$ 6.03
3 Parkside Estates Assessment District 01-01	44	\$ 307.72	\$ 25.64	\$ 170.92	\$ 14.24	\$ 160.07	\$ 13.34	\$ (0.90)
4 Sweet Brier Plaza (Samoa) Assessment District 02-01	6	\$ 1,929.83	\$ 160.82	\$ 720.28	\$ 60.02	\$ 736.30	\$ 61.36	\$ 1.33
5 Sweet Brier Plaza (Hermosa) Assessment District 02-02	12	\$ 1,923.33	\$ 160.28	\$ 791.30	\$ 65.94	\$ 807.46	\$ 67.29	\$ 1.35
6 Sierra Vista Assessment District 07-01	19	\$ 502.84	\$ 41.90	\$ 502.84	\$ 41.90	\$ 502.84	\$ 41.90	\$ -
7 Maple Valley Assessment District 07-02	42	\$ 120.00	\$ 10.00	\$ 70.02	\$ 5.84	\$ 50.00	\$ 4.17	\$ (1.67)
8 Pelous Ranch Assessment District 09-01	105	\$ 200.62	\$ 16.72	\$ 161.78	\$ 13.48	\$ 100.00	\$ 8.33	\$ (5.15)

### ALTERNATIVES

- Approve renewal process as recommended
- Do not approve renewal process as recommended. The 2018-2019 assessments would default to the 2017-2018 values
- Do not approve renewal process and provide direction to staff

### BENEFIT TO OR IMPACT ON CITY RESOURCES

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



## STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA  
DATE: July 10, 2018  
AGENDA #: 4  
STAFF: Michael Camarena, Director of City Services

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### *ENVIRONMENTAL REVIEW*

None at this time.

### *POLICY ISSUES*

For the continued maintenance of the 8 LLAD's, this renewal process is required and when completed will be submitted to the Tulare County Tax Assessor for inclusion on the respective property tax rolls.

### *PUBLIC OUTREACH*

Posted in this agenda

Public Notice posted in Newspaper

Public Notice was mailed directly to property owners

### *ATTACHMENTS*

- Resolution No. 18-37
- Sierra View Financial Status Report
- Heritage Financial Status Report
- Samoa Town Homes Financial Status Report
- Hermosa Town Homes Financial Status Report
- Parkside Financial Status Report
- Sierra Vista Estates Financial Status Report
- Maple Valley Estates Financial Status Report
- Pelous Ranch Financial Status Report



## RESOLUTION OF THE CITY OF LINDSAY

NUMBER 18-37

TITLE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY, ORDERING THE CONTINUED MAINTENANCE OF LANDSCAPING AND LIGHTING MAINTENANCE DISTRICTS AND CONFIRMING THE ENGINEER'S REPORT AND ASSESSMENT FOR THE 2018-2019 FISCAL YEAR

**WHEREAS**, the City Council of the City of Lindsay did on the 26th day of June 2018, adopt its Resolution of Intention No. 18-35 to order the therein described work in the connection with the continuation of assessment procedures in Landscape and Lighting Maintenance Districts, which Resolution on Intention No.18-35 was duly and legally published in the time, form and manner as required by Law, shown by the Affidavit of Publication of said Resolution of Intention on file in the Office of the City Clerk; and

**WHEREAS**, said City Council having duly received and considered evidence, oral and documentary, concerning the jurisdiction facts in the proceeding and concerning the necessity for the contemplated work and the benefits to be deprived there from, and said City Council having now acquired jurisdiction to order the proposed work;

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

SECTION 1. IT IS HEREBY RESOLVED by the City Council of the City of Lindsay that the public interest and convenience require the continuation of assessment procedures for the districts, and said City Council hereby orders that the work and assessment, as set forth and described in said Resolution of Intention No. 18-35 by done and made; and

SECTION 2. BE IT FURTHER RESOLVED that the report filed by the Engineer is hereby finally approved; and

SECTION 3. BE IT FURTHER RESOLVED that the assessments for fiscal year 2018-2019 and method assessment in the Engineer's Report are hereby approved; and

BE IT FINALLY RESOLVED that the assessments are in compliance with California Code, that they are without regard to property valuation, and in compliance with Chapter 1, Article 4, and Chapter 3, Division 15 of the Streets and Highway Code allowing the placement of the charge on the tax roll for collection.



# RESOLUTION OF THE CITY OF LINDSAY

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

MEETING DATE	
MOTION	
2 <sup>nd</sup> MOTION	
AYES	
ABSENT	
ABSTAIN	
NAYS	

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

\_\_\_\_\_  
Bret Harmon, City Clerk

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



**Sierra View Estates Financial Status Report**

ENGINEER'S REPORT FOR ASSESSMENT DISTRICT 92-01

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

		Budgeted 2017-2018			Spent 2017-2018		Projected 2018-2019		
<b>COUNTY FEES</b>									
Assessment Fee		92	\$ 1.00	\$ 92.00	\$ 92.00	92	\$ 1.00	\$ 92.00	
Roll Corrections		0	\$ 25.00	\$ -	\$ -	0	\$ 25.00	\$ -	
Reporting Fee		1	\$ 200.00	\$ 200.00	\$ 200.00	1	\$ 200.00	\$ 200.00	
<b>TOTAL</b>				\$ 292.00	\$ 292.00			\$ 292.00	
<b>CITY COSTS</b>									
<b>Engineering</b>									
			\$ per hr				\$ per hr		
Office Support Staff			\$ 33.34	7	\$ 233.35	\$ 233.35	\$ 33.34	7	\$ 233.35
City Services Director			\$ 69.40	3	\$ 208.20	\$ 208.20	\$ 69.40	3	\$ 208.20
Associate Engineer			\$ 41.46	5	\$ 207.30	\$ 207.30	\$ 41.46	5	\$ 207.30
<b>Administration</b>									
City Manager			\$ 104.09	1	\$ 104.09	\$ 104.09	\$ 104.09	1	\$ 104.09
City Attorney			\$ 125.00		\$ -	\$ -	\$ 125.00	0.5	\$ 62.50
Finance Director			\$ 64.45	1	\$ 64.45	\$ 64.45	\$ 64.45	1	\$ 64.45
<b>TOTAL</b>					\$ 817.39	\$ 817.39			\$ 879.89
<b>WALL MAINTENANCE</b>									
Graffiti Incidents									
<b>TOTAL</b>					\$ -				\$ -
<b>UTILITIES</b>									
			\$ per month	# months			\$ per month	# months	
Water used for irrigation	# Street Lights		\$ 170.00	12	\$ 2,040.00	\$ 1,556.18	\$ 135.00	12	\$ 1,620.00
SCE (Irrigation + Lighting)	19		\$ 10.00	12	\$ 2,280.00	\$ 1,881.45	\$ 8.50	12	\$ 1,938.00
<b>TOTAL</b>					\$ 4,320.00	\$ 3,437.63			\$ 3,558.00
<b>CITY MAINTENANCE (Landscaping &amp; Irrigation Maintenance/plants)</b>									
			\$/hr	hrs			\$/hr	hrs	
Senior Employee			\$ 18.92		\$ -				\$ -
Regular Employee			\$ 14.50		\$ -				\$ -
Regular Employee			\$ 14.50		\$ -				\$ -
Specialty Contract Maintenance			\$ 1,129.00	12	\$ 13,548.00	\$ 19,667.85	\$ 1,129.00	12	\$ 13,548.00
Operational Supplies (Landscaping Equipment, Fuel & Oil, Seeding, Fertilizer, Plants, Trees, etc)			\$ 2,400.00	1	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00	1	\$ 4,000.00
<b>TOTAL</b>					\$ 15,548.00	\$ 19,667.85			\$ 17,548.00
<b>SUBTOTAL COSTS</b>									
					\$ 20,977.39	\$ 24,214.87			\$ 22,277.89
<b>Total Capital Improvement</b>									
					\$ -				\$ -
<b>Total assets</b>									
									\$ 3,470.27
<b>TOTAL COSTS</b>									
					\$ 21,483.97	\$ 24,214.87			\$ 22,277.89
Costs per square foot of area	46096				\$ 0.47				\$ 0.48
Assessment per Lot;	92				\$ 233.52				\$ 242.15
					\$ 233.52				\$ 242.16

will be transfer for capital improvement next year

\$ 8.64 Proposed decrease/increase per lot/year  
 \$ 0.72 Proposed decrease/increase per lot/month

Budgeted 17-18	\$ 21,483.84
Received as of June 13, 2018	\$ 21,191.84
Balance deducting the County Fees	\$ -
Per County Report as of April 30, 2018, Unpaid Balance from previous years	\$ -
Total Owed to the City	\$ -

**Heritage Park Financial Status Report**

ENGINEER'S REPORT FOR ASSESSMENT DISTRICT 96-01

Maintenance cost breakdown based on 37 lots with an estimated maint. Area of 11,600 square feet.

		Budgeted 2017-2018			Spent 2017-2018		Projected 2018-2019		
<b>COUNTY FEES</b>									
Assessment Fee		37	\$ 1.00	\$ 37.00	\$ 37.00	37	\$ 1.00	\$ 37.00	
Roll Corrections		0	\$ 25.00	\$ -	\$ -	0	\$ 25.00	\$ -	
Reporting Fee		1	\$ 200.00	\$ 200.00	\$ 200.00	1	\$ 200.00	\$ 200.00	
<b>TOTAL</b>				<b>\$ 237.00</b>	<b>\$ 237.00</b>			<b>\$ 237.00</b>	
<b>CITY COSTS</b>									
<b>Engineering</b>			\$ per hr	# hr			\$ per hr	# hr	
Office Support Staff			\$ 33.34	8	\$ 266.68		\$ 33.34	8	\$ 266.68
City Services Director			\$ 69.40	2	\$ 138.80		\$ 69.40	2	\$ 138.80
Associate Engineer			\$ 41.46	16	\$ 663.36		\$ 41.46	16	\$ 663.36
<b>Administration</b>									
City Manager			\$ 104.09	1	\$ 104.09		\$ 104.09	1	\$ 104.09
City Attorney			\$ 125.00		\$ -		\$ 125.00		\$ -
Finance Director			\$ 64.45	1	\$ 64.45		\$ 64.45	1	\$ 64.45
<b>TOTAL</b>				<b>\$ 1,237.38</b>	<b>\$ 1,238.00</b>			<b>\$ 1,237.38</b>	
<b>WALL MAINTENANCE</b>									
Graffiti Incidents					\$ -				\$ -
<b>TOTAL</b>				<b>\$ -</b>	<b>\$ -</b>			<b>\$ -</b>	
<b>UTILITIES</b>									
			\$ per month	# months			\$ per month	# months	
Water used for irrigation	# Street Lights		\$ 67.00	12	\$ 804.00	\$ 1,126.13	\$ 95.00	12	\$ 1,140.00
SCE (Irrigation + Lighting)	6		\$ 11.00	12	\$ 792.00	\$ 1,073.76	\$ 15.00	12	\$ 1,080.00
<b>TOTAL</b>				<b>\$ 1,596.00</b>	<b>\$ 2,199.89</b>			<b>\$ 2,220.00</b>	
<b>CITY MAINTENANCE (Landscaping &amp; Irrigation Maintenance/plants)</b>									
			\$/hr	hrs			\$/hr	hrs	
Senior Employee			\$ 18.92	0	\$ -		\$ 18.92	0	\$ -
Regular Employee			\$ 14.50	0	\$ -		\$ 14.50	0	\$ -
Regular Employee			\$ 14.50	0	\$ -		\$ 14.50	0	\$ -
Specialty Contract Maintenance			\$ 274.00	12	\$ 3,288.00	\$ 3,288.00	\$ 274.00	12	\$ 3,288.00
Operational Supplies (Landscaping Equipment, Fuel & Oil, Seeding, Fertilizer, Plants, Trees, etc)					\$ 800.00	\$ 6,614.14			\$ 2,500.00
<b>TOTAL</b>					<b>\$ 4,088.00</b>	<b>\$ 9,902.14</b>			<b>\$ 5,788.00</b>
<b>SUBTOTAL COSTS</b>									
					<b>\$ 7,158.38</b>	<b>\$ 13,577.03</b>			<b>\$ 9,482.38</b>
<b>Total Capital Improvement</b>									
					<b>\$ 1,000.00</b>				
<b>Total assets</b>									
									<b>\$ 8,865.23</b>
<b>TOTAL COSTS</b>									
					<b>\$ 6,805.11</b>	<b>\$ 13,577.03</b>			<b>\$ 9,482.38</b>
Costs per square foot of area	13635				\$ 0.59				\$ 0.82
					\$ 183.92				\$ 256.28
Assessment per Lot;	37				\$ 183.92				\$ 256.28

will be transfer for capital improvement next year

\$ 72.36 Proposed decrease/increase per lot/year  
 \$ 6.03 Proposed decrease/increase per lot/month

Budgeted 17-18	\$ 6,805.04
Received as of June 13, 2018	\$ 6,384.12
Balance deducting the County Fees	\$ (183.92)
Per County Report as of April 30, 2018, Unpaid Balance from previous years	\$ (498.68)
Total Owed to the City	\$ (682.60)

**Sweet Brier-Samoa Financial Status Report**

ENGINEER'S REPORT FOR ASSESSMENT DISTRICT 02-01

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

		Budgeted 2017-2018			Spent 2017-2018		Projected 2018-2019		
<b>COUNTY FEES</b>									
Assessment Fee		6	\$ 1.00	\$ 6.00	\$ 6.00	6	\$ 1.00	\$ 6.00	
Roll Corrections		0	\$ 25.00	\$ -	\$ -	0	\$ 25.00	\$ -	
Reporting Fee		1	\$ 200.00	\$ 200.00	\$ 200.00	1	\$ 200.00	\$ 200.00	
<b>TOTAL</b>				\$ 206.00	\$ 206.00			\$ 206.00	
<b>CITY COSTS</b>									
<b>Engineering</b>									
		\$ per hr	# hr			\$ per hr	# hr		
Office Support Staff		\$ 33.34	1	\$ 33.34		\$ 33.34	1	\$ 33.34	
City Services Director		\$ 69.40	1	\$ 69.40		\$ 69.40	1	\$ 69.40	
Associate Engineer		\$ 41.46	6	\$ 248.76		\$ 41.46	6	\$ 248.76	
<b>Administration</b>									
City Manager		\$ 104.09	0.5	\$ 52.05		\$ 104.09	0.5	\$ 52.05	
City Attorney		\$ 125.00	0	\$ -		\$ 125.00	0	\$ -	
Finance Director		\$ 64.45	0.5	\$ 32.23		\$ 64.45	0.5	\$ 32.23	
<b>TOTAL</b>				\$ 435.77	\$ 450.00			\$ 435.77	
<b>WALL MAINTENANCE</b>									
Graffiti Incidents				\$ -	\$ -			\$ -	
<b>TOTAL</b>				\$ -	\$ -			\$ -	
<b>UTILITIES</b>									
		\$ per month	# months			\$ per month	# months		
Water used for irrigation		\$ 29.18	12	\$ 350.16	\$ 388.78	\$ 32.50	12	\$ 390.00	
SCE (Irrigation + Lighting)		\$ 53.45	12	\$ 641.36	\$ 534.05	\$ 45.00	12	\$ 540.00	
<b>TOTAL</b>				\$ 991.52	\$ 922.83			\$ 930.00	
<b>ASPHALT FEES</b>									
		SF	\$/SF			SF	\$/SF		
Resurfacing		3,128.00	\$ -	\$ -	\$ -	3,128.00	\$ -	\$ -	
Striping		1.00	\$ -	\$ -	\$ -	1.00	\$ -	\$ -	
<b>TOTAL</b>				\$ -	\$ -			\$ -	
<b>CITY MAINTENANCE (Landscaping &amp; Irrigation Maintenance/plants)</b>									
		\$/hr	hrs			\$/hr	hrs		
Senior Employee		\$ 18.92	0	\$ -		\$ 18.92	0	\$ -	
Regular Employee		\$ 14.50	0	\$ -		\$ 14.50	0	\$ -	
Regular Employee		\$ 14.50	0	\$ -		\$ 14.50	0	\$ -	
Specialty Contract Maintenance		\$ 133.00	12	\$ 1,596.00	\$ 1,596.00	\$ 133.00	12	\$ 1,596.00	
Operational Supplies (Landscaping Equipment, Fuel & Oil, Seeding, Fertilizer, Plants, Trees, etc)				\$ 1,000.00	\$ 2,260.00			\$ 1,250.00	
<b>TOTAL</b>				\$ 2,596.00	\$ 3,856.00			\$ 2,846.00	
<b>SUBTOTAL COSTS</b>				\$ 4,229.29	\$ 5,434.83			\$ 4,417.77	
<b>Total Capital Improvement</b>				\$ 1,000.00	\$ -			\$ -	
<b>Total assets</b>								\$ 3,377.90	will be transfer for capital improvement next year
<b>TOTAL COSTS</b>				\$ 4,321.67	\$ 5,434.83			\$ 4,417.77	
Costs per square foot of area	4924			\$ 1.07				\$ 0.90	
				\$ 878.16				\$ 736.29	
Assessment per Lot;	6			\$ 720.28				\$ 736.30	

\$ 16.02 Proposed decrease/increase per lot/year  
 \$ 1.34 Proposed decrease/increase per lot/month

Budgeted 17-18	\$ 4,321.68
Received as of June 13, 2018	\$ 4,115.68
Balance deducting the County Fees	\$ -
Per County Report as of April 30, 2018, Unpaid Balance from previous years	\$ -
Total Owed to the City	\$ -

**Sweet Brier-Hermosa Financial Status Report**

ENGINEER'S REPORT FOR ASSESSMENT DISTRICT 02-02

Maintenance cost breakdown based on 12 lots with an estimated maint. Area of 20,776 square feet.

		Budgeted 2017-2018			Spent 2017-2018		Projected 2018-2019		
<b>COUNTY FEES</b>									
Assessment Fee		12	\$ 1.00	\$ 12.00	\$ 12.00	12	\$ 1.00	\$ 12.00	
Roll Corrections		0	\$ 25.00	\$ -	\$ -	0	\$ 25.00	\$ -	
Reporting Fee		1	\$ 200.00	\$ 200.00	\$ 200.00	1	\$ 200.00	\$ 200.00	
<b>TOTAL</b>				\$ 212.00	\$ 212.00			\$ 212.00	
<b>CITY COSTS</b>									
<b>Engineering</b>									
		\$ per hr	# hr			\$ per hr	# hr		
Office Support Staff		\$ 33.34	2	\$ 66.67		\$ 33.34	2	\$ 66.67	
City Services Director		\$ 69.40	1	\$ 69.40		\$ 69.40	1	\$ 69.40	
Associate Engineer		\$ 41.46	6	\$ 248.76		\$ 41.46	6	\$ 248.76	
<b>Administration</b>									
City Manager		\$ 104.09	0.5	\$ 52.05		\$ 104.09	0.5	\$ 52.05	
City Attorney		\$ 125.00	0	\$ -		\$ 125.00	0	\$ -	
Finance Director		\$ 64.45	0.5	\$ 32.23		\$ 64.45	0.5	\$ 32.23	
<b>TOTAL</b>				\$ 469.10	\$ 460.00			\$ 469.10	
<b>WALL MAINTENANCE</b>									
Graffiti Incidents				\$ -	\$ -			\$ -	
<b>TOTAL</b>				\$ -	\$ -			\$ -	
<b>UTILITIES</b>									
		\$ per month	# months			\$ per month	# months		
SCE (Irrigation + Lighting)		\$ 86.26	12	\$ 1,035.13	\$ 864.08	\$ 72.01	12	\$ 864.08	
Water used for irrigation		\$ 75.20	12	\$ 902.35	\$ 944.30	\$ 78.69	12	\$ 944.30	
<b>TOTAL</b>				\$ 1,937.48	\$ 1,808.38			\$ 1,808.38	
<b>ASPHALT FEES</b>									
		SF	\$/SF			SF	\$/SF		
Resurfacing		11,542.00	0	\$ -	\$ -	11,542.00	\$ -	\$ -	
Striping		1.00	0	\$ -	\$ -	1.00	\$ -	\$ -	
<b>TOTAL</b>				\$ -	\$ -			\$ -	
<b>CITY MAINTENANCE (Landscaping &amp; Irrigation Maintenance/plants)</b>									
		\$/hr	hrs			\$/hr	hrs		
Senior Employee		\$ -	14	\$ -	\$ -	\$ -	14	\$ -	
Regular Employee		\$ -	80	\$ -	\$ -	\$ -	80	\$ -	
Regular Employee		\$ -	80	\$ -	\$ -	\$ -	80	\$ -	
Specialty Contract Maintenance		\$ 475.00	12	\$ 5,700.00	\$ 5,700.00	\$ 475.00	12	\$ 5,700.00	
Operational Supplies (Landscaping Equipment, Fuel & Oil, Seeding, Fertilizer, Plants, Trees, etc)				\$ 500.00	\$ 829.00			\$ 1,000.00	
<b>TOTAL</b>				\$ 6,200.00	\$ 6,529.00			\$ 6,700.00	
<b>SUBTOTAL COSTS</b>				\$ 8,818.58	\$ 9,009.38			\$ 9,189.48	
Total Capital Improvement				\$ -	\$ -			\$ 500.00	
Total assets				\$ 676.98				\$ -	will be transfer for capital improvement next year
<b>TOTAL COSTS</b>				\$ 9,495.56	\$ 9,009.38			\$ 9,689.48	
Costs per square foot of area	6317.5			\$ 1.50				\$ 1.53	
				\$ 791.30				\$ 807.46	
Assessment per Lot:	12			\$ 791.30				\$ 807.46	

\$ 16.16 Proposed decrease/increase per lot/year  
 \$ 1.35 Proposed decrease/increase per lot/month

Budgeted 17-18	\$ 9,495.60
Received as of June 13, 2018	\$ 9,283.60
Balance deducting the County Fees	\$ 0.00
Per County Report as of April 30, 2018, Unpaid Balance from previous years	\$ -
Total Owed to the City	\$ 0.00

**Parkside Estates Financial Status Report**

ENGINEER'S REPORT FOR ASSESSMENT DISTRICT 01-01

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

	Budgeted 2017-2018			Spent 2017-2018		Projected 2018-2019		
<b>COUNTY FEES</b>								
Assessment Fee	44	\$ 1.00	\$ 44.00	\$ 44.00	44	\$ 1.00	\$ 44.00	
Roll Corrections	0	\$ 25.00	\$ -	\$ -	0	\$ 25.00	\$ -	
Reporting Fee	1	\$ 200.00	\$ 200.00	\$ 200.00	1	\$ 200.00	\$ 200.00	
<b>TOTAL</b>			\$ 244.00	\$ 244.00			\$ 244.00	
<b>CITY COSTS</b>								
<b>Engineering</b>		\$ per hr	# hr			\$ per hr	# hr	
Office Support Staff		\$ 33.34	8	\$ 266.68		\$ 33.34	8	\$ 266.68
City Services Director		\$ 69.40	2	\$ 138.80		\$ 69.40	2	\$ 138.80
Associate Engineer		\$ 41.46	5	\$ 207.30		\$ 41.46	5.5	\$ 228.03
<b>Administration</b>								
City Manager		\$ 104.09	1	\$ 104.09		\$ 104.09	1	\$ 104.09
City Attorney		\$ 125.00		\$ -		\$ 125.00		\$ -
Finance Director		\$ 64.45	1	\$ 64.45		\$ 64.45	1	\$ 64.45
<b>TOTAL</b>				\$ 781.32	\$ 790.00			\$ 802.05
<b>WALL MAINTENANCE</b>								
Graffiti Incidents				\$ -	\$ -			\$ -
<b>TOTAL</b>				\$ -	\$ -			\$ -
<b>UTILITIES</b>		\$ per month	# months			\$ per month	# months	
Water used for irrigation	# Street Lights	\$ 93.43	12	\$ 1,121.15	\$ 1,126.16	\$ 93.85	12	\$ 1,126.16
SCE (Irrigation + Lighting)	6	\$ 87.95	12	\$ 1,055.45	\$ 1,006.89	\$ 83.91	12	\$ 1,006.89
<b>TOTAL</b>				\$ 2,176.60	\$ 2,133.05			\$ 2,133.05
<b>CITY MAINTENANCE (Landscaping &amp; Irrigation Maintenance/plants)</b>		\$/hr	hrs			\$/hr	hrs	
Senior Employee		\$ 18.92		\$ -		\$ 18.92		\$ -
Regular Employee		\$ 14.50		\$ -		\$ 14.50		\$ -
Regular Employee		\$ 14.50		\$ -		\$ 14.50		\$ -
Specialty Contract Maintenance		\$ 197.00	12	\$ 2,364.00	\$ 2,364.00	\$ 197.00	12	\$ 2,364.00
Operational Supplies (Landscaping Equipment, Fuel & Oil, Seeding, Fertilizer, Plants, Trees, etc)				\$ 2,500.00	\$ 3,730.00			\$ 1,500.00
<b>TOTAL</b>				\$ 4,864.00	\$ 6,094.00			\$ 3,864.00
<b>SUBTOTAL COSTS</b>				\$ 8,065.92	\$ 9,261.05			\$ 7,043.10
Total Capital Improvement				\$ -	\$ -			\$ -
Total assets								\$ 8,859.04
<b>TOTAL COSTS</b>				\$ 7,520.30	\$ 9,261.05			\$ 7,043.10
Costs per square foot of area	7368			\$ 1.02				\$ 0.96
				\$ 170.92				\$ 160.07
Assessment per Lot:	44			\$ 170.92				\$ 160.07

will be transfer for capital improvement next year

\$ (10.85) Proposed decrease/increase per lot/year  
 \$ (0.90) Proposed decrease/increase per lot/month

Budgeted 17-18	\$ 7,520.48
Received as of June 13, 2018	\$ 6,934.64
Balance deducting the County Fees	\$ (341.84)
Per County Report as of April 30, 2018, Unpaid Balance from previous years	\$ 1,695.54
Total Owed to the City	\$ 1,353.70

**Sierra Vista Estates Financial Status Report**

ENGINEER'S REPORT FOR ASSESSMENT DISTRICT 07-01

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

Projected in 2007-2008 Maintenance				2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	Spent 2017-2018	2018-2019			
Assessment Fee	19	\$ 1.00	\$ 19.00										\$ 19.00	\$ 19.00	19	\$ 1.00	\$ 19.00	
Roll Corrections	1	\$ 25.00	\$ 25.00												0	\$ 25.00	\$ -	
Reporting Fee	1	\$ 200.00	\$ 200.00										\$ 200.00	\$ 200.00	1	\$ 200.00	\$ 200.00	
<b>TOTAL</b>			\$ 244.00										\$ 219.00	\$ 219.00			\$ 219.00	
<b>CITY COSTS</b>																		
<b>Engineering</b>		\$ per hr	# hr													\$ per hr	# hr	
Office Support Staff		\$ 33.34	8	\$ 266.72												\$ 33.34	0	\$ -
City Services Director		\$ 82.99	5	\$ 414.95												\$ 69.40	6.5	\$ -
Associate Engineer		\$ 43.97	17	\$ 747.49												\$ 41.46	19	\$ -
<b>Administration</b>																		\$ -
City Manager		\$ 114.06	1	\$ 114.06												\$ 104.09	1	\$ -
City Attorney		\$ 125.00	1	\$ 125.00												\$ 125.00	0.5	\$ -
Finance Director		\$ 69.98	1	\$ 69.98												\$ 64.45	1	\$ -
<b>TOTAL</b>				\$ 1,738.20														\$ -
<b>WALL MAINTENANCE</b>																		
Graffiti Incidents				\$ 1,140.00														\$ -
<b>TOTAL</b>				\$ 1,140.00														\$ -
<b>UTILITIES</b>																		
	No. of Street Lights	\$ per month	# months													\$ per month	# months	
Irrigation Timer Electrical costs (Will discontinue in FY17-18)		\$ 70.00	12	\$ 840.00												\$ -	12	\$ -
Water used for irrigation		\$ 140.00	12	\$ 1,680.00												\$ -	12	\$ -
SCE (Irrigation + Lighting)	4	\$ 11.01	12	\$ 528.48									\$ 1,109.79	\$ 861.33	\$ 18.00	12	\$ 864.00	
<b>TOTAL</b>				\$ 3,048.48									\$ 1,109.79	\$ 861.33	\$ 18.00	12	\$ 864.00	
<b>CITY MAINTENANCE (Landscaping &amp; Irrigation Maintenance/plants)</b>																		
		\$/hr	hrs													\$/hr	hrs	
Senior Employee		\$ 18.92	27.5	\$ 520.30												\$ -	40	\$ -
Regular Employee		\$ 14.50	70	\$ 1,015.00												\$ -	70	\$ -
Regular Employee		\$ 14.50	70	\$ 1,015.00												\$ -	70	\$ -
Specialty Contract Maintenance													\$ 19.25	\$ 666.64	\$ 999.96	\$ 83.33	12	\$ 999.96
Operational Supplies (Landscaping Equipment, Fuel & Oil, Seeding, Fertilizer, Plants, Trees, etc)				\$ 837.76									\$ 224.82					\$ -
<b>TOTAL</b>				\$ 3,388.06									\$ 910.71					\$ 999.96
<b>SUBTOTAL COSTS</b>				\$ 9,558.74										\$ 2,080.29				\$ 2,082.96
<b>Total Capital Improvement</b>				\$ 40,000.00														
Total assets				\$ -														\$ 8,506.18
<b>TOTAL COSTS</b>				\$ 9,558.74								\$ 1,066.94	\$ 2,239.50	\$ 2,080.29				\$ 33,576.78
Costs per square foot of area	22200			\$ 0.43								\$ -						\$ -
				\$ 503.09								\$ 56.15	\$ 117.87					\$ 1,767.20
Assessment per Lot:	19			\$ 502.84	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 56.16	\$ 59.76				\$ 502.84
Total Spent				\$ (54.00)	\$ -	\$ -	\$ -	\$ -	\$ 12,946.60	\$ 138.80	\$ 930.57	\$ 1,167.69	\$ 1,223.45	\$ 2,020.50	\$ 2,080.29			
Charge to County					\$ 190.00	\$ 190.00	\$ 190.00	\$ 190.00	\$ 190.00	\$ 190.00	\$ 190.00	\$ 1,067.04	\$ 1,135.44	\$ 9,553.96				\$ -
Received from County				\$ 9,553.96	\$ (50.60)	\$ 8,832.86	\$ 121.20	\$ 86.40	\$ (66.00)	\$ (49.00)	\$ (49.00)	\$ 763.80	\$ 796.92	\$ 9,083.54				\$ -
Balance				\$ 9,543.96	\$ 9,493.36	\$ 18,326.22	\$ 18,447.42	\$ 5,587.22	\$ 5,382.42	\$ 4,402.85	\$ 3,186.16	\$ 2,726.51	\$ 1,502.93	\$ 8,506.18				\$ -

will be transfer for capital improvement next year

Need for Installation of Landscape

Budgeted 17-18	\$ 9,553.96
Received as of June 13, 2018	\$ 9,083.54
Balance deducting the County Fees	\$ 251.42
Per County Report as of April 30, 2018, Unpaid Balance from previous years	\$ (119.52)

**Maple Valley Estates Financial Status Report**

ENGINEER'S REPORT FOR ASSESSMENT DISTRICT 07-02

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

		Budgeted 2017-2018			Spent 2017-2018		Projected 2018-2019		
COUNTY FEES									
Assessment Fee		42	\$ 1.00	\$ 42.00	\$ 42.00	42	\$ 1.00	\$ 42.00	
Roll Corrections		0	\$ 25.00	\$ -		0	\$ 25.00	\$ -	
Reporting Fee		1	\$ 200.00	\$ 200.00	\$ 200.00	1	\$ 200.00	\$ 200.00	
<b>TOTAL</b>				\$ 242.00	\$ 242.00			\$ 242.00	
CITY COSTS									
<b>Engineering</b>		\$ per hr	# hr			\$ per hr	# hr		
Office Support Staff		\$ 33.34	0.5	\$ 16.67		\$ 33.34	0.5	\$ 16.67	
City Services Director		\$ 69.40	0.5	\$ 34.70		\$ 69.40	0.5	\$ 34.70	
Associate Engineer		\$ 41.46	2	\$ 82.92		\$ 41.46	2	\$ 82.92	
<b>Administration</b>									
City Manager		\$ 104.09	0.5	\$ 52.05		\$ 104.09	0.5	\$ 52.05	
City Attorney		\$ 125.00	0	\$ -		\$ 125.00	0	\$ -	
Finance Director		\$ 64.45	0.25	\$ 16.11		\$ 64.45	0.25	\$ 16.11	
<b>TOTAL</b>				\$ 202.46	\$ -			\$ 202.46	
WALL MAINTENANCE									
Graffiti Incidents				\$ -	\$ -			\$ -	
<b>TOTAL</b>				\$ -	\$ -			\$ -	
UTILITIES	No. of Street Lights	\$ per month	# months			\$ per month	# months		
Irrigation Timer Electrical costs (Will discontinue in FY17-18)		\$ -	12	\$ -		\$ -	12	\$ -	
Water used for irrigation		\$ 42.34	12	\$ 508.08	\$ 1,404.99	\$ 117.08	12	\$ 1,404.99	
SCE (Irrigation + Lighting)	4	\$ 25.35	12	\$ 1,216.97	\$ 1,143.53	\$ 23.82	12	\$ 1,143.53	
<b>TOTAL</b>				\$ 1,725.05	\$ 2,548.52			\$ 2,548.52	
CITY MAINTENANCE (Landscaping & Irrigation Maintenance/plants)		\$/hr	hrs			\$/hr	hrs		
Senior Employee		\$ 18.92		\$ -		\$ 18.92		\$ -	
Regular Employee		\$ 14.50		\$ -		\$ 14.50		\$ -	
Regular Employee		\$ 14.50		\$ -		\$ 14.50		\$ -	
Specialty Contract Maintenance		\$ 45.00	12	\$ 540.00	\$ 540.00	\$ 45.00	12	\$ 540.00	
Operational Supplies (Landscaping Equipment, Fuel & Oil, Seeding, Fertilizer, Plants, Trees, etc)				\$ 200.00	\$ 2,009.00			\$ -	
<b>TOTAL</b>				\$ 740.00	\$ 2,549.00			\$ 540.00	
<b>SUBTOTAL COSTS</b>				\$ 2,909.51	\$ 5,339.52			\$ 3,532.98	
Total Capital Improvement									
Total assets				\$ 31.56				\$ 10,907.30	will be transfer for capital improvement next year
<b>TOTAL COSTS</b>				\$ 2,941.07	\$ 5,339.52			\$ 3,532.98	
Costs per square foot of area	1720			\$ 70.03				\$ 84.12	
Assessment per Lot;	42			\$ 70.02				\$ 50.00	

\$ (20.02) Proposed decrease/increase per lot/year  
 \$ (1.67) Proposed decrease/increase per lot/month

Budgeted 17-18	\$ 2,940.84
Received as of June 13, 2018	\$ 2,593.81
Balance deducting the County Fees	\$ (105.03)
Per County Report as of April 30, 2018, Unpaid Balance from previous years	\$ (62.64)
Total Owed to the City	\$ (167.67)

**Pelous Ranch Financial Status Report**

ENGINEER'S REPORT FOR ASSESSMENT DISTRICT 09-01

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

	Budgeted 2017-2018			Spent 2017-2018		Projected 2018-2019		
<b>COUNTY FEES</b>								
Assessment Fee	105	\$ 1.00	\$ 105.00	\$ 105.00		105	\$ 1.00	\$ 105.00
Roll Corrections	0	\$ 25.00	\$ -			0	\$ 25.00	\$ -
Reporting Fee	1	\$ 200.00	\$ 200.00	\$ 200.00		1	\$ 200.00	\$ 200.00
<b>TOTAL</b>			\$ 305.00	\$ 305.00				\$ 305.00
<b>CITY COSTS</b>								
<b>Engineering</b>		\$ per hr	# hr			\$ per hr	# hr	
Office Support Staff		\$ 33.34	1	\$ 33.34		\$ 33.34	1	\$ 33.34
City Services Director		\$ 82.99	1.5	\$ 124.48		\$ 82.99	1.5	\$ 124.48
Associate Engineer		\$ 43.97	8	\$ 351.77		\$ 43.97	8	\$ 351.77
<b>Administration</b>								
City Manager		\$ 114.06	0.5	\$ 57.03		\$ 114.06	0.5	\$ 57.03
City Attorney		\$ 125.00	0.5	\$ 62.50		\$ 125.00	0.5	\$ 62.50
Finance Director		\$ 69.98	0.5	\$ 34.99		\$ 69.98	0.5	\$ 34.99
<b>TOTAL</b>				\$ 664.10	\$ 664.10			\$ 664.10
<b>WALL MAINTENANCE</b>								
Graffiti Incidents			0	\$ -				\$ -
<b>TOTAL</b>				\$ -	\$ -			\$ -
<b>UTILITIES</b>		\$ per month	# months			\$ per month	# months	
Water used for irrigation	# Street Lights	\$ 265.00	12	\$ 3,180.00	\$ 3,218.26	\$ 269.00	12	\$ 3,228.00
SCE (Irrigation + Lighting)	29	\$ 18.00	12	\$ 6,264.00	\$ 6,021.04	\$ 17.50	12	\$ 6,090.00
<b>TOTAL</b>				\$ 9,444.00	\$ 9,239.30			\$ 9,318.00
<b>CITY MAINTENANCE (Landscaping &amp; Irrigation Maintenance/plants)</b>		\$/hr	hrs			\$/hr	hrs	
Senior Employee		\$ 18.92		\$ -		\$ 18.92		\$ -
Regular Employee		\$ 14.50		\$ -		\$ 14.50		\$ -
Regular Employee		\$ 14.50		\$ -		\$ 14.50		\$ -
Specialty Contract Maintenance		\$ 509.00	12	\$ 6,108.00	\$ 6,108.00	\$ 509.00	12	\$ 6,108.00
Operational Supplies (Landscaping Equipment, Fuel & Oil, Seeding, Fertilizer, Plants, Trees, etc)				\$ 1,400.00	\$ 2,081.00			\$ -
<b>TOTAL</b>				\$ 7,508.00	\$ 8,189.00			\$ 6,108.00
<b>SUBTOTAL COSTS</b>				\$ 17,921.10	\$ 18,397.40			\$ 16,395.10
<b>Total Capital Improvement</b>								
<b>Total assets</b>				\$ (933.79)				\$ 24,452.33
<b>TOTAL COSTS</b>				\$ 16,987.32	\$ 18,397.40			\$ 16,395.10
Costs per square foot of area	25877			\$ 0.66				\$ 0.63
				\$ 161.78				\$ 156.14
Assessment per Lot;	105			\$ 161.78				\$ 100.00

\$ (61.78) Proposed decrease/increase per lot/year  
 \$ (5.15) Proposed decrease/increase per lot/month

will be transfer for capital improvement next year

Budgeted 17-18	\$ 16,986.90
Received as of June 13, 2018	\$ 16,681.90
Balance deducting the County Fees	\$ -
Per County Report as of April 30, 2018, Unpaid Balance from previous years	\$ (6,988.42)
Total Owed to the City	\$ (6,988.42)





## STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA  
DATE: July 10, 2018  
AGENDA #: 5  
STAFF: Bret Harmon, Director of Finance, bharmon@lindsay.ca.us

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### AGENDA ITEM

TITLE	<b>Minute Order to designate a voting and alternate delegate(s) for the 2018 League of California Cities Conference</b>
ACTION	Select and designate a voting and alternate member
PURPOSE	Requirement by League of California Cities

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### RECOMMENDATION

Staff respectfully recommends the City Council select and designate a voting and alternate member for the 2018 League of California Cities Conference September 12-14, 2018.

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### BACKGROUND | ANALYSIS

The League's 2018 Annual Conference is scheduled for September 12 – 14 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly), scheduled for 12:30 p.m. on Friday, September 14, at the Long Beach Convention Center. At this meeting, the League membership considers and acts on resolutions that establish League policy.

For the City of Lindsay to vote at the Annual Business Meeting, the City Council must designate a voting delegate. The City Council may also appoint up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity.

The City must send notification of its selection to the League's office no later than Friday, August 31, 2018. This will allow time for League Staff to establish voting delegate/alternate records prior to the conference.

### IMPACT

N/A

### ALTERNATIVES

- Postpone selection
  - Not send a delegate
-



## STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA  
DATE: July 10, 2018  
AGENDA #: 5  
STAFF: Bret Harmon, Director of Finance, bharmon@lindsay.ca.us

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### *PUBLIC OUTREACH*

N/A

### *ATTACHMENTS*

- Designation of voting delegates and alternates information packet & 2018 Annual Conference Voting Delegate/Alternate Form



1400 K Street, Suite 400 • Sacramento,  
California 95814  
Phone: 916.658.8200 Fax: 916.658.8240  
[www.cacities.org](http://www.cacities.org)

**Council Action Advised by July 31, 2018**

May 17, 2018

**TO: Mayors, City Managers and City Clerks**

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES  
League of California Cities Annual Conference – September 12 - 14, Long Beach**

The League's 2018 Annual Conference is scheduled for September 12 – 14 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly), scheduled for 12:30 p.m. on Friday, September 14, at the Long Beach Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

**Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, August 31, 2018. This will allow us time to establish voting delegate/alternate records prior to the conference.**

Please note the following procedures are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: [www.cacities.org](http://www.cacities.org). In order to cast a vote, at least one voter must be present at the

Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Sacramento Convention Center, will be open at the following times: Wednesday, September 12, 8:00 a.m. – 6:00 p.m.; Thursday, September 13, 7:00 a.m. – 4:00 p.m.; and Friday, September 14, 7:30 a.m.– 11:30 a.m.. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city’s voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League’s office by Friday, August 31. If you have questions, please call Kayla Curry at (916) 658-8254.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

## Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: \_\_\_\_\_

2018 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by Friday, August 31, 2018. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: \_\_\_\_\_

Title: \_\_\_\_\_

2. VOTING DELEGATE - ALTERNATE

Name: \_\_\_\_\_

Title: \_\_\_\_\_

3. VOTING DELEGATE - ALTERNATE

Name: \_\_\_\_\_

Title: \_\_\_\_\_

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: \_\_\_\_\_ E-mail \_\_\_\_\_

Mayor or City Clerk \_\_\_\_\_ Phone: \_\_\_\_\_
(circle one) (signature)

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

Please complete and return by Friday, August 31, 2018

League of California Cities
ATTN: Kayla Curry
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: kcurry@cacities.org
(916) 658-8254



## STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA  
DATE: July 10, 2018  
AGENDA #: 6  
STAFF: Michael Camarena, engineering@lindsay.ca.us

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### AGENDA ITEM

TITLE	Contract of Professional City Engineer Services
ACTION	Approval of City Engineer Contract Services
PURPOSE	Statutory/Contractual Requirement Council Vision/Priority Discretionary Action Plan Implementation
COUNCIL OBJECTIVE(S)	Live in a safe, clean, comfortable and healthy environment. Increase our keen sense of identity in a physically connected and involved community. Nurture attractive residential neighborhoods and business districts. Dedicate resources to retain a friendly, small-town atmosphere. Stimulate, attract and retain local businesses. Advance economic diversity. Yield a fiscally self-reliant city government while providing effective, basic municipal services.

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### RECOMMENDATION

Staff recommends Approval and Award of City Engineer Contract to QK of Visalia

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### BACKGROUND | ANALYSIS

Staff received 4 responses to the 2018 City Engineer Request for Qualification (RFQ) process. This RFQ is specific to retaining a qualified Civil Engineering Consultant to fulfill the title of City Engineer. This consultant will provide professional services on a variety of project on an “as-needed” basis.

A total of 7 local consultants were contacted with the following 4 submitting qualification packages;

- 4Creeks Engineering, Visalia
  - Omni Means/GHD, Visalia
  - Provost and Pritchard, Visalia
  - QK, Visalia
-



## STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA  
DATE: July 10, 2018  
AGENDA #: 6  
STAFF: Michael Camarena, engineering@lindsay.ca.us

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There were six (6) categories that were reviewed and scored for each consultant. The categories were;

- Capabilities, Experience and Past Performance.
- Key Personnel.
- Ability to Accomplish Work.
- Local Experience.
- Firms Location.
- Other Supportive Information.

The final scoring for the firms were as follows (Total Averaged Points, 100 possible score);

91.33 QK  
90.33 Provost and Pritchard  
74.33 4Creeks Engineering  
74.33 Omni Means/GHD

With the scoring and follow-up review with city staff and other public agency personnel, it is recommended that Council approve and award City Engineer Contract Services to QK of Visalia. The term of the contract is an initial 2-year term. Based on annual review and satisfactory performance, there is opportunity for two (2) extensions of two (2) years each.

### *ALTERNATIVES*

- Award City Engineer Contract Services as recommended.
- Do not award City Engineer Contract Services as recommended and provide direction to staff.

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

Assignment of Contract City Engineer responsibilities

### *ENVIRONMENTAL REVIEW*

None at this time.

### *POLICY ISSUES*

Assignment of Contract City Engineer responsibilities

### *PUBLIC OUTREACH*

Posted in this Agenda

### *ATTACHMENTS*

- Engineering Services Agreement, Attachment C of the RFQ Package
-



**Attachment C**  
**Engineering Services Agreement**

THIS AGREEMENT, made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the CITY OF LINDSAY, a municipal corporation, hereinafter referred to as CITY, and \_\_\_\_\_, hereinafter referred to as ENGINEER, and based upon the exchange of mutual promises hereinafter contained, the parties agree as follows:

1. The CITY hereby hires \_\_\_\_\_ as its City Engineer, to serve as such at the pleasure of the City Manager of the City of Lindsay. The compensation to be paid to \_\_\_\_\_ for services as City Engineer shall be included in and made a part of the compensation arrangement herein provided for as it relates to other engineering services to be performed for and on behalf of the CITY.
2. The CITY hereby hires \_\_\_\_\_, to do and perform engineering services for and on behalf of the CITY, together with such engineering services as may be required of the City Engineer for the City of Lindsay.
3. This Agreement may be terminated by either party upon thirty (30) days written notice to the other. The term of this Agreement shall begin on \_\_\_\_\_, 2018, and extend through \_\_\_\_\_, 2020. Contract extensions may be granted as specified in Section 18 of this agreement.
4. The CITY shall pay ENGINEER for their services the hourly rates and reasonable out of pocket expenses as described in the schedule provided as Attachment "A" to this Agreement and incorporated herein by reference. All such costs and expenses to be reimbursed by CITY shall be billed monthly and paid by CITY in due course after receipt of billing. The specific scope of work and fee schedule for each work product may be individually agreed upon or work on a time and materials basis.
5. The services to be provided by the ENGINEER for the CITY shall include all the usual and customary city engineer services rendered at the request of the CITY, to include but not be limited to the following: day to day engineering services related to surveying, project design, construction surveys, review and approval of plans submitted to the City requiring the City Engineer's signature, and recommendations and approvals of projects submitted by members of the general public.
6. By specifying the areas of representation in the immediately preceding paragraph, it is not the intention of the parties to preclude the CITY from hiring or engaging other engineers to act on its behalf in any area of concern to CITY.

7. The ENGINEER will provide all reasonable and necessary facilities, equipment, books, supplies, secretarial services, insurance policies and other property or services necessary to carry out and provide the required services pursuant to this Agreement.
8. It is understood that this Agreement provides for the services by the ENGINEER as the City Engineer for the City of Lindsay on a contractual basis and not upon an employer/employee basis.
9. From time to time, the individual named in this Agreement as the City Engineer may designate other engineers within the company to act in his place or stead in matters relating to affairs of the CITY.
10. It is understood that in the interest of the City of Lindsay, ENGINEER shall maintain all necessary licenses and certifications in order continue to provide the requested services.
11. The ENGINEER shall not perform work for private clients within the City of Lindsay's city limits and will not perform work for clients that, in the future, could create conflicts of interest between the CITY and such clients. Any projects within the city limits currently being performed by ENGINEER that were started prior to the date of this agreement shall be identified and disclosed by ENGINEER prior to execution of this Agreement. All such projects shall be completed by ENGINEER as soon as practical. In no event shall ENGINEER perform services on behalf of the CITY on, or related to, any such projects.
12. The standard of care for all engineering and related services performed or furnished by ENGINEER under this Agreement shall be the care and skill ordinarily used by members of ENGINEERS' profession practicing as City Engineers under similar circumstances.
13. ENGINEER shall be responsible for the technical accuracy of their services and documents resulting there from, and CITY shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CITY furnished information.
14. All documents, records and specifications prepared by ENGINEER for the CITY shall be property of the CITY.
15. ENGINEER shall maintain the following insurance:

<u>Workers' Compensation</u>	<u>As required by law</u>
Employer's Liability	\$1,000,000 per occurrence
General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Excess/Umbrella	\$1,000,000 per occurrence \$1,000,000 aggregate

Automobile	\$1,000,000 each accident (bodily injury) \$1,000,000 per accident (property)
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16. Neither CITY nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but not without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
  
17. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless CITY, CITY'S officers, agents, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEERS' officers, directors, partners, employees, agents, and ENGINEERS' consultants in the performance and furnishing of ENGINEERS' services under this Agreement. To the fullest extent permitted by law, CITY shall indemnify and hold harmless ENGINEER, ENGINEERS' officers, directors, partners, agents, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CITY or CITY'S officers, agents, and employees with respect to this Agreement.
  
18. The City Manager and Director of City Services shall meet annually with the City Engineer to review the performance of the services provided under this Agreement. Upon satisfactory evaluation, the CITY and ENGINEER may extend this agreement for an additional two year contract, up to a four year maximum extension if said conditions are satisfactory to both parties.

This Agreement is entered into as of the date first mentioned above.

CITY OF LINDSAY  
A Municipal Corporation

Attest:

City Manager

\_\_\_\_\_  
City Clerk

\_\_\_\_\_

\_\_\_\_\_  
(Company)

By : \_\_\_\_\_



## STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA  
DATE: July 10, 2018  
AGENDA #: 7  
STAFF: Bret Harmon, Director of Finance, bharmon@lindsay.ca.us

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### AGENDA ITEM

TITLE **SECOND READING OF ORDINANCE 567: AN ORDINANCE OF THE CITY OF LINDSAY IMPOSING A BUSINESS TAX ON COMMERCIAL CANNABIS BUSINESSES**

ACTION Adopt Ordinance 567 after second reading.

PURPOSE Statutory Requirement

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### RECOMMENDATION

Staff respectfully recommends the City Council adopt Ordinance 567 to impose a business tax on commercial cannabis businesses.

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### BACKGROUND | ANALYSIS

The City held a public hearing and first reading of Ordinance 567 at a regularly scheduled City Council meeting on June 26, with the required public notices.

At the same meeting, the City Council approved resolution 18-31 calling for a city election for voter approval of commercial cannabis business tax, added Chapter 5.32 to the Lindsay Municipal Code and specified the election order.

Staff has submitted the approved resolution 18-31 to the Tulare County Elections office. The election office will include the measure on the November 2018 Ballot.

This ordinance articulates the structure and rules of the commercial cannabis business tax. It will only take effect if the measure is passed by the voters.

Currently, the City of Lindsay prohibits all commercial cannabis business. The City Council has deliberated about whether to allow and tax commercial cannabis business activities. The Council decided to pursue a tax measure. Ordinance 567 imposes a business tax to be effective if the measure passes.

The tax measure sets the maximum tax rates at \$25 per square foot or 10% gross receipts tax dependent on type of business. The City Council will set or adjust the specific tax rates by resolution. The tax rate per square foot will apply to growing cannabis. The gross receipts tax will apply to all other

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## STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA  
DATE: July 10, 2018  
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stages of manufacturing, testing, etc. before the retail stage, with retail not being legal in Lindsay. Resolution 18-31 prepares the way for Ordinance 567 to establish the tax rates.

### *IMPACT*

If voters approve a tax measure and non-retail commercial cannabis businesses decide to locate in Lindsay, then the City receive tax revenue from the businesses. The tax revenue is difficult to estimate at this point, as the potential growing square footage and other businesses in the wholesale chain is uncertain. The estimate the City will include in the tax measure question will range from \$500,000 to \$3,500,000 annually. These revenues will come at additional cost for public safety and other negative impacts on the community.

### *ALTERNATIVES*

- The City Council could not adopt Ordinance 567.

### *PUBLIC OUTREACH*

The City noticed this ordinance in this agenda packet and through a Public Notice in the Porterville Recorder 10 days prior to the public hearing for 1<sup>st</sup> reading of Ordinance 567.

### *ATTACHMENTS*

- Ordinance 567

ORDINANCE NO. 567

AN ORDINANCE OF THE CITY OF LINDSAY IMPOSING A BUSINESS TAX ON  
COMMERCIAL CANNABIS BUSINESSES

THE PEOPLE of the City of Lindsay do ordain as follows:

By adopting Resolution No. 18-31 by a vote of at least two-thirds vote of all members of the City Council, the City Council authorized placing this Ordinance before the voters of the City of Lindsay at the November 6, 2018 general election.

**Section 1.** PURPOSE. The provisions of this Ordinance are adopted to achieve the following purposes:

A. To impose a tax on the privilege of conducting Commercial Cannabis Businesses within the City pursuant to the “California Control, Regulate and Tax Adult Use of Marijuana Initiative” approved by the voters in November 2016 election, or other enabling legislation, notwithstanding if state law uses the term “marijuana” or “Cannabis;”

B. To impose a general tax on lawful Commercial Cannabis Businesses in accordance with the authority granted by California Government Code § 37100.5 to impose a business tax;

C. To specify the type of tax and rate of tax to be levied and the method of collection;

D. To comply with all requirements for imposition of a general tax, such tax to become operative only if submitted to the electorate and approved by a majority vote of the voters voting in an election on the issue; and

E. The provisions of this Ordinance are necessary for the safety of the public and for the preservation of essential City services for the residents of the City.

**Section 2.** CODE ADOPTION. Chapter 5.32 of Title 5 of the Municipal Code of the City of Lindsay is added to read in its entirety as follows:

**Chapter 5.32**  
**COMMERCIAL CANNABIS BUSINESS TAX**

**5.32.010: SHORT TITLE.**

This chapter shall be known as the City of Lindsay Cannabis Business Tax. The City of Lindsay hereinafter shall be called “City.” This chapter shall be applicable within the incorporated territory of the city.

**5.32.020: OPERATIVE DATE.**

“Operative Date” refers to the first day of the first calendar quarter commencing more than one hundred ten days after the adoption of this chapter.

**5.32.030: DEFINITIONS.**

A. “Business” shall include all activities engaged in or caused to be engaged in within the incorporated area of the City, including any Commercial or industrial enterprise, trade, profession, occupation, vocation, calling, or livelihood, whether or not carried on for gain or profit, but shall not include the services rendered by an employee to his or her employer.

B. “Cannabis” means all parts of the plant Cannabis Sativa Linnaeus Cannabis Indica, or Cannabis Ruderalis, or any other strain or varietal of the genus Cannabis that may exist or hereafter be discovered or developed that has psychoactive or medicinal properties, whether growing or not, including the seeds thereof. “Cannabis” also means marijuana as defined by Section § 11018 of the Health and Safety Code as enacted by Chapter 1407 of the Statutes of 1972. For purposes of this section, “Cannabis” does not mean “industrial hemp” as defined by Section § 81000 of the Food and Agricultural Code or Section § 11018.5 of the Health and Safety Code. Cannabis is classified as an agricultural product separately from other agricultural crops.

C. “Cannabis Cultivation Area” means the total aggregate area(s) of Cannabis Cultivation by a Cannabis business as measured around the outermost perimeter of each separate and discrete area of Cannabis Cultivation at the dripline of the canopy expected at maturity and includes, but is not limited to, the space between plants within the Cultivation area, the exterior dimensions of garden beds, garden plots, hoop houses, green houses, and each room or area where Cannabis plants are grown, excluding non-production areas, as determined by the City Manager or his or her designee.

D. "Cannabis Nursery" means a Person who produces Cannabis clones, immature plants, and/or seeds for wholesale distribution, used specifically for the planting, propagation, and Cultivation of Cannabis. In addition, and without limiting the foregoing, “nursery” includes “nursery” as defined in California Business and Professions Code Section § 19300.5 and any successor statute, as may be adopted or amended from time to time.



E. “Canopy” means all areas occupied by any portion of a cannabis plant, inclusive of all vertical planes, whether the areas are contiguous or noncontiguous. The plant canopy need not be contained to a single parcel of land in determining the total square footage that will be subject to the tax under this Chapter. If mature plants are being cultivated using a shelving system, the surface area of each level shall be included in the total canopy calculation.

F. “City” means the City of Lindsay.

G. “City Council” means the City Council of the City of Lindsay.

H. “City Permit” means any permit issued by the City to a Person to authorize that Person to operate or engage in a Commercial Cannabis Business.

I. “Cannabis Product” means any product containing Cannabis, including, but not limited to, flowers, buds, oils, tinctures, concentrates, extractions, edibles and those products described in Section §11018.1 of the Health and Safety Code.

J. “Cannabis Production” means the processes associated with the processing, extraction, manufacturing, testing, distribution and transportation of medical and non-medical cannabis products.

K. “Collector” means the city clerk, or other city official charged by the city manager with the administration of the provisions of this chapter.

L. “Commercial Cannabis Business” means any commercial business activity relating to cannabis, including but not limited to cultivating, transporting, distributing, manufacturing, compounding, converting processing, preparing, storing, packaging, delivering, and selling (wholesale and/or retail sales) of cannabis and any ancillary products and accessories in the City, whether or not carried on for gain or profit.

M. “Cannabis Business Tax,” “Business Tax,” “Cannabis Tax” or “Cannabis Industry Tax” means the tax due pursuant to this Chapter for engaging in Commercial Cannabis Businesses.

N. “Commercial Cannabis Cultivation” means Cultivation conducted by, for, or as part of a Commercial Cannabis Cultivation Business.

O. “County” shall mean Tulare, within sphere of influence of the City.

P. “Cultivation” means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of Cannabis.

Q. “Delivery” means the commercial transfer of cannabis or cannabis products from a Commercial Cannabis Business.

R. “Distributor” or “distribution” or “distribution facility” means a person involved in the procurement, sale, and/or transport of cannabis and cannabis products between two or more cannabis businesses.

S. “Employee” means each and every Person engaged in the

operation or conduct of any business, whether as owner, member of the owner's family, partner, associate, agent, manager, or solicitor, and each and every other Person employed or working in such business for a wage, salary, commission, barter or any other form of compensation.

T. "Engaged in business" means the commencing, conducting, operating, managing, or carrying on of a Commercial Cannabis Business and the exercise of corporate or franchise powers, whether done as owner, or by means of an officer, agent, manager, employee, or otherwise.

U. "Fiscal Year" means July 1 through 30 of the following calendar year.

V. "Gross Receipts" means the total amount or compensation received or receivable from all sales; the total amount or compensation actually received or receivable for the performance of any act or service, or whatever nature it may be, for which a charge is made or credit allowed, whether or not such act or service is done as a part of or in connection with the sale of materials, goods, wares or merchandise; discounts, rents, royalties, fees, commissions, dividends and gains realized from trading in stocks or bonds, however designated. Included in "Gross Receipts" shall be all receipts, cash, credits and property of any kind or nature, without any deduction there from an account of the cost of the property sold, the cost of materials used, labor or service costs, interest paid or payable, or losses or other expenses whatsoever, except that the following shall be excluded therefrom:

1. Cash discounts where allowed and taken on sales;
2. Credit allowed on property accepted as part of the purchase price and which property may later be sold, at which time the sales price shall be included as gross receipts;
3. Any tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser;
4. Such part of the sale price of any property returned by purchasers to the seller as refunded by the seller by way of cash or credit allowances or return of refundable deposits previously included in gross receipts;
5. Receipts from investments where the holder of the investment received only interest and/or dividends, royalties, annuities and gains from the sale or exchange of stock or securities solely for a Person's own account, not derived in the ordinary course of a business;
6. Receipts derived from the occasional sale of used, obsolete or surplus trade fixtures, machinery or other equipment used by the taxpayer in the regular course of the taxpayer's business;
7. Cash value of sales, trades or transactions between departments or units of the sale business;

8. Wherever there are included within the gross receipts amounts which reflect sales for which credit is extended and such amount proved uncollectible in a subsequent year, those amounts may be excluded from the gross receipts in the year they prove to be uncollectible; provided, however, if the whole or portion of such amounts excluded as uncollectible are subsequently collected they shall be included in the amount of gross receipts for the period when they are recovered;
9. Transactions between a partnership and its partners;
10. Receipts from services or sales in transactions between affiliated corporations. An affiliated corporation is a corporation:
  - a. The voting and non-voting stock of which is owned at least eighty percent (80%) of such other corporation with which such transaction is had; or
  - b. Which owns at least eighty percent (80%) of the voting and non-voting stock of such other corporation; or
  - c. At least eighty percent (80%) of the voting and non-voting stock of which is owned by a common parent corporation which also has such ownership of the corporation with which such transaction is had.
11. Transactions between a limited liability company and its member(s), provided the limited liability company has elected to file as a Subchapter K entity under the Internal Revenue Code and that such transaction(s) shall be treated the same as between a partnership and its partner(s) as specified in Subsection 9 above;
12. Receipts of refundable deposits, except that such deposits when forfeited and taken into income of the business shall not be excluded when in excess of one dollar (\$1.00);
13. Amounts collected for others where the business is acting as an agent or trustee and to the extent that such amounts are paid to those for whom collected. These agents or trustees must provide the Finance Department with the name and addresses of the others and amounts paid to them. This exclusion shall not apply to any fees, percentages, or other payments retained by the agent or trustees.

W. “Indoor” means indoor Cultivation of cannabis using exclusively artificial lighting.

X. “Manufacturer” means a person that conducts the production, preparation, propagation, or compounding of manufactured cannabis or cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis at a fixed location that

packages or repackages cannabis or cannabis products or labels or relabels its container.

Y. “Mixed-Light” means Cultivation of cannabis using any combination of natural and supplemental artificial lighting. Greenhouses, hoop houses, hot houses and similar structures or light deprivation systems are included in this category.

Z. “Outdoor” means Cultivation of cannabis using no artificial lighting conducted in the ground or in containers outdoors with no covering. Outdoor Cultivation does not include greenhouses, hoops houses, hot houses or similar structures.

AA. “Person” means an individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, syndicate tribe or any other group or combination acting as a unit and includes the plural as well as the singular member.

BB. “Sale” means and includes any sale, exchange, or barter.

CC. “Square Foot” or “Square Footage” means the maximum amount of Cannabis Cultivation Area for Commercial Cannabis Cultivation authorized by a City permit issues to a person engaging in a Commercial Cannabis Business, or by a state license in the absence of a City permit or license, not deducting for unutilized square footage, and shall be the basis for the tax base for Cultivation.

DD. “State” means the State of California.

EE. "State License," means a State license issued pursuant to California Business & Professions Code Sections §§19300, et seq. or other applicable State law.

FF. “Testing Laboratory” means a facility, entity, or site in the state that offers or performs testing of Cannabis or “Cannabis Products” and that is both of the following:

- a. Accredited by an accrediting body that is independent from all other persons involved in the cannabis industry in the state; and
- b. Registered with the California State Department of Public Health.

GG. “Transport” means the transfer of cannabis or cannabis products from the permitted business location of one permittee or licensee to the permitted business location of another permittee or licensee, for the purposes of conducting Commercial Cannabis activity authorized pursuant to State law.

HH. “Transporter” means a person issued all required state and City permits to transport cannabis or cannabis products between permitted facilities.

### **5.32.040: TAX AUTHORIZATION**

A Cannabis Industry Tax is hereby imposed on every Person who is engaged in a Commercial Cannabis Business in the City as prescribed herein, from and after the effective date of a City Council resolution implementing the tax. It is unlawful for any Person to transact or carry on any Commercial Cannabis Business in the City without paying, in accordance with this Chapter, the Cannabis Industry Tax imposed by this Section.

### **5.32.050: TAX ON COMMERCIAL CANNABIS BUSINESS**

1. A. Every Person who is engaged in a Commercial Cannabis Business in the City shall pay an annual Commercial Cannabis Business tax at a rate established by resolution of the City Council which rate shall not exceed \$25 per square foot of Commercial Cannabis Business area or ten percent (10%) of annual gross receipts per fiscal year. The exact amount of the tax and the methodology of calculation shall be set by the City Council by resolution but shall not exceed the maximums approved by the voters of \$25 per square foot, or 10% of annual gross receipts. The City Council may lower and raise the tax rate without voter approval, subject to the maximum rates approved by the voters. Tax rates for various licenses may vary in rate and methodology between license types, but shall be consistent for all Persons who hold a particular type of license.

B. The taxable square footage calculation shall be determined by including all portions of the premises where the Commercial Cannabis Business operates deducting therefrom driveways, sidewalks, landscaping, vacant unused space, areas used exclusively for office space, employee break rooms, restrooms, and storage space unrelated to the Commercial Cannabis Businesses.

C. If more than one Commercial Cannabis Business operates on the premises, each Person shall be responsible for paying the tax.

### **5.32.060: REPORTING AND REMITTANCE OF TAX**

The Commercial Cannabis Business Tax imposed by this Chapter shall be imposed on a fiscal year basis and shall be due and payable in quarterly installments as follows:

A. Each person owning a commercial cannabis business tax shall, on or before the last day of the month following the close of each Fiscal Year quarter, prepare and submit a tax statement on the form prescribed by the Collector and remit to the Collector the tax due. The tax due shall be no less than the quarterly installment due, but the taxpayer may at any time pay the tax due for the entire fiscal year. Each Commercial Cannabis Business shall pay on or before the last day of the month following the close of each calendar quarter.

B. If the Commercial Cannabis Business tax is owed on a

Commercial Cannabis Cultivation, the square footage tax due shall be paid based on the square footage of Cultivation authorized by the City permit. The tax will not be prorated or adjusted for any reduction in the Square Footage authorized but not utilized for Cultivation. If the Cultivation begins in the middle of a fiscal year, the Collector shall prorate, in monthly increments, the amount due for the fiscal year.

C. All tax statements shall be completed on forms prescribed by the Collector.

D. Tax statements and payments for all outstanding taxes owed to the City are immediately due to the Collector upon cessation of business for any reason.

E. The Collector may, as part of administering the tax and in his or her discretion, modify the form of payment and take such other administrative actions as needed to facilitate the collection of the tax.

#### **5.32.070: REGISTRATION.**

In order that the City will have an accurate record of parties collecting the Commercial Cannabis Business Tax, prior to commencing business each Person engaged in a Commercial Cannabis Business shall register such Commercial Cannabis Business with the Collector, submitting any information deemed necessary to the Collector.

#### **5.32.080: PAYMENTS AND COMMUNICATIONS – TIMELY REMITTANCE.**

Whenever any payment, statement, report, request or other communication is due, it must be received by the Collector on or before the final due date. A postmark will not be accepted as timely remittance. If the due date falls on Saturday, Sunday or a holiday, the due date shall be the next regular business day on which the City is open to the public.

#### **5.32.090: PAYMENT – WHEN TAXES DEEMED DELINQUENT.**

Unless otherwise specifically provided under other provisions of this Chapter, the taxes required to be paid pursuant to this Chapter shall be deemed delinquent if not received by the Collector on or before the due date as specified in Section 5.32.060.

#### **5.32.100: NOTICE NOT REQUIRED BY CITY.**

The Collector is not required to send a delinquency or other notice or bill to any Person subject to the provisions of this Chapter. Failure to send such notice or bill shall not affect the validity of any tax or penalty due under the provisions of this Chapter.

**5.32.110: PENALTIES AND INTEREST.**

A. Any Person who fails or refuses to pay any Commercial Cannabis Business Tax required to be paid pursuant to this Chapter on or before the due date shall pay penalties and interest as follows:

1. A penalty equal to twenty-five percent (25%) of the amount of the tax, in addition to the amount of the tax, plus interest on the unpaid tax calculated from the due date of the tax at the rate of one and one-half percent (1.5%) per month;
2. If the tax remains unpaid for a period exceeding one calendar month beyond the due date, an additional penalty equal to twenty-five percent (25%) of the amount of the tax, plus interest at the rate of one and one-half percent (1.5%) per month on the unpaid tax; and
3. Interest shall be applied at the rate of one and one-half percent (1.5%) per month on the first day of the month for the full month, and will continue to accrue monthly on the tax until the balance is paid in full.

A. Whenever a check or electronic payment is submitted in payment of a Commercial Cannabis Business Tax and the payment is subsequently returned unpaid by the bank for any reason, the taxpayer will be liable for the tax amount due plus the return check fee, penalties and interest as provided for in this Section, and any other amount allowed under state law.

B. The Commercial Cannabis Business Tax due shall be that amount due and payable from the first date on which the Person was engaged in a Commercial Cannabis Business in the city, together with applicable penalties and interest calculated in accordance with Subsection (A) above.

C. Any Person whose Commercial Cannabis Business Tax is delinquent by at least sixty calendar days may be subject to revocation of the City permit associated with the subject Commercial Cannabis Business.

D. The Collector is authorized to make an assessment in the manner provided for in Section 5.32.050 of the anticipated tax liability for up to the following four quarters if any Person has failed to file one or more returns or payments, or who has filed one or more delinquent returns or payments, in any twelve (12) month period, without curing the failure or delinquency within 60 days of the original due date after written notice from Collector of the failure or delinquency.

Failure to remit the anticipated tax within 60 days of the notice of assessment shall be grounds for revocation of the City permit associated with the subject Cannabis business.

**5.32.120: REFUNDS AND CREDITS.**

A. No refund shall be made of any tax collected to this Chapter, except as provided in Section 5.32.130.

B. No refund of any tax collected pursuant to this Chapter shall be made because of the discontinuation, dissolution, or other termination of a business.

**5.32.130: REFUNDS AND PROCEDURES.**

A. Whenever the amount of any Commercial Cannabis Business Tax, penalty or interest has been overpaid, paid more than once, or has been erroneously collected or received by the City under this Chapter, it may be refunded to the claimant who paid the tax provided that a written claim for refund is filed with the Collector within one (1) year of the date the tax was originally due and payable.

B. The Collector, his or her deputies, or any other City officer charged with the administration of this Chapter shall have the right to examine and audit all the books and business records of the claimant in order to determine the eligibility of the claimant to the claimed refund. No claim for refund shall be allowed if the claimant refuses to allow such examination of claimant's books and business records after request by the Collector to do so. The Collector may collect a fee adopted by the City Council to pay for the cost of examination and audit should the books and records be provided in a form insufficient to allow the Collector to make a determination on the claim for refund.

C. In the event that the Commercial Cannabis Business Tax was erroneously paid and the error is attributable to the City, the City shall refund the amount of tax erroneously paid up to one (1) year from when the error was identified.

**5.32.140: EXEMPTIONS FROM THE TAX.**

A. The provisions of this Chapter shall not apply to Personal Cannabis Cultivation.

B. The provisions of this Chapter shall not apply to Personal use of Cannabis that is specifically exempted from state licensing requirements, that meets the definition of Personal use or equivalent terminology under state law, and for which the individual receives no compensation whatsoever related to that Personal use.



**5.32.150: ADMINISTRATION OF THE TAX.**

A. It shall be the duty of the Collector to collect the taxes, penalties and/or fees, and perform the duties required by this Chapter.

B. For purposes of administration and enforcement of this Chapter generally, the Collector may from time to time promulgate such administrative rules and procedures consistent with the purpose, intent, and express terms of this Chapter as he or she deems necessary to implement or clarify such provisions or aid in enforcement.

C. The Collector may take such administrative actions as needed to administer the tax, including but not limited to:

1. Provide to all Commercial Cannabis Business taxpayers forms for the reporting of the tax;
2. Increase tax rates in accordance with this Chapter;
3. Provide information to any taxpayer concerning the provisions of this Chapter;
4. Receive and record all taxes remitted to the City as provided in this Chapter;
5. Maintain records of taxpayer reports and taxes collected pursuant to this Chapter;
6. Assess penalties and interest to taxpayers pursuant to this Chapter; and
7. Determine amounts owed and enforce collection pursuant to this Chapter.

**5.32.160: ENFORCEMENT – ACTION TO COLLECT.**

A. Any taxes, penalties and/or fees required to be paid under the provisions of this Chapter shall be deemed a debt owed to the City. Any Person owing money to the City under the provisions of this Chapter shall be liable in an action brought in the name of the City for the recovery of such debt. The provisions of this Section shall not be deemed a limitation upon the right of the City to bring any other action including criminal, civil and equitable actions, based upon the failure to pay the tax, penalties and/or fees imposed by this Chapter or the failure to comply with any provisions of this Chapter.

B. In addition to any other remedies available under federal, state, or local law, if any amount required to be paid to the County under this Chapter is not paid when due, the Collector may, within three (3) years after the amount is due, record a certificate of lien specifying the amount of taxes, fees and penalties due, and the name and address of the Person as it appears on the records of the Collector. The lien shall also specify that the Collector has complied with all provisions of this Chapter in the determination of the amount required to be paid. From the time of the filing of the record, the amount required to be paid, together with penalties thereon, constitutes a lien

upon all real property in the County owned by the Person, or subsequently acquired by the Person before the lien expires. The lien has the force, effect and priority of a judgment lien and shall continue for ten (10) years from the filing of the certificate unless sooner released or otherwise discharged. A fee may be adopted by the City Council and collected by the Collector to pay for the cost of recording and administering the lien.

C. At any time within three (3) years after any Person is delinquent in the payment of any amount herein required to be paid or within three (3) years after the last recording of a certificate of lien under Subsection B of this Section, the Collector may issue a warrant for the enforcement of any liens and for the collection of any amount required to be paid to the City under this Chapter. The warrant shall be directed to the Chief of Police and shall have the same effect as a writ of execution. The warrant shall be levied and sale made pursuant to it in the same manner and with the same effect as a levy and sale pursuant to a writ of execution. The Collector may pay or advance to the Chief of Police, the same fees, commissions and expenses for service provided by law for similar services pursuant to a writ of execution. The Collector may approve the fees for publication in the newspaper.

D. At any time within three (3) years after recording a lien against any Person, if the lien is not discharged and released in full, the Collector may forthwith seize any asset or property, real or Personal (including but not limited to, bank account), of the Person and sell at public auction the asset or property, or a sufficient part of it to pay the amount due together with any penalties and interest imposed for the delinquency and any cost incurred on account of the seizure and sale. Assets or property of the Person subject to seizure and sale subject to this Chapter shall not include any assets or property which is exempt from execution under the provisions of the California Code of Civil Procedure.

**5.32.170: APPORTIONMENT.**

If a Commercial Cannabis Business subject to a Commercial Cannabis Business Tax is operating both within and outside the City, it is the intent of the City to apply the Commercial Cannabis Business Tax so that the measure of the tax fairly reflects the proportion of the taxed activity actually carried on in the City. For purposes of apportionment as may be required by law, the Collector may promulgate administrative procedures for apportionment in accordance with state law.

**5.32.180: CONSTITUTIONALITY AND LEGALITY.**

This tax is intended to be applied in a manner consistent with the United States and California Constitutions and state law. None of the tax provided for in this Chapter shall be applied in a manner that causes an undue burden upon interstate commerce, a violation of the equal protection and due

process clauses of the Constitutions of the United States or the State of California, or a violation of any other provisions of the California Constitution or state law.

**5.32.190: AUDIT AND EXAMINATION OF RECORDS AND EQUIPMENT.**

A. The Collector shall have the power to audit and examine all books and records of any Person engaged in Commercial Cannabis Businesses in the City, including both State and federal income tax returns, California sales tax returns, or other evidence documenting the gross receipts of Persons engaged in Commercial Cannabis Businesses, and, where necessary, all equipment of any Person engaged in Commercial Cannabis Businesses in the City, for the purpose of ascertaining the amount of Commercial Cannabis Business Tax, if any, required to be paid under this Chapter, and for the purpose of verifying any statements or any item thereof when filed by any Person pursuant to this Chapter. If such Person, after written demand by the Collector, refuses to make available for audit, examination or verification such books, records or equipment as the Collector requests, the Collector may, after full consideration of all information within his or her knowledge concerning the Commercial Cannabis Businesses and activities of the Person so refusing, make an assessment against the Commercial Cannabis Business of the taxes estimated to be due under this Chapter. The Collector may collect a fee adopted by the City Council to pay for the cost of examination and audit should the books and records be provided in a form insufficient to allow the Collector to make a determination of tax due.

B. It shall be the duty of every Person liable for the collection and payment to the City of any tax imposed by this Chapter to keep and preserve, for a period of at least three (3) years, all records as may be necessary to determine the amount of such tax as he or she may have been liable for the collection of and payment to the City, which records the Collector shall have the right to inspect at all reasonable times.

**5.32.200: OTHER LICENSES, PERMITS, TAXES, FEES, OR CHARGES.**

Nothing contained in this Chapter shall be deemed to repeal, amend, be in lieu of, replace, or in any way affect any requirements for any permit or license required by, under or by virtue of any provision of any other title or chapter of this code or any other Ordinance or resolution of the City, nor be deemed to repeal, amend, be in lieu of, replace or in any way affect any tax, fee or other charge imposed, assessed or required by, under or by virtue of any other title or chapter of this code or any other Ordinance or resolution by the City. Any references made or contained in any other title or chapter of this code to any licenses, license taxes, fees, or charges, or to any schedule

of license fees, shall be deemed to refer to the licenses, license taxes, fees or charges, or schedule of license fees, provided for in other titles or chapters of this code.

**5.32.210: CHANGE OF OWNERSHIP.**

A. If any Person, while liable for any amount under this Chapter, sells, assigns or otherwise transfers the Commercial Cannabis Business, whether voluntarily or involuntarily, the Person’s successor, assignee or other transferee, or other Person or entity obtaining ownership or control of the business (“Transferee”), shall satisfy any tax liability owed to the City associated with the business when due hereunder. Failure to do so for the benefit of the City will result in being personally liable to the City for the full amount of the unpaid tax liability, interest and penalties. The Transferee shall notify the Collector of the date of transfer at least 30 days before the transfer date; or if the agreement to sell, transfer, or otherwise dispose of the business was made less than 30 days before the date of transfer, notice shall be provided immediately upon the existence of the agreement. All Transferees are required to meet each and every condition outlined in this Ordinance and have prior written approval of the City prior to the transfer.

B. The Transferee shall be deemed to have complied with the requirement of this section to satisfy the unpaid tax liability if the Transferee complied with the requirements of California Revenue and Taxation Code Section § 7283.5 by withholding from the purchase price, for the benefit of the City, an amount sufficient to cover the tax liability, or by otherwise paying the tax liability and obtaining from the Collector a “Tax Clearance Certificate” showing that all outstanding tax liability has been paid and stating that no amount is due through the date of transfer.

C. The Collector, within 90 days of receiving a written request from the Transferee, may issue a “Tax Clearance Certificate” stating either the amount of tax liability due and owing for the business, or stating that there is no tax liability due and owing for the business through a stated date. The Collector may also request financial records from the current or former owner or operator of a Commercial Cannabis Business to audit the tax that may be due and owing. The Collector shall issue a “Tax Clearance Certificate” within 30 days of completing the audit, state the amount of the tax liability owed, if any, unless the Collector determines that the records provided in connection with the audit are insufficient to determine whether taxes are due and owed or in what amount. If the Collector determines that the records are insufficient, the Collector may rely on the facts and information available to estimate any tax liability. The Collector may issue a “Tax Clearance Certificate” stating the amount of the tax liability, if any, based on such facts and information available. Unless an appeal is filed in accordance with Section 5.32.270, the “Tax Clearance Certificate” shall

serve as conclusive evidence of the tax liability associated with the property through the date stated on the “Tax Clearance Certificate.”

**5.32.220: PAYMENT OF TAXES DOES NOT AUTHORIZE UNLAWFUL BUSINESS.**

A. The payment of a tax required by this Chapter, and its acceptance by the City, shall not entitle any Person to carry on any Commercial Cannabis Business unless the Person has complied with all of the requirements of this Code and all other applicable state laws.

B. No tax paid under the provisions of this Chapter shall be construed as authorizing the conduct or continuance of any illegal or unlawful business, or any business in violation of any local or state law.

**5.32.230: DEFICIENCY DETERMINATIONS.**

If the Collector is not satisfied that any tax return or other statement filed as required under this Chapter is correct, or that the amount of tax is correctly computed, he or she may compute and determine the amount to be paid and make a deficiency determination upon the facts contained in the tax return or statement or any information in his or her possession or that may come into his or her possession within three (3) years of the date the tax was originally due and payable, or such later date as allowable by law. One or more deficiency determinations of the amount of tax due for a period or periods may be made. When a Person discontinues engaging in a business, a deficiency determination may be made at any time within three (3) years thereafter, or such later date as allowable by law, as to any liability arising from engaging in such business whether or not a deficiency determination is issued prior to the date the tax would otherwise be due. Whenever a deficiency determination is made, a notice shall be given to the Person concerned in the same manner as notices of assessment are given under Section 5.32.250.

**5.32.240: FAILURE TO REPORT.**

A. Under any of the following circumstances and at any time, the Collector may make and give notice of an assessment of the amount of tax owed by a Person under this Chapter.

1. If the Person has not filed a complete return or statement required under this Chapter; or
2. If the Person has not timely paid any tax, fee, interest and/or penalty due under this Chapter; or
3. If the Person has not, after demand by the Collector, filed a corrected return or statement, or furnished to the Collector adequate substantiation of the information contained in a return or statement filed previously; or
4. If the Collector determines that the nonpayment of any business tax due under this Chapter is due to fraud, a

penalty of twenty-five percent (25%) of the amount of the tax shall be added thereto in addition to penalties and interest otherwise stated in this Chapter and any other penalties allowed by law.

B. The notice of assessment shall separately set forth the amount of any tax known by the Collector to be due or estimated by the Collector, after consideration of all information within the Collector's knowledge concerning the business and activities of the Person assessed, to be due under each applicable section of this Chapter, and shall include the amount of any penalties or interest accrued on each amount to the date of the notice of assessment.

**5.32.250: TAX ASSESSMENT – NOTICE REQUIREMENTS.**

The notice of assessment shall be served upon the Person either by personal delivery, or by a deposit of the notice in the United States mail, postage prepaid thereon, addressed to the Person at the address of the location of the business or to such other address as he, she or it shall register with the Collector for the purpose of receiving notices provided under this Chapter, or, should the Person have no address registered with the Collector for such purpose, then to such Person's last known address. For the purposes of this Section, a service by mail is complete at the time of deposit in the United States mail.

**5.32.260: TAX ASSESSMENT – HEARING, APPLICATION, AND DETERMINATION.**

Within ten (10) calendar days from the date of service, the Person may apply in writing to the Collector for a hearing on the assessment. If application for a hearing before the City is not made within the time here prescribed, the tax assessed by the Collector shall become final and conclusive. Within thirty (30) business days of the receipt of any such application for hearing, the Collector shall cause the matter to be set for hearing before him or her not later than thirty-five (35) business days after the receipt of the application, unless a later date is agreed to by the Collector and the Person requesting the hearing. Notice of such hearing shall be given by the Collector to the Person requesting such hearing not later than five (5) business days prior to such hearing. At such hearing said applicant may appear and offer evidence why the assessment as made by the Collector should not be confirmed and fixed as the tax due. After such hearing, the Collector shall determine and reassess the proper tax to be charged and shall give written notice to the Person in the manner prescribed in Section 5.32.250 for giving notice of assessment. The amount determined to be due shall be payable after thirty (30) calendar days of written notice unless it is appealed to the City Council.

**5.32.270: APPEAL PROCEDURE.**

Any taxpayer aggrieved by any decision of the Collector with respect to the

amount of tax, fee, interest and penalties, if any, due under this Chapter may appeal to the City Manager by filing a written appeal with the Clerk of the Lindsay City Council within fifteen (15) calendar days of the mailing of the decision or determination. The Clerk shall schedule the appeal and give fifteen (15) days written notice to the appellant of the time and place of hearing by serving the notice Personally or by depositing in the United States Post Office in the City, postage prepaid, addressed as shown on the appeal papers or, if none, such other address as is known to the City or, absent any address, by publication in a newspaper of general circulation in the City. The City Manager shall have authority to determine all questions raised on such appeal. No such determination shall conflict with any substantive provision of this Chapter.

**5.32.280: CONVICTION FOR CHAPTER VIOLATION – TAXES NOT WAIVED.**

The conviction and punishment of any Person for failure to pay a required tax, fee, penalty and/or interest under this Chapter shall not excuse or exempt such Person from any civil action for the amounts due under this Chapter. No civil action shall prevent a criminal prosecution for any violation of the provisions of this Chapter or of any State law requiring the payment of all taxes.

**5.32.290: VIOLATION DEEMED MISDEMEANOR.**

Any Person who violates any provision of this Chapter or who other than by a sworn statement, knowingly or intentionally misrepresents to any officer or employee of the City any material fact herein required to be provided is guilty of a misdemeanor punishable as provided in Section 1.12.010 of this Code. A Person who on a sworn statement states as true a material fact that he or she knows to be false is guilty of perjury.

**5.32.300: REMEDIES CUMULATIVE.**

All remedies prescribed under this Chapter shall be cumulative and the use of one or more remedies by the City shall not bar the use of any other remedy for the purpose of enforcing the provisions hereof.

**5.32.310: AMENDMENT OR REPEAL.**

This Chapter may be repealed or amended by Ordinance of the Lindsay City Council without a vote of the People except that, as required by Article XIIC of the California Constitution, voter approval is required for any amendment that would increase the rate of any tax levied pursuant to this Chapter above the maximum rates established by this Chapter. The people of the City of Lindsay affirm that the following actions shall not constitute an increase of the rate of a tax:

- A. The restoration of the rate of the tax to a rate that is no higher than that set by this Chapter, if the City Council has acted to reduce the rate of the tax;

- B. An action that interprets or clarifies the methodology of the tax, or any definition applicable to the tax, so long as interpretation or clarification (even if contrary to some prior interpretation or clarification) is not inconsistent with the language of this Chapter; or
- C. The collection of the tax imposed by this Chapter, even if the City had, for some period of time, failed to collect the tax; or
- D. The establishment of a class of Persons that is exempt or excepted from the tax or the discontinuation of any such exemption or exception (other than the discontinuation of an exemption or exception specifically set forth in this Chapter); or
- E. The City Council's adoption of an Ordinance, as authorized by Section 5.32.040, to raise the tax rate provided that the rate is not increased to a rate higher than the maximums established herein.

**5.32.320: SUSPENSION OF COLLECTION.**

The City Council shall have authority to temporarily suspend collection of the tax imposed by this chapter by resolution unanimously approved by all members of the entire City Council, subject to the restrictions in the City agreement with the State Board of Equalization. However, the authority to levy the tax imposed by this chapter shall not expire or otherwise terminate, unless terminated by a duly enacted Ordinance which is approved at a regular meeting of, and by unanimous vote of all of the seats on, the City Council.

**Section 3. 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 15060(c)(2), 15061(b)(3) and 15378(b)(2) and (4). The City Manager is hereby directed to ensure that a *Notice of Exemption* is filed pursuant to CEQA Guidelines Section § 15062 [14 C.C.R. § 15062].

**Section 4. 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 5. 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 6. 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 7. 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, if any, 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 7. EFFECTIVE DATE.** Pursuant to Elections Code § 9217, this Ordinance shall be deemed adopted on the date when the final vote is declared by the City Council and this Ordinance shall go into effect ten (10) days after that date, contingent upon approval by a majority of the voters voting on the measure in the November 6, 2018 election.

**Section 8. CERTIFICATION; PUBLICATION.** Upon approval by the voters, the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause it to be published according to law.

THE FOREGOING ORDINANCE, read by title only with waiving of the reading in full was introduced at a regularly scheduled meeting on the 26<sup>th</sup> day of June 2018.

PASSED, APPROVED, and ADOPTED at a regular meeting of the City Council held on the 10<sup>th</sup> of July 2018.

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

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

ATTEST: \_\_\_\_\_  
Bret Harmon, City Clerk



## STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA  
DATE: JULY 10, 2018  
AGENDA #: 8  
STAFF: BRIAN SPAUNHURST, ASSISTANT CITY PLANNER, 559-562-7102 EX. 8032, BSPAUNHURST@LINDSAY.CA.US

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### AGENDA ITEM

TITLE Temporary Use Permit 18- 21 Lindsay Skimmers Use of City Park & Surrounding Areas

ACTION Minute Order Approval Request

PURPOSE Discretionary Action

COUNCIL OBJECTIVE(S) Increase our keen sense of identity in a physically connected and involved community.  
Dedicate resources to retain a friendly, small-town atmosphere.  
Stimulate, attract and retain local businesses.

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### RECOMMENDATION

Staff Recommends Approval of TUP 18-21 subject to the following conditions:

- City staff will ensure the Community Center and Memorial District parking lots are available.
    - RVs may be parked only in the Community Center parking lot area. No hookups are available.
  - Skimmers will coordinate with property owners west of Sequoia (medical/dental facilities) and north of Ono City Parkway (County site) regarding the use of their parking lots for additional parking.
  - Tent City will be located east of the Aquatic Center. Skimmers will define and chalk out this area. No vehicles are permitted on grass areas.
  - Ono City Parkway will remain open to through traffic. The area shown on the map will be set aside for a drop-off zone and identified no parking areas will be marked and controlled by skimmers.
  - Skimmers will provide liability indemnification to the City.
  - City staff will ensure park and area sprinklers are turned off during the event.
  - Skimmers will coordinate with Sol Nunez of Mid-Valley Waste Management regarding trash/recycle cans. They would be delivered to the area identified on the map.
  - Staff will ensure the dumpsters at the Community Center are available for use (unlocked and with adequate capacity at the start of the event).
  - Skimmers will coordinate porta-potties. Porta-potties would be placed in the area shown on the map. City staff will ensure the gate at the SE corner of the park is unlocked for delivery and pickup.
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- Skimmers will ensure all sprinklers are protected at all times. City staff will identify locations with ground markers. The Skimmers are responsible for any damage incurred to sprinklers during their event.
  - Parking and use of the Wellness Center parking lot will be coordinated between Skimmers and the Wellness Center Director.
  - The number of vendors attending is unknown at this time. Vendor areas have been identified on the map for their setup. No vehicles are permitted on grass areas.
  - No electrical power will be provided by the City.
  - The Skimmers have requested additional evening patrols by Public Safety once the event is being set up.
  - Event and Facility Setup/Cleanup: The Skimmers will set up their event. This includes the placement of cones/barricades/caution tape in their desired locations. Further, the Skimmers will ensure all areas used by the event are returned to pre-event condition. If city staff is required for cleanup full labor fees would be charged.
- 

### *BACKGROUND | ANALYSIS*

The Lindsay Skimmers have requested the temporary use of the City Park, Community Center parking lot, Ono City Parkway, and the Memorial Building parking lot for the “Division Time Trials” swim event at the Aquatic Center between 5pm July 13 and sunset, July 14. The requested timeframe includes setup and post-event cleanup. The Skimmers have also requested additional public safety patrols of the area during the event and the waiving of any minor equipment rental fees, such as those associated with the rental of barricades, traffic cones, and delineators, discussed below.

Aquatic/Wellness Center reservation and rental fees have been previously arranged with city staff and are not a part of this request. There would be overnight RV parking provided at the Community Center parking lot and a “tent city” city established east of the Aquatic Center as shown on the attached aerial photo.

The event layout and circulation would be in substantial conformance with the attached aerial and Aquatic Center drawing.

Staff would charge full fees for any labor and would bill for any damages resulting from the event. The Skimmers have requested that the minor equipment (e.g. barricades, traffic cones, delineators- 10 each) rental fees be waived, which is in keeping with other not-for-profit use. No street closures are proposed. With Council approval, barricades, cones, and delineators will be provided for Skimmer placement.

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### *ALTERNATIVES*

- Approve with modifications.
- Deny request.
- Instruct staff to provide additional information

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

Anticipated benefits include an increase in tourism dollars spent in Lindsay. Anticipated impacts include potential staff time related to event set up and clean up. This impact is mitigated by requiring the applicant to be responsible for all set up and clean up related labor fees.

### *ENVIRONMENTAL REVIEW*

As a temporary event that will not result in permanent changes to the environment, this project is considered exempt from CEQA requirements. In addition, all portions of this event will utilize existing facilities, thus the request is considered categorically exempt per section 15301 of CEQA Article 19.

### *POLICY ISSUES*

None

### *PUBLIC OUTREACH*

POSTED IN THIS AGENDA

### *ATTACHMENTS*

- Park Area Aerial
- Aquatic Center Drawing





- NOTES:**
1. Permission required to use identified "Additional Parking" west of Sequoia Ave., and North of Ono City Parkway.
  2. Vehicles must stay off grass areas.
  3. Please avoid sprinklers when delivering porta-potties, setting up vending areas, within Tent City, and throughout the park.