



# LINDSAY CITY COUNCIL MEETING: REGULAR MEETING

251 E. Honolulu St., Lindsay, CA 93247

Tuesday, February 26, 2019 @ 6:00PM

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

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## Item 0: Public Comment

The public is invited to comment on any subject under the jurisdiction of the Lindsay City Council, including agenda items, other than noticed public hearings. Speakers shall be limited to three minutes. Unless otherwise indicated by the Mayor, Public Comment will after 30 minutes. Blank speaker cards are on the back table. Give the completed speaker card to the Clerk before standing at the podium. Speakers should clearly state their name before they begin.

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## Item 1: Council Reports

City Council Members report on recent or upcoming events

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## Item 2: LHS Student Representative Report

Student reports on recent or upcoming events

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## Item 3: Staff Report

City Manager or designee reports on recent or upcoming events

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## Item 4: Consent Calendar

[Minute Order Action Item] Routine items approved in one motion unless item is pulled for discussion

Pages 1-10

1. Minutes from February 12, 2019 Council Meeting
2. Warrant List for February 20, 2019
3. Approval to correct error in Resolution Number from 19-02 (Jan. 22, 2019) to 19-01.5

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## Item 5: Proclamation: Recognition of Lifesaving Event

Presented by Chief Hughes

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## Item 6: Presentation on Car Seat Safety Event

Presented by Officer Nave

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Item 7: Second Reading of Ordinance 570 – An ordinance of the City of Lindsay amending Chapter 18 of the Lindsay Municipal Code allowing for cannabis businesses in permitted zones with a conditional use permit.

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[Roll Call Action Item] Presented by Bill Zigler, City Manager

Pages 11-18

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## LINDSAY CITY COUNCIL MEETING: REGULAR MEETING

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Tuesday, February 13, 2018 @ 6:00PM

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Item 8: Second Reading of Ordinance 571 – An ordinance repealing Chapter 8.06 of the Lindsay Municipal Code and adding Chapter 5.28 allowing cannabis businesses and establishing permitting procedures and regulations.

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[Roll Call Action Item] Presented by Bill Zigler, City Manager  
Pages 19-36

Item 9: Discussion regarding Taxation of Retail Cannabis

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[Minute Order Item] Presented by Bill Zigler, City Manager

Item 10: Formation of Ad-Hoc Committee to Study Retail Cannabis

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[Minute Order Item] Presented by Bill Zigler, City Manager  
Page 37

Item 11: Resolution 19-03 Subaward Agreement for FY 2018 State Homeland Security Grant

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[Roll Call Action Item] Presented by Chief Hughes or Designee, Department of Public Safety  
Pages 38-74

Item 12: Resolution 19-04 Tax Defer Member Paid Contributions (CalPERS)

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[Roll Call Action Item] Presented by Bret Harmon, Director of Finance  
Pages 75-77

Item 13: Resolution 19-05 Authorization to Negotiate and Execute Contract with Empower for 457b Record Keeping Services

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[Roll Call Action Item] Presented by Bret Harmon, Director of Finance  
Pages 78-82

Item 14: Formation of a Rates & Fees Ad-hoc Committee

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[Minute Order Item] Presented by Bill Zigler, City Manager  
Page 83

Item 15: Market Operations RFP – Finalize Time, Day and Location for Market

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[Minute Order Item] Presented by Bret Harmon, Director of Finance  
Pages 84-88

Item 16: Formation of a Harvard Park Ad-Hoc Committee

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[Minute Order Item] Presented by Bill Zigler, City Manager  
Page 89

Item 17: LAFCO Large City and Small City Representatives

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[Minute Order Item] Presented by Bill Zigler, City Manager

Item 18: Adjourn

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The next regular Lindsay City Council meeting will be held in the City Council Chambers at 251 E. Honolulu Street in Lindsay, California beginning at 6:00PM on March 12, 2019.



# LINDSAY CITY COUNCIL MEETING: REGULAR MEETING

251 E. Honolulu St., Lindsay, CA 93247  
Tuesday, February 12, 2019 @ 6:00PM

- Call to Order** 6:00PM
- Roll Call** Council Members Flores, Watson, Sanchez, Mayor Pro Tem Cortes & Mayor Kimball  
(All present)
- Pledge** Council Member Flores
- Invocation** To Be Announced at the Council Meeting (Kirk Ingolsby)

ITEM 1	PUBLIC COMMENT
Details	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.
<b>SPEAKER</b>	<b>COMMENTS</b>
Eric Sinclair	Commented on the State of the Union address. Eric would like to donate \$3 billion dollars to the construction of the border wall.
Virginia Loya	Presented \$10,000 check to Bill Zigler. Provided letter promising to pay the remaining outstanding balance.
Merci Herrera	Would like the City to rescind RFP.
Rosa Aguilar	Gave the Council a letter from The Spirit and the Bride Kingdom Coalition in support of the Market.
Trudy Wischemann	Thanked the Council for the Lindsay Police Department for action of Officer Robinson and leadership of Chief Hughes.
Minerva Zapalak	Is supportive of the Chamber.
Sylvia	From Hermosa Furniture on Honolulu. Would like the Market to remain downtown.
Steve Penn	Talked about people joining cleanup efforts downtown. Supportive of a market.
ITEM 2	CITY COUNCIL REPORTS
Details	Council Members report on events, activities or matters
<b>SPEAKER</b>	<b>COMMENTS</b>
Flores	Enjoyed the Chamber dinner. It was well attended. Attended a water informational meeting at Fresno State with Councilmember Sanchez. Heard good ideas about storing and bring water to the County.
Sanchez	Attended Lindsay Health Advisory meeting yesterday. Omni is supposed to open this Thursday. Humana will visit on February 27 <sup>th</sup> . Discussed activities and sports at the Wellness Center. Welcomed ideas. March 21-24 certification for new lifeguards. Looking for activities Friday night at Wellness and a job fair on March 30.
Watson	Nothing to report.
Cortes	Enjoyed Friday night game at the Lindsay Sports Complex. Lindsay beat Porterville. Wellness Center's Silver Sneakers is a great program from qualified senior citizens.

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2019-02-26 City Council Agenda Packet | Page 1



# LINDSAY CITY COUNCIL MEETING: REGULAR MEETING

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Kayak classes starting soon at Wellness Center for \$95 per person – two six-hour courses. Developing annual calendar for the Wellness Center. Zumba beginner classes started yesterday. Visited Woodlake for a tour of their cannabis dispensary facility.

Kimball Recognized Maria Knutson with a Proclamation for her exceptional work as a City of Lindsay employee. Maria is retiring on Friday. Attended Healthy Kids Healthy Lindsay meeting last week. Presented proclamation to school counselor at Jefferson at a school assembly. Attended TCAG meeting. TCAG will have a retreat soon to discuss countywide transportation system to improve it and increase use. There will be legislation coming that will impact the City related to transportation and reduction in greenhouse gases.

### ITEM 3 LHS STUDENT REPORT – IRELAND MCCALL

Details Student reports on recent, current or upcoming events, activities or matters related to the High School

**SPEAKER COMMENTS**

McCall Shared highlights of upcoming activities, including blood drive information. Ag Pathways will attend the World Ag Expo this week. Shared sports updates.

### ITEM 4 STAFF REPORTS

Details City Manager or designee reports on events, activities or matters

**SPEAKER COMMENTS**

Zigler Asked council if they would like to use public comment speaker cards. The purposes of the card are to help the Clerk correctly spell names in the minutes and to aid in responding to concerns, if the speaker wishes to leave contact information.

Council Discussed the idea and do not have objections since it is not mandatory.  
 Zigler Met with Supervisor Crocker and Council members Sanchez and Flores. Supervisor Crocker will try to help with certain road projects in outlying areas. Ellen Blumer would like to do a 40-person arbor project. Will be doing fundraising. City working on expanding area for new play equipment from the Kiwanis. Water system and wells are performing well. Drilling for the test well may start tomorrow depending on weather. Roundabout is progressing.

### ITEM 5 CONSENT CALENDAR

Details These are routine items. Agenda Pages 01-12

1. Approve City Council Meeting Minutes for January 22, 2019
2. Accept Warrant List for January
3. Treasurer’s Report January 31, 2019
4. Temporary Use Permit (TUP) No. 19-02 Circus at Lindsay Food Mart
5. Lindsay Hospital District Ingress-Egress and Pipeline Easements

Motion: Minute order approval of consent calendar.

1 <sup>st</sup>	2 <sup>nd</sup>	Flores	Watson	Sanchez	Cortes	Kimball	Result
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Watson	Cortes						5-0 approved
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**ITEM 6 PRESENTATION: HARVARD PARK SURVEY**

Details	Presented by Dennis Hylton with Kiwanis & Key Club Members
<b>SPEAKER</b>	<b>COMMENTS</b>
Hylton & Key Club Students	Shared some history about what the Kiwanis club has done at Harvard Park with trees and sand paths. Key Club conducted a survey of the community. Vanessa, President of the Key Club, presented the results of the survey. Irma Padilla, learning facilitator and key club advisor, oversaw the survey. Residents want play structures, walking path or soccer field. Looking forward to working with the community to make improvements at the park. Would like to work with City staff.
Watson	Shared appreciation for the learners' involvement in a positive experience. Volunteered to be on an ad-hoc committee focused on Harvard Park.
Zigler	Cannot form ad-hoc committee without it being on the agenda. Will bring back next meeting.
Cortes	Earth Day coming up. It would be a great time for a major community event.

**ITEM 7 PRESENTATION: CAR SEAT PROGRAM**

Details	Presented by Office Adriana Nave
<b>SPEAKER</b>	<b>COMMENTS</b>
Officer Nave	The car seat event will be this Saturday from 10-1. Ninety percent of car seats are not installed or used properly in the Central Valley. Omni will also have a booth to share about their services.

**ITEM 8 PUBLIC HEARING: ORDINANCE NO. 570 AMENDING CHAPTER 18 OF THE LINDSAY MUNICIPAL CODE ALLOWING FOR CANNABIS BUSINESSES IN PERMITTED ZONES WITH A CONDITIONAL USE PERMIT. [ACTION ITEM]**

Details	Presented by Bill Zigler, City Manager
<b>SPEAKER</b>	<b>COMMENTS</b>
Zigler	This is the First Reading of the notice. Presented the staff report.
Kimball	Opened Public Hearing
Steve Penn	Expressed interest in including retail.
Greg	He would like the ordinance to go further than it does. Would like to see retail.
Dustin	Working with the owner of the old Lindsay Olive Plant. Encouraged council to move quickly.
Herrera	Favors retail.
Eric Sinclair	Spoke in opposition because some strains are tainted. This will increase addiction rates. Against it to protect children.
Joseph Ross	Opposed to it in its current form because he thinks without retail the City would not make money.
Greg	Expressed the ends justify the means to increase revenue.



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- Dustin Shared that much of the money received at the state will go to addiction treatment and to combat black market.
- Steve Penn Encouraged the Council to look at the gray area.
- Eric Sinclair Believes the City is doing good things. Does not want to bring anything bad to the City.
- Kimball Closed public hearing. Reminded audience this ordinance is not about dispensaries.
- Cortes Shared research she has done and would like to see retail in the ordinance.
- Zigler Ordinance could be amended in the future, but once something is allowed it is not realistic to remove it. Would need to have another study meeting to ensure Council agrees to locations.
- Sanchez Would like to have retail added to the ordinance.
- Zigler Advised Council that staff would need to research and have a study session with Council to establish zoning areas for retail.
- Jaz (City Attorney) Two options: (1) to continue with the ordinance and then amend later with retail or (2) to halt process now and work on new ordinance.
- Council Discussed amongst themselves on when to address retail. Reached consensus to return later for retail and to proceed with ordinance as is.
- Motion: Proposed Council approve first reading of Ordinance 570, waiving the reading in full.

1 <sup>st</sup>	2 <sup>nd</sup>	Flores	Watson	Sanchez	Cortes	Kimball	Result
Flores	Cortes	Yes	Yes	Yes	Yes	No	4-1 Approved

**ITEM 9 PUBLIC HEARING: ORDINANCE NO. 571 REPEALING CHAPTER 8.06 OF THE LINDSAY MUNICIPAL CODE AND ADDING CHAPTER 5.28 ALLOWING CANNABIS BUSINESSES AND ESTABLISHING PERMITTING PROCEDURES AND REGULATIONS [ACTION ITEM]**

Details Presented by Bill Zigler, City Manager

**SPEAKER COMMENTS**

- Zigler Presented staff memo.
- Kimball Opened Public Hearing
- Penn In favor of the ordinance.
- Herrera In favor of the ordinance.
- Sinclair Opposes the ordinance
- Kimball Closed Public Hearing
- Motion: Proposed Council approve first reading of Ordinance 571, waiving the reading in full.

1 <sup>st</sup>	2 <sup>nd</sup>	Flores	Watson	Sanchez	Cortes	Kimball	Result
Flores	Watson	Yes	Yes	Yes	Yes	No	4-1 Approved

**ITEM 10 TECHNICAL SERVICES AGREEMENT BETWEEN CITY OF LINDSAY, PUBLIC HEALTH ADVOCATES AND KOUNKUEY DESIGN INITIATIVE [ACTION ITEM]**

Details Presented by Mike Camarena, Director of City Services

**SPEAKER COMMENTS**

- Camarena Shared the staff report.
- Motion: Approve technical services agreement

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1 <sup>st</sup>	2 <sup>nd</sup>	Flores	Watson	Sanchez	Flores	Kimball	Result
Watson	Cortes						5-0 approved

## ITEM 11 ENERGY ACTION PLAN [ACTION ITEM]

Details Presented by Mike Camarena, Director of City Services

### SPEAKER COMMENTS

Camarena Presented staff report.

Watson Asked about replacement of the pumps at the well sites.

Camarena Confirmed it could help with replacing the pumps through a rebate.

Council Identified Policies #1 and #2 in the plan.

Motion: Minute order approval of EAP and identify policies 1 and 2

1 <sup>st</sup>	2 <sup>nd</sup>	Flores	Watson	Sanchez	Flores	Kimball	Result
Flores	Cortes						5-0 approved

## ITEM 12 LAFAYETTE AVENUE AND SYCAMORE AVENUE WATER MAIN PLANS AND SPECIFICATIONS TASK ORDER [ACTION ITEM]

Details Presented by Mike Camarena, Director of City Services

### SPEAKER COMMENTS

Camarena Introduced contract City Engineer of QK. Presented staff report.

Jeff of QK Thanked Council for the opportunity and encouraged them to ask him questions.

Motion: Minute order approval of task order changes

1 <sup>st</sup>	2 <sup>nd</sup>	Flores	Watson	Sanchez	Flores	Kimball	Result
Watson	Sanchez						5-0 approved

## ITEM 13 EXECUTIVE SESSION

Details **1. Conference with Legal Counsel regarding- GC§54956.9(b) (2-case) Anticipated Litigation/Significant Exposure to Litigation**  
 Nothing to report

## ITEM 14 REVIEW OF INTERFUND ADVANCES PRESENTATION [ACTION ITEM]

Details Presented by Bret Harmon

### SPEAKER COMMENTS

Harmon Identified item as a resolution as stated in agenda packet. Presented staff report.

Motion: Approve Resolution 19-02

1 <sup>st</sup>	2 <sup>nd</sup>	Flores	Watson	Sanchez	Cortes	Kimball	Result
Watson	Flores	Yes	Yes	Yes	Yes	Yes	5-0 approved

## ITEM 15 FUTURE AGENDA ITEMS [ACTION ITEM]

Details City Council Members request items for future agenda items.

### SPEAKER COMMENTS

Sanchez Cannabis retail discussion for future item

Sanchez Ad-hoc committee for Harvard Park

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Motion: Cannabis retail discussion on next agenda

1 <sup>st</sup>	2 <sup>nd</sup>	Flores	Watson	Sanchez	Cortes	Kimball	Result
Sanchez	Cortes						5-0 approved

Motion: Ad-hoc committee for Harvard Park

1 <sup>st</sup>	2 <sup>nd</sup>	Flores	Watson	Sanchez	Cortes	Kimball	Result
Watson	Cortes						5-0 approved

## ITEM 16 ADJOURN

Details Council adjourns meeting. The next Regular City Council meeting will be held at 251 E. Honolulu Street, Lindsay at 6:00PM on February 26, 2019.

Motion: Adjourn meeting

1 <sup>st</sup>	2 <sup>nd</sup>	Flores	Watson	Sanchez	Flores	Kimball	Result
Cortes	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>\$ 52,715.46</b>
101 - GENERAL FUND	93963	2/15/2019	5457	AUTO ZONE COMMERCIA	Multiple	2,117.35
101 - GENERAL FUND	93965	2/15/2019	5013	BUZZ KILL PEST CONT	Multiple	120.00
101 - GENERAL FUND	93966	2/15/2019	5832	CINTAS CORPORATION	Multiple	2,444.73
101 - GENERAL FUND	93967	2/15/2019	279	CITY OF PORTERVILLE	Multiple	1,487.77
101 - GENERAL FUND	93974	2/15/2019	1925	FRUIT GROWERS SUPPL	DYE BLUE	27.71
101 - GENERAL FUND	93976	2/15/2019	6346	JEFF PFEIFFER	SQUIRRELS TREATMENT	500.00
101 - GENERAL FUND	93977	2/15/2019	2601	JOHN HIBLER WEATHER	JAN 2019-WEATHER	50.00
101 - GENERAL FUND	93982	2/15/2019	285	QUILL CORPORATION	C.S SUPPLIES	89.01
101 - GENERAL FUND	93984	2/15/2019	3622	RLH FIRE PROTECTION	DEC2019 MCD FIRE	143.00
101 - GENERAL FUND	93988	2/15/2019	310	SOUTHERN CA. EDISON	Multiple	11,699.35
101 - GENERAL FUND	93991	2/15/2019	144	THE GAS COMPANY	Multiple	35.02
101 - GENERAL FUND	93993	2/15/2019	5747	UNITED STAFFING	Multiple	1,510.47
101 - GENERAL FUND	93995	2/15/2019	2790	WILLDAN INC.	BUILDING INSPEC-DEC	3,612.50
261 - GAS TAX FUND	93975	2/15/2019	5541	JACK DAVENPORT SWEE	1/2019 BROOM SERVIC	3,000.00
261 - GAS TAX FUND	93996	2/15/2019	382	ZUMAR INDUSTRIES IN	Multiple	1,012.86
400 - WELLNESS CENTER	93969	2/15/2019	6039	DINA RESTIVO	CLASS AT WELLNESS	960.00
400 - WELLNESS CENTER	93970	2/15/2019	6040	ERMELINDA PUENTES	FIT & STRENGHT CLAS	325.00
400 - WELLNESS CENTER	93979	2/15/2019	5804	KELSIE AVINA	JAN 2019 ZUMBA	325.00
400 - WELLNESS CENTER	93980	2/15/2019	5448	KIRBY D. MANNON	EXERCISE CLASS	200.00
400 - WELLNESS CENTER	93986	2/15/2019	3208	SHANNON PATTERSON	AQUA CLASS	200.00
400 - WELLNESS CENTER	93989	2/15/2019	4914	STEPHANIE OROSCO	ZUMBA CLASS	315.00
400 - WELLNESS CENTER	93990	2/15/2019	6310	TE 'MARCUS WHITNEY	FIT & TONE CLASS	325.00
552 - WATER	93964	2/15/2019	51	BSK	CRYPTOSPORIDIUM	515.00
552 - WATER	93968	2/15/2019	388	DENNIS KELLER/JAMES	Multiple	6,994.35
552 - WATER	93971	2/15/2019	3461	FERGUSON ENTERPRISE	WATER PLANT SUPPLIE	2,165.45
552 - WATER	93972	2/15/2019	137	FRIANT WATER AUTHOR	MONTHLY SHARE	1,940.00
552 - WATER	93978	2/15/2019	6372	JOSE VALENCIA	465 E HERMOSA CREDI	841.19
552 - WATER	93983	2/15/2019	6095	RALPH GUTIERREZ WAT	Multiple	4,000.00
552 - WATER	93985	2/15/2019	6053	RUDY HERNANDEZ	STATE TEST FEES	120.00
552 - WATER	93987	2/15/2019	4555	THATCHER COMPANY IN	Multiple	2,705.33
553 - SEWER	93973	2/15/2019	6010	FRONTIER COMMUNICAT	559-562-6317	80.95
553 - SEWER	93981	2/15/2019	3452	KURZ TRUCK SERVICE	LIFT PUMP-MONTEVIST	150.00
553 - SEWER	93992	2/15/2019	6371	TULARE COUNTY SOLID	Multiple	2,653.44
553 - SEWER	93994	2/15/2019	356	USA BLUEBOOK	SEWER PLANT SUPPLIE	49.98



## STAFF REPORT

TO: LINDSAY CITY COUNCIL  
DATE: February 26, 2019  
AGENDA #: Consent Calendar  
FROM: Bret Harmon, Director of Finance

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### AGENDA ITEM

<i>TITLE</i>	Correct assigned number for Resolution 19-02 (Electronic Communications) to Resolution 19-01.5
<i>ACTION</i>	Approval Resolution Number change
<i>PURPOSE</i>	Statutory/Contractual Requirement
<i>OBJECTIVE(S)</i>	<ul style="list-style-type: none"><li>• Live in a safe, clean, comfortable and healthy environment.</li></ul>

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### RECOMMENDATION

Correct assigned number for Resolution 19-02 (Electronic Communications) to Resolution 19-01.5

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### BACKGROUND | ANALYSIS

Staff made an error in numbering the Resolution. Only the number needs to be corrected to 19-01.5.

### ALTERNATIVES

- Approve the Resolution Number correction to 19-01.5.
- Do not approve resolution number correction and provide direction to staff.

### BENEFIT TO OR IMPACT ON CITY RESOURCES

No impact.

### ENVIRONMENTAL REVIEW

N/A

### POLICY ISSUES

Resolutions should have the correct number.

### PUBLIC OUTREACH

Posted in this agenda

### ATTACHMENTS

- Resolution 19-01.5 (No changes to the text. Only change to the assigned number).
-



## RESOLUTION OF THE CITY OF LINDSAY

NUMBER 19-01.5

TITLE **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY TO REQUIRE THE USE OF CITY PROVIDED ACCOUNTS FOR THE ELECTRONIC TRANSMITTAL OF COMMUNICATIONS TO AND FROM COUNCIL MEMBERS.**

MEETING At a regularly scheduled meeting of the City of Lindsay City Council held on January 22, 2019 at 6:00PM at 251 E. Honolulu Street, Lindsay, CA 93247.

**WHEREAS**, electronic written communications, such as e-mails and texts, occur between Council members and City staff and constituents throughout the year;

**WHEREAS**, the communication that occurs can be a mixture of confidential and nonconfidential communication produced in accordance with Brown Act requirements, some of which would be subject to disclosure in accordance with the California Public Records Act (hereinafter the "Act"), and some of which would be exempt from disclosure under the Act;

**WHEREAS**, under California law, electronic communications on officials' private devices and accounts that pertain to city business are subject to disclosure pursuant to the Act unless otherwise exempt;

**WHEREAS**, confidential exempt communications under the Act on private devices and accounts are susceptible to inadvertent disclosure or security breaches, for which the City would have severely limited ability to control or mitigate; and

**WHEREAS**, use of private devices and accounts by officials for city business creates difficulties in responding to public records requests, particularly when the request can be for records pertaining to officials who no longer hold an office with the City;

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

- SECTION 1. The City Council Members of the City of Lindsay shall only use their devices with city-owned accounts for transmitting or receiving electronic written communications.
- SECTION 2. The City Council hereby authorizes staff to set up each Council Member's device with city accounts so that electronic communications related to City business can be sent and received through the city-provided services.
- SECTION 3. This resolution shall be effective immediately upon its approval and adoption.
- SECTION 4. The Mayor, or presiding officer, is hereby authorized to affix her/his signature to the Resolution signifying its adoption by the City Council of the City of Lindsay, and the City Clerk, or his duly appointed deputy, is directed to attest thereto.



## RESOLUTION OF THE CITY OF LINDSAY

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

MEETING DATE	January 22, 2019
MOTION	Flores
2 <sup>nd</sup> MOTION	Cortes
AYES	Flores, Cortes, Watson, Sanchez and Kimball
ABSENT	None
ABSTAIN	None
NAYS	None

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

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

\_\_\_\_\_  
Mayor



## STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA  
DATE: FEBRUARY 26, 2019  
AGENDA #: 7  
STAFF: WILLIAM ZIGLER, CITY MANAGER, 559.562.7102,  
WZIGLER@LINDSAY.CA.US

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### AGENDA ITEM

TITLE	Ordinance No. 570, Second Reading; an ordinance amending Chapter 18 of the Lindsay Municipal Code Allowing for Cannabis Businesses in Permitted Zones with a Conditional Use Permit.
ACTION	Request approval of Ordinance No. 570, Second Reading
PURPOSE	Discretionary Action
COUNCIL OBJECTIVE(S)	Advance economic diversity. Yield a fiscally self-reliant city government while providing effective, basic municipal services.

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### RECOMMENDATION

Staff recommends approval of Ordinance No. 570, second reading, an ordinance amending Chapter 18 of the Lindsay Municipal Code Allowing for Cannabis Businesses in Permitted Zones with a Conditional Use Permit.

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### BACKGROUND | ANALYSIS

In June 2018 the Lindsay City Council directed staff to develop ordinances governing the growth, manufacturing and testing of cannabis within the IH Heavy Industrial zoning district, the testing of cannabis in the IL light industrial zoning district and the testing of cannabis in the PO professional office zoning district. Staff was also directed to prepare Cannabis Business Tax Ordinance 567, which was approved by Lindsay voters in the November 2018 election as Measure G.

Per Council direction attached Ordinance 570, second reading, an ordinance amending chapters of Title 18 of the Lindsay Municipal Code, has been prepared and is outlined below:

Chapter 18.09 PO Professional Office District, Section 18.09.040 is amended as follows:

18.09.040. Conditional uses – City council approval.

Cannabis products testing laboratory – added

Cannabis testing laboratory – added

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## STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA  
DATE: FEBRUARY 26, 2019  
AGENDA #: 7  
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WZIGLER@LINDSAY.CA.US

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Chapter 18.11 I Industrial Districts, Section 18.11.020.D. for the IL light industrial district is amended as follows:

18.11.020.D. Conditional uses – City council approval.

18.11.020.D.3. That the use reasonably can be expected to conform with the required conditions prescribed for the I district in Section 18.11.060.

Cannabis products testing laboratory – added  
Cannabis testing laboratory – added

Chapter 18.11 I Industrial Districts, Section 18.11.030.D. for the IH heavy industrial district is amended as follows:

Chapter 18.11.030.D. Conditional uses – City Council approval.

Cannabis nursery – added  
Cannabis manufacturer – added  
Cannabis production – added  
Cannabis products testing laboratory – added  
Cannabis testing laboratory – added

### *ALTERNATIVES*

- Approve the second reading of Ordinance 570 as submitted.
- Approve the second reading of Ordinance 570 with amendments.
- Do not approve the second reading of Ordinance 570.
- Direct staff to take some other action.

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

Approval of Ordinance 570, second reading, in and of itself will have no impact on City resources. Efforts have been taken in its development to minimize impacts on public safety and our community by those businesses and activities governed by its regulations. Following approval of Ordinance 570, second reading, each application for the growth, manufacturing and testing of cannabis will be reviewed individually for public safety, community, environmental and public utility impacts.

### *ENVIRONMENTAL REVIEW*

Ordinance 570, second reading, is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15061(b)(3) [there is no possibility the activity in question

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## STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA  
DATE: FEBRUARY 26, 2019  
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WZIGLER@LINDSAY.CA.US

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may have a significant effect on the environment]. In addition to the foregoing general exemption, the ordinance is categorically exempt from review under CEQA under the Class 8 categorical exemption [regulatory activity to assure the protection of the environment].

### *POLICY ISSUES*

There are no policy issues related to the approval of Ordinance 570, second reading.

### *PUBLIC OUTREACH*

Several public meetings were held with Council beginning in June 2018. A public hearing was held on June 12, 2018 and again on February 12, 2019 for public comment. The most recent notice of Public Hearing was posted in the Porterville Recorder on February 1, 2019.

### *ATTACHMENT*

- Ordinance 570, second reading



**ORDINANCE NO. 570**

**AN ORDINANCE OF THE CITY OF LINDSAY AMENDING CHAPTER 18 OF THE LINDSAY MUNICIPAL CODE ALLOWING FOR CANNABIS BUSINESSES IN PERMITTED ZONES WITH A CONDITIONAL USE PERMIT.**

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

**Section 1. PURPOSE.** The provisions of this ordinance are intended to amend the Lindsay Municipal Code to allow for cannabis related business within the Lindsay City Limits within certain zones and with a Conditional Use Permit.

**Section 2. CODE AMENDMENT.** The following sections within Title 18 of the Lindsay Municipal Code are hereby amended to read in their entirety as follow:

Title 18 Zoning, Chapter 18.09 PO Professional Office District, Section 18.09.040 is hereby amended to read in its entirety as follows:

**18.09.040. Conditional uses - City council approval.**

- A. Cannabis products testing laboratory.
- B. Cannabis testing laboratory.
- C. Churches, parsonages and other religious institutions.
- D. Public and private charitable institutions, hospitals, sanitariums, nursing homes, rehabilitation homes and rest homes, including state-authorized homes as prescribed under Section 18.07.040(B).
- E. Public uses of a cultural type, including libraries, museums and art galleries.
- F. Mortuaries.
- G. Modest expansion or remodeling of an existing nonconforming use of a structure or land, limited to twenty-five percent or less of the assessed value of existing structures, or reestablishment of a nonconforming use which has been damaged, except nonconforming signs and outdoor advertising structures, nonconforming uses occupying a structure with an assessed valuation of less than one hundred dollars, and nonconforming fences, walls and hedges.
- H. Expansion, remodeling or additions to a conditional use that are not considered an incidental or accessory use as defined in Chapter 18.24.
- I. Other uses which are added to this list according to the procedure in Chapter 18.15 (Ord. 437 1 § (part), 1989)

Title 18 Zoning, Chapter 18.11 I Industrial Districts, Section 18.11.020.D. for the IL light industrial district is hereby amended to read in its entirety as follows:

**18.11.020.D. Conditional uses – City council approval.**

Any of the uses listed in Section 18.11.030(B); provided, that on the basis of the use permit application and the evidence submitted, the city council makes the following findings in addition to the findings prescribed in Chapter 18.17:

1. That consideration of all the determinable characteristics of the use which is the subject of the application indicates that the use has the same essential characteristics as the uses listed in Section 18.11.020(B) with respect to of operation, type of process, materials, equipment, structures, storage and appearances.

2. If the use involves nuisance or hazardous characteristics, that the application includes sufficient evidence to indicate that special devices, construction or site design are planned to eliminate the nuisance or hazardous characteristics normally attendant to operation of the use.

3. That the use reasonably can be expected to conform with the required conditions prescribed for the I district in Section 18.11.060.

Bulk storage and delivery of liquefied petroleum gas.

Cannabis products testing laboratory.

Cannabis testing laboratory.

Public buildings and grounds.

Expansion, remodeling or additions to a conditional use that are not considered an incidental or accessory use as defined in Chapter 18.24.

Modest expansion or remodeling of an existing nonconforming use of a structure or land, up to fifty percent or less of the assessed value of the structure, or reestablishment of a nonconforming use which has been damaged, except nonconforming signs and outdoor advertising structures, nonconforming uses occupying a structure with an assessed valuation of less than one hundred dollars, and nonconforming fences, walls and hedges.

Other uses which are added to this list according to the procedure in Chapter 18.15. (Ord. 437 § 1 (part), 1989)

Title 18 Zoning, Chapter 18.11 I Industrial Districts, Section 18.11.030.D. for the IH heavy industrial district is hereby amended to read in its entirety as follows:

#### **18.11.030.D. Conditional uses – City council approval.**

The following uses and other uses may be approved according to the procedures in Chapter 18.17; provided, however, that for uses which involve nuisances, dangers of fire or explosion or other hazards to health and safety, the city council shall make a specific finding that the use can be expected to conform with each of the required conditions prescribed for an IH district in Section 18.11.040. The council may require submission of reports by technical consultants or other evidence in addition to the data prescribed in Chapter 18.17:

Asphalt and asphalt products manufacture;

Cannabis nursery;

Cannabis manufacturer;

Cannabis production;

Cannabis products testing laboratory.

Cannabis testing laboratory.

Cement, lime, gypsum and plaster of paris manufacture;

Charcoal, lampblack and fuel briquettes manufacture;

Chemical products manufacture including acetylene, aniline dyes, ammonia, carbide, caustic soda, cellulose, chlorine, cleaning and polishing preparations, creosote, exterminating agents, hydrogen and oxygen, industrial alcohol, nitrating of cotton or other

materials, nitrates of an explosive nature, potash, pyroxlin, rayon yarn, and carbolic, hydrochloric, picric and sulfuric acids;

Coal, coke and tar products manufacture;

Commercial Cannabis Business, excluding retail sales;

Commercial Cannabis Cultivation;

Drop forges;

Dumps and slag piles;

Electroplating shops;

Explosives manufacture and storage;

Fertilizer manufacture;

Film manufacture;

Fireworks manufacture and storage;

Fish products processing and packaging;

Garbage and refuse dumps;

Gas and oil wells;

Gas manufacture or storage;

Gelatin, glue and size manufacture from animal or fish refuse;

Grain rolling and storage;

Incineration or reduction of garbage, offal and dead animals;

Junk yards;

Lard manufacture;

Linoleum and oil cloth manufacture;

Liquefied petroleum gas bulk storage and delivery;

Magnesium foundries;

Manure, peat and topsoil processing and storage;

Metal and metal ores reduction, refining, smelting and alloying;

Motor vehicles wrecking yards;

Paint manufacture including enamel, lacquer, shellac, turpentine and varnish;

Paper mills;

Petroleum and petroleum products refining and storage;

Public buildings and grounds;

Rifle and pistol ranges;

Rubber manufacture or processing including natural or synthetic rubber and gutta-percha;

Soap manufacture including fat rendering;

Steam plants;

Stock yards, stock feeding yards and slaughter houses;

Stone quarries, gravel pits, mines and stone mills;

Storage of inflammable liquids;

Storage of used building materials;

Tallow manufacture;

Tanneries and curing and storage of rawhides;

Wood and bones distillation;

Wood pulp and fiber reduction and processing;

Expansion, remodeling, or additions to a conditional use that are not considered an incidental or accessory use as defined in Chapter 18.24;

Modest expansion or remodeling of an existing nonconforming use of a structure or land up to fifty percent or less of the assessed value of the structure, or reestablishment of a

nonconforming use which has been damaged, except nonconforming signs and outdoor advertising structures, nonconforming uses occupying a structure with an assessed valuation less than one hundred dollars, and nonconforming fences, walls and hedges;

Other uses which are added to this list according to the procedure in Chapter 18.15. (Ord. 437 § 1 (part), 1989)

**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 sections 15060(c)(2) [the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment] and 15061(b)(3) [there is no possibility the activity in question may have a significant effect on the environment]. In addition to the foregoing general exemptions, the City Council further finds that the ordinance is categorically exempt from review under CEQA under the Class 8 categorical exemption [regulatory activity to assure the protection of the environment]. The City Manager is hereby directed to ensure that a Notice of Exemption is filed pursuant to CEQA Guidelines section 15062 [14 CCR. 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, contradict or otherwise conflict with, applicable State and federal law and this ordinance shall be construed in light of that intent. To the extent the provisions of the Lindsay Municipal Code as amended by this ordinance are substantially the same as provisions in the Lindsay Municipal Code existing prior to the effectiveness of this ordinance, then those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

**Section 8. EFFECTIVE DATE.** The foregoing ordinance shall take effect thirty (30) days from the date of the second reading and passage hereof, on February 26, 2019. Prior to the expiration of fifteen (15) days from the passage hereof a certified copy of this ordinance shall be posted in the office of the City Clerk pursuant to Government Code § 36933(c)(1) and a summary shall be published once in the Porterville Recorder, a newspaper published daily and available in the City of Lindsay, State of California together with the names of the Council members voting for and against the same.

**THE FOREGOING ORDINANCE** was passed and adopted by the City Council of the City of Lindsay, State of California, on February 26, 2019 at a regular meeting of said Council duly and regularly convened on said day by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

ATTEST:

\_\_\_\_\_  
PAM KIMBALL, MAYOR

\_\_\_\_\_  
BRET HARMON, CITY CLERK



## STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA  
DATE: FEBRUARY 26, 2019  
AGENDA #: 8  
STAFF: WILLIAM ZIGLER, CITY MANAGER, 559.562.7102,  
WZIGLER@LINDSAY.CA.US

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### AGENDA ITEM

**TITLE** Ordinance No. 571, second reading; an ordinance allowing cannabis businesses and establishing permitting procedures and regulations.

**ACTION** Request approval of Ordinance No. 571, Second Reading

**PURPOSE** Discretionary Action

**COUNCIL OBJECTIVE(S)** Advance economic diversity.  
Yield a fiscally self-reliant city government while providing effective, basic municipal services.

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### RECOMMENDATION

Staff recommends approval of Ordinance No. 571, second reading, an ordinance allowing cannabis businesses and establishing permitting procedures and regulations.

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### BACKGROUND | ANALYSIS

In June 2018 the Lindsay City Council directed staff to develop ordinances governing the growth, manufacturing and testing of cannabis within the IH Heavy Industrial zoning district, the testing of cannabis in the IL light industrial zoning district and the testing of cannabis in the PO professional office zoning district. Staff was also directed to prepare Cannabis Business Tax Ordinance 567, which was approved by Lindsay voters in the November 2018 election as Measure G.

Per Council direction attached Ordinance No. 571, second reading, an ordinance “repealing Chapter 8.06 of the Lindsay Municipal Code and adding Chapter 5.28 allowing cannabis businesses and establishing permitting procedures and regulations” has been prepared and is outlined below:

Chapter 8.06 Medical Marijuana – Repealed and removed from the Lindsay Municipal Code in its entirety.

Chapter 5.28 Cannabis Businesses – Added to the Lindsay Municipal Code along with the following sections.

5.28.010 – Definitions.

5.28.020 – Cannabis Production Permitted Uses and Zoning.

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## STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA  
DATE: FEBRUARY 26, 2019  
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5.28.030 – Commercial Cannabis Business Minimum Operational Requirements and Restrictions (premises security requirements will be set by resolution to allow Council the flexibility to amend premises security requirements as needed).

5.28.040 – Cannabis Dispensaries (not permitted within the City of Lindsay).

5.28.050 – Regulatory Permit Required (regulatory permit requirements will be set by resolution to allow Council the flexibility to amend permit requirements as needed).

5.28.060 – Employee Permit Required.

5.28.070 – Application Fees.

5.28.080 – Investigation and Action on Application.

5.28.090 – Term of Permits and Renewals.

5.28.100 – Grounds for Denial of Regulatory Permit.

5.28.110 – Grounds for Denial of Employee Permit.

5.28.120 – Notice of Decision and Final Action.

5.28.130 – Suspension and Revocation of Regulatory Permit or Employee Permit.

5.28.140 – Effect of Denial or Revocation.

5.28.150 – Abandonment.

5.28.160 – Water Availability.

5.28.170 – Other Licenses, Permits, Taxes, Fees or Charges.

5.28.180 – Violation Deemed Misdemeanor.

5.28.190 – Actions to Collect.

5.28.200 – Severability.

5.28.210 – Remedies Cumulative.

5.28.220 – Amendment or Repeal.

5.28.230 – Penalties.





## STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA  
DATE: FEBRUARY 26, 2019  
AGENDA #: 8  
STAFF: WILLIAM ZIGLER, CITY MANAGER, 559.562.7102,  
WZIGLER@LINDSAY.CA.US

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### *ALTERNATIVES*

- Approve the second reading of Ordinance 571 as submitted.
- Approve the second reading of Ordinance 571 with amendments.
- Do not approve the second reading of Ordinance 571.
- Direct staff to take some other action.

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

Approval of Ordinance No. 571, second reading, in and of itself will have no impact on City resources. Efforts have been taken in its development to minimize impacts on public safety and our community by those businesses and activities governed by its regulations. Following approval of Ordinance No. 571, second reading, each application for the growth, manufacturing and testing of cannabis will be reviewed individually for public safety, community, environmental and public utility impacts.

### *ENVIRONMENTAL REVIEW*

Ordinance No. 571, second reading, is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15061(b)(3) [there is no possibility the activity in question may have a significant effect on the environment]. In addition to the foregoing general exemption, the ordinance is categorically exempt from review under CEQA under the Class 8 categorical exemption [regulatory activity to assure the protection of the environment].

### *POLICY ISSUES*

There are no policy issues related to the approval of Ordinance No. 571, second reading.

### *PUBLIC OUTREACH*

Several public meetings were held with Council beginning in June 2018. A public hearing was held on June 12, 2018 and again on February 12, 2019 for public comment. The most recent notice of Public Hearing was posted in the Porterville Recorder on February 1, 2019.

### *ATTACHMENT*

- Ordinance No. 571, second reading

AN ORDINANCE REPEALING CHAPTER 8.06 OF THE  
LINDSAY MUNICIPAL CODE AND ADDING CHAPTER 5.28  
ALLOWING CANNABIS BUSINESSES AND ESTABLISHING  
PERMITTING PROCEDURES AND REGULATIONS

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

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

**Section 2.** CODE ENACTMENT.

Lindsay Municipal Code Chapter 8.06 Medical Marijuana is hereby removed from the Lindsay Municipal Code in its entirety. Lindsay Municipal Code Chapter 5.28 Cannabis Businesses is hereby added and will read as follows:

**Chapter 5.28**

**CANNABIS BUSINESSES**

**5.28.010 – Definitions**

"Applicant" means a person who is required to file an application for a permit under this section.

"Business Owner" means the owner(s) of the Cannabis Business. For publicly traded companies, owner means the chief executive officer or any person or entity with an aggregate ownership interest of 5% or more. For all other businesses, other than publicly traded companies, an owner is an individual that has an aggregate ownership of interest other than a lien or encumbrance, of 20% or more in the commercial cannabis business.

"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 cannabis as defined by Section 11018 of the Health and Safety Code as enacted by Chapter 1407 of the Statutes of 1972, and amended by the California Control, Regulate and Tax Adult Use of Cannabis Initiative, and as defined by other applicable State law.

"Cannabis business" or "cannabis industry" means any business activity in the City relating to cannabis, including but not limited to cultivation (including nurseries), transportation, distribution, manufacture, compounding, conversion, processing, preparation, testing, storage, packaging, delivery and sales (wholesale and/or retail sales) of cannabis or cannabis products, whether or not carried on for gain or profit. A cannabis business does not include any business whose only relationship to cannabis or cannabis products is the production or sale of cannabis accessories.

"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. "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.

"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 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.

"City" means the City of Lindsay, either the entity or its territorial limits, as the context requires.

"City Council" or "Council" means the City Council of the City of Lindsay.

"Collector" means the City's Director of Finance or Chief Financial Officer or his or her designee.

"Commercial cannabis cultivation" means cultivation conducted by, for, or as part of a cannabis business. Commercial cannabis cultivation does not include personal medical cannabis cultivation, or cultivation for personal recreational use as authorized under the "Control, Regulate and Tax Adult Use of Marijuana Act" approved by the State's voters on November 8, 2016, for which the individual receives no compensation whatsoever.

"Commercial Cannabis Business" or "Cannabis Business" or "Cannabis Operation" means any commercial marijuana activity allowed under State Law and the implementing regulations, as State Law and the implementing regulations may be amended from time to time, and all uses permitted under any subsequently enacted State law pertaining to the same or similar uses for recreational cannabis.

"Cannabis production" means the processes associated with the processing, extraction, manufacturing, testing, distribution and transportation of medical and non-medical cannabis products.

"Commercial Cannabis Regulatory Permit" or "Regulatory Permit" means the permit required under this section to have a Cannabis Business.

"Commingling" means the physical aggregation of harvest batches or nonmanufactured cannabis products by a licensee.

"Cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis. "Cultivation" also includes nurseries. In addition, and without limiting the foregoing, "cultivation" includes "cultivation" as defined in California Business and Professions Code section 19300.5 and any successor statute, as may be adopted and amended from time to time.

"Delivery" means the commercial transfer of marijuana cannabis or marijuana cannabis products to a customer. "Delivery" also includes the use by a retailer of any technology platform owned and controlled by the retailer, or independently licensed under this division, that enables customers to arrange for or facilitate the commercial transfer by a licensed retailer of marijuana or marijuana products.

"Delivery employee" means an individual employed by a licensed dispensary who delivers cannabis goods from the licensed dispensary premises to a physical address.

"Dispensary" means a facility where cannabis or cannabis products, are offered, either individually or in combination, for retail sale, including an establishment that engages in delivery of cannabis or cannabis products as part of a retail sale. In addition, and without limiting the foregoing, "dispensary" includes "dispensary" 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.

"Distributor" means a person engaged in procuring cannabis from a cultivator, and/or procuring cannabis products from a manufacturer, for sale to a licensed commercial cannabis business. In addition, and without limiting the foregoing, "distributor" includes "distributor" 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.

"Distribution" means the procurement, sale, and transport of cannabis or cannabis products between licensees.

"Employee" means each and every person engaged in the operation or conduct of any cannabis 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 cannabis business for a wage, salary, commission, barter or any other form of compensation.

"Gross Receipts" means the total amount of revenue a Cannabis Operation received from all sources during its accounting period, without subtracting any costs or expenses.

"Indoor cultivation" means the cultivation of cannabis within a structure using artificial light, at a rate greater than 25 watts per square foot.

"Manufacturer" means a person who conducts the production, preparation, propagation, or compounding of cannabis or cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis, or that packages or repackages cannabis or cannabis products or labels or re-labels its container. In addition, and without limiting the foregoing, "manufacturer" includes "manufacturer" 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.

"Mixed-light cultivation" means the cultivation of cannabis using light deprivation and/or artificial lighting below a rate of 25 watts per square foot."

"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.

"Operator" means the Business Owner and any other person designated by the Business Owner as responsible for the day to day Cannabis business operation.

"Personal medical cannabis cultivation" means cultivation, by either a qualified patient who cultivates cannabis exclusively for his or her personal medical use or by a caregiver who cultivates cannabis exclusively for medical use by qualified patients and who is exempt from State licensing requirements under the State Medical Cannabis Regulation and Safety Act.

"Premises" means the designated structure or structures and land specified in the application that is owned, leased, or otherwise held under the control of the applicant or licensee where the commercial cannabis activity will be or is conducted. The premises shall be a contiguous area and shall only be occupied by one licensee.

"Responsible Party" shall mean the Business Owner, Operator, manager(s), and any employee having significant control over the cannabis businesses operations.

"State" means the State of California.

"State Law" means all regulations and laws in the State of California.

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

"Testing means a laboratory, facility, or entity in the State, that offers or performs tests of cannabis or cannabis products and that is both of the following:

- 1) Accredited by an accrediting body that is independent from all other persons involved in commercial marijuana cannabis activity in the State.
- 2) Registered and Licensed by the State Department of Public Health.

"Transport" means the transfer of cannabis or cannabis products from the permitted business location of one licensee to the permitted business location of another licensee, for the purposes of conducting commercial cannabis activity authorized pursuant to this chapter.

#### **5.28.020 Cannabis Production Permitted Uses and Zoning.**

Business Owners meeting the requirements of this section shall be allowed to conduct the following Commercial Cannabis activities in the IH – Heavy Industrial zoning district of the City:

- Cultivation – Indoor or Mixed Light Only
- Manufacturing.
- Testing.
- Transportation.

Business Owners meeting the requirements of this section shall be allowed to conduct testing of Commercial Cannabis in the PO – Professional Office zoning district and in the IL – Light Industrial zoning district of the City:

- Testing.

The Commercial Cannabis Operations shall at all times be in compliance with this section as it may be amended from time to time or repealed and replaced by another section governing the Commercial Cannabis Operations.

#### **5.28.030 Commercial Cannabis Business Minimum Operational Requirements and Restrictions.**

The following operational requirements and restrictions shall apply to all commercial cannabis manufacturing, testing, distribution, transportation and cultivation and as described in 5.28.020.

- A. State Law. The Commercial Cannabis Business shall at all times be in compliance with State Law and the implementing regulations, as they may be amended from time to time, as well as all required State license(s) under State Law, and any other applicable State law. The Operator shall obtain required licenses under State Law prior to opening for business. If the Operator uses the approved Cannabis operations for commercial recreational cannabis, the Operator shall meet or

exceed the health and safety requirements of State Law in any operations relating to recreational cannabis.

- B. Register of Employees. The Operator shall maintain a current register of the names of persons required to have Employee Permits. The register shall be available to the City Manager or their designee at all times, and immediately upon request.
- C. Signage. There shall be no signage or markings on the Premises, or off-site, which in any way evidences that Commercial Cannabis Businesses are occurring on the property. Interior building signage is permissible provided the signage is not visible outside of the building.
- D. Cannabis Consumption. No cannabis shall be smoked, ingested or otherwise consumed on the Premises. Adequate signage of this prohibition shall be displayed throughout the facility.
- E. Alcoholic Beverages. Alcohol for personal consumption shall not be provided, stored, kept, located, sold, dispensed, or used on the Premises.
- F. Transportation. Transportation shall only be conducted according to activity permitted by State law.
- G. Distribution. There shall be no deliveries from the Premises of cannabis or cannabis containing products except to another licensed or permitted cannabis business.
- H. Public Access. There shall be no public access to the Premises without prior written authorization from the Public Safety Director or the Public Safety Director's designee.
- I. Minors. It shall be unlawful for any Operator to employ any person who is not at least twenty-one (21) years of age, or any older age if set by the State.
- J. Distance separation from schools. Commercial Cannabis Business shall comply with the distance separation requirements from schools as required by State law. In addition, a Cannabis operation shall not be located within 600 feet from any existing school or proposed school site as identified in the General Plan. Measurements shall be from property boundary to property boundary. For purposes of this section, school means any public or private school providing instruction in kindergarten or grades 1-12, inclusive, but does not include any private school in which education is primarily conducted in private homes.
- K. Hours of Operation. Commercial cannabis operations shall be allowed to operate per the requirements of the underlying zone district and subject to the City's noise and nuisance ordinances. Deliveries to the commercial cannabis business may only take place during regular business hours.
- L. Building and Related Codes. Commercial cannabis operations shall be subject to the following requirements:
  - 1. The Premises in which the Cannabis business occur shall comply with all applicable local, State and federal laws, rules, and regulations including, but not limited to, building codes and the Americans with Disabilities Act, as certified by the Building Official of the City. The Operator shall obtain all required building permits and comply with all applicable City standards.

2. The Responsible Party shall ensure that the Premises has sufficient electrical load for the Cannabis production. The use of generators is prohibited other than for temporary emergency use.
  3. Butane and other flammable materials are permitted to be used for extraction and processing provided the Operator complies with all applicable fire and building codes, and any other laws and regulations relating to the use of those products, to ensure the safety of that operation. Employee training records and safety equipment must be maintained, and all equipment must be compliant with State safety regulations in §§40100 – 41099 and as they may be amended. The Lindsay Public Safety Department shall inspect and approve the Premises for use of the products prior to City's issuance of a certificate of occupancy, or otherwise prior to opening for business, to ensure compliance with this requirement.
  4. The Operator shall comply with all laws and regulations pertaining to use of commercial kitchen facilities for the Cannabis production.
  5. The Operator shall comply with all environmental laws and regulations pertaining to the Cannabis production, including the use, storage, and disposal of water and pesticides, and shall otherwise use best practices to avoid environmental harm. The cannabis business must provide proof of a California Department of Tax and Fee Administration (CDTFA) Seller's Permit.
- M. Odor control. Cannabis businesses shall provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the facility that is distinctive to its operation is not detected outside the Premises, outside the building housing the Cannabis business, or anywhere on adjacent property or public rights-of-way. As such, Cannabis businesses must install and maintain the following equipment or any other equipment which the City's Building Official determines has the same or better effectiveness, if a smell extends beyond a property line:
1. An exhaust air filtration system with odor control that prevents internal odors and pollen from being emitted externally; or an air system that creates negative air pressure between the cannabis facility's interior and exterior so that the odors generated inside the cannabis facility are not detectable outside the cannabis facility.
- N. Consumable Products. Cannabis businesses that manufacture products in the form of food or other comestibles shall obtain and maintain the appropriate approvals from the State Department of Public Health for the provision of food or other comestibles, unless otherwise governed by State Law and licensed by the State. The distance specified in this section shall be measured in the same manner as provided in subdivision (c) of Section 11362.768 of the Health and Safety Code unless otherwise provided by law.
- O. The City does not allow the outdoor commercial cultivation of cannabis products.
- P. Secure Building. All commercial cannabis operations shall occur entirely inside of a building that shall be secure, locked, and fully enclosed, with a ceiling, roof or top. The building shall include a burglar alarm monitored by an alarm company or private security company. The building, including all walls, doors, and the roof, shall be of solid construction meeting the minimum building code requirements for industrial structures (including, without limitation, commercial greenhouse structures), and include material strong enough to prevent entry except through an open door. Notwithstanding the foregoing, the roof may be of solid translucent material provided other security measures exist to ensure that the Cannabis Operation cannot be seen, heard or smelled



beyond the property line. The precise building construction and material to be used shall be identified and provided to the City prior to construction and provided with the application.

- Q. Premises Security. The City Council shall set Premises Security requirements by resolution and the Public Safety Director shall enforce.

**5.28.040 Cannabis Dispensaries.**

Cannabis Dispensaries shall not be permitted within the City of Lindsay.

**5.28.050 Regulatory Permit Required**

The City Council shall set Regulatory Permit requirements by resolution and the Public Safety Director shall enforce.

**5.28.060 Employee Permit Required**

- A. Every employee or independent contractor working at a Cannabis Operation or involved in transportation/delivery related services for a Cannabis Business shall obtain an Employee Permit. It shall be the duty of the Operator to ensure that Employee Permits are obtained from the Public Safety Department prior to the employee or independent contractor commencing work. Persons who are listed as a Business Owner on a Regulatory Permit shall not be required to obtain an Employee Permit if such person also serves as an employee or contractor. All Responsible Parties, except the Business Owner, shall be required to obtain an Employee Permit.
- B. Each employee and independent contractor shall be required to provide the following information under penalty of perjury, so that the Public Safety Department can perform a background check:
  - 1. Name, current resident address, and telephone number.
  - 2. Date of birth.
  - 3. Tax identification number.
  - 4. Height, weight, color of eyes, and hair.
  - 5. Photographs for identification purposes (photographs shall be taken by the Public Safety Department).
  - 6. Be fingerprinted by the Public Safety Department.
  - 7. Such other identification and information as deemed necessary by the Public Safety Director and pertinent to the Employee Permit.
  - 8. Authorization for the City, its agents and employees to seek verification of the information contained within the application.
  - 9. The name of the Business Owner holding the Regulatory Permit and the Operator for which such person is proposed to work.

### **5.28.070 Application Fees**

Every new application for a Regulatory Permit, Employee Permit, or renewal shall be accompanied by a nonrefundable fee, as established by resolution of City Council. This fee shall be in addition to any other business license, tax, or permit fee imposed by this Code or other governmental agencies. The fee shall include an amount to cover the costs of fingerprinting, photographing, background checks as well as general ongoing monitoring for compliance and processing of the application.

### **5.28.080 Investigation and Action on Application.**

- A. Upon the filing of a properly completed application and the payment of the fee, the Public Safety Director shall conduct an investigation of the application, including a background check of the applicant and all employees and independent contractors. All applicants for a Regulatory Permit and Employee Permit shall be required to submit to a fingerprint-based criminal history records check conducted by the Lindsay Public Safety Department.
- B. For Regulatory Permits, after the background checks and investigation are complete, and in no case later than ninety (90) days after receipt of a properly completed application, the City shall issue a recommendation that the City Council approve or deny a Regulatory Permit in accordance with the provisions of this section. The recommendation for approval shall include conditions the City deems reasonable under the circumstances to protect the public health, safety, and welfare of the community. The recommendation shall be forwarded to the City Council for action following any required noticing and public hearings and may be processed concurrently with any other entitlements necessary for the Cannabis Operation.
- C. For Employee Permits, after the background checks and investigation are complete, and in no case later than thirty (30) days after receipt of a properly completed application, the Public Safety Director shall either approve or deny an Employee Permit. At the discretion of the Public Safety Director, Employee Permits may be conditionally approved pending the background investigation.

### **5.28.90 Term of Permits and Renewals.**

- A. Regulatory Permits issued under this Chapter shall expire on December 31<sup>st</sup> each year. Applications for renewal shall be made at least forty-five (45) days prior to the expiration date of the permit and shall be accompanied by the nonrefundable fee referenced in this section. When made less than forty-five (45) days before the expiration date, the expiration of the permit will not be stayed. Applications for renewal shall be acted on similar to applications for permits except that the Public Safety Director shall renew annual permits for additional one-year periods if the circumstances and information provided with the initial application have not materially changed. Regulatory fees may be pro-rated based on the term of the Regulatory Permit.

### **5.28.100 Grounds for Denial of Regulatory Permit.**

The grounds for denial of a Regulatory Permit shall be one or more of the following:

- A. The business or conduct of the business at a particular location is prohibited by any local or State law, statute, rule or regulation.

- B. The Business Owner or Operator has been issued a local or State permit related to Cannabis operations at any other location in California, or another state, and that permit was suspended or revoked, or the Business Owner or Operator has had disciplinary action relating to the permit.
- C. The Business Owner or Operator has knowingly made a false statement of material fact or has knowingly omitted to state a material fact in the application.
- D. Consistent with State Law or other applicable State law, the Business Owner or Operator, or any Responsible Person, has been:
  - 1. Convicted of a serious or violent offense as listed under California Penal Code sections 667.5 and 1192.7(c); or
  - 2. Convicted of any of the offenses listed in Business and Professions Code section 19323; or
  - 3. Convicted of a misdemeanor involving moral turpitude as defined under State law (generally crimes relating to theft and dishonesty) within the five (5) years preceding the date of the application; or
  - 4. Convicted of a felony involving the illegal use, possession, transportation, distribution or similar activities related to controlled substances, as defined in the Federal Controlled Substances Act, unless the individual has received a Certificate of Rehabilitation as defined in the Act; or
  - 5. Has engaged in misconduct related to the qualifications, functions or duties of a permittee, such as lying on an application, falsifying legal documents, or anything that would otherwise ban the permittee from obtaining a State license under State Law.
  - 6. Consistent with State Law or other applicable State law, the Business Owner or Operator has engaged in unlawful, fraudulent, unfair, or deceptive business acts or practices.
  - 7. The Business Owner or Operator is under twenty-one (21) years of age, or any older other age set by the State.
  - 8. The Cannabis Operation does not comply with the zoning ordinance standards of the City of Lindsay or the development standards set forth in this Title.
  - 9. The required annual business license fee, annual regulatory fee or revenue raising fee has not been paid.

**5.28.110 Grounds for Denial of Employee Permit.**

The grounds for denial of an Employee Permit shall be one or more of the following:

- A. The applicant has been issued a local or State permit related to Cannabis production at any other location in California, or another state, and that permit was suspended or revoked, or the applicant has had disciplinary action relating to the permit.
- B. Consistent with State Law or other applicable law, the applicant has been:

1. Convicted of a serious or violent offense as listed under California Penal Code sections 667.5 and 192.7(c); or
2. Convicted of any of the offenses listed in Business and Professions Code section 19323; or
3. Convicted of a misdemeanor involving moral turpitude as defined under State law (generally crimes relating to theft and dishonesty) within the five (5) years preceding the date of the application; or
4. Convicted of a felony involving the illegal use, possession, transportation, distribution or similar activities related to controlled substances, as defined in the Federal Controlled Substances Act, unless the individual has received a Certificate of Rehabilitation as defined in State Law; or has engaged in misconduct related to the qualifications, functions or duties of a permittee.
5. Consistent with State Law or other applicable State law, the applicant has engaged in unlawful, fraudulent, unfair, or deceptive business acts or practices.
6. The applicant has committed any act, which, if done by a permittee, would be grounds for suspension or revocation of a permit.
7. An applicant is under twenty-one (21) years of age, or any older age set by the State.

**5.28.120 Notice of Decision and Final Action.**

A. Regulatory Permit. Action on the Regulatory Permit shall be as follows:

1. The Public Safety Director shall cause a written notice of his or her recommendation on the issuance or denial of a Regulatory Permit, and the date and time when the City Council will consider action on the Regulatory Permit, to be personally delivered or mailed to the applicant by certified U.S. mail, postage prepaid.
2. Following a public hearing before the City Council, the Council may grant the Regulatory Permit subject to such conditions as it deems reasonable under the circumstances to protect the public health, safety, and welfare of the community, or it may deny the issuance of the Regulatory Permit for any of the grounds specified in this section. The decision of the Council shall be final, subject to judicial review.

B. Employee Permit. Action on the Employee Permit shall be as follows: 1. The Public Safety Director shall cause a written notice of his or her determination on the issuance or denial of an Employee Permit to be personally delivered or mailed to the applicant by certified U.S. mail, postage prepaid. The Public Safety Director's decision on an Employee permit shall be final, subject to judicial review.

**5.28.130 Suspension and Revocation of Regulatory Permit or Employee Permit.**

A. Regulatory Permit. The City Council may suspend or revoke the Regulatory Permit of a Commercial Cannabis Operation when any of the following occur:

1. The Cannabis Operation is conducted in violation of any provision of this section, State Law, or any other applicable State law.

2. The Cannabis Operation is conducted in such a manner as to create a public or private nuisance.
  3. A failure to pay the Regulatory Fee or Revenue Raising Fee required by this section.
  4. A failure to take reasonable measures to control patron conduct, where applicable, resulting in disturbances, vandalism, or crowd control problems occurring inside of or outside the Premises, traffic control problems, or obstruction of the operation of another business.
  5. A failure to comply with the terms and conditions of the Regulatory Permit or any conditional use permit issued in connection therewith.
  6. Any act which would be considered grounds for denial of the Regulatory Permit in the first instance.
- B. Employee Permit. The Public Safety Director may suspend or revoke an Employee Permit when the permittee or the employee has committed any one or more of the following acts:
1. Any act which would be considered a ground for denial of the permit in the first instance.
  2. Violates any provision of this section, State Law, or any other applicable law relating to the Cannabis Operation.
  3. Violates or fails to comply with the terms and conditions of the Employee Permit.
- C. Procedures for Revoking Regulatory Permits. For Regulatory Permits, the procedures for revoking conditional use permits shall be utilized except that the matter shall be heard by the City Council in the first instance and shall be subject to the same judicial process as applied to a Conditional Use Permit. (See, Lindsay Municipal Code section 18.17.130).
- D. Procedures/or Revoking Employee Permits. Prior to suspension or revocation of an Employee Permit, the Public Safety Director shall conduct a hearing. Written notice of the time and place of such hearing shall be served upon the permittee at least five (5) calendar days prior to the date set for such hearing. The notice shall contain a brief statement of the grounds to be relied upon for revoking or suspending the permit. Notice may be given either by personal delivery or by certified U.S. mail, postage prepaid. Any permittee aggrieved by the decision of the Public Safety Director in suspending or revoking an Employee Permit shall have no appeal rights and the Public Safety Directors decision shall be final, subject to judicial review as set forth in this section.
- E. Immediate Suspension. The Public Safety Director may immediately suspend or revoke a Regulatory Permit and an Employee Permit without notice or a hearing, subject to the appeal rights set forth herein, under either of the following circumstances:
1. The Business Owner or Operator is convicted of a public offense in any court for the violation of any law which relates to the Cannabis Operation, or in the case of an Employee Permit, the employee is convicted of a public offense in any court for the violation of any law which relates to the permit.
  2. The Public Safety Director determines that immediate suspension is necessary to protect the public health, safety, and welfare of the community. The Public Safety Director shall articulate the

grounds for the immediate suspension in writing and the suspension shall only be for as long as necessary to address the circumstances which led to the immediate suspension.

#### **5.28.140 Effect of Denial or Revocation.**

When the City Council shall have denied a Regulatory Permit or revoked a Regulatory Permit, or the Public Safety Director shall have denied or revoked an Employee Permit, no new application for a Regulatory Permit and no new application for an Employee Permit shall be accepted and no Regulatory Permit or Employee Permit shall be issued to such person or to any corporation in which he or she shall have any beneficial interest for a period of one (1) year after denying or revoking the Regulatory Permit or Employee Permit.

#### **5.28.150 Abandonment.**

In addition to the suspension or revocation of a Regulatory Permit, a Regulatory Permit shall be deemed abandoned if Cannabis production ceases for a period of more than ninety (90) consecutive days. Before restarting operations, a new Regulatory Permit shall be secured. The 90-day period shall be tolled during periods of force majeure, which shall be defined as follows: war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; supernatural causes; acts of the "public enemy"; epidemics; quarantine restrictions; freight embargoes; lack of transportation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier; or any other causes beyond the reasonable control of the permittee.

#### **5.28.160 Water Availability.**

As a condition of opening for business, the Premises Owner, Business Owner, Operator, and all Responsible Parties shall be deemed to have acknowledged and agreed to the following if the Cannabis Operation is connected to the City's water system.

The City cannot provide any guarantees that City water will be available for operations. Under circumstance where the City cannot or elects to not provide water, the Cannabis Operation may be required to find alternative sources of water supply. The Premises Owner, Business Owner, and Operator assume all risk associated with water supply to the Site, including all costs associated therewith.

The Premises Owner, Business Owner, Operator, and all Responsible Parties shall hold harmless, release, indemnify, and defend the City, its officers, employees, and agents, from any liability associated with the curtailment of water because of the foregoing. This release includes any damages to the Premises Owner, Business Owner, Operator, and all Responsible Parties, its employees and contractors, and third parties, and includes the risk of lost revenue, profits and consequential damages.

If the Premises Owner, Business Owner, Operator, or Responsible Party procures their own source of water they must comply with all State and Federal water reporting laws and procedures.

#### **5.28.170 Other Licenses, Permits, Taxes, Fees, or Charges.**

Except as expressly provided in this Chapter, 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 of the City. Any references made or contained in any other title or Chapter of this Code to any permits, licenses, taxes, fees, or charges, or to any schedule of license fees, shall be deemed to refer to the permits, licenses, taxes, fees or charges, or schedule of license fees, provided for in other titles or Chapters of the Lindsay City Code unless otherwise expressly provided.

#### **5.28.180 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 5.04.610 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.

#### **5.28.190 Actions to Collect.**

The amount of any tax, fee, penalty and/or interest imposed pursuant to this Chapter shall be deemed a debt owed to the City. An action may be commenced in the name of the City in any court of competent jurisdiction, for the amount of any delinquent tax, fees, penalties and interest thereon.

#### **5.28.200 Severability.**

If any provision of this Chapter, or its application to any person or circumstance, is determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have no effect on any other provision of this Chapter or the application of this Chapter to any other person or circumstance and, to that end, the provisions hereof are severable.

#### **5.28.210 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.

#### **5.28.220 Amendment or Repeal.**

This Chapter may be repealed or amended by ordinance of the Lindsay City Council.

#### **5.28.230 Penalties.**

Any entity that fails to pay the fees required by this chapter within fifteen (15) days after the due date shall pay in addition to the taxes a penalty for nonpayment in the sum equal to twenty-five percent (25%) of the total amount due. Additional penalties will be assessed in the following manner: ten percent (10%) shall be added on the first day of each calendar month following the month of the imposition of the twenty-five percent (25%) penalty if the fee remains unpaid – up to a maximum of one hundred percent (100%) of the fee payable on the due date. Receipt of the fee payment by the City shall govern the determination of whether the fee is delinquent. Postmarks will not be accepted as adequate proof of a timely payment.



**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 section 15061(b)(3) [there is no possibility the activity in question may have a significant effect on the environment]. In addition to the foregoing general exemption, the City Council further finds that the ordinance is categorically exempt from review under CEQA under the Class 8 categorical exemption [regulatory activity to assure the protection of the environment]. 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 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 8. EFFECTIVE DATE.** The foregoing ordinance shall take effect thirty (30) days from the date of the second reading and passage hereof, on February 26, 2019. Prior to the expiration of fifteen (15) days from the enactment hereof a certified copy of this ordinance shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1) and a summary shall be published once in the Porterville Recorder, a newspaper printed and published in the City of Porterville, State of California, together with the names of the Council members voting for and against the same.

THE FOREGOING ORDINANCE was passed and adopted by the City Council of the City of Lindsay, State of California, on February 26, 2019 at a regular meeting of said Council duly and regularly convened on said day by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Pamela Kimball  
Mayor, City of Lindsay

ATTEST:

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



## STAFF REPORT

TO: CITY OF LINDSAY CITY COUNCIL  
DATE: February 26, 2019  
AGENDA #: 10  
FROM: Bill Zigler, City Manager

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### AGENDA ITEM

<i>TITLE</i>	Formation of an ad-hoc committee to study retail cannabis
<i>ACTION</i>	Establish and appoint two council members to serve on an ad-hoc committee.
<i>PURPOSE</i>	Discretionary Action
<i>OBJECTIVE(S)</i>	<ul style="list-style-type: none"><li>• Advance economic diversity.</li></ul>

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### RECOMMENDATION

Staff respectfully recommends Council establish an ad-hoc committee to study retail cannabis.

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### BACKGROUND | ANALYSIS

City Council requested staff place retail cannabis on a future agenda. Staff believes forming an ad-hoc committee to explore the impact of retail cannabis on Lindsay would aid in crafting policy.

### ALTERNATIVES

- Establish an ad-hoc committee to study retail cannabis.
- Do not establish an ad-hoc committee to study retail cannabis.
- Provide direction to staff.

### ATTACHMENTS

- None



## STAFF REPORT

TO: CITY OF LINDSAY CITY COUNCIL  
DATE: February 26, 2019  
AGENDA #: 11  
FROM: Chief Hughes, Director of Public Safety

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### AGENDA ITEM

<i>TITLE</i>	Approval of Resolution 19-03 authorizing the subaward agreement for FY 2018 State Homeland Security Grant programs funding for equipment, planning, administration, training and exercises.
<i>ACTION</i>	Approval of Resolution 19-03 by roll call vote.
<i>PURPOSE</i>	Statutory/Contractual Requirement Council Vision/Priority Discretionary Action
<i>OBJECTIVE(S)</i>	<ul style="list-style-type: none"><li>• Live in a safe, clean, comfortable and healthy environment.</li><li>• Yield a fiscally self-reliant city government while providing effective, basic municipal services.</li></ul>

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### RECOMMENDATION

Staff respectfully recommends approval of Resolution 19-03.

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### BACKGROUND | ANALYSIS

The City needs to purchase radio communication devices (interoperable communications) and new automated defibrillators to replace our aging units. Without funding available from the General Fund, the City's Department of Public Safety applied for a subaward of the 2018 Homeland Security Grant. The Grant will provide funding for these equipment purchases.

A subaward means another agency is the local grant administrator instead of the City. The Tulare County Office of Emergency Services (TCOES) is the local administrator of the grant. Sergeant Kevin Riley presented the City's need to TCOES's panel of Fire and Police Chiefs. The panel approved the purchases.

The grant has requirements for participation. One requirement is the City of Lindsay's City Council adopt the rules and guidelines of the grant by resolution. By adopting Resolution 19-03, the City Council will meet this requirement. The Department of Public Safety can then proceed with the purchases.

### ALTERNATIVES

- Approve Resolution 19-03
  - Do not approve Resolution 19-03
  - Provide staff with direction.
-



## STAFF REPORT

TO: CITY OF LINDSAY CITY COUNCIL  
DATE: February 26, 2019  
AGENDA #: 11  
FROM: Chief Hughes, Director of Public Safety

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

The City will receive funding to purchase needed interoperable communications and defibrillators.

### *ATTACHMENTS*

- Resolution 19-03
- Presentation to TCOES
- Agreement



## RESOLUTION OF THE CITY OF LINDSAY

NUMBER 19-03

TITLE **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY TO AUTHORIZE THE SUBAWARD AGREEMENT FOR FY 2018 STATE HOMELAND SECURITY GRANT PROGRAMS FUNDING FOR EQUIPMENT, PLANNING, ADMINISTRATION, TRAINING AND EXERCISES.**

MEETING At a regularly scheduled meeting of the City of Lindsay City Council held on February 26, 2019 at 6:00PM at 251 E. Honolulu Street, Lindsay, CA 93247.

**WHEREAS**, the City of Lindsay wishes to enter an agreement between the City of Lindsay and the County of Tulare for the subaward of the Fiscal Year (FY) 2018 State Homeland Security Grant Program;

**WHEREAS**, the FY 2018 California State Homeland Security Grant Program (SHSGP) provides funding through Federal grants from the Department of Homeland Security to enhance the capabilities of state and local first responders by allowing the purchase of advanced types of equipment, as well as addressing other critical homeland security needs, including administration, planning, training, and exercise-related costs;

**WHEREAS**, Tulare County applied to the California Governor's Office of Emergency Services ("CalOES") for a FY 2018 SHSGP grant, and, as part of its grant application, Tulare County requested sufficient funds to support certain activity(ies) or program(s) planned by the City of Lindsay that may be eligible for SHSGP grant funds;

**WHEREAS**, Tulare County was awarded FY 2018 SHSGP grant funding and intends to subaward a portion of the grant funding to the City of Lindsay for Interoperable Communications and Automated External Defibrillators.

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

- SECTION 1. To authorize the Lindsay Department of Public Safety's participation as a subrecipient in the FY 2018 SHSGP Grant and to abide by the program requirements.
- SECTION 2. To designate the program as Interoperable Communications, Automated External Defibrillators.
- SECTION 3. This resolution shall be effective immediately upon its approval and adoption.
- SECTION 4. The Mayor, or presiding officer, is hereby authorized to affix her/his signature to the Resolution signifying its adoption by the City Council of the City of Lindsay, and the City Clerk, or his duly appointed deputy, is directed to attest thereto.

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

RESOLUTION NO. 19-03  
Page 1 of 2



## RESOLUTION OF THE CITY OF LINDSAY

MEETING DATE	February 26, 2019
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.

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

\_\_\_\_\_  
Mayor



# **Lindsay Department of Public Safety**

## **Homeland Security Grant 2018**



# BACKGROUND

- In 2009 the Lindsay Department of Public Safety began the process of converting, to a true Department of Public Safety by cross training its members in both the Police and Fire Service Professions.
- By 2012 all members of the department had completed the required fire and police training and began working in both the law enforcement and firefighting disciplines.

# CONTINUING GOALS

- Hire, train and retain the most qualified Public Safety Officers
- Participate in continuing professional Police and Fire Service training
- Provide personnel with reliable equipment to work safely and efficiently

# CURRENT NEEDS

- 1 VHF mobile radio to be installed in a fire apparatus
- 2 Automated External Defibrillators (AED)

# CURRENT ROADBLOCK

- The department has continued to operate within the constraints of a shrinking budget and little funding has been available to purchase new equipment or replace worn and outdated equipment.

# PROJECT GOALS

- Secure grant funds in order to purchase new equipment
- Enhance the safety our members and personnel from allied agencies
- Ensure reliable equipment is available to assist and protect the public

**Subaward Agreement Regarding FY 2018 State Homeland Security Grant Programs  
Funding for Equipment, Planning, Administration, Training and Exercises**

**THIS AGREEMENT** is entered into by and between the County of Tulare (“COUNTY”) and City of Lindsay (“SUBRECIPIENT”), referred to individually herein as “Party” or collectively as “Parties,” on the following terms and conditions:

WHEREAS, the Fiscal Year 2018 (FY 2018) California State Homeland Security Grant Program (SHSGP) provides funding through Federal grants from the Department of Homeland Security to enhance the capabilities of state and local first responders by allowing the purchase of advanced types of equipment, as well as addressing other critical homeland security needs, including administration, planning, training, and exercise-related costs;

WHEREAS, COUNTY applied to the California Governor’s Office of Emergency Services (“CalOES”) for a FY 2018 SHSGP grant;

WHEREAS, as part of its grant application, COUNTY requested sufficient funds to support certain activity(ies) or program(s) planned by SUBRECIPIENT that may be eligible for SHSGP grant funds;

WHEREAS, COUNTY was awarded FY 2018 SHSGP grant funding; and COUNTY, upon recommendation of the local Approval Authority designated in the SHSGP Guidelines, determined to allocate some of this funding to support SUBRECIPIENT’S eligible program(s) or activity(ies).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, COUNTY and SUBRECIPIENT hereby agree as follows:

**1. GRANT SUBAWARD.** Subject to the terms, conditions, and other limitations specified herein, COUNTY intends to subaward to SUBRECIPIENT a portion of its FY 2018 SHSGP Grant for the following program and/or activity:

**Department/Agency:** Lindsay Department of Public Safety

**Program/Activity:** Interoperable Communications, Automated External Defibrillators

Details about the specific program or activity authorized, the amounts allocated to the specified program or activity, and the anticipated performance and disbursement timelines shall be confirmed by subsequent award letter(s) from COUNTY (“Award Letter(s)”) in accordance with this Agreement. **SUBRECIPIENT agrees not to expend any anticipated FY 2018 SHSGP grant funds until after it has received [an] Award Letter(s) authorizing the specific activity or program, and confirming the award amount.** Award Letter(s) may include attachments, which are considered to be integral parts of the Award Letter(s). Unless SUBRECIPIENT notifies COUNTY before it begins spending the funds authorized in a FY 2018 SHSGP Award Letter that it declines some or all of the program, activity, and/or funds outlined in the Award Letter, SUBRECIPIENT will be deemed to have accepted all of the terms and conditions specified in the Award Letter(s), including any attachments.

COUNTY reserves the exclusive right to determine the method and timing of disbursement of SHSGP funds to SUBRECIPIENT. Furthermore, and in addition to all other rights provided to COUNTY under this Agreement or the law, COUNTY reserves the right to, issue revised Award Letter(s) to modify

SUBRECIPIENT's authorized program, activity, award amounts, and/or performance periods, in accordance with the recommendations of the Local Approval Authority, the changing needs of SUBRECIPIENT and/or the likelihood of SUBRECIPIENT expending its subaward; however, such modifications will only be made after consultation with SUBRECIPIENT, and in accordance with the recommendations of the Local Approval Authority.

**2. PERFORMANCE PERIOD.** SUBRECIPIENT's Performance Period for all activities covered by the terms of this Agreement shall commence on October 1, 2018. Unless COUNTY specifies otherwise in SUBRECIPIENT's Award Letter(s), SUBRECIPIENT's Performance Period for all activities covered by the terms of this Agreement shall continue until whichever of the following dates or events occurs first: (i) April 30, 2021, or (ii) until otherwise terminated under the provisions of this Agreement. Only activities performed during the County-specified FY 2018 SHSGP Performance Period are eligible for funding/reimbursement pursuant to this Agreement.

**3. GRANT REQUIREMENTS AND ASSURANCES.** The SUBRECIPIENT hereby agrees to review, adhere to, and comply with all COUNTY, state, and federal grant award requirements. SUBRECIPIENT acknowledges that COUNTY was required to accept and agree to the CalOES Standard Assurances (attached as **Exhibit A**, and incorporated by reference herein), and that COUNTY must impose all such assurances on all of its subrecipients, at all levels. Accordingly, SUBRECIPIENT specifically accepts, agrees to, and will abide by the CalOES Standard Assurances, with the understanding that everywhere it references "Applicant" or "subrecipient" in Exhibit A shall be read to refer to SUBRECIPIENT. The CalOES Standard Assurances shall be binding on the SUBRECIPIENT, as well as its successors, transferees, contractors, consultants, etc. SUBRECIPIENT acknowledges that failure to comply with any of the assurances may result in suspension, termination, or reduction of grant funds.

Some of the requirements that SUBRECIPIENT hereby agrees to comply with appear in the following documents:

- (a) Applicable Federal Regulations, including: (i) Title 2, Part 200 of the Code of Federal Regulations (CFR) (which contains, among other items, Government cost principles, uniform administrative requirements and audit requirements for Federal grant programs), and (ii) updates issued by the Office of Management and Budget (OMB) on <http://www.whitehouse.gov/omb/>;
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) California Supplement to the NOFO; and
- (d) Federal and State Grant Program Guidelines.

By signing this Agreement, SUBRECIPIENT specifically makes the applicable certifications in Exhibit A, including the Lobbying and Political Activities and Debarment and Suspension Certifications (Paragraphs 3 and 4 of Exhibit A, respectively), as evidenced by the signature of SUBRECIPIENT's authorized agent.

**4. FEDERALLY-FUNDED SERVICES.** Because this grant subaward involves the provision of federal funds to SUBRECIPIENT, the terms and conditions outlined and incorporated in **Exhibit B, "Federally-Funded Services,"** will apply to this Agreement, and are incorporated herein by reference.

**5. DISPOSAL OR DISPOSITION OF PROPERTY.** SUBRECIPIENT acknowledges that pursuant to 2 CFR section 200.316, any real property, equipment, and intangible property that are acquired or improved with any SHSGP award must be held in trust by SUBRECIPIENT as trustee for the beneficiaries

of the project or program under which the property was acquired or improved. SUBRECIPIENT may be required by COUNTY, CalOES, or the federal government to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with the SHSGP award and that use and disposition conditions apply to the property.

Furthermore, SUBRECIPIENT agrees that when the equipment or supplies acquired with funds from this subaward are no longer needed for the original activity or program, or for other SUBRECIPIENT activities supported by the Department of Homeland Security (DHS)/ Federal Emergency Management Agency (FEMA), SUBRECIPIENT must notify COUNTY to request instructions on proper disposition of the equipment or supplies. SUBRECIPIENT is not permitted to sell, assign, or otherwise transfer title to (or any other interest in) equipment or supplies purchased with SHSGP funds except as permitted by 2 CFR Part 200. Furthermore, SUBRECIPIENT must obtain the express written permission of COUNTY for disposition of property that may have a current per unit fair market value of \$5,000 or more. Though not exclusive or exhaustive, additional information regarding disposition of property acquired with SHSGP funds can be found at 2 CFR Part 200, sections 200.313 through 200.316.

**6. SUBAWARDS AND CONTRACTS.** SUBRECIPIENT agrees to include all of the commitments specified in Exhibit A, and any other commitments or requirements included in this Agreement that expressly so designate, in the award documents it issues for all subawards at all tiers, including contracts under grants and cooperative agreements and subcontracts. SUBRECIPIENT further agrees that it will include the commitments in Exhibit A in all contracts paid for in whole or in part with FY 2018 SHSGP funds, and require such commitments to be included in applicable subcontracts. SUBRECIPIENT will ensure that its contractors and subcontractors comply with any applicable provisions in Exhibit A.

**7. DESIGNATED COUNTY AUTHORIZED AGENT.** Only those individuals designated by resolution of the Tulare County Board of Supervisors as Authorized Agents for FY 2018 SHSGP ("COUNTY Authorized Agents") are authorized to sign FY 2018 SHSGP Award Letters on behalf of COUNTY, or to suspend performance in accordance with Paragraph 16(d), below. All other notices from COUNTY may come from other COUNTY personnel.

**8. PROOF OF SUBRECIPIENT AUTHORITY.** Before this Agreement will be approved by COUNTY, SUBRECIPIENT must provide to COUNTY written authorization (in the form of a resolution, or some other format specifically authorized by COUNTY) from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the SUBRECIPIENT and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of performance of this Agreement shall be the responsibility of the SUBRECIPIENT and the city council, governing board, or authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body; and
- (d) The official executing this Agreement is, in fact, authorized to do so.

**9. DISALLOWANCE AND OFFSET.** If, pursuant to this Agreement, SUBRECIPIENT requests or receives payment from COUNTY for programs, activities, or equipment, the reimbursement for which is later disallowed by the State of California or the United States Government, SUBRECIPIENT shall promptly refund the disallowed amount to COUNTY upon COUNTY's request. At its option, and to the



fullest extent permitted by law, COUNTY may offset the amount disallowed from any payment due or to become due to SUBRECIPIENT under this Agreement or any other agreement between SUBRECIPIENT or COUNTY.

Furthermore, if any of COUNTY's FY 2018 SHSGP grant funding is reduced, modified, or eliminated for any reason, COUNTY reserves the right to reduce, modify, or eliminate any or all of this FY 2018 SHSGP grant subaward to SUBRECIPIENT. SUBRECIPIENT agrees to promptly return any amounts requested by COUNTY in accordance with this provision. At its option, COUNTY may offset the amount to be returned by SUBRECIPIENT from any payment due or to become due to SUBRECIPIENT under this Agreement or any other agreement between SUBRECIPIENT and COUNTY.

**10. MONITORING AND REPORTS.** SUBRECIPIENT is responsible for oversight of the operations of the FY 2018 SHSGP supported activities. SUBRECIPIENT must monitor its activities to ensure compliance with applicable Federal requirements and achievement of specific performance expectations. SUBRECIPIENT's monitoring must cover each program, function or activity supported by FY 2018 SHSGP funding.

SUBRECIPIENT agrees to provide ongoing performance and financial reports regarding any and all of SUBRECIPIENT's programs and activities funded with FY 2018 SHSGP funding. At a minimum, these reports will be due on an annual basis, but COUNTY reserves the right to request more frequent reporting. Within 90 days of completion or termination of FY 2018 SHSGP funded subawards, SUBRECIPIENT is also expected to provide a final performance report and a final expenditure report in a format acceptable to COUNTY, State and the Federal government. SUBRECIPIENT will be notified of any additional required reports by separate Award Letter(s) or notice(s) from COUNTY.

**11. MANDATORY DISCLOSURES.** Pursuant to 2 CFR section 200.113, SUBRECIPIENT must disclose, in a timely manner, and in writing to COUNTY and ultimately to the federal awarding agency, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this subaward. Pursuant to the terms and conditions outlined in Appendix XII to 2 CFR Part 200 ("Award Term and Condition for Recipient Integrity and Performance Matters"), SUBRECIPIENT may also be also required to report certain civil, criminal, or administrative proceedings to SAM. Failure to make required disclosures can result in any of the remedies described in 2 CFR section 200.338, "Remedies for noncompliance," including suspension or debarment.

**12. SUBMITTING FALSE CLAIMS.** Under applicable federal and state law, if SUBRECIPIENT submits a false claim to COUNTY under this Agreement, then SUBRECIPIENT will be liable to COUNTY for the statutory penalties set forth in those statutes, including, but not limited to statutory fines, treble damages, costs, and attorneys' fees. SUBRECIPIENT will be deemed to have submitted a false claim to COUNTY if SUBRECIPIENT:

- (a) Knowingly presents or causes to be presented to COUNTY a false claim or request for payment or approval;
- (b) Knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by COUNTY;
- (c) Conspires to defraud COUNTY, State, or the Federal Government by getting a false claim allowed or paid by COUNTY
- (d) Knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to COUNTY;

or

- (e) Is a beneficiary of an inadvertent submission of a false claim to COUNTY, later discovers the falsity of the claim, and fails to disclose the false claim to COUNTY within a reasonable time after discovery of the false claim.

**13. INSURANCE.** SUBRECIPIENT certifies it is insured or self-insured for general liability exposures with limits of no less than \$1 million per occurrence. SUBRECIPIENT certifies it is insured or self-insured for workers' compensation and maintains statutory limits. SUBRECIPIENT agrees that coverage limits specified within the Agreement will not be used to reduce limits of coverage from SUBRECIPIENT'S full policy limits. Insurance Policies will not be used to limit liability or to limit the indemnification provisions and requirements of this Agreement or act in any way to reduce available coverage and limits from the insurer. Failure to maintain or renew coverage may be a material breach of this Agreement.

**14. LIABILITY OF COUNTY.** COUNTY's payment obligations to SUBRECIPIENT for FY 2018 SHSGP funds are limited by all provisions and other requirements specified in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall COUNTY be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages arising out of or in connection with this Agreement, including, but not limited to, lost profits, equipment purchased, or activities performed in connection with this Agreement.

**15. HOLD HARMLESS, INDEMNIFICATION, AND DEFENSE.**

(a) To the fullest extent permitted by law, SUBRECIPIENT must indemnify, defend (at SUBRECIPIENT'S sole cost and expense and with legal counsel approved by COUNTY, which approval may not be unreasonably withheld), protect, and hold harmless COUNTY, all subsidiaries, divisions and affiliated agencies of COUNTY, and all of their representatives, partners, designees, officers, directors, employees, consultants, agents, successors and assigns, (each, an "Indemnified Party" and collectively, the "Indemnified Parties"), from and against all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs, and all other professional expert or consultants' fees and costs and COUNTY general and administrative expenses) of every kind and nature whatsoever (individually, a "Claim"; collectively, "Claims") which may arise out of, pertain to, or relate (directly or indirectly) to the negligence, recklessness, or misconduct of SUBRECIPIENT with respect to any activities and/or programs performed, training provided, or items purchased or used under or in relation to this Agreement (including, without limitation, the acts, errors, and/or omissions of SUBRECIPIENT, its principals, officers, agents, employees, vendors, suppliers, consultants, sub-consultants, contractors, anyone employed directly or indirectly by any of them, or for whose acts they may be liable, or any or all of them). SUBRECIPIENT'S obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an Indemnified Party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an Indemnified Party, then SUBRECIPIENT'S indemnification obligation shall be reduced in proportion to the established comparative liability.

(b) The duty to defend is a separate and distinct obligation from SUBRECIPIENT'S duty to indemnify. SUBRECIPIENT shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, the Indemnified Parties immediately upon tender to SUBRECIPIENT of the Claim in any form or at any stage of an action or proceeding, whether or not liability is established. Payment to

SUBRECIPIENT by any Indemnified Party or the payment or advance of defense costs by any Indemnified Party cannot be a condition precedent to enforcing the Indemnified Party's rights to defense or indemnification under this Agreement. An allegation or determination that persons other than SUBRECIPIENT are responsible for the Claim does not relieve SUBRECIPIENT from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if SUBRECIPIENT asserts that liability is caused in whole or in part by the negligence or willful misconduct of an Indemnified Party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an Indemnified Party, then SUBRECIPIENT may submit a claim to the COUNTY for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the Indemnified Party. SUBRECIPIENT'S indemnification obligations under this Agreement will survive the expiration or earlier termination of this Agreement until action against the Indemnified Parties for the matter indemnified is fully and finally barred by the applicable statute of limitations or statute of repose. SUBRECIPIENT'S liability for indemnification under this Agreement is in addition to any liability SUBRECIPIENT may have to COUNTY for a breach by SUBRECIPIENT of any of the provisions of this Agreement. Under no circumstances may the insurance requirements and limits set forth in this Agreement be construed to limit SUBRECIPIENT'S indemnification obligation or other liability under this Agreement. The terms of this Agreement are contractual and the result of negotiation between the Parties.

(c) SUBRECIPIENT must indemnify and hold COUNTY harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses, for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by COUNTY, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

## 16. TERMINATION

(a) Without Cause (For Convenience): Either Party may terminate this Agreement for convenience by giving thirty (30) days' prior written notice to the other Party of its intention to terminate pursuant to this provision, specifying the date of termination. COUNTY will not pay lost anticipated profits or other economic loss resulting from termination of this Agreement. After receiving a notice of termination for convenience from SUBRECIPIENT, and prior to the effective date of termination, COUNTY may, in its sole discretion, continue to disburse grant funding to SUBRECIPIENT for the programs or activities permitted under this Agreement and specified in the effective Award Letter(s); however, COUNTY specifically reserves the right to cancel or modify some of the programs or activities specified in the Award Letter if it seems infeasible for SUBRECIPIENT to complete its work before the termination of the contract. Any funding disbursed to SUBRECIPIENT but not yet spent at the time the Agreement is terminated must be returned to COUNTY. All such disbursements continue to be subject to the restrictions otherwise provided in this Agreement or by law.

COUNTY will not impose sanctions on SUBRECIPIENT for a termination for convenience.

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

- (1) be adjudged a bankrupt, or
- (2) become insolvent or have a receiver appointed, or
- (3) make a general assignment for the benefit of creditors, or
- (4) suffer any judgment which remains unsatisfied for 30 days, and which would

substantively impair the ability of the judgment debtor to perform under this Agreement.

COUNTY also reserves the right to immediately suspend and/or to terminate this Agreement, for cause, upon discovery of a material breach by SUBRECIPIENT. A material breach includes, but is not limited to, (i) SUBRECIPIENT's failure to comply with the terms and conditions of this Agreement or of any Award Letter(s) issued by COUNTY; (ii) a material misrepresentation by SUBRECIPIENT to COUNTY in relation to this grant program; or (iii) failure to comply with all applicable laws or regulations. COUNTY will provide written notice of the material breach and its determination to either suspend or terminate the contract, specifying the date of termination. At COUNTY's sole discretion, COUNTY may provide SUBRECIPIENT with a reasonable period of time to cure the breach. If COUNTY terminates this Agreement for cause, COUNTY reserves the right to reduce, modify, or eliminate any or all of this subaward and any other outstanding SHSGP subawards to SUBRECIPIENT. Upon demand by COUNTY, SUBRECIPIENT agrees to immediately return FY 2018 SHSGP funding that has been disbursed to SUBRECIPIENT and which remains in SUBRECIPIENT's possession at the time this Agreement is terminated. In addition, the payment of any grant funds that have yet to be disbursed for work already completed by SUBRECIPIENT under this Agreement remains subject to the restrictions on payments otherwise provided in this Agreement and by law, and is further conditioned on COUNTY's confirmation of SUBRECIPIENT's satisfactory completion of the activities or programs specified in this Agreement and any related Award Letter(s).

COUNTY will not pay lost anticipated profits or other economic loss, nor will the County pay compensation or make reimbursement to cure any breach arising out of or resulting from such termination for cause. If this Agreement is terminated for cause, COUNTY may impose sanctions, including possible rejection of future proposals based on specific causes of non-performance. Furthermore, if this Agreement is terminated for SUBRECIPIENT's failure to comply with applicable federal statutes or regulations, including those specifically incorporated into this Agreement by reference, SUBRECIPIENT is advised that the COUNTY's termination decision may be considered in evaluating future applications for federal grant awards.

(c) Effects of Completion or Termination: Expiration, completion, or termination of this Agreement shall not terminate any of SUBRECIPIENT's obligations to indemnify, defend, or hold harmless; to maintain and make available any records pertaining to the Agreement; to cooperate with any audit; to be subject to offset; to make any reports of pre-termination contract activities; to honor its obligations related to the disposal or disposition of property purchased with SHSGP funding; to comply with the continuing obligations contained in Exhibit A; or to comply with any other continuing or closeout obligations required by this Agreement or by federal or state law or regulation, including those specified in 2 CFR Part 200. Where SUBRECIPIENT's activities or programs have been terminated by the COUNTY for cause, said termination will not affect any rights of the COUNTY to recover damages from or against SUBRECIPIENT.

(d) Suspension of Performance: Independent of any right to terminate this Agreement, COUNTY Authorized Agents may immediately suspend performance by SUBRECIPIENT, in whole or in part, in response to health, safety or financial emergency, a change in SHSGP grant funding to COUNTY, or a failure or refusal by SUBRECIPIENT 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.

**17. RECORDS.** SUBRECIPIENT shall maintain complete and accurate records with respect to the activities, programs, and/or purchases funded by or related to FY 2018 SHSGP funding and/or this Agreement, including all records relating to procurement of goods and services. In addition,

SUBRECIPIENT shall maintain complete and accurate records with respect to any payments to employees, subawardees, contractors, or subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures and any applicable procedures required by the COUNTY or the federal or state government. All applicable records shall be clearly identified, maintained on site, and be kept readily accessible.

SUBRECIPIENT further agrees to make all such records available to federal, state, and COUNTY government representatives, as further specified in Exhibit A, Paragraph 9 and Exhibit B, Paragraph 10. SUBRECIPIENT shall ensure that members of the public also have access to such records upon request, in accordance with the Freedom of Information Act and the California Public Records Act. SUBRECIPIENT specifically agrees to require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with all of these record keeping and access requirements.

Failure to comply with these requirements may result in suspension of payments under the grant, termination of the grant, or both. SUBRECIPIENT may be ineligible for award of any future grants if COUNTY or Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

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

**COUNTY:**

Andrew Lockman  
Emergency Services Manager  
Tulare County HHSA/Office of  
Emergency Services  
5957 S Mooney Blvd  
Visalia, CA 93277  
Phone No.: (559) 624-7498  
Fax No.: (559) 624-7499

**With a Copy To:**

COUNTY ADMINISTRATIVE OFFICER  
2800 W. Burrel Ave.  
Visalia, CA 93291

Phone No.: (559) 636-5005  
Fax No.: (559) 733-6318

**SUBRECIPIENT:**

Chris Hughes  
Director of Public Safety  
185 N Gale Hill  
Lindsay, CA 93247  
Phone No.: (559) 562-2511  
Fax No.: (559) 562-7126

Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth (5<sup>th</sup>) day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

**19. CONFLICTS WITH LAWS OR REGULATIONS/ SEVERABILITY.** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting

provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party, and some or all of the grant money may need to be returned to COUNTY. Such a termination will be treated as a termination for cause, in accordance with Paragraph 16 above. In all other cases, the remainder of the Agreement shall continue in full force and effect.

**20. MODIFICATION.** No part of this Agreement may be modified without the written consent of both Parties.

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

**22. 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.

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

**24. NO THIRD PARTY BENEFICIARIES.** 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.

**25. 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.

**26. 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.

**27. ORDER OF PRECEDENCE.** In the event of any conflict or inconsistency between or among the body of the Agreement and any Award Letter or other communication between COUNTY and SUBRECIPIENT, then the terms and conditions of the body of this Agreement shall prevail.

**28. ASSIGNMENT.** This Agreement is entered into by COUNTY in reliance on the identity and representations made by SUBRECIPIENT, and no part of this Agreement or this subaward (including any equipment purchased with the subaward) may be assigned, transferred, or sold by SUBRECIPIENT without the prior written consent of COUNTY, which consent COUNTY may grant, delay, deny, or condition in its absolute discretion. Any FY 2018 SHSGP funds provided to SUBRECIPIENT and not yet expended at the time of any attempted unauthorized assignment or transfer will be forfeit to COUNTY at the time of attempted assignment or transfer. Furthermore, the voluntary or involuntary assignment of this Agreement to a receiver or trustee in bankruptcy, will constitute a material breach and will automatically terminate this Agreement without advance notice or opportunity to cure.

**29. COMPLIANCE WITH LAWS.** SUBRECIPIENT shall comply with all applicable laws, ordinances, rules, and regulations and obtain and keep current all permits, licenses and/or approvals required by law to perform the activities or services, or to purchase any equipment, specified in this Agreement.

**30. CONFLICT OF INTEREST**

(a) SUBRECIPIENT 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 SUBRECIPIENT, from making any decision on behalf of COUNTY in which such officer, employee or consultant/contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant/contractor participates in or influences any COUNTY decision which has the potential to confer any pecuniary benefit on SUBRECIPIENT or any business firm in which SUBRECIPIENT has an interest, with certain narrow exceptions.

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

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

**32. CERTIFICATION AND ACKNOWLEDGEMENT:** The undersigned represents that he/she is authorized to enter into this Agreement for and on behalf of the SUBRECIPIENT. As the duly authorized representative of the SUBRECIPIENT, the undersigned hereby certifies that the SUBRECIPIENT has the legal authority to apply for County, State, and Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-Federal share of project cost) to ensure proper planning, management and completion of the project described in the FY 2018 SHSGP application, within the prescribed timelines.

The undersigned further acknowledges that the SUBRECIPIENT is responsible for reviewing and adhering to all COUNTY, state, and federal grant award requirements.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the day and year signed by the last Party below.

**SUBRECIPIENT**

By: \_\_\_\_\_  
[Title]

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

ATTEST:

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

Approved as to form:

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

**COUNTY OF TULARE**

By: \_\_\_\_\_  
Chairman, Board of Supervisors

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

ATTEST: JASON T. BRITT  
County Administrative Officer/  
Clerk of the Board of Supervisors

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

Approved as to form: County Counsel

By: \_\_\_\_\_  
Deputy, Matter No. 20181694.



## EXHIBIT A



### **Standard Assurances For All Cal OES Federal Grant Programs**

**As the duly authorized representative of the Applicant, I hereby certify** that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

**I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:**

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) California Supplement to the NOFO; and
- (d) Federal and State Grant Program Guidelines.

#### **Federal Regulations**

Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at <http://www.whitehouse.gov/omb/>.

**Significant state and federal grant award requirements (some of which appear in the documents listed above) are set forth below. The Applicant hereby agrees to comply with the following:**

#### **1. Proof of Authority**

The Applicant will obtain written authorization from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body, and
- (d) The official executing this agreement is, in fact, authorized to do so.

This Proof of Authority must be maintained on file and readily available upon request.

## EXHIBIT A

### **2. Period of Performance**

The Applicant will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

### **3. Lobbying and Political Activities**

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

### **4. Debarment and Suspension**

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.213 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principals, subgrantees, recipients or subrecipients:

## EXHIBIT A

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

### **5. Non-Discrimination and Equal Employment Opportunity**

The Applicant will comply with all federal statutes relating to non-discrimination. These include, but are not limited to, the following:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs (42 U.S.C. §§ 12101-12213);
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)— be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);

## EXHIBIT A

- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (m) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (m), the Applicant will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code §§12940, 12945, 12945.2), military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

### **6. Drug-Free Workplace**

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

### **7. Environmental Standards**

The Applicant will comply with state and federal environmental standards, which may be prescribed pursuant to the following, as applicable:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000- 21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000- 15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;

## EXHIBIT A

- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

### **8. Audits**

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

### **9. Access to Records**

In accordance with 2 C.F.R. § 200.336, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

## EXHIBIT A

### **10. Conflict of Interest**

The Applicant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

### **11. Financial Management**

#### False Claims for Payment

The Applicant will comply with 31 U.S.C §§ 3729-3733 which sets forth that no subgrantee, recipient, or subrecipient shall submit a false claim for payment, reimbursement or advance.

### **12. Reporting - Accountability**

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. Part 170 Reporting Subaward and Executive Compensation Information.

### **13. Whistleblower Protections**

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

### **14. Human Trafficking**

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

### **15. Labor Standards**

The Applicant will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

## EXHIBIT A

### **16. Worker's Compensation**

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

### **17. Property-Related**

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.); and
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

### **18. Certifications Applicable Only to Federally-Funded Construction Projects**

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

## **EXHIBIT A**

### **19. Use of Cellular Device While Driving is Prohibited**

Applicants are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

### **20. California Public Records Act and Freedom of Information Act**

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

### **HOMELAND SECURITY GRANT PROGRAM - PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS**

### **21. Reporting Accusations and Findings of Discrimination**

If during the past three years the recipient has been accused of discrimination on any basis the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS Financial Assistance Office and the DHS Office for Civil Rights and Civil Liberties (CRCL) by e-mail at [CRCL@hq.dhs.gov](mailto:CRCL@hq.dhs.gov) or by mail at U.S. Department of Homeland Security, Office for Civil Rights and Civil Liberties, Building 410, Mail Stop #0190, Washington, D.C. 20528.

In the courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or the recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Financial Assistance Office and the CRCL by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

### **22. Acknowledgment of Federal Funding from DHS**

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

### **23. Activities Conducted Abroad**

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.



## EXHIBIT A

**24. Best Practices for Collection and Use of Personally Identifiable Information (PII)**

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource respectively.

**25. Copyright**

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

**26. Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

**27. Energy Policy and Conservation Act**

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

**28. Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

**29. Fly America Act of 1974**

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

**30. Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all Applicants must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

## EXHIBIT A

### **31. Non-supplanting Requirement**

All recipients who receive federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

### **32. Patents and Intellectual Property Rights**

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

### **33. SAFECOM**

All recipients who receive federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

### **34. Terrorist Financing**

All recipients must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

### **35. Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

### **36. USA Patriot Act of 2001**

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

### **37. Use of DHS Seal, Logo, and Flags**

All recipients must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

## EXHIBIT A

### **IMPORTANT**

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. All recipients are bound by the Department of Homeland Security Standard Terms and Conditions 2018, Version 8.1, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

**The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.**

Subrecipient: \_\_\_\_\_

Signature of Authorized Agent: \_\_\_\_\_

Printed Name of Authorized Agent: \_\_\_\_\_

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

## EXHIBIT B

### Federally-Funded Services

(Pursuant to Appendix II, 2 CFR Part 200)

**(1) Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, if this Agreement meets the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3, then during the performance of this Agreement, the SUBRECIPIENT agrees as follows: (1) The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The SUBRECIPIENT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.(2) The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.(3) The SUBRECIPIENT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the SUBRECIPIENT'S legal duty to furnish information.(4) The SUBRECIPIENT will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the SUBRECIPIENT'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.(5) The SUBRECIPIENT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.(6) The SUBRECIPIENT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.(7) In the event of the SUBRECIPIENT'S noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the SUBRECIPIENT may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.(8) The SUBRECIPIENT will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The SUBRECIPIENT will take such action with respect to any subcontract or purchase order as the COUNTY may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event SUBRECIPIENT becomes involved in, or is

## EXHIBIT B

threatened with, litigation with a sub-contractor or vendor as a result of such direction by the COUNTY, then the SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States. The COUNTY further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

The COUNTY agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The COUNTY further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the COUNTY agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the COUNTY under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from the COUNTY; and refer the case to the Department of Justice for appropriate legal proceedings.

The SUBRECIPIENT and each of its subcontractors shall include this equal opportunity clause in each of its subcontracts.

**(2) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148).** If this Agreement involves payment for construction services in excess of \$2,000, then the SUBRECIPIENT must comply with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the Davis-Bacon Act, the SUBRECIPIENT is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the U.S. Secretary of Labor. In addition, the SUBRECIPIENT is required to pay wages not less than once a week. The COUNTY must provide SUBRECIPIENT with a copy of the current prevailing wage determination issued by the U.S. Department of Labor with respect to the services to be provided under the subject Agreement. The SUBRECIPIENT’S execution of the subject Agreement constitutes the SUBRECIPIENT’S acceptance of the wage determination. The COUNTY must report all suspected or reported violations to the Federal awarding agency.

**(3) Copeland “Anti- Kickback” Act (40 U.S.C. 3145).** SUBRECIPIENT must comply with the Copeland “Anti- Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Under the Copeland “Anti- Kickback” Act, the SUBRECIPIENT and all subcontractors are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The COUNTY must report all suspected or reported violations to the Federal awarding agency.

## EXHIBIT B

**(4) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).** If this Agreement involves payments for services in excess of \$100,000 that include the employment of mechanics or laborers, then the SUBRECIPIENT must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the SUBRECIPIENT is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**(5) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award supporting payments for services under this Agreement meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the Agreement is with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” then the COUNTY and the SUBRECIPIENT must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**(6) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended.** If this Agreement involves payments for services in excess of \$150,000, then the SUBRECIPIENT must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**(7) Debarment and Suspension (Executive Orders 12549 and 12689).** By execution of this Agreement, SUBRECIPIENT certifies to the COUNTY that it is not a party listed on the government-wide exclusions list in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension,” and is not debarred, suspended, or otherwise excluded from the award of a federally-supported contract under statutory or regulatory authority other than Executive Order 12549.

**(8) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** If this Agreement involves payments for services in excess of \$100,000, then by execution of this Agreement, the SUBRECIPIENT certifies to the COUNTY that it will not and has not used Federally-appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. The SUBRECIPIENT must also disclose to the COUNTY in writing any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

**(9) Procurement of recovered materials.** Pursuant to 2 CFR § 200.322, COUNTY and SUBRECIPIENT must comply with section 6002 of the Federal Solid Waste Disposal Act, as amended by

## EXHIBIT B

the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**(10) Records Retention and Access.** Pursuant to 2 CFR §§ 200.333 through 200.337, the following provisions regarding Records Retention and Access will apply to this Agreement:

(a) Retention requirements for records. SUBRECIPIENT must retain all financial records, supporting documents, statistical records, and all other of its records pertinent to this Agreement for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or COUNTY. The only exceptions to the 3 year limit are the following:

(i) If any litigation, claim, or audit is started before the expiration of the 3-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(ii) When the SUBRECIPIENT is notified in writing by the COUNTY or Federal awarding agency, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs to extend the retention period.

(iii) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

(iv) When records are transferred to or maintained by the COUNTY, or Federal awarding agency, the 3-year retention requirement is not applicable to the SUBRECIPIENT.

(v) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the SUBRECIPIENT'S fiscal year in which the program income is earned.

(vi) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

1. *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the COUNTY or the Federal Government to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

2. *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the COUNTY or Federal Government for negotiation purposes, then the 3- year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

(b) Methods for collection, transmission and storage of information. In accordance with the May 2013 Executive Order on Making Open and Machine Readable the New Default for Government Information, the Federal awarding agency and the SUBRECIPIENT should, whenever practicable, collect,

## EXHIBIT B

transmit, and store Federal award-related information in open and machine readable formats rather than in closed formats or on paper. The Federal awarding agency or COUNTY must always provide or accept paper versions of Federal award-related information to and from the SUBRECIPIENT upon request. If paper copies are submitted, the Federal awarding agency or COUNTY must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

(c) Access to records.

(i) Records of SUBRECIPIENT. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, the State of California, and the COUNTY, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the SUBRECIPIENT which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the SUBRECIPIENT'S personnel for the purpose of interview and discussion related to such documents.

(ii) Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by both the SUBRECIPIENT and the Federal awarding agency or COUNTY. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head of the Federal awarding agency or delegate.

(iii) Expiration of right of access. The rights of access in this section are not limited to the required retention period but last as long as the records are retained. Federal awarding agencies and COUNTY must not impose any other access requirements upon SUBRECIPIENT.





## STAFF REPORT

TO: CITY OF LINDSAY CITY COUNCIL  
DATE: February 26, 2019  
AGENDA #: 12  
FROM: Bret Harmon, Director of Finance

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### AGENDA ITEM

**TITLE** Approval of Resolution 19-04 to tax defer member paid contributions.

**ACTION** Approval and adoption of Resolution 19-04

**PURPOSE** Statutory/Contractual Requirement

**OBJECTIVE(S)**

- Dedicate resources to retain a friendly, small-town atmosphere.

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### RECOMMENDATION

Staff respectfully recommends approval of Resolution 19-04.

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### BACKGROUND | ANALYSIS

The City of Lindsay, like all other agencies that participate in CalPERS, make updates or changes to its account at CalPERS via City Council Resolutions. The purpose of this resolution is to provide CalPERS with information it was missing.

The City pays CalPERS contributions on a tax-deferred basis. CalPERS does not have a resolution on file confirming the City pays contributions on a tax-deferred basis. Staff contacted CalPERS to resolve the issue. CalPERS staff instructed City staff to use the resolution template available from CalPERS with one modification indicating the City has always paid tax deferred. Staff has complied with CalPERS instructions in the resolution.

### ALTERNATIVES

- Approve Resolution 19-04 to update documents at CalPERS in accordance with practice.
- Do not approve Resolution 19-04 and provide direction to Staff.

### BENEFIT TO OR IMPACT ON CITY RESOURCES

No impact.

### ATTACHMENTS

- Resolution 19-04
-



## RESOLUTION OF THE CITY OF LINDSAY

RESOLUTION NUMBER  
19-04  
CALPERS ID  
2019506807

TITLE  
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY TO TAX DEFER MEMBER PAID CONTRIBUTIONS – IRC 414(h)(2) EMPLOYER PICK-UP.**

MEETING  
At a regularly scheduled meeting of the City of Lindsay City Council held on February 26, 2019 at 6:00PM at 251 E. Honolulu Street, Lindsay, CA 93247.

**WHEREAS**, the City of Lindsay has the authority to implement the provisions of section 414(h)(2) of the Internal Revenue Code (IRC); and

**WHEREAS**, the Board of Administration of the California Public Employees' Retirement System (CalPERS) adopted its resolution re section 414(h)(2) IRC on September 18, 1985; and

**WHEREAS**, the Internal Revenue Service has stated in December 1985, that the implementation of the provisions of section 414(h)(2) IRC pursuant to the Resolution of the Board of Administration would satisfy the legal requirements of section 414(h)(2) IRC; and

**WHEREAS**, the City of Lindsay has collected and remitted member paid contributions on a tax-deferred basis throughout its contract with CalPERS even though the City did not have a Resolution to Tax Defer Member Paid Contributions on file with CalPERS; and

**WHEREAS**, the City of Lindsay has determined that even though the implementation of the provisions of section 414(h)(2) IRC is not required by law, the tax benefit offered by section 414(h)(2) IRC should be provided to its miscellaneous and public safety employees who are members of the CalPERS:

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

- SECTION 1. That the City of Lindsay will implement the provisions of section 414(h)(2) Internal Revenue Code by making employee contributions pursuant to California Government Code Section 20691 to the CalPERS on behalf of all its employees or all its employees in a recognized group or class of employment who are members of CalPERS. "Employee contributions" shall mean those contributions to CalPERS which are deducted from the salary of employees and are credited to individual employee's accounts pursuant to California Government Code section 20691.
- SECTION 2. That the contributions made by the City of Lindsay to CalPERS, although designated as employee contributions, are being paid by the City of Lindsay in lieu of contributions by the employees who are members of CalPERS.
- SECTION 3. That employees shall not have the option of choosing to receive the contributed amounts directly instead of having them paid by the City of Lindsay to CalPERS.

RESOLUTION NO. 19-04  
Page 1 of 2



## RESOLUTION OF THE CITY OF LINDSAY

- SECTION 4. The City of Lindsay shall pay to CalPERS the contributions designated as employee contributions from the same source of funds as used in paying salary.
- SECTION 5. That the amount of the contributions designated as employee contributions and paid by the City of Lindsay to CalPERS on behalf of an employee shall be the entire contribution required of the employee by CalPERS (California Government Code sections 20000, et seq.).
- SECTION 6. That the contributions designated as employee contributions made by City of Lindsay to CalPERS shall be treated for all purposes, other than taxation, in the same way that member contributions are treated by CalPERS.
- SECTION 7. This resolution shall be effective immediately upon its approval and adoption.
- SECTION 8. The Mayor, or presiding officer, is hereby authorized to affix her/his signature to the Resolution signifying its adoption by the City Council of the City of Lindsay, and the City Clerk, or his duly appointed deputy, is directed to attest thereto.

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

DATE	February 26, 2019
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.

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

\_\_\_\_\_  
Mayor



## STAFF REPORT

TO: CITY OF LINDSAY CITY COUNCIL  
DATE: February 26, 2019  
AGENDA #: 13  
FROM: Bret Harmon, Director of Finance

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### AGENDA ITEM

<i>TITLE</i>	Approval of Resolution 19-05 authorizing staff to negotiate and execute a contract with Empower to provide 457b recordkeeping services and third-party administration services.
<i>ACTION</i>	Approval of Resolution 19-05
<i>PURPOSE</i>	Contractual Requirement Discretionary Action
<i>OBJECTIVE(S)</i>	<ul style="list-style-type: none"><li>• Dedicate resources to retain a friendly, small-town atmosphere.</li><li>• Yield a fiscally self-reliant city government while providing effective, basic municipal services.</li></ul>

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### RECOMMENDATION

Staff respectfully recommends approval and adoption of Resolution 19-05.

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### BACKGROUND | ANALYSIS

An evaluation of the City of Lindsay 457(b) Retirement plan began January 2018. The City's current plan with Lincoln Financial is 'unbundled', which does not include administration services normally provided by a Third-Party Administrator. The services would include Employer contribution calculations at year-end, asset review, trust accounting to ensure correct contributions are deposited, calendar year participant statements and year-end administration package for plan documents file.

Our goal is to find the best value for our employees while also shifting as much of the liability, responsibility, and work load to the retirement plan provider as possible. This requires a Third-Party Administrator.

Our financial advisory firm, under the direction of C. Phillip Pigott secured proposals from six (6) Plan Providers from a list of 146 providers. Of those six (6), two (2) plan providers were selected as finalist based on service and investment fees, investment options, administrative support, user-friendly websites, reporting features, provider experience and financial rating.

A cost comparison was performed and found that Empower Retirement offers a bundled solution that includes Administration and Recordkeeping of our plan at a similar cost to the participants. This is compared to our current plan with hiring a separate Third-Party Administrator.

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## STAFF REPORT

TO: CITY OF LINDSAY CITY COUNCIL  
 DATE: February 26, 2019  
 AGENDA #: 13  
 FROM: Bret Harmon, Director of Finance

Empower Retirement has a designated Government Plans division servicing approximately 36,958 plans. They have over 8 million participants, use cutting-edge technology that can improve employee retention.

The change to Empower would improve the following benefits over our current provider:

- Plan administration and oversight.
- Targeted programs to encourage employees to meet their retirement goals.
- Investment Management Options.
- Employee Education.
- Employer Administration website with secure Document Vault to keep critical plan documents.
- Employee Website with customized tools and calculators that are easy to use and understand.

The comparison below shows how Empower bundled with a TPA matches up with Lincoln with a TPA.

Candidates	Lincoln w / TPA	Empower – Bundled
Plan Assets	\$1,435,835	\$1,435,835
# of Participants	44 participants	44 participants
Recordkeeping Fee		0.60   \$8,615.01
Asset Based Fee	0.04   \$574.33	
Administrator	Retirement Plan Consultants	Empower
Administration Fee - annual	Est.   \$2,300	Included
Per Participant Fee	\$45 incl. in Admin Fee	
Credits – Rev Share		
Approx. Total	0.20 bps   \$2,871.67	0.60   \$8,615.01
Net Fund Expense   <i>New Condensed Fund List</i>	0.86   \$12,348.18	0.49   \$7,035.59
Advisor Fee 0.50	0.50   \$7,179.18	0.50   \$7,179.18
Total	1.36   \$19,527.36	0.99   \$14,217.77
GRAND TOTAL	1.56   \$22,399.03	1.59   \$22,829.78

### ALTERNATIVES

- Approve Resolution 19-05
- Do not approve Resolution 19-05 and instruct staff to continue with Lincoln Financial.



## STAFF REPORT

TO: CITY OF LINDSAY CITY COUNCIL  
DATE: February 26, 2019  
AGENDA #: 13  
FROM: Bret Harmon, Director of Finance

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- Do not approve Resolution 19-05 and provide direction to staff.

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

Empower will be \$430 more per year than a Lincoln product with a TPA. The \$430 is worth the greatly superior system and service Empower provides.

### *ATTACHMENTS*

- Resolution 19-05



# RESOLUTION OF THE CITY OF LINDSAY

NUMBER 19-05

TITLE **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY TO AUTHORIZE STAFF TO NEGOTIATE AND EXECUTE A CONTRACT WITH EMPOWER TO PROVIDE 457(B) RECORDKEEPING SERVICES INCLUDING THIRD-PARTY ADMINISTRATION SERVICES.**

MEETING At a regularly scheduled meeting of the City of Lindsay City Council held on February 26, 2019 at 6:00PM at 251 E. Honolulu Street, Lindsay, CA 93247.

**WHEREAS**, the City of Lindsay provides a 457(B) plan benefit to employees.

**WHEREAS**, the City’s issued a request for proposal (RFP) for recordkeeping services bundled with third-party administration services through its advisor Pigott Financial (Cetera) in 2018.

**WHEREAS**, six of the 146 potential providers considered in the process provided responses to the RFP of which the City interviewed two of the finalists.

**WHEREAS**, Empower’s superior recordkeeping, extensive legal assistance and case management expertise, future growth ability, open architecture, and retirement readiness solutions in addition to its customer service best practices, positive references and favorable cost make it the best selection.

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

SECTION 1. To authorize staff to negotiate and execute a contract with Empower for bundled recordkeeping and third-party administration services.

SECTION 2. This resolution shall be effective immediately upon its approval and adoption.

SECTION 4. The Mayor, or presiding officer, is hereby authorized to affix her/his signature to the Resolution signifying its adoption by the City Council of the City of Lindsay, and the City Clerk, or his duly appointed deputy, is directed to attest thereto.

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

MEETING DATE	December 26, 2018
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.



# RESOLUTION OF THE CITY OF LINDSAY

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City Clerk

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Mayor





## STAFF REPORT

TO: CITY OF LINDSAY CITY COUNCIL  
DATE: February 26, 2019  
AGENDA #: 14  
FROM: Bill Zigler, City Manager

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### AGENDA ITEM

<b>TITLE</b>	Establish a rates and fees ad-hoc committee and appoint committee members
<b>ACTION</b>	Establish and appoint two council members to serve on an ad-hoc committee dealing with rates and fees.
<b>PURPOSE</b>	Discretionary Action
<b>OBJECTIVE(S)</b>	<ul style="list-style-type: none"><li>• Increase our keen sense of identity in a physically connected and involved community.</li><li>• Nurture attractive residential neighborhoods and business districts.</li><li>• Dedicate resources to retain a friendly, small-town atmosphere.</li><li>• Stimulate, attract and retain local businesses.</li><li>• Advance economic diversity.</li></ul>

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### RECOMMENDATION

Staff respectfully recommends Council establish an ad-hoc committee relative to rates and fees and to appoint two council members to the committee.

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### BACKGROUND | ANALYSIS

The City functions primarily on revenues from taxes and fees. As part of the budgeting process and in planning for future years, it is time to review the City's rates and fees for accuracy and sufficiency.

Staff believes the establishment of an ad-hoc committee focused on rates and fees will provide valuable input to the research and analysis process. Staff believes a rates and fees ad-hoc committee is different from the budgeting ad-hoc committee, which is why staff is asking for the creation of a new committee.

### ALTERNATIVES

- Establish a rates and fees ad-hoc committee and appoint two council members.
- Do not establish a rates and fees ad-hoc committee.
- Provide direction to staff.

### ATTACHMENTS

- None
-



## STAFF REPORT

TO: CITY OF LINDSAY CITY COUNCIL  
DATE: February 26, 2019  
AGENDA #: 15  
FROM: Bret Harmon, Director of Finance

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### AGENDA ITEM

<i>TITLE</i>	Market Operations RFP – Finalize Time, Day and Location for Market
<i>ACTION</i>	Provide final direction on time, day and location for Market and to consider extending the RFP deadline.
<i>PURPOSE</i>	Statutory/Contractual Requirement Discretionary Action
<i>OBJECTIVE(S)</i>	<ul style="list-style-type: none"><li>• Increase our keen sense of identity in a physically connected and involved community.</li><li>• Nurture attractive residential neighborhoods and business districts.</li><li>• Dedicate resources to retain a friendly, small-town atmosphere.</li><li>• Stimulate, attract and retain local businesses.</li><li>• Advance economic diversity.</li></ul>

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### RECOMMENDATION

Staff respectfully recommends selection of one of the three location options and to set the time and day of the week for the Market.

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### BACKGROUND | ANALYSIS

The Market Ad-Hoc committee has been considering potential locations for the Market. There are three viable options. The purpose of this agenda item is to select the best location based on a thorough review of the pros and cons for each option. The day of the week and time for the market needs confirmation as well.

The RFP is due on February 28, 2019. The Council may wish to extend the deadline of the RFP to allow respondents to update their proposals based on the decision tonight. Respondents who attended the non-mandatory bidders conference have seen these three scenarios, so their responses may already address each.

Location Options:

1. Downtown
  2. Olive Bowl
  3. Ono City Parkway
-



## STAFF REPORT

TO: CITY OF LINDSAY CITY COUNCIL  
 DATE: February 26, 2019  
 AGENDA #: 15  
 FROM: Bret Harmon, Director of Finance

Each location option should also have a day of the week and time assigned to the event along with whether to have a beer garden or allow alcohol drinkers to roam the market with their drinks.



### Downtown

Dirt road west of Sweetbriar Plaza. Honolulu from dirt road to Mirage. Elmwood from Apia to 1/3 block north of Honolulu. Approximately 2,100 linear feet plus the Sweetbriar Plaza area in the orange.

— Yellow = Street space for vendors



Orange = Area for beer garden and music.

PROS	CONS
Maintains familiar location.	Parking issues
Large footprint.	Negative impact on local restaurants, retail and other businesses.
	Damage to downtown area.
	Noise levels for nearby residents.





## STAFF REPORT

TO: CITY OF LINDSAY CITY COUNCIL  
 DATE: February 26, 2019  
 AGENDA #: 15  
 FROM: Bret Harmon, Director of Finance



### Olive Bowl Park

Olive Avenue from Hermosa to Apia. Apia from parking area to Olive Avenue. 1,880 linear feet on Apia and Olive Avenue plus 44,600 square feet in Olive Bowl parking lot. Plus 39,000 square feet of parking.

— Yellow = Street space for vendors



Orange = Area for beer garden, music and vendors.

PROS	CONS
Stops damage to downtown area.	Parking issues
Reduces impact on local restaurants, retail and other businesses.	Noise levels for nearby residents.
Provides area for children to play.	Untested area.
City-owned parking area.	



## STAFF REPORT

TO: CITY OF LINDSAY CITY COUNCIL  
 DATE: February 26, 2019  
 AGENDA #: 15  
 FROM: Bret Harmon, Director of Finance



PROS	CONS
Stops damage to downtown area.	Untested area.
Reduces impact on local restaurants, retail and other businesses.	
More parking options.	
Integrate with City Park and Wellness Center.	
Distance from residential units.	

### ALTERNATIVES

- Select (with or without modifications) one of three location options, a day and a time and whether to include a beer garden.
- Select (with or without modifications) one of three options, a day and a time and whether to include a beer garden and extend deadline.
- Leave it open to the respondents to propose location but assign day, time and whether to include a beer garden.



## STAFF REPORT

TO: CITY OF LINDSAY CITY COUNCIL  
DATE: February 26, 2019  
AGENDA #: 15  
FROM: Bret Harmon, Director of Finance

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- Leave it open to the respondents to propose location but assign day, time and whether to include a beer garden and extend deadline.

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

Depending on which area the Council selects (if any), there will be varying levels of impact to local businesses and City assets.

### *PUBLIC OUTREACH*

Posted in this agenda

### *ATTACHMENTS*

- None



## STAFF REPORT

TO: CITY OF LINDSAY CITY COUNCIL  
DATE: February 26, 2019  
AGENDA #: 16  
FROM: Bill Zigler, City Manager

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### AGENDA ITEM

<i>TITLE</i>	Formation of an ad-hoc committee to study Harvard Park
<i>ACTION</i>	Establish and appoint two council members to serve on an ad-hoc committee.
<i>PURPOSE</i>	Discretionary Action

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### RECOMMENDATION

Staff respectfully recommends Council establish an ad-hoc committee to study Harvard Park.

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### BACKGROUND | ANALYSIS

City Council requested staff place the formation of an ad-hoc committee to study Harvard Park on a future agenda. The ad-hoc committee will work with Staff to explore options for improvements to Harvard Park.

### ALTERNATIVES

- Establish an ad-hoc committee to study Harvard Park.
- Do not establish an ad-hoc committee to study Harvard Park.
- Provide direction to staff.

### ATTACHMENTS

- None
-