

# Lindsay City Council Agenda

Regular Meeting  
Council Chambers at City Hall  
251 E. Honolulu, Lindsay, California  
Tuesday, October 27, 2015  
6:00PM

- 
1. a) Call to Order: 6:00 p.m.  
b) Roll Call: Council members Salinas, Mecum, Kimball, Mayor Pro Tem Sanchez, Mayor Padilla.  
c) Flag Salute: Council member SALINAS.
- 
2. Public Comment: The public is invited to comment on any subject under the jurisdiction of the Lindsay City Council, including agenda items, other than noticed public hearings. Comments shall be limited to (3) minutes per person, with 30 minutes overall for the entire comment period, unless otherwise indicated by the Mayor.
- 
3. COUNCIL REPORTS.  
Presented by Council members.
- 
4. STUDENT REPORT.  
Presented by Esmie Munoz.
- 
5. STAFF REPORTS.  
Presented by Bill Zigler, Interim City Manager.
- 
6. Consent Calendar: These items are considered routine and will be enacted by one motion, unless separate discussion is requested by Council or members of the public.  
**Request for approval of the following:** (pg.1-17)
    - a) Meeting Minutes for Oct. 13, 2015.
    - b) Warrant List for Oct. 14, 2015.
    - c) 2016 Firemen's Muster in the Wellness Center Parking Lot between 5pm on June 9, 2016 and 5pm June 13, 2016.
- 
7. 2015 PRESENTATION BY MID VALLEY DISPOSAL. (pg. 18)  
Presented by Sol Nunez, Mid Valley Representative.
- 
8. McDERMONT FIELD HOUSE PRESENTATION. Informational Item  
Presented by Clint Ashcraft, McDermont Field House Director.
- 
9. CONSIDERATION OF RESOLUTION 15-46 APPROVING A SITE PLAN REVIEW TO CONSTRUCT AN ATM KIOSK IN THE OLIVE-WOOD PLAZA SHOPPING CENTER. (pg. 19-24)  
Presented by Brian Spaunhurst, Assistant City Planner.
- 
10. CONSIDERATION OF RESOLUTION 15-47 APPROVING THE FY2015/16 TRANSIT AGREEMENT. (pg. 25-36)  
Presented by Mike Camarena, City Services Director.
- 
11. REQUEST AUTHORIZATION TO BID HICKORY STREET, NORTH SIDE, PEDESTRIAN PATHWAY PROJECT. (pg. 37)  
Presented by Mike Camarena, City Services Director.
- 
12. REQUEST TO AWARD PROFESSIONAL CIVIL ENGINEERING SERVICES AGREEMENT. (pg. 38-52)  
Presented by Mike Camarena, City Services Director.
- 
13. DISCUSSION ITEM: USING FACILITATOR FOR UPCOMING STUDY SESSION ON CITY COUNCIL GOALS & CITY MANAGER HIRING PROCESS. (pg. 53)  
Presented by Bill Zigler, Interim City Manager.
-

---

14. ADJOURN. The next Regular meeting is scheduled for **TUESDAY, NOV. 10, 2015 at 6:00 PM** in the Council Chambers at City Hall, 251 E. Honolulu, Lindsay, CA 93247. A Special Study Session has been scheduled for Monday, Nov. 16<sup>th</sup> at 6pm in the Community Development Conference Room.

---

Materials related to an Agenda item submitted to the legislative body after distribution of the Agenda Packet are available for public inspection in the office of the City Clerk during normal business hours. Complete agenda is available at [www.lindsay.ca.us](http://www.lindsay.ca.us) In compliance with the Americans with Disabilities Act & Ralph M. Brown Act, if you need special assistance to participate in this meeting, or to be able to access this agenda and documents in the agenda packet, please contact the office of the City Clerk at (559) 562-7102 ext 8031. Notification 48 hours prior to the meeting will enable the City to ensure accessibility to this meeting and/or provision of an alternative format of the agenda and documents in the agenda packet.

# Lindsay City Council Minutes

Pg. 8101

**Regular Meeting  
Council Chambers at City Hall  
251 East Honolulu, Lindsay, California  
Tuesday, October 13, 2015  
6:00 P.M.**

**Mayor PADILLA Welcomed all to the Lindsay City Council Meeting, explained the Public Comment Portion of the meeting and interpreted the Welcome and Public comment Portion for those Spanish speakers only who may be in the audience. She added if you would like to speak and need an interpreter, you may bring someone with you to interpret for you.**

## **CALL TO ORDER.**

Mayor PADILLA called the Meeting of the Lindsay City Council to order at 6:00 p.m. in the Council Chambers at City Hall, 251 E. Honolulu, Lindsay, and California.

**COUNCIL PRESENT:** SALINAS, MECUM, KIMBALL, Mayor Pro Tem SANCHEZ, Mayor PADILLA.

**COUNCIL ABSENT:** None.

**FLAG SALUTE:** Mayor PADILLA.

**Before Mayor PADILLA opened the public comment she addressed the audience (in English and Spanish) and asked that they please refrain from talking or maintain any kind of sidebars because you will have your opportunity to be heard and that they respect the speaker by not interrupting them with comments from the audience and that the speaker direct their comments to Council only.**

## **PUBLIC COMMENT:**

Eric Sinclair-addressed Council regarding crosswalk at N. Mirage & Tulare Rd. and ask that lit crosswalk be considered for this area.

Tim Daubert- asked that Council direct Public Safety regarding vendors at Friday Night Market parking on handicap ramps.

Ellen Blummer-addressed Council regarding prior request to restore prayer before City Council meetings.

Maggie Cerros-addressed Council regarding need for sidewalk from the Grove Apartments on Westwood to existing sidewalks; consider adding caution lights warning of Stop coming up at Westwood Avenue; Friday Night Market vendor parking on handicap ramp in front of the Mt. Whitney Place Apartments and handicap ramp in front of the Sweet Brier Plaza needs to be repaired.

Bill Haas-commended City workers & Interim City Manager for the job they are doing with such limited resources and to encourage them to keep doing what they are doing! Directed Council to see themselves more as leaders and say "no" but support your position and find some unity!

Donna Orosco of the Arts Consortium for the Tulare county Arts Council spoke to Council and those present regarding upcoming Arts events and invitation to Taste the Arts this Saturday in downtown Visalia.

Carlos Esparza- commended Bill for facilitating the Coffee in the Park Meetings and supports Bill as permanent City Manager. Supported "Sweat Equity" Sidewalk repairs along Sweet Brier and suggested that Council reconsider the ½ cent sale tax measure, no one wants to pay more tax but if it something we need for the good of the City we should look at it. Let Lindsay decide if the ½ cent sales tax is necessary. Also welcomed the young people in attendance here today and encouraged them to continue coming and staying informed.

## **COUNCIL REPORTS**

Council member MECUM had nothing to report

Councilwoman KIMBALL –reported on jackass mail run re-enactment with pretence that they were stealing water and taking it back to Porterville & thanked Donna Orosco for report on Arts Consortium and inclusion of Lindsay's events Day of the Dead and Shane Guffogg Art Show in November.

Council member SALINAS –reported on Great Cultural Arts Dinner regarding water wars in early Lindsay and Successful Menudo/Pozole Festival even if he didn't win.

Mayor Pro Tem SANCHEZ –had nothing to report.

Mayor PADILLA-missed last Council meeting and reported on Menudo/Pozole Festival and attendance of program hosted by the Democratic Party. Guest Speaker was Los Angeles Mayor Antonio Villaraigosa who spoke on the importance of continuing education beyond High School.

**STUDENT REPORT**

Student Representative Esmie Munoz reported on the Homecoming Schedule of upcoming events through next Friday the 17<sup>th</sup>, which will be Homecoming.  
Lindsay City Council Meeting  
October 13, 2015  
Pg. 8102

**STAFF REPORT**

Interim City Manager Bill Zigler reported on Councils Call for staff to be creative report of tings unique to Lindsay: Roosevelt School Pedestrian Pathways /TCAG/Measure R – 1<sup>st</sup> Ph TCAG -\$387,000; City's contribution 0; 2<sup>nd</sup> Phase (N. Side of Hickory) TCAG-\$323,000; City Contribution -0!  
HRRP-Parks Grant \$622,000; sidewalks & other phased improvements to occur within the City Park City contribution will be 0!  
Employee furloughs will save the city \$90,000 and will end December 5<sup>th</sup> with employees getting their full paychecks before Christmas!  
Health Insurance committee formed to address Affordable Care Act issues and keep employees informed of proposed increases and state mandates!  
HELP/RDLP Loans renegotiated by staff to 0 interest for life of the loan (can't forgive interest previously accrued) but approximate annual saving of \$86,000 conservatively! (these will run 10 years)  
Safe Drinking Water Grants and reimbursement for bottled water for residents at Ave. 240 \$16,000  
Negotiations for Plainview Sewer Project  
Committee to complete mandated ADA Self Evaluation Transition Plan, staff will complete this with in-house expertise rather than consultants saving the city tens of thousands in out of pocket costs; the City is looking for members to serve on ADA Advisory Board (info on website) and revive the Disability Advisory Committee  
Wellness/Aquatic Center reviewing utility cost and equipment for best use of staff and resources  
Public Outreach via FaceBook/city webpage and Coffee in the park  
All 7<sup>th</sup> graders have participated in their 1<sup>st</sup> session of the Get Up N Move Program at McDermont  
September water use reduction was 27.55%

**CONSENT CALENDAR:**

**Request for approval of the following:**

- a) Meeting Minutes for Sept. 22, 2015.
- b) Warrant List for Sept. 25<sup>th</sup> & 30<sup>th</sup> and Oct. 2<sup>nd</sup> & 6<sup>th</sup>, 2015.
- c) Treasurer's Report for Sept. 30, 2015.
- d) Temporary Use Permit for Rib Cook-Off on Nov. 7<sup>th</sup>, 2015.
- e) Temporary Use Permit for Alley Closure for Rib Cook-Off Beer Garden on Nov. 7
- f) Use of Sweet Brier Plaza by Gospel Lighthouse Church from 10am-2pm on Nov. 28, 2015.
- g) Purchase of 38 Acre Feet of Westland's Water District Exchange Water.
- h) Supplemental Agreement for the Pedestrian Pathway Project (Hickory St.-North Side).
- i) Accept the 2015-5 Sequoia Avenue East Pedestrian Pathway Project as complete & direct the City Clerk to File a Notice of Completion.

**ACTION:**

On Motion by MECUM and Second by SALINAS, the Lindsay City Council approved the Consent Calendar, as presented, Via Minute Order.

AYES: MECUM, SALINAS, KIMBALL,SANCHEZ, PADILLA.  
NOES: None.  
ABSENT: None.

**MAYOR'S PROCLAMATION DESIGNATING OCTOBER BULLY PREVENTION MONTH.**

School District Representatives Laura Cortes and Stephanie Villa provided information on the program, its inception and utilization throughout the School District.

Mayor PADILLA then read a prepared proclamation and presented it on behalf of the entire City council and the City of Lindsay.

**RED ZONE PROGRAM PRESENTATION**

Program Administrative Supervisor Tim Culver provided a brief overview of the program to Council and those present utilizing a slide show. Following his presentation he introduced several of the High School Seniors who

have been utilizing the program. They described how they have been able to garner assistance with homework, receive membership and or participation at McDermont and provide them a place within the school library to get their homework done and keep them on a track to succeed rather than developing bad relationships and providing opportunity to make bad choices.

**ACTION:** This item was for Council's information only and required no Council Action.

Lindsay City Council Meeting  
8103  
October 13, 2015

Pg.

**CONSIDERATION OF TERMINATING THE JOINT POWER AGREEMENT WITH CONSOLIDATED WASTE MANAGEMENT AUTHORITY.**

Associate Engineer, Neyba Amezcua introduced this item and staff report. She explained the Consolidated Waste Management Authority (CWMA), was formed in 1999 as a Joint Powers Authority (JPA) to act as a regional agency and independent public agency to comprehensively plan, develop, operate, and manage the transformation, diversion, recycling, processing, and disposal of solid waste within the members' jurisdictions to meet the State mandated 50% diversion requirements under Assembly Bill AB 939. Membership consists of the Cities of Visalia, Porterville, Tulare, Lindsay, Dinuba, Exeter, Farmersville, and the County of Tulare.

The City of Visalia informed the CWMA of their intent to provide official notice of withdrawal from the organization at the August 20, 2015, CWMA Board meeting. On further discussion, several other members suggested that they would likely be following suit. The CWMA Board then voted to begin the process to terminate the CWMA instead of waiting and asked each member agency to obtain a confirmation vote from their governing body to terminate the JPA.

The JPA states that the Agreement and the Authority shall continue in full force and effect until the governing bodies of the parties unanimously elect to terminate the Agreement. An item will be placed on the October 22, 2015, CWMA Board Meeting Agenda regarding termination of the Agreement. The Agreement further states that upon effective election to terminate the Agreement, the Board shall continue to act as a Board to wind up and settle the affairs of the Authority. The Board shall adequately provide for the known debts, liabilities, and obligations of the Authority, and shall then distribute the assets of the Authority among the Members. The assets contributed by each Member, or the value thereof as of the date of termination, shall be distributed to that entity. The remaining assets shall then be distributed in proportion to the population contained within the current boundaries of the Members as last determined by the California Department of Finance.

The City of Lindsay's annual membership fee of \$7,300 and \$5,000 in bottle bill funds will be retained in the Refuse Enterprise fund for Staff to conduct the necessary reporting and other related activities that are currently conducted by CWMA (i.e. Household Hazardous Waste, Sharp's Disposal, etc.). Staff will also continue to coordinate with other local agencies to meet current mandates as well as monitoring future changes in regulations and programs.

She then stated it is staff's recommendation that Council authorize the City's CWMA Board Member to vote to terminate the CWMA JPA.

Brief questions and discussion followed.

Mayor PADILLA then asked if there were any further questions from Council, seeing none she asked what action Council would like to take on this item.

**ACTION:**

On Motion by SALINAS and Second by SANCHEZ, the Lindsay City Council approved staff's recommendation to authorize the City's CWMA Board member to vote to terminate the CWMA JPA, via Minute Order.

AYES: SALINAS, SANCHEZ, SALINAS, KIMBALL, PADILLA.  
NOES: None.  
ABSENT: None.

**FINANCIAL UPDATE 1<sup>st</sup> QTR – FY 2015/16.**

Finance Director Tamara Laken introduced this item and staff report. She provided detailed financial reports on the following items:

- \* Grants Funds Detail
- \* Debt Service Fund
- \* Revenue Summary
- \* Expenditure Summary
- \* Expenditure Status Report
- \* General Fund Expenditure Allocation Report
- \* Cash Report by fund for September 2015
- \* Fund Balance Report for period ended September 30, 2015

Lindsay City Council Meeting  
 October 13, 2015  
 Pg. 8104

**FINANCIAL UPDATE 1<sup>st</sup> QTR – FY 2015/16 continued**

Council questions and discussion occurred during each segment of the report. She then provided a separate and additional report for McDermont, the Wellness Center and Aquatics Center. This additional report was provided to Council at the meeting and made available to the public at the back table as well.

**ACTION:** This item was for Council's information only and required no Council Action.

**COUNCIL DISCUSSION REGARDING EXPECTED QUALIFICATIONS AND TIMELINE FOR FUTURE CITY MANAGER.**

Mayor Padilla introduced this item and stated the reason this is being brought up today. It was discussed during selection of an Interim City Manager that that person may be able to assist in finding a mechanism to fund the most important position in the City, a City Manager. She continued with the question of how Council should approach that process. I asked staff to provide us with a job description for that position and it is not like we have to re-invent the wheel, the Charter clearly states the job duties and qualifications he should have or we should be looking for.

Discussion included there hasn't been a real selection for the position since before the Bill Drennen days; does the same hiring process we used then meet our needs now? She asked that Council discuss what those qualifications or the process should look like now.

Councilmember SALINAS: One of the things that was brought up when we were selecting an Interim Manager was for him or her to come up with a list of job duties and I am sure now that Bill has done the job a few months he knows what those would be. The other thing that was discussed at that time was we would begin the process with a study session. Right now with the budget as it is, it would be hard to be able to look for a permanent City Manager.

Mayor PADILLA: the cost?

Council member SALINAS: I know what the cost would be

Mayor PADILLA: The process could take 3-6 months, we don't want to be looking at this 6-8 months down the road and then start the process.

Council member SALINAS: That is what we told Bill that we would be looking at this in a Study Session.

Mayor PADILLA: And I think that is a great idea to look at that in a Study Session and look for what qualifications we want in a City Manager and also to look at how we would be funding it. We need to find the means to fund the most important position here in our city. I would tend to think that we need to seriously take a look at reducing the overhead of the daily operations of McDermont and the Wellness Center, because how long will it be before we run out of money. It's staring us in the face, these are businesses and in their operations they are failing businesses because we are not bringing in any revenue. We really seriously need to look at the overhead that we are constantly faced with on those facilities. We need to find ways to run them in a more efficient manner.

Interim Manager: May I comment Madam Mayor?

Mayor PADILLA: Yes please.

Interim Manager: We provided Council with some examples earlier about how we are doing some innovative and creative things. Clint and Marie are addressing concerns very aggressively. We are doing a census on the pool because we believe that is the biggest impact on the Wellness Center Budget at the moment with utilities and repairs. He reminded Council there is Debt Service associated with both of those facilities, so if Council decided to close them tomorrow as failed businesses, there would still be costs associated with them. There is enough cash flow that goes thru there that helps us manage that debt service. The other thing is that the local community and business such as China's Alley, Tony's Pizza and Fastrup benefit from McDermont being there and hosting events there. The Finance Director has demonstrated that our debt associated with these facilities has gone down each year and staff is constantly looking for ways to bring costs down. Those are my comments but remember that we will still have that debt service if we force it to fail and those ancillary impacts to our local businesses.

Lindsay City Council Meeting  
October 13, 2015

Pg. 8105

**COUNCIL DISCUSSION REGARDING HIRING PERMANENT CITY MANAGER continued**

Mayor PADILLA: Yes, but in some way we have to fund those things and find a way to fund the permanent manager's position.

Council Member KIMBALL: The way I see to fund that position is that we bide our time. Just wait, get this severance paid off for our former City Manager for one thing and then we will have it. We need to wait til the next budget cycle because we all know that we don't have it in this one and Bill's doing a great job. Why not take full advantage of what we have and we're going smoothly, so why do we want to shake that up.

Mayor PADILLA: I'm not looking to shake anything up. No disrespect in doing it with wearing the two hats but we saw what it looked like. We saw all the supposed savings and yet we are still in a debt. So I'm thinking that if we start now and start talking about it we could allocate towards it because that wasn't the intent when we selected an interim. The intent was to move the city forward and to find the means to fund the permanent position. This again is merely a discussion. I think Councilwoman KIMBALL's idea to hold off is great but we have to start the process somewhere. The seed has to be planted and it has to move forward. That is the way I see it and we need to move forward. Find the means to get a permanent City Manager and go forward from there as well. We did talk about having a study session. Mario is that something that could be discussed in closed session?

City Attorney: If you are just looking at what you would be looking for, then "no".

Mayor PADILLA: Okay, I understand.

City Attorney: Can I make a suggestion? You may want to start with the Council setting goals, determining what the Council's goals are just from a policy standpoint What are your goals for the city because I think that is going to drive a lot of who you are looking for. If you are looking for things such as "commercial development" that is a totally different person than if you are looking for someone who will enhance recreation for the City or if you are interested in creating more housing. It really depends on what the Councils goals are. Councilman SALINAS had mentioned that you haven't had a goal setting session in a long time. What you would be talking about during goal setting is what you would like to accomplish for the City. The Council as a whole needs to say what those goals are and here is what we want to do. Are you going to be able to accomplish every single one, hopefully, but then you can start looking to hire somebody permanent to accomplish those things for you. Because you are really talking about totally different people depending on what your goals are. Then they may come in and say I really want to make McDermont run but you are interested in something else. An applicant will probably also want to know that, what are the Council's expectations for them, are you looking for more sidewalks or new business. The job description in the Municipal Code are broad but those candidates will want to know what this Council expects.

Mayor PADILLA: I believe the Study Session will benefit us but I also think the main concern is to reduce the deficit and get the city out of debt.

Council member MECUM: Allow me to get back on topic. This is a discussion regarding qualifications and timelines. I am looking at the qualifications and I think they are very well written, nothing really to add. As far as filling the opening I don't think we need to pay a consultant or firm, we could advertise it and there wouldn't be much cost to start the process and see no reason to stall. It is very crucial to have a leader here and my suggestion for funding is to restructure the pay rate from \$8,000-\$12,000 annually to \$72,00-\$96,000. I believe

those changes would get us closer to where other cities are and gets us a lot closer to what we can afford. That is a \$48,000 difference and it is up to us here to hire based on whatever criteria, but to stall and not do this, there is an opening here and we need to hire someone. It's just a good time to hire someone and anybody could apply, we will make that decision, there is no reason to wait. We could give it a month or two, collect the applications and go from there. I don't believe why we wouldn't want to go ahead and hire someone.

Council member KIMBALL: Because we have absolutely no consensus on policy on what we want and Mario just explained what we should be looking for. This is just a generic job description and does not contain anything about what we want this individual to focus on and what our vision is for our community and where we need to go with this

Council member MECUM: This is just a stall tactic

Council member KIMBALL: I'm not stalling, we don't have the money

Lindsay City Council Meeting  
October 13, 2015  
Pg. 8106

**COUNCIL DISCUSSION REGARDING HIRING PERMANENT CITY MANAGER continued**

Council member MECUM: Now it's the money

Council member SALINAS: Show us where to get the money

Council member MECUM: I just found \$60-\$70,000

Council member SALINAS: Nobody is going to come in for that amount. Oh wait, you are going to get that person but they are not going to be what Lindsay needs. Farmersville took 2-years and their rate was \$120,000

Mayor PADILLA: We talked to the Farmersville Mayor and it was like \$90,000

Council members KIMBALL & SALINAS: no, that's not correct at all

Mayor PADILLA: Nonetheless I would like to suggest that we do a work study and talk not just about the qualifications and pay range but what needs to happen to move this process forward. My suggestion is to do this towards the later part of November with the public being invited.

Council member SALINAS: and on those dates you can come with a way to pay for it

Council member MECUM: I don't have to

Council member SALINAS: Staff keeps telling us we don't have any money but yet you think we do so come up with some ideas.

Council member MECUM: Listen I am not going to play games, when that budget, which I didn't vote for, when it was discussed and it was told to us that when we pulled the City Manager's salary out of here that we could put it back in at which point that we decided to hire someone. That was told to us, and now that is not an option, no. This is more about not wanting to make a change than it is about anything else.

Mayor PADILLA: That is what needs to be discussed

Council member MECUM: Thank you. That is what this is about; it is about not wanting to make a change. These are just excuses and stall tactics. To say that someone is not going to come to work here for \$90,000 a year is absurd and to say that if we don't spend \$144,000 we're not going to get the right person. Sure I can go buy a sherman tank and make sure I get to work safely and no space invaders are going to get me on the way to work and I will get to work safely but that's not cost effective. I need a little car that gets good gas mileage and that's how I get to work. We need someone that we can afford and that is going to do a decent job for us. Don't threaten me with "we can't make a change because we can't afford it"; that is ludicrous.

Council member SALINAS: Who's threatening you?

Council member MECUM: It's not a physical threat but still a threat.

Mayor PADILLA: I would like to propose a date, maybe on the Monday right before our regular meeting. If anyone else has another suggestion I would welcome them.

Council member KIMBALL: I'm not in favor of having this type of a workshop without discussing what our vision is or coming to some sort of consensus of what our vision for the future of the city is.

Mayor PADILLA: That is what the workshop is for. It's to discuss how we are going to move forward with the vision of a permanent City Manager and not just discussing the qualifications but how to do the first process of moving forward and include the hiring process.

Council member KIMBALL: I'm not in favor of this

Council member MECUM: You are not in favor of hiring someone when we have an opening

Council member KIMBALL: We don't have to have an opening or list this job at this time.

Lindsay City Council Meeting

October 13, 2015

Pg. 8107

**COUNCIL DISCUSSION REGARDING HIRING PERMANENT CITY MANAGER continued**

Mayor Pro Tem SANCHEZ: We don't have to list it but we can at least discuss it

Mayor PADILLA: We do need to discuss it and at least begin the process and be open-minded, this is not the end all workshop. We need to at least look at the process and it is time for the process to begin. We did not ever intend to have a permanent Interim City Manager.

Council member KIMBALL: Well we need one until we have anew budget cycle because we obviously don't have the money to do it.

Member of the public: It's not fair to the Interim; he is working his ass off!

Mayor PADILLA: The Interim is supposed to do that, he took on the position. I would like to still propose the meeting. If anyone would like to suggest a different date, please voice it.

Council member MECUM: The 2<sup>nd</sup> meeting in November, do we have one then around Thanksgiving?

City Attorney: If you expect public participation I would suggest using another date

Mayor PADILLA: What about the 9<sup>th</sup> or the 16<sup>th</sup>, they are Mondays. Consensus was for Monday November 16<sup>th</sup> at 6pm in the Community Development Conference Room.

With no further business, Mayor PADILLA asked for a motion to adjourn the meeting.

**ADJOURN.** Upon motion of **MECUM** and Second of **SANCHEZ**, Mayor PADILLA adjourned the Meeting of the Lindsay City Council at 8:10 pm The next Regular City Council Meeting is scheduled for **Tuesday, Oct. 27, 2015 at 6PM** in the Council Chambers at City Hall, 251 E. Honolulu, Lindsay, CA 93247.

ATTEST:

CITY COUNCIL OF THE CITY OF LINDSAY

\_\_\_\_\_  
Carmela Wilson, City Clerk

Ramona Villarreal-Padilla, Mayor

**CITY OF LINDSAY ORGANIZATIONAL CHART FOR 2015-2016**

<b>FUND /DEPT</b>	<b>TITLE/DESCRIPTION</b>		
1014010	CITY COUNCIL		
1014040	CITY MANAGER		
1014050	FINANCE		
1014060	CITY ATTORNEY		
1014090	NON-DEPARTMENTAL		
1014110	PUBLIC SAFETY		
1014120	PUBLIC WORKS DEPT.		
1014130	STREETS		
1014210	PARKS		
1024111	ASSET FORFEITURE		RESTRICTED FUND
2614160	GAS TAX-MAINTENANCE		RESTRICTED FUND
2634180	TRANSPORTATION		RESTRICTED FUND
2644190	TRANSIT FUND		RESTRICTED FUND
3004300	MCDERMONT OPERATION		ENTERPRISE FUND
4004400	WELLNESS CENTER/AQUATIC		ENTERPRISE FUND
5524552	WATER		ENTERPRISE FUND
5534553	SEWER		ENTERPRISE FUND
5544554	REFUSE		ENTERPRISE FUND
5564556	LAND APPLICATION		SPECIAL REVENUE FUND
600	CAPITAL IMPROVEMENT FUND		ISF
8414140	CURB & GUTTER		SPECIAL REVENUE FUND
856	STORM DRAIN SYSTEM		SPECIAL REVENUE FUND
857	DOMESTIC WASTEWATER		SPECIAL REVENUE FUND
660	SUCCESSOR AGENCY FUND - RDA		
662	SUCCESSOR AGENCY FUND - LMI		
<b>ASSESSMENT DISTRICTS:</b>			
8834883	SIERRA VIEW	8884888	PARKSIDE ESTATES
8844884	HERITAGE PARK	8894889	SIERRA VISTA
8854885	INGOLDSBY	8904890	MAPLE VALLEY
8864886	SAMOA STREET	8914891	PELOUS RANCH
8874887	SWEETBRIER UNITS		
<b>HOUSING AND COMMUNITY DEVELOPMENT:</b>			
7004700	CDBG REVOLVING LN FUND		
7204720	HOME REVOLVING LN FUND		
779	IMPOUND ACCOUNT		

**NOTE: All payments using the object code of 200: EXAMPLE XXX-200-XXX are Liability accounts for monies collected from other sources - i.e. payroll deductions, deposits, impounds, etc - and are not Expenses to City**

CHECK #	DATE	VENDOR #	VENDOR	FUND	ACCOUNT	AMOUNT
84850	10/14/15	5781	ACE HEATING & AIR CONDITIONING	1014120	037000	\$287.75
84851	10/14/15	5677	AL JAMES REID JR.	3004300	055006	\$150.00
84852	10/14/15	5943	ALEJANDRA CARRANZA	3004300	055026	\$931.00
84853	10/14/15	5439	ALEXSIS ARGUELLES	3004300	055002	\$150.00
84854	10/14/15	5009	ANDY GARCIA	3004300	055019	\$270.00
84855	10/14/15	5674	ANTHONY GONZALEZ	3004300	055006	\$325.00
84856	10/14/15	3797	BETSON IMPERIAL PARTS	3004300	069113	\$1,447.20
84857	10/14/15	5940	BRIAN CLOWER & JOE ALTSCHULE	1014090	037001	\$20,000.00
84858	10/14/15	5447	BRITTANY GUTIERREZ	3004300	055010	\$80.00
84859	10/14/15	051	BSK	5524552	022001	\$25.00
84859	10/14/15	051	BSK	5524552	022001	\$80.00
84859	10/14/15	051	BSK	5524552	022001	\$80.00
84859	10/14/15	051	BSK	5524552	022001	\$63.00
84859	10/14/15	051	BSK	5524552	022001	\$195.00
84859	10/14/15	051	BSK	5524552	022001	\$170.00
84859	10/14/15	051	BSK	5524552	022001	\$120.00
84859	10/14/15	051	BSK	5524552	022001	\$120.00
84860	10/14/15	5013	BUZZ KILL PEST CONTROL	3004300	069091	\$85.00
84861	10/14/15	1979	CALIFORNIA BUILDING STANDARDS	101	200258	\$98.10
84862	10/14/15	3056	CALIFORNIA TURF EQUIPMENT	1014210	022000	\$334.17
84862	10/14/15	3056	CALIFORNIA TURF EQUIPMENT	8834883	022000	\$41.77
84862	10/14/15	3056	CALIFORNIA TURF EQUIPMENT	8844884	022000	\$41.77
84862	10/14/15	3056	CALIFORNIA TURF EQUIPMENT	8864886	022000	\$41.77
84862	10/14/15	3056	CALIFORNIA TURF EQUIPMENT	8874887	022000	\$41.77
84862	10/14/15	3056	CALIFORNIA TURF EQUIPMENT	8884888	022000	\$41.77
84862	10/14/15	3056	CALIFORNIA TURF EQUIPMENT	8894889	022000	\$41.77
84862	10/14/15	3056	CALIFORNIA TURF EQUIPMENT	8904890	022000	\$41.77
84862	10/14/15	3056	CALIFORNIA TURF EQUIPMENT	8914891	022000	\$41.77
84864	10/14/15	5930	CHRIS ALLARD	3004300	069092	\$400.00
84865	10/14/15	2823	CHRISTOPHER HUGHES	1014110	038002	\$72.00
84866	10/14/15	5832	CINTAS CORPORATION	3004300	069102	\$21.61
84866	10/14/15	5832	CINTAS CORPORATION	3004300	069102	\$21.61
84866	10/14/15	5832	CINTAS CORPORATION	3004300	069091	\$462.78
84866	10/14/15	5832	CINTAS CORPORATION	3004300	069091	\$463.08
84867	10/14/15	2319	COMPUTER SYSTEMS PLUS	1014050	036008	\$45.00
84863	10/14/15	075	CSJVRMA	3004300	034000	\$8,157.00
84863	10/14/15	075	CSJVRMA	4004400	034000	\$8,500.00
84863	10/14/15	075	CSJVRMA	5524552	034000	\$25,000.00
84863	10/14/15	075	CSJVRMA	5534553	034000	\$20,000.00
84868	10/14/15	5863	DEPT OF INDUSTRIAL RELATIONS	3004300	069113	\$852.50
84869	10/14/15	111	DEPT OF CONSERVATION	101	200340	\$168.67
84870	10/14/15	5599	DEROSA SALES	3004300	069116	\$252.96
84871	10/14/15	2223	DIANE BUCAROFF	1014070	031000	\$225.00
84872	10/14/15	119	DOUG DELEO WELDING	4004400	023000	\$281.74
84872	10/14/15	119	DOUG DELEO WELDING	4004400	023000	\$37.80
84873	10/14/15	4809	EDWARD SAVERY	3004300	055006	\$300.00
84874	10/14/15	5611	ELITE FITNESS & NUTRITION	3004300	069113	\$2,700.00
84875	10/14/15	5676	FIT FOR LIFE	4004400	055006	\$315.00

CHECK #	DATE	VENDOR #	VENDOR	FUND	ACCOUNT	AMOUNT
84876	10/14/15	137	FRIANT WATER AUTHORITY	5524552	022010	\$4.51
84876	10/14/15	137	FRIANT WATER AUTHORITY	5524552	022010	\$988.90
84878	10/14/15	4527	GIANMARCO LASERNA	3004300	055019	\$425.00
84879	10/14/15	1970	GIOTTO'S	1014120	037000	\$180.88
84880	10/14/15	5935	GOLDEN VALLEY DISTRIBUTION	3004300	069116	\$57.60
84881	10/14/15	148	GOMEZ AUTO & SMOG	1014110	022015	\$34.18
84881	10/14/15	148	GOMEZ AUTO & SMOG	1014110	022015	\$38.39
84881	10/14/15	148	GOMEZ AUTO & SMOG	1014110	022015	\$85.59
84881	10/14/15	148	GOMEZ AUTO & SMOG	1014110	022015	\$119.92
84881	10/14/15	148	GOMEZ AUTO & SMOG	1014110	022015	\$123.15
84881	10/14/15	148	GOMEZ AUTO & SMOG	1014110	022015	\$143.15
84881	10/14/15	148	GOMEZ AUTO & SMOG	1014110	022015	\$124.33
84881	10/14/15	148	GOMEZ AUTO & SMOG	1014110	022015	\$295.12
84881	10/14/15	148	GOMEZ AUTO & SMOG	1014110	022015	\$909.11
84881	10/14/15	148	GOMEZ AUTO & SMOG	1014110	022015	\$2,122.26
84882	10/14/15	4837	GREG MULLINS	3004300	055006	\$475.00
84883	10/14/15	5647	GRISWOLD,LASSALLE,COBB	1014060	031000	\$152.46
84883	10/14/15	5647	GRISWOLD,LASSALLE,COBB	1014060	031000	\$181.77
84883	10/14/15	5647	GRISWOLD,LASSALLE,COBB	1014060	031000	\$346.32
84883	10/14/15	5647	GRISWOLD,LASSALLE,COBB	1014060	031000	\$725.40
84884	10/14/15	1391	HOME DEPOT	1014210	022000	\$140.05
84884	10/14/15	1391	HOME DEPOT	1014210	022000	\$279.95
84884	10/14/15	1391	HOME DEPOT	1014210	022000	\$333.89
84884	10/14/15	1391	HOME DEPOT	3004300	069092	\$27.39
84884	10/14/15	1391	HOME DEPOT	3004300	069092	\$37.79
84884	10/14/15	1391	HOME DEPOT	3004300	069092	\$243.44
84884	10/14/15	1391	HOME DEPOT	3004300	069092	\$395.33
84884	10/14/15	1391	HOME DEPOT	8834883	022000	\$41.73
84884	10/14/15	1391	HOME DEPOT	8844884	022000	\$41.73
84884	10/14/15	1391	HOME DEPOT	8864886	022000	\$41.73
84884	10/14/15	1391	HOME DEPOT	8874887	022000	\$41.73
84884	10/14/15	1391	HOME DEPOT	8884888	022000	\$41.73
84884	10/14/15	1391	HOME DEPOT	8894889	022000	\$41.73
84884	10/14/15	1391	HOME DEPOT	8904890	022000	\$41.73
84884	10/14/15	1391	HOME DEPOT	8914891	022000	\$41.73
84885	10/14/15	4721	HUSSAIN RAYANI	3004300	055002	\$420.00
84885	10/14/15	4721	HUSSAIN RAYANI	3004300	055019	\$540.00
84886	10/14/15	5949	JOANNA DURAN	3004300	055010	\$40.00
84887	10/14/15	3702	JOB LARA	3004300	055025	\$692.00
84888	10/14/15	5675	JOHNNY GONZALEZ	3004300	055025	\$692.00
84889	10/14/15	4190	JUAN GUTIERREZ	3004300	055019	\$975.00
84890	10/14/15	5614	KALA DONNELLY	3004300	055019	\$250.00
84891	10/14/15	5462	KATHY PREKOSKI	4004400	055006	\$1,200.00
84892	10/14/15	5804	KELSIE AVINA	4004400	055006	\$275.00
84893	10/14/15	5448	KIRBY D. MANNON	4004400	055006	\$225.00
84894	10/14/15	5788	LINCOLN AQUATICS	4004400	069076	\$498.74
84895	10/14/15	227	LIVICK TRUCK & BUS REPAIR	1014120	022015	\$641.75
84895	10/14/15	227	LIVICK TRUCK & BUS REPAIR	2614160	022015	\$641.75

CHECK #	DATE	VENDOR #	VENDOR	FUND	ACCOUNT	AMOUNT
84895	10/14/15	227	LIVICK TRUCK & BUS REPAIR	5524552	022015	\$641.75
84895	10/14/15	227	LIVICK TRUCK & BUS REPAIR	5534553	022015	\$641.75
84896	10/14/15	2656	LOURDES RENDON	1014110	037000	\$360.00
84897	10/14/15	4981	MARIA ALEJANDRA GUTIERREZ	3004300	055006	\$250.00
84898	10/14/15	234	MARTINS TIRE & AUTO	5524552	022015	\$12.00
84899	10/14/15	5916	MICHELLE CORONADO	3004300	055026	\$1,335.00
84900	10/14/15	5474	NAYELI COLUNGA	3004300	055010	\$40.00
84901	10/14/15	1565	OACYS.COM INC	1014110	037000	-\$16.65
84901	10/14/15	1565	OACYS.COM INC	1014050	033001	-\$16.65
84901	10/14/15	1565	OACYS.COM INC	1014040	033001	-\$16.65
84901	10/14/15	1565	OACYS.COM INC	1014110	037000	-\$16.65
84901	10/14/15	1565	OACYS.COM INC	1014110	037000	\$35.00
84901	10/14/15	1565	OACYS.COM INC	1014110	037000	\$106.23
84901	10/14/15	1565	OACYS.COM INC	1014050	033001	\$106.24
84901	10/14/15	1565	OACYS.COM INC	1014040	033001	\$106.24
84901	10/14/15	1565	OACYS.COM INC	3004300	069069	-\$16.65
84901	10/14/15	1565	OACYS.COM INC	3004300	069069	\$199.95
84901	10/14/15	1565	OACYS.COM INC	4004400	033001	\$106.24
84901	10/14/15	1565	OACYS.COM INC	4004400	033001	\$120.00
84901	10/14/15	1565	OACYS.COM INC	4004400	033001	\$189.95
84901	10/14/15	1565	OACYS.COM INC	4004400	033001	-\$49.95
84901	10/14/15	1565	OACYS.COM INC	4004400	033001	-\$16.65
84902	10/14/15	5831	PANADERIA LA FORTUNA	3004300	069115	\$25.00
84902	10/14/15	5831	PANADERIA LA FORTUNA	3004300	055025	\$15.00
84902	10/14/15	5831	PANADERIA LA FORTUNA	3004300	055025	\$20.00
84903	10/14/15	3750	PEPSI-COLA	3004300	069116	\$233.56
84904	10/14/15	3673	PHOENIX FIRE PROTECTION	3004300	069092	\$132.00
84905	10/14/15	272	PITNEY BOWES INC.	1014090	037000	\$235.44
84906	10/14/15	276	PORTERVILLE RECORDER	4004400	035000	\$250.00
84906	10/14/15	276	PORTERVILLE RECORDER	5524552	037004	\$176.02
84907	10/14/15	2869	PORTERVILLE SHELTERED WORKSHOPS	1014120	037000	\$58.11
84908	10/14/15	5796	PRESORT OF FRESNO	5524552	037000	\$705.00
84909	10/14/15	5796	PRESORT OF FRESNO	5524552	037000	\$705.00
84910	10/14/15	5684	QUIK-ROOTER	5534553	036001	\$562.50
84910	10/14/15	5684	QUIK-ROOTER	5534553	036001	\$450.00
84910	10/14/15	5684	QUIK-ROOTER	5534553	036001	\$337.50
84911	10/14/15	285	QUILL CORPORATION	1014120	021000	\$10.79
84911	10/14/15	285	QUILL CORPORATION	1014050	021000	\$23.50
84911	10/14/15	285	QUILL CORPORATION	1014120	021000	\$40.64
84911	10/14/15	285	QUILL CORPORATION	1014120	021000	\$69.11
84912	10/14/15	5696	RASHEEM RAYANI	3004300	055019	\$360.00
84912	10/14/15	5696	RASHEEM RAYANI	3004300	055002	\$90.00
84913	10/14/15	5356	RAY MORGAN COMPANY	1014070	036008	\$21.62
84913	10/14/15	5356	RAY MORGAN COMPANY	1014120	036008	\$25.34
84913	10/14/15	5356	RAY MORGAN COMPANY	1014070	036008	\$30.52
84913	10/14/15	5356	RAY MORGAN COMPANY	1014040	036008	\$37.17
84913	10/14/15	5356	RAY MORGAN COMPANY	1014050	036008	\$50.07
84913	10/14/15	5356	RAY MORGAN COMPANY	1014110	036008	\$120.25

CHECK #	DATE	VENDOR #	VENDOR	FUND	ACCOUNT	AMOUNT
84913	10/14/15	5356	RAY MORGAN COMPANY	1014110	036008	\$150.25
84913	10/14/15	5356	RAY MORGAN COMPANY	3004300	069113	\$717.19
84914	10/14/15	5573	RENEE ALVARADO	3004300	055002	\$150.00
84915	10/14/15	5633	ROSA MARIA HOWELL	3004300	055006	\$25.00
84916	10/14/15	4698	SAL ESTRADA SR.	3004300	055019	\$400.00
84917	10/14/15	298	SAVE MART SUPERMARKET	3004300	069103	\$8.99
84917	10/14/15	298	SAVE MART SUPERMARKET	3004300	055025	\$23.01
84917	10/14/15	298	SAVE MART SUPERMARKET	3004300	069115	\$11.10
84917	10/14/15	298	SAVE MART SUPERMARKET	3004300	069115	\$11.98
84917	10/14/15	298	SAVE MART SUPERMARKET	3004300	055025	\$13.65
84917	10/14/15	298	SAVE MART SUPERMARKET	3004300	055025	\$19.79
84917	10/14/15	298	SAVE MART SUPERMARKET	3004300	069103	\$263.46
84918	10/14/15	3208	SHANNON PATTERSON	4004400	055006	\$600.00
84919	10/14/15	5948	SHELBY VANASEN	3004300	055010	\$40.00
84920	10/14/15	5314	SHRED-IT USA-FRESNO	1014090	037000	\$58.95
84921	10/14/15	2133	SHROPSHIRE CONTAINER	3004300	069113	\$110.00
84922	10/14/15	1776	SMART & FINAL	3004300	069116	\$58.72
84922	10/14/15	1776	SMART & FINAL	3004300	069116	\$238.37
84922	10/14/15	1776	SMART & FINAL	3004300	055025	\$116.91
84923	10/14/15	310	SOUTHERN CA. EDISON	2614160	032004	\$219.19
84923	10/14/15	310	SOUTHERN CA. EDISON	2614160	032004	\$59.42
84923	10/14/15	310	SOUTHERN CA. EDISON	4004400	032006	\$6,167.96
84923	10/14/15	310	SOUTHERN CA. EDISON	8914891	032001	\$53.89
84923	10/14/15	310	SOUTHERN CA. EDISON	8914891	032001	\$26.99
84924	10/14/15	5950	STAINLESS WORKS SPECIALTIES	4004400	064000	\$7,536.08
84925	10/14/15	4914	STEPHANIE VELASQUEZ	3004300	055006	\$500.00
84925	10/14/15	4914	STEPHANIE VELASQUEZ	4004400	055006	\$175.00
84926	10/14/15	5899	SUPPLYWORKS	3004300	069091	\$746.48
84926	10/14/15	5899	SUPPLYWORKS	4004400	022000	\$392.98
84927	10/14/15	3682	SYSCO OF CENTRAL CA	3004300	069116	\$75.59
84927	10/14/15	3682	SYSCO OF CENTRAL CA	3004300	069116	\$725.73
84927	10/14/15	3682	SYSCO OF CENTRAL CA	3004300	069116	\$775.73
84927	10/14/15	3682	SYSCO OF CENTRAL CA	3004300	069103	\$619.12
84928	10/14/15	518	TCAG	1014070	037006	\$2,626.46
84929	10/14/15	1921	TEL STAR INSTRUMENTS, INC	5524552	023000	\$297.50
84929	10/14/15	1921	TEL STAR INSTRUMENTS, INC	5534553	022008	\$1,778.00
84929	10/14/15	1921	TEL STAR INSTRUMENTS, INC	5534553	022008	\$297.50
84877	10/14/15	144	THE GAS COMPANY	3004300	069109	\$133.12
84877	10/14/15	144	THE GAS COMPANY	3004300	069109	\$145.43
84930	10/14/15	3396	THYSSENKRUPP ELEVATOR	4004400	032006	\$282.21
84943	10/14/15	4943	TIMOTHY CULVER	3004300	055026	\$4,410.00
84932	10/14/15	4767	TULARE REGIONAL MEDICAL	3004300	055025	\$226.00
84933	10/14/15	5747	UNITED STAFFING	1014130	022000	\$616.00
84933	10/14/15	5747	UNITED STAFFING	1014210	022000	\$677.60
84933	10/14/15	5747	UNITED STAFFING	8844884	022000	\$123.20
84933	10/14/15	5747	UNITED STAFFING	8914891	022000	\$123.20
84934	10/14/15	5747	UNITED STAFFING	1014210	064046	\$700.00
84935	10/14/15	356	USA BLUEBOOK	5524552	022000	\$353.82

CHECK #	DATE	VENDOR #	VENDOR	FUND	ACCOUNT	AMOUNT
84936	10/14/15	4865	VALLEY ELECTRICAL SUPPLIERS, INC	3004300	069092	\$214.35
84937	10/14/15	5942	VANESSA GUTIERREZ	3004300	055026	\$882.00
84938	10/14/15	1010	VERIZON CALIFORNIA	4004400	033001	\$418.73
84939	10/14/15	1010	VERIZON CALIFORNIA	3004300	069111	\$359.30
84940	10/14/15	4978	WILLIAM B. PETERSON	3004300	055019	\$360.00
84941	10/14/15	4465	WOODLAKE VALLEY MIDDLE SCHOOL	3004300	055010	\$50.00
84942	10/14/15	5912	YVETTE DURAN	3004300	055006	\$250.00
					TOTAL	\$155,338.68

Date: October 27, 2015

To: Lindsay City Council

From: Brian Spaunhurst, Assistant City Planner

**Subject:** Annual Fire Muster Temporary Use Permit Request by Gary Meling (TUP 15-42)  
– Minute Order Approval

---



---

### Overview:

Lindsay Fire Museum representative, Gary Meling has requested the temporary use of the Wellness Center parking lot, the temporary closure of Ono City Parkway, and the temporary closure of a small portion of Sequoia Ave for the 2016 California Firemen's Muster Association event. The proposed muster would be held primarily at the Wellness Center between 5pm June 9th and 5pm, June 13, 2016. The requested timeframe includes setup and post-event cleanup. The applicant has requested the waiving of any minor equipment rental fees, such as those associated with the rental of barricades, traffic cones, and delineators, discussed below. Any staff support would require payment on an hourly rate.

Some activities will occur within the Wellness Center with reservations and rental fees being handled separately. There would be overnight RV parking provided along Ono City Parkway from the evening of the 10<sup>th</sup> until the late morning of the 12<sup>th</sup> of June. The applicant is also requesting that Sequoia Avenue, from the northern extent of the Sequoia Villas complex to Ono City parkway be closed from 7am to 6pm on the 11th of June.

### Responsibilities:

The event layout would be in substantial conformance with the attached aerial. The list below identifies parties responsible for coordinating event requirements:

- City staff would coordinate with Public Safety and City Services to establish times and dates of street closures.
  - RVs may be parked only on Ono City Parkway. No hookups are available.
  - Closure of Sequoia Avenue will be limited to 7am to 6pm. Proper signage and barricades will be required.
- The applicant would coordinate with property owners west of Sequoia (medical/dental facilities) and north of Ono City Parkway (County site) regarding street closures and the use of their parking lots for additional parking.
- City staff would provide liability indemnification language to the applicant for City indemnification requirements.
- The applicant would coordinate with Sol Nunez of Mid Valley Disposal regarding trash/recycle cans. Staff recommends that 96 gal cans be used. They would be delivered to the area identified on the map. The applicant may arrange for an alternative

means of trash management, so long as it does not violate local/state laws or existing waste provider contracts.

- Staff would ensure the dumpsters at the Wellness Center are available for use (unlocked and with adequate capacity at the start of the event). The city would order 2 additional 3 yard bins for this location with costs to be covered by the applicant.
- The applicant would coordinate and be responsible for the payment for the placement of porta-potties. Porta-potties would be located as shown on the map.
- The number of vendors attending is unknown at this time; however, no more than four are anticipated. Any vendor selling food would be subject to meeting Tulare County health and safety requirements. The potential vendor's area has been identified on the map to facilitate their setup. No vehicles are permitted on grass areas.
- Event and Facility Setup/Cleanup: Fire Museum volunteers would set up their event. This includes the placement of cones/barricades/caution tape in their desired locations. Further, fire Museum volunteers would ensure all areas used by the event are returned to pre-event condition. If city staff is required for cleanup full labor fees would be charged.

### **Drought Conditions:**

The current drought conditions warrant a discussion of what is to occur should the drought continue through June of 2016. Because it is difficult to forecast the available water supply, the applicant is proposing three versions of the muster that will ensure the responsible use of water. Staff recommends utilizing the Water Conservation Plan to determine which version would be applicable at the time of the event as explained below:

*Version 1- Non-limited Muster.* For this version to occur, the City must not be in a Water Conservation Plan Phase III or greater. All water that is utilized will be collected and pumped into nearby landscaping to the greatest extent possible.

*Version 2- Limited Water Use Muster.* All muster events will use water to the smallest extent possible. For this version to occur, the City must not be in a Water Conservation Plan Phase IV or greater. All water that is utilized will be collected and pumped into nearby landscaping to the greatest extent possible.

*Version 3- Dry Muster.* No water is allowed to be used for any portion of the event. For this version to occur, the City must be in a Water Conservation Plan Phase V.

**Summary:**

Staff would charge full fees for any labor and would bill for any damages resulting from the event. The applicant has requested that the minor equipment (e.g. barricades, traffic cones, delineators - 10 each) rental fees be waived, which is in keeping with other not-for-profit use. With Council approval, barricades, cones, and delineators will be provided for street and parking lot closures. City Services would also determine the number of trash/recycle cans and porta-potties for the applicant to obtain for this event. Any charges would be covered by the applicant. Staff recommends Minute Order Approval of TUP 15-42.

Respectfully Submitted,



Brian Spaunhurst  
Assistant City Planner

Attachments:

Wellness Center Area Aerial

**Wellness Center Aerial**  
TUP 15-42 Event Layout

Street Closure

Storm Drain to be blocked.  
Pump will be used to re-direct  
water to nearby landscaping.

Porta-Potty &  
Trash/Recycle  
Bin Area

Street Closure of Ono  
City Pkwy at intersection.

Muster Event  
Area

Vendor Area

Street Closure





# GREEN LIVING

Quarter 1 & 2

WWW.MIDVALLEYDISPOSAL.COM

1707 E GOSHEN AVE. VISALIA, CA 93292

1.800.706.5779

## RECYCLER OF THE YEAR

In January, during the 2014 Red Carpet Event, Mid Valley Disposal presented our first Recycler of the Year award to Carneceria Del Sol. They voluntarily signed up for recycling services back in 2010 and have done a great job diverting their waste and recycling a good variety of materials. We presented an award made of 100% recycled glass to the owners of Carneceria Del Sol and a certificate to commemorate their outstanding achievements and dedication to reducing waste and promoting recycling in 2014. Mid Valley Disposal appreciates their integral role in making the city of Lindsay a good example of proper recycling practices.

## EARTH DAY

In celebration of Earth Day, Mid Valley Disposal's Recycling Coordinator went to downtown Lindsay for the Earth Day/ Litter Pick Up event. We had help from the students of Lindsay Unified, city mayor, Ramona Padilla, and a few council members. They picked up litter all over downtown Lindsay, cleaned the tree well and the roundabout. This was a successful event that brought awareness of Earth Day to the residents of the city of Lindsay.

## LINDSAY STUDENTS

Sol Nunez had a busy month during the month of February visiting Washington, Roosevelt, Jefferson, and Lincoln Elementary students. Sol presented to different classrooms at each school with a total of 318 students learning about how to keep recyclables out of the landfill and the importance of reducing waste. Thank you to all the schools and staff for making sure their students know the importance of recycling!



Earth Day



Recycler of the Year



The Grove Apts.

## 1ST & 2ND QUARTER COMMERCIAL SITE VISITS

Sol Nunez, Mid Valley Disposal's Recycling Coordinator visited 66 businesses and 17 multi-family communities in the City of Lindsay during the first six months of 2015. During 1st and 2nd quarter Sol identified a few commercial sites that needed technical assistance and a recycling guide for their breakroom. Sol was very pleased to see the great efforts Grove Apartments and Motel 8 are making to keep recyclables out of the trash. Each business that was visited also received an AB341 Mandatory Commercial information flyer and recycling guide for employees to view.

## RESIDENTIAL WASTE ASSESSMENTS

Mid Valley Disposal's Recycling Team conducted the 1st residential contamination program in the City of Lindsay. During the week of May 11th -May 15th a total of 338 tags were placed on either a green waste or recycling cart with unacceptable materials. This is a successful educational program bringing more recycling awareness to the residents to increase recycling and decrease the amount of waste going to the landfill. Below are the results of tags for each cart:

	RC Tags	GW Tags	Styrofoam
Spring-Summer 2015	241	97	94 Tags

**CITY OF LINDSAY  
STAFF REPORT  
SITE PLAN REVIEW No. 15-41  
(ATM Kiosk in Olivewood Plaza)  
October 27, 2015**

**GENERAL INFORMATION**

1. Applicant: Anna Han  
2101 Webster St. Suite 2000  
Oakland, CA 94612
2. Requested Action: Site Plan Review approval to construct an ATM kiosk in the parking lot of the Olivewood Plaza shopping center.
3. Location: 208 Highway 65, Lindsay CA 93247 (APN: 199-210-040).

**PROJECT DESCRIPTION**

Site Plan Review No. 15-41 is a request by Anna Han to construct an ATM kiosk and modify existing parking to satisfy ADA requirements (site plan attached). The kiosk will consist of two (2) walk-up ATM machines that are accessible by parking as well as a pedestrian pathway connecting to Hermosa Street. While the kiosk area is roughly the size of two parking spaces, ADA requirements warrants the modification of existing parking as well as pedestrian improvements that connect to Hermosa Street.

**SITE BACKGROUND**

**Background:** The Olivewood Plaza shopping center provides a variety of commercial uses that range from grocery and fast food to insurance services and auto parts. The shopping center is intended to serve as a one stop shop at which customers can access multiple businesses in a single area.

Currently there are two main points of ingress/egress located at the north and north-east end of the site that generally are accessed by costumers. Two secondary points of ingress/egress are located on the north-west and north-east corners of the site that generally are accessed by delivery trucks.

The businesses in Olivewood Plaza are oriented to outline the site with parking centrally located. This layout allows customers to park in a convenient location and access multiple businesses.

Surrounding land uses for the project site include:

- North: Jefferson Elementary School.

- South: Multi family residential apartments.
- East: Multi-family residential apartments
- West: Highway 65

### **COMPATIBILITY WITH EXISTING ZONING, PLANS AND POLICIES**

**Zoning and Land Use:** The proposed project is consistent with the policies, objectives, and standards of the Lindsay General Plan and Zoning Ordinance. Specifically, an ATM kiosk of this size would be considered an “accessory use”. Accessory uses are permitted within the Central Commercial (CC) General Plan land use and Zoning district.

### **PROJECT EVALUATION**

The proposed project is a fitting accessory use to the site and will provide added convenience for site visitors. Further, the proposed project will update and enhance ADA accessibility from Hermosa Street.

Zoning Ordinance Section 18.18.050 lists several findings that are needed for approving Site Plan Review applications. In sum, this includes findings that the project complies with all applicable codes and would not adversely impact public health, safety, or welfare. Staff finds that the proposed site plan is consistent with the requirements of the Zoning Ordinance. Staff recommends that the project be developed as proposed.

### **ENVIRONMENTAL REVIEW**

As an accessory use on an already developed site, this project is categorically exempt per Section 15303 (New Construction or Conversion of Small Structures) of Article 19.

### **RECOMMENDATION**

Staff recommends that the City Council approves Site Plan Review No. 15-41, based on the findings and subject to the conditions found below and in the attached draft resolution.

- Construction would be in substantial conformance with the approved site plan.
- All Americans with Disabilities Act requirements would be satisfied.
- Parking lot lighting would be properly maintained and fully operate during hours of darkness when businesses are open.

### **ATTACHMENTS**

- Site Plan
- Project Location Aerial
- Draft Resolution



**LEGEND**

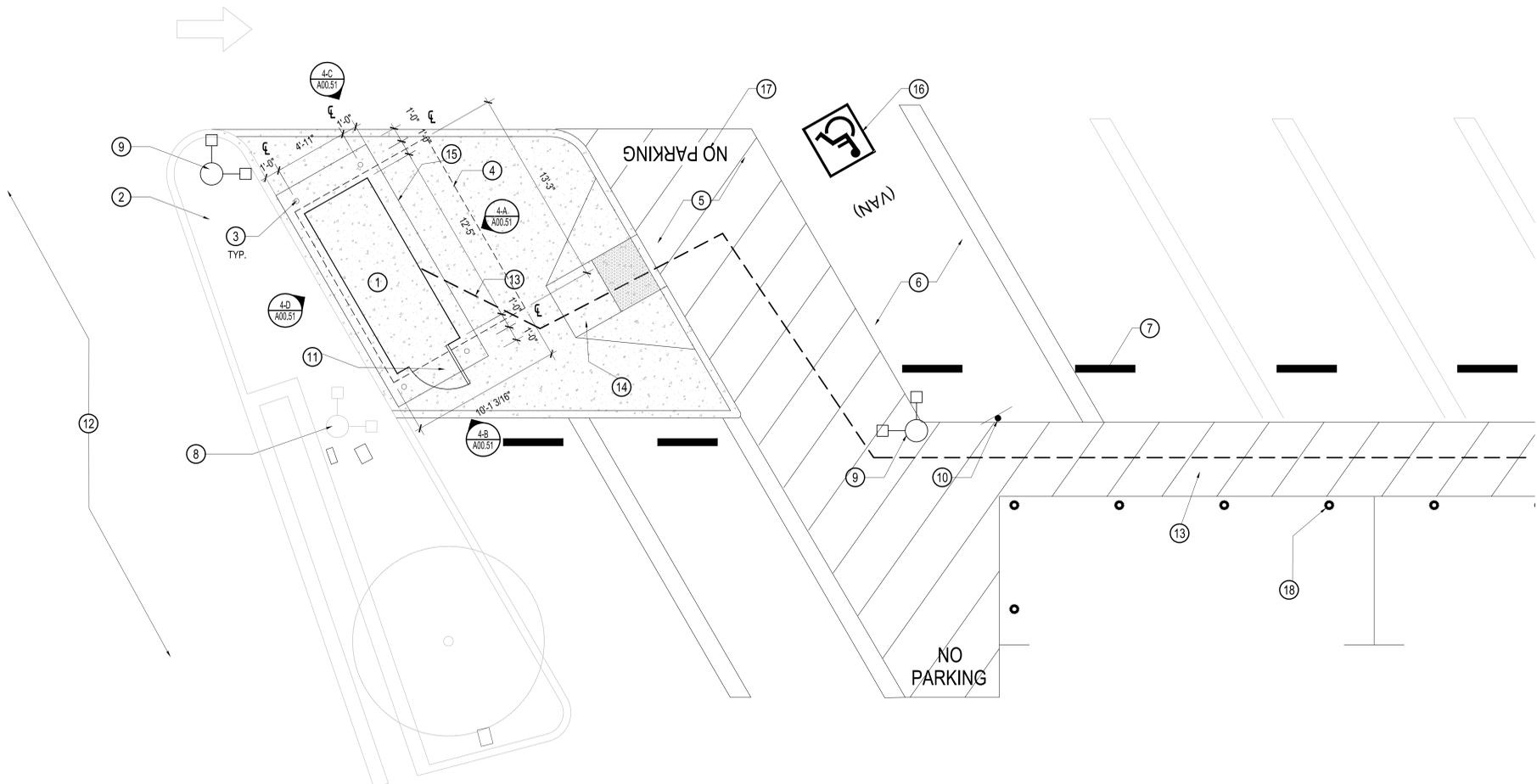
- (E) PARKING STRIPING TO REMAIN
- (N) PARKING STRIPING
- (N) CONC. ISLAND

**ENLARGED PLAN NOTES**

- 1 PROPOSED (N) UB1B WU DOUBLE ATM, REF CIVIL DRAWINGS FOR EXACT LOCATION
- 2 (E) CURB AND LANDSCAPE
- 3 (N) BOLLARDS TYP. OF 4, REF 8-A00.40
- 4 ATM KIOSK CANOPY ABOVE
- 5 (N) ACCESSIBLE LOADING / LOADING AISLE, REF CIVIL DRAWINGS
- 6 (N) ACCESSIBLE PARKING STALL, REF CIVIL DRAWINGS
- 7 (N) WHEEL STOPS, REF CIVIL
- 8 REPLACE (E) LIGHT FIXTURE, REF ELEC. DRAWING
- 9 (N) LIGHT POLE FIXTURE, TYP. OF 2, REF ELEC. DRAWING
- 10 (N) ACCESSIBLE PARKING SIGNAGE, REF 1-A00.40 AND CIVIL DRAWINGS
- 11 ATM ACCESS DOOR
- 12 (E) DRIVE WAY
- 13 ACCESSIBLE PATH OF TRAVEL, REF CIVIL DRAWINGS
- 14 (N) CURB RAMP, REF CIVIL DRAWINGS
- 15 EXTENT OF KIOSK FOOTING
- 16 (N) INTERNATIONAL SYMBOL OF ACCESSIBILITY, REF 1A-A00.40
- 17 PAINT THE WORDS 'NO PARKING' IN 12" LETTERS MIN. REF CIVIL DRAWINGS
- 18 (N) BOLLARD, REF CIVIL DWGS

**ELEVATION NOTES**

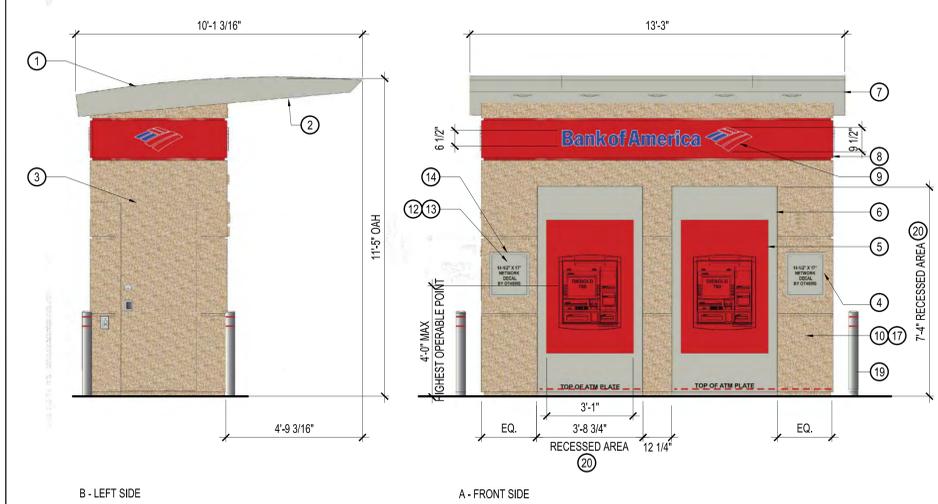
- 1 PHOTO CELL AS REQUIRED
- 2 DOWN LIGHTING AS REQUIRED
- 3 DOOR AREA IS FLUSH WITH EXTERIOR WALL
- 4 ATM PANEL TO BE .090" THK. ALUMINUM PAN 1" DEEP.
- 5 PAINT EXPOSED SURFACES TO BE BOFA MP66190 RED WITH A FINE STIPPLE FINISH. (FIELD CUT OPENING).
- 6 SLIDE OUT SECTION TO BE PAINTED SOA 6194SP CHAMPAGNE SILVER SEMI-GLOSS WITH A SMOOTH FINISH. RECESS 1" TO MATCH REVEALS.
- 7 FABRICATED ALLUM. CANOPY PAINTED SOA 6194SP CHAMPAGNE SILVER SEMI-GLOSS WITH A SMOOTH FINISH.
- 8 0.177" THK. TRANSLUCENT NO. 7328 WHITE MOLDED ACRYLIC FACE. FIRST SURFACE DECORATED WITH BOA 3632-2472 RED TRANSLUCENT VINYL. ROUTE OUT SIGNATURE AND LANDSCAPE TO ALLOW 3/8" THK. NO. 7328 WHITE ACRYLIC PUSH THRU.
- 9 3/8" THK. TRANSLUCENT NO. 7328 WHITE ACRYLIC PUSH THROUGH. FIRST SURFACE DECORATED WITH TRANSLUCENT BOA 3632-2472 RED & 3632-8222 BLUE VINYL
- 10 0.090" THK. BRAKEFORMED ALLUM. WALL PANELS AS SHOWN. AMERISTON NO. 012 STONEY CREEK DRYVIT TEXTURE FINISH APPLIED TO EXTERIOR.
- 11 PREFERRED LOCATION OF METER BOX (IF NEEDED)
- 12 1/8" THK. CLEAR LEXAN NETWORK FRAME. PAINT NETWORK PANEL SOA 6194SP CHAMPAGNE SILVER SEMI-GLOSS SMOOTH FINISH
- 13 1/8" THK. CLEAR NETWORK BACK PANEL. ATTACH TO BUILDING WITH COUNTERSUNK SCREWS. PAINT NETWORK PANEL SOA 6194SP CHAMPAGNE SILVER SEMI-GLOSS SMOOTH FINISH
- 14 1'-2 1/2" x 1'-5" PRINTED LEXAN INSERT WITH TWO SIDED TAPE SUPPLIED BY CUSTOMER
- 15 1"x1"x1/8" THK. ALUM. ANGLE TRIM FOR MOLDED FACES. PAINT TO MATCH MP66190 RED WITH A FINE STIPPLE FINISH
- 16 FLUSHED IN AC GRILLE WITH AMERISTONE NO. 012 STONEY CREEK DRYVIT TEXTURE FINISH (ON RIGHT SIDE)
- 17 R11 FIBERGLASS INSULATION IN WALLS
- 18 1"x1" ALUM. PANEL REVEAL, TYP. FINISH TO MATCH ADJ. ALUM. PANELS
- 19 4" DIA. CONC. FILLED PIPE BOLLARD, TYP. OF 4, SEE STRUCTURAL DRAWINGS.
- 20 THIS AREA OF KIOSK TO BE RECESSED TO MATCH REVEAL
- 21 DIEBOLD ATM AT OPEN POSITION FOR SERVICE AND MAINTENANCE.



**ENLARGED SITE PLAN**

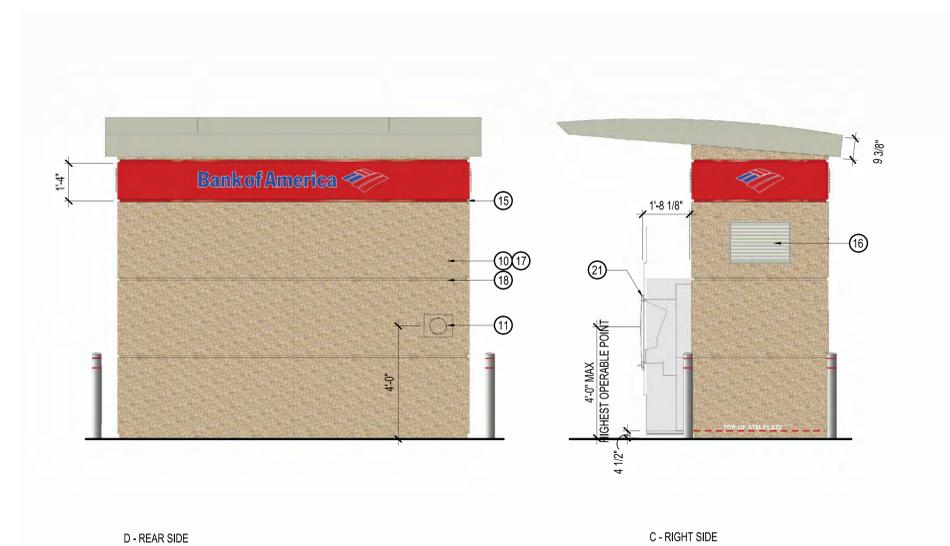
SCALE: 1/4" = 1'-0"

2



B - LEFT SIDE

A - FRONT SIDE



D - REAR SIDE

C - RIGHT SIDE

**KIOSK ELEVATIONS**

SCALE: N.T.S.

4

Issue	Date & Issue Description	By	Check
01	09/18/15 Issue for Permit	AH	DM

Seal/Signature



Project Name  
Bank of America ATM Kiosk  
Olivewood Plaza

Project Number  
33.9187.023

CAD File Name  
A00-51

Description  
CONSTRUCTION SITE PLAN & ELEVATIONS

Scale

**A00.51**

© 2015 Gensler



Ref. North

# Project Location Aerial

SPR 15-41



N Fremont Dr

All-America City Hwy

Old Tulare Hwy

Project Site

N Westwood Ave

65



N

29

**RESOLUTION NO. 15-46**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY APPROVING SITE PLAN REVIEW 15-41, ATM KIOSK LOCATED IN THE PARKING LOT OF THE OLIVEWOOD PLAZA SHOPPING CENTER AT 208 HIGHWAY 65 (APN: 199-210-040).**

At a regularly scheduled meeting of the City Council of the City of Lindsay, held October 27, 2015, at the hour of 6:00 p.m. in the Council Chambers at City Hall, Lindsay, California 93247, the following resolution was adopted:

**THAT WHEREAS**, the Site Plan Review No. 15-41 was filed pursuant to the regulations contained in Ordinance No. 437, the Zoning Ordinance of the City of Lindsay; and

**WHEREAS**, planning staff has prepared necessary investigations and prepared a staff report of information bearing upon the project; and

**WHEREAS**, the project is categorically exempt from CEQA, per Article 19 Section 15303 (New Construction or Conversion of Small Structures).

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Lindsay specifically finds that the Site Plan Review application is consistent with the required findings of Zoning Ordinance Section 18.15.050, based on the evidence presented, and subject to the recommended conditions of approval.

**BE IT FURTHER RESOLVED**, that the City Council of the City of Lindsay hereby approves the Site Plan Review application on the real property described in accordance with the terms of this resolution under the provisions of Zoning Ordinance Section 18.18.030, subject to the following conditions:

**SECTION 1.** That the final plan of development shall be in substantial compliance with the approved site plan and all applicable Lindsay Development Standards.

**SECTION 2.** That all requirements of the Americans with Disabilities Act (ADA) shall be satisfied.

**SECTION 3.** That the property owner shall be responsible for maintaining all parking lot lighting and ensuring said lighting is properly functioning during periods of darkness when businesses are open.

**SECTION 4.** That all other city codes and ordinances shall apply.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Lindsay this 27th day of October, 2015.

ATTEST:

CITY COUNCIL OF THE CITY OF LINDSAY

\_\_\_\_\_  
Carmela Wilson, City Clerk

\_\_\_\_\_  
Ramona Villarreal-Padilla, Mayor

DATE : October 19, 2015  
 TO : Mayor Padilla and City Council Members  
 FROM : Michael Camarena, City Services Director  
 RE : 2015-2016 Transit Agreement and Resolution No. 15-47, a Resolution of the City of Lindsay Approving the 2015-2016 Transit Agreement between The City of Lindsay and the County of Tulare

---



---

Presented for your review and consideration is the 2015-2016 Transit Agreement and Resolution 15-47 between the City of Lindsay and the County of Tulare.

As in years past, this service agreement specifically provides Dial-A-Ride (DAR) services (also referred to as Demand Services) for Lindsay residents inside the City Limits. Exhibit "A" shows the boundary of this demand response service and tonight's request is to approve the operational agreement and supporting resolution for citizens inside the city limits only.

Tulare County Transit Coordinator Dan Fox has provided complete budget information with regard to expense and revenue distribution. The calculated cost for the Dial-A-Ride service is \$86,983. This is a \$2,005 increase from last year (\$84,978 for 2013/2014). Professional services costs (a 2.3% increase) were the identified source of the increase from Tulare County.

The total ridership for the July 2014 thru June 2015 period was 5,244 riders (up from 3,772 in '13-'14 by 1,872) in the Lindsay DAR service area. The breakdown of the riders was as follows:

<u>2014-2015</u>	<u>2013-2014</u>	
2,859	1,941	General riders
1,057	784	Senior riders
89	124	Handicap riders
<u>1,239</u>	<u>923</u>	Children
5,244	3,772	Total Riders

The funding for this service has been and is proposed to be provided by Lindsay's share of the State of California's Transit Assistance Fund (STA). The STA funds are intended for the development and support of public transportation needs. In previous years the City has had to supplement the STA funds with Local Transportation Funds (LTF). For this funding cycle, there is an estimated total of \$260,810 in the STA account for Lindsay.

**Background, State Transportation Funding Sources**

Following is a summary of the State transit funding programs for which the City of Lindsay is eligible.

**Transportation Development Act (TDA)**

The Transportation Development Act (TDA) is a state collected local sales tax. It has been a mainstay of funding for transit programs in California. The TDA provides two major sources of funding for public

transportation: the Local Transportation Fund (LTF), which has been in existence since 1972, and the State Transit Assistance (STA) fund, which was instituted in 1980.

### **Local Transportation Fund (LTF)**

The major portion of TDA funds is provided through the LTF. A strong benefit of this source is that it is derived from the one-quarter cent sales tax, returned to the jurisdiction of collection. As such, it tends to increase both with inflation as well as with population growth. The returned funds must be spent for the following purposes:

- For agencies with public bicycle operations, two percent may be provided for bicycle facilities;
- The remaining funds must be spent for transit and paratransit purposes, unless a finding is made by the Transportation Committee that no unmet transit needs exist that can be reasonably met;
- If a finding of no unmet needs that are reasonable to meet is made, remaining funds can be spent on roadway construction and maintenance purposes.

The City of Lindsay is projected to receive approximately \$433,867 from this source in FY 2015/016. Of this, \$28,907 is retained by TCAG for our share for local and regional planning purposes. This is typically used for general roadway maintenance purposes.

### **State Transit Assistance (STA)**

In addition to LTF funding, the TDA includes an STA funding mechanism. The sales tax on gasoline is used to reimburse the state coffers for the impacts of the one-quarter cent sales tax used for LTF. Any remaining funds are available to the counties for local transportation purposes. In FY 2015/16, the City of Lindsay is projected to receive \$260,810 from this source. Our STA funds are used to pay the the cost of service to Tulare County for our localized Dial-A-Ride (DAR) program. As noted above the cost of the City of Lindsay Dial-A-Ride (DAR) program was \$86,983.

### **ACTION OPTIONS:**

Council may select one of the three actions outlined herein:

1. Approve the 2015-2016 Transit Agreement between the City of Lindsay and the County of Tulare and Resolution No. 15-47, A Resolution of the City of Lindsay Approving the 2015-2016 Transit Agreement between the City of Lindsay and the County of Tulare;
2. Do not approve the 2015-2016 Transit Agreement between the City of Lindsay and the County of Tulare and the supporting resolution. This action would require the City to pursue an alternate method of providing a similar public transit system. If an alternate system is not secured, the ability to receive State of California's Transit Assistance Funds and Local Transportation Funds would be jeopardized;
3. Direct staff to pursue some other action.

### **ATTACHMENTS:**

- 2015-2016 Transit Agreement
- Res.15-47, Approving the 2015-16 Transit Agreement between the City of Lindsay and the County of Tulare

1 **AGREEMENT**

2 THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015,  
3 by and between the CITY OF LINDSAY, hereinafter referred to as the "City" and the COUNTY  
4 OF TULARE, hereinafter referred to as the "County".

5 **WITNESSETH:**

6 WHEREAS, the City and the County desire to provide coordinated transit service in the  
7 Lindsay area; and

8 WHEREAS, it is mutually beneficial for the City and the County to provide this transit  
9 service by agreement; and

10 WHEREAS, the County operates Tulare County Transit, a public transit system; and

11 WHEREAS, there are and will continue to be, citizens of the County who can reasonably  
12 be served by a demand response transit system within the City, and there are and will continue to  
13 be, citizens of the City who can reasonably be served by the County's demand response transit  
14 system; and

15 WHEREAS, there are and will continue to be, citizens of the County who can reasonably  
16 be served by a fixed-route transit system operating within the City, and there are and will  
17 continue to be, citizens of the City who can reasonably be served by the County's fixed-route  
18 transit system; and

19 WHEREAS, the County and City recognize the goals of providing a transportation system  
20 to the general public at a reasonable fare and that of providing coordinated public transportation  
21 service within the Lindsay area.

22 NOW, THEREFORE, the City and the County mutually agree as follows:

23 1. **Scope of Work.** The County shall operate and manage a demand response public  
24 transit service within the Service Areas as shown on Exhibit "A" attached hereto and fully  
25 incorporated herein by this reference and shall provide transit service to those residents of  
26 the City desiring to use the demand response services of the County transit system. The  
27 operation and management of the demand response transit service shall be the  
28 responsibility of the County. The service area may be modified by mutual agreement of the  
29 City Manager and the County Director of Transportation. The County shall also continue  
30 to operate a fixed-route service per the route maps shown on Exhibit "B" attached hereto  
31 and fully incorporated herein by this reference and shall provide transit service to those  
32 residents of the City desiring to use the regularly scheduled services of this County transit  
33 system. The operation and management of the fixed-route service shall be the  
34 responsibility of the County. The route may be modified by mutual agreement of the City  
35 Manager and the County Director of Transportation.

1           2. **Hours of Operation.** The demand response transit service will operate on a dial-  
2 a-ride basis, Monday through Friday except on those holidays that the senior citizen meal  
3 sites are not open. The hours of operation shall be set by mutual agreement of the City  
4 Manager and the County Director of Transportation. The fixed-route service shall operate  
5 Monday through Friday except on those holidays that are recognized by Tulare County  
6 Transit. The hours of operation shall be set by mutual agreement of the City Manager and  
7 the County Director of Transportation.

8           3. **Management.** The County shall manage and operate the transit system in an  
9 appropriate manner, insuring a cost effective operation, including marketing the system and  
10 collecting fares from the riders.

11           4. **Fuel, Oil and Storage.** The City shall provide fuel, oil and storage facilities for  
12 the transit vehicles. Only the cost of the fuel and oil provided for the vehicles shall be  
13 billed to the County. The cost of the storage facilities shall be borne by the City.

14           5. **Collection of Fares.** For the demand response transit service, the City shall  
15 count, collect, receipt and secure all cash fares delivered to the City by County Agent on a  
16 daily basis. The City shall return all said cash fares to the County according to schedules  
17 and procedures acceptable to the City Manager and the County Director of Transportation.  
18 No additional compensation shall be due either party to this Agreement for this service.  
19 Fares collected on the fixed-route service shall be collected, counted and secured by the  
20 County.

21           6. **Compensation.** The City shall compensate the County the sum of \$86,983 for  
22 service provided under this Agreement. Compensation is based on the prorated share of the  
23 City's and County's previous year ridership on the dial-a-ride transit service, and an agreed  
24 upon amount contributed by the City to help offset the operational costs of the fixed-route  
25 service. The City hereby authorizes, by execution of this Agreement, the Tulare County  
26 Association of Governments (TCAG) to transfer said compensation from the City's  
27 2015/2016 Transportation Development Act Apportionment to the County's 2015/2016  
28 Transportation Development Act Apportionment. The County shall then submit a claim to  
29 TCAG for the amount specified as 2015/2016 Compensation. Said compensation shall be  
30 as follows:

	<u>COMPENSATION</u>	<u>SOURCE</u>
Lindsay	\$ 86,983	Local Transportation Fund and/or State Transit Assistance Funds

34           7. **Indemnification-City.** City shall hold harmless, defend and indemnify County,  
35 its agents, officers and employees from and against any liability, claims, actions, costs,  
36 damages or losses of any kind, including death or injury to any person and/or damage to

1 property, arising out of the activities of City or its agents, officers and employees under this  
2 Agreement. This indemnification specifically includes any claims that may be made  
3 against County by any taxing authority asserting that an employer-employee relationship  
4 exists by reason of this Agreement, and any claims made against County alleging civil  
5 rights violations by City under Government Code section 12920 et seq. (California Fair  
6 Employment and Housing Act). This indemnification obligation shall continue beyond the  
7 term of this Agreement as to any acts or omissions occurring under this Agreement or any  
8 extension of this Agreement.

9 **8. Indemnification-County.** County shall hold harmless, defend and indemnify  
10 City, its agents, officers and employees from and against any liability, claims, actions,  
11 costs, damages or losses of any kind, including death or injury to any person and/or damage  
12 to property, arising out of the activities of County or its agents, officers and employees  
13 under this Agreement. This indemnification obligation shall continue beyond the term of  
14 this Agreement as to any acts or omissions occurring under this Agreement or any  
15 extension of this Agreement.

16 **9. Insurance-Liability.** The County shall provide comprehensive general public  
17 liability and comprehensive automotive liability insurance with single limit coverage of not  
18 less than \$5,000,000 or equivalent self-insurance covering their activities under this  
19 Agreement. Prior to commencing operations, the County shall file with the Clerk of the  
20 other party certificates of insurance evidencing the coverage required herein and naming the  
21 other party, its officers, agents and employees as additional insureds. Such certificates shall  
22 state that the named additional insureds are not responsible for the payment of any premium  
23 or assessment and shall provide that in the event of a cancellation or material change of  
24 policy, the insurer shall give the named additional insureds no less than thirty (30) days  
25 advance written notice of such cancellation or change. Upon request, the County shall  
26 provide the City with a complete copy of the insurance policy or policies or evidence and  
27 terms of self-insurance as required herein. The insurance, and evidence thereof, required by  
28 this Agreement may be provided either directly by the County or, if the County contracts  
29 with an independent contractor/operator to provide the services required by this Agreement,  
30 by the operator of the County's system as deemed appropriate by the County.

31  
32 **10. Term of Agreement.** Except as to the obligations described in Section 11(c) this  
33 Agreement shall become effective July 1, 2015 and shall terminate June 30, 2016, unless  
34 terminated earlier as provided in this Agreement.

1           **11. Termination.** The right to terminate this Agreement under this provision may be  
2 exercised without prejudice to any other right or remedy to which the terminating party may  
3 be entitled at law or under this Agreement.

4           (a) Without Cause. County shall have the right to terminate this Agreement  
5 without cause by giving City SIXTY (60) days prior written notice of its intention to  
6 terminate pursuant to this provision, specifying the date of termination.

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

9                   (i) be adjudged a bankrupt, or

10                   (ii) become insolvent or have a receiver appointed, or

11                   (iii) make a general assignment for the benefit of creditors, or

12                   (iv) suffer any judgment which remains unsatisfied for 30 days, and which  
13 would substantively impair the ability of the judgment debtor to perform under  
14 this Agreement, or

15                   (v) materially breach this Agreement.

16           For any of the occurrences except item (v), termination may be effected upon  
17 written notice by the terminating party specifying the date of the termination. Upon a  
18 material breach, the Agreement may be terminated following the failure of the  
19 defaulting party to remedy the breach to the satisfaction of the non-defaulting party  
20 within FIVE (5) days of written notice specifying the breach. If the breach is not  
21 remedied within that FIVE (5) day period, the non-defaulting party may terminate the  
22 Agreement on further written notice specifying the date of termination.

23           If the nature of the breach is such that it cannot be cured within a FIVE (5) day  
24 period, the defaulting party may, submit a written proposal within that period which  
25 sets forth a specific means to resolve the default. If the non-defaulting party consents  
26 to that proposal in writing, which consent shall not be unreasonably withheld, the  
27 defaulting party shall immediately embark on its plan to cure. If the default is not  
28 cured within the time agreed, the non-defaulting party may terminate upon written  
29 notice specifying the date of termination.

30           (c) Effects of Termination. Termination of this Agreement shall not terminate  
31 any obligations to indemnify, to maintain and make available any records pertaining  
32 to the Agreement, to cooperate with any audit, to be subject to offset, or to make any  
33 reports of pre-termination contract activities.

34           **12. Conditions to Continuing the Agreement.** This Agreement is entered into with  
35 the anticipation of certain funds being available, either locally or from the State or Federal

1 governments, and such funding for any reason is no longer available, this Agreement may  
2 be terminated by County on written notice specifying the date of termination.

3 13. **Notices.** Any notices to be given shall be written and served either by personal  
4 delivery or by first class mail, postage prepaid and addressed as follows:

5 /  
6 /  
7 /  
8 City: City Manager  
9 City of Lindsay  
10 P. O. Box 369  
11 Lindsay, California 93274

12  
13 County: County Director of Transportation  
14 Resource Management Agency  
15 5961 S. Mooney Blvd.  
16 Visalia, California 93277

17 14. **Integration.** This Agreement constitutes the sole and only Agreement between  
18 the parties hereto as to the services to be provided hereunder. Any prior agreements,  
19 promises, negotiations or representations as to such services not expressly referred to herein  
20 are of no force and effect.

21 15. **Modification.** Except as otherwise specifically provided herein, this Agreement  
22 shall be modified or amended only with the prior written consent of the parties.

23 16. **Surveys.** Either the City or the County may conduct periodic ridership surveys.  
24 Said surveys shall not interfere with the operation of the system.

25 17. **Legal Operation.** City and County each shall carry out its obligations under this  
26 Agreement in full compliance with all applicable federal, state and local laws, ordinances,  
27 rules and regulations.

28 18. **Construction.** This Agreement reflects the contributions of both parties and  
29 accordingly the provisions of Civil Code section 1654 shall not apply to address and  
30 interpret any uncertainty.

31 19. **Governing Law.** This Agreement shall be interpreted and governed under the  
32 laws of the State of California without reference to California conflicts of law principles.  
33 Any litigation arising out of this Agreement shall be brought in Tulare County California.  
34 City waives the removal provisions of California code of Civil Procedure Section 394.

35 20. **Conflict with Laws or Regulations/Severability.** This Agreement is subject to  
36 all applicable laws and regulations. If any provision of this Agreement is found by any  
37 court or other legal authority, or is agreed by the parties, to be in conflict with any code or

1 regulation governing its subject, the conflicting provision shall be considered null and void.  
2 The remainder of the Agreement shall continue in full force and effect.

3 21. **Headings.** Section headings are provided for organizational purposes only and do  
4 not in any manner affect the scope, meaning or intent of the provisions under the headings.

5 22. **No Third Party Beneficiaries.** Unless specifically set forth, the parties to this  
6 Agreement do not intend to provide any other party with any benefit or enforceable legal or  
7 equitable right or remedy.

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

13 24. **Exhibits and Recitals.** The Recitals and the Exhibits to this Agreement are fully  
14 incorporated into and are integral parts of this Agreement.

15 25. **Further Assurances.** Each party agrees to execute any additional documents and  
16 to perform any further acts which may be reasonably required to effect the purposes of this  
17 Agreement.

18 26. **Assurances of Non-Discrimination.** City expressly agrees that it will not  
19 discriminate in employment or the provision of services on the basis of any characteristic or  
20 condition upon which discrimination is prohibited by state or federal law or regulation.

21 27. **Assignment/Subcontracting.** Neither party shall assign or transfer any rights or  
22 privileges or any parts thereof of this agreement without the other's prior written consent.

23 /  
24 /  
25 /  
26 /  
27 /  
28 /  
29 /  
30 /  
31 /  
32 /  
33 /  
34 /  
35 /  
36 /

1 IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the  
2 date first above written.

3  
4  
5  
6  
7  
8  
9

COUNTY OF TULARE

By \_\_\_\_\_  
Chairman, Board of Supervisors  
"County"

10  
11 ATTEST:  
12 County Administrative Officer/  
13 Clerk of the Board of Supervisors.

14  
15  
16 By \_\_\_\_\_  
17 Deputy

18  
19 CITY OF LINDSAY

20  
21  
22 By \_\_\_\_\_  
23 Title:  
24 "City"

25  
26 ATTEST: City Clerk,  
27 CITY OF LINDSAY

28  
29  
30 By \_\_\_\_\_

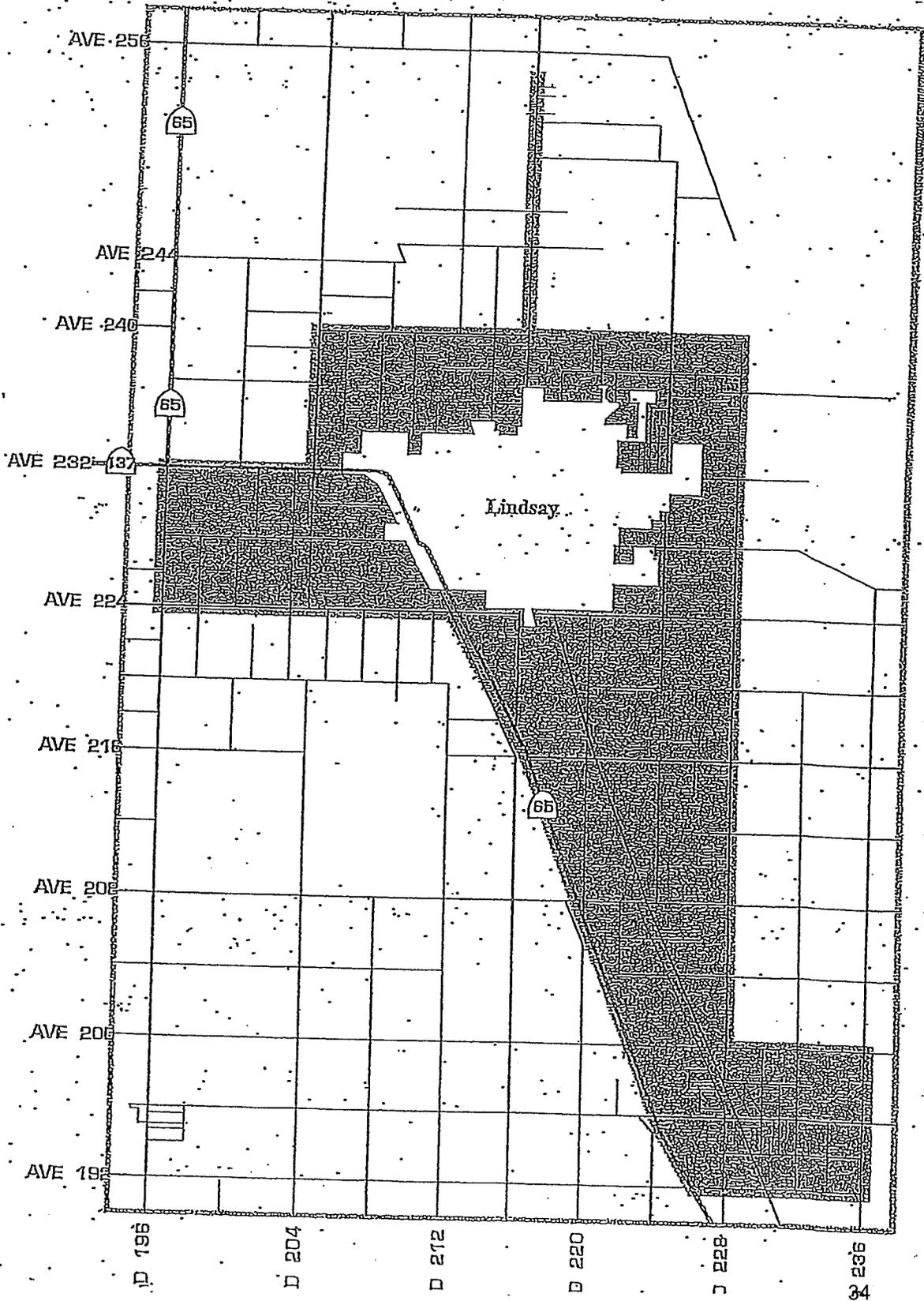
31  
32  
33  
34 Approved as to form,  
35 County Counsel

36  
37  
38 By \_\_\_\_\_  
39 Deputy

Exhibit A

# Boundary Map

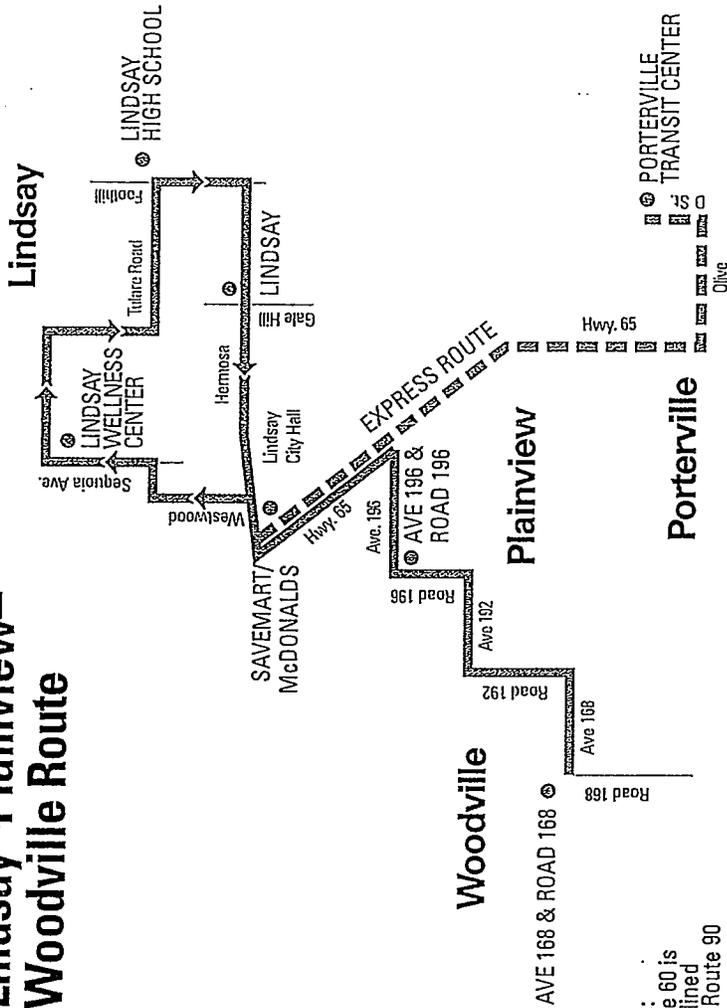
SERVICE AREA FOR CONTRACT WITH CITY OF LINDSAY



**60 Lindsay-Plainview-  
Woodville Route**

**Pass Sales Outlets**

- Porterville Transit Center 35 W. Oak St., Porterville
- Tulare County Government Plaza 5961 S. Mooney Blvd., Visalia
- Tulare Transit Center 360 N. 'K' St., Tulare
- Visalia Transit Center Oak & Santa Fe, Visalia



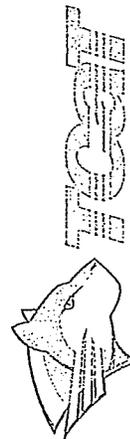
Note:  
Route 60 is  
interlined  
with Route 90

This map is NOT to scale.

**Exhibit B**

LINDSAY	SOUTHBOUND TO	PLAINVIEW	WOODVILLE	PORTERVILLE
LINDSAY Savemart/McDonalds	PLAINVIEW Ave. 196 & Rd. 196	WOODVILLE Ave. 168 & Rd. 168	PORTERVILLE Transit Center	
7:45	6:20	6:30	7:00	
12:15	8:00	8:10	8:40	
2:30	12:30	12:40	1:10	
6:05	6:20	6:30	2:50	
				LINDSAY
PORTERVILLE	NORTHBOUND TO	LINDSAY	WOODVILLE	PLAINVIEW
PORTERVILLE Transit Center	LINDSAY Savemart/McDonalds	PLAINVIEW Ave. 196 & Rd. 196	WOODVILLE Ave. 168 & Rd. 196	LINDSAY Savemart/McDonalds
7:05	7:25	6:20	6:30	7:45
11:35	11:55	8:00	8:10	12:15
1:15	2:10	12:30	12:40	2:30
4:50	5:45	6:20	6:30	6:05
				LINDSAY

Light type = AM Bold type = PM



**1-877-40 GO GREEN**  
Your Bus Info Help Line. 1-877-404-6473  
www.gotularecounty.com



**RESOLUTION NO. 15-47**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY APPROVING THE 2015/2016 TRANSIT AGREEMENT BETWEEN THE CITY OF LINDSAY AND THE COUNTY OF TULARE.**

At a regularly scheduled meeting of the City Council of the City of Lindsay held on the 27th day of October, 2014, at 6:00 p.m. of said day, in the Council Chambers at City Hall, 251 East Honolulu, Lindsay, California 93247, the following resolution was adopted:

**WHEREAS**, the City Council has entered into annual agreements with the County of Tulare for the provision of certain transportation services in the past; and

**WHEREAS**, the City Council of the City of Lindsay has determined that it is in the City's interest to continue the agreement for provision of transportation services by the County of Tulare for the fiscal year of July 1, 2015 through June 30, 2016; and

**WHEREAS**, the City Council desires to approve the Agreement with the County for provision of Transit Services for the 2015/2016 fiscal year, effective July 1, 2015;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Lindsay:

SECTION 1. The City Council of the City of Lindsay hereby approves the Agreement with the County of Tulare for provision of transit services for the 2015/2016 fiscal year.

SECTION 2. The Agreement with the County for such services, attached hereto and incorporated herein by reference, is hereby approved and the Mayor is authorized to execute the Agreement on behalf of the City of Lindsay, effective July 1, 2015.

**PASSED AND ADOPTED** by the City Council of the City of Lindsay this 27th day of October 2015.

ATTEST:

CITY COUNCIL OF THE CITY OF LINDSAY

\_\_\_\_\_  
Carmela Wilson, City Clerk

\_\_\_\_\_  
Ramona Villarreal-Padilla, Mayor



DATE : October 27, 2015  
TO : Mayor Padilla and City Council Members  
FROM : Neyba J Amezcua, Associate Engineer  
RE : Request Authorization to Bid Hickory Street, North Side, Pedestrian Pathway Project

---

---

**PURPOSE**

The City has completed Phase I of our first Pedestrian Pathways Study, the Sequoia Avenue project. This project provided pedestrian connection to Roosevelt School on Sequoia Avenue. Funding for this project was part of the City of Lindsay's committed bike and pedestrian portion of Measure R funds.

With the completion of the Sequoia Avenue project, Tulare County Association of Government (TCAG) has authorized moving forward with the second Phase of this study, the Hickory Street project.

This project proposes to construct curb, gutter, & sidewalk on Hickory Street on the north side only, from west of the Roosevelt School to Parkside Avenue. There will be underground utility work done with this project as well (storm drain extensions, street lighting, landscape irrigation).

Council authorization is required for public advertisement to request bids for projects.

**PROJECT BUDGET**

Amount: \$350,000

Funding Source: Measure R Bike/Pedestrian Funds

**RECOMMENDED ACTION**

1. To authorize Staff to proceed with advertisement to request bids
2. Do not authorize Staff to proceed and provide direction

**ATTACHMENTS:**

1. None

DATE : October 19, 2015  
TO : Mayor Padilla and City Council Members  
FROM : Michael Camarena, City Services Director  
RE : Request for Professional Civil Engineering Services, Master Agreement Execution

---

---

In August 2015, staff released a Request for Proposals (RFQ) for Professional Civil Engineering Services. There were 9 local qualified firms that were contacted directly as well as a Public Notice published in the Porterville Recorder on August 27, 2015. The RFQ document is included for your information. The RFQ submittal deadline was September 25, 2015.

There were a total of 6 RFQ submittals received; all 6 were deemed qualified to enter into a Master Agreement. As identified in the RFQ, the Master Agreement is described as:

*A Professional Services Agreement (Master) will be entered into with various Civil Engineering consultant(s) to provide professional engineering services for a variety of projects. Selected firm(s) may be later asked to provide professional engineering services proposals on specific, project-by-project basis, based on an agreed-upon specific scope and fees.*

*This Qualifications List (List) will be for services for individual projects. If a firm is selected to be on the List, it will execute a Master Agreement with the City that will cover term, insurance, indemnity, task orders, and other global issues. During the term of this agreement, each firm may have the opportunity to submit proposals for various projects. The scope of work for projects will be defined in Task Orders issued by the City. Acceptance of a firm's proposal will be in the form of an Assigned Task Order. The Assigned Task Order will establish the individual project scope, schedule, deliverables and cost. Cost proposals will be based on a "not to exceed" cost estimate for performance of the Task, unless the City agrees in advance that the work is not amenable to a "not to exceed" estimate and that the work will be done on a time and material basis. The scope of work and fee for individual Assigned Task Orders shall be approved by the City Manager or his designee. Execution of the Master Agreement by a firm and/or the submission of proposals for Task Orders do not guarantee award of any Assigned Task Orders.*

*The term of the Master Agreement will be: a) three years from the date of execution; or b) the required date for completion of an Assigned Task Order, provided that said Task Order was assigned prior to the Master Agreement expiration date. The City does not guarantee that a firm will be assigned a specific project during the term of the Master Agreement.*

Proposals were reviewed by City staff as well as our City Engineer. The 6 qualified consulting firms are:

1. 4Creeks Inc., Visalia
2. Dee Jasper and Associates, Bakersfield
3. Keller and Wegley Consulting Engineers, Visalia,
4. Provost and Pritchard Consulting Group, Visalia
5. Quad Knopf, Visalia
6. Roberts Engineering, Porterville

The action requested this evening is to authorize the City Manager and City Clerk to execute the Master Agreements on behalf of the City. As identified in the RFQ, This will allow staff to solicit from these firms for pending and future projects via separate task orders and agreements.

**Requested Action:**

1. Authorize the City Manager and City Clerk to execute the Master Agreements on behalf of the City as well as Task Orders and Agreements for pending and future projects as identified in the RFQ document;
2. Do not authorize execution of the Master Agreements and direct staff to pursue some other action.

**Attachments:**

- Request for Qualifications for Professional Civil Engineering Services (including the Master Agreement document)



***City of Lindsay***

***Request for Qualifications  
for  
Professional Civil Engineering Services***

***August 2015***

## **City of Lindsay**

### **Request for Qualifications for Professional Civil Engineering Services**

**August 2015**

#### **TABLE OF CONTENTS**

- I. Introduction
- II. Selection Schedule
- III. Type of Professional Services
- IV. Policy and Procedure
- V. Submittal Contents
- VI. Qualification Criteria

#### **ATTACHMENTS**

- A. Cover Sheet
- B. References
- C. Scope of Services
- D. Master Agreement

## **I. Introduction**

The City of Lindsay (City) is seeking to develop a list of qualified Civil Engineering Consultants via this Request for Qualifications (RFQ) process.

A Professional Services Agreement will be entered into with various Civil Engineering consultant(s) to provide professional engineering services for a variety of projects. Selected firm(s) may be later asked to provide professional engineering services proposals on specific, project-by-project basis, based on an agreed-upon specific scope and fees.

This Qualifications List (List) will be for services for individual projects. If a firm is selected to be on the List, it will execute a Master Agreement with the City that will cover term, insurance, indemnity, task orders, and other global issues. During the term of this agreement, each firm may have the opportunity to submit proposals for various projects. The scope of work for projects will be defined in Task Orders issued by the City. Acceptance of a firm's proposal will be in the form of an Assigned Task Order. The Assigned Task Order will establish the individual project scope, schedule, deliverables and cost. Cost proposals will be based on a "not to exceed" cost estimate for performance of the Task, unless the City agrees in advance that the work is not amenable to a "not to exceed" estimate and that the work will be done on a time and material basis. The scope of work and fee for individual Assigned Task Orders shall be approved by the City Manager or his designee. Execution of the Master Agreement by a firm and/or the submission of proposals for Task Orders do not guarantee award of any Assigned Task Orders.

The term of the Master Agreement will be: a) three years from the date of execution; or b) the required date for completion of an Assigned Task Order, provided that said Task Order was assigned prior to the Master Agreement expiration date. The City does not guarantee that a firm will be assigned a specific project during the term of the Master Agreement. There are Master Agreement extension opportunities as identified in Section 15 of the sample Master Agreement. A sample Master Agreement has been included in this RFQ.

All RFQ documents shall be submitted by interested firms to the City by September 25, 2015 at 3:00 p.m.

During this RFQ process, interested parties shall direct all questions in writing to Michael Camarena by email at [engineering@lindsay.ca.us](mailto:engineering@lindsay.ca.us). Responses to questions received three (3) days prior to the RFQ deadline may not be available.

If there is any revision to this RFQ, an addendum will be issued and made available to all firms receiving RFQ documents. Late qualification documents will not be accepted.

## **II. SELECTION SCHEDULE**

The tentative schedule and sequence of this RFQ is as follows:

- Release RFQ Public Notice; August 28, 2015
- Deadline for Submission of Questions to the City; September 21, 2015
- Responses to Questions; September 23, 2015
- Deadline for Submissions of RFQ; September 25, 2015

## **III. TYPE OF PROFESSIONAL SERVICES**

The City is seeking qualified firms to provide Engineering Services in support of Capital Improvement Program (CIP's) focused mainly on water, sewer and storm drain utilities.

A portion of the projects identified on our existing CIP are listed below as well as a list of potentially related activities.

This list as well as the consultants experience with similar projects will be the criteria used for evaluation of the consultant's submittal.

- A. Water Projects;
  - Well 15 Contact Time Pipeline Project, final designs, plans and specifications
  - Test Well design, plans and specifications
  - Well 11 Treatment Project, designs, plans and specifications
  - Well 14 Treatment Project, designs, plans and specifications
  - Well 14 Variable Frequency Drive Project
  - Primary Disinfection Renovation at Friant Kern Canal
  - Water Treatment Plant Filter Bank Renovations
  - Water Storage Tank Upgrades
- B. Wastewater Projects;
  - Tertiary Treatment Study
  - Drying Beds Renovation
  - Bar Screen Renovation
- C. Update Sewer, Water, Storm Drain Master Plans
- D. Related experiences with regard to utility design and construction activities:
  - Water Quality Improvements
  - Repair and Rehabilitation Evaluations
  - CEQA and Environmental Compliance
  - Permit Related Requirements & Activities
  - Preliminary Engineering
    - Feasibility Studies
    - Life Cycle Evaluation & Comparisons (cost to benefit analysis)

- Engineering Calculations & Design for utility related projects
- Construction Phase Engineering
- Construction Cost Estimates
- Water Quality Analysis/Best Management Practice Design Services
- Bid Process and Analysis Activities
- Construction Management Activities

Because the scope and number of projects and tasks are unknown at the time of Agreement execution, under this RFQ the Agreement is known as a “Master Agreement”. Consultant will be specifically authorized on a project by project basis. During the term of the Master Agreement, the City may issue work to selected firms on the List through the development of a Task Order, which will establish the specific agreed upon scope, schedule, deliverables and cost for the individual task/project. Task Orders are approved by the City Council.

#### **IV. POLICY AND PROCEDURES**

- Firms shall specify which Services they can provide by checking the appropriate boxes in the Scope of Services provided in Attachment C of this RFQ.
- Firms are encouraged to carefully review this RFQ in its entirety prior to preparation of their Statement of Qualifications (SOQ). All documents must be submitted in accordance with the standards and specifications contained within this RFQ.
- Firms may withdraw their SOQ at any time prior to the due date and time by submitting a notification of withdrawal signed by the firm’s authorized agent. The SOQ cannot be changed or modified after the date and time designated for receipt.
- If any SOQ contains confidential information, the respondent shall clearly label and stamp the specific portions that are to be kept confidential. The respondent is urged to identify the truly confidential portions of the SOQ and not simply mark all or substantially all response as confidential. Notwithstanding the foregoing, respondents recognize that the City will not be responsible or liable in any way for losses that the respondents may suffer from the disclosure of information or material to third parties.
- This solicitation does not commit the City to award any work nor to pay any cost incurred with the preparation of the SOQ. Firms to this RFQ will be solely responsible for all expenses incurred during the selection process.
- The City reserves the right to accept or reject any or all SOQs received in response to this request or cancel in whole or part this qualification process if it is in the best interest of the City to do so.
- Respondents should note that inclusion of any firm on the List and any agreements made pursuant to the List are dependent upon the recommendation of City staff and approval by the City Council.
- The City may require any evidence it deems necessary relative to the Respondent’s financial stability before any contract is awarded.

- The City reserves the right to request clarification of information submitted and to request additional information from any Respondent.
- The City reserves the right to waive any minor defect or technicality in any SOQ received.
- The City supports and encourages participation by businesses located locally in Tulare County, owned and controlled by minorities, women, disabled veterans, and/or small business enterprises and members of California Rural Water Association (CRWA) Preferred Provider Program.

**V. SUBMITTAL CONTENTS**

Submittals shall contain the following information:

1. Cover Letter (including a completed “Cover Sheet” – Attachment A to this RFQ).
2. Firm’s Capabilities: This relates to the firm’s capabilities to provide Civil Engineering services for various types of projects within the City of Lindsay. This section should demonstrate the firm’s capabilities for the variety of anticipated work as described in the Type of Professional Services section.
3. Firm Organization: This relates to the key personnel that could assigned to Lindsay’s projects. The “Principal in Charge” should be identified as a one contact person for all potential projects. The “Principal in Charge” shall remain the point of contact for the duration of the contract. If the firm has an office in Tulare County, as well as an office outside of the County, the staffing of the Tulare County office must be clearly indicated separately from the firm’s total staffing.
4. A list, including a minimum of three references that the City can contact to evaluate the firm’s past work experience (Attachment B of this RFQ includes a format for reference contact information that can be utilized to fulfill this requirement).

**VI. QUALIFICATION CRITERIA**

Each submittal shall be judged as to the consultant’s capabilities and experience to perform civil engineering services. Qualification will be based on criteria as follows:

1. Capabilities, Experience and Past Performance: Each firm will be evaluated on its demonstrated capabilities and experience to provide civil engineering services to the City. Past performance on similar types of work will be reviewed and judged on quality of work, adherence to schedule, availability and compliance to local codes and regulations.
2. Key Personnel: Each firm will be evaluated on the experience and/or education of the key personnel that will be assigned to the City’s projects.

3. Ability to Accomplish Work: Each firm will be evaluated on its ability to provide civil engineering services in a timely manner. Items to be considered include number of qualified staff (emphasis on local staffing), support staff, available equipment and facilities. Current and valid professional licensing is a requirement in the ability to accomplish the Tasks.
4. Local Experience: Each firm will be evaluated on its familiarity with the City of Lindsay's codes, regulations, procedures and infrastructure requirements.
5. Firm's Location: Each firm will be evaluated on the location of its office, location of the "principal in charge" and other key staff.
6. Other: Each firm will be evaluated on any supportive information that demonstrates their capabilities to best suit the needs of the City of Lindsay.

An evaluation committee will review submittals based on the above criteria. Based on the submittals, a consultant could be recommended to the City Council for a Professional Engineering Services Task Order Contract. Upon the Council's approval, the contract will be awarded. Should the City and the selected Consultant be unable to agree on contract terms, the award of the contract will be offered to another qualified firm, and so forth as necessary. Other consultants, including the City Engineer, may also be called upon to provide general engineering services in event that the primary consultant does not have the experience, time, or resources to provide the needed services.

The City recognizes that the consultant may not have experience or capacity to provide professional services in all disciplines which may be required for a specific project and may desire to supplement their capabilities by teaming with sub consultants. It is important to describe these partnerships however the selection of the civil engineering consultant will be based on the submitting firm's capabilities as described in the preceding selection criteria.

**Attachment A  
COVER SHEET  
City of Lindsay  
RFQ for Professional Civil Engineering Services**

Name of Firm: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

E mail address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Firm is a:            Joint Venture            (   )  
                         California Corporation            (   )  
                         Partnership                            (   )  
                         Sole Proprietorship                    (   )  
                         Other    (   )

California Rural Water Association (CRWA)  
Preferred Provider Program Member?            Yes            No

Firm's Federal Tax ID Number: \_\_\_\_\_

Firm's or Individual's Professional Registration Number: \_\_\_\_\_

Expiration: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative            Date

\_\_\_\_\_  
Typed Name of Authorized Representative            Date

\_\_\_\_\_  
Signature of Authorized Representative            Date

\_\_\_\_\_  
Typed Name of Authorized Representative            Date

**Attachment B  
REFERENCES**

**Provide at least three references for similar type work as identified in Section III, Type of Professional Services:**

Reference 1: \_\_\_\_\_  
Representing: \_\_\_\_\_  
Project Title: \_\_\_\_\_  
Telephone/e mail: \_\_\_\_\_  
Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reference 1: \_\_\_\_\_  
Representing: \_\_\_\_\_  
Project Title: \_\_\_\_\_  
Telephone/e mail: \_\_\_\_\_  
Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reference 1: \_\_\_\_\_  
Representing: \_\_\_\_\_  
Project Title: \_\_\_\_\_  
Telephone/e mail: \_\_\_\_\_  
Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Attachment C**  
**SCOPE OF SERVICES**

The City is seeking qualified firms to provide Engineering Services in support of Capital Improvement Projects (CIP's). Please check all boxes that your firm has successful experience in completing:

Water Supply Projects;

- General Domestic Well Design
- General Domestic Test Well Design
- Domestic Well and Treatment Design
- Domestic Disinfection Process (surface and groundwater supply)
- Water Treatment Plant Design and Renovation
- Above Ground Water Storage Tank Design and Renovation

Wastewater Projects;

- Tertiary Treatment Study
- WWTP Drying Beds Design and Renovation
- WWTP Mechanical Operations Design and Renovation

Related experiences with regard to utility design and construction activities:

- Sewer, Water, Storm Drain Master Plan Updates
- Utility Repair and Rehabilitation Evaluations
- CEQA and Environmental Compliance with regard to Capital Projects
- General Permit Related Requirements & Activities
- Utility Preliminary Engineering, including Feasibility Review and Life Cycle Evaluation & Comparisons
  
- Engineering Calculations & Design to Support General Utility Projects
- Preparation of Bid Documents (Plans, Details, & Technical Specifications)
- Construction Phase Engineering
- Construction Cost Estimates
- Water Quality Analysis/Best Management Practice Design Services
- Bid Process and Analysis Activities
- Construction Management Activities
- Engineering & Improvement Studies

**Attachment D**  
**Master Engineering Services Agreement**

**MASTER ENGINEERING SERVICES AGREEMENT**

THIS AGREEMENT, made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between the CITY OF LINDSAY, a municipal corporation, hereinafter referred to as CITY, and \_\_\_\_\_, hereinafter referred to as CONSULTING ENGINEER (CE), and based upon the exchange of mutual promises hereinafter contained, the parties agree as follows:

1. The CITY hereby retains \_\_\_\_\_ as a CE as identified with this Master Agreement for the City of Lindsay. No compensation shall be paid to \_\_\_\_\_ for services as a CE. Services and compensation shall be identified in the form of a separate Task Order.
2. This Master Agreement may be terminated by either party upon thirty (30) days written notice to the other. The term of this Master Agreement shall begin on \_\_\_\_\_, 201\_\_, and extend through \_\_\_\_\_, 201\_\_. Contract extensions may be granted as specified in Section 15 of this agreement.
3. The CITY shall pay CE for their services based on a separate Assigned Task Order. Payments shall be based on a 'Not to Exceed' cost estimate for performance of the identified task, unless the CITY agrees in advance that the task order is not amenable to a 'Not to Exceed' estimate and the work will be done on a time and material basis. All such costs and expenses to be reimbursed by CITY shall be billed monthly and paid by CITY in due course after receipt of billing.
4. The CE will provide all reasonable and necessary facilities equipment, books, supplies, secretarial services, insurance policies and other property or services necessary to carry out and provide the required services pursuant to this Master Agreement and any and all potential Assigned Task Order.
5. It is understood that this Master Agreement provides for the services by the CE for the CITY on a contractual basis and not upon an employer/employee basis.
6. From time to time, the responsible party named in this Master Agreement as the CE may designate other licensed professionals within the company to act in his place or stead in matters relating to affairs of the CITY.
7. It is understood that in the interest of the CITY, CE shall maintain all necessary licenses and certifications in order continue to provide the requested services.
8. The CE shall take care when performing work for private clients within the City of Lindsay's city limits and will not perform work for clients that, in the future, could create conflicts of interest between the CITY and such clients with regard to potential Assigned Task Orders. Any projects within the city limits currently being performed by CE that were started prior to the date of this agreement shall be identified and disclosed by CE prior to execution of this Agreement. All such projects shall be completed by CE as soon as practical. In no event shall CE perform services on behalf of the CITY on, or related to, any such projects.

9. The standard of care for all engineering and related services performed or furnished by CE under this Master Agreement or potential Assigned Task Orders shall be the care and skill ordinarily used by members of Engineer's profession practicing as CE under similar circumstances.
10. CE shall be responsible for the technical accuracy of their services and documents resulting therefrom, and CITY shall not be responsible for discovering deficiencies therein. CE shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CITY furnished information.
11. All documents, records and specifications prepared by CE for the CITY shall be property of the CITY.

12. CE shall maintain the following insurance:

Workers' Compensation	As required by law
Errors and Omissions Liability	\$1,000,000 per occurrence
General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Excess/Umbrella	\$1,000,000 per occurrence \$1,000,000 aggregate
Automobile	\$1,000,000 each accident (bodily injury) \$1,000,000 per accident (property)

13. Neither CITY nor CE may assign, sublet, or transfer any rights under or interest in this Master Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Master Agreement.
14. To the fullest extent permitted by law, CE shall indemnify and hold harmless CITY, CITY'S officers, agents, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CE or CE's officers, directors, partners, employees, agents, and CE's consultants in the performance and furnishing of CE's services under this Master Agreement or Assigned Task Orders. To the fullest extent permitted by law, CITY shall indemnify and hold harmless CE, CE's officers, directors, partners, agents, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CITY or CITY'S officers, agents, and employees with respect to this Master Agreement or Assigned Task Orders.

15. The City Manager and Director of City Services shall annually review or evaluate CE performance or desire of the CE to continue services provided under this Master Agreement. Upon satisfactory review or evaluation, the CITY and CE may extend this Master Agreement for an additional two year contract, up to a four year maximum extension if said conditions are satisfactory to both parties.

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

CITY OF LINDSAY  
A Municipal Corporation

Attest

City Manager

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

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

By \_\_\_\_\_  
Principal

## MEMORANDUM

Date: October 27, 2015

To: Lindsay City Council

From: William Zigler, Interim City Manager

**Subject:** Discussion Item: Using Facilitator for Upcoming Study Session on City Council Goals/City Manager Hiring Process

---

---

On October 13, 2015 Mayor Padilla requested a study session to discuss setting city goals in support of hiring a permanent city manager. In addition desired qualifications, pay range, funding source, and timeline to conduct the hire would be addressed in this study session and subsequent Council meetings, as needed. In tonight's discussion staff would like to explore with Council the possibility of utilizing a professional facilitator for this process.

Respectfully Submitted,



William Zigler  
Interim City Manager