



# LINDSAY CITY COUNCIL MEETING: REGULAR MEETING

251 E. Honolulu St., Lindsay, CA 93247  
Tuesday, April 10, 2018 @ 6:00PM

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

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<b>1</b>	<b>INFORMATION ITEM</b> Lisa Salinas, Activities Director	Introduction of 2018 Orange Blossom Queen, Queen's Court & Honored Couple.
<b>2</b>	<b>COUNCIL REPORTS</b> Council Members	City Council Members report on recent, current or upcoming events, activities or matters.
<b>3</b>	<b>LHS STUDENT REPORT</b> Denise Macias	Student reports on recent, current or upcoming events, activities or matters related to the High School.
<b>4</b>	<b>STAFF REPORT</b> Bill Zigler, City Manager	City Manager reports on recent, current or upcoming events, activities or matters.
<b>5</b>	<b>CONSENT CALENDAR</b> Mayor ProTem, Salinas Agenda Packet Pages 1-25	<ol style="list-style-type: none"><li>1. City Council Meeting Minutes for March 27, 2018</li><li>2. Warrant List for March 9<sup>th</sup> &amp; 23<sup>rd</sup>, 2018</li><li>3. Temporary Use Permit 18-12 Orange Blossom Festival Alley Closure</li><li>4. PSW Agreement</li></ol>
<b>6</b>	<b>RESOLUTION 18-14</b> Brian Spaunhurst, Assistant City Planner Agenda Packet Pages 26-39	Site Plan Review 18-11: Hermosa/Westwood Roundabout Design Review

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Materials related to an Agenda item submitted to the legislative body after distribution of the Agenda Packet are available for public inspection in the office of the City Clerk during normal business hours. Complete agenda is available at [www.lindsay.ca.us](http://www.lindsay.ca.us). In compliance with the Americans with Disabilities Act & Ralph M. Brown Act, if you need special assistance to participate in this meeting, or to be able to access this agenda and documents in the agenda packet, please contact the office of the City Clerk at (559) 562-7102 x 8020. Notification 48 hours prior to the meeting will enable the City to ensure accessibility to this meeting and/or provision of an alternative format of the agenda and documents in the agenda packet.



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<b>7 ACTION ITEM</b> Bill Zigler, City Manager	Request for Council to Provide a Letter to County Requesting Fire Services
<b>8 ACTION ITEM</b> Bill Zigler, City Manager Agenda Packet Page 40	Request for Council Members to Serve on a Budget Committee Staff requests two Council Members to serve on a budget committee to advise staff as it develops the draft 2018-19 City Budget.
<b>9 FUTURE AGENDA ITEMS</b> Council Member	Council members request items for future agendas.
<b>10 EXECUTIVE SESSION</b>	No executive session
<b>11 ADJOURN</b> Mayor Kimball	Council adjourns meeting. The next Regular City Council meeting will be held at 251 E. Honolulu Street, Lindsay at 6:00PM on April 24, 2018.

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# LINDSAY CITY COUNCIL MEETING: REGULAR MEETING

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 Tuesday, March 27, 2018 @ 6:00PM

- CALL TO ORDER:** 6:00pm
- ROLL CALL:** Council Members Velasquez, Watson, Cortes, Mayor Pro Tem Salinas & Mayor Kimball  
 Present: Council member Cortes absent with notice; all others present
- PLEDGE:** Council Member Watson
- INVOCATION:** Pastor Dale Rains, New Beginnings Family Fellowship
- PUBLIC COMMENT** The public is invited to comment on any subject under the jurisdiction of the Lindsay City Council, including agenda items, other than noticed public hearings. Comments shall be limited to three minutes per person, with 30 minutes overall for the entire comment period, unless otherwise indicated by the Mayor. Participants speak at the stand after clearly stating their name for the Clerk.

Speaker	Comments
Eric Sinclair	Commented on school security and the need for security. Commented on children marching. Talked about marching when he was in the military. Proud of the schools and school systems and security.

**1 COUNCIL REPORTS** City Council Members report on recent, current or upcoming events, activities or matters  
 Council Members

Speaker	Comments
Velasquez	Economic Development Board of Tulare County met last week. The Governor designated 16 census tracts in Tulare County for Opportunity Zones. Encourages high poverty areas with little business to receive business investment.
Watson	Nothing
Cortes	Absent with notice – visiting Ono City – Sister City in Japan.
Salinas	Orange Blossom in a couple weeks. Looking for vendors and parade entries.
Kimball	Arranged with Gary for the Council to use one of the oldest fire trucks in the parade.

**2 LHS STUDENT REPORT** Student reports on recent, current or upcoming events, activities or matters related to the High School  
 Denise Macias

Speaker	Comments
Macias	On Spring Break. Preparing for Prom and Grad Night after students returns on 4/3. Wished everyone a Happy Easter.

**3 STAFF REPORT** City Manager reports on recent, current or upcoming events, activities or matters  
 Bill Zigler, City Manager

Speaker	Comments
Zigler	TCAG approved agreement. City needs to present a formal request to outsource fire service to the County. Will also make formal request for cameras from the Tribe. Looking at lighting options for the soccer complex (for discussion at future date). The Water Treatment Plant was down for maintenance. It will be back on line this week. Surface Water allocation is now at 60% for the year thanks to the recent rains. Working on grading plans for the soccer complex.



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	Spring clean up April 5, 6, and 7 <sup>th</sup> . Flooding at the Wellness Center during the rain storm. Have identified the cause and are fixing it. Wellness Center membership drive is going well. Ono City fundraising dinner at Wellness Center on April 7, 2018.
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- 4 CONSENT CALENDAR**
- Mayor Kimball  
 Agenda Packet Pages 1-14
1. City Council Meeting Minutes for March 13, 2018
  2. Warrant List for March 9, 2018
  3. DBP Notice

**Motion & Vote**

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

- 5 INFORMATION ITEM**
- Linda Ledesma  
 Agenda Packet Page 15
- Proclamation**  
 Declaring April Child Abuse Awareness Month

Speaker	Comments
Ledesma	Welcomed the PACE parents. Kicking off the awareness of and prevention of child abuse with Wear Blue Day. They will hang signs and blue ribbons around town. The PACE families have helped put the ribbons together. Thanked the Council/City for its support. Working diligently to support the families and to help the children to have a healthy environment. Received five-year funding for healthy start to continue the efforts.
Kimball	Read and present a Proclamation regarding the rights of children to a safe and nurturing childhood. Proclaim April Child Abuse Prevention Month. Called on everyone to work together to increase awareness.

- 6 INFORMATION ITEM**
- PSW Staff
- PORTERVILLE SHELTER WORKSHOP**  
 Presentation on the programs they provide in Lindsay.

Speaker	Comments
PSW Staff	Presented information about how Porterville Shelter Workshop promotes self-worth. They assist individuals with disabilities achieve a more independent and productive life. Covered PSW's history, services offered, current client census/future growth and plans. Have contracts with businesses for work training and employment. The participants enjoy doing the work and earning money. Work hard to inspire the individuals to work hard and earn money. Teach practical living skills. Integrate in the community by going to local businesses for shopping or eating. The Lindsay business owners have always been very patient and encouraging. Really enjoy spending time at the park, horse shoe pits, McDermont and bbq. Help others through service projects and acts of kindness. Deliver items they have made to Valley Children's twice per year. Welcomed everyone to stop by and see the individuals and what they do. Presented census information regarding the clients served and where clients live.
Watson	Asked about whether PSW needs more space?
PSW	Would like to expand over the next few years and to enlarge the building.
Zigler	Community Center has benefited by PSW being in the north end of the building.



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**7 ACTION ITEM** **WELL 15 CONTACT TIME PROJECT**  
 Mike Camarena, City Services Award Well 15 Contact Time Project to JT2, Inc. dba Todd Companies, of Visalia  
 Agenda Packet Pages 16-18

Speaker	Comments
Camarena	Presented the staff report for this project. JT2, Inc., doing business as Todd Companies presented the best bid value. City has funds available from Proposition 84 grant and money from Self Help Enterprises program to fund the project.

**Motion & Vote**

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

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

None	
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**9 EXECUTIVE SESSION** No executive session

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

**Motion & Vote**

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

ATTEST:

CITY COUNCIL OF THE CITY OF LINDSAY

Bret Harmon, City Clerk

Pamela Kimball, Mayor

(SP 30-31)

FUND	Check #	Date	Vendor #	Vendor Name	Description	Amount
<b>TOTAL</b>						<b>\$ 351,834.55</b>
101 - GENERAL FUND	91844	3/9/2018	5457	AUTO ZONE COMMERCIA	MTR OIL FOR SHOP TR	\$ 230.54
101 - GENERAL FUND	91846	3/9/2018	76	CENTRAL VALLEY BUSI	SERVICE REQUESTS	\$ 227.29
101 - GENERAL FUND	91849	3/9/2018	5832	CINTAS CORPORATION	621436878	\$ 1,086.59
101 - GENERAL FUND	91850	3/9/2018	279	CITY OF PORTERVILLE	CNG	\$ 1,575.99
101 - GENERAL FUND	91852	3/9/2018	2319	COMPUTER SYSTEMS PL	MANAGED ANTIVIRUS	\$ 45.00
101 - GENERAL FUND	91853	3/9/2018	6230	CRISTINA SOLIS	ARBOR REFUND DEPOSI	\$ 100.00
101 - GENERAL FUND	91857	3/9/2018	6118	CVIN LLC D.B.A. VAS	3/1/18100MBPSINTERN	\$ 525.00
101 - GENERAL FUND	91859	3/9/2018	119	DOUG DELEO WELDING	REPAIR PARK TABLES	\$ 4,747.67
101 - GENERAL FUND	91861	3/9/2018	2781	FRED PRYOR SEMINARS	SANDY EXCEL CLASS	\$ 444.00
101 - GENERAL FUND	91865	3/9/2018	148	GOMEZ AUTO & SMOG	2006 FORD CROWN	\$ 2,765.21
101 - GENERAL FUND	91866	3/9/2018	5647	GRISWOLD,LASSALLE,C	22752.007	\$ 3,694.97
101 - GENERAL FUND	91869	3/9/2018	6219	JEFFERY W. LOGAN	#21 REPAIR BUMPER	\$ 474.15
101 - GENERAL FUND	91870	3/9/2018	4378	JOSEPH H AVINA	2/11/2018 TO 2/24/1	\$ 924.00
101 - GENERAL FUND	91874	3/9/2018	4956	LAWRENCE TRACTOR CO	JOHN DEERE MOWER	\$ 271.40
101 - GENERAL FUND	91876	3/9/2018	4067	LINCOLN NAT'L INSUR	DENTAL PLAN MARCH20	\$ 2,981.09
101 - GENERAL FUND	91878	3/9/2018	6264	MARIA MARTINEZ	CLEANING@CITYMANAGE	\$ 562.50
101 - GENERAL FUND	91879	3/9/2018	234	MARTIN'S TIRE & AUT	TIRE #82 FLATBED	\$ 251.10
101 - GENERAL FUND	91881	3/9/2018	5625	NGLIC-SUPERIOR VISI	VISION PLAN MARCH20	\$ 366.57
101 - GENERAL FUND	91882	3/9/2018	1565	OACYS.COM INC	CF WEBHOSTING	\$ 339.95
101 - GENERAL FUND	91885	3/9/2018	3260	PACIFIC EMPLOYERS	DUES 2ND QTR 2018	\$ 180.00
101 - GENERAL FUND	91887	3/9/2018	5713	PPG ARCHITECTURAL F	PARKS/PAINTS	\$ 306.93
101 - GENERAL FUND	91891	3/9/2018	5624	SIERRA SANITATION,	KAKU PARK -PRTA POT	\$ 315.76
101 - GENERAL FUND	91892	3/9/2018	310	SOUTHERN CA. EDISON		\$ 34,616.63
101 - GENERAL FUND	91894	3/9/2018	6146	SUPERION, LLC	SUPERION MARCH 2018	\$ 3,209.85
101 - GENERAL FUND	91895	3/9/2018	144	THE GAS COMPANY	033-515-9120-5	\$ 662.56
101 - GENERAL FUND	91920	3/9/2018	4849	U.S. BANK EQUIPMENT	250IF COPIER	\$ 1,402.37
101 - GENERAL FUND	91924	3/9/2018	1604	VISA	AMAZON C HUGHES CC	\$ 3,725.93
101 - GENERAL FUND	91926	3/9/2018	6262	VIVINT SOLAR DEVELO	RFND BLD PMT 102040	\$ 144.00
101 - GENERAL FUND	91937	3/23/2018	7	AG IRRIGATION SALES	PARK SUPPLIES	\$ 903.72
101 - GENERAL FUND	91938	3/23/2018	1858	ALL PRO FIRE AND SA	OLIVE BOWL CONS.STA	\$ 57.02
101 - GENERAL FUND	91940	3/23/2018	3428	AT&T MOBILITY	01/9/18-2/8/18	\$ 92.14
101 - GENERAL FUND	91941	3/23/2018	5457	AUTO ZONE COMMERCIA	OIL FOR TRUCKS	\$ 157.60
101 - GENERAL FUND	91943	3/23/2018	6268	BLUE360 MEDIA LLC	PENAL CODE HANDBOOK	\$ 190.96
101 - GENERAL FUND	91945	3/23/2018	6250	CENTRAL VALLEY TOXI	CASE 17-1906 GARCIA	\$ 503.00
101 - GENERAL FUND	91946	3/23/2018	3845	CHADS AUTO GLASS	FORD FUSION LPD	\$ 257.32
101 - GENERAL FUND	91947	3/23/2018	279	CITY OF PORTERVILLE	ANIMAL01-000680 JA	\$ 944.00
101 - GENERAL FUND	91948	3/23/2018	4322	CO OF TULARE-INFORM	RADIO COMMUNICA FEB	\$ 330.90
101 - GENERAL FUND	91951	3/23/2018	316	DEPT OF JUSTICE	BLOOD ALCOHOL JAN	\$ 1,002.00
101 - GENERAL FUND	91954	3/23/2018	4460	EVANS FEED & LIVEST	BLACK GOLD	\$ 52.80
101 - GENERAL FUND	91955	3/23/2018	6267	EVERGREEN LANDSCAPE	CITY HALL TREE TRIM	\$ 6,550.01
101 - GENERAL FUND	91956	3/23/2018	129	FEDEX	789523306704	\$ 11.31
101 - GENERAL FUND	91958	3/23/2018	6010	FRONTIER COMMUNICAT	209-042-9309	\$ 1,527.51
101 - GENERAL FUND	91959	3/23/2018	148	GOMEZ AUTO & SMOG	2005 FORD CROWN	\$ 3,021.98
101 - GENERAL FUND	91962	3/23/2018	4378	JOSEPH H AVINA	2/25-3/10/18 BLD IN	\$ 3,274.96
101 - GENERAL FUND	91963	3/23/2018	6100	KEENAN & ASSOCIATES	MARCH MEDICAL PLAN	\$ 47,746.98
101 - GENERAL FUND	91964	3/23/2018	4956	LAWRENCE TRACTOR CO	VBELT MOWER	\$ 84.36
101 - GENERAL FUND	91966	3/23/2018	6270	LIFESTYLE SOLAR	PERMIT CANCEL	\$ 144.00
101 - GENERAL FUND	91967	3/23/2018	6225	LIFTOFF LLC	OFFICE 365 1 LICENS	\$ 30.00
101 - GENERAL FUND	91969	3/23/2018	1422	LINDSAY TRUE VALUE	FEB. 2018 INVOICES	\$ 645.66
101 - GENERAL FUND	91971	3/23/2018	6271	MANUEL SANTOS	REFUND RENTAL	\$ 170.00
101 - GENERAL FUND	91972	3/23/2018	234	MARTIN'S TIRE & AUT	PD BALANCE,TIREDISP	\$ 539.28
101 - GENERAL FUND	91974	3/23/2018	4323	OASIS	MARCH18-MAY2018	\$ 115.00
101 - GENERAL FUND	91975	3/23/2018	272	PITNEY BOWES INC.	POSTAGE	\$ 2,000.00
101 - GENERAL FUND	91977	3/23/2018	276	PORTERVILLE RECORDE	SMOKING NOTICE	\$ 584.68
101 - GENERAL FUND	91979	3/23/2018	285	QUILL CORPORATION	CITY HALL CLEAN	\$ 1,405.33
101 - GENERAL FUND	91980	3/23/2018	6269	SABRINA CORONEL	ARBOR DEPOSIT	\$ 100.00
101 - GENERAL FUND	91982	3/23/2018	6266	SEQUOIA DOOR INC	CHMBR CMRCE ROLLDOO	\$ 60.00
101 - GENERAL FUND	91983	3/23/2018	5314	SHRED-IT USA LLC	2/7/18 & 2/26/18	\$ 121.25
101 - GENERAL FUND	91985	3/23/2018	310	SOUTHERN CA. EDISON	2-31-637-6656	\$ 3,721.52
101 - GENERAL FUND	91987	3/23/2018	6146	SUPERION, LLC	APRIL 2018	\$ 3,209.85
101 - GENERAL FUND	91989	3/23/2018	2658	THE FOOTHILLS SUN-G	OBF MAGAZINE	\$ 589.00
101 - GENERAL FUND	91990	3/23/2018	144	THE GAS COMPANY	031-415-9000	\$ 4,835.72
101 - GENERAL FUND	91991	3/23/2018	5792	THOMSON REUTERS - W	FEB 2018	\$ 239.00
101 - GENERAL FUND	91994	3/23/2018	957	TULARE COUNTY PROBA	10/01/2017-12/31/17	\$ 1,393.25
101 - GENERAL FUND	91998	3/23/2018	1041	VERIZON WIRELESS	ACT642066758 PD	\$ 255.19
101 - GENERAL FUND	91999	3/23/2018	5482	ZONE AIR CONDITIONI	HEATER @ PD LABOR	\$ 80.00
261 - GAS TAX FUND	91855	3/9/2018	4632	CTL-SEE'S, INC.	COMP.TEST ASHLND AL	\$ 1,745.00
261 - GAS TAX FUND	91868	3/9/2018	5541	JACK DAVENPORT SWEE	FEB.2018 SERV	\$ 3,000.00

FUND	Check #	Date	Vendor #	Vendor Name	Description	Amount
261 - GAS TAX FUND	91927	3/9/2018	382	ZUMAR INDUSTRIES IN	STOP SIGNS	\$ 2,313.13
300 - MCDERMONT OPERAT	91867	3/9/2018	6253	HARDCASTLE SPECIALT	FIRE ALARM ,MONITOR	\$ 175.00
300 - MCDERMONT OPERAT	91896	3/9/2018	3396	THYSSENKRUPP ELEVAT	FIRE TEST ELEVATOR	\$ 190.50
300 - MCDERMONT OPERAT	91923	3/9/2018	4865	VALLEY ELECTRICAL S	GRN EXIT W/B UP	\$ 498.34
300 - MCDERMONT OPERAT	91981	3/23/2018	298	SAVE MART SUPERMARK	MCD12/19/17	\$ 35.42
300 - MCDERMONT OPERAT	91984	3/23/2018	1776	SMART & FINAL	MCD12/29/17	\$ 37.56
400 - WELLNESS CENTER	91848	3/9/2018	5930	CHRIS ALLARD	FEB WELLNESS SERVIC	\$ 200.00
400 - WELLNESS CENTER	91858	3/9/2018	6039	DINA RESTIVO	YOGA CLASS @ WELLNE	\$ 840.00
400 - WELLNESS CENTER	91860	3/9/2018	6040	ERMELINDA PUENTES	FIT & TONE CLASS	\$ 575.00
400 - WELLNESS CENTER	91864	3/9/2018	6010	FRONTIER COMMUNICAT	WELLNESS	\$ 437.91
400 - WELLNESS CENTER	91871	3/9/2018	5804	KELSIE AVINA	ZUMBA @ WELLNESS	\$ 175.00
400 - WELLNESS CENTER	91872	3/9/2018	5448	KIRBY D. MANNON	EXERCISE CLASS	\$ 150.00
400 - WELLNESS CENTER	91873	3/9/2018	3560	KNORR SYSTEMS, INC	POOL TEST	\$ 100.89
400 - WELLNESS CENTER	91875	3/9/2018	5788	LINCOLN AQUATICS	BULK LIQUID CHLORIN	\$ 710.82
400 - WELLNESS CENTER	91877	3/9/2018	6260	LLEON SERVICES	CHEMICAL BAL CONSUL	\$ 2,000.00
400 - WELLNESS CENTER	91884	3/9/2018	4204	ORKIN PEST CONTROL	PEST CONTROL WELLNE	\$ 121.89
400 - WELLNESS CENTER	91886	3/9/2018	6019	PORTERVILLE PRIVATE	WELLNESS SECURITY S	\$ 102.00
400 - WELLNESS CENTER	91890	3/9/2018	3208	SHANNON PATTERSON	WATER AEROBIC CLASS	\$ 150.00
400 - WELLNESS CENTER	91893	3/9/2018	4914	STEPHANIE VELASQUEZ	ZUMBA @ WELLNESS	\$ 245.00
400 - WELLNESS CENTER	91950	3/23/2018	5863	DEPARTMENT OF INDUS	CONVEYANCE#160590	\$ 225.00
400 - WELLNESS CENTER	91952	3/23/2018	3733	DIRECTV	WELLNESS 059208625	\$ 202.84
400 - WELLNESS CENTER	91960	3/23/2018	1391	HOME DEPOT	UTILITY BULB	\$ 632.28
400 - WELLNESS CENTER	91965	3/23/2018	1457	LESLIE'S POOL SUPPL	HAZMAT STKR,ACID,CH	\$ 133.84
400 - WELLNESS CENTER	91968	3/23/2018	5788	LINCOLN AQUATICS	HYPOCHLORITE SOLUTI	\$ 557.32
400 - WELLNESS CENTER	91970	3/23/2018	3819	LISA DAVIS	WATER-FOR WELLNESS	\$ 16.76
400 - WELLNESS CENTER	91976	3/23/2018	6019	PORTERVILLE PRIVATE	3/10/18 AND 3/3/18	\$ 127.50
400 - WELLNESS CENTER	91978	3/23/2018	5684	QUIK-ROOTER	WELLNESS KITCHEN	\$ 287.50
400 - WELLNESS CENTER	91988	3/23/2018	5899	SUPPLYWORKS	SANTIZER HAND GEL	\$ 62.61
400 - WELLNESS CENTER	91992	3/23/2018	3396	THYSSENKRUPP ELEVAT	WELLNESS	\$ 302.03
400 - WELLNESS CENTER	91993	3/23/2018	1664	TU CO ENVIRONMENTAL		\$ 233.00
552 - WATER	91845	3/9/2018	51	BSK	BSK TESTING	\$ 4,915.00
552 - WATER	91847	3/9/2018	2839	CENTRAL VALLEY PROJ	2018 DUES	\$ 750.00
552 - WATER	91856	3/9/2018	102	CULLIGAN	ACCT.154799	\$ 458.75
552 - WATER	91862	3/9/2018	3478	FRESNO PIPE & SUPPL	WATER DEPT	\$ 2,401.44
552 - WATER	91863	3/9/2018	137	FRIANT WATER AUTHOR	CONVEYANCE COSTS	\$ 4,416.48
552 - WATER	91888	3/9/2018	6095	RALPH GUTIERREZ WAT	CPO WATER TREATMENT	\$ 4,000.00
552 - WATER	91889	3/9/2018	6263	ROBYN HOTCHKISS	REFUND WATER PMT	\$ 59.80
552 - WATER	91921	3/9/2018	2960	UNITED STATES BUREA	RECAP 5-07-20W428L	\$ 14,322.36
552 - WATER	91922	3/9/2018	5413	UNIVAR USA INC	CHEMICALS/WELL	\$ 644.12
552 - WATER	91925	3/9/2018	6261	VISALIA TARPS SERVI	TARP COVER CLARIFIE	\$ 4,634.75
552 - WATER	91944	3/23/2018	51	BSK	WATER TESTING	\$ 2,143.00
552 - WATER	91953	3/23/2018	119	DOUG DELEO WELDING	INSTALL FLANGE/WELL	\$ 400.23
552 - WATER	91957	3/23/2018	3461	FERGUSON ENTERPRISE	20 STRT BALL CURB L	\$ 4,753.81
552 - WATER	91961	3/23/2018	6219	JEFFERY W. LOGAN	HONOLULU/CANAL PLAT	\$ 175.00
552 - WATER	91973	3/23/2018	1991	NTU TECHNOLOGIES, I	1000 GAL CHEMICAL W	\$ 6,919.00
552 - WATER	91997	3/23/2018	356	USA BLUEBOOK	CL17 TOTAL CHLORINE	\$ 3,852.94
553 - SEWER	91939	3/23/2018	5493	AQUA NATURAL SOLUTI	MICROBE LIFT/SLUDGE	\$ 1,807.61
553 - SEWER	91942	3/23/2018	5845	BERNARDINO VILLANUE	TRVL EXPNSE 4/11-4/	\$ 309.00
553 - SEWER	91949	3/23/2018	5320	CRWA	WASTESWATER CERT DI	\$ 250.00
554 - REFUSE	91880	3/9/2018	5852	MID VALLEY DISPOSAL	NOV 2018 BILLING	\$ 69,153.12
600 - CAPITAL IMPROVEME	91883	3/9/2018	2885	OMNI MEANS INC.	ROUNABOUT DESIGN	\$ 29,364.50
700 - CDBG REVOLVING LN	91854	3/9/2018	6265	CRUZ LOPEZ	REFUND OVERPAYMENT	\$ 400.00
779 - 00-HOME-0487	91897	3/9/2018	4922	TRAVELERS INDEMNITY	A.LOPEZ HOMEOWNERS	\$ 624.00
779 - 00-HOME-0487	91898	3/9/2018	336	TULARE COUNTY TAX C	MARIA GUARDADO	\$ 692.32
779 - 00-HOME-0487	91899	3/9/2018	336	TULARE COUNTY TAX C	LOWERY KIRK	\$ 1,299.20
779 - 00-HOME-0487	91900	3/9/2018	336	TULARE COUNTY TAX C	NAVARRO JACQUELINE	\$ 1,059.71
779 - 00-HOME-0487	91901	3/9/2018	336	TULARE COUNTY TAX C	AVINA JOSEPH	\$ 1,350.43
779 - 00-HOME-0487	91902	3/9/2018	336	TULARE COUNTY TAX C	PARAMO MARIO	\$ 465.52
779 - 00-HOME-0487	91903	3/9/2018	336	TULARE COUNTY TAX C	VARELA SILVESTRE	\$ 533.51
779 - 00-HOME-0487	91904	3/9/2018	336	TULARE COUNTY TAX C	STEPHENS	\$ 601.61
779 - 00-HOME-0487	91905	3/9/2018	336	TULARE COUNTY TAX C	BALGAITH SALEM	\$ 1,198.32
779 - 00-HOME-0487	91906	3/9/2018	336	TULARE COUNTY TAX C	MAGANA SUSANA	\$ 1,016.74
779 - 00-HOME-0487	91907	3/9/2018	336	TULARE COUNTY TAX C	SAID MOHSIN	\$ 1,053.04
779 - 00-HOME-0487	91908	3/9/2018	336	TULARE COUNTY TAX C	RAFAEL GUTIERREZ	\$ 1,081.65
779 - 00-HOME-0487	91909	3/9/2018	336	TULARE COUNTY TAX C	ANDREA LOPEZ	\$ 1,039.45
779 - 00-HOME-0487	91910	3/9/2018	336	TULARE COUNTY TAX C	VILLA JESUS	\$ 1,233.83
779 - 00-HOME-0487	91911	3/9/2018	336	TULARE COUNTY TAX C	ESPINOZA RITO	\$ 1,039.45
779 - 00-HOME-0487	91912	3/9/2018	336	TULARE COUNTY TAX C	GONZALEZ JOSE	\$ 1,075.09
779 - 00-HOME-0487	91913	3/9/2018	336	TULARE COUNTY TAX C	CORTEZ JORGE	\$ 1,039.45
779 - 00-HOME-0487	91914	3/9/2018	336	TULARE COUNTY TAX C	AVALOS JORGE	\$ 646.97
779 - 00-HOME-0487	91915	3/9/2018	336	TULARE COUNTY TAX C	ANDRADE JUAN	\$ 774.12

FUND	Check #	Date	Vendor #	Vendor Name	Description	Amount
779 - 00-HOME-0487	91916	3/9/2018	336	TULARE COUNTY TAX C	JOSE HERNANDEZ	\$ 650.75
779 - 00-HOME-0487	91917	3/9/2018	336	TULARE COUNTY TAX C	MOOR JUDITH	\$ 707.97
779 - 00-HOME-0487	91918	3/9/2018	336	TULARE COUNTY TAX C	ADRIANA ANDRADE	\$ 629.91
779 - 00-HOME-0487	91919	3/9/2018	336	TULARE COUNTY TAX C	PEREZ SANDY	\$ 651.91
779 - 00-HOME-0487	91986	3/23/2018	3634	STATE FARM GENERAL	L97-14 A. ANDRADE	\$ 470.00
779 - 00-HOME-0487	91995	3/23/2018	336	TULARE COUNTY TAX C	L10852 TINOCO	\$ 656.75
779 - 00-HOME-0487	91996	3/23/2018	336	TULARE COUNTY TAX C	L10852 TINOCO	\$ 1,558.12
883 - SIERRA VIEW ASSESSM	91851	3/9/2018	6090	CLEAN CUT LANDSCAPE	DIST C	\$ 2,845.33





## STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA  
DATE: APRIL 10, 2018  
AGENDA #: 5.3  
STAFF: BRIAN SPAUNHURST, ASSISTANT CITY PLANNER, 562-7102  
EX. 8032, BSPAUNHURST@LINDSAY.CA.US

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### AGENDA ITEM

TITLE	Temporary Use Permit 18-12 Orange Blossom Festival Alley Closure
ACTION	Requested Approval of Temporary Use Permit
PURPOSE	Discretionary Action
COUNCIL OBJECTIVE(S)	Increase our keen sense of identity in a physically connected and involved community. Dedicate resources to retain a friendly, small-town atmosphere. Stimulate, attract and retain local businesses. Advance economic diversity.

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### RECOMMENDATION

Minute Order Approval

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### BACKGROUND | ANALYSIS

Johnny Estrada of the Orange Bar has requested alley closure for a portion of the alley located south of Honolulu Street (event site plan attached) between 10 am on April 14, 2018 and 2 am on April 15, 2018 in support of the annual Orange Blossom Festival. Trash cans and Four porter-potties will be provided.

An event of this nature requires a certificate of insurance, indemnifying the City, to be provided by the Applicant.

There has been no negative feedback or issues from previous events. Pending Council approval, staff will coordinate event requirements with City Services and Public Safety. Staff requests Minute Order approval of the alley closure for the Super bowl event as shown.

### ALTERNATIVES

- Approve with alterations.
  - Table item and direct staff to gather additional information.
  - Deny Temporary Use Permit.
-



## STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA  
DATE: APRIL 10, 2018  
AGENDA #: 5.3  
STAFF: BRIAN SPAUNHURST, ASSISTANT CITY PLANNER, 562-7102  
EX. 8032, BSPAUNHURST@LINDSAY.CA.US

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

Approval of this request will benefit the City of Lindsay as it assists in meeting the Council Objectives Identified.

Impacts include staff time and resources required to coordinate the temporary street closure and ensure site cleanup is completed by the applicant.

### *ENVIRONMENTAL REVIEW*

This is a temporary event that would not result in permanent physical changes to the existing environment and facilities. This project is exempt per CEQA Article 19, Section 15301 "Existing Facilities".

### *POLICY ISSUES*

None

### *PUBLIC OUTREACH*

Posted in this agenda

### *ATTACHMENTS*

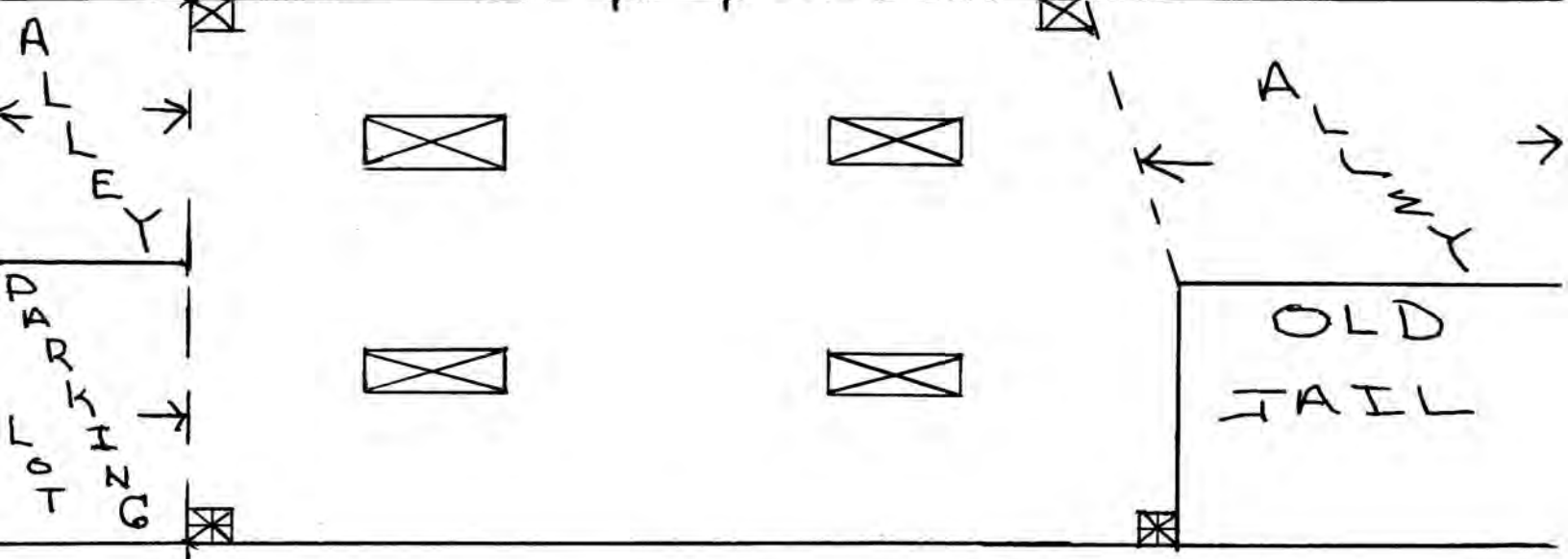
- Event Site Plan

HONOLULU STREET

THE  
ORANGE  
BAR

LEGEND

-  Table
-  Trash Can
-  Temporary Fencing
-  Portable Toilets



AUTO REPAIR GARAGE



## STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA  
DATE: April 10, 2018  
AGENDA #: 5.5  
STAFF: William Zigler, City Manager, 559-562-7102, wzigler@lindsay.ca.us

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### *AGENDA ITEM*

**TITLE** PSW Lease Agreement for North end of the Lindsay Community Center

**ACTION** None – Information only

**PURPOSE** Statutory/Contractual Requirement

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

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### *BACKGROUND | ANALYSIS*

The Porterville Sheltered Workshop (PSW) has been providing services to the local developmentally disabled community at the Lindsay Community Center via a contract since 2009. The creation of that contract was in response to the long commute times experienced by local residents traveling to and from the Porterville facility. That contract allowed the Porterville Sheltered Workshop to use the north end of the facility to provide services to their clients, it required them to provide maintenance on the entire facility and it required that they cover the utility costs for the facility.

From the City's perspective a relationship with the Porterville Sheltered Workshop would benefit the developmentally disabled community, Lindsay's Senior population, who also used the Community Center and the City, which was looking for solutions to address required maintenance on the Community Center. Section 1.B of PSW Community Center contract with the City allowed for a ten (10) year renewal in 2018, providing all parties were satisfied with the arrangement as defined in that contract. PSW has maintained the Community Center facility as required and has provided excellent service to the local developmentally disabled community, meeting their contractual obligations.

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

The renewal of the PSW contract allows for continued services benefitting the local developmentally disabled community and additionally provides for continued upkeep of the Lindsay Community Center, which is the base from which CSET provides services for Lindsay's local Senior Citizen community.

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## STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA  
DATE: April 10, 2018  
AGENDA #: 5.5  
STAFF: William Zigler, City Manager, 559-562-7102, wzigler@lindsay.ca.us

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### *ENVIRONMENTAL REVIEW*

N/A

### *POLICY ISSUES*

None

### *PUBLIC OUTREACH*

PSW representatives presented a PowerPoint presentation outlining their services at the March 27, 2018 City Council meeting. Further information related to their presentation was featured in the Porterville Recorder.

### *ATTACHMENTS*

- New PSW Contract.

# LEASE AGREEMENT

BETWEEN THE

CITY OF LINDSAY AND THE PORTERVILLE SHELTERED WORKSHOP (PSW)

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This Lease Agreement (the "Lease") is made and entered into this 1st day of April, 2018 by and between the **CITY OF LINDSAY**, a California chartered municipal governmental entity ("Landlord") and the **PORTEVILLE SHELTERED WORKSHOP, INC.**, a California Corporation ("Tenant") also known as **PSW**.

**WHEREAS**, the City of Lindsay finds that the Tenant provides a valuable and meaningful service to the community by providing services to over 600 developmentally disabled adults in Southern Tulare County in over ten different programs and at four different facilities; and

**WHEREAS**, Landlord is the owner of that certain building referred to as the Lindsay Strathmore Community Center, which is situated in Lindsay, California, and commonly known and numbered as 911 Parkside Avenue, Lindsay, CA 93247. (hereinafter referred to as the "Premises")

**WHEREAS**, Landlord desires to lease the North Assembly room of said Premises, and the remainder of said building inasmuch as it is not being used or occupied by seniors, to Tenant for the purpose of continuing to serve the community and the developmentally disabled in Southern Tulare County from Landlord for term, at the rental and upon the covenants, conditions, and provisions set forth herein.

**THEREFORE**, in consideration of the mutual promises contained herein, and other good and valuable consideration, it is agreed:

1. **Term.**

A. **Term.** Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the same from Landlord, for a "Second Term" of ten (10) years beginning on or about April 1, 2018 and ending March 31, 2028. The initial term of this lease began on April 1, 2008 for a period of ten (10) years.

Landlord shall use its best efforts to provide Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

B. **Renewal Term.** Tenant may renew the Lease for an extended and successive term of five (5) years provided Tenant is not, at the date of such election, in default hereunder of such a nature as would allow Landlord to terminate the Lease. Tenant shall exercise such renewal option, if at all, by giving written notice to Landlord not less than six (6) months prior to the expiration of the Initial Term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

C. **Holding Over.** In the event that Tenant holds over after the termination of this Lease agreement, if not extended, such holding over shall be deemed to be a year-to-year tenancy at the same rental terms discussed below, and under the same terms, covenants and conditions, as herein contained, in a manner provided by law.

D. **Termination.** In the event that Tenant's use of the premises continues to be unprofitable for an extended length of time, Tenant may terminate this lease without penalty by giving 90 days written notice to Landlord.

## **2. Premises.**

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises, for the term, at the rental, and upon all of the terms, conditions, and covenants set forth in this Lease. Landlord shall deliver Premises to Tenant in such condition that Tenant may immediately occupy and begin to use said Premises for the stated purpose. Tenant agrees, when seniors are using other portions of the building, to confine its activities to the unoccupied portions of the building so as not to unduly interfere with the programs and activities of the seniors; otherwise, when seniors are not present, Tenant is free to utilize the entire building for its stated purposes and activities.

Tenant also agrees, as partial consideration for this lease agreement, to make the North Assembly room and parking area of the premises available to public service groups, and religious and fraternal organizations within the community of Lindsay or adjacent thereto, for meetings and other activities or events, when such facilities are not in use or required by the Tenant. Tenant agrees to make said facilities available to organizations to the extent such groups are utilizing the facilities for non-profit purposes.

At the discretion of the Landlord, the facilities may be made available for fund raising, weddings, or other revenue producing events at times that will not interfere with Tenant's normal operations. Organizations and groups utilizing facilities will purchase adequate insurance and employ bonded security services at their own expense as required. The Landlord may charge any group the cost of repairs and/or rehabilitation of facilities damaged while in use by said group, and Tenant shall not be responsible for any damage done to the premises by any such group using the premises. Any repairs required because of damage done by any third party using the building shall be the responsibility of the Landlord.

Tenant understands and expressly agrees that no personal property is included with the Premises, and also that the building is rented "as is" and that no representations are made, express or implied, with respect to the physical condition of the building, and that the Tenant was given an opportunity to physically inspect the building prior to entering into this lease agreement.



3. Rental.

**A. Janitorial Services and General Maintenance in lieu of Rental Payments.**

1. In lieu of making rental payments to Landlord, Tenant agrees to assume full responsibility and cost for all janitorial and maintenance services at the Premises, and to provide all general maintenance and upkeep at the Premises, so as to keep the Premises at all times in a state of repair and cleanliness at least comparable to that at the time Tenant began its occupancy, including keeping the Premises, together with all entrances and exits thereto, free from trash, rubbish, debris, litter, paper and other refuse. Tenant shall also, at its own expense, repair and maintain the parking lots and the interior of said structure, which includes walls, flooring, counters, cabinets, etc. However, Tenant shall not be required to place the premises in any better condition than it is in at the signing of this agreement. It is agreed that the parking lot is damaged and in need of repair, and the Tenant shall not be required to make any repairs to the parking lot or building beyond that necessary to maintain it in its current condition at the signing of this agreement. In general, Tenant shall be responsible for all aesthetic items, including the buildings general landscaping; Landlord shall be responsible for all structural items, including roofing.
2. Tenant shall supply all necessary janitorial and general maintenance supplies. Landlord shall supply all paper goods supplies for the facility.

4. Warranty of Title.

Landlord represents and warrants that:

- (a) Landlord has title to the Premises and has full right and power to grant the estate demised and to execute and perform this Lease agreement;
- (b) The Premises is now and will remain free and clear of all encumbrances which could adversely affect Tenant's leasehold estate;

- (c) The intended use of the Premises is permitted by all applicable laws and regulations; and
- (d) The Premises comply with all applicable ordinances, regulations, zoning, and other laws.

5. Use; Waste; Nuisance.

Tenant shall use and occupy the Premises for purposes of their approved programs and services, and the transporting of clients, baggage, and package express, or any other use lawful incidental thereto, which does not create waste or nuisance. Landlord acknowledges that Tenant's proposed use of the Premises for its operations does not constitute a nuisance. Tenant shall also have the right to ingress and egress to and from the Premises and shall not be restricted in the operation of its motorbuses to and from the Premises. Notwithstanding the forgoing, Tenant shall not use the Building for the purposes of storing, manufacturing or selling any explosives, flammables, or other inherently dangerous substance, chemical, thing, or device. Tenant shall also avoid committing or allowing waste to be committed on the Premises.

6. Sublease and Assignment.

Tenant shall not assign this lease or sublet any portion of the Premises without prior written consent of the Landlord. Any such assignment or subletting without consent shall be void and, at the option of the Landlord, may terminate this lease.

7. Alterations and Improvements.

Tenant shall not make any alterations, additions, or improvements, in, to or, about the Premises without the prior written consent of Landlord. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that Tenant shall repair all damage to the Leased Premises, caused by such removal, at

Tenant's expense. All alterations, additions, and improvements made by Tenant shall, at the expiration of the lease, become the property of the Landlord and remain upon and be surrendered by Tenant with the Premises.

8. Property Taxes.

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

9. Insurance.

- A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.
- B. Tenant shall secure and maintain throughout the term of this lease agreement, at its own expense, property insurance, and shall provide LANDLORD with a certificate of insurance, with Landlord named as additional insured, in such amounts as Landlord shall deem appropriate, but not exceeding the value of the building on the premises. Tenant shall also be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.
- C. Tenant shall also, at its own expense, maintain a policy or policies of public liability, property damage and comprehensive general liability insurance with respect to its respective activities on the Premises with the premiums thereon fully paid on or before due date, issued by and binding

upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,500,000 combined single limit coverage, per occurrence, for bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies, and Tenant shall provide Landlord with current Certificates of Insurance Evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises.

**10. Utilities.**

Tenant shall pay directly for all utilities supplies to Premises, including but not limited to charges for water, sewer, gas, electricity, security, cleaning, and other services and utilities used by Tenant on the Leased Premises during the term of this Lease. In the event that any utility or service provided to the Leased Premises is not separately metered, Landlord shall pay the amount due and separately invoice Tenant for Tenant's pro rata share of the charges. Tenant shall pay such amounts within thirty (30) days of invoice.

**11. Signs.**

Upon obtaining all necessary City permits, Tenant shall have the right to place on the Leased Premises, signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive, or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Tenant shall be responsible for all costs associated with the preparation, application/submittal to City for review and approval, permitting, construction, installation and maintain of all Tenant signage, and repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

12. **Entry.**

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

13. **Damage and Destruction.**

Subject to Section 9.A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Tenant agrees to promptly repair such damage at the cost of the Tenant, except that if the damage is caused by any third party using the premises with the permission of Landlord it shall be repaired by Landlord as set forth above. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord.

14.1 **Default; Breach; Remedies.**

The occurrence of any of the following events constitutes a material default of this Lease by Tenant:

- (a) The failure by Tenant to perform its duties, as outlined in Section 3 of this lease, where the failure continues for a period of twenty (20) days after Tenant receives notice thereof from Landlord.
- (b) The failure of Tenant to observe or perform any of the covenants, conditions, or provisions of this Lease, other than those described in subparagraph (a) above, where the failure continues for a period of thirty (30) days after Tenant receives notice thereof from Landlord; provided, however, that if the nature of

the Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within the thirty (30) day period and thereafter diligently completes the cure.

- (c) The making by Tenant of any general assignment or general arrangement for the benefit of creditors' the filing by Tenant of a petition to have Tenant adjudged a bankrupt; the judicial declaration of Tenant as bankrupt.
- (d) The appointment of a trustee or receiver to take possession of substantially all Tenants' assets located at the Premises or of Tenant's interest in this Lease, if possession is not restored to Tenant within thirty (30) days.
- (e) The attachment, execution, or other judicial seizure of substantially all Tenant's assets located at the Premises or of Tenant's interest in this Lease, if the seizure is not discharged within thirty (30) days.

#### **14.2 Remedies Upon Tenant's Default.**

In the event of any such material default by Tenant, Landlord may, after giving notice as provided above, enter into the Premises, remove Tenant's property and take and hold possession of the Premises and expel Tenant and pursue those remedies available to Landlord under the laws of the state of California. It is agreed that since Tenant is not paying any money as rent, if Tenant breaches this agreement in a material way and Landlord terminates the tenancy pursuant to this section, Landlord shall not be entitled to any damages for loss of rent.

#### **14.3 Default by Landlord.**

Landlord shall not be in default unless Landlord fails to perform any covenants, terms, provisions, agreements, or obligations required of it within a reasonable time, but in no event later than thirty (30) days after notice by Tenant to Landlord; provided that if the nature of Landlord's obligation is such that more than thirty (30) days are reasonably required for performance, then Landlord shall not be in default if Landlord commences performance within the thirty (30) day period and thereafter diligently completes performance.

14.4 **Remedies upon Landlord's Default.**

If Landlord defaults in the performance of any of the obligations or conditions required to be performed under this Lease, Tenant may, after giving notice as provided above, elect to terminate this Lease upon giving 30 days' notice to Landlord of its intention to do so. In that event, this Lease shall terminate upon the date specified in the notice, unless Landlord has meanwhile cured the default. In the event that any representations and warranties set forth in this Lease shall cease to be the case, and if Landlord shall have failed to commence to cure within sixty (60) days after notice from Tenant and thereafter diligently completes the cure of the same, then, except as specifically provided elsewhere in this Lease, Tenant shall have the right to terminate this Lease upon notice to Landlord. Tenant may also pursue those remedies available to it under the laws of the State of California.

15. **Quiet Possession.**

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease, excepting the use of space by the seniors discussed above in Section 2. Tenant agrees to peaceably surrender possession of the Premises to the Landlord upon termination of this lease agreement, and to return said Premises to Landlord in as good condition as when received, reasonably wear and tear and damage from the elements excepted and excepting so much of said Premises as may be injured or destroyed by fire, earthquake or other casualty.

16. **Condemnation.**

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the

condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

17. **Notice.**

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

CITY OF LINDSAY

251 Honolulu Street Lindsay,  
CA 93274

If to Tenant to:

PORTERVILLE SHELTERED WORKSHOP (PSW)

194 W. Poplar Ave  
Porterville, California 93257

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

18. **Waiver.**

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.



19. Headings.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

20. Successors.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

21. Attorney's Fees.

In case suit should be brought for recovery of the premises or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorney's fees.

22. Compliance with Law.

Tenant shall comply with all laws, orders, ordinances, and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

23. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. Only a further writing that is duly executed by both parties may modify this Agreement.

24. **Indemnification.**

Tenant agrees to indemnify, defend, and hold Landlord, and its councilpersons, officers, agents, volunteers, and employees, free and harmless from any and all liabilities, claims, demands, actions, losses, damages, and costs, including all costs of defense thereof, caused by, arising out of, or in any way related to Tenant's use or occupancy of the Premises, or occurring on the Premises during the term of this Lease agreement or any time of occupancy of the Premises by Tenant, including claims, liabilities, and actions based upon nuisance or inverse condemnation. Upon demand, Tenant shall, at its own expense, defend Landlord, and its Councilpersons, officers, agents, volunteers, and employees, against any and all such liabilities, claims, demands, actions, losses, damages, and costs.

Landlord agrees to indemnify, defend, and hold Tenant, and its Board of Directors, officers, agents, volunteers, and employees, free and harmless from any and all liabilities, claims, demands, actions, losses, damages, and costs, including all costs of defense thereof, caused by, arising out of, or in any way related to the use or occupancy of the Premises by any third party with Landlord's permission, or occurring on the Premises during the term of this Lease agreement or any time of occupancy of the Premises by any third party with Landlord's permission, including claims, liabilities, and actions based upon nuisance or inverse condemnation. Upon demand, Landlord shall, at its own expense, defend Tenant, and its Board of Directors, officers, agents, volunteers, and employees, against any and all such liabilities, claims, demands, actions, losses, damages, and costs.

25. **Governing Law.**

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of California.

26. **Election of Venue.**

The parties hereto agree and elect the Superior Court, in and for the County of Tulare, as the venue in which any action shall be filed regarding potential disputes arising under this agreement.

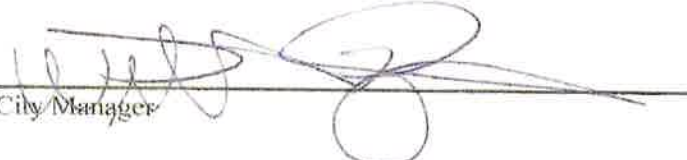
27. Bilateral Termination.

The parties hereto may terminate this lease agreement at any time by mutual agreement in writing.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

DATE: March 28, 2018

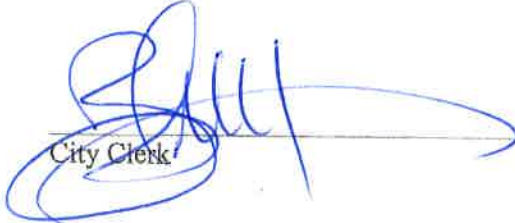
CITY OF LINDSAY, a Municipal Corporation:

  
\_\_\_\_\_  
City Manager

PORTERVILLE SHELTERED WORKSHOP (PSW), a  
California Corporation:

  
\_\_\_\_\_  
Executive Director

ATTEST:

By:   
\_\_\_\_\_  
City Clerk



## STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA  
DATE: APRIL 10, 2018  
AGENDA #: 6  
STAFF: BRIAN SPAUNHURST, ASSISTANT CITY PLANNER, 559-562-7102 EX. 8032, BSPAUNHURST@LINDSAY.CA.US

---

### AGENDA ITEM

TITLE	Site Plan Review 18-11: Hermosa/Westwood Roundabout Design Review
ACTION	Discretionary Review of Project Site Plan
PURPOSE	Discretionary Action
COUNCIL OBJECTIVE(S)	Live in a safe, clean, comfortable and healthy environment. Increase our keen sense of identity in a physically connected and involved community. Nurture attractive residential neighborhoods and business districts. Dedicate resources to retain a friendly, small-town atmosphere. Yield a fiscally self-reliant city government while providing effective, basic municipal services.

---

### RECOMMENDATION

Staff recommends approval.

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### BACKGROUND | ANALYSIS

On February 28, 2017, staff presented the Hermosa/Westwood Roundabout project concept plan for Council's approval and on September 26, 2017, Council awarded the project to Omni-Means through the RFQ process.

On February 13, 2018, Council approved a Mitigated Negative Declaration for this roundabout project through Resolution 18-01. Per this Resolution, staff requested comments from the public as well as direction from Council regarding the final site plan of this project.

Staff has reviewed the proposed site plan designs and reports the following findings:

- The site plan is in conformance with ADA requirements.
  - The site plan is in substantial conformance with the Concept Plan approved on February 28, 2017.
  - The landscape portion of this plan is in conformance with the California Model Landscape Ordinance.
  - Besides the public hearing, all other aspects of this plan adhere to the requirements of Resolution 18-01 pertaining to CEQA.
-



## STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA  
DATE: APRIL 10, 2018  
AGENDA #: 6  
STAFF: BRIAN SPAUNHURST, ASSISTANT CITY PLANNER, 559-562-7102 EX. 8032, BSPAUNHURST@LINDSAY.CA.US

---

### *ALTERNATIVES*

- Approve with modification
- Deny
- Direct Staff to provide additional information

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

Benefits include achieving the Council Objectives identified.

Potential impacts include increased staff resources to maintain the landscape area of this project.

### *ENVIRONMENTAL REVIEW*

This project already has an approved Mitigated Negative Declaration per Resolution 18-01 (attached).

### *POLICY ISSUES*

None.

### *PUBLIC OUTREACH*

POSTED IN THIS AGENDA

POSTED IN NEWSPAPER

### *ATTACHMENTS*

- Resolution 18-01
- Final Site Plan
- Draft Resolution 18-14
- Copy of Published Public Hearing Notice

## RESOLUTION NO. 18-01

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY APPROVING A MITIGATED NEGATIVE DECLARATION FOR PLANNING PROJECT NO. 17-09, A REQUEST BY THE CITY OF LINDSAY, FOR PUBLIC RIGHT OF WAY LOCATED AT THE INTERSECTION OF HERMOSA STREET AND WESTWOOD AVENUE.

At a regularly scheduled meeting of the City Council of the City of Lindsay, held February 13, 2018 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**, an environmental Initial Study/Mitigated Negative Declaration for Planning Project No. 17-09 was filed pursuant to the regulations contained in Ordinance No. 437, the Zoning Ordinance of the City of Lindsay; and

**WHEREAS**, Planning Project No. 17-09 involves the construction of a roundabout that is 110 feet in diameter requiring a total of 8,106 square feet of additional right of way from APNs: 205-051-016, 199-200-003, 205-040-005, and 199-210-035; and

**WHEREAS**, the City Council of the City of Lindsay, after twenty (20) days published notice, did hold a public hearing before said Council on January 9, 2018, and

**WHEREAS**, an Initial Study was prepared consistent with the provisions of the California Environmental Quality Act (CEQA). On the basis of the Initial Study, the City of Lindsay has determined that the project would not result in a significant effect on the environment, and has prepared a Mitigated Negative Declaration.

**NOW, THEREFORE, BE IT RESOLVED** that the proposed project would not result in a significant effect on the environment, and the City Council hereby accepts and adopts the Mitigated Negative Declaration, subject to the following mitigation measures:

**SECTION 1. Aesthetics:** The project shall incorporate standard light shielding measures for street light fixtures to mitigate any potential adverse glare impacts.

**SECTION 2. Air Quality:** The project shall be subject to all applicable mandatory air pollution control measures of the San Joaquin Valley Unified Air Pollution Control District in effect at time of construction, including, but not limited to: Regulation VIII (Fugitive PM10 Prohibitions), Regulation VIII (Rules 8011-8081), Rule 4102 (Nuisance), 4103 (Open Burning), Rule 4601 (Architectural Coatings), Rule 4641 (Cutback, Slow Cure, and Emulsified Asphalt, Paving and Maintenance Operations), Rule 4901 (Wood Burning Fire Places and Wood Burning Heaters), and Rule 9510 (Indirect Source Review). The project construction contractor shall specifically demonstrate compliance with San Joaquin Valley Air Pollution Control District Rule 9510 (Indirect Source Review), including payment of all applicable fees, prior to the issuance of the first building permit.

**SECTION 3. Cultural Resources:** Pursuant to CEQA Guidelines 15064.5 (f), provisions for historical or unique archaeological resources accidentally discovered during construction shall be instituted. Therefore, in the event that any prehistoric or historic subsurface cultural resources are discovered during ground disturbing activities, all work within 50 feet of the resources shall be halted and a qualified archaeologist or paleontologist shall be contacted to

assess the significance of the find. If any find is determined to be significant, project proponents and the qualified archaeologist and/or paleontologist shall meet to determine the appropriate avoidance measures or other appropriate mitigation. All significant cultural materials recovered shall be subject to scientific analysis, professional museum curation, and a report prepared by the qualified archaeologist according to current professional standards. If the discovery includes human remains, CEQA Guidelines 15064.5 (e)(1) shall be followed.

**SECTION 4. Noise:** High noise levels resulting from construction activities shall be limited to the hours of 6:00 a.m. to 10:00 p.m., including weekends and holidays.

**NOW THEREFORE BE IT RESOLVED** that this approval is for the environmental initial study and determination only.

**BE IT FURTHER RESOLVED** that city staff shall submit a separate site plan for approval of the final design for Planning Project No. 17-09 where project details shall be reviewed by the Lindsay City Council during a noticed public hearing. At that time, the City Council may approve, disapprove, or impose conditions of approval to the proposed project.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Lindsay this 13th day of February, 2018.

\* \* \* \* \*

VOTE

AYE VELASQUEZ, WARREN, COLTES, SALINAS, KIMBALL

NAY \_\_\_\_\_


ABSTAIN \_\_\_\_\_

ABSENT \_\_\_\_\_

DATE FEBRUARY 13, 2018

ATTEST:

CITY COUNCIL OF THE CITY OF LINDSAY

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

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

CITY OF LINDSAY

PROJECT PLANS FOR THE CONSTRUCTION OF THE  
HERMOSA STREET/WESTWOOD AVENUE  
ROUNDBABOUT

TO BE SUPPLEMENTED BY CALIFORNIA DEPARTMENT OF TRANSPORTATION  
STANDARD PLANS AND STANDARD SPECIFICATIONS DATED 2015

INDEX OF SHEETS

PAGE	SHEET	DESCRIPTION
1	T1	TITLE SHEET
2-4	X1-X3	TYPICAL SECTIONS
5-6	DM1-DM2	DEMOLITION PLAN
7	K1	KEY MAP & PROJECT CONTROL
8-9	L1-L2	LAYOUT
10	P1	CENTERLINE PROFILES
11	P2	CURB PROFILES
12-18	C1-C7	CONSTRUCTION DETAILS
19-20	G1-G2	CONTOUR GRADING
21-22	U1-U2	UTILITY PLAN
23-24	D1-D2	DRAINAGE PLAN
25	D3	DRAINAGE PROFILES
26	CS1	CONSTRUCTION AREA SIGNS
27-33	SC1-SC7	STAGE CONSTRUCTION
34-36	PD1-PD3	PAVEMENT DELINEATION PLAN
37-39	S1-S3	SIGN PLAN
40	SD1	SIGN DETAILS
41-42	SQ1-SQ2	SIGN QUANTITIES
		PLANTING PLANS
		IRRIGATION PLANS
43-44	E1-E2	STREET LIGHTING PLAN

BASIS OF BEARINGS

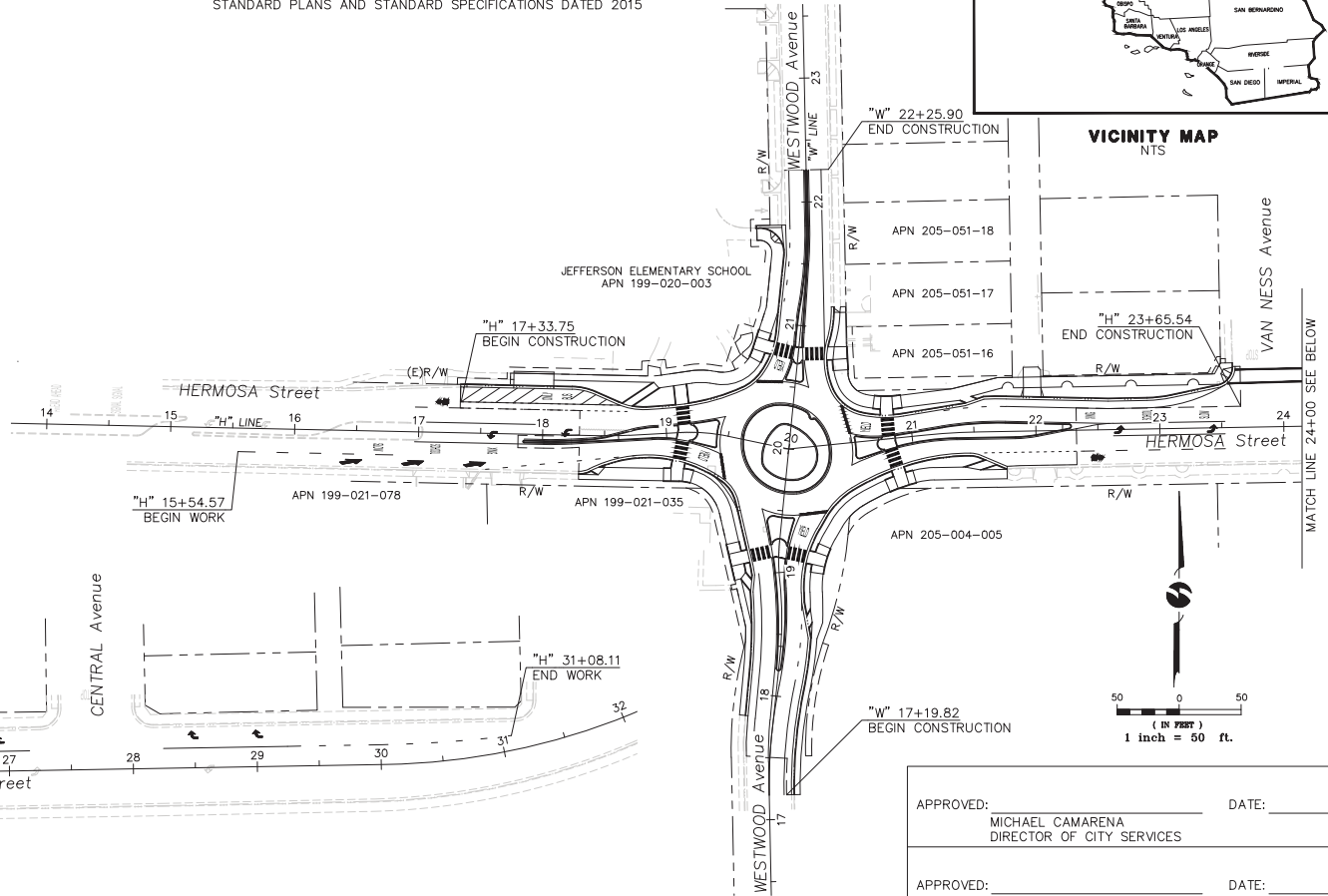
THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 12, T.20S., R.26E., M.D.B. & M. TAKEN AS S 88°46'53" E PER RECORD OF SURVEY AS RECORDED IN BOOK 17, PAGE 85 OF LICENSED SURVEYS, T.C.R.

BENCH MARK

CITY BENCH MARK NO. 68 EAST END CURB RETURN AT SOUTHEAST CORNER CENTRAL AND KERN ELEVATION: 372.57 (NGVD 29)



VICINITY MAP  
NTS



LOCATION MAP  
SCALE: 1"=50'

APPROVED: _____ DATE: _____	MICHAEL CAMARENA DIRECTOR OF CITY SERVICES
APPROVED: _____ DATE: _____	J. MICHAEL LANE, R.C.E. 17064 CITY ENGINEER
APPROVED: _____ DATE: _____	JOSEPH W. WEILAND, P.E. PROJECT ENGINEER

NO.	REVISION	DATE	BY



**TITLE SHEET**  
80% PLAN SET  
HERMOSA ST/WESTWOOD AVE ROUNDABOUT  
CITY OF LINDSAY  
LINDSAY, CALIFORNIA



SCALE	AS SHOWN
JOB NO.	1151288
DESIGNED	SMH
DRAWN	SMH
FILE	24221001.dwg
CHECKED	JWW
DATE	2/12/18

**T1**  
1 of 44



80% SUBMITTAL  
PRELIMINARY, NOT  
FOR CONSTRUCTION

2/13/2018 3:49 PM C:\P\12422\124221001.dwg



**GENERAL NOTES:**

- FOR CENTERLINE PROFILE DATA, SEE SHEET P1.
- SEE SHEETS L1-L2 FOR LIP OF GUTTER AND CENTRAL ISLAND EP ALIGNMENTS.

**BASIS OF BEARINGS**

THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 12, T.20S., R.26E., M.D.B. & M. TAKEN AS S 88°46'53" E PER RECORD OF SURVEY AS RECORDED IN BOOK 17, PAGE 85 OF LICENSED SURVEYS, T.C.R.

**BENCH MARK**

CITY BENCH MARK NO. 68 EAST END CURB RETURN AT SOUTHEAST CORNER CENTRAL AND KERN ELEVATION: 372.57 (NGVD 29)

**SHEET C5**

**KEYED NOTES**

- TEMPORARY CONSTRUCTION EASEMENT FOR THIS PARCEL.
- (DOCUMENT #) TEMPORARY CONSTRUCTION EASEMENT LOCATION.
- RESET MONUMENT.

DESCRIPTION	ELEVATION	NORTHING	EASTING
FOUND PATCH & 2' O/S'S	371.94	4286.20	4961.65



NO.	REVISION	DATE	BY

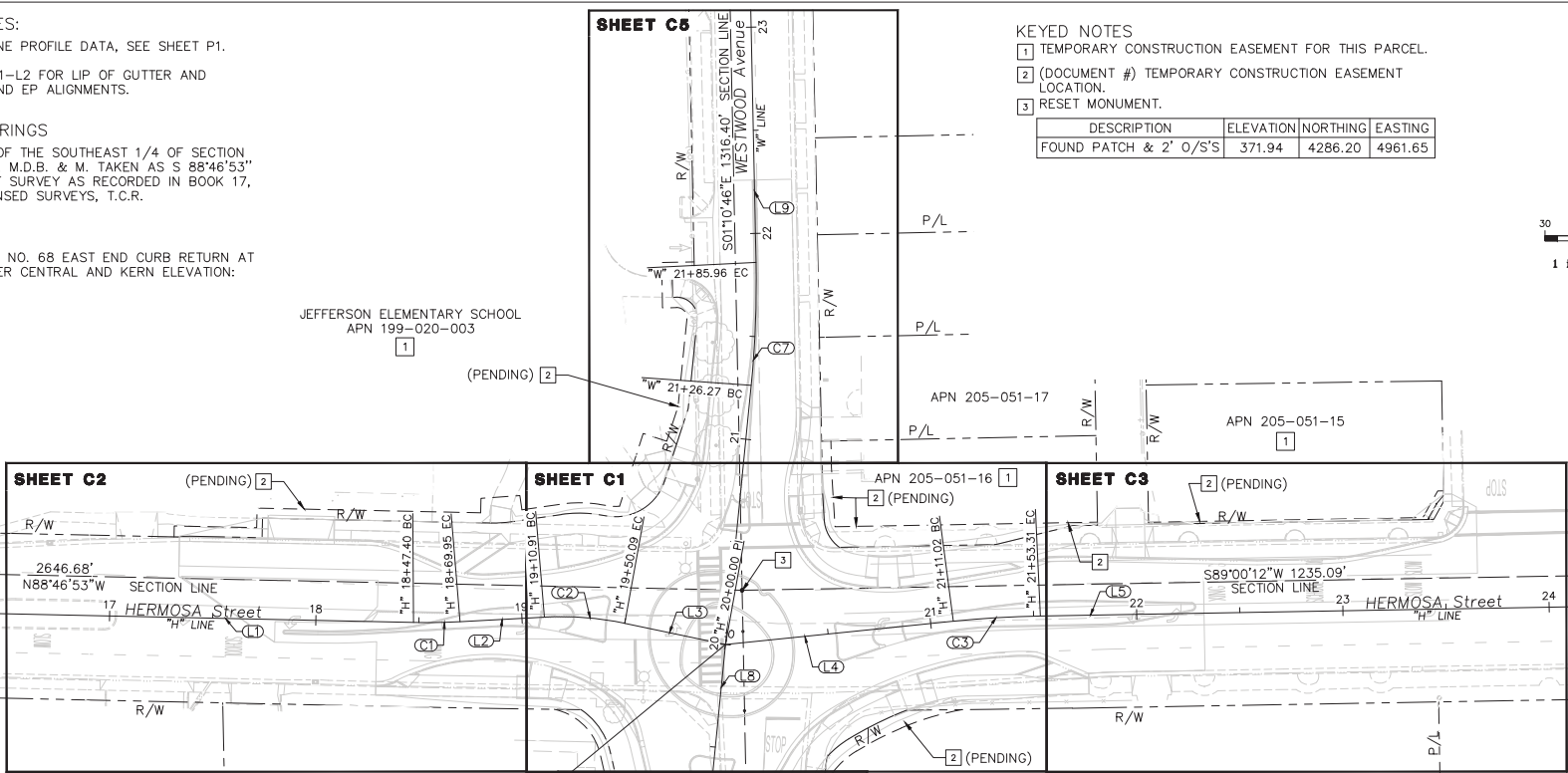


**KEY MAP & PROJECT CONTROL**  
 80% PLAN SET  
 HERMOSA SI/ WESTWOOD AVE ROUNDABOUT  
 CITY OF LINDSAY  
 LINDSAY, CALIFORNIA



SCALE	1"=20'
JOB NO.	1151288
DESIGNED	SMH
DRAWN	SMH
FILE	2422L001.dwg
CHECKED	JWW
DATE	2/12/18

**K1**  
7 of 44



APN 199-021-078

APN 199-021-035

APN 205-004-005

**SHEET C4**

**ALIGNMENT LINE TABLE**

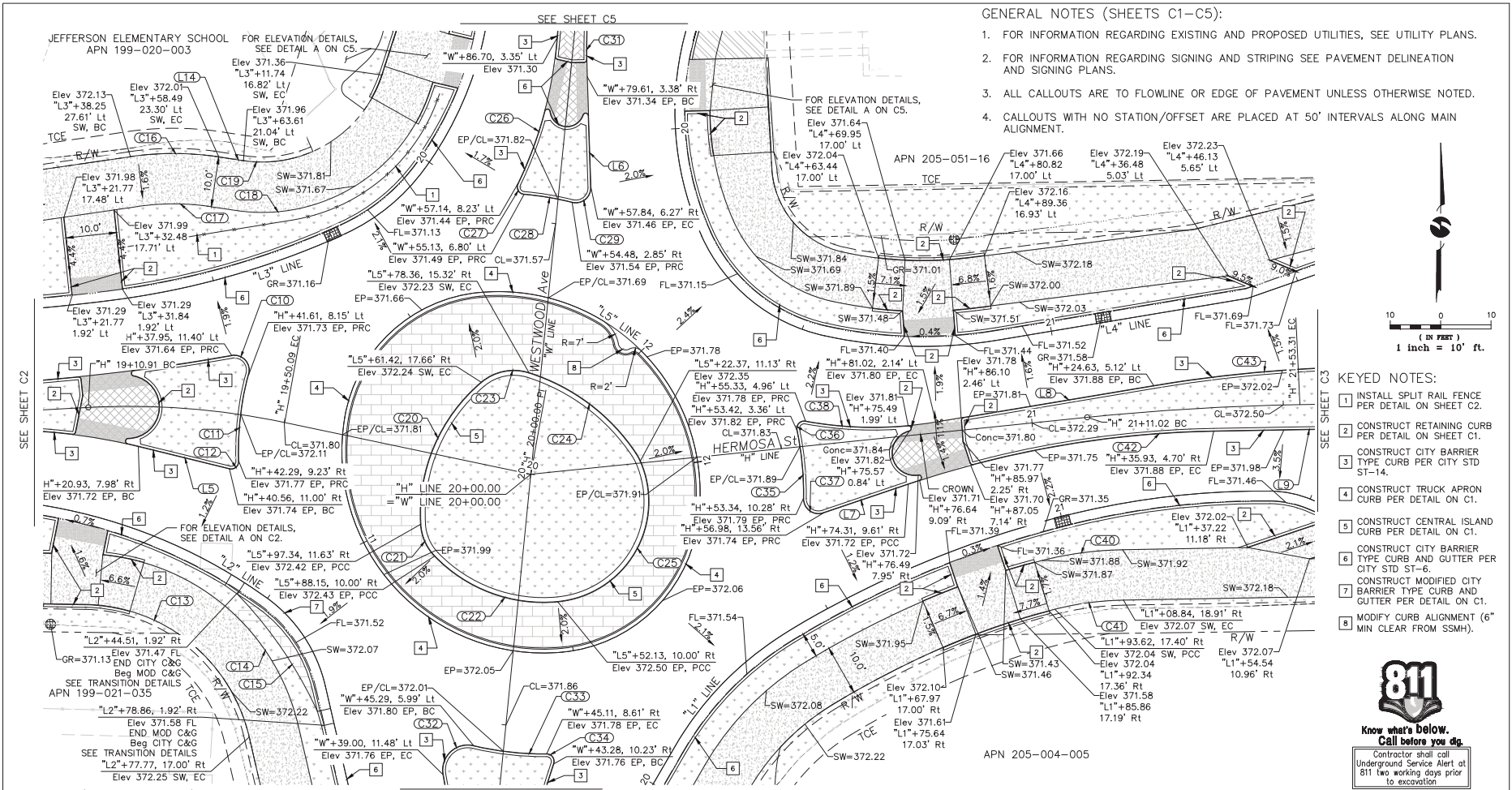
No.	LINE	BEARING	L
L1	"H"	S88°46'53"E	505.72
L2	"H"	N86°54'43"E	40.96
L3	"H"	S78°07'14"E	49.91
L4	"H"	N84°09'26"E	111.02
L5	"H"	N89°00'12"E	850.25
L6	"W"	N01°09'48"W	345.48
L7	"W"	N06°02'06"E	60.89
L8	"W"	N05°39'37"E	201.39
L9	"W"	N01°10'46"W	197.63

**ALIGNMENT CURVE TABLE**

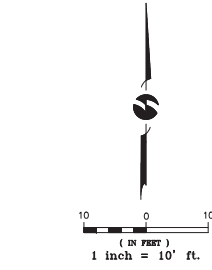
No.	LINE	R	DELTA	T	L
C1	"H"	300.00'	N89°03'55"E	11.28'	22.55'
C2	"H"	150.00'	S85°36'15"E	19.70'	39.18'
C3	"H"	500.00'	N86°34'49"E	21.16'	42.29'
C4	"W"	400.00'	N02°26'09"E	25.16'	50.25'
C5	"W"	296.00'	N00°03'35"W	31.61'	62.97'
C6	"W"	150.00'	N00°14'50"W	15.52'	30.93'
C7	"W"	500.00'	N02°14'25"E	29.88'	59.69'

80% SUBMITTAL  
 PRELIMINARY, NOT  
 FOR CONSTRUCTION

Contractor shall call Underground Service Alert at 811 two working days prior to excavation.



- GENERAL NOTES (SHEETS C1-C5):
- FOR INFORMATION REGARDING EXISTING AND PROPOSED UTILITIES, SEE UTILITY PLANS.
  - FOR INFORMATION REGARDING SIGNING AND STRIPING SEE PAVEMENT DELINEATION AND SIGNING PLANS.
  - ALL CALLOUTS ARE TO FLOWLINE OR EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
  - CALLOUTS WITH NO STATION/OFFSET ARE PLACED AT 50' INTERVALS ALONG MAIN ALIGNMENT.



- KEYED NOTES:
- INSTALL SPLIT RAIL FENCE PER DETAIL ON SHEET C2.
  - CONSTRUCT RETAINING CURB PER DETAIL ON SHEET C1.
  - CONSTRUCT CITY BARRIER TYPE CURB PER CITY STD ST-14.
  - CONSTRUCT TRUCK APRON CURB PER DETAIL ON C1.
  - CONSTRUCT CENTRAL ISLAND CURB PER DETAIL ON C1.
  - CONSTRUCT CITY BARRIER TYPE CURB AND GUTTER PER CITY STD ST-6.
  - CONSTRUCT MODIFIED CITY BARRIER TYPE CURB AND GUTTER PER DETAIL ON C1.
  - MODIFY CURB ALIGNMENT (6" MIN CLEAR FROM SSMH).

**811**  
Know what's Below.  
Call before you dig.  
Contractor shall call Underground Service Alert at 811 two working days prior to excavation

- LEGEND (SHEETS C1-C5):
- CONSTRUCT TRUCK APRON PER DETAIL ON C1.
  - CONSTRUCT STAMPED Conc PER DETAIL ON C1.
  - LANDSCAPE AREA PER PLANTING PLANS.
  - CONSTRUCT BUS PAD PER DETAIL ON C2.
  - CONSTRUCT DRIVEWAY PER CITY STD ST-11.
  - CONSTRUCT CROSS GUTTER PER CITY STD ST-16.
  - CONSTRUCT PED REFUGE PER DETAIL ON C2.
  - CONSTRUCT SIDEWALK PER DETAIL ON C1.
  - INSTALL DETECTABLE WARNING SURFACE PER DETAIL ON C2

LINE DATA		
NO.	L	Δ
L5	18.62'	S76°11'27"E
L6	21.96'	S01°55'00"E
L7	17.77'	S71°18'22"W
L8	43.84'	S80°30'04"W
L9	47.43'	N89°00'12"E
L14	4.96'	S81°26'16"E

CURVE DATA				
NO.	R	Δ	T	L
C10	3.00'	115°48'40"	4.78'	6.06'
C11	60.50'	011°31'36"	6.11'	12.17'
C12	1.50'	105°40'11"	1.98'	2.77'
C13	34.00'	076°01'22"	26.57'	45.11'
C14	44.00'	071°40'25"	31.78'	55.04'
C15	83.56'	019°26'11"	14.31'	28.34'
C16	60.00'	016°48'54"	8.87'	17.61'
C17	50.00'	016°48'54"	7.39'	14.67'
C18	35.00'	080°33'04"	29.66'	49.21'

CURVE DATA				
NO.	R	Δ	T	L
C19	25.00'	032°17'26"	7.24'	14.09'
C20	34.21'	053°17'58"	17.17'	31.82'
C21	10.00'	040°17'08"	3.67'	7.03'
C22	30.00'	051°35'50"	14.50'	27.02'
C23	10.00'	057°46'44"	5.52'	10.08'
C24	40.10'	038°49'56"	14.13'	27.18'
C25	20.00'	108°28'06"	27.77'	37.86'
C26	81.00'	021°18'44"	15.24'	30.13'
C27	1.50'	110°49'15"	2.18'	2.90'

CURVE DATA				
NO.	R	Δ	T	L
C28	59.50'	009°19'51"	4.86'	9.69'
C29	3.00'	106°07'04"	3.99'	5.56'
C31	151.00'	005°39'57"	7.47'	14.93'
C32	312.01'	005°36'12"	15.27'	30.51'
C35	60.50'	012°56'42"	6.86'	13.67'
C36	1.50'	112°17'37"	2.24'	2.94'
C37	3.00'	109°41'06"	4.26'	5.74'
C38	75.00'	019°50'20"	13.12'	25.97'
C40	70.00'	013°09'53"	8.08'	16.08'

CURVE DATA				
NO.	R	Δ	T	L
C41	60.00'	013°09'53"	6.92'	13.79'
C42	200.00'	017°41'49"	31.14'	61.77'
C43	276.00'	010°39'50"	25.76'	51.37'

80% SUBMITTAL  
PRELIMINARY, NOT  
FOR CONSTRUCTION

NO.	DATE	REVISION

omni means  
A GHD COMPANY  
SAN LUIS OBISPO  
1000 W. CALIFORNIA  
SANTA BARBARA, CA 93101  
TEL: 805.964.2000  
WWW.OMNIMEANS.COM

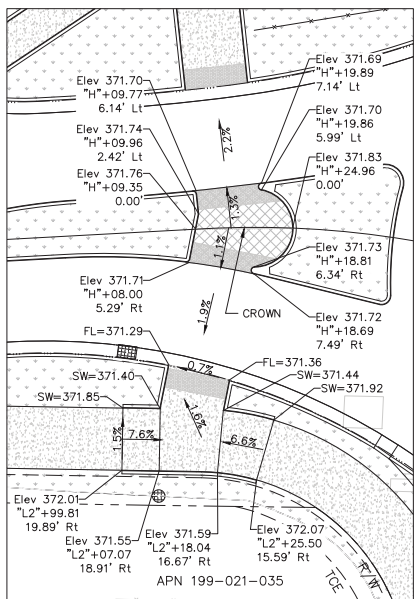
**CONSTRUCTION DETAILS**  
80% PLAN SET  
HERMOSA ST WESTWOOD AVE ROUNDABOUT  
CITY OF LINDSAY  
LINDSAY, CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER  
JOSHUA W. WETLAND  
No. C53755  
CIVIL  
STATE OF CALIFORNIA

SCALE 1"=10'  
JOB NO. 11151288  
DESIGNED SMH  
DRAWN SMH  
FILE 24220002.dwg  
CHECKED JWW  
DATE 2/12/18

LINE DATA		
NO.	L	Δ
L1	15.85'	S88°46'53"E
L2	15.85'	S88°46'53"E
L3	12.27'	S86°54'43"W
L4	64.95'	S86°54'43"W

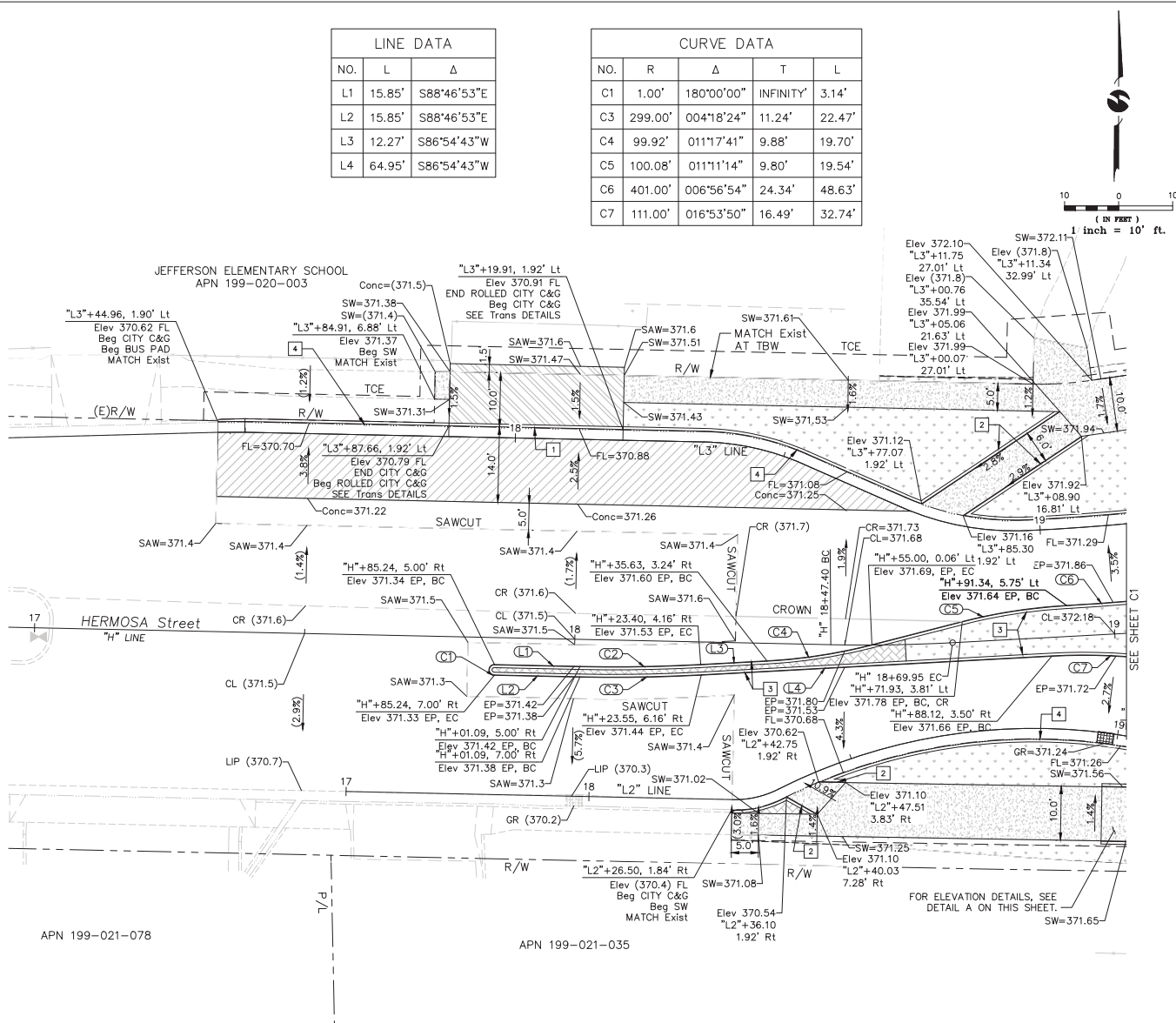
CURVE DATA				
NO.	R	Δ	T	L
C1	1.00'	180°00'00"	INFINITY'	3.14'
C3	299.00'	004°18'24"	11.24'	22.47'
C4	99.92'	011°17'41"	9.88'	19.70'
C5	100.08'	011°11'14"	9.80'	19.54'
C6	401.00'	006°56'54"	24.34'	48.63'
C7	111.00'	016°53'50"	16.49'	32.74'



**DETAIL A**  
SCALE 1"=10'

**KEYED NOTES:**

- 1 CONSTRUCT CITY ROLLED TYPE CURB AND GUTTER PER CITY STD ST-7.
- 2 CONSTRUCT RETAINING CURB PER DETAIL ON SHEET C1.
- 3 CONSTRUCT CITY BARRIER TYPE CURB PER CITY STD ST-14.
- 4 CONSTRUCT CITY BARRIER TYPE CURB AND GUTTER PER CITY STD ST-6.



1 inch = 10' ft.

DATE	BY

omni means  
A CH2M COMPANY

SAU LUIS GROUP  
14155 FARM ROAD  
P.O. BOX 1049  
SAN LUIS OBISPO, CA 95069  
TEL: 805.473.0000

**CONSTRUCTION DETAILS**

80% PLAN SET

HERMOSA ST WESTWOOD AVE ROUNDABOUT  
CITY OF LINDSAY  
LINDSAY, CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER  
USHER W. WELAND  
No. C53755  
CIVIL  
STATE OF CALIFORNIA

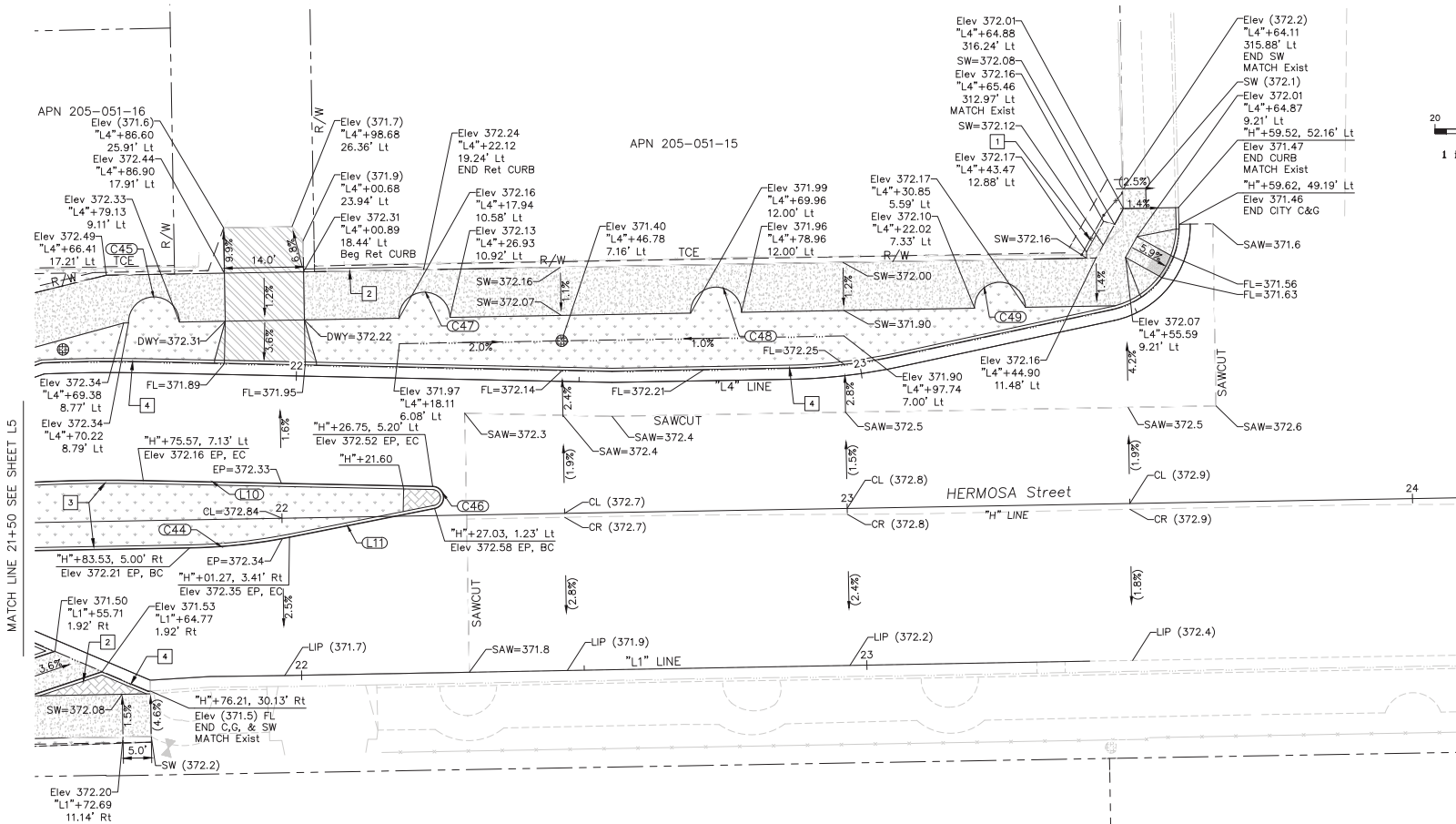
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JOB NO.	1151288
DESIGNED	SMH
DRAWN	SMH
FILE	24220002.dwg
CHECKED	JWW
DATE	2/12/18

80% SUBMITTAL  
PRELIMINARY, NOT  
FOR CONSTRUCTION

**811**

Know what's Below.  
Call before you dig.

Contractor shall call  
Underground Service Alert at  
811 two working days prior  
to excavation.



MATCH LINE 21+50 SEE SHEET L5

- KEYED NOTES:
- 1 ADJUST CHAIN LINK FENCE AND GATE.
  - 2 CONSTRUCT RETAINING CURB PER DETAIL ON SHEET C1.
  - 3 CONSTRUCT CITY BARRIER TYPE CURB PER CITY STD ST-14.
  - 4 CONSTRUCT CITY BARRIER TYPE CURB AND GUTTER PER CITY STD ST-6.

APN 205-004-005

LINE DATA		
NO.	L	Δ
L10	51.22'	S88°50'06"E
L11	26.18'	S78°47'08"W

CURVE DATA				
NO.	R	Δ	T	L
C44	100.00'	010°13'04"	8.94'	17.83'
C45	4.50'	180°00'00"	INFINITY'	14.14'
C46	2.00'	167°37'14"	18.44'	5.85'
C47	4.50'	180°00'00"	INFINITY'	14.14'
C48	4.50'	180°00'00"	INFINITY'	14.14'
C49	4.50'	180°00'00"	INFINITY'	14.14'

P/L

NO.	DATE	BY	REVISION

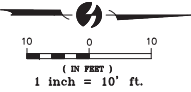
**CONSTRUCTION DETAILS**  
 80% PLAN SET  
 HERMOSA ST WESTWOOD AVE ROUNDABOUT  
 CITY OF LINDSAY  
 LINDSAY, CALIFORNIA

SCALE	1"=10'
JOB NO.	11151288
DESIGNED	SMH
DRAWN	SMH
FILE	24220002.dwg
CHECKED	JWW
DATE	2/12/18

80% SUBMITTAL  
 PRELIMINARY, NOT  
 FOR CONSTRUCTION

**KEYED NOTES:**

- 1 CONSTRUCT RETAINING CURB PER DETAIL ON SHEET C1.
- 2 CONSTRUCT CITY BARRIER TYPE CURB PER CITY STD ST-14.
- 3 CONSTRUCT CITY BARRIER TYPE CURB AND GUTTER PER CITY STD ST-6.



NO.	REVISION	DATE	BY



**CONSTRUCTION DETAILS**  
80% PLAN SET  
HERMOSA S/W WESTWOOD AVE ROUNDABOUT  
CITY OF LINDSAY  
LINDSAY, CALIFORNIA

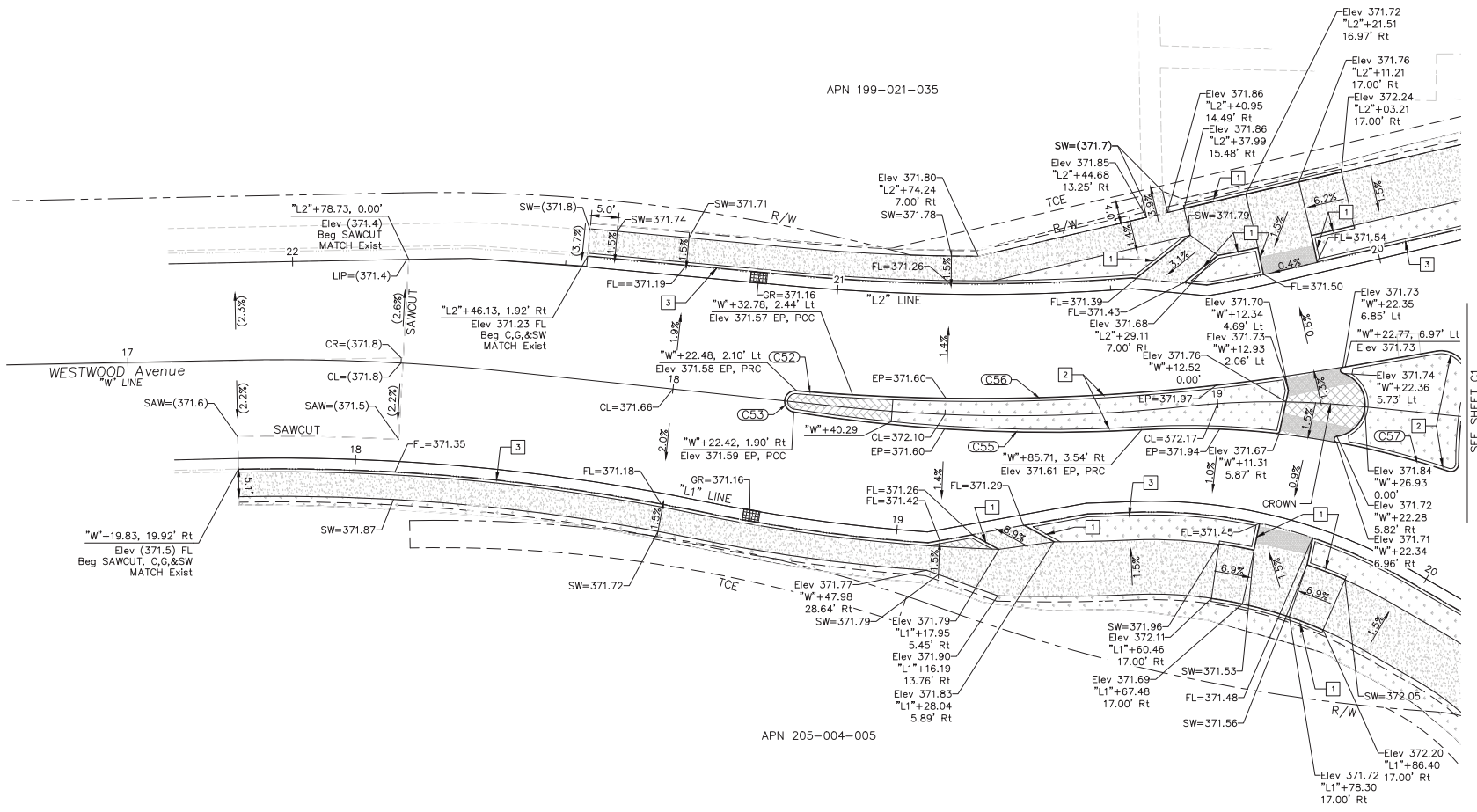
SEE SHEET C1



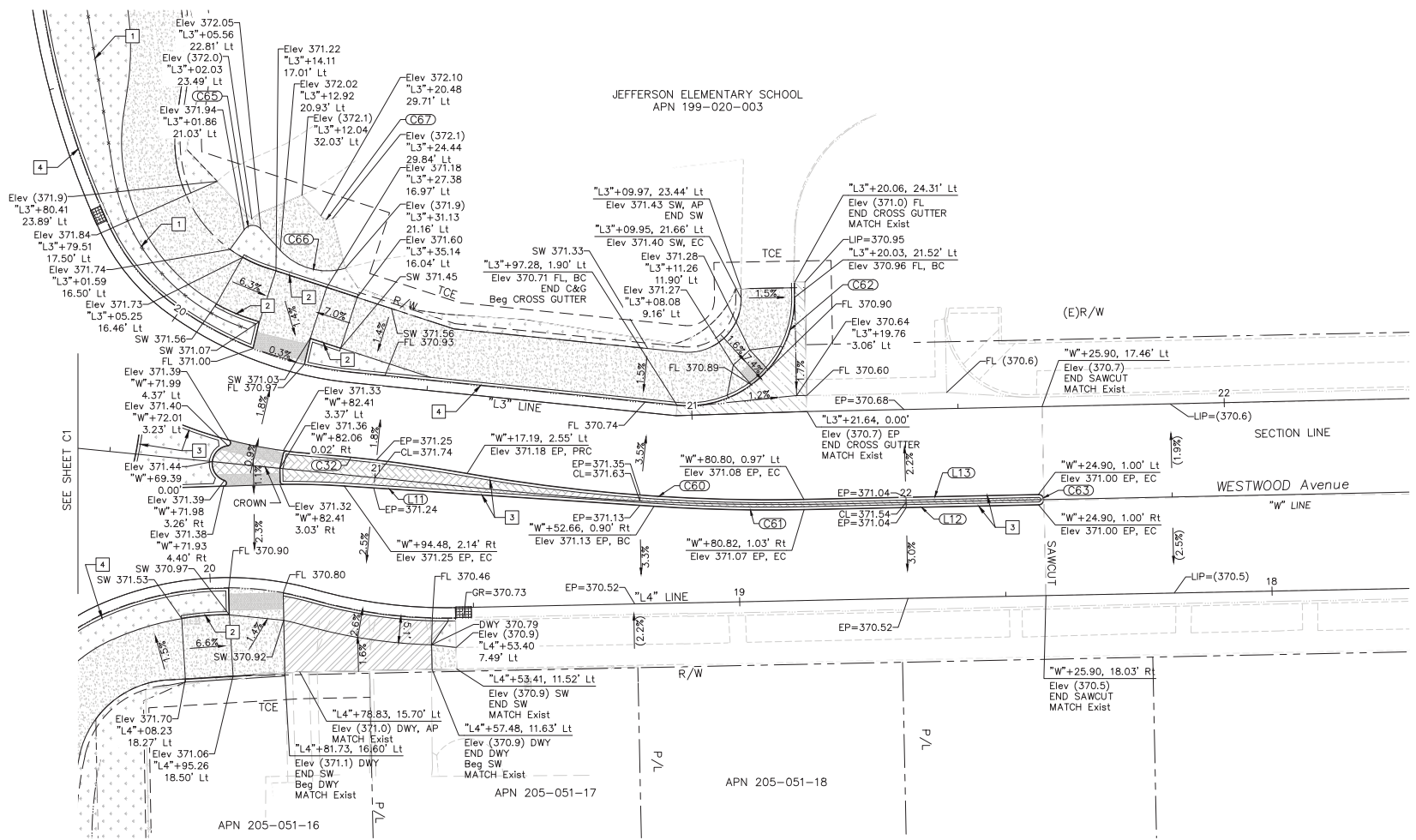
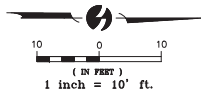
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DESIGNED	SMH
DRAWN	SMH
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CHECKED	JWW
DATE	2/12/18

80% SUBMITTAL  
PRELIMINARY, NOT  
FOR CONSTRUCTION

2/13/2018 12:12 PM C:\P\2422\24220003.dwg



**Know what's Below.**  
**Call before you dig.**  
Contractor shall call  
Underground Service Alert at  
811 two working days prior  
to excavation.



- KEYED NOTES:**
- 1 INSTALL SPLIT RAIL FENCE PER DETAIL ON SHEET C2.
  - 2 CONSTRUCT RETAINING CURB PER DETAIL ON SHEET C1.
  - 3 CONSTRUCT CITY BARRIER TYPE CURB PER CITY STD ST-14.
  - 4 CONSTRUCT CITY BARRIER TYPE CURB AND GUTTER PER CITY STD ST-6.

**811**  
 Know what's Below.  
 Call before you dig.  
 Contractor shall call  
 Underground Service Alert at  
 811 two working days prior  
 to excavation.

80% SUBMITTAL  
 PRELIMINARY, NOT  
 FOR CONSTRUCTION

REV.	DATE	BY



**CONSTRUCTION DETAILS**  
 80% PLAN SET  
 HERMOSA S/W WESTWOOD AVE ROUNDABOUT  
 CITY OF LINDSAY  
 LINDSAY, CALIFORNIA



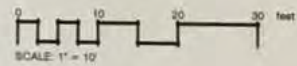
SCALE	1"=10'
JOB NO.	1151288
DESIGNED	SMH
DRAWN	SMH
FILE	24220003.dwg
CHECKED	JWW
DATE	2/12/18

**C5**  
 16 of 44






2/12/2018 12:15 PM C:\P\19\2422\24220003.dwg

**PLANT SCHEDULE**




TREES	BOTANICAL NAME	COMMON NAME
	<del>Chamserops humilis</del>	<del>Mediterranean Fan Palm</del>
	<del>Lagerstroemia indica x faurii 'Tuscarora'</del>	<del>Tuscarora Crape Myrtle</del>
SHRUBS	BOTANICAL NAME	COMMON NAME
	<del>Callistemon viminalis 'Little John'</del>	<del>Dwarf Weeping Bottlebrush</del>
	<del>Festuca mairei</del>	<del>Atlas Fescue</del>
	<del>Hesperaloe parviflora</del>	<del>Red Yucca</del>
	<del>Lantana montevidensis</del>	<del>Trailing Lantana</del>
	<del>Lantana x 'New Gold'</del>	<del>New Gold Lantana</del>
	<del>Muhlenbergia capillaris 'Regal Mist' TM</del>	<del>Munly Regal Mist</del>
	<del>Phormium tenax 'Bronze Baby'</del>	<del>Bronze Baby New Zealand Flax</del>



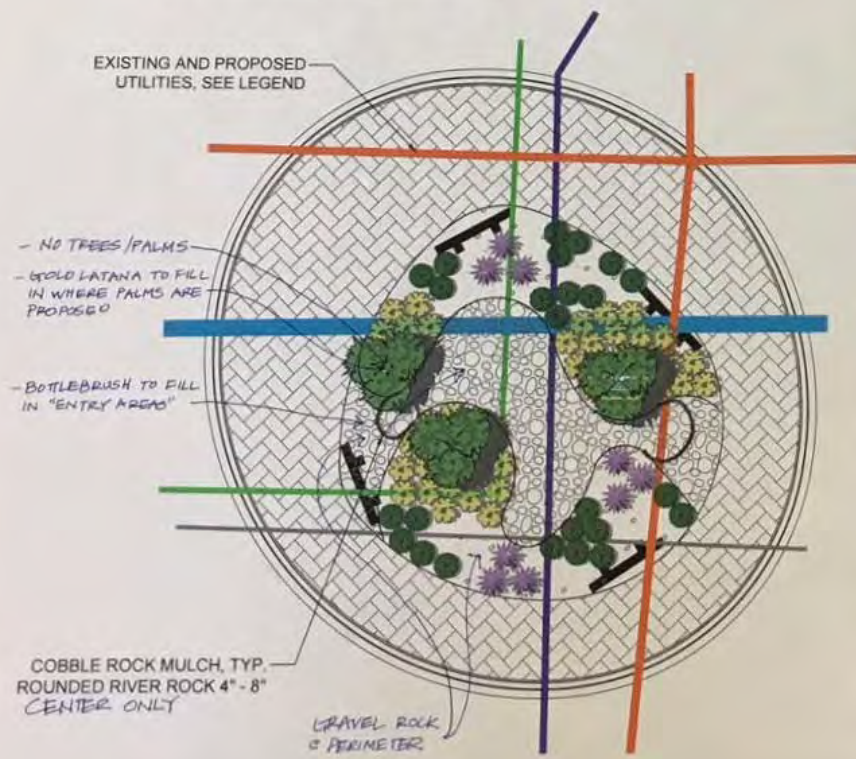
**UTILITIES**

	SANITARY SEWER
	GAS
	ELECTRIC
	STORM DRAIN
	WATER

**REFERENCE NOTES SCHEDULE**

SYMBOL	DESCRIPTION
	WOOD CHIP MULCH
	GRAVEL ROCK MULCH
	COBBLE ROCK MULCH

**CONCEPT D**



**RESOLUTION NO. 18-14**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY APPROVING SITE PLAN REVIEW 18-11, A REQUEST BY THE CITY OF LINDSAY, FOR THE FINAL DESIGN OF A ROUNDABOUT LOCATED AT THE INTERSECTION OF HERMOSA STREET AND WESTWOOD AVENUE.**

At a regularly scheduled meeting of the City Council of the City of Lindsay, held April 10, 2018 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 City Council of the City of Lindsay approved a Mitigated Negative Declaration in Resolution 18-01 on February 13, 2018; and

**WHEREAS**, Resolution 18-01 requires separate site plan approval during a noticed public hearing; and

**WHEREAS**, the City Council of the City of Lindsay, after ten (10) days published notice, did hold a public hearing before said Council on April 10, 2018; and

**WHEREAS**, the final site plan is in substantial compliance with the Concept Plan approved on February 28, 2017.

**NOW, THEREFORE, BE IT RESOLVED** that the proposed site plan is hereby approved, subject to the following requirements:

**SECTION 1.** That all requirements of Resolution 18-01 shall be completed as specified.

**SECTION 2.** That the final plan of development shall be in substantial compliance with the approved site plan and all applicable Lindsay Development Standards.

**SECTION 3.** That all requirements of the Americans with Disabilities Act (ADA) shall be satisfied.

**SECTION 4.** That all requirements of the California Model Landscape Ordinance shall be satisfied.

**SECTION 5.** That all other city codes and ordinance shall apply.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Lindsay this 10th day of April 2018.

ATTEST:

CITY COUNCIL OF THE CITY OF LINDSAY

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

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







## STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA  
DATE: FEBRUARY 27, 2018  
AGENDA #: 8  
STAFF: BILL ZIGLER, CITY MANAGER, 559.562.7102 EXT. 8011,  
WZIGLER@LINDSAY.CA.US

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### *AGENDA ITEM*

TITLE	Budget Committee
ACTION	Request for a Two Council Member Budget Committee
PURPOSE	Council Vision/Priority
COUNCIL OBJECTIVE(S)	Yield a fiscally self-reliant city government while providing effective, basic municipal services.

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### *RECOMMENDATION*

Staff requests two Council Members to serve on a budget committee to advise staff as it develops the draft 2018-19 City budget. Staff feels that having Council involved will streamline the budget process and provide the necessary feedback to ensure identified Council priorities are being met. The full Council would still review, provide comments and approve the final budget prior to the new fiscal year.

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