



LINDSAY CITY COUNCIL MEETING: REGULAR MEETING

251 E. Honolulu St., Lindsay, CA 93247
Tuesday, August 14, 2018 @ 6:00PM

Call to Order	6:00PM
Roll Call	Council Members Velasquez, Watson, Cortes, Mayor Pro Tem Salinas & Mayor Kimball
Pledge	Council Member Cortes
Invocation	Father Kenneth Bozzo, Sacred Heart Catholic Church

ITEM 1 PUBLIC COMMENT

Details The public is invited to comment on any subject under the jurisdiction of the Lindsay City Council, including agenda items, other than noticed public hearings. Comments shall be limited to three minutes per person, with 30 minutes overall for the entire comment period, unless otherwise indicated by the Mayor. Participants speak at the stand after clearly stating their name for the Clerk.

ITEM 2 CEREMONY

Details The City Clerk will swear in two Public Safety Lieutenants

ITEM 3 CITY COUNCIL REPORTS

Details Council Members report on events, activities or matters

ITEM 4 STAFF REPORTS

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

ITEM 5 CONSENT CALENDAR

Details These are routine items. Agenda Pages 1-43

1. Approve City Council Meeting Minutes for July 31, 2018
2. Accept Warrant List for August 7, 2018
3. Accept Treasurer's Report for July 2018
4. Renew Police Firing Range Cooperative Agreement for Fiscal Year 2018-2019
5. Approve Resolution 18-39 RSTP funding exchange with TCAG.
6. Letter to Bureau of Cannabis Control
7. Approve Resolution 18-40 - Endorsement of November 2018 Water Bond

ITEM 6 Community Services Employment Training (CSET) Property License Agreement

Details Presented by Director of City Services, Mike Camarena and Albert Cendejas, Assistant Director of Community Initiatives at CSET. Agenda Pages 44-48

ITEM 7 UPDATE – 4th of July and Fireworks

Details Presented by Chief Hughes

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ITEM 8	ORDINANCE No. 568 – 2nd Reading
Details	Amends Title 18 Zoning, Section 18.14.040.B.16 Political Campaign Signs & Section 18.14.040.B.12.b.i Sign Permit Requirement, in conformance with State law. Presented by Assistant City Planner, Brian Spaunhurst. Agenda Pages 49-53
ITEM 9	ORDINANCE No. 569 – 2nd Reading
Details	Amends Title 18 Zoning, Section 18.24.030 Definitions, in conformance with State Law. Presented by Assistant City Planner, Brian Spaunhurst. Agenda Pages 54-74
ITEM 10	DISCUSSION – ECONOMIC DEVELOPMENT CORPORATION (EDC) BOARD MEMBER
Details	Presented by City Manager, Bill Zigler
ITEM 11	DISCUSSION – Possible Names for the Soccer Park
Details	Presented by City Manager, Bill Zigler
ITEM 12	FUTURE AGENDA ITEMS
Details	City Council Members request items for future agenda items.
ITEM 13	EXECUTIVE SESSION
Details	1. Conference with Real Property Negotiators – GC§54956.8 Property: 860 N. Sequoia, Lindsay, Ca. Agency Negotiator: William Zigler Negotiating Parties: City of Lindsay & Omni Medical Under Negotiation: Lease Agreement
ITEM 14	ADJOURN
Details	Council adjourns meeting. The next Regular City Council meeting will be held at 251 E. Honolulu Street, Lindsay at 6:00PM on August 28, 2018.

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- CALL TO ORDER:** 6:00pm
- ROLL CALL:** Council Members Velasquez, Watson, Cortes, Mayor Pro Tem Salinas
Absent: Mayor Kimball
- PLEDGE:** Council Member Watson
- INVOCATION:** Pastor Heimoana, Lindsay United Methodist 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.

SPEAKER	COMMENTS
Eric Sinclair	He will be running for City Council.
Irene Gutierrez	Asked for information regarding Omni Health Care.

1 EXECUTIVE SESSION

1. Conference with Legal Counsel regarding- GC§54956.9(b) (1-case) Anticipated Litigation/Significant Exposure to Litigation
2. Conference with Labor Negotiators–GC§54957.6
Agency designated representatives:
Bill Zigler (City Manager) and Mario Zamora (City Attorney)
Employee Organization: Local SEIU for Miscellaneous Employee Group

Nothing to report.

2 COUNCIL REPORTS

Council Members

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

SPEAKER	COMMENTS
Cortes	She enjoyed the interview with K-Tip Radio. She was had the opportunity to visit the San Luis Obispo Farmers Market and found it was like the one in Lindsay. She was in Clovis at a Soccer Training event. She learned that there are not very many places to hold events like this and is excited that the new soccer fields in Lindsay might be able to hold a few of these events.
Velasquez	He added that Virginia Loya and some Council members went to see how they ran their Farmers Market.

3 STAFF REPORT

Bill Zigler, City Manager

Dispatch outsources on August 1, 2018. This affects only our 8-5, M-F operations. The Counter in PD will still be staffed. Fiesta Insurance is opening at the Shopping Center. They have applied to be a DMV satellite Office. Once approved minor DMV items can be handled there. Water Treatment plant volume is at 1350 gpm. In order to increase this output, the 25HP pump at the canal will need to be either repaired or replaced. Valley Pump has installed a loaner pump. The Well 15 contact time project has crews on site yesterday. Irrigation system near completion at the Soccer Park, final adjustments underway and covering of the trenches. Seeding started today. Climatec has presented a preliminary assessment of infrastructure and facility projects. They would like to attend a Council meeting in August to do a detailed presentation. Staff has begun painting

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yellow street signs, limit lines, crosswalks etc. The Lindsay Health Advisory Committee will be meeting on August 13, 2018 – 5:15pm at the Wellness Center. Lots going on at the Aquatic Center, Public Swim for \$2, Promotion: Dollar-Day-Fridays and Public Swim for \$1. Night swim \$2. Fall promotion for poll parties and lap swim. Adult swim lessons and continuing with youth swim lessons. Additional activities possible in the future, Kayaking, scuba diving and paddle boarding classes. Summer Night Lights. Late Skate and free Public Swim took place on July 13th and there were about 250 attendees. Next event will be Color Run on August 9th at the City Park from 6:30pm-9:30pm and there will be kids Zumba, glow jewelry, remote broadcast on the radio and free food.

4 CONSENT CALENDAR

Mayor Pro-Tem Salinas

Agenda Packet Pages 1-12

1. City Council Meeting Minutes for July 10, 2018
2. Warrant List for July 24, 2018
3. Salary Schedule Matrix as of July 1, 2018
4. Replace Advances to the General Fund from Fund 263 (Transportation) with Advances from Various Locally Controlled Funds – Resolution 18-38

SPEAKER	COMMENTS
Cortes	There should be two corrections to the Meeting Minutes and they are: The spelling of Virginia Loya's last name and the name of Salvador Segura.

Motion: To accept with corrections

1 st	2 nd	Velasquez	Watson	Cortes	Salinas	Kimball	Result
Cortes	Watson	Yes	Yes	Yes	Yes	Absent	4-0 approved

5 RESOLUTION 18-37

Mario Zamora, City Attorney

Agenda Packet Pages 13-14

Consideration of Resolution No. 18-37 Ordering the Continued Maintenance of Landscape and Lighting Maintenance Districts and Confirming the Engineer's Report and Assessment for FY 2018-19
[Continued from Meeting on July 10, 2018 when Public Hearing was closed.]

SPEAKER	COMMENTS
Zamora	Explained that this was a continuation from the last meeting to address some concerns that Mr. Alcantar, homeowner at this District had. Basically, there were two questions. 1. Was the Sierra Vista District formed correctly and 2. Are the Assessments on the District assessed correctly. There are a few documents that he presented. Resolution 05-19 from 2005 which stated the approval of the subdivision and Section #27 shows that there would be a Lighting and Landscape Assessment District (LLAD). In 2007 there are other documents that address the formation of the LLAD. A memo, Resolutions No. 07-16 and No. 07-17, Engineer's Report. The Engineer's Report shows the original assessment value of \$502.84. He explained that because the assessment amount is not increasing above what was previously established, there is no vote required by the landowners. Only if the assessment was going to be increased above the \$502.84 amount would the landowners have a vote.
Cortes	Asked if this information had been shared with Mr. Alcantar?
Zigler	Stated that the information had not been shared with Mr. Alcantar but that we had received an email from Mr. Alcantar asking the status and since Mr. Zamora had not reported to Council and there was no decision made until tonight. Mr. Zamora will be responding to Mr. Alcantar.

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Cortes	Had some concerns about how people would know if the home they were buying was in a LLAD. She shared her story and explained she didn't know when she purchased her home.
Zamora	Explained that information about LLAD are in the Escrow Documents, the Title Report, and that he understands that there are a lot of documents people sign but the information is there. Sometimes the Realtors don't point that out.
Cortes	She believes there is some frustration with the LLAD's because they don't see improvements.
Zigler	Stated that staff have been told about Council member Cortes's concerns and they will be checking to make sure things are being kept up. The City outsources the work in the LLAD's and City wants to do a better job.
Camarena	Stated that the maintenance is paid by the district and described other scenarios of what can happen within the districts and their cost.

Motion: To accept Resolution 18-37

1 st	2 nd	Velasquez	Watson	Cortes	Salinas	Kimball	Result
Velasquez	Watson	Yes	Yes	Yes	Yes	Absent	4-0 approved

6 PUBLIC HEARING

Brian Spaunhurst, Asst. Planner
Agenda Packet Pages 15-21

Ordinance No. 568 – 1st Reading
Amend Title 18 Zoning, Section 18.14.040.B.16 Political Campaign Signs & Section 18.14.040.B.12.b.i Sign Permit Requirement, in conformance with State law.

SPEAKER	COMMENTS
Spaunhurst	This ordinance will cleanup and maintain language that will conform with State law and allows everyone to exercise their free speech.
In Favor	Eric Sinclair stated he was in favor of this Ordinance
Opposed	None

Motion: Adopt Ordinance as written – with waiving of reading

1 st	2 nd	Velasquez	Watson	Cortes	Salinas	Kimball	Result
Velasquez	Cortes	Yes	Yes	Yes	Yes	Absent	4-0 approved

7 PUBLIC HEARING

Brian Spaunhurst, Asst. Planner
Agenda Packet Pages 22-44

Ordinance No.569 – 1st Reading
Amend Title 18 Zoning, Section 18.24.030 Definitions, in conformance with State law.

SPEAKER	COMMENTS
Spaunhurst	This ordinance will help with how the city defines different types of housing.
Velasquez	Asked if this ordinance have anything on Tiny Homes?
Spaunhurst	Confirmed there is nothing on Tiny homes, but the City is looking at possibly adding this in the future. He is in the process of doing research on this.
In Favor	None
Opposed	None



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Motion: Adopt Ordinance as written – with waiving of reading

1 st	2 nd	Velasquez	Watson	Cortes	Salinas	Kimball	Result
Cortes	Velasquez	Yes	Yes	Yes	Yes	Absent	4-0 approved

8 ACTION ITEM

Brian Spaunhurst, Asst. Planner
Agenda Packet Pages 45-49

PPN 18-24 Site Plan Minor Revision – Chito’s Asadero
Request Minute Order Approval of a minor revision to a previously approved site plan.

SPEAKER	COMMENTS
	Mayor Pro-Tem Salinas excused himself & left the Council Chambers before this item was presented.
Spaunhurst	The request is to build a shade structure at Chito’s Asadero. This is a minor change and he provided a drawing of what the structure would look like.
Watson	Asked if this was just a standard improvement.
Spaunhurst	Confirmed

Motion: To approve

1 st	2 nd	Velasquez	Watson	Cortes	Salinas	Kimball	Result
Cortes	Velasquez				Abstained	Absent	3-0 approved

9 ACTION ITEM

Mike Camarena, City Services Dir.
Agenda Packet Pages 50-68

Acceptance of Grant Deeds
Hermosa Street/Westwood Avenue Roundabout Project Grant Deed Acceptance

SPEAKER	COMMENTS
Camarena	Explained the request was to accept five grant deeds for the areas that are required for the proposed roundabout. This area is known as right of way acquisition.

Motion: To approve by minute order

1 st	2 nd	Velasquez	Watson	Cortes	Salinas	Kimball	Result
Cortes	Watson					Absent	4-0 approved

10 ACTION ITEM

Mike Camarena, City Services Dir.
Agenda Packet Pages 69-73

Award Contract: Engineers for Hermosa Street/Westwood Avenue Roundabout Project

SPEAKER	COMMENTS
Zigler	Asked for a 5-minute recess for staff to discuss something.
Camarena	On July 25 th City received three bids for the roundabout project with DOD Construction, LTD out of Bakersfield being the lowest bidder. There was a discussion about a demand letter that was received this afternoon at 2:15pm by the 2 nd lowest bidder. Council was provided an abstract handout that is included in the agenda. Staff will do some research on the type of license that is or is not required and then decide and advise Council.
Velasquez	Asked If item removed from one bidder are also removed from the other two?



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Camarena	Confirmed such items would be removed from all three and it will not change the lowest bidder.
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Motion: To approve with recommendations

1 st	2 nd	Velasquez	Watson	Cortes	Salinas	Kimball	Result
Watson	Velasquez					Absent	4-0 approved

11 ACTION ITEM

Mike Camarena, City Services Dir.

Agenda Packet Pages 74-75

Reject Bids: Hermosa Street/Westwood Avenue Roundabout Landscape Project

SPEAKER	COMMENTS
Camarena	Advised Council that the City received two bids, and both significantly exceeded the Opinion of Probable Cost (OPC) of \$71,000. There is opportunity to rebid the landscaping portion of the project.
Velasquez	Since the bids were significantly higher is there a chance that the OPC amount is incorrect?
Camarena	Explained that the City expected more bids and the possibility that everyone is busy and does not have the time for this job.
Zigler	Staff will come back to Council with several recommendations.

Motion: To reject the bids

1 st	2 nd	Velasquez	Watson	Cortes	Salinas	Kimball	Result
Cortes	Velasquez					Absent	4-0

12 ACTION ITEM

Mike Camarena, City Services Dir.

Agenda Packet Pages 76-80

Soccer Park Fence (Sequoia Avenue) and Equipment Study Session Selection of Fencing

SPEAKER	COMMENTS
Camarena	Discussion about the two options for the fence and the area it would cover. Also, explained monies to pay for this would have to come from the Parks Fund and not from the HRPP grants money.
Velasquez	Asked about the standard fence and if we could get that in a different color
Salinas	He would prefer green and discussed about some other areas that don't have fence and the possibility of installing some in those areas.
Camarena	Stated he was aware of the open areas and this could be a project for City Staff.
Zigler	Possible funding source for this item could be the proceeds from a pending sale of City property in the middle of August.
Camarena	There was a brief discussion of other equipment that will be needed to complete this project.
Cortes	Mentioned that currently Coaches bring their own equipment.

Motion: To approve 8' tall green standard fence.

1 st	2 nd	Velasquez	Watson	Cortes	Salinas	Kimball	Result
Velasquez	Cortes					Absent	4-0 approved



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13 INFORMATIONAL

Discussion on the Future of Economic Development Corporation (EDC)

Bill Zigler, City Manager

SPEAKER	COMMENTS
Zigler	Discussion about the City's future with the EDC. Discussed issues between the City and EDC including shrinking budgets and EDC deliverables. Requested direction from Council how best the EDC could support the City of Lindsay. Suggested focusing on retail. Reminded Council that the City is committed to the EDC for the current fiscal year.
	After extensive discussion Councilmember Velasquez indicated he would resign from his EDC board position.
Zigler	Added that Staff will bring filing the EDC Board position as an Agenda item on August the 14 th .

14 INFORMATIONAL

Update on 4th of July and Fireworks

Chief Hughes

SPEAKER	COMMENTS
Zigler	Postponed to next meeting – Chief is out sick

15 FUTURE AGENDA ITEMS

Council members request items for future agendas.

Council Members

SPEAKER	COMMENTS
Cortes	There are three items she would like to see on future agenda's and they are: Possibly banning all fireworks, the naming of the soccer fields and the possibility of using Solar Panels for the carport area behind City Hall.

16 ADJOURN

Council adjourns meeting. The next Regular City Council meeting will be held at 251 E. Honolulu Street, Lindsay at 6:00PM on August 14, 2018.

Mayor Pro-Tem Salinas

Motion: To adjourn at 8:03pm

1 st	2 nd	Velasquez	Watson	Cortes	Salinas	Kimball	Result
Cortes	Watson					Absent	4-0 approved

ATTEST:

CITY COUNCIL OF THE CITY OF LINDSAY

Bret Harmon, City Clerk

Pamela Kimball, Mayor

(SP 44)

FUND	Check #	Date	Vendor #	Vendor Name	Description	Amount
TOTAL						\$ 114,264.11
101 - GENERAL FUND	92672	7/27/2018	4924	ASI ADMINISTRATIVE	JUNE 2018 COBRA ADM	35.00
101 - GENERAL FUND	92673	7/27/2018	5457	AUTO ZONE COMMERCIA	TURBO 108 OCTANE	204.48
101 - GENERAL FUND	92674	7/27/2018	4135	BILL WALL'S DIRECT	DISCUSSION ABOUT DA	138.36
101 - GENERAL FUND	92675	7/27/2018	1979	CALIFORNIA BUILDING	SB1473	125.10
101 - GENERAL FUND	92676	7/27/2018	5619	CENTRO CRISTIANO LA	FIRE WORKS DEPOSIT	100.00
101 - GENERAL FUND	92677	7/27/2018	3845	CHADS AUTO GLASS	LIC#1405528 PD	235.62
101 - GENERAL FUND	92680	7/27/2018	111	DEPT OF CONSERVATIO	HAZARD-RESIDENTIAL	320.60
101 - GENERAL FUND	92682	7/27/2018	5596	DIVISON OF THE STAT	2ND QTR 2017/2018	981.50
101 - GENERAL FUND	92683	7/27/2018	119	DOUG DELEO WELDING	BOTTLE RENTAL JULY	1,076.38
101 - GENERAL FUND	92685	7/27/2018	6010	FRONTIER COMMUNICAT	209-042-9309	1,644.38
101 - GENERAL FUND	92687	7/27/2018	5647	GRISWOLD,LASSALLE,C	MAY CITY COUNCIL	5,762.16
101 - GENERAL FUND	92688	7/27/2018	6253	HARDCASTLE SPECIALT	MCD FIRE ALARM	175.00
101 - GENERAL FUND	92689	7/27/2018	6100	KEENAN & ASSOCIATES	JULY MEDICAL PREMIU	47,746.98
101 - GENERAL FUND	92690	7/27/2018	6225	LIFTOFF LLC	OFFICE 365 YEARLY	4,620.00
101 - GENERAL FUND	92691	7/27/2018	4067	LINCOLN NAT'L INSUR	JULY 2018 DENTAL	3,351.03
101 - GENERAL FUND	92692	7/27/2018	2473	LINDSAY CULTURAL AR	FIREWORKS DEPOSIT	100.00
101 - GENERAL FUND	92693	7/27/2018	6321	LINDSAY HEALTHY STA	ARBOR DEPOSIT REFUN	100.00
101 - GENERAL FUND	92694	7/27/2018	6320	MARIA GUTIERREZ	ARBOR DEPOSIT REFUN	100.00
101 - GENERAL FUND	92696	7/27/2018	6280	MINERAL KING TOXICO	ACCT 88992102	340.00
101 - GENERAL FUND	92697	7/27/2018	5625	NGLIC-SUPERIOR VISI	JULY VISION	516.04
101 - GENERAL FUND	92698	7/27/2018	6319	OFELIA OROZCO	ARBOR DEPOSIT REFUN	100.00
101 - GENERAL FUND	92699	7/27/2018	272	PITNEY BOWES INC.	8000-9090-0702-7779	2,000.00
101 - GENERAL FUND	92700	7/27/2018	1849	PORTERVILLE VALLEY	ERASIO CASTANEDA	185.00
101 - GENERAL FUND	92705	7/27/2018	285	QUILL CORPORATION	OFFICE SUPPLIES	432.13
101 - GENERAL FUND	92706	7/27/2018	5931	ROYAL RANGERS	FIREWORKS DEPOSIT	100.00
101 - GENERAL FUND	92707	7/27/2018	302	SEQUOIA TOWING	CASE#17-1896	360.00
101 - GENERAL FUND	92709	7/27/2018	598	SIERRA VIEW DISTRIC	MAY	100.00
101 - GENERAL FUND	92710	7/27/2018	310	SOUTHERN CA. EDISON	3-033-5943-68	746.50
101 - GENERAL FUND	92711	7/27/2018	6146	SUPERION, LLC	JULY	3,370.34
101 - GENERAL FUND	92712	7/27/2018	5755	TELEPACIFIC COMMUNI	105466308-0	5,542.57
101 - GENERAL FUND	92713	7/27/2018	5792	THOMSON REUTERS - W	JUNE 2018	243.78
261 - GAS TAX FUND	92681	7/27/2018	113	DEPT OF TRANSPORTAT	SIGNALS & LIGHTING	292.88
400 - WELLNESS CENTER	92695	7/27/2018	6318	MEDIA PAGES	WELLNESS LISTING	497.87
552 - WATER	92678	7/27/2018	6317	DCW CONTRACTORS INC	REFUND WATER METER	501.69
552 - WATER	92679	7/27/2018	388	DENNIS KELLER/JAMES	UPDATE DBP DATA	1,753.34
552 - WATER	92684	7/27/2018	137	FRIANT WATER AUTHOR	MONTHLY SHARE	5,815.49
552 - WATER	92686	7/27/2018	2283	GOLDEN STATE FLOW M		14,118.40
552 - WATER	92701	7/27/2018	5796	PRESORT OF FRESNO L	UB 7/5/18	1,592.78
552 - WATER	92703	7/27/2018	399	QUAD KNOPF,INC.	WELL #15 PIPELINE	1,057.00
552 - WATER	92714	7/27/2018	348	UNDERGROUND SERVICE	ANNUAL FEE	552.02
553 - SEWER	92702	7/27/2018	4618	PROVOST & PRITCHARD	2017 GWM REPORTING	465.00
553 - SEWER	92704	7/27/2018	5684	QUIK-ROOTER	MAIL LINE PLUGED	685.00
553 - SEWER	92715	7/27/2018	4716	WALO'S AUTO REPAIR	DINO TRUCK #18	1,053.69
779 - 00-HOME-0487	92671	7/27/2018	2397	ALL STATE	HAZARD-GUARDADO	776.00
889 - SIERRA VISTA ASSES	92708	7/27/2018	4961	SIERRA DESIGNS, INC	SIERRA VISTA LANDSC	4,250.00



Monthly Treasurer's Report
July 31, 2018
Cash Balances Classified by Depository

CASH RESOURCES

LOCATION	GL ACCOUNT #	TYPE	BALANCE
Cash Register Funds (City Hall & Wellness)	100-102	RES	\$800
Bank of the Sierra - Payroll	100-106	GEN	\$603,720
Bank of the Sierra - AP/Operating	100-100	GEN	\$1,386,647
Bank of the Sierra - Wellness Center	100-500	GEN	\$41,589
Bank of the Sierra - Impound Account	100-120	RES	\$18,360
Bank of the Sierra - WWTP Project	100-553	RES	\$3,129
Bank of the Sierra - Water Project	100-552	RES	\$152
Bank of the Sierra- Depository Account	100-114	GEN	\$1,600,683
LAIF Savings: City & Successor Agency	100-103	INV-RES	\$419,937
TOTAL			\$4,075,017

CASH EXPENDED

ACCOUNTS PAYABLE & PAYROLL	AMOUNT
Accounts Payable	\$217,929
Payroll (July 06 Payday)	\$211,483
Payroll (July 20 Payday)	\$187,564
TOTAL	\$ 616,975

DEBT SERVICE	AMOUNT
CalHFA RDLP	\$22,500
TOTAL	\$ 22,500

INVESTMENTS

INVESTMENT POLICY COMPLIANCE

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

INVESTED FUNDS	\$419,937
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Respectfully submitted,

Bret Harmon

Director of Finance
 City of Lindsay

ABBREVIATIONS

GEN: GENERAL UNRESTRICTED
 RES: RESTRICTED ACTIVITY
 INV: INVESTMENT



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: August 14, 2018
AGENDA #: 5.4
STAFF: Chief Hughes, Public Safety Department

AGENDA ITEM

TITLE	Police Firing Range Cooperative Agreement
ACTION	Authorize contract extension
PURPOSE	Contract Requirement
OBJECTIVE	Live in a safe, clean, comfortable and healthy environment Dedicate resources to retain a friendly, small-town atmosphere

RECOMMENDATION

Staff respectfully recommends the City Council authorize the police firing range cooperative agreement renewal.

BACKGROUND | ANALYSIS

The public safety department utilizes the Porterville police firing range for training purposes. It is the closest range to the City of Lindsay. The range cooperative agreements have a one-year term. Each year the public safety department requests a renewal of the agreement.

The City uses the range approximately once per month in each month of the year.

IMPACT

The firing range offers a safe training location for public safety officers. The City will pay \$1,500 for the year.

ALTERNATIVES

- Authorize agreement renewal.
- Postpone renewal.
- Decline renewal and give direction to staff.

PUBLIC OUTREACH

Published in this agenda.

ATTACHMENTS

- Range agreement
-



POLICE FIRING RANGE COOPERATIVE AGREEMENT

This Agreement is entered into as of July 1, 2018, between the CITY OF PORTERVILLE (“CITY”), and the CITY OF LINDSAY (“LINDSAY”), (each a “Party,” and collectively, the “Parties”), with reference to the following:

- A. The Parties desire to allow the use of the CITY Police Firing Range (“Range”) by the Lindsay Police Department (“LPD”).
- B. The Parties are willing to enter into this Agreement on the terms and conditions set forth below.

ACCORDINGLY, IT IS AGREED:

1. The term of this Agreement shall be for one (1) year, commencing on July 1, 2018, and ending on June 30, 2019.
2. LPD desires use of the Range approximately twelve (12) times per agreement year, at the frequency of approximately one (1) use per month.
3. The cost per agreement year shall be fifteen hundred (\$1,500) dollars.
4. The CITY shall furnish use of the Range to the LPD including restroom facilities if available, and shall pay all taxes, insurance, maintenance fees, and all other costs required to provide use of the Range in accordance with this Agreement.
5. LPD shall have the use of on-site firearms buildings located at the Range for training programs. Any available classroom facility may be used on a case-by-case basis, without additional charge, when arranged through the Porterville Police Department (“PPD”) Range Supervisor.
6. PPD and LPD agree the Range shall be open and usable by members of LPD at such times that are mutually agreeable to both parties. Exclusive use of the facilities by LPD must be coordinated with, and scheduled by the PPD Range Supervisor.

7. Prior to exclusive use of the Range, LPD will submit their training agenda and course of fire to the PPD Range Supervisor for approval.
8. LPD agrees that its members using the Range under this Agreement shall be governed by the range safety rules established by PPD. (Firearms Range Rules and Regulations, attached.)
9. On their scheduled training days, the LPD Range Master shall contact PPD Watch Commander upon their arrival and departure from the RANGE.
10. After use of the facility, LPD agrees to ensure the Range is cleaned properly of all debris resulting from their use, including brass. Brass will be left in containers (containing only brass) at the Range for disposal by PPD.
11. Notwithstanding Section 16 herein, both the PPD and LPD reserve the right to cancel this Agreement with thirty (30) days advance written notice to the other, for any (or no) reason. The cost shall be prorated to account for the period the contract was in effect.
12. The amount to be paid by LINDSAY will be due and payable as follows: LINDSAY shall pay the amount as invoiced by the CITY on an annual basis of the agreed-upon cost within thirty days of receiving said invoice(s).
13. Indemnity/Hold Harmless Agreement: LINDSAY shall indemnify, defend, and hold harmless the City, its officers, employees, agents and volunteers ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of LINDSAY's performance of its obligations under this agreement or out of the operations conducted by LINDSAY, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from LINDSAY's performance of this agreement, LINDSAY shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.
14. General Liability Insurance: LINDSAY shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence. LINDSAY's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies.

- a. Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement.
15. Except as otherwise required by law, any notice to be given shall be in writing and shall be either personally delivered, sent by facsimile transmission, or sent by first-class mail, postage prepaid, and addressed as follows:

CITY OF PORTERVILLE:

City Clerk of the City of Porterville
291 N. Main Street
Porterville, CA 93257
Phone: 559-782-7447
Fax: 559-782-7452

CITY OF LINDSAY:

City Clerk of the City of Lindsay
251 East Honolulu Street
Lindsay, CA 93247
Phone: 559-562-7103
Fax: 559-562-7100

Notice personally delivered is effective when delivered. Notice sent by facsimile transmission shall be deemed received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after mailing. Any Party may change the above address, phone number, or fax number by giving written notice pursuant to this paragraph.

16. No part of this Agreement may be assigned by any of the Parties without the prior written consent of the other Party(ies).

17. Termination.

- a. The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating Party may be entitled to by law or under this Agreement.

- 1) This Agreement may be terminated by any Party should another Party:

- a) be adjudged bankrupt;
- b) become insolvent or have a receiver appointed;

- c) make a general assignment for the benefit of creditors;
- d) suffer any judgment which remains unsatisfied for 30 days and which would substantively impair the ability of the judgment debtor to perform under this Agreement; or
- e) materially breach this Agreement.

2) For any occurrences except item e), termination may be effected upon written notice by the terminating Party specifying the date of termination.

3) Upon a material breach, the Agreement may be terminated following the failure of the defaulting Party to remedy the breach to the satisfaction of the non-defaulting Party(ies) within five (5) days of written notice specifying the breach. If the breach is not remedied within the five (5) day period, the non-defaulting Party may terminate the Agreement on further written notice specifying the date of termination.

4) If the nature of the breach is such that it cannot be cured within a five (5) day period, the defaulting Party may submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting parties consent to that proposal in writing, which consent shall not be unreasonably withheld, the defaulting Party shall immediately embark on its plan to cure. If the default is not cured within the time agreed, the non-defaulting Party(ies) may terminate upon written notice specifying the date of termination.

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

18. This Agreement represents the entire Agreement between the Parties as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of all Parties.

19. This Agreement reflects the contributions of all Parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.

20. Unless specifically set forth, the Parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.
21. The failure of any Party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for the breach or any subsequent breach. The acceptance by any Party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by any other Party.
22. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the Parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either Party is lost, the Agreement may be terminated at the option of the affected Party.
23. Each Party agrees to execute any additional documents and to perform any further acts that may be reasonably required to effect the purposes of this Agreement.
24. It is expected that this agreement will continue into coming years. In June of each year of the agreement, the Porterville Chief of Police and the Lindsay City Manager, or their designees, shall convene a meeting to discuss the agreement. If the agreement is continued, the Porterville Chief of Police shall provide the new cost (if applicable), and the new agreement will indicate the amount of funding each party shall be responsible for.

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

CITY OF PORTERVILLE:

Eric Kroutil, Chief of Police

Date

CITY OF LINDSAY:

Chris Hughes, Public Safety Director

Date



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: August 14, 2018
AGENDA #: 5.5
STAFF: Bret Harmon, Director of Finance, bharmon@lindsay.ca.us

AGENDA ITEM

TITLE **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY AUTHORIZING STAFF TO SUBMIT A CLAIM TO TULARE COUNTY ASSOCIATION OF GOVERNMENTS FOR REGIONAL SURFACE TRANSPORTATION PROGRAM (RSTP) FUNDS IN EXCHANGE FOR STATE HIGHWAY ACCOUNT FUNDS.**

ACTION Approve Resolution 18-39

PURPOSE Satisfy TCAG requirement to authorize exchange of funds.

RECOMMENDATION

Staff respectfully recommends the City Council approve Resolution 18-39 authorizing staff to submit a claim to Tulare County Association of Governments for regional surface transportation program funds in exchange for state highway account funds.

BACKGROUND | ANALYSIS

The City can submit a claim to TCAG to receive Regional Surface Transportation Program (RSTP) Funds in Exchange for State Highway Account Funds. TCAG notifies the City when funds are available to claim for projects and the amount available. Currently, there is \$137,950 for the City of Lindsay. The claim process requires the City to send a resolution and claim form to TCAG for the funds. The City regularly participates in the exchange program.

The funds need to be used for various roadway improvement and rehabilitation projects. The City Services department will identify which projects qualify for the funds. The roundabout project alone would eclipse the funds available through this claim. The Finance Department will track the funds to ensure they are recorded appropriately.

IMPACT

The exchange provides the City with funds it can more readily use for surface transportation projects. There are no negative impacts from an exchange.



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: August 14, 2018
AGENDA #: 5.5
STAFF: Bret Harmon, Director of Finance, bharmon@lindsay.ca.us

ALTERNATIVES

- Authorize the exchange.
- Not authorize the exchange.
- Postpone the decision or give staff different direction.

PUBLIC OUTREACH

Posted in this agenda.

ATTACHMENTS

- Resolution 18-39
- Completed claim form



RESOLUTION OF THE CITY OF LINDSAY

NUMBER 18-39

TITLE **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY AUTHORIZING STAFF TO SUBMIT A CLAIM TO TULARE COUNTY ASSOCIATION OF GOVERNMENTS FOR REGIONAL SURFACE TRANSPORTATION PROGRAM (RSTP) FUNDS IN EXCHANGE FOR STATE HIGHWAY ACCOUNT FUNDS.**

MEETING At a regularly scheduled meeting of the City of Lindsay City Council held on August 14, 2018 at 6:00PM at 251 E. Honolulu Street, Lindsay, CA 93247.

WHEREAS, The Tulare County Association of Governments (TCAG) offers Regional Surface Transportation Program (RSTP) Funds in exchange for State Highway Account Funds; and

WHEREAS, the RSTP funds must be used for roadway related projects; and

WHEREAS, TCAG has notified the City of Lindsay that the currently available amount for the City of Lindsay to claim is \$130,724;

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

SECTION 1. City Staff are authorized and directed to submit the claim of \$137,950 for various roadway rehabilitation projects. Staff are directed to apply the claimed funds to qualified projects.

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

MEETING DATE	
MOTION	
2 nd MOTION	
AYES	
ABSENT	
ABSTAIN	
NAYS	



RESOLUTION OF THE CITY OF LINDSAY

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

Bret Harmon, City Clerk

Pamela Kimball, Mayor

**Claim to the Tulare County Association of Governments
for Regional Surface Transportation Program (RSTP) Funds in Exchange for
State Highway Account Funds FY2017-2018**

Claimant: City of Lindsay

FY17/18 Claim Amount: \$137,950

Claim Guidelines:

Projects outlined in the table below to be funded with this claim are only those projects that are defined under Sections 133(b) and 133(c) of Title 23, United States Code and Article XIX of the California State Constitution, implemented in accordance with the requirements of Section 182.6(d)(1) of the Streets and Highways Code.

Claim Instructions:

1. List (print or type) each **INDIVIDUAL** project to be funded with this claim.
2. List the amount of funds to be used for each project.
3. If the project is not a capacity expanding project and is exempt from the air quality conformance analysis check the “Exempt” box. (☒)
4. If the project is a capacity expanding project and the “build” alternative of the air quality conformance analysis has been completed for the project as required check the “Air Quality” box. (☒)

Project	Cost of Project	Air Quality	Exempt
1. Various Roadway Rehabilitation and Improvement Projects	\$ 137,950	<input type="checkbox"/>	<input type="checkbox"/>
2.	\$	<input type="checkbox"/>	<input type="checkbox"/>
3.	\$	<input type="checkbox"/>	<input type="checkbox"/>
4.	\$	<input type="checkbox"/>	<input type="checkbox"/>

**Claim to the Tulare County Association of Governments
for Regional Surface Transportation Program (RSTP) Funds in Exchange for
State Highway Account Funds FY 2017-2018**

Claimant: City of Lindsay

FY 2017-2018 Claim Amount: \$137,950

It is understood by **City of Lindsay**, (claimant) that payment of this claim is subject to approval by the TCAG Governing Board and must be in accordance with the TCAG and Caltrans Agreement. Said monies (and the interest earned on such monies subsequent to allocation) will be used only for those purposes for which the claim is approved.

The undersigned claimant, by accepting these funds agrees to establish a special account for the purpose of depositing funds received from TCAG pursuant to this agreement:

- a. For cities, within their Special Gas Tax Street Improvement Fund; or
- b. For the county, within their County Road Fund

The undersigned claimant, by accepting these funds, agrees to grant the State of California auditors access to their books and records for the purpose of verifying that funds paid hereunder are properly accounted for and proceeds are expended in accordance with the terms of this agreement. All documents will be available for inspection by authorized Caltrans agents at any time during the project development and for a four-year period from the date of completion of the project, or one year after the audit is completed or waived by Caltrans, whichever is later.

If the undersigned claimant fails to use funds received hereunder in accordance with the terms of the agreement, the claimant agrees to return the exchange funds to TCAG for credit to the special account described above.

Further, the **Director of Finance** of the claimant certifies that the financial information contained herein, is reasonable and accurate to the best of his/her knowledge.

Authorized Representative:

Signature

Bret Harmon

Print Name

Director of Finance

Title

August 1, 2018

Date

Executive Director, TCAG

Print Name



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: August 14, 2018
AGENDA #: 5.6
STAFF: Bill Zigler, City Manager, wzigler@lindsay.ca.us

AGENDA ITEM

TITLE	Bureau of Cannabis Control Proposed Regulations-July 2018
ACTION	Approve Mayor to sign Letter to Bureau of Cannabis Control
PURPOSE	Council Discretion
OBJECTIVE	Live in a safe, clean, comfortable and healthy environment Dedicate resources to retain a friendly, small-town atmosphere

RECOMMENDATION

Staff respectfully recommends the City Council approve the Mayor to sign the letter to the Bureau of Cannabis Control.

BACKGROUND | ANALYSIS

The League of California Cities® appreciates the opportunity to comment on the proposed regulations released in July 2018 that seek to formally adopt the emergency regulations implemented in December 2017. The League respectfully oppose these regulations until such time as they are amended to address the concerns listed above.

FISCAL IMPACT

None.

PUBLIC OUTREACH

Published in this agenda.

ATTACHMENTS

- Final Action Alert
 - Final BCC Regulations
 - Letter from Lindsay City Council
-

ACTION ALERT!

Bureau of Cannabis Control Proposed Regulations Local Jurisdictions and Forced Allowance of Cannabis Deliveries OPPOSE

BACKGROUND:

Existing law, constructed by both the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA) and Proposition 64, states that local jurisdictions have the ability to adopt and enforce local ordinances to regulate cannabis businesses. Existing law also states that a local jurisdiction shall not prevent the delivery of cannabis or cannabis products on public roads by a licensee acting in compliance with local and existing law.

The Proposed Regulations (“BCC Proposed Regs.”), issued by the Bureau of Cannabis Control (BCC), would remove local jurisdictions’ authority to decide if cannabis deliveries should be allowed in their communities.

WHAT DO THESE PROPOSED REGULATIONS DO?

Section 5416(d), would drastically preempt local control and regulatory authority by authorizing cannabis delivery anywhere in the state regardless of conflicting local regulations or bans. These regulations go against the intent of voters who passed Proposition 64, by removing a local jurisdiction’s ability to allow or ban cannabis deliveries.

Consequently, these regulations will remove a critical part of the local enforcement model of cannabis legalization and open up all communities to having cannabis delivered to their front doors.

Sections 5001(c) (11) and 5002(c) (28) would undermine the ability of local agencies to ensure community standards are met by reducing from 60 to 10 days the period to verify if a licensee has obtained necessary local approvals.

The BCC Proposed Regs. also create a 10-day shot clock for cities to respond to the BCC’s inquiry of the validity of either an annual or temporary cannabis license. Cities need more time to review license applications before they are deemed valid. Ensuring that a local jurisdiction has approved of either a temporary or annual license is key to promoting public safety and should not be reduced to an over-the-counter approval process.

ACTION:

The Bureau of Cannabis Control needs to hear from cities. **Please send your CITY LETTERS in OPPOSITION to the BCC Proposed Regs. as soon as possible.**

The written comment period for the BCC Proposed Regs. closes at **5pm on August 27, 2018.**

For email comment letters, send to: BCC.comments@dca.ca.gov

Address letters to:
Lori Ajax, Chief
Bureau of Cannabis Control
P.O. Box 419106
Rancho Cordova, CA 95741

In addition, there are three public hearings scheduled for persons wishing to make oral comments:

1. Tuesday August 7, 2018, 10 a.m. to 12:00 p.m.
Hilton Oakland Airport, One Hegenberger Road, Oakland, CA 94621
2. Tuesday August 14, 2018, 10 a.m. to 12:00 p.m.

Millennium Biltmore Hotel, 506 South Grand Avenue, Los Angeles, CA 90071

3. Monday August 27, 2018, 10 a.m. to 12:00 p.m.
Tsakopoulos Library Galleria, 828 I Street, Sacramento, CA 95814

TALKING POINTS:

- The BCC Proposed Regs. removes the ability for local jurisdictions to decide what is appropriate for their communities by removing their authority to ban deliveries.
- The BCC Proposed Regs. will remove a critical part of the local enforcement model of cannabis legalization and open up all communities to having cannabis delivered to their front doors. This is contrary to the framework understood by the voters when approving Prop. 64.
- An influx of cannabis deliveries would require an increase in public safety costs for enforcement to ensure the safety of the public.
- For cities who have authorized cannabis businesses, but not deliveries, the delivery provision in these regulations would undercut the viability of legal brick and mortar businesses in those cities.
- As California's experiment with legalizing cannabis unfolds, the City of Lindsay opted to not allow sales and distribution within its jurisdiction while we observe the experience in other jurisdictions. The BCC Proposed Regs. will eliminate our statutory right to do that.
- The BCC Proposed Regs. are an overreach by the BCC. Forcing cities to allow delivery of cannabis is not a clarification of existing law; it is an unjustified expansion of existing law.
- The City of Lindsay believes the BCC Proposed Regs are a vast over-expansion of the BCC's authority and feel it is inappropriate to create such a policy through the regulatory process.
- SB 1302 by Senator Lara also tried to preempt local authority over cannabis deliveries. The failure of this bill to pass out of its first house indicates that there is little appetite in the legislature and from local governments for this level of preemption.
- By establishing a 10-day shot clock, these regulations create an unrealistic timeline for adequate local government review of cannabis licenses.
- If the BCC faces no such similar restriction on the timeline for their own reviews of applications to perform appropriate due diligence; why then impose such a different standard for local government?



July 27, 2018

Lori Ajax, Chief
Bureau of Cannabis Control
P.O. Box 419106
Rancho Cordova, CA 95741
Submitted via Email: bcc.comments@dca.ca.gov

RE: Bureau of Cannabis Control Proposed Regulations – July 2018

Dear Chief Ajax,

The League of California Cities[®] appreciates the opportunity to comment on the proposed regulations released in July 2018 that seek to formally adopt the emergency regulations implemented in December 2017.

We have carefully reviewed the packet of over 130 pages of regulations and concur that many of the provisions represent helpful clarifying changes that further the implementation of the law. However, we strongly object to two proposed changes that we view are in fundamental conflict with both the language and intent of Proposition 64 and will undermine a city's ability to effectively regulate cannabis at the local level:

- Section 5416(d), would drastically preempt local control and regulatory authority by authorizing cannabis delivery anywhere in the state regardless of conflicting local regulations or bans, and
- Sections 5001(c) (11) and 5002(c) (28) would undermine the ability of local agencies to ensure community standards are met by reducing from 60 to 10 days the period to verify if a licensee has obtained necessary local approvals.

In furtherance of our mission to preserve local authority, the League has outlined our serious concerns with these proposed regulations. A detailed explanation of our reasoning on each of our issues are as follows:

§5416(d). Removal of Limitations on Cannabis Deliveries:

Section 5416(d) is extremely troubling. This section subverts the intent of the voters who approved Proposition 64 by removing local governments' ability to prohibit cannabis deliveries within its jurisdiction.

Proposition 64's purpose and intent provisions expressly recognize the value of local control in regulating commercial cannabis activity. In brief, it provides that "[i]t is the intent of the People in enacting this Act to ... [a]llow local governments to ban nonmedical marijuana businesses ..."¹ Thus, under existing law — as articulated in Proposition 64 and, now, MAUCRSA—local governments can adopt and enforce local ordinances to ban or regulate *all* commercial cannabis activity, including deliveries, within their borders. Section 5416(d), as proposed, fundamentally alters this pillar of Proposition 64 by implying that cannabis deliveries are allowed in violation of local ordinances.

Further, an influx of unapproved local cannabis deliveries will decrease transparency of cannabis operations and increase public safety obligations and costs for local law enforcement agencies.

¹ (Initiative Measure (Prop. 64), §3(d), approved Nov. 8, 2016, eff. Nov. 9, 2016)
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That section 5416(d) contradicts existing law is illustrated further by the failure of Sen. Ricardo Lara’s SB 1302, which would have similarly preempted a local government from adopting or enforcing an ordinance that would ban cannabis deliveries within its jurisdiction. Not only did SB 1302 fail to attain the required two-thirds vote required by Proposition 64 for the enactment of amendments, it failed to pass out of its house of origin.

Because section 5416(d) goes beyond the statutory provisions of Proposition 64² and MAUCRSA, adoption of 5416(d) would exceed the Bureau of Cannabis Control’s (BCC) regulatory authority. California Business and Professions Code section 26013 limits the regulatory authority of the BCC to enacting rules and regulations that are “consistent with the purposes and intent of [Proposition 64].” By allowing deliveries in every jurisdiction in California, the BCC is fundamentally changing Proposition 64, not simply clarifying existing law. For these reasons, section 5416(d) should be removed from the regulations.

§5001(c) (11). Unrealistic Timelines for Adequate Local Government Review

Both sections 5001(c) (11) and 5002(c) (28) create a 10-day “shot clock” for cities to respond to the BCC’s inquiry of the validity of a license before that license is otherwise deemed valid. This 10 day “shot clock” does not afford cities sufficient time to review license applications and respond to the BCC. This rushed timeline would favor those who may intend to skirt local requirements rather than comply with them, and undermine a fundamental pillar of Proposition 64 that ensures local jurisdictions can regulate cannabis in their communities.

Under Business and Professions Code Section 26055(g)(2)(D), if an applicant fails to provide evidence of local compliance, cities have **60 days** to provide notification of compliance or noncompliance with local

² Below is a list of the numerous ways the proponents of Proposition 64, the ballot analysis of Proposition 64 written by the State Legislative Analyst, and existing law that explicitly grants local regulatory authority for cannabis and cannabis businesses, including deliveries, that these regulations will subvert:

- “For example, cities and counties could require nonmedical marijuana businesses to obtain local license and restrict where they could be located. Cities and counties could also completely ban marijuana-related businesses. However, they could not ban the transportation of marijuana through their jurisdictions.” (Ballot Pamp., General Elec. (November 8, 2016) analysis of Prop. 64 by the Legislative Analyst, p. 93.)
- “64 preserves local control.” (Ballot Pamp., General Elec. (November 8, 2016) rebuttal to Argument against Prop. 64, p. 99.)
- §2(E). “The Adult Use of Marijuana Act sets up a comprehensive system governing marijuana businesses at the state level and safeguards local control, allowing local governments to regulate marijuana-related activities, to subject marijuana businesses to zoning and permitting requirements, and ban marijuana businesses...” (Ballot Pamp., General Elec. (November 8, 2016) proposed text of Prop. 64, p. 179.)
- §3(d). “Allow local governments to ban nonmedical marijuana businesses as set forth in this act.” (Ballot Pamp., General Elec. (November 8, 2016) proposed text of Prop. 64, p. 179.)
- Cal Bus & Prof Code §26001(k) ““Commercial marijuana activity” includes the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, labeling, transportation, distribution, delivery or sale of marijuana and marijuana products as provided in this division.”
- Cal Bus & Prof Code §26055(d) “Licensing authorities shall not approve an application for a state license under this division if approval of the state license will violate the provisions of any local ordinance or regulation adopted in accordance with Section 26200.”
- Cal Bus & Prof Code §26090(e) “A local jurisdiction shall not prevent delivery of marijuana or marijuana products on public roads by a licensee acting in compliance with this division and local law as adopted under Section 26200.”
- Cal Bus & Prof Code §26200(a)(1) “This division shall not be interpreted to supersede or limit the authority of a local jurisdiction to adopt and enforce local ordinances to regulate businesses licensed under this division, including, but not limited to, local zoning and land use requirements, business license requirements, and requirements related to reducing exposure to secondhand

ordinances or regulations before a license application is deemed in compliance. With limited resources and the difficulty detecting fraud, it is unreasonable to think that cities will be able to properly verify licenses within 10 days. Such a change could allow applicants to send multiple purported local licenses to the BCC, knowing that a city may not have the time and resources to check each license's validity before the 10-day verification period ends. If upholding public safety and public health is "the #1 priority of the regulators that determine who qualifies for a marijuana business license,"³ then these regulations must be changed. It is also notable that the BCC faces no such similar restriction on the timeline for their own reviews of applications to perform appropriate due diligence; why then impose such a different standard for local government?

Ensuring that a local jurisdiction has approved either a temporary or annual license is key to promoting public safety⁴ and should not be reduced to an over-the-counter approval process. For these reasons, these proposed regulations must be amended from a 10-day to a 60-day period in both sections 5001(c)(11) and 5002(c)(28), in order to both reflect current law and ensure cities an appropriate amount of time to verify whether local licenses are indeed valid.

Additional Comments:

The League believes the two proposed regulations commented upon above go beyond the BCC's regulatory authority and instead create a new cannabis policy outside of the legislative process. California's voters were assured that "64 preserves local control"⁵ and these regulations chip away at the very foundation of local control by allowing cannabis deliveries to every jurisdiction in California.

For these reasons, we respectfully oppose these regulations until such time as they are amended to address the concerns listed above. We look forward to continued opportunities to comment on specific regulatory proposals. If you have any questions, please feel free to contact me at (916) 658-8252.

Sincerely,



Charles W.R. Harvey
Legislative Representative

³ (Ballot Pamp., General Elec. (November 8, 2016) rebuttal to Argument against Prop. 64, p. 99.)

⁴ Below is a list of several ways the proponents and intent language of Proposition 64 and existing law explicitly outline the need for local licensing approval provisions to ensure public safety:

- "64 makes the protection of public health and safety the #1 priority of the regulators that determine who qualifies for a marijuana business license."
(Ballot Pamp., General Elec. (November 8, 2016) rebuttal to Argument against Prop. 64, p. 99.)
- §3(c). "Allow local governments to enforce state laws and regulations for nonmedical marijuana businesses and enact additional local requirements for nonmedical marijuana businesses, but not require that they do so for a nonmedical marijuana business to be issued a state license and be legal under state law."
(Ballot Pamp., General Elec. (November 8, 2016) proposed text of Prop. 64, p. 179.)
- Cal Bus & Prof Code §26055(d) "Licensing authorities shall not approve an application for a state license under this division if approval of the state license will violate the provisions of any local ordinance or regulation adopted in accordance with Section 26200."

⁵ (Ballot Pamp., General Elec. (November 8, 2016) rebuttal to Argument against Prop. 64, p. 99.)



City of Lindsay

P.O. Box 369 - Lindsay, California 93247 - 251 Honolulu Street



July 31, 2018

Lori Ajax, Chief
Bureau of Cannabis Control
P.O. Box 419106
Rancho Cordova, CA 95741
Submitted via Email: bcc.comments@dca.ca.gov

RE: Bureau of Cannabis Control Proposed Regulations – July 2018

Dear Chief Ajax:

The City of Lindsay appreciates the opportunity to comment on the proposed regulations released in July 2018, which seek to codify the emergency regulations implemented in December 2017.

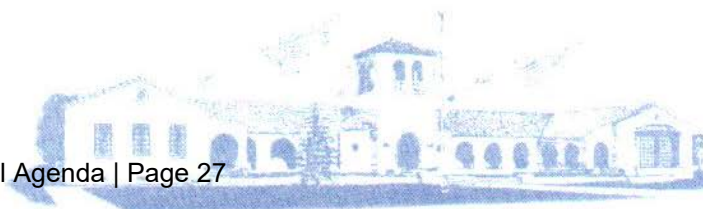
The City of Lindsay strongly objects to two proposed changes that we view are in fundamental conflict with both the language and intent of Proposition 64 and will undermine our city's ability to effectively regulate cannabis at the local level:

- Section 5416(d), would drastically preempt local control and regulatory authority by authorizing cannabis delivery anywhere in the state regardless of conflicting local regulations or bans, and
- Sections 5001(c) (11) and 5002(c) (28) would undermine the ability of local agencies to ensure community standards are met by reducing from 60 to 10 days the period to verify if a licensee has obtained necessary local approvals.

The City of Lindsay believes the two proposed regulations go beyond the BCC's regulatory authority and instead create a new cannabis policy outside of the legislative process. California's voters were assured that "64 preserves local control"¹ and these regulations chip away at the very foundation of local control by allowing cannabis deliveries to every jurisdiction in California.

Lindsay residents and their elected officials have voiced their opposition to the retail sale and distribution of cannabis within the City and have adopted a local ordinance reflecting this. Local governance is the cornerstone of our constitutional republic and any infringement on local control erodes the foundation of our nation and state. The City of Lindsay feels that residents can freely grow, purchase from authorized retailers and consume cannabis products as they desire. Infringement on local control in this case is not warranted, desired or beneficial. Finally, reducing the period to review licensees places an additional unfunded burden on already strained local resources.

¹ (Ballot Pamp., General Elec. (November 8, 2016) rebuttal to Argument against Prop. 64, p. 99.)



For these reasons, the City of Lindsay respectfully opposes these regulations until such time as they are amended to address the concerns listed above. We look forward to continued opportunities to comment on specific regulatory proposals.

Sincerely,

Pamela Kimball
Mayor
City of Lindsay

cc:

Rajveer Rakkar, League of California Cities, (rrakkar@cacities.org)
Meg Desmond, League of California Cities, cityletters@cacities.org





STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: August 14, 2018
AGENDA #: 5.7
STAFF: Bill Zigler, City Manager, wzigler@lindsay.ca.us

AGENDA ITEM

TITLE	Endorsement of November 2018 Water Bond
ACTION	Approve Resolution 18-40
PURPOSE	Council Discretion
OBJECTIVE	Live in a safe, clean, comfortable and healthy environment Dedicate resources to retain a friendly, small-town atmosphere

RECOMMENDATION

Staff respectfully recommends the City Council support the November Water Bond, Proposition 3.

BACKGROUND | ANALYSIS

The initiative will authorize the sale of \$8.877 billion in bonds to provide funding to repair California water infrastructure, including key categories like: safe drinking water, Sustainable Groundwater Management (SGMA) implementation, watershed restoration, fish and wildlife habitat conservation, infrastructure repair, and many other important water management programs.

In our frequently very dry state, our high-tech, agricultural and urbanized economy relies on an uninterrupted and high-quality water supply. By making water use more efficient, reducing the demand for water, providing new and diverse water supplies, improving the quality of our source watersheds, and protecting key environmental uses of water, this measure will assure that the economic and environmental engines of California are not derailed by a shortage of water.

California's water situation requires implementation of the Governor's Water Action Plan to provide for the water needs of people, agriculture and the environment. This division will help provide a more reliable water supply by reducing waste, increasing the amount of water available to meet our needs, and improving water quality. This division also provides additional protection for our communities from floods.

This division will implement cost effective methods of water development and conservation to meet California's present and future water needs in a changing climate, including capture of urban drainage and stormwater runoff, groundwater and brackish water desalting, groundwater storage, water recycling, water conservation, and watershed management, restoration, enhancement and protection.



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: August 14, 2018
AGENDA #: 5.7
STAFF: Bill Zigler, City Manager, wzigler@lindsay.ca.us

Dr. Gerald Meral, former Deputy Director of the California Department of Water Resources and proponent of the Water Bond initiative, have requested that every elected official, city, county, and water district in California adopt a resolution endorsing the Bond initiative. If successful, the initiative will authorize the sale of \$8.877 billion in bonds and amend the California Water Code by adding Division 38 entitled “Water Supply and Water Quality Act of 2018.” The Division will govern how bond proceeds will be used to provide for the water needs. The Bond, if successful, will fund repairs to the Oroville Dam and the Friant-Kern and Madera Canal, which will reduce financial pressure on regional water agencies and other SWP contractors; desalting of groundwater, wastewater treatment, agricultural water conservation in the Central Valley and it will fund projects to provide new groundwater recharge facilities to replenish our groundwater and provide safe drinking water for the San Joaquin Valley.

FISCAL IMPACT

None.

ALTERNATIVES

- Support Water Bond, Proposition 3 by approving Resolution 18-40
- Postpone decision.
- Reject Resolution 18-40 and give direction to staff.

PUBLIC OUTREACH

Published in this agenda.

ATTACHMENTS

- Resolution 18-40
- List of Endorsements



RESOLUTION OF THE CITY OF LINDSAY

NUMBER 18-40

TITLE **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY ENDORSING THE NOVEMBER 2018 WATER BOND**

MEETING At a regularly scheduled meeting of the City of Lindsay City Council held on August 14, 2018 at 6:00PM at 251 E. Honolulu Street, Lindsay, CA 93247.

WHEREAS, in our frequently very dry state, our high-tech, agricultural and urbanized economy relies on an uninterrupted and high-quality water supply, however, California’s recent historic drought raises serious questions about the long-term reliability of our current water supplies, unless addressed, will only continue to get worse and further adversely affect agriculture and those local communities, including disadvantaged communities, who largely rely on groundwater to serve their citizens; and

WHEREAS, a ballot initiative has been drafted that would authorize the sale of bonds and add a new division 38 to the California Water Code entitled the “Water Supply and Water Quality Act of 2018” which would govern how the proceeds of the bonds would be used to provide for the water needs of people, agriculture and the environment; and

WHEREAS, the water bond contains funds to implement safe drinking water and to some extent the operation of those systems, increased capacity to convey water resulting in greater groundwater recharge and improved conveyance and utilization of floodwaters for use in drought years; help water agencies implement the Sustainable Groundwater Management Act, and providing wastewater disposal systems to many communities in the San Joaquin Valley; and

WHEREAS, if approved by voters, the measure would appropriate from the bonds issued and sold the sum of seven hundred fifty million dollars (\$750,000,000) is appropriated from the Fund to the State board for expenditures, grants, and loans to improve water quality or help provide clean, safe, and reliable drinking water to all Californians. The sum of six hundred seventy-five million dollars (\$675,000,000) is appropriated from the Fund to the department for projects and programs that support sustainable groundwater management. The sum of four hundred million dollars (\$400,000,000) is appropriated from the Fund to the State board to award grants and loans to eligible entities on a competitive basis for wastewater recycling projects.



RESOLUTION OF THE CITY OF LINDSAY

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

SECTION 1. The City of Lindsay endorses Proposition 3, the November 2018 Water Bond, and urges voters living in the San Joaquin Valley to support it.

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

MEETING DATE	August 14, 2018
MOTION	
2 nd MOTION	
AYES	
ABSENT	
ABSTAIN	
NAYS	

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

Bret Harmon, City Clerk

Pamela Kimball, Mayor

Official Endorsement List for the Water Supply and Water Quality Act of 2018

Senator Dianne Feinstein

Fiona Ma, candidate for state Treasurer

John Cox, Republican Candidate for Governor

Conservation Groups

- American River Conservancy
- American River Parkway Foundation
- American Woodland Conservancy
- Amigos de Bolsa Chica
- Anza-Borrego Desert Natural History Association
- Anza Borrego Foundation
- Arroyo Seco Foundation
- Arroyos and Foothills Conservancy
- Bear-Yuba Land Trust
- California Association of Local Conservation Corps
- California Invasive Plant Council
- California Native Plant Society
- California Trout
- California Urban Streams Partnership
- California Waterfowl Association
- California Watershed Network
- California Wildlife Foundation/California Oaks Fund
- Carmel River Watershed Conservancy
- Carrizo Plain Conservancy
- Catalina Islands Conservancy
- CLEAN South Bay
- Climate Resolve
- Community Conservation Solutions
- Conservation Corps of Long Beach
- Delta Waterfowl
- Dry Creek Conservancy
- Ducks Unlimited
- Eastern Sierra Land Trust
- Endangered Habitats League

- Freshwater Trust
- Friends of the Los Angeles River
- Friends of Novato Creek
- Friends of Orinda Creeks
- Friends of San Leandro Creek
- Friends of the Napa River
- Friends of the Santa Clara River
- Friends of Wild Cherry Canyon
- Glendora Community Conservancy
- Greenspace - The Cambria Land Trust
- Inland Empire Waterkeeper
- Lake Tahoe Bicycle Coalition
- Landpaths
- Land Conservancy of San Luis Obispo County
- Lower Putah Creek Coordinating Committee
- Marin Agricultural Land Trust
- Mattole Salmon Group
- National Wildlife Federation
- National Wildlife Refuge Association
- National Wild Turkey Foundation
- Natural Heritage Institute
- Nor-Cal Guides & Sportsmens Association
- Northcoast Regional Land Trust
- Noyo Headlands Urban Design Group, Fort Bragg
- Orange County Coastkeeper
- Pheasants Forever
- Planning and Conservation League
- Putah Creek Council
- Quail Forever
- Sacramento River Watershed Program
- Sacramento Urban Creeks Council
- Salmonid Restoration Federation
- San Gabriel Mountains Regional Conservancy
- Sanctuary Forest
- Santa Barbara Urban Creeks Council

- Santa Clara River Conservancy
- Save our Shores
- Save the Bay (formerly Save San Francisco Bay Association)
- Save the Waves
- Sequoia Riverlands Trust
- Sierra Foothill Conservancy
- Sierra Fund
- Sierra Nevada Alliance
- Sonoma Ecology Center
- Sustainable Conservation
- Sutter-Buttes Regional Land Trust
- Tomales Bay Watershed Council Foundation
- Transition Habitat Conservancy
- TreePeople
- Truckee Donner Land Trust
- Tubb Canyon Desert Conservancy
- Tuolumne River Preservation Trust
- Valley Foothill Watershed Collaborative
- Wildcat San Pablo Creeks Watershed Council
- Wildcoast
- Worth a Dam

Agricultural organizations

- Agricultural Council of California
- California Agricultural Aircraft Association
- California Association of Pest Control Advisers
- California Citrus Mutual
- California Cotton Ginners and Growers Association
- California Dairies, Inc.
- California Farm Bureau Federation
- California Fresh Fruit Association
- American Pistachio Growers
- California Rice Commission
- California Rice Industry Association
- Fresno County Farm Bureau

- National Latino Farmers & Ranchers Trade Association
- Tulare County Farm Bureau
- Western Growers

Resource Conservation Districts

- California Association of Resource Conservation Districts
 - Fall River Resource Conservation District
 - Honey Lake Resource Conservation District
 - Marin Resources Conservation District
 - Mariposa County Resource Conservation District
 - Northwest Kern Resource Conservation District
 - Pit Resource Conservation District
 - San Mateo County Resource Conservation District
 - Sierra Resource Conservation District
 - Sonoma County Resource Conservation District
 - Suisun Resource Conservation District

Environmental Justice Organizations

- California Greenworks
- Center for Sustainable Neighborhoods
- Central Valley Farmworkers Foundation
- Community Water Center
- Grassroots Ecology
- Leadership Counsel for Justice and Accountability
- LEAP Institute, a Latino focused Equity, Economic, Environmental and Climate Justice organization based in Fresno and Huron, CA.
- Urban Releaf
- Urban Tilth
- The Watershed Project

Social Justice Organizations

Community Housing Improvement Systems and Planning Association, Inc. (CHISPA)
 Silicon Valley Community Foundation

Water agencies and organizations

- Alameda County Water District
- Arvin Edison Water Storage District
- Association of California Water Agencies
- Bear Valley Basin Groundwater Sustainability Agency
- Beaumont-Cherry Valley Water District
- Big Bear City Community Services District
- Big Bear Municipal Water District
- Borrego Water District
- Calaveras County Water District
- CalDesal
- California American Water Company
- California Mutual Utilities Association
- California Water Alliance
- California Water Association
- Calleguas Municipal Water District
- Casitas Municipal Water District
- City of Big Bear Lake, Department of Power and Water
- Coachella Valley Water District
- Colusa Groundwater Authority
- Contra Costa Water District
- Delano-Earlimart Irrigation District
- Fresno Irrigation District
- Friant Water Authority
- Glenn Groundwater Authority
- Imperial Irrigation District
- Irvine Ranch Water District
- Kaweah Delta Water Conservation District
- Kern-Tulare Water District
- Kings Basin Water Authority Integrated Regional Water Management Group.
- Las Virgenes Municipal Water District
- Lindmore Irrigation District
- Lindsay-Strathmore Irrigation District
- Madera Irrigation District
- Marina Coast Water District

- Metropolitan Water District of Southern California
- Monterey Peninsula Water Management District
- Mountain Counties Water Resources Association
- Napa County Flood Control and Water Conservation District
- Northern California Water Association
- Orange Cove Irrigation District
- Pajaro Valley Water Management Agency
- Palmdale Water District
- Petaluma Valley Groundwater Sustainability Agency
- Porterville Irrigation District
- Port Hueneme Water Agency
- Salton Sea Authority
- San Gabriel Valley Municipal Water District
- San Joaquin River Exchange Contractors Water Authority
- Santa Rosa Plain Groundwater Sustainability Agency
- Saucelito Irrigation District
- Scotts Valley Water District
- Shandon-San Juan Water District
- Solano County Water Agency
- Solano Irrigation District
- Sonoma County Water Agency
- Sonoma Valley Groundwater Sustainability Agency
- Soquel Creek Water District
- South Valley Water Association
- Southern California Water Coalition
- Tulare Irrigation District
- Tuolumne Utilities District
- United Water Conservation District
- Upper Ventura River Groundwater Sustainability Agency
- Valley of the Moon Water District
- Water Association of Kern County
- Wheeler Ridge/Maricopa Water Storage District
- Yolo County Flood Control and Water Conservation District
- Yuba County Water Agency

Labor

- Contra Costa Building and Construction Trades Council

Individuals

- Bryce and Jill Lundberg
- Linda Adams, former Director, California Department of Water Resources
- Luis Alejo, Chair, Monterey County Board of Supervisors
- Phil Angelides, former State Treasurer
- Edwin Camp
- Michael Frantz, Director, Turlock Irrigation District
- Brigadier General Gerald Galloway, United States Army (Retired)
- Ron Gastelum, Former CEO and GM of the Metropolitan Water District of Southern California
- Brian Jordan, Vice President, Tetra Tech
- Fred Keeley, former Speaker Pro Tem, California State Assembly
- Yoriko Kishimoto, Former Mayor of Palo Alto and Board Member, Midpeninsula Regional Open Space District
- Richard Morrison, former Senior Vice President and head of Environmental Policies and Programs for Bank of America. (retired.)
- Peter B Moyle, Distinguished Professor Emeritus, University of California, Davis
- Mel Nutter, former chair, California Coastal Commission
- Tosha Punches, Watershed Educator, Central Coast Salmon Enhancement
- Ann L. Riley, Ph.D.
- Dyan Whyte, water quality scientist (Past Assistant Executive Officer of the San Francisco Bay Regional Water Quality Control Board)

Local Government

- California Special Districts Association
- Midpeninsula Regional Open Space District

- Zack Wasserman, Chair, Bay Conservation and Development Commission

Cities

- League of California Cities

- Dinuba
- Exeter
- Farmersville
- Firebaugh
- Huron
- Livingston
- Ojai
- Orange Cove
- Parlier
- San Francisco
- San Joaquin
- Truckee

Counties

- Rural County Representatives of California (formerly Regional Council of Rural Counties)
- Contra Costa
- Fresno
- Imperial
- Monterey
- Plumas
- San Francisco
- Tulare

Local elected officials

Vinnie Bacon, Vice Mayor, City of Fremont

Bruce Gibson, San Luis Obispo County Supervisor, District 2

John Gioia, Contra Costa County Board of Supervisors

Susan Gorin, Sonoma County Board of Supervisors

Dave Pine, President, San Mateo County Board of Supervisors

Greg Scharff, Council Member, City of Palo Alto

Kate Sears, Marin County Board of Supervisors

Business

- American Council of Engineering Companies- California

- Bakersfield Chamber of Commerce
- Bay Area Council
- Bay Planning Coalition
- Biz Fed Los Angeles County
- California Building Industry Association
- California Business Properties Association
- California Chamber of Commerce
- DM Camp & Sons
- ESA (Environmental Science Associates)
- Fresno Chamber of Commerce
- Greater Conejo Valley Chamber of Commerce
- Kern Machinery Inc
- Madera Chamber of Commerce
- Oxnard Chamber of Commerce
- Sierra Business Council
- Silicon Valley Leadership Group
- Tahoe Mountain Sports
- Valley Industry and Commerce Association
- Visalia Chamber of Commerce
- Western Power Products, Inc.

- Northern California Water Association Water Bond Support (November 2017),
and members:
 - Anderson-Cottonwood Irrigation District
 - B&B Ranch
 - Brophy Water District
 - Browns Valley Irrigation District
 - City of Colusa
 - City of Redding
 - Crain Orchards, Inc.
 - Danna & Danna Inc.
 - Edwards Ranch
 - Feather Water District
 - Fedora Farms
 - G&K Farms, LLC.
 - Garden Highway Mutual Water Co.

Garner, Garner & Stoy
Glenn Colusa Irrigation District
Hallwood Irrigation District
Henle Family Limited Partnership
Hershey Land Row Crop, LLC.
J.A. Driver
Joint Water Districts Board
 Biggs-West Gridley Water District
 Butte Water District
 Richvale Irrigation District
 Sutter Extension Water District
Knaggs Ranch
Larry Pires Farms
Lindauer River Ranch, Inc.
Llano Seco Rancho
M&T Ranch
Maxwell Irrigation District
Meridian Farms Water Co.
Natomas Mutual Water Co.
North Yuba County Water District
Oji Brothers Farms, Inc.
Pacific Farms & Orchards
Pacific Gold Agriculture
Paul Bertagna
Pelger Mutual Water Company
Pleasant Grove-Verona Mutual Water Co.
Plumas Mutual Water Co.
Princeton-Codora-Glenn Irrigation Dist.
Provident Irrigation District
R. Gorrill Ranch Enterprises
Ramirez Water District
Reclamation District 1004
Reclamation District 108
Reclamation District 2035
Richter Brothers, Inc.
Rising Eagle Ranch

River Garden Farms
Riverview Land & Equipment, Inc.
South Sutter Water District
South Yuba Water District
Sutter Bypass-Butte Slough WUA
Sutter Mutual Water Company
Sycamore Trust
Taylor Brothers Farms
Tehama Angus Ranch, Inc.
Thermalito Irrigation District
Tudor Mutual Water Co.
Tuttle Ranches
Western Canal Water District
William P. Locket
Yolo County Flood Control & WCD
Yuba County Water Agency

Members of Congress

Jim Costa
John Garamendi
David Valadao

Member of the State Legislature

Senator Jerry Hill
Assemblymember Phil Ting
Senator Scott Wiener



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: August 14, 2018
AGENDA #: 6
STAFF: Michael Camarena, Director of City Services

AGENDA ITEM

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

RECOMMENDATION

Staff recommends Approval of Property License Agreement

BACKGROUND | ANALYSIS

CSET has provided Senior Services programs at the Lindsay Community Center for 5 years. The agreement presented this evening is consistent with previous years agreements.

The Lindsay Facility is one of 8 centers operated by CSET in Tulare County. CSET continues to provide significant services to Lindsay area seniors. The senior meal program and home delivered meal programs are the most recognized programs CSET provides. Holiday and special event coordination are other significant events held at this facility for our Lindsay area seniors.

ALTERNATIVES

- Council approve the agreement and authorize Mayor Kimball to execute agreement;
 - Council not approve the agreement and provide direction to staff;
 - Delay action at this time and provide direction to staff.
-



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: August 14, 2018
AGENDA #: 6
STAFF: Michael Camarena, Director of City Services

BENEFIT TO OR IMPACT ON CITY RESOURCES

CSET manages and operates senior programs with no financial commitment from the City.

ENVIRONMENTAL REVIEW

None necessary

POLICY ISSUES

None at this time

PUBLIC OUTREACH

Posted in this agenda

ATTACHMENTS

- Property License Agreement and Agreement Concerning Rights and Obligations of the Parties

**PROPERTY LICENSE AGREEMENT
AND
AGREEMENT CONCERNING RIGHTS AND OBLIGATION OF THE PARTIES**

Parties

This license agreement regarding the Lindsay-Strathmore Community Center (“Center”) is entered into by and between the City of Lindsay (“City”) and Community Services and Employment Training (“CSET”).

Description of Property

1. City is owner of certain real property situated in the City of Lindsay, and more particularly described as the Lindsay-Strathmore Community Center located at 911 North Parkside, Lindsay, California.

Grant of License

2. In consideration for and in accordance with the terms and conditions of this agreement, City grants to CSET a License (“the License”) to perform the following acts on the Property:
 - a. CSET shall have access to a portion of the community room (southeast room, south of the foldable divider) for the purpose of Senior Programs Monday through Friday or each week between the hours of 8:30 a.m. and 2:30 p.m. CSET shall not expand the hours for Senior Programs unless City provides prior written approval.
 - b. CSET shall provide regular senior citizen meal programs, in compliance with California Department of Aging food service guidelines, and services commensurate with services provided elsewhere in the Kings/Tulare Area Agency on Aging (KTAAA) service area. CSET shall also offer senior services programs in conjunction with the senior meal program.
 - c. CSET will be permitted to utilize other Center spaces, such as kitchen area, on occasion and for special events such as holidays in support of senior programs. Advanced notification shall be submitted to the City for approval a minimum of thirty (30) days prior to use.
 - d. CSET shall be permitted to utilize an office at the Center that may be secured. The office shall be the southwest office space. CSET shall secure the office and shall provide a key to the City as requested.
 - e. CSET is responsible for the cleanliness of all areas utilized for senior citizen meals and programs. The City shall ensure that if the facility is utilized outside of the CSET hours, the facility will be cleaned prior to the next CSET senior program.
 - f. The Center shall be utilized by CSET for the purpose of senior meal and additional CSET senior programs and shall not be utilized as a CSET community office.

Incidental Rights and Obligations

3. The following incidental rights and obligations accompany the License and the use of the property:
 - a. CSET shall have full and exclusive management authority over the program areas during the times of program use, and shall assume full responsibility for the timely cleaning of all areas used.
 - b. CSET shall be permitted to install telephone services and assume all responsibility for installation, control of use, and service cost.
 - c. CSET shall provide General Liability insurance certificate with the value of \$1,000,000 naming the City as additional insured and maintain certificate for the life of the License.
 - d. CSET shall, to the fullest extent permitted by law, hold harmless, and indemnify City and its officers, officials, employees, and agents from and against all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CSET and its directors, officers, employees, volunteers, and agents, except where and to the extent caused by the negligence or willful misconduct of the City. Likewise, City shall, to the fullest extent permitted by law, hold harmless, and indemnify CSET and its directors, officers, employees, volunteers, and agents from and against all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of City and its officers, officials, employees, and agent, except where and to the extent caused by the negligence or willful misconduct of the CSET. The provisions of this section survive completion of the services or the termination of this Agreement.
 - e. CSET will be responsible for non-permanent interior modifications to accommodate their programs.
 - f. The City shall provide facility management oversight, routine building and grounds maintenance, utility services, and schedule use of the building outside of the CSET operational hours.
 - g. The City shall schedule all activities in the Center aside from CSET's daily 8:30 a.m. to 2:30 p.m. usage, and will notify CSET of the schedule.
 - h. The City, CSET, and other users of the facility shall meet semi-annually to address any concerns and coordinate schedules and programmed use for the next six (6) months.
 - i. In use of the property and provision of services at the property, CSET shall at times comply with all federal, state, and local laws.

In exercising these rights and obligations, CSET must use reasonable care and may not unreasonably increase the burden on the property.

License Non-assignable

4. This License is personal to CSET and shall not be assigned. This License shall terminate automatically upon assignment. No legal title or leasehold interest in the Property is created or vested in CSET by the grant of this License.

Term of License

- 5. This License shall be for a term of one year, commencing July 1, 2018, terminating on June 30, 2019.
- 6. This agreement may be terminated by either party without cause at any time by provision of a written 30-day notice.

Termination of Occupancy

- 7. On or before the termination date for this License specified in paragraph 5 of this agreement, CSET shall remove all of CSET’s personal property from the Property. Upon termination of the License, CSET shall ensure that the property is in good order and repair to the reasonable satisfaction of the City, normal wear and tear excepted.

Default

- 8. In the event CSET fails to comply with any of the material terms of this Agreement, in addition to any and all other remedies available under the law, this License may be revoked by the City, upon written notice of the violation to the Licenses and CSET’s failure to cure within ten (10) days. More time may be granted for the cure of any violations only if the City agrees in writing.

Termination

- 9. The parties understand that in the event the property is no longer available to the City, the License herein granted shall cease to be in effect, and the parties’ obligations to each other under this Agreement also cease.

Entire Agreement

- 10. This Agreement constitutes the entire Agreement between the City and CSET. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by all the parties named above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the 14th of August, 2018.

Community Services & Employment Training, Inc.

City of Lindsay

Mary Alice Escarsega-Fechner
Executive Director

Bret Harmon, City Clerk

APPROVED AS TO FORM



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: AUGUST 14, 2018
AGENDA #: 8
STAFF: BRIAN SPAUNHURST, ASSISTANT CITY PLANNER,
559-562-7102 EX. 8032, BSPAUNHURST@LINDSAY.CA.US

AGENDA ITEM

TITLE	Ordinance No. 568
ACTION	Second Reading. Amend Title 18 Zoning, Section 18.14.040.B.16 Political Campaign Signs & Section 18.14.040.B.12.b.i Sign Permit Requirement, in conformance with State law.
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. Nurture attractive residential neighborhoods and business districts.

RECOMMENDATION

Staff recommends approval so that the City can remain in conformance with State laws and requirements.

BACKGROUND | ANALYSIS

Over the years, several legal cases have determined the continued enforcement of certain local sign regulations pertaining to political and/or campaign signs can present a risk to the City.

To avoid such risks, the following amendment to the Lindsay Sign Ordinance is recommended:

Proposed Amendment

1. Proposed deleted text is shown in ~~strikethrough~~ text.
2. Proposed new text is shown in *underline italic* text.
3. Commentary (not part of the proposed ordinance, but provided for explanation and background/rationale purposes) is shown in **highlighted italic** text.

18.14.040.B.12 Sign Permit Requirement.

a. Except as otherwise noted within this chapter, it is unlawful for any person to erect, relocate or alter electrically or structurally, any sign in the city without first obtaining a valid sign permit or building permit, if required.



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: AUGUST 14, 2018
AGENDA #: 8
STAFF: BRIAN SPAUNHURST, ASSISTANT CITY PLANNER,
559-562-7102 EX. 8032, BSPAUNHURST@LINDSAY.CA.US

b. No permit is required for the following signs:

- i. Permitted temporary or portable signs, *including political campaign signs*;
- ii. Address numbers;
- iii. Window letters not exceeding twenty-five percent of total window surface area for business identification (name of business, hours of operation, address, phone);
- iv. Public safety signs.

c. Sign permit applications shall be made upon forms provided by the city and shall be filed with the community development department. Should the community development department determine that the proposed sign does not comply with provisions of this chapter, the applicant shall be promptly notified. Upon finding by the community development department that the proposed sign is in total compliance with the provisions of this chapter and all applicable codes, the city shall issue a sign permit.

By including political campaign signs as exempt from requiring a permit, community members will have the opportunity to express political support freely.

18.14.040.B.16 Political Campaign Signs. Political campaign signs are defined as temporary outdoor advertising signs visible from the public right-of-way, which are intended for political or political campaign purposes.

~~a. Political campaign signs may be erected after the final campaign filing date for an election, typically eighty-eight days prior to the election, and shall be removed within fifteen days after such election.~~

~~b. Political campaign signs may not be attached to trees, fence posts, or utility poles. Political campaign signs may be ground-mounted or attached to a building.~~

~~c. a. Political campaign signs may not be attached or erected on public property or within the public right-of-way. Political campaign signs may not be located within thirty feet of the intersecting curb lines of a street intersection or obstruct sight line visibility at intersections.~~

~~d. In cases where political campaign signs are not removed within fifteen days after an election, the city shall cause to be removed those signs which remain. The expense of sign removal shall be paid by the candidate.~~

~~e. b. Political campaign signs in violation of this section shall be removed immediately upon notice of violation by the city.~~

Staff recommends the removal of restrictive language, and retaining language designed strictly for safety purposes.



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: AUGUST 14, 2018
AGENDA #: 8
STAFF: BRIAN SPAUNHURST, ASSISTANT CITY PLANNER,
559-562-7102 EX. 8032, BSPAUNHURST@LINDSAY.CA.US

ALTERNATIVES

- Approve with modifications.
- Deny proposed amendment.
- Table proposal for staff to provide additional information.

BENEFIT TO OR IMPACT ON CITY RESOURCES

Anticipated benefits include lowering the exposure of risk to the City and increasing local interest of political items which may impact the community. Staff does not anticipate any potential impacts.

ENVIRONMENTAL REVIEW

The proposed addition is exempt from the California Environmental Quality Act (CEQA) as it is not a project pursuant to Section 15378 of the CEQA Guidelines.

POLICY ISSUES

None

PUBLIC OUTREACH

A public hearing was held on July 31, 2018.

ATTACHMENTS

- Ordinance No. 568

ORDINANCE NO. 568
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LINDSAY AMENDING SECTIONS
18.14.040.B.16 AND 18.14.040.B.12.b.i OF THE LINDSAY MUNICIPAL CODE PERTAINING TO
POLITICAL CAMPAIGN SIGNS AND SIGN PERMIT REQUIREMENT RESTRICTIONS.

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

ARTICLE 1: Section 18.14.040.B.12 of the Lindsay Municipal Code shall be amended to read as follows:

18.14.040.B.12 Sign Permit Requirement.

a. Except as otherwise noted within this chapter, it is unlawful for any person to erect, relocate or alter electrically or structurally, any sign in the city without first obtaining a valid sign permit or building permit, if required.

b. No permit is required for the following signs:

i. Permitted temporary or portable signs, including political campaign signs;

ii. Address numbers;

iii. Window letters not exceeding twenty-five percent of total window surface area for business identification (name of business, hours of operation, address, phone);

iv. Public safety signs.

c. Sign permit applications shall be made upon forms provided by the city and shall be filed with the community development department. Should the community development department determine that the proposed sign does not comply with provisions of this chapter, the applicant shall be promptly notified. Upon finding by the community development department that the proposed sign is in total compliance with the provisions of this chapter and all applicable codes, the city shall issue a sign permit.

ARTICLE 2. Section 18.14.040.B.16 of the Lindsay Municipal Code shall be amended to read as follows:

18.14.040.B.16 Political Campaign Signs. Political campaign signs are defined as temporary outdoor advertising signs visible from the public right-of-way, which are intended for political or political campaign purposes.

a. Political campaign signs may not be attached or erected on public property or within the public right-of-way. Political campaign signs may not be located within thirty feet of the intersecting curb lines of a street intersection or obstruct sight line visibility at intersections.

b. Political campaign signs in violation of this section shall be removed immediately upon notice of violation by the city.

ARTICLE 3. The City Council declares that this ordinance is exempt from the California Environmental Quality Act (CEQA) because it is not a project pursuant to Section 15378 of the CEQA Guidelines.

ARTICLE 4. This ordinance shall be in full force and effect on or after the 30th day after its adoption by the City Council. Within 15 days after its adoption by the City Council, this Ordinance shall be published in full text or in summary in a newspaper of general circulation in the City of Lindsay.

PASSED, APPROVED, and ADOPTED at a regular meeting of the City Council held on the 14th day of August 2018.

ATTEST:

CITY COUNCIL OF THE CITY OF LINDSAY

Bret Harmon, City Clerk

Pamela Kimball, Mayor



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: AUGUST 14, 2018
AGENDA #: 9
STAFF: BRIAN SPAUNHURST, ASSISTANT CITY PLANNER,
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AGENDA ITEM

TITLE Ordinance No. 569

ACTION Second Reading. Amend Title 18 Zoning, Section 18.24.030 Definitions, in conformance with State law.

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.
Nurture attractive residential neighborhoods and business districts.

RECOMMENDATION

Staff recommends approval so that the City can remain in conformance with State laws and requirements.

BACKGROUND | ANALYSIS

Over the years, the State has shifted and updated how it views different types of housing. To ensure conformance with State definitions, the following amendments are recommended:

Proposed Amendment

1. Proposed deleted text is shown in ~~strikethrough~~ text.
2. Proposed new text is shown in *underline italic* text.
3. Commentary (not part of the proposed ordinance, but provided for explanation and background/rationale purposes) is shown in ***highlighted italic*** text.

18.24.030 Definitions.

For the purpose of this title, certain words and terms used herein are defined as follows:

"Accessory building" means a building or structure which is subordinate to, and the use of which is customarily incidental to that of the main building, structure or use on the same site, including patio covers. Except in the case of garden structures, if any accessory building is attached to the main building



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by a common wall or a connecting roof, such accessory building shall be deemed to be a part of the main building.

"Accessory use" means a use incidental, related, appropriate and clearly subordinate to the main use of the site or building, which accessory use does not alter the principal use of the site.

"Alter" means to make any change in the supporting or load-bearing members of a building, such as bearing walls, columns, beams, girders or floor joists.

"Animal hospital" means a place where animals or pets are given medical or surgical treatment and are cared for during the time of such treatment. Use as a kennel shall be limited to boarding not to exceed two weeks in duration, shall be only incidental to such hospital use, and shall be located within an enclosed soundproof structure.

"Automobile wrecking yard" means a site or portions of a site on which the dismantling or wrecking of used vehicles or the storage, sale or dumping of dismantled or wrecked vehicles or their parts are conducted. The presence on a site of three or more motor vehicles which have not been capable or operating under their own power for fifteen days or more, in the case of vehicles not self-propelled, which have not been towable or from which parts have been removed for reuse or sales, shall constitute prima facie evidence of a motor vehicle wrecking yard.

"Bar, cocktail lounge" means a building, room or facility licensed by the State of California for on-sale liquor and/or beer and wine sales, and which has a majority of public dining or meeting areas used predominately for the sale and consumption of alcoholic beverages.

"Billboard" means the same as "outdoor advertising structure" as defined in Section 18.14.040 of this title.

"Block" means the properties abutting on one side of a street and lying between two nearest intersecting or intercepting street and railroad rights-of-way, unsubdivided land or watercourse.

"Boarding or rooming house" means a building where lodging and meals are provided for compensation for five but no more than fifteen persons, not including rest homes.

"Breezeway" means a roofed passageway, open on at least two sides, connecting the main structure on a site with another main structure or accessory use on the same site.

"Building" means a permanently located structure having a roof, for the housing or enclosure of persons, chattels or property of any kind. Mobile homes, travel trailers and other vehicles, even though permanently immobilized shall not be deemed to be buildings.

"Building, main" means a building within which is conducted the principal use permitted on the lot or site as provided by this title.



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"Building setback line" means the minimum distance as prescribed by this title between any property line and the closest point on the foundation or any supporting post or pillar of any building or structure related thereto.

"Carport" means a permanent accessory structure or portion of a main structure open on two or more sides designed for the storage of motor vehicles, without full enclosure. Carports, whether attached or detached, shall be subject to all minimum yard requirements of the underlying zoning district.

"Cemetery" means land used or intended to be used for the burial of the dead, and dedicated for such purposes, including columbariums, crematoriums, mausoleums and mortuaries, when operated in conjunction with and within the boundaries of such premises.

"Clinic" means a place for the provision of group medical services.

"Club" means an association of persons for some common nonprofit purposes, but not including groups organized primarily to render a service which is customarily carried on as a business.

"College" means an educational institution offering advanced instruction in any academic field beyond the secondary level, but not including trade schools or business colleges.

"College, trade" means the same as "school, trade."

"Commercial office" means any administrative or clerical office maintained as a business and any office established by a public service over which this title has jurisdiction.

"Communications equipment building" means a building housing electrical and mechanical equipment necessary for the conduct of a public communication business, with or without personnel.

"Convalescent home" means the same as "rest home."

"Convenience store/ mini-mart" means retail, food and personal service establishment~ limited to a maximum of seven thousand square feet of floor area (that may include the sale of liquor) that are designed for the ready convenience of its patrons.

"Drive-in restaurant" means an establishment which serves food or beverages to persons while seated in or on a motor vehicle, and/ or which serves food or beverages for consumption off the premises of the restaurant.

"Dump" means a place used for the disposal, abandonment or discarding by burial, incineration or by any other means of any garbage, sewage, trash, refuse, rubble, waste material, offal or dead animals.

~~"Dwelling" means a building or portion thereof, designed exclusively for residential purposes, including one family, two family, three family and multiple dwellings; including mobile homes, supportive housing, and transitional housing; not including hotels, apartment hotels, boarding and lodging houses, fraternity and sorority houses, rest homes, convalescent homes, nursing homes, child care nurseries, or house trailers even though permanently immobilized.~~



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"Dwelling" means a building or portion thereof, designed exclusively for residential purposes, including one-family and multifamily dwellings; including mobile homes, supportive housing, and transitional housing; not including hotels, apartment hotels, boarding and lodging houses, fraternity and sorority houses, rest homes, convalescent homes, nursing homes, child care nurseries, or house trailers even though permanently immobilized.

~~"Dwelling, multifamily" means a building designed exclusively for occupancy by one family for living and sleeping purposes.~~

"Dwelling, multifamily" means a dwelling designed exclusively for occupancy by more than one family living independently of each other in separate dwelling units.

~~"Dwelling, one-family" means a detached building designed exclusively for occupancy by one family for residential purposes.~~

"Dwelling, one-family" means a detached dwelling designed exclusively for occupancy by one family for residential purposes.

"Dwelling unit" means one or more rooms and a kitchen designed for occupancy by one family for living and sleeping purposes.

"Educational institutions" means public or other nonprofit institutions conducting regular academic instruction at preschool, kindergarten, elementary, secondary and collegiate levels, and including graduate schools, universities, nonprofit research institutions and religious institutions. Such institutions must either: (1) offer general academic instruction equivalent to the standards prescribed by the State Board of Education, (2) confer degrees as a college or university of undergraduate or graduate standing, (3) conduct research or (4) give religious instruction. This definition does not include schools, academics or institutes, incorporated or otherwise, which operate for a profit, nor does it include commercial or trade schools.

"Electrical distribution substation" means an assemblage of equipment which is part of a system for the distribution of electric power where electric energy is received at a subtransmission voltage and transformed to a lower voltage for distribution for general consumer use.

"Electrical transmission substation" means an assemblage of equipment which is part of a system for the transmission of electric power where electric energy is received at a very high voltage from its source of generation by means of a network of high voltage lines and where, by means of transformers, said high voltage is transformed to a low subtransmission voltage for purposes of supplying electric power to large individual consumers, interchange connections with other power producing agencies or electric distribution substations for transformation to still lower voltages for distribution to smaller individual users.

"Emergency shelter" means housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person.



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"Family" means "household."

"Fence, open" means a fence, fifty percent or more of the vertical surface of which is open to the transmission of light, air and vision.

"Fence, screened" means a fence, ninety percent or more of the vertical surface of which is closed to the transmission of light, air and vision.

"Frontage" means the property line of a site abutting on a street, other than the side line of a corner lot.

"Garage, private" means a detached accessory building or a portion of a main building on the same lot as a dwelling for the housing of vehicles of the occupants of the dwelling, including carports.

"Garage, repair" means a structure or part thereof, other than a private garage, where motor vehicles are repaired or painted.

"Garden structure" means an arbor, deck, fountain, lath house, pergola, raised planting bed, trellis or other similar structure intended specifically to enhance the appearance of the garden or which has a function relating to the use of outdoor space, but not including a house, garage, carport or storage building.

"Guest house" means living or sleeping quarters within an accessory building for the sole use of occupants of the premises, guests of such occupants or persons employed on the premises. Such quarters shall have no kitchen facilities and shall not be rented.

"Home occupation" means the conduct of an art or profession, the offering of a service or the conduct of a business, or the handcraft manufacture of products for compensation, within a dwelling in a residential district, which use is clearly incidental and secondary to the use of the structure for dwelling purposes and which does not change the character thereof, in accordance with the regulations prescribed in Chapter 18.14 of this title.

"Hotel" means a building in which there are sixteen or more guest rooms where lodging with or without meals is provided for compensation, usually on a transient basis. "Hotel" shall not be construed to include motel, trailer court, sanitarium, hospital or other institutional building, or jail or other building where persons are housed under restraint.

"Household" means any individual or group of individuals living together in a single dwelling unit who may share living expenses, chores, and meals together, and who maintain social, economic and psychological commitments to each other. A household includes, for example, the residents of residential care facilities and group homes for people with disabilities. A household does not include larger institutional group living situations such as dormitories, lodging houses, or boarding houses.

"Incidental" means a structure or use that is subordinate in size, scale, and intensity of use to the permitted or conditionally permitted structure or use of the site. "Incidental structures and uses" does not include wireless communication facilities (e.g., cellular phone, enhanced specialized mobile radio,



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personal communication systems, or other communication technologies based on wireless radio wave transmission) which emit, broadcast, or repeat signals intended primarily for commercial use beyond the immediate site upon which the facility is located.

"Junk yard" means a site or portion of a site on which waste, discarded or salvaged materials are bought, sold, exchanged, stored, baled, cleaned, packed, disassembled or handled, including used furniture and household equipment yards, house wrecking yards, scrap yards, used lumber yards and similar storage yards, excepting a site on which uses are conducted within a completely enclosed structure and excepting "automobile wrecking yards" as defined in this section. An establishment for the sale, purchase or storage of used cars, farm equipment or salvaged machinery in operable condition and the processing of used or salvaged materials as part of a manufacturing operation shall not be deemed a junk yard.

"Kennel" means any lot or premises on which four or more dogs and/ or cats at least four months of age are kept, boarded or trained.

"Kitchen" means any room used or intended or designed to be used for cooking or the preparation of food.

"Lodge" means an order or society of persons organized for some common nonprofit purpose, but not including groups organized primarily to render a service which is customarily carried on as a business.

"Lodging house" means a dwelling in which lodging or lodging and means are provided for compensation for more than five but not more than fifteen persons other than members of the resident family, excepting a nursing home as defined in this section.

"Lot" means a single parcel of land for which a legal description is filed of record, or the boundaries of which are shown on a subdivision map, or record of survey map filed in the office of the Tulare County Recorder. The term "lot" shall include a part of a single parcel of land when such part is used as though a separate lot for all of the purposes and under all of the requirements of this title. The term "lot" shall include two or more abutting lots when combined and used as though a single lot.

"Lot area" means the total horizontal area within the lot lines of a lot.

Lot, Corner. "Corner lot" means a lot situated at the intersection of two or more streets which have an angle of intersection of not more than one hundred thirty-five degrees.

"Lot coverage" means that portion of a lot or building site which is occupied by any building or structure, excepting paved areas, walks and swimming pools, regardless of whether said building or structure is intended for human occupancy.

"Lot depth" means the depth of a lot shall be the horizontal length of a straight line connecting the midpoints of the front and rear lot lines.



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Lot, Double Frontage. "Double frontage lot" means an interior lot having frontage on and with access on two parallel or approximately parallel streets.

Lot, Interior. "Interior lot" means a lot other than a corner lot or reverse corner lot.

Lot, Key. "Key lot" means the first lot to the rear of a reversed corner lot, whether or not separated by an alley.

Lot Line, Front. "Front lot line" means in the case of an interior lot, a line separating the lot from the street. In the case of a corner lot, the line separating the narrowest street frontage of the lot from the street.

Lot Line, Rear. "Rear lot line" means a lot line which is opposite and most distant from the front lot line, or, in the case of an irregular or triangular-shaped lot, a line at least ten feet in length within the lot parallel to and at a maximum distance from the front lot line.

Lot Line, Side. "Side lot line" means any lot boundary line not a front lot line or a rear lot line.

Lot, Reversed Corner. "Reversed corner lot" means a corner lot, the street side of which is substantially a continuation of the front lot line of the lot upon which it rears.

"Lot, through" see "lot, double frontage."

"Lot width" means the average horizontal distance between the side lot lines, measured at right angles to the lot depth at a point midway between the front and rear lot lines.

"Medical building" means clinics or offices for doctors, dentists, oculists, chiropractors, osteopaths, chiropodists or similar practitioners of the healing arts; including accessory laboratories and a prescription pharmacy, but not including offices for veterinarians.

"Mobile home" means a structure or a structure having multiple sections equaling or exceeding exterior dimensions of eight feet in width and forty feet in length, having a chassis and designed to be movable, with kitchen, bathroom and living facilities, designed for use as a single-family dwelling when connected to appropriate utility lines, with or without a permanent foundation.

"Person with a disability" means a person with a disability shall include any individual with a physical or mental impairment that substantially limits one or more major life activities, and/or individuals with a disability as defined by California Government Code § 12926, as amended. The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism. The term "physical or mental impairment" shall exclude sexual behavior disorders, compulsive gambling, kleptomania, pyromania, or psychoactive substance use disorders resulting from the current unlawful use of controlled substances or other drugs. The term "major life



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activity" means those activities that are of central importance to daily life, such as seeing, hearing, walking, breathing, performing manual tasks, caring for one's self, learning, and speaking.

"Recycling center, large" means a site or portion of a site on which aluminum, plastic, glass, or cardboard may be received and temporarily stored while awaiting transfer to an offsite processing facility for recycling purposes.

"Recycling center, small" means a portion of a site used on an accessory basis, on which aluminum, plastic, glass, or cardboard may be received and temporarily stored while awaiting transfer to an offsite processing facility for recycling purposes.

"Rest homes or homes for the aged" means an establishment or home intended primarily for the care and nursing of invalids and aged persons; excluding cases of communicable diseases and surgical or obstetrical operations. The term shall not include nursing home.

"Restaurant" means an establishment which serves food or beverages primarily to persons seated within the building. This includes cafes and tea rooms, and outdoor cafes.

School, Elementary, Junior High or High. "Elementary, junior high or high school" means public and other nonprofit institutions conducting regular academic instruction at kindergarten, elementary and secondary levels. Such institutions shall offer general academic instructions equivalent to the standards prescribed by the State Board of Education.

School, Private or Parochial. "Private or parochial school" means an institution conducting regular academic instruction at kindergarten, elementary or secondary levels, operated by a nongovernmental organization.

School, Trade. "Trade school" means schools primarily offering instruction in technical, commercial or trade skills, such as real estate schools, business colleges, electronics schools, automotive and aircraft technician schools and similar establishments.

"Service station" means an occupancy engaged in the retail sales of gasoline, diesel or liquefied petroleum gas fuels, oil, tires, batteries and new accessories and which provides for the servicing of motor vehicles and operations, incidental thereto, including: automobile washing, incidental waxing and polishing, tire changing and repairing (but not including recapping), battery service, charging and replacement (but not including repair or rebuilding), radiator cleaning, flushing and repair, installation of minor accessories, lubrication of motor vehicles, rental of utility trailers, the testing, adjustment and replacement of small motor parts and accessories.

"Sign" means any structure, object, letter or symbol made of any kind of material placed for advertising, identification or other similar purposes, on the ground or on any wall, post, fence, building, structure, vehicle or on any place whatsoever. The term "placed" shall include constructing, erecting, posting, painting, printing, tacking, nailing, gluing, sticking, carving or otherwise fastening, affixing or making visible in any manner whatsoever.



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"Site" means a parcel of land, subdivided or unsubdivided, occupied or to be occupied by a use or structure.

"Site area" means the total horizontal area included within the property lines of a site.

"Site depth" means the average horizontal distance between the front and rear property lines of a site measured along a line midway between side property lines.

"Site width" means the average horizontal distance between the side property lines of a site measured at right angles to the depth at a point midway between the front and rear property lines.

"Stable" means a detached accessory structure, including but not limited to a corral or paddock for the keeping of one or more horses owned by the occupants of the premises and which are not kept for remuneration, hire or sale.

"Stable, commercial" means a structure, including but not limited to a corral or paddock for the keeping of horses for remuneration, hire or sale.

"Street" means a public or private way permanently dedicated or reserved as a primary means of access to abutting property.

"Street line" means the boundary line between street rights-of-way and abutting property.

"Structural alteration" means any change in the supporting members of a building, such as foundations, bearing walls, columns, beams, floor or roof joists, girders or rafters, or any change in the exterior dimensions of a building, excepting those changes which may result from providing minor repairs and building maintenance.

"Structure" means anything constructed or erected which requires a fixed location on the ground, including a building or sign pole or standard, but not including a fence or wall used as a fence, a patio, walk, driveway or raised planting bed.

"Structure, main" means a structure housing the principal use of a site or functioning as the principal use.

~~"Supportive housing" means a dwelling configured as housing with no limit on length of stay that is: a) occupied by low income persons with mental disabilities, AIDS, substance abuse or chronic health conditions or persons whose disabilities originated before the person turned 18); and b) linked to onsite or offsite services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community. Supportive housing shall be considered a residential use subject only to those restrictions that apply to other residential uses of the same type in the same zoning district. For the purpose of this subsection, "low income" shall be defined by California Health and Safety Code §50079.5 (a), as amended.~~



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“Supportive housing” means housing with no limit on length of stay, that is occupied by a target population, and that is linked to an onsite or offsite service that assists residents in retaining housing, improving health status, and maximizing the ability to live and, when possible, work in the community. Supportive housing shall be considered a residential use subject only to those restrictions that apply to other residential uses of the same type in the same zoning district.

“Target population” means persons with low incomes who have one or more disabilities, including mental illness, HIV or AIDS, substance abuse, or other chronic health condition, or individuals eligible for services provided pursuant to the Lanterman Developmental Disabilities Services Act (Division 4.5 (commencing with Section 4500) of the Welfare and Institutions Code) and may include, among other populations, adults, emancipated minors, families with children, elderly persons, young adults aging out of the foster care system, individuals exiting from institutional settings, veterans, and homeless people. For the purpose of this subsection, “low income” shall be defined by California Health and Safety Code §50079.5 (a), as amended.

"Trailer sales lot" means an open area where trailers are sold, leased or rented and where no repairs, repainting or remodeling are done.

"Trailer, utility" means a vehicle without motive power, designed and constructed to travel on the public thoroughfares in accordance with the provisions of the State Vehicle Code, and to be used only for carrying property.

~~"Transitional housing" means a dwelling configured as rental housing and operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient at some predetermined future point in time, which shall be no less than six months. Transitional housing may be designated for a homeless individual or family transitioning to permanent housing. Transitional housing may take several forms, including group housing or multifamily units, and may include supportive services to allow individuals to gain necessary life skills in support of independent living. Transitional housing shall be considered a residential use subject only to those restrictions that apply to other residential uses of the same type in the same zoning district.~~

“Transitional housing” means rental housing, operated under program requirements that require the termination of assistance and recirculating of the assisted unit to another eligible program recipient at a predetermined future point in time that shall be no less than six months from the beginning of the assistance. Transitional housing shall be considered a residential use subject only to those restrictions that apply to other residential uses of the same type in the same zoning district.

"Travel trailer" means a vehicle with or without motive power, designed and constructed to travel on the public thoroughfares in accordance with provisions of the State Vehicle Code, designed for human habitation, with no footing or foundation other than wheels and temporary stabilizing units, with exterior dimensions less than eight feet in width and less than forty feet in length. The terms "camper" and "motor home" are included within the meaning of the term "travel trailer."



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"Travel trailer parks" means a parcel, or contiguous parcels of land under single ownership, designed or intended to be used to accommodate travel trailers on a transient basis (one month continuous occupancy or less).

"Use" means the purpose for which a site or structure is arranged, designed, intended, constructed, moved, erected, altered or enlarged on for which either a site or structure is or may be occupied or maintained.

"Use, conditional" means a use which is listed as a conditional use in any given district in this title. Conditional uses may be required to meet certain requirements as a condition precedent to the granting of a use permit which will allow the establishing of a conditional use in any given district.

"Use, permitted" means a use which is listed as a permitted use in any given district in this title. Permitted uses need not meet special requirements as a condition precedent to be allowed to establish in a given district, except as required by the provisions of Chapters 18.14 and 18.16 of this title.

"Yard" means open and unoccupied space on a lot.

"Yard, front" means a yard, the depth of which is the minimum required horizontal distance between the front lot line and the line parallel thereto on the lot, which yard extends across the full width of the lot.

"Yard, rear" means a yard, the depth of which is the minimum required horizontal distance between the rear lot line and a line parallel thereto on the lot, which yard extends across the full width of the lot.

The above amendments are designed to conform with State definitions to promote a uniform platform for future development in Lindsay.

ALTERNATIVES

- Approve with modifications.
- Deny proposed amendment.
- Table proposal for staff to provide additional information.

BENEFIT TO OR IMPACT ON CITY RESOURCES

Staff does not anticipate any benefits or impacts on City resources.



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: AUGUST 14, 2018
AGENDA #: 9
STAFF: BRIAN SPAUNHURST, ASSISTANT CITY PLANNER,
559-562-7102 EX. 8032, BSPAUNHURST@LINDSAY.CA.US

ENVIRONMENTAL REVIEW

The proposed addition is exempt from the California Environmental Quality Act (CEQA) as it is not a project pursuant to Section 15378 of the CEQA Guidelines.

POLICY ISSUES

None

PUBLIC OUTREACH

A public hearing was held on July 31, 2018.

ATTACHMENTS

- Ordinance No. 569

ORDINANCE NO. 569
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LINDSAY AMENDING SECTION
18.24.030 OF THE LINDSAY MUNICIPAL CODE PERTAINING TO ZONING ORDINANCE
DEFINITIONS.

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

ARTICLE 1: Section 18.24.030 of the Lindsay Municipal Code shall be amended to read as follows:

18.24.030 Definitions.

For the purpose of this title, certain words and terms used herein are defined as follows:

"Accessory building" means a building or structure which is subordinate to, and the use of which is customarily incidental to that of the main building, structure or use on the same site, including patio covers. Except in the case of garden structures, if any accessory building is attached to the main building by a common wall or a connecting roof, such accessory building shall be deemed to be a part of the main building.

"Accessory use" means a use incidental, related, appropriate and clearly subordinate to the main use of the site or building, which accessory use does not alter the principal use of the site.

"Alter" means to make any change in the supporting or load-bearing members of a building, such as bearing walls, columns, beams, girders or floor joists.

"Animal hospital" means a place where animals or pets are given medical or surgical treatment and are cared for during the time of such treatment. Use as a kennel shall be limited to boarding not to exceed two weeks in duration, shall be only incidental to such hospital use, and shall be located within an enclosed soundproof structure.

"Automobile wrecking yard" means a site or portions of a site on which the dismantling or wrecking of used vehicles or the storage, sale or dumping of dismantled or wrecked vehicles or their parts are conducted. The presence on a site of three or more motor vehicles which have not been capable or operating under their own power for fifteen days or more, in the case of vehicles not self-propelled, which have not been towable or from which parts have been removed for reuse or sales, shall constitute prima facie evidence of a motor vehicle wrecking yard.

"Bar, cocktail lounge" means a building, room or facility licensed by the State of California for on-sale liquor and/or beer and wine sales, and which has a majority of public dining or meeting areas used predominately for the sale and consumption of alcoholic beverages.

"Billboard" means the same as "outdoor advertising structure" as defined in Section 18.14.040 of this title.

"Block" means the properties abutting on one side of a street and lying between two nearest intersecting or intercepting street and railroad rights-of-way, unsubdivided land or watercourse.

"Boarding or rooming house" means a building where lodging and meals are provided for compensation for five but no more than fifteen persons, not including rest homes.

"Breezeway" means a roofed passageway, open on at least two sides, connecting the main structure on a site with another main structure or accessory use on the same site.

"Building" means a permanently located structure having a roof, for the housing or enclosure of persons, chattels or property of any kind. Mobile homes, travel trailers and other vehicles, even though permanently immobilized shall not be deemed to be buildings.

"Building, main" means a building within which is conducted the principal use permitted on the lot or site as provided by this title.

"Building setback line" means the minimum distance as prescribed by this title between any property line and the closest point on the foundation or any supporting post or pillar of any building or structure related thereto.

"Carport" means a permanent accessory structure or portion of a main structure open on two or more sides designed for the storage of motor vehicles, without full enclosure. Carports, whether attached or detached, shall be subject to all minimum yard requirements of the underlying zoning district.

"Cemetery" means land used or intended to be used for the burial of the dead, and dedicated for such purposes, including columbariums, crematoriums, mausoleums and mortuaries, when operated in conjunction with and within the boundaries of such premises.

"Clinic" means a place for the provision of group medical services.

"Club" means an association of persons for some common nonprofit purposes, but not including groups organized primarily to render a service which is customarily carried on as a business.

"College" means an educational institution offering advanced instruction in any academic field beyond the secondary level, but not including trade schools or business colleges.

"College, trade" means the same as "school, trade."

"Commercial office" means any administrative or clerical office maintained as a business and any office established by a public service over which this title has jurisdiction.

"Communications equipment building" means a building housing electrical and mechanical equipment necessary for the conduct of a public communication business, with or without personnel.

"Convalescent home" means the same as "rest home."

"Convenience store/ mini-mart" means retail, food and personal service establishment~ limited to a maximum of seven thousand square feet of floor area (that may include the sale of liquor) that are designed for the ready convenience of its patrons.

"Drive-in restaurant" means an establishment which serves food or beverages to persons while seated in or on a motor vehicle, and/ or which serves food or beverages for consumption off the premises of the restaurant.

"Dump" means a place used for the disposal, abandonment or discarding by burial, incineration or by any other means of any garbage, sewage, trash, refuse, rubble, waste material, offal or dead animals.

"Dwelling" means a building or portion thereof, designed exclusively for residential purposes, including one-family and multifamily dwellings; including mobile homes, supportive housing, and transitional housing; not including hotels, apartment hotels, boarding and lodging houses, fraternity and sorority houses, rest homes, convalescent homes, nursing homes, child care nurseries, or house trailers even though permanently immobilized.

"Dwelling, multifamily" means a dwelling designed exclusively for occupancy by more than one family living independently of each other in separate dwelling units.

"Dwelling, one-family" means a detached dwelling designed exclusively for occupancy by one family for residential purposes.

"Dwelling unit" means one or more rooms and a kitchen designed for occupancy by one family for living and sleeping purposes.

"Educational institutions" means public or other nonprofit institutions conducting regular academic instruction at preschool, kindergarten, elementary, secondary and collegiate levels, and including graduate schools, universities, nonprofit research institutions and religious institutions. Such institutions must either: (1) offer general academic instruction equivalent to the standards prescribed by the State Board of Education, (2) confer degrees as a college or university of undergraduate or graduate standing, (3) conduct research or (4) give religious instruction. This definition does not include schools, academics or institutes, incorporated or otherwise, which operate for a profit, nor does it include commercial or trade schools.

"Electrical distribution substation" means an assemblage of equipment which is part of a system for the distribution of electric power where electric energy is received at a subtransmission voltage and transformed to a lower voltage for distribution for general consumer use.

"Electrical transmission substation" means an assemblage of equipment which is part of a system for the transmission of electric power where electric energy is received at a very high voltage from its source of generation by means of a network of high voltage lines and where, by means of transformers, said high voltage is transformed to a low subtransmission voltage for purposes of supplying electric power to large individual consumers, interchange connections with other power producing agencies or electric distribution substations for transformation to still lower voltages for distribution to smaller individual users.

"Emergency shelter" means housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person.

"Family" means "household."

"Fence, open" means a fence, fifty percent or more of the vertical surface of which is open to the transmission of light, air and vision.

"Fence, screened" means a fence, ninety percent or more of the vertical surface of which is closed to the transmission of light, air and vision.

"Frontage" means the property line of a site abutting on a street, other than the side line of a corner lot.

"Garage, private" means a detached accessory building or a portion of a main building on the same lot as a dwelling for the housing of vehicles of the occupants of the dwelling, including carports.

"Garage, repair" means a structure or part thereof, other than a private garage, where motor vehicles are repaired or painted.

"Garden structure" means an arbor, deck, fountain, lath house, pergola, raised planting bed, trellis or other similar structure intended specifically to enhance the appearance of the garden or which has a function relating to the use of outdoor space, but not including a house, garage, carport or storage building.

"Guest house" means living or sleeping quarters within an accessory building for the sole use of occupants of the premises, guests of such occupants or persons employed on the premises. Such quarters shall have no kitchen facilities and shall not be rented.

"Home occupation" means the conduct of an art or profession, the offering of a service or the conduct of a business, or the handcraft manufacture of products for compensation, within a dwelling in a residential district, which use is clearly incidental and secondary to the use of the structure for dwelling purposes and which does not change the character thereof, in accordance with the regulations prescribed in Chapter 18.14 of this title.

"Hotel" means a building in which there are sixteen or more guest rooms where lodging with or without meals is provided for compensation, usually on a transient basis. "Hotel" shall not be construed to include motel, trailer court, sanitarium, hospital or other institutional building, or jail or other building where persons are housed under restraint.

"Household" means any individual or group of individuals living together in a single dwelling unit who may share living expenses, chores, and meals together, and who maintain social, economic and psychological commitments to each other. A household includes, for example, the residents of residential care facilities and group homes for people with disabilities. A household does not include larger institutional group living situations such as dormitories, lodging houses, or boarding houses.

"Incidental" means a structure or use that is subordinate in size, scale, and intensity of use to the permitted or conditionally permitted structure or use of the site. "Incidental structures and uses" does not include wireless communication facilities (e.g., cellular phone, enhanced specialized mobile radio, personal communication systems, or other communication technologies based on wireless radio wave transmission) which emit, broadcast, or repeat signals intended primarily for commercial use beyond the immediate site upon which the facility is located.

"Junk yard" means a site or portion of a site on which waste, discarded or salvaged materials are bought, sold, exchanged, stored, baled, cleaned, packed, disassembled or handled, including used furniture and household equipment yards, house wrecking yards, scrap yards, used lumber yards and similar storage yards, excepting a site on which uses are conducted within a completely enclosed structure and excepting "automobile wrecking yards" as defined in this section. An establishment for the sale, purchase or storage of used cars, farm equipment or salvaged machinery in operable condition and the processing of used or salvaged materials as part of a manufacturing operation shall not be deemed a junk yard.

"Kennel" means any lot or premises on which four or more dogs and/ or cats at least four months of age are kept, boarded or trained.

"Kitchen" means any room used or intended or designed to be used for cooking or the preparation of food.

"Lodge" means an order or society of persons organized for some common nonprofit purpose, but not including groups organized primarily to render a service which is customarily carried on as a business.

"Lodging house" means a dwelling in which lodging or lodging and means are provided for compensation for more than five but not more than fifteen persons other than members of the resident family, excepting a nursing home as defined in this section.

"Lot" means a single parcel of land for which a legal description is filed of record, or the boundaries of which are shown on a subdivision map, or record of survey map filed in the office of the Tulare County Recorder. The term "lot" shall include a part of a single parcel of land when such part is used as though a separate lot for all of the purposes and under all of the requirements of this title. The term "lot" shall include two or more abutting lots when combined and used as though a single lot.

"Lot area" means the total horizontal area within the lot lines of a lot.

Lot, Corner. "Corner lot" means a lot situated at the intersection of two or more streets which have an angle of intersection of not more than one hundred thirty-five degrees.

"Lot coverage" means that portion of a lot or building site which is occupied by any building or structure, excepting paved areas, walks and swimming pools, regardless of whether said building or structure is intended for human occupancy.

"Lot depth" means the depth of a lot shall be the horizontal length of a straight line connecting the midpoints of the front and rear lot lines.

Lot, Double Frontage. "Double frontage lot" means an interior lot having frontage on and with access on two parallel or approximately parallel streets.

Lot, Interior. "Interior lot" means a lot other than a corner lot or reverse corner lot.

Lot, Key. "Key lot" means the first lot to the rear of a reversed corner lot, whether or not separated by an alley.

Lot Line, Front. "Front lot line" means in the case of an interior lot, a line separating the lot from the street. In the case of a corner lot, the line separating the narrowest street frontage of the lot from the street.

Lot Line, Rear. "Rear lot line" means a lot line which is opposite and most distant from the front lot line, or, in the case of an irregular or triangular-shaped lot, a line at least ten feet in length within the lot parallel to and at a maximum distance from the front lot line.

Lot Line, Side. "Side lot line" means any lot boundary line not a front lot line or a rear lot line.

Lot, Reversed Corner. "Reversed corner lot" means a corner lot, the street side of which is substantially a continuation of the front lot line of the lot upon which it rears.

"Lot, through" see "lot, double frontage."

"Lot width" means the average horizontal distance between the side lot lines, measured at right angles to the lot depth at a point midway between the front and rear lot lines.

"Medical building" means clinics or offices for doctors, dentists, oculists, chiropractors, osteopaths, chiropodists or similar practitioners of the healing arts; including accessory laboratories and a prescription pharmacy, but not including offices for veterinarians.

"Mobile home" means a structure or a structure having multiple sections equaling or exceeding exterior dimensions of eight feet in width and forty feet in length, having a chassis and designed to be movable, with kitchen, bathroom and living facilities, designed for use as a single-family dwelling when connected to appropriate utility lines, with or without a permanent foundation.

"Person with a disability" means a person with a disability shall include any individual with a physical or mental impairment that substantially limits one or more major life activities, and/or individuals with a disability as defined by California Government Code § 12926, as amended. The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism. The term "physical or mental impairment" shall exclude sexual behavior disorders, compulsive gambling, kleptomania, pyromania, or psychoactive substance use disorders resulting from the current unlawful use of controlled substances or other drugs. The term "major life activity" means those activities that are of central importance to daily life, such as seeing, hearing, walking, breathing, performing manual tasks, caring for one's self, learning, and speaking.

"Recycling center, large" means a site or portion of a site on which aluminum, plastic, glass, or cardboard may be received and temporarily stored while awaiting transfer to an offsite processing facility for recycling purposes.

"Recycling center, small" means a portion of a site used on an accessory basis, on which aluminum, plastic, glass, or cardboard may be received and temporarily stored while awaiting transfer to an offsite processing facility for recycling purposes.

"Rest homes or homes for the aged" means an establishment or home intended primarily for the care and nursing of invalids and aged persons; excluding cases of communicable diseases and surgical or obstetrical operations. The term shall not include nursing home.

"Restaurant" means an establishment which serves food or beverages primarily to persons seated within the building. This includes cafes and tea rooms, and outdoor cafes.

School, Elementary, Junior High or High. "Elementary, junior high or high school" means public and other nonprofit institutions conducting regular academic instruction at kindergarten, elementary and secondary levels. Such institutions shall offer general academic instructions equivalent to the standards prescribed by the State Board of Education.

School, Private or Parochial. "Private or parochial school" means an institution conducting regular academic instruction at kindergarten, elementary or secondary levels, operated by a nongovernmental organization.

School, Trade. "Trade school" means schools primarily offering instruction in technical, commercial or trade skills, such as real estate schools, business colleges, electronics schools, automotive and aircraft technician schools and similar establishments.

"Service station" means an occupancy engaged in the retail sales of gasoline, diesel or liquefied petroleum gas fuels, oil, tires, batteries and new accessories and which provides for the servicing of motor vehicles and operations, incidental thereto, including: automobile washing, incidental waxing and polishing, tire changing and repairing (but not including recapping), battery service, charging and replacement (but not including repair or rebuilding), radiator cleaning, flushing and repair, installation of minor accessories, lubrication of motor vehicles, rental of utility trailers, the testing, adjustment and replacement of small motor parts and accessories.

"Sign" means any structure, object, letter or symbol made of any kind of material placed for advertising, identification or other similar purposes, on the ground or on any wall, post, fence, building, structure, vehicle or on any place whatsoever. The term "placed" shall include constructing, erecting, posting, painting, printing, tacking, nailing, gluing, sticking, carving or otherwise fastening, affixing or making visible in any manner whatsoever.

"Site" means a parcel of land, subdivided or unsubdivided, occupied or to be occupied by a use or structure.

"Site area" means the total horizontal area included within the property lines of a site.

"Site depth" means the average horizontal distance between the front and rear property lines of a site measured along a line midway between side property lines.

"Site width" means the average horizontal distance between the side property lines of a site measured at right angles to the depth at a point midway between the front and rear property lines.

"Stable" means a detached accessory structure, including but not limited to a corral or paddock for the keeping of one or more horses owned by the occupants of the premises and which are not kept for remuneration, hire or sale.

"Stable, commercial" means a structure, including but not limited to a corral or paddock for the keeping of horses for remuneration, hire or sale.

"Street" means a public or private way permanently dedicated or reserved as a primary means of access to abutting property.

"Street line" means the boundary line between street rights-of-way and abutting property.

"Structural alteration" means any change in the supporting members of a building, such as foundations, bearing walls, columns, beams, floor or roof joists, girders or rafters, or any change in the exterior dimensions of a building, excepting those changes which may result from providing minor repairs and building maintenance.

"Structure" means anything constructed or erected which requires a fixed location on the ground, including a building or sign pole or standard, but not including a fence or wall used as a fence, a patio, walk, driveway or raised planting bed.

"Structure, main" means a structure housing the principal use of a site or functioning as the principal use.

"Supportive housing" means housing with no limit on length of stay, that is occupied by a target population, and that is linked to an onsite or offsite service that assists residents in retaining housing, improving health status, and maximizing the ability to live and, when possible, work in the community. Supportive housing shall be considered a residential use subject only to those restrictions that apply to other residential uses of the same type in the same zoning district.

"Target population" means persons with low incomes who have one or more disabilities, including mental illness, HIV or AIDS, substance abuse, or other chronic health condition, or individuals eligible for services provided pursuant to the Lanterman Developmental Disabilities Services Act (Division 4.5 (commencing with Section 4500) of the Welfare and Institutions Code) and may include, among other populations, adults, emancipated minors, families with children, elderly persons, young adults aging out of the foster care system, individuals exiting from institutional settings, veterans, and homeless people. For the purpose of this subsection, "low income" shall be defined by California Health and Safety Code §50079.5 (a), as amended.

"Trailer sales lot" means an open area where trailers are sold, leased or rented and where no repairs, repainting or remodeling are done.

"Trailer, utility" means a vehicle without motive power, designed and constructed to travel on the public thoroughfares in accordance with the provisions of the State Vehicle Code, and to be used only for carrying property.

"Transitional housing" means rental housing, operated under program requirements that require the termination of assistance and recirculating of the assisted unit to another eligible program recipient at a predetermined future point in time that shall be no less than six months from the beginning of the assistance. Transitional housing shall be considered a residential use subject only to those restrictions that apply to other residential uses of the same type in the same zoning district.

"Travel trailer" means a vehicle with or without motive power, designed and constructed to travel on the public thoroughfares in accordance with provisions of the State Vehicle Code, designed for human habitation, with no footing or foundation other than wheels and temporary stabilizing units, with exterior dimensions less than eight feet in width and less than forty feet in length. The terms "camper" and "motor home" are included within the meaning of the term "travel trailer."

"Travel trailer parks" means a parcel, or contiguous parcels of land under single ownership, designed or intended to be used to accommodate travel trailers on a transient basis (one month continuous occupancy or less).

"Use" means the purpose for which a site or structure is arranged, designed, intended, constructed, moved, erected, altered or enlarged on for which either a site or structure is or may be occupied or maintained.

"Use, conditional" means a use which is listed as a conditional use in any given district in this title. Conditional uses may be required to meet certain requirements as a condition precedent to the granting of a use permit which will allow the establishing of a conditional use in any given district.

"Use, permitted" means a use which is listed as a permitted use in any given district in this title. Permitted uses need not meet special requirements as a condition precedent to be allowed to establish in a given district, except as required by the provisions of Chapters 18.14 and 18.16 of this title.

"Yard" means open and unoccupied space on a lot.

"Yard, front" means a yard, the depth of which is the minimum required horizontal distance between the front lot line and the line parallel thereto on the lot, which yard extends across the full width of the lot.

"Yard, rear" means a yard, the depth of which is the minimum required horizontal distance between the rear lot line and a line parallel thereto on the lot, which yard extends across the full width of the lot.

ARTICLE 2. The City Council declares that this ordinance is exempt from the California Environmental Quality Act (CEQA) because it is not a project pursuant to Section 15378 of the CEQA Guidelines.

ARTICLE 3. This ordinance shall be in full force and effect on or after the 30th day after its adoption by the City Council. Within 15 days after its adoption by the City Council, this Ordinance shall be published in full text or in summary in a newspaper of general circulation in the City of Lindsay.

PASSED, APPROVED, and ADOPTED at a regular meeting of the City Council held on the 14th day of August 2018.

ATTEST:

CITY COUNCIL OF THE CITY OF LINDSAY

Bret Harmon, City Clerk

Pamela Kimball, Mayor