



# LINDSAY CITY COUNCIL MEETING: REGULAR MEETING AGENDA

251 E. Honolulu St., Lindsay, CA 93247

Tuesday, April 14, 2020 @ 6:00PM

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Notice is hereby given that the Lindsay City Council will hold its regular Council Meeting, on April 14, 2020 via webinar only. The webinar address for members of the public is [https://www.bigmarker.com/griswold\\_lasalle/4-14-2020-Lindsay-Council-Meeting](https://www.bigmarker.com/griswold_lasalle/4-14-2020-Lindsay-Council-Meeting) Persons with disabilities who may need assistance should contact the Deputy City Clerk at least 24 hours prior to the meeting at (559) 562-7102 ext. 8020.

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

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## Item 1: Public Comment

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

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## Item 2: Council Reports

City Council Members report on recent or upcoming events

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## Item 3: City Manager Update

City Manager or designee reports on recent or upcoming events

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## Item 4: Consent Calendar

Routine items approved in one motion unless item is pulled for discussion  
Pages 1-33

1. Minutes from March 24, 2020 Special City Council Meeting
2. Warrant List for March 4, 2020 through March 26, 2020
3. Treasurers Report for March 2020
4. Disinfection By Product (DBP) Notification Update
5. Temporary Use Permit (TUP) 20-05, Shaved Ice Stand
6. Fiscal Year 2019-2020 Independent Auditor Engagement

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## Item 5: CONTINUED PUBLIC HEARING: Resolution 20-03, 120 East Hermosa, Sign Variance Request

Presented by Mike Camarena, Director of City Services and Planning  
Pages 34-48

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



## LINDSAY CITY COUNCIL MEETING: REGULAR MEETING AGENDA

251 E. Honolulu St., Lindsay, CA 93247

Tuesday, April 14, 2020 @ 6:00PM

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- Item 6: CONTINUED PUBLIC HEARING: Ordinance 582, Adopting the State of California Model Water Efficiency Landscape Ordinance (MWEL0)  
Presented by Michael Camarena, Director of City Services and Planning  
Pages 49-84
- 
- Item 7: Request from Omni Family Health Public  
Presented by Joseph M. Tanner, City Manager  
Pages 85-110
- 
- Item 8: Resolution 20-13: Authorizing Staff to Submit A Claim to Tulare County Association of Governments (TCAG) for Local Transportation Funds for FY 2019-2020  
Presented by Joseph M. Tanner, City Manager  
Pages 111-115
- 
- Item 9: Ordinance No. 583: Declaring Establishing Administrative Fines Related to Covid-19 Executive Orders  
Presented by Joseph M. Tanner, City Manager  
Pages 116-119
- 
- Item 10: Executive (Closed) Session  
None
- 
- Item 11: Requests for Future Agenda Items  
Presented by Councilmembers
- 
- Item 12: Adjourn  
The next regular Lindsay City Council meeting will be held at 6:00PM on April 28, 2020.

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# LINDSAY CITY COUNCIL MEETING: SPECIAL MEETING MINUTES

251 E. Honolulu St., Lindsay, CA 93247  
Tuesday, March 24, 2020 @ 6:00PM

Page 8558

Notice is hereby given that the Lindsay City Council will hold a Special Meeting, on March 24, 2020 via webinar only. The webinar address for members of the public is [https://www.bigmarker.com/griswold\\_lasalle/3-24-2020-Lindsay-Council-Meeting](https://www.bigmarker.com/griswold_lasalle/3-24-2020-Lindsay-Council-Meeting) Persons with disabilities who may need assistance should contact the Deputy City Clerk at least 24 hours prior to the meeting at (559) 562-7102 ext. 8020.

- CALL TO ORDER: 6:00pm
- ROLL CALL: Council Members Sanchez, Flores, Watson, Mayor Pro Tem Cortes & Mayor Kimball (All present, Councilmember Flores 10 minutes late)
- PLEDGE: Mayor Kimball

## Item 1: Public Comment

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

- None

## Item 2: Consent Calendar

Routine items approved in one motion unless item is pulled for discussion

Pages 1-4

1. Addition of Bank Account Signers and Authorized Personnel

- No discussion.

Motion:	To Approve						
1 <sup>st</sup>	2 <sup>nd</sup>	Result Motion	Kimball	Cortes	Watson	Flores	Sanchez
Cortes	Watson	5-0 Approved	Yes	Yes	Yes	Yes	Yes

## Item 3: Declaring a Local Emergency and Request For Assistance Under the California Disaster Assistance Act

Presented by Joseph M. Tanner, City Manager

- Tanner – Gave update on PD and City Services, public building access granted by appointment only. No appointments will be made for non-essential requests. Recommends parks remain open to public with additional safety precautions implemented around high risk areas. Finance lobby will be waiving late payments and will not be shutting off services for nonpayment until further notice. Recommends lobby close. Would like to schedule only one City Council meeting per month until further notice. Explained that an emergency declaration would grant the City Manager with additional powers to act that would otherwise typically require City Council approval by resolution. Clarified that any action taken in response to COVID-19 emergency measures would still be presented to Council after the fact.
- Cortes – would like to see more signage at the park to raise awareness about COVID-19



# LINDSAY CITY COUNCIL MEETING: SPECIAL MEETING MINUTES

251 E. Honolulu St., Lindsay, CA 93247  
 Tuesday, March 24, 2020 @ 6:00PM

- Flores – asked if it would be possible to add sanitation stations near the playground. Remaining councilmembers raised concerns over the effectiveness of this solution.
- Watson – would like to see signs regarding social distancing guidelines, would like to see sanitation of park equipment twice, daily. CM confirmed that a second spray sanitizer would be ordered to accomplish this.
- Sanchez – recommends that playground area and skate park be closed to impress the seriousness of this situation
- Kimball – would like to know what additional measures can be taken to protect finance lobby staff and its customers. No cash alternative was presented by Councilmember Watson, remaining councilmembers opposed.
- Cortes – recommends late fees to be waived for March and April billing, and payment plans established through May. Does not want to see a reduction to City Council Meetings but does prefer video conferencing over teleconference.
- Kimball - summarized: Finance lobby will remain open, there will be no utility shutoffs or late penalties for March/April, and City Council meetings will still be held twice a month via videoconference.
- No public comment

Motion:	To Approve						
1 <sup>st</sup>	2 <sup>nd</sup>	Result Motion	Kimball	Cortes	Watson	Flores	Sanchez
Watson	Sanchez	5-0 Approved	Yes	Yes	Yes	Yes	Yes

- Additional space granted for any other public comment:
- Cortes - would like to gather a resource list for residents needing public assistance during this time. LUSD has closed all campuses except for the cafeterias needed to prepare grab and go lunches provided to learners.
- Sanchez - inquired about the response by businesses. City Hall and code enforcers are keeping lines of communication open with local businesses. We will continue to present them with the recommended state guidelines. Mayor Kimball noted that action was being taken by Tulare County to send notices to bars and restaurants.

## Item 4: Adjourn

The next regular Lindsay City Council meeting will be held in the City Council Chambers at 251 E. Honolulu Street in Lindsay, California beginning at 6:00PM on April 14, 2020.

Motion:	To Adjourn						
1 <sup>st</sup>	2 <sup>nd</sup>	Result Motion	Kimball	Cortes	Watson	Flores	Sanchez
Cortes	Flores	5-0 Approved	Yes	Yes	Yes	Yes	Yes



Check #	Fund	Date	Vendor #	Vendor Name	Description	Amount
<b>TOTAL</b>						<b>423,758.37</b>
<b>16553</b>						<b>103.12</b>
	400 - WELLNESS CENTER	3/9/2020	3023	AAA SECURITY, INC.	2/29 GUARD SERVICE	103.12
<b>16554</b>						<b>58.86</b>
	101 - GENERAL FUND	3/9/2020	4259	AAA TRUCK SERVICE I	REMOTE FLASH TUBE	58.86
<b>16555</b>						<b>35.00</b>
	101 - GENERAL FUND	3/9/2020	1858	ALL PRO FIRE AND SA	OLIVE BOWL	35.00
<b>16556</b>						<b>35.00</b>
	101 - GENERAL FUND	3/9/2020	4924	ASI ADMINISTRATIVE	COBRA-JAN 2020	35.00
<b>16557</b>						<b>93.78</b>
	101 - GENERAL FUND	3/9/2020	3428	AT&T MOBILITY	877432145X01162020	93.78
<b>16558</b>						<b>298.02</b>
	101 - GENERAL FUND	3/9/2020	5457	AUTO ZONE COMMERCIA	ANTIFREEZE	21.73
	101 - GENERAL FUND	3/9/2020	5457	AUTO ZONE COMMERCIA	HIGH FLOW THERMOSTA	23.17
	101 - GENERAL FUND	3/9/2020	5457	AUTO ZONE COMMERCIA	HIGH FLOW THERMOSTA	53.15
	552 - WATER	3/9/2020	5457	AUTO ZONE COMMERCIA	MOTOR OIL	67.46
	552 - WATER	3/9/2020	5457	AUTO ZONE COMMERCIA	MOTOR OIL	119.80
	552 - WATER	3/9/2020	5457	AUTO ZONE COMMERCIA	MOTOR OIL	(119.80)
	553 - SEWER	3/9/2020	5457	AUTO ZONE COMMERCIA	TUNE UP GREASE	26.26
	553 - SEWER	3/9/2020	5457	AUTO ZONE COMMERCIA	WWTP KUSMAN REPAIR	38.79
	553 - SEWER	3/9/2020	5457	AUTO ZONE COMMERCIA	WWTP KUSMAN REPAIR	67.46
<b>16559</b>						<b>771.28</b>
	400 - WELLNESS CENTER	3/9/2020	5381	AWAKE SKATE SHOP	75 TSHIRT 5COLORPRI	771.28
<b>16560</b>						<b>4,005.00</b>
	552 - WATER	3/9/2020	51	BSK	BACTI,QTR DBP JAN	4,005.00
<b>16561</b>						<b>203.91</b>
	101 - GENERAL FUND	3/9/2020	76	CENTRAL VALLEY BUSI	BUSINESS LIC CERTS	203.91
<b>16562</b>						<b>801.00</b>
	553 - SEWER	3/9/2020	279	CITY OF PORTERVILLE	30-016544 LAB 1/202	801.00
<b>16563</b>						<b>978.00</b>
	400 - WELLNESS CENTER	3/9/2020	6509	COVERALL NORTH AMER	3/1/2020-3/31/2020	978.00
<b>16564</b>						<b>1,050.00</b>
	552 - WATER	3/9/2020	6118	CVIN LLC D.B.A. VAS	2/1/20-2/29/20	175.00
	552 - WATER	3/9/2020	6118	CVIN LLC D.B.A. VAS	3/1/2020-3/31/2020	175.00
	552 - WATER	3/9/2020	6118	CVIN LLC D.B.A. VAS	3/1/2020-3/31/2020	175.00
	553 - SEWER	3/9/2020	6118	CVIN LLC D.B.A. VAS	3/1/2020-3/31/2020	175.00
	554 - REFUSE	3/9/2020	6118	CVIN LLC D.B.A. VAS	2/1/20-2/29/20	175.00
	554 - REFUSE	3/9/2020	6118	CVIN LLC D.B.A. VAS	3/1/2020-3/31/2020	175.00
<b>16565</b>						<b>843.23</b>
	101 - GENERAL FUND	3/9/2020	6524	DAVEBANG ASSOCIATES	PLAYGROUND EQUIPMEN	843.23
<b>16566</b>						<b>225.00</b>
	101 - GENERAL FUND	3/9/2020	5863	DEPARTMENT OF INDUS	PENALTIES	225.00
<b>16567</b>						<b>216.85</b>
	400 - WELLNESS CENTER	3/9/2020	3733	DIRECTV		216.85
<b>16568</b>						<b>8.68</b>
	552 - WATER	3/9/2020	6522	ELISA SCHEER	217 SYCAMORE	8.68
<b>16569</b>						<b>48.33</b>
	101 - GENERAL FUND	3/9/2020	4460	EVANS FEED & LIVEST	K9 SUPPLIES	48.33
<b>16570</b>						<b>8,394.54</b>
	552 - WATER	3/9/2020	137	FRIANT WATER AUTHOR	SLDMWA FEB 2020	2,695.54
	552 - WATER	3/9/2020	137	FRIANT WATER AUTHOR	SLDMWA FEB 2020	5,699.00
<b>16571</b>						<b>1,253.87</b>
	101 - GENERAL FUND	3/9/2020	6010	FRONTIER COMMUNICAT	209-042-9309	1.99
	101 - GENERAL FUND	3/9/2020	6010	FRONTIER COMMUNICAT	209-042-9309	131.06
	101 - GENERAL FUND	3/9/2020	6010	FRONTIER COMMUNICAT	209-151-2650	28.65
	101 - GENERAL FUND	3/9/2020	6010	FRONTIER COMMUNICAT	209-151-2650a	28.65
	101 - GENERAL FUND	3/9/2020	6010	FRONTIER COMMUNICAT	209-151-2652	45.83
	101 - GENERAL FUND	3/9/2020	6010	FRONTIER COMMUNICAT	209-151-2656	45.83
	101 - GENERAL FUND	3/9/2020	6010	FRONTIER COMMUNICAT	209-151-2662 1	60.60
	552 - WATER	3/9/2020	6010	FRONTIER COMMUNICAT	562-7131	129.73
	552 - WATER	3/9/2020	6010	FRONTIER COMMUNICAT	209-151-2650 b	28.65
	552 - WATER	3/9/2020	6010	FRONTIER COMMUNICAT	209-150-2936	83.41
	552 - WATER	3/9/2020	6010	FRONTIER COMMUNICAT	209-150-2936	91.67
	553 - SEWER	3/9/2020	6010	FRONTIER COMMUNICAT	209-150-3621	115.05
	553 - SEWER	3/9/2020	6010	FRONTIER COMMUNICAT	562-7132	254.22

	553 - SEWER	3/9/2020	6010 FRONTIER COMMUNICAT	209-151-2650 c	28.65
	553 - SEWER	3/9/2020	6010 FRONTIER COMMUNICAT	209-151-2650 c	45.81
	553 - SEWER	3/9/2020	6010 FRONTIER COMMUNICAT	209-151-2650 c	45.83
	553 - SEWER	3/9/2020	6010 FRONTIER COMMUNICAT	209-151-2650 c	88.24
<b>16572</b>					<b>100.00</b>
	101 - GENERAL FUND	3/9/2020	6523 HECTOR HERNANDEZ	ARBOR DEPOSIT	100.00
<b>16573</b>					<b>3,000.00</b>
	261 - GAS TAX FUND	3/9/2020	5541 JACK DAVENPORT SWEE	FEB BROOM SWEEPING	3,000.00
<b>16574</b>					<b>400.00</b>
	101 - GENERAL FUND	3/9/2020	6346 JEFF PFEIFFER	MARCH SQUIRREL TREA	400.00
<b>16575</b>					<b>65.00</b>
	101 - GENERAL FUND	3/9/2020	2601 JOHN HIBLER WEATHER	Feb-20	65.00
<b>16576</b>					<b>274.77</b>
	101 - GENERAL FUND	3/9/2020	201 KENS STAKES & SUPPL	PAINT FLO PINK	109.91
	552 - WATER	3/9/2020	201 KENS STAKES & SUPPL	WHITE MARKING PAINT	164.86
<b>16577</b>					<b>243.93</b>
	101 - GENERAL FUND	3/9/2020	4956 LAWRENCE TRACTOR CO	SPINDLE HUB	243.93
<b>16578</b>					<b>1,145.89</b>
	400 - WELLNESS CENTER	3/9/2020	5788 LINCOLN AQUATICS	POOL CHEMICAL	1,145.89
<b>16579</b>					<b>1,017.66</b>
	101 - GENERAL FUND	3/9/2020	4067 LINCOLN NAT'L INSUR	3/1/2020-3/31/2020	1,017.66
<b>16580</b>					<b>75.00</b>
	101 - GENERAL FUND	3/9/2020	6425 LINDSAY TIRE & AUTO	LANDSCAPE TRAILER	75.00
<b>16581</b>					<b>100.00</b>
	101 - GENERAL FUND	3/9/2020	6525 JANET IBARRA	FIRE INSPECTION REF	100.00
<b>16582</b>					<b>1,016.00</b>
	101 - GENERAL FUND	3/9/2020	234 MARTIN'S TIRE & AUT	FLAT REPAIR	16.00
	101 - GENERAL FUND	3/9/2020	234 MARTIN'S TIRE & AUT	OLD BACKHOE 2 TIRES	250.00
	101 - GENERAL FUND	3/9/2020	234 MARTIN'S TIRE & AUT	OLD BACKHOE 2 TIRES 1	250.00
	552 - WATER	3/9/2020	234 MARTIN'S TIRE & AUT	OLD BACKHOE 2 TIRES	250.00
	553 - SEWER	3/9/2020	234 MARTIN'S TIRE & AUT	OLD BACKHOE 2 TIRES	250.00
<b>16583</b>					<b>149,703.57</b>
	554 - REFUSE	3/9/2020	5852 MID VALLEY DISPOSAL	NOV 2019 BILLING	74,308.06
	554 - REFUSE	3/9/2020	5852 MID VALLEY DISPOSAL	Dec-19	75,395.51
<b>16584</b>					<b>172.00</b>
	101 - GENERAL FUND	3/9/2020	2306 NICK NAVE	ASSETFORFEITURE COU	172.00
<b>16585</b>					<b>380.96</b>
	101 - GENERAL FUND	3/9/2020	5625 NGLIC-SUPERIOR VISI	MARCH VISION PLAN	380.96
<b>16586</b>					<b>13.95</b>
	101 - GENERAL FUND	3/9/2020	1565 OACYS.COM INC	E-MAIL ACCOUNT	13.95
<b>16587</b>					<b>180.00</b>
	101 - GENERAL FUND	3/9/2020	3260 PACIFIC EMPLOYERS	HR SERVICES QTR	180.00
<b>16588</b>					<b>1,906.53</b>
	552 - WATER	3/9/2020	3260 PACWEST DIRECT	PRINTING	551.20
	552 - WATER	3/9/2020	6498 PACWEST DIRECT	2/13 DELINQUENT PRI	84.32
	553 - SEWER	3/9/2020	6498 PACWEST DIRECT	UB 2/12/20 PRINTING	551.20
	553 - SEWER	3/9/2020	6498 PACWEST DIRECT	2/13 DELINQUENT PRI	84.32
	553 - SEWER	3/9/2020	6498 PACWEST DIRECT	2/13 DELINQUENT PRI	551.18
	554 - REFUSE	3/9/2020	6498 PACWEST DIRECT	2/13 DELINQUENT PRI	84.31
<b>16589</b>					<b>146.35</b>
	101 - GENERAL FUND	3/9/2020	276 PORTERVILLE RECORDE	PUBLIC NOTICE VARIA	146.35
<b>16590</b>					<b>143.59</b>
	101 - GENERAL FUND	3/9/2020	285 QUILL CORPORATION	C.S OFFICE SUPPLIES	114.27
	101 - GENERAL FUND	3/9/2020	285 QUILL CORPORATION	C.S OFFICE SUPPLIES	29.32
<b>16591</b>					<b>4,000.00</b>
	552 - WATER	3/9/2020	6095 RALPH GUTIERREZ WAT	C P O WATER TREATME	2,000.00
	553 - SEWER	3/9/2020	6095 RALPH GUTIERREZ WAT	C P O WASTE WATER T	2,000.00
<b>16592</b>					<b>1,027.00</b>
	101 - GENERAL FUND	3/9/2020	3622 RLH FIRE PROTECTION	MONTHLY PUMP RUNS	143.00
	101 - GENERAL FUND	3/9/2020	3622 RLH FIRE PROTECTION	MONTHLY PUMP RUNS	719.00
	400 - WELLNESS CENTER	3/9/2020	3622 RLH FIRE PROTECTION	4THQTR SPRINKLER IN	165.00
<b>16593</b>					<b>5,722.36</b>
					(1,350.00)
					(1,500.00)
	552 - WATER	3/9/2020	4555 THATCHER COMPANY IN	WTP CHLORINE	4,067.96
	552 - WATER	3/9/2020	4555 THATCHER COMPANY IN	WTP -CHLORINE	4,504.40
<b>16594</b>					<b>176.88</b>
	101 - GENERAL FUND	3/9/2020	5624 SIERRA SANITATION,	2/25-3/24/2020	173.88
	101 - GENERAL FUND	3/9/2020	5624 SIERRA SANITATION,	FC #104489	3.00

<b>16595</b>					<b>975.44</b>
	553 - SEWER	3/9/2020	307 SILVAS OIL COMPANY	BULK-DIESEL FUEL	975.44
<b>16596</b>					<b>398.99</b>
	400 - WELLNESS CENTER	3/9/2020	1776 SMART & FINAL	FRUIT,SANDWICH DISH	174.81
	400 - WELLNESS CENTER	3/9/2020	1776 SMART & FINAL	FRUIT,SANDWICH DISH	221.18
	400 - WELLNESS CENTER	3/9/2020	1776 SMART & FINAL		3.00
<b>16597</b>					<b>3,370.05</b>
	261 - GAS TAX FUND	3/9/2020	310 SOUTHERN CA. EDISON	2-35-921-6264	33.19
	400 - WELLNESS CENTER	3/9/2020	310 SOUTHERN CA. EDISON	3-031-5675-04	3,287.07
	553 - SEWER	3/9/2020	310 SOUTHERN CA. EDISON	3-035-4725-72	15.27
	891 - PELOUS RANCH	3/9/2020	310 SOUTHERN CA. EDISON	2-35-921-6264	11.77
	891 - PELOUS RANCH	3/9/2020	310 SOUTHERN CA. EDISON	2-35-921-6264	22.75
<b>16598</b>					<b>5,826.95</b>
	101 - GENERAL FUND	3/9/2020	144 THE GAS COMPANY	031-415-9000	295.01
	101 - GENERAL FUND	3/9/2020	144 THE GAS COMPANY	031-415-9000	545.50
	101 - GENERAL FUND	3/9/2020	144 THE GAS COMPANY	163-715-6900	684.11
	400 - WELLNESS CENTER	3/9/2020	144 THE GAS COMPANY	098-628-2905	4,302.33
<b>16599</b>					<b>35.00</b>
	101 - GENERAL FUND	3/9/2020	6413 TRANS UNION LLC	1/25/2020	35.00
<b>16600</b>					<b>724.00</b>
	779 - 00-HOME-0487	3/9/2020	4922 TRAVELERS INDEMNITY	993902536 633 1	724.00
<b>16601</b>					<b>742.00</b>
	779 - 00-HOME-0487	3/9/2020	4922 TRAVELERS INDEMNITY	600463449 633 1	742.00
<b>16602</b>					<b>20.00</b>
	552 - WATER	3/9/2020	2623 TULARE COUNTY RECOR	RELEASE OF LIEN	20.00
<b>16603</b>					<b>4,683.24</b>
	553 - SEWER	3/9/2020	6371 TULARE COUNTY SOLID	SLUDGE FOR ADC	4,683.24
<b>16604</b>					<b>1,489.18</b>
	779 - 00-HOME-0487	3/9/2020	336 TULARE COUNTY TAX C	SALEM BALGAITH	1,489.18
<b>16605</b>					<b>715.27</b>
	779 - 00-HOME-0487	3/9/2020	336 TULARE COUNTY TAX C	MARIA GUARDADO	715.27
<b>16606</b>					<b>1,165.28</b>
	779 - 00-HOME-0487	3/9/2020	336 TULARE COUNTY TAX C	J. NAVARRO	1,165.28
<b>16607</b>					<b>1,528.23</b>
	779 - 00-HOME-0487	3/9/2020	336 TULARE COUNTY TAX C	JOSEPH AVINA	1,528.23
<b>16608</b>					<b>115.42</b>
	779 - 00-HOME-0487	3/9/2020	336 TULARE COUNTY TAX C	MARIO PARAMO	115.42
<b>16609</b>					<b>551.54</b>
	779 - 00-HOME-0487	3/9/2020	336 TULARE COUNTY TAX C	VARELA SILVESTRE	551.54
<b>16610</b>					<b>322.38</b>
	779 - 00-HOME-0487	3/9/2020	336 TULARE COUNTY TAX C	MARTINEZ ADELFA	322.38
<b>16611</b>					<b>621.74</b>
	779 - 00-HOME-0487	3/9/2020	336 TULARE COUNTY TAX C	STEVENS GUADALUPE	621.74
<b>16612</b>					<b>1,031.54</b>
	779 - 00-HOME-0487	3/9/2020	336 TULARE COUNTY TAX C	MAGANA SUSANA	1,031.54
<b>16613</b>					<b>1,069.00</b>
	779 - 00-HOME-0487	3/9/2020	336 TULARE COUNTY TAX C	SAID MOHSIN	1,069.00
<b>16614</b>					<b>1,112.28</b>
	779 - 00-HOME-0487	3/9/2020	336 TULARE COUNTY TAX C	RAFAEL GUTIERREZ	1,112.28
<b>16615</b>					<b>1,068.76</b>
	779 - 00-HOME-0487	3/9/2020	336 TULARE COUNTY TAX C	LOPEZ ANDREA	1,068.76
<b>16616</b>					<b>1,579.99</b>
	779 - 00-HOME-0487	3/9/2020	336 TULARE COUNTY TAX C	VILLA JESUS	1,579.99
<b>16617</b>					<b>1,068.76</b>
	779 - 00-HOME-0487	3/9/2020	336 TULARE COUNTY TAX C	RITO ESPINOZA	1,068.76
<b>16618</b>					<b>1,105.52</b>
	779 - 00-HOME-0487	3/9/2020	336 TULARE COUNTY TAX C	JOSE GONZALEZ	1,105.52
<b>16619</b>					<b>1,068.76</b>
	779 - 00-HOME-0487	3/9/2020	336 TULARE COUNTY TAX C	JORGE CORTEZ	1,068.76
<b>16620</b>					<b>668.49</b>
	779 - 00-HOME-0487	3/9/2020	336 TULARE COUNTY TAX C	J.AVALOS	668.49
<b>16621</b>					<b>882.30</b>
	779 - 00-HOME-0487	3/9/2020	336 TULARE COUNTY TAX C	J.ANDRADE L204-02	882.30
<b>16622</b>					<b>672.39</b>
	779 - 00-HOME-0487	3/9/2020	336 TULARE COUNTY TAX C	JOSE HERNANDEZ	672.39
<b>16623</b>					<b>731.37</b>
	779 - 00-HOME-0487	3/9/2020	336 TULARE COUNTY TAX C	MOOR JUDITH	731.37
<b>16624</b>					<b>650.90</b>
	779 - 00-HOME-0487	3/9/2020	336 TULARE COUNTY TAX C	A.ANDRADE L97-14	650.90

<b>16625</b>					<b>720.85</b>
	779 - 00-HOME-0487	3/9/2020	336 TULARE COUNTY TAX C	PEREZ SANDY	720.85
<b>16626</b>					<b>1,297.15</b>
	101 - GENERAL FUND	3/9/2020	4849 U.S. BANK EQUIPMENT	CANON LEASE 3/15	324.28
	101 - GENERAL FUND	3/9/2020	4849 U.S. BANK EQUIPMENT	CANON LEASE 3/15	324.29
	101 - GENERAL FUND	3/9/2020	4849 U.S. BANK EQUIPMENT	CANON LEASE 3/15 2	324.29
	101 - GENERAL FUND	3/9/2020	4849 U.S. BANK EQUIPMENT	CANON LEASE 3/15 3	324.29
<b>16627</b>					<b>762.75</b>
	101 - GENERAL FUND	3/9/2020	5747 UNITED STAFFING	NICK 2/10/20-2/16/2	190.68
	101 - GENERAL FUND	3/9/2020	5747 UNITED STAFFING	NICK 2/10/20-2/16/2	190.69
	101 - GENERAL FUND	3/9/2020	5747 UNITED STAFFING	NICK 2/10/20-2/16/2	190.69
	552 - WATER	3/9/2020	5747 UNITED STAFFING	NICK 2/10/20-2/16/2	190.69
<b>16628</b>					<b>2,577.70</b>
	552 - WATER	3/9/2020	5413 UNIVAR USA INC	WTP MATERIALS	2,577.70
<b>16629</b>					<b>533.80</b>
	101 - GENERAL FUND	3/9/2020	356 USA BLUEBOOK	MINI LED LIGHTHEADS	46.10
	101 - GENERAL FUND	3/9/2020	356 USA BLUEBOOK	MINI LED LIGHTHEADS 2	46.10
	552 - WATER	3/9/2020	356 USA BLUEBOOK	8CIRCULAR 7 DAY CHA	349.40
	552 - WATER	3/9/2020	356 USA BLUEBOOK	MINI LED LIGHTHEADS	46.10
	553 - SEWER	3/9/2020	356 USA BLUEBOOK	MINI LED LIGHTHEADS	46.10
<b>16630</b>					<b>2,695.00</b>
	101 - GENERAL FUND	3/9/2020	2790 WILLDAN INC.	PLAN CHECK-W. BOOKS	2,695.00
<b>16631</b>					<b>392.77</b>
	101 - GENERAL FUND	3/13/2020	3977 AFLAC	DED:015 AFLAC	392.77
<b>16632</b>					<b>477.88</b>
	101 - GENERAL FUND	3/13/2020	4660 CITY OF LINDSAY	DED:052 WELLNESS	12.47
	101 - GENERAL FUND	3/13/2020	4660 CITY OF LINDSAY	DED:CDBG CDBG PMT	218.41
	101 - GENERAL FUND	3/13/2020	4660 CITY OF LINDSAY	DED:L203 CDBG LOAN	247.00
<b>16633</b>					<b>1,078.70</b>
	101 - GENERAL FUND	3/13/2020	451 CITY OF LINDSAY EMP	DED:0503 SEC 125	1,068.70
	101 - GENERAL FUND	3/13/2020	451 CITY OF LINDSAY EMP	DED:0503 SEC 125	10.00
<b>16634</b>					<b>130.95</b>
	101 - GENERAL FUND	3/13/2020	3192 SEIU LOCAL 521	DED:DUES UNION DUES	130.95
<b>16635</b>					<b>5,782.37</b>
	101 - GENERAL FUND	3/13/2020	6452 GREAT-WEST TRUST	DED:151 DEFERCOMP	2,282.73
	101 - GENERAL FUND	3/13/2020	6452 GREAT-WEST TRUST	DED:0500 DEF COMP	2,464.97
	101 - GENERAL FUND	3/13/2020	6452 GREAT-WEST TRUST	DED:ROTH ROTH	75.00
	101 - GENERAL FUND	3/13/2020	6452 GREAT-WEST TRUST	DED:0500 DEF COMP	959.67
<b>16636</b>					<b>82.74</b>
	101 - GENERAL FUND	3/13/2020	6409 BERNARD HEALTH LEGA	DED:MET MET LAW	82.74
<b>16637</b>					<b>50.82</b>
	101 - GENERAL FUND	3/13/2020	2325 LINDSAY PUBLIC SAFE	DED:LPOA LPOA DUES	50.82
<b>16638</b>					<b>124.58</b>
	101 - GENERAL FUND	3/13/2020	6246 MCDERMONT VENTURE I	DED:051 MCDERMONT	124.58
<b>16639</b>					<b>437.07</b>
	101 - GENERAL FUND	3/13/2020	3042 STATE DISBURSEMENT	DED:0512 CHILD SUPT	437.07
<b>16640</b>					<b>360.57</b>
	101 - GENERAL FUND	3/13/2020	1955 TEAMSTERS LOCAL 856	DED:0508 TEAMSTERS	360.57
<b>16641</b>					<b>200.00</b>
	400 - WELLNESS CENTER	3/17/2020	6376 ANA MAGDALENO	FIT & TONE CLASS	200.00
<b>16642</b>					<b>300.00</b>
	400 - WELLNESS CENTER	3/17/2020	5930 CHRIS ALLARD	SERVICE CALL	300.00
<b>16643</b>					<b>960.00</b>
	400 - WELLNESS CENTER	3/17/2020	6039 DINA RESTIVO	YOGA CLASS	960.00
<b>16644</b>					<b>2,566.90</b>
	400 - WELLNESS CENTER	3/17/2020	6411 GREG MORENTIN	MARTIAL ARTS-STARs	2,566.90
<b>16645</b>					<b>225.00</b>
	400 - WELLNESS CENTER	3/17/2020	5804 KELSIE AVINA	ZUMBA	225.00
<b>16646</b>					<b>1,800.00</b>
	400 - WELLNESS CENTER	3/17/2020	6260 LLEON SERVICES	CHEMICAL BALANCE	1,800.00
<b>16647</b>					<b>150.00</b>
	400 - WELLNESS CENTER	3/17/2020	6499 MARGARITA BENITEZ B	ZUMBA CLASS	150.00
<b>16648</b>					<b>125.00</b>
	400 - WELLNESS CENTER	3/17/2020	3208 SHANNON PATTERSON	AQUA CLASS	125.00
<b>16649</b>					<b>1,615.00</b>
	400 - WELLNESS CENTER	3/17/2020	4914 STEPHANIE OROSCO	LUSD -ZUMBA	1,215.00
	400 - WELLNESS CENTER	3/17/2020	4914 STEPHANIE OROSCO	LUSD -ZUMBA	400.00
<b>16650</b>					<b>84.82</b>
	101 - GENERAL FUND	3/20/2020	4259 AAA TRUCK SERVICE I	BULB TRUCK #77	84.82

<b>16651</b>					<b>21.12</b>
	101 - GENERAL FUND	3/20/2020	6362 AMERICAN BUSINESS M	BASE RATE	5.12
	101 - GENERAL FUND	3/20/2020	6362 AMERICAN BUSINESS M	TONER	8.00
	101 - GENERAL FUND	3/20/2020	6362 AMERICAN BUSINESS M	TONER 2	8.00
<b>16652</b>					<b>364.00</b>
	400 - WELLNESS CENTER	3/20/2020	5875 BMI	MUSIC LICENSE 2020	364.00
<b>16653</b>					<b>85.00</b>
	400 - WELLNESS CENTER	3/20/2020	5013 BUZZ KILL PEST CONT	2/28 WELLNESS	85.00
<b>16654</b>					<b>577.27</b>
	101 - GENERAL FUND	3/20/2020	76 CENTRAL VALLEY BUSI	REG WINDOW ENVELOPE	126.24
	101 - GENERAL FUND	3/20/2020	76 CENTRAL VALLEY BUSI	REG WINDOW ENVELOPE	180.83
	101 - GENERAL FUND	3/20/2020	76 CENTRAL VALLEY BUSI	WINDOW ENVELOPES	180.84
	101 - GENERAL FUND	3/20/2020	76 CENTRAL VALLEY BUSI	JUANA BUSINESS CARD	89.36
<b>16656</b>					<b>1,170.67</b>
	101 - GENERAL FUND	3/20/2020	5832 CINTAS CORPORATION	OPERATING SUPPLIES 11	12.27
	101 - GENERAL FUND	3/20/2020	5832 CINTAS CORPORATION	OPERATING SUPPLIES 11	12.27
	101 - GENERAL FUND	3/20/2020	5832 CINTAS CORPORATION	OPERATING SUPPLIES 11	12.27
	101 - GENERAL FUND	3/20/2020	5832 CINTAS CORPORATION	OPERATING SUPPLIES 11	12.27
	101 - GENERAL FUND	3/20/2020	5832 CINTAS CORPORATION	OPERATING SUPPLIES 11	12.27
	101 - GENERAL FUND	3/20/2020	5832 CINTAS CORPORATION	OPERATING SUPPLIES 11	12.27
	101 - GENERAL FUND	3/20/2020	5832 CINTAS CORPORATION	OPERATING SUPPLIES 11	25.90
	101 - GENERAL FUND	3/20/2020	5832 CINTAS CORPORATION	OPERATING SUPPLIES 11	25.90
	101 - GENERAL FUND	3/20/2020	5832 CINTAS CORPORATION	OPERATING SUPPLIES 17	25.90
	101 - GENERAL FUND	3/20/2020	5832 CINTAS CORPORATION	OPERATING SUPPLIES 17	35.67
	101 - GENERAL FUND	3/20/2020	5832 CINTAS CORPORATION	OPERATING SUPPLIES 17	35.67
	101 - GENERAL FUND	3/20/2020	5832 CINTAS CORPORATION	OPERATING SUPPLIES 17	37.43
	101 - GENERAL FUND	3/20/2020	5832 CINTAS CORPORATION	OPERATING SUPPLIES 17	37.43
	101 - GENERAL FUND	3/20/2020	5832 CINTAS CORPORATION	OPERATING SUPPLIES 17	37.43
	101 - GENERAL FUND	3/20/2020	5832 CINTAS CORPORATION	OPERATING SUPPLIES 17	43.69
	101 - GENERAL FUND	3/20/2020	5832 CINTAS CORPORATION	OPERATING SUPPLIES 17	43.69
	101 - GENERAL FUND	3/20/2020	5832 CINTAS CORPORATION	OPERATING SUPPLIES 17	43.69
	101 - GENERAL FUND	3/20/2020	5832 CINTAS CORPORATION	OPERATING SUPPLIES 17	12.27
	101 - GENERAL FUND	3/20/2020	5832 CINTAS CORPORATION	OPERATING SUPPLIES 17	12.27
	552 - WATER	3/20/2020	5832 CINTAS CORPORATION	OPERATING SUPPLIES	25.90
	552 - WATER	3/20/2020	5832 CINTAS CORPORATION	OPERATING SUPPLIES	35.67
	552 - WATER	3/20/2020	5832 CINTAS CORPORATION	OPERATING SUPPLIES 2	37.43
	552 - WATER	3/20/2020	5832 CINTAS CORPORATION	OPERATING SUPPLIES 2	43.69
	552 - WATER	3/20/2020	5832 CINTAS CORPORATION	OPERATING SUPPLIES 2	12.27
	552 - WATER	3/20/2020	5832 CINTAS CORPORATION	OPERATING SUPPLIES 2	12.27
	552 - WATER	3/20/2020	5832 CINTAS CORPORATION	OPERATING SUPPLIES 2	12.27
	552 - WATER	3/20/2020	5832 CINTAS CORPORATION	OPERATING SUPPLIES 2	12.27
	552 - WATER	3/20/2020	5832 CINTAS CORPORATION	OPERATING SUPPLIES 2	12.27
	552 - WATER	3/20/2020	5832 CINTAS CORPORATION	OPERATING SUPPLIES 2	12.27
	552 - WATER	3/20/2020	5832 CINTAS CORPORATION	OPERATING SUPPLIES 2	12.27
	553 - SEWER	3/20/2020	5832 CINTAS CORPORATION	OPERATING SUPPLIES	25.90
	553 - SEWER	3/20/2020	5832 CINTAS CORPORATION	OPERATING SUPPLIES 2	35.67
	553 - SEWER	3/20/2020	5832 CINTAS CORPORATION	OPERATING SUPPLIES 2	37.43
	553 - SEWER	3/20/2020	5832 CINTAS CORPORATION	OPERATING SUPPLIES 2	43.69
	553 - SEWER	3/20/2020	5832 CINTAS CORPORATION	OPERATING SUPPLIES 2	12.27
	554 - REFUSE	3/20/2020	5832 CINTAS CORPORATION	OPERATING SUPPLIES 2	12.27
	554 - REFUSE	3/20/2020	5832 CINTAS CORPORATION	OPERATING SUPPLIES 2	25.90
	554 - REFUSE	3/20/2020	5832 CINTAS CORPORATION	OPERATING SUPPLIES 2	35.67
	554 - REFUSE	3/20/2020	5832 CINTAS CORPORATION	OPERATING SUPPLIES 2	37.43
	554 - REFUSE	3/20/2020	5832 CINTAS CORPORATION	OPERATING SUPPLIES 2	43.69
	554 - REFUSE	3/20/2020	5832 CINTAS CORPORATION	OPERATING SUPPLIES 2	12.29
	554 - REFUSE	3/20/2020	5832 CINTAS CORPORATION	OPERATING SUPPLIES 2	12.29
	556 - VITA-PAKT	3/20/2020	5832 CINTAS CORPORATION	OPERATING SUPPLIES	25.90
	556 - VITA-PAKT	3/20/2020	5832 CINTAS CORPORATION	OPERATING SUPPLIES 2	35.69
	556 - VITA-PAKT	3/20/2020	5832 CINTAS CORPORATION	OPERATING SUPPLIES 2	37.46
	556 - VITA-PAKT	3/20/2020	5832 CINTAS CORPORATION	OPERATING SUPPLIES 2	43.66
<b>16657</b>					<b>3,019.83</b>
	883 - SIERRA VIEW ASSESSMENT	3/20/2020	6090 CLEAN CUT LANDSCAPE	SIERRAVIEW	1,129.00
	884 - HERITAGE ASSESSMENT DIST	3/20/2020	6090 CLEAN CUT LANDSCAPE		160.00
	884 - HERITAGE ASSESSMENT DIST	3/20/2020	6090 CLEAN CUT LANDSCAPE	HERITAGE	274.00
	886 - SAMOA	3/20/2020	6090 CLEAN CUT LANDSCAPE	HERMOSA	133.00
	887 - SWEETBRIER TOWNHOUSES	3/20/2020	6090 CLEAN CUT LANDSCAPE	SWEETBRIER	475.00
	888 - PARKSIDE	3/20/2020	6090 CLEAN CUT LANDSCAPE	PARKSIDE ESTATES	197.00
	889 - SIERRA VISTA ASSESSMENT	3/20/2020	6090 CLEAN CUT LANDSCAPE	SIERRA VISTA	83.33
	890 - MAPLE VALLEY ASSESSMENT	3/20/2020	6090 CLEAN CUT LANDSCAPE		14.50
	890 - MAPLE VALLEY ASSESSMENT	3/20/2020	6090 CLEAN CUT LANDSCAPE	MAPLE VALLEY	45.00
	891 - PELOUS RANCH	3/20/2020	6090 CLEAN CUT LANDSCAPE	PELOUS RANCH	509.00
<b>16658</b>					<b>45.00</b>
	101 - GENERAL FUND	3/20/2020	2319 COMPUTER SYSTEMS PL	CSP MANAGED ANTIVIR	45.00

<b>16659</b>					<b>434.25</b>
	552 - WATER	3/20/2020	102 CULLIGAN	18829 AVE 240	131.75
	552 - WATER	3/20/2020	102 CULLIGAN	18829 AVE 240	139.50
	552 - WATER	3/20/2020	102 CULLIGAN	23965 RD 188	23.25
	552 - WATER	3/20/2020	102 CULLIGAN	23965 RD 188	62.00
	552 - WATER	3/20/2020	102 CULLIGAN	23965 RD 188	62.00
	553 - SEWER	3/20/2020	102 CULLIGAN	23611 RD 196	15.75
<b>16660</b>					<b>6,705.60</b>
	552 - WATER	3/20/2020	388 DENNIS KELLER/JAMES	TOC	100.10
	552 - WATER	3/20/2020	388 DENNIS KELLER/JAMES	WATER TESTING	133.75
	552 - WATER	3/20/2020	388 DENNIS KELLER/JAMES	WATER TREATMENT	1,342.50
	552 - WATER	3/20/2020	388 DENNIS KELLER/JAMES	WELL NO 15	2,249.50
	552 - WATER	3/20/2020	388 DENNIS KELLER/JAMES	WELL 14 ENGI REPORT	2,483.00
	552 - WATER	3/20/2020	388 DENNIS KELLER/JAMES	WATER TREATMENT	396.75
<b>16661</b>					<b>250.00</b>
	400 - WELLNESS CENTER	3/20/2020	6366 DJ REY	DJ SERVICE -TRACK M	250.00
<b>16662</b>					<b>108.24</b>
	101 - GENERAL FUND	3/20/2020	6526 EDELMA GONZALEZ	ELDEMA BOOTS	108.24
<b>16663</b>					<b>450.00</b>
	400 - WELLNESS CENTER	3/20/2020	6519 F.I.T. TRIBE ACADEM	CAMERA SYSTEMM	450.00
<b>16665</b>					<b>6,362.58</b>
	101 - GENERAL FUND	3/20/2020	148 GOMEZ AUTO & SMOG	SMOG 1366732	105.92
	101 - GENERAL FUND	3/20/2020	148 GOMEZ AUTO & SMOG	SMOG LIC1366864	105.92
	101 - GENERAL FUND	3/20/2020	148 GOMEZ AUTO & SMOG	SMOG 1366732	109.18
	101 - GENERAL FUND	3/20/2020	148 GOMEZ AUTO & SMOG	2011 SMOG INSPECTIO	130.92
	101 - GENERAL FUND	3/20/2020	148 GOMEZ AUTO & SMOG	2011 SMOG INSPECTIO	196.42
	101 - GENERAL FUND	3/20/2020	148 GOMEZ AUTO & SMOG	1999 BACKHOE	196.44
	101 - GENERAL FUND	3/20/2020	148 GOMEZ AUTO & SMOG	1999 BACKHOE 2	196.44
	101 - GENERAL FUND	3/20/2020	148 GOMEZ AUTO & SMOG	1999 BACKHOE	238.00
	101 - GENERAL FUND	3/20/2020	148 GOMEZ AUTO & SMOG	1999 BACKHOE	264.99
	101 - GENERAL FUND	3/20/2020	148 GOMEZ AUTO & SMOG	1999 BACKHOE	278.99
	101 - GENERAL FUND	3/20/2020	148 GOMEZ AUTO & SMOG	1999 BACKHOE	285.35
	101 - GENERAL FUND	3/20/2020	148 GOMEZ AUTO & SMOG	1999 BACKHOE	350.13
	101 - GENERAL FUND	3/20/2020	148 GOMEZ AUTO & SMOG	1999 BACKHOE	535.00
	101 - GENERAL FUND	3/20/2020	148 GOMEZ AUTO & SMOG	1999 BACKHOE	629.33
	101 - GENERAL FUND	3/20/2020	148 GOMEZ AUTO & SMOG	MOWER REPAIR -BLADE	634.18
	101 - GENERAL FUND	3/20/2020	148 GOMEZ AUTO & SMOG	2000 HONDA-PRESURE	64.17
	101 - GENERAL FUND	3/20/2020	148 GOMEZ AUTO & SMOG	2000 HONDA-PRESURE	84.99
	101 - GENERAL FUND	3/20/2020	148 GOMEZ AUTO & SMOG	2000 HONDA-PRESURE	140.00
	101 - GENERAL FUND	3/20/2020	148 GOMEZ AUTO & SMOG	2000 HONDA-PRESURE	15.00
	101 - GENERAL FUND	3/20/2020	148 GOMEZ AUTO & SMOG	2000 HONDA-PRESURE	15.00
	552 - WATER	3/20/2020	148 GOMEZ AUTO & SMOG	OIL CHANGE 2015RAM	15.00
	552 - WATER	3/20/2020	148 GOMEZ AUTO & SMOG	2010-PUMP UTILITIES	180.00
	552 - WATER	3/20/2020	148 GOMEZ AUTO & SMOG	2010-PUMP UTILITIES	196.44
	553 - SEWER	3/20/2020	148 GOMEZ AUTO & SMOG	1999 BACKHOE	196.44
	553 - SEWER	3/20/2020	148 GOMEZ AUTO & SMOG	08 CUSHER-CART	267.18
	553 - SEWER	3/20/2020	148 GOMEZ AUTO & SMOG	08 CUSHER-CART	931.15
<b>16666</b>					<b>139.28</b>
	552 - WATER	3/20/2020	151 GRAINGER INC	FOOT VALVE 4 CANAL	139.28
<b>16667</b>					<b>638.13</b>
	261 - GAS TAX FUND	3/20/2020	185 INTERSTATE SALES	12V BATTERY FOR SIG	638.13
<b>16668</b>					<b>433.91</b>
	101 - GENERAL FUND	3/20/2020	2471 L.N. CURTIS & SONS	1 STRUCTURAL BOOTS	433.91
<b>16669</b>					<b>227.26</b>
	101 - GENERAL FUND	3/20/2020	2471 L.N. CURTIS & SONS	1 STRUCTURAL BOOTS	(160.00)
	101 - GENERAL FUND	3/20/2020	2471 L.N. CURTIS & SONS	1 STRUCTURAL BOOTS	(216.00)
	101 - GENERAL FUND	3/20/2020	2471 L.N. CURTIS & SONS	1 STRUCTURAL BOOTS	(240.00)
	400 - WELLNESS CENTER	3/20/2020	5788 LINCOLN AQUATICS	POOL CHEMICALS	843.26
<b>16670</b>					<b>2,199.34</b>
	101 - GENERAL FUND	3/20/2020	4067 LINCOLN NAT'L INSUR	APRIL DENTAL PLAN	2,199.34
<b>16671</b>					<b>1,420.79</b>
	101 - GENERAL FUND	3/20/2020	4067 LINCOLN NAT'L INSUR	APRIL DENTAL PLAN	17.00
	101 - GENERAL FUND	3/20/2020	4067 LINCOLN NAT'L INSUR	APRIL DENTAL PLAN	18.79
	101 - GENERAL FUND	3/20/2020	4067 LINCOLN NAT'L INSUR	APRIL DENTAL PLAN	22.37
	101 - GENERAL FUND	3/20/2020	4067 LINCOLN NAT'L INSUR	APRIL DENTAL PLAN	41.37
	101 - GENERAL FUND	3/20/2020	1422 LINDSAY TRUE VALUE	C.S 1/31/2020	522.33
	101 - GENERAL FUND	3/20/2020	1422 LINDSAY TRUE VALUE	PD	56.88
	101 - GENERAL FUND	3/20/2020	1422 LINDSAY TRUE VALUE	C.S 1/31/2020	73.87
	101 - GENERAL FUND	3/20/2020	1422 LINDSAY TRUE VALUE	C.S 1/31/2020	77.13



101 - GENERAL FUND	3/20/2020	1422 LINDSAY TRUE VALUE	C.S 1/31/2020	95.19
261 - GAS TAX FUND	3/20/2020	1422 LINDSAY TRUE VALUE	C.S 1/31/2020	51.96
400 - WELLNESS CENTER	3/20/2020	1422 LINDSAY TRUE VALUE	WELLNESS	62.86
552 - WATER	3/20/2020	1422 LINDSAY TRUE VALUE	C.S 1/31/2020	166.49
553 - SEWER	3/20/2020	1422 LINDSAY TRUE VALUE	C.S 1/31/2020	214.55
<b>16672</b>				<b>50.03</b>
101 - GENERAL FUND	3/20/2020	234 MARTIN'S TIRE & AUT	LP1405529 AIRFILTER	50.03
<b>16673</b>				<b>1,652.50</b>
552 - WATER	3/20/2020	6498 PACWEST DIRECT	3/6 UB PRINTING	550.84
553 - SEWER	3/20/2020	6498 PACWEST DIRECT	3/6 UB PRINTING	550.84
554 - REFUSE	3/20/2020	6498 PACWEST DIRECT	3/6 UB PRINTING	550.82
<b>16674</b>				<b>433.59</b>
101 - GENERAL FUND	3/20/2020	276 PORTERVILLE RECORDE	PUBLIC NOTICE #582	166.99
101 - GENERAL FUND	3/20/2020	276 PORTERVILLE RECORDE	JOSEPH BUSINESS CAR	74.38
101 - GENERAL FUND	3/20/2020	276 PORTERVILLE RECORDE	JOSEPH BUSINESS CAR	94.71
101 - GENERAL FUND	3/20/2020	276 PORTERVILLE RECORDE	JOSEPH BUSINESS CAR	97.51
<b>16675</b>				<b>420.67</b>
101 - GENERAL FUND	3/20/2020	285 QUILL CORPORATION	FINANCE OFFICE SUPP	163.07
101 - GENERAL FUND	3/20/2020	285 QUILL CORPORATION	FINANCE OFFICE SUPP	234.65
400 - WELLNESS CENTER	3/20/2020	285 QUILL CORPORATION	TIDE	22.95
<b>16676</b>				<b>151.84</b>
101 - GENERAL FUND	3/20/2020	5314 SHRED-IT USA LLC	SHRED IT SERVICE	151.84
<b>16677</b>				<b>34,647.39</b>
101 - GENERAL FUND	3/20/2020	5314 SHRED-IT USA LLC	SHRED IT SERVICE	11.10
101 - GENERAL FUND	3/20/2020	310 SOUTHERN CA. EDISON	2-00-424-8134	46.85
101 - GENERAL FUND	3/20/2020	310 SOUTHERN CA. EDISON	2-00-424-8134	642.16
101 - GENERAL FUND	3/20/2020	310 SOUTHERN CA. EDISON	2-00-424-8134	863.13
101 - GENERAL FUND	3/20/2020	310 SOUTHERN CA. EDISON	2-00-424-8134	987.11
261 - GAS TAX FUND	3/20/2020	310 SOUTHERN CA. EDISON	2-00-424-8134	13,196.40
552 - WATER	3/20/2020	310 SOUTHERN CA. EDISON	2-00-424-8134	8,390.18
552 - WATER	3/20/2020	310 SOUTHERN CA. EDISON	2-00-424-8134	274.95
552 - WATER	3/20/2020	310 SOUTHERN CA. EDISON	2-00-424-8134	3,693.68
553 - SEWER	3/20/2020	310 SOUTHERN CA. EDISON	3-001-1837-87	5,671.10
556 - VITA-PAKT	3/20/2020	310 SOUTHERN CA. EDISON	2-00-424-8134	263.12
883 - SIERRA VIEW ASSESSMENT	3/20/2020	310 SOUTHERN CA. EDISON	2-00-424-8134	249.59
884 - HERITAGE ASSESSMENT DIST	3/20/2020	310 SOUTHERN CA. EDISON	2-00-424-8134	11.10
886 - SAMOA	3/20/2020	310 SOUTHERN CA. EDISON	2-00-424-8134	26.02
887 - SWEETBRIER TOWNHOUSES	3/20/2020	310 SOUTHERN CA. EDISON	2-00-424-8134	73.95
888 - PARKSIDE	3/20/2020	310 SOUTHERN CA. EDISON	2-00-424-8134	11.10
889 - SIERRA VISTA ASSESSMENT	3/20/2020	310 SOUTHERN CA. EDISON	2-00-424-8134	113.38
890 - MAPLE VALLEY ASSESSMENT	3/20/2020	310 SOUTHERN CA. EDISON	2-00-424-8134	122.47
<b>16678</b>				<b>225.24</b>
400 - WELLNESS CENTER	3/20/2020	6500 SPECTRUM BUSINESS	1.08479E+11	225.24
<b>16679</b>				<b>3,538.86</b>
101 - GENERAL FUND	3/20/2020	6146 SUPERION, LLC	4/1/2020-4/30/2020	884.72
552 - WATER	3/20/2020	6146 SUPERION, LLC	4/1/2020-4/30/2020	884.72
553 - SEWER	3/20/2020	6146 SUPERION, LLC	4/1/2020-4/30/2020	884.72
554 - REFUSE	3/20/2020	6146 SUPERION, LLC	4/1/2020-4/30/2020	884.70
<b>16680</b>				<b>5,578.65</b>
101 - GENERAL FUND	3/20/2020	144 THE GAS COMPANY	031-415-9000	213.96
101 - GENERAL FUND	3/20/2020	144 THE GAS COMPANY	163-715-8900	397.80
101 - GENERAL FUND	3/20/2020	144 THE GAS COMPANY	163-715-8900	517.75
400 - WELLNESS CENTER	3/20/2020	144 THE GAS COMPANY	098-628-2905	4,449.14
<b>16681</b>				<b>35.00</b>
101 - GENERAL FUND	3/20/2020	6413 TRANS UNION LLC	BASIC SERVICE CHARG	35.00
<b>16682</b>				<b>250.00</b>
400 - WELLNESS CENTER	3/20/2020	1664 TU CO ENVIRONMENTAL	POOL PERMIT	250.00
<b>16683</b>				<b>36.00</b>
101 - GENERAL FUND	3/20/2020	2623 TULARE COUNTY RECOR	MERGER 20-06	36.00
<b>16684</b>				<b>617.92</b>
101 - GENERAL FUND	3/20/2020	5747 UNITED STAFFING	NICK 2/17-2/23/2020	154.48
101 - GENERAL FUND	3/20/2020	5747 UNITED STAFFING	NICK 2/17-2/23/2020 1	154.48
101 - GENERAL FUND	3/20/2020	5747 UNITED STAFFING	NICK 2/17-2/23/2020 2	154.48
552 - WATER	3/20/2020	5747 UNITED STAFFING	NICK 2/17-2/23/2020	154.48
<b>16685</b>				<b>4,934.86</b>
552 - WATER	3/20/2020	2960 UNITED STATES BUREA	5-07-20 W428L	4,934.86
<b>16686</b>				<b>351.95</b>
101 - GENERAL FUND	3/20/2020	356 USA BLUEBOOK	MINI LED LIGHTHEADS	247.62
552 - WATER	3/20/2020	356 USA BLUEBOOK	MINI LIGHTHEADS	104.33

<b>16687</b>	552 - WATER	3/20/2020	356 USA BLUEBOOK	MINI LIGHTHEADS	<b>1,788.02</b>
	261 - GAS TAX FUND	3/20/2020	382 ZUMAR INDUSTRIES IN	15 STOP 080	844.96
<b>SRV022</b>					<b>21,251.99</b>
	261 - GAS TAX FUND	3/20/2020	382 ZUMAR INDUSTRIES IN	25 STOP FACE SIGN	2,468.71
	261 - GAS TAX FUND	3/20/2020	382 ZUMAR INDUSTRIES IN	25 STOP FACE SIGN	3,492.75
	101 - GENERAL FUND	3/19/2020	457 PUBLIC EMPLOYEES RE	CTPD 0209-0222 433	4,181.39
	101 - GENERAL FUND	3/19/2020	457 PUBLIC EMPLOYEES RE	MBPD 0209-0222 434	580.73
	101 - GENERAL FUND	3/19/2020	457 PUBLIC EMPLOYEES RE	MBPD 0209-0222 434	630.77
	101 - GENERAL FUND	3/19/2020	457 PUBLIC EMPLOYEES RE	MBPD 0209-0222 434	7,939.38
	101 - GENERAL FUND	3/19/2020	457 PUBLIC EMPLOYEES RE	MBPD 0209-0222 2633	962.38
	101 - GENERAL FUND	3/19/2020	457 PUBLIC EMPLOYEES RE	MBPD 0209-0222 2535	995.88
<b>SRV032</b>					<b>21,597.44</b>
	101 - GENERAL FUND	3/19/2020	457 PUBLIC EMPLOYEES RE	MBPD 0209-0222 2535	1,122.51
	101 - GENERAL FUND	3/19/2020	457 PUBLIC EMPLOYEES RE	MBPD 0209-0222 2535	1,161.59
	101 - GENERAL FUND	3/19/2020	457 PUBLIC EMPLOYEES RE	MBPD 0209-0222 2535	2,464.59
	101 - GENERAL FUND	3/19/2020	457 PUBLIC EMPLOYEES RE	MBPD 0209-0222 2535	3,498.99
	101 - GENERAL FUND	3/20/2020	457 PUBLIC EMPLOYEES RE	CTPD 0223-0307 433	4,174.60
	101 - GENERAL FUND	3/20/2020	457 PUBLIC EMPLOYEES RE	MBPD 0223-0307 2535	580.73
	101 - GENERAL FUND	3/20/2020	457 PUBLIC EMPLOYEES RE	MBPD 0223-0307 2535	630.77
	101 - GENERAL FUND	3/20/2020	457 PUBLIC EMPLOYEES RE	MBPD 0223-0307 2535	7,963.66
<b>UL0229</b>					<b>45,996.25</b>
	101 - GENERAL FUND	3/20/2020	457 PUBLIC EMPLOYEES RE	FEB 2020 UL	1,175.06
	101 - GENERAL FUND	3/20/2020	457 PUBLIC EMPLOYEES RE	FEB 2020 UL	1,406.00
	101 - GENERAL FUND	3/20/2020	457 PUBLIC EMPLOYEES RE	FEB 2020 UL	19,602.14
	101 - GENERAL FUND	3/20/2020	457 PUBLIC EMPLOYEES RE	FEB 2020 UL	3,178.00
	101 - GENERAL FUND	3/20/2020	457 PUBLIC EMPLOYEES RE	FEB 2020 UL	418.45
	101 - GENERAL FUND	3/20/2020	457 PUBLIC EMPLOYEES RE	FEB 2020 UL	6,587.00
	101 - GENERAL FUND	3/20/2020	457 PUBLIC EMPLOYEES RE	FEB 2020 UL	988.00
	261 - GAS TAX FUND	3/20/2020	457 PUBLIC EMPLOYEES RE	FEB 2020 UL	1,010.69
	263 - TRANSPORTATION	3/20/2020	457 PUBLIC EMPLOYEES RE	FEB 2020 UL	321.11
	400 - WELLNESS CENTER	3/20/2020	457 PUBLIC EMPLOYEES RE	FEB 2020 UL	2,471.81
	552 - WATER	3/20/2020	457 PUBLIC EMPLOYEES RE	FEB 2020 UL	5,758.38
	553 - SEWER	3/20/2020	457 PUBLIC EMPLOYEES RE	FEB 2020 UL	1,115.44
	554 - REFUSE	3/20/2020	457 PUBLIC EMPLOYEES RE	FEB 2020 UL	1,573.68
	660 - RDA OBLIGATION RETIREMENT	3/20/2020	457 PUBLIC EMPLOYEES RE	ADDTL FEB 2020 UL	0.49
	660 - RDA OBLIGATION RETIREMENT	3/20/2020	457 PUBLIC EMPLOYEES RE	ADDTL FEB 2020 UL	390.00





**Monthly Treasurer's Report**  
**March 31, 2020**  
**Cash Balances Classified by Depository**

**CASH RESOURCES**

LOCATION	GL ACCOUNT #	TYPE		BALANCE
Cash Register Funds (City Hall & Wellness)	100-102	RES	BEGINNING CASH	\$800
Bank of the Sierra- Depository Account	100-114	GEN	ALL FUNDS	\$883,775
Bank of the Sierra - AP/Operating	100-100	GEN	ALL FUNDS	\$282,791
Bank of the Sierra - Payroll	100-106	GEN	ALL FUNDS	\$783,552
Bank of the Sierra - Wellness Center	100-500	GEN	ALL FUNDS	\$72,703
Bank of the Sierra - Impound Account	100-120	RES	TRUST ACCT	\$32,054
Bank of the Sierra - HOME & CALHOME	100-119	RES	HCD CASH	\$360,496
Bank of the Sierra - CDBG	100-118	RES	HCD CASH	\$287,408
LAIF Savings: City & Successor Agency	100-103	INV-RES		\$3,762,604
<b>TOTAL</b>				<b>\$6,466,183</b>

**CASH EXPENDED**

ACCOUNTS PAYABLE & PAYROLL	AMOUNT	DEBT SERVICE	TYPE	AMOUNT
Accounts Payable	\$533,496			
Payroll (March 13th Payday)	\$198,930			
Payroll (March 27th Payday)	\$192,255			
<b>TOTAL</b>	<b>\$ 924,681</b>	<b>TOTAL</b>		<b>\$ -</b>

**INVESTMENTS**

**INVESTMENT POLICY COMPLIANCE**

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

<b>INVESTED FUNDS</b>	<b>\$3,762,604</b>
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Respectfully submitted,

*Juana Espinoza*

Finance and Accounting Manager  
 City of Lindsay

**ABBREVIATIONS**

GEN: GENERAL UNRESTRICTED  
 RES: RESTRICTED ACTIVITY  
 INV: INVESTMENT

# STAFF REPORT



TO: LINDSAY CITY COUNCIL  
DATE: April 14, 2020  
AGENDA #: 4.4  
FROM: Michael Camarena, Director of City Services & Planning

## Disinfection By Product (DBP) Notification Update

**ACTION** No Action Requested, this is an information item only

**PURPOSE**

- Statutory/Contractual Requirement
- Council Vision/Priority
- Discretionary Action
- Plan Implementation

**OBJECTIVE(S)**

- Live in a safe, clean, comfortable and healthy environment.
- Increase our keen sense of identity in a 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 self-reliant city government that provides effective, basic services.

## RECOMMENDATION

None requested, this item is presented as information only.

## BACKGROUND | ANALYSIS

The quarterly notification for Disinfection By Products (DBP) is a requirement of the State of California Water Resources Control Board (DWR). This is the first quarter notification for 2020 and as long as our system exceeds the maximum contaminant level (MCL) for DBP, quarterly notification will be required by DHS. The first notification was released January 2017 (for fourth quarter of 2016).

The template for this letter was provided by the DHS. It is their approved language; we update this notice with our sample result values, in a running annual average.

While the system exceeds the MCL for DBP, the notice states that this is not an emergency and that an alternate source of water is not needed. It also points out that persons with specific health concerns consult their doctor.

Disinfection byproducts are chemical, organic and inorganic substances that can form during a reaction of a disinfectant with naturally present organic matter in the water. Byproducts that are regulated are Total Trihalomethane (TTHM) and five Haloacetic acids (HAA5). The DBP's are a result of our primary chlorine disinfection process of surface water.

Staff continues to work with Provost & Pritchard to complete a detailed technical study to analyze best options to resolve this DBP issue. The study must be completed by July 2020 and was funded by Tulare-Kern Integrated Regional Water Management, Disadvantaged Community Funding Committee (Tulare

## STAFF REPORT



TO: LINDSAY CITY COUNCIL  
DATE: April 14, 2020  
AGENDA #: 4.4  
FROM: Michael Camarena, Director of City Services & Planning

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County is the funding administrator). The funding amount is \$70,500. The report is expected to serve as basis for future construction funding as well.

With the effects COVID-19 to public and private agencies and the rescheduling of the March Council meeting, this item is being presented after the April 10 submittal to State Water Resources Control Board. Public mailings were distributed April 6 with most water accounts receiving the notice before the April 10 deadline.

### ALTERNATIVES

- None proposed

### BENEFIT TO OR IMPACT ON CITY RESOURCES

Staff continues to work with P&P to develop options that will be identified in the completed study.

### ENVIRONMENTAL REVIEW

- Not required by CEQA at this time  
 If required by CEQA:

### POLICY ISSUES

- No policy issues at this time  
 Policy issues:

### PUBLIC OUTREACH

- Posted in this agenda  
 Additional public outreach: Public notices mailed directly to all water accounts

### ATTACHMENTS

- DBP Public Notification

## IMPORTANT INFORMATION ABOUT YOUR DRINKING WATER

Este informe contiene información muy importante sobre su agua potable.

Tradúzcalo o hable con alguien que lo entienda bien.

Si tiene alguna pregunta por favor llame al 559-562-7102 opción 4

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### City of Lindsay has levels of Disinfection Byproducts Above Drinking Water Standards

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Our water system recently failed a drinking water standard. Although this is not an emergency, as our customers, you have a right to know what you should do, what happened and what we are doing to correct this situation.

We routinely monitor for the presence of drinking water contaminants. Test results continue show that our system exceeds the standard or maximum contaminant level (MCL), for Total Trihalomethane (TTHM) and/or 5 Haloacetic Acids (HAA5). The MCL standard for THM is 0.080 ug/L and for HAA5 is 0.060 ug/L. The running average level of TTHM and HAA5 over the last year at each site is listed below;

Site	TTHM	HAA5	Site	TTHM	HAA5	Site	TTHM	HAA5
S1	.092	.015	S2	.078	.073	S3	.087	.053
S4	.084	.061	S5	.025	.028	S6	.037	.019
S7	.021	.022	S8	.026	.027	S9	.086	.053

#### What should I do?

**You do not need to use an alternative (e.g., bottled) water supply.** This is not an immediate risk. If it had been, you would have been notified immediately.

*Some people who drink water containing TTHM's in excess of the MCL over many years may experience liver, kidney, or central nervous system problems, and may have an increased risk of getting cancer.*

*Some people who drink water containing HAA5's in excess of the MCL over many years may have an increased risk of getting cancer.*

If you have other health issues concerning the consumption of this water, you may wish to consult your doctor.

#### What happened? What was done?

Disinfection byproducts (TTHM and HAA5) are chemical, organic and inorganic substances that can form during a reaction of a disinfectant with naturally present organic matter in a water supply. TTHM and HAA5 samples are collected each quarter and a running annual average (RAA) is calculated for compliance.

The City has identified preliminary costs of renovating our primary disinfection process and until the project is funded and completed, will closely monitor operations to strive to lower TTHM and HAA5 levels. We will continue to sample and test TTHM and HAA5 at locations throughout the City and provide public notification as required.

We anticipate resolution of the problem within 17 months. If testing results show a reduction in TTHM and HAA5 levels, this will be identified in the next quarterly water system update. For more information, please contact Mike Camarena at 559-562-7102, ext.4 or at the following mailing address: P.O. Box 369, Lindsay, CA. 93247.

*Please share this information with all the other people who drink this water, especially those who may not have received this notice directly (for example, people in apartments, nursing homes, schools, and businesses). You can do this by posting this notice in a public place or distributing copies by hand or mail.*

#### Secondary Notification Requirements

Upon receipt of notification from a person operating a public water system, the following notification must be given within 10 days [Health and Safety Code Section 116450(g)]:

- SCHOOLS: Must notify school employees, students, and parents (if the students are minors).
- RESIDENTIAL RENTAL PROPERTY OWNERS OR MANAGERS (including nursing homes and care facilities): Must notify tenants.
- BUSINESS PROPERTY OWNERS, MANAGERS, OR OPERATORS: Must notify employees of businesses located on the property.

This notice is being sent to you by the City of Lindsay.

# STAFF REPORT



TO: LINDSAY CITY COUNCIL  
DATE: April 14, 2020  
AGENDA #: 4.5  
FROM: KIRA NOGUERA, CONTRACT CITY PLANNER

## Temporary Use Permit 20-05, Shaved Ice Stand

**ACTION** Approval of Temporary Use Permit 20-05 Shaved Ice Stand (Faustino Mendoza)

**PURPOSE**

- Statutory/Contractual Requirement
- Council Vision/Priority
- Discretionary Action
- Plan Implementation

**OBJECTIVE(S)**

- Live in a safe, clean, comfortable and healthy environment.
- Increase our keen sense of identity in a 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 self-reliant city government that provides effective, basic services.

## RECOMMENDATION

After eight consecutive years of permitting this seasonal temporary use with no issues, staff recommends that the City Council grant Minute Order Approval of Temporary Use Permit No. 20-05, based on the findings and subject to these conditions.

- The shaved ice stand would be located consistent with the proposed site plan.
- The shaved ice stand would not obstruct clear driveway accesses.
- All necessary licenses and permits would be secured prior to operation.
- Restroom and clean water access will be provided to employees.
- The use would be limited to the hours between 11:00 AM and 9:00 PM for operation.
- The temporary use permit would be effective upon April 15, 2020 – October 12, 2020.
- The preparation and sale of any food on site would be certified by the Tulare County Health Department. Food would not be sold without said certificate.
- The site and surrounding area would be maintained in a clean and neat condition, free of all trash, weeds and debris. Upon conclusion of the temporary use, the site would be returned to its original condition.
- The applicant would comply with all applicable city codes and ordinances.

# STAFF REPORT



TO: LINDSAY CITY COUNCIL  
DATE: April 14, 2020  
AGENDA #: 4.5  
FROM: KIRA NOGUERA, CONTRACT CITY PLANNER

- Letter of permission from property owner to operate on premises has been provided to Staff.

## BACKGROUND | ANALYSIS

Temporary Use Permit 20-05 is a request by Faustino Mendoza to operate a shaved ice stand behind Jess Auto at 460 W Hermosa St. The project site is surrounded by commercial uses.

The duration of the temporary use would be from April 15, 2020 – October 12, 2020. Hours of operation would be between 11:00 am and 9:00 pm, daily.

Access: The project site provides safe access via Ashland Avenue. Staff believes that this access meets the required criteria for a temporary use permit.

Parking: Staff believes there is adequate street parking available for this temporary use.

Hours of Operation: Reasonable hours of operation are proposed for this type of use: 11:00 am to 9:00 pm, daily.

Duration of Permit: Council may approve this temporary use permit request for a time period not exceeding a cumulative total of 6 months. The applicant is allowed up to six months (April 15, 2020, – October 12, 2020).

Food Safety: The preparation and sale of food would be certified by the Tulare County Health Department, which would also be verified by the City Fire Department.

Site Cleanup: The applicant would be required to maintain the site and surrounding area in a clean and neat condition, free of all trash and debris. Upon the conclusion of operation, the site would be returned to its original condition.

Restroom Facilities: Restroom access for employees is arranged with the adjacent restaurant per written agreement between the applicant and restaurant owner. A copy of this agreement is included in the project file.

## ALTERNATIVES

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

## BENEFIT TO OR IMPACT ON CITY RESOURCES

Staff does not anticipate any benefits or impacts on City Resources

## No impacts are anticipated ENVIRONMENTAL REVIEW

- Not required by CEQA  
 If required by CEQA:

# STAFF REPORT



TO: LINDSAY CITY COUNCIL  
DATE: April 14, 2020  
AGENDA #: 4.5  
FROM: KIRA NOGUERA, CONTRACT CITY PLANNER

California Environmental Quality Act (CEQA) Article 19 §15304.e identifies the minor temporary use of land having negligible or no permanent effects on the environment as Categorical Exempt. A draft Notice of Exemption has been prepared and is available for public review.

## POLICY ISSUES

No policy issues

Policy issues:

The proposed use is permitted, subject to approval of a temporary use permit by the City Council. Requirements for temporary use permits are listed in Zoning Ordinance Section 18.17.180:

### SECTION 18.17.180 TEMPORARY USE PERMITS

Temporary use permits may be approved by the City Council. Temporary uses are defined as non-permanent, special promotional or seasonal land uses which are similar in nature and intensity to land uses in the underlying zone. The city council may approve temporary use permits, subject to the following findings and guidelines:

- A. Temporary use permits shall be for a fixed period of time, not to exceed thirty calendar days per year for each outdoor temporary use, and six months for all other uses or structures.
- B. Adequate and safe ingress and egress shall be provided to the project site. Directional signing, barricades, fences, and landscaping may be required as a condition of permit approval. Private security personnel may also be required for promotional events.
- C. Adequate parking facilities shall be provided for each temporary use.
- D. The proposed temporary use will not adversely impact traffic circulation or result in traffic congestion in the project area.
- E. Upon termination of a temporary use, or abandonment of the site, the applicant shall remove materials and equipment, and restore the premises to its original condition.
- F. Reasonable time limits for hours of operation may be set by the city council as a condition of permit approval.
- G. Applicants for temporary use permits shall secure all other applicable licenses and permits prior to issuance of a temporary use permit.
- H. Signing for temporary uses shall be subject to the approval of the community development department.
- I. The city council may deny an application for a temporary use permit if conditions exist which would be injurious or detrimental to existing improvements, land uses, or surrounding areas.

Site Cleanup: The applicant would be required to maintain the site and surrounding area in a clean and neat condition, free of all trash and debris. Upon the conclusion of operations, the site would be returned to its original condition.

## STAFF REPORT



TO: LINDSAY CITY COUNCIL  
DATE: April 14, 2020  
AGENDA #: 4.5  
FROM: KIRA NOGUERA, CONTRACT CITY PLANNER

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Restroom Facilities: Restroom access for employees is located within the existing structure at the site.

### *PUBLIC OUTREACH*

- Posted in this agenda  
 Additional public outreach:

### *ATTACHMENTS*

- Aerial of proposed layout



# STAFF REPORT



TO: LINDSAY CITY COUNCIL  
DATE: April 14, 2020  
AGENDA #: 4.5  
FROM: KIRA NOGUERA, CONTRACT CITY PLANNER





## STAFF REPORT

AGENCY: LINDSAY CITY COUNCIL  
DATE: April 14, 2020  
AGENDA #: 4.6  
STAFF: Joseph M. Tanner, City Manager, jtanner@lindsay.ca.us

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TITLE	<b>Fiscal Year 2019-2020 Independent Auditor Engagement</b>
ACTION	Approve Via Consent
PURPOSE	Inform Council and stakeholders of intent to engage Badawi & Associates to perform audit services for the fiscal year ended 6.30.2020.

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### *RECOMMENDATION*

Staff respectfully recommends the City Council approve exercising the extension clause to formally engage Badawi & Associates to perform independent audit services for the fiscal year ended 6.30.2020 as outlined in the attached Letters of Engagement.

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### *BACKGROUND | ANALYSIS*

The City is required, by law, to engage a qualified independent audit firm to examine the City's financial documents annually and assess controls and fiscal health. The City is required, by law, to prepare year-end financial statement reports to the State Controller's Office. The City is exempt from OBM-133 Single Audit Requirements. This firm has performed these services for FY17, FY18, and FY19; the FY20 fee will remain the same as the previous years.

### *IMPACT*

This item is routine and only included herein as a matter of information and transparency.

### *ATTACHMENTS*

- Basic FS Engagement Letter
  - GANN AUP Engagement Letter
  - SCO Compilation Engagement Letter
-

April 6, 2020

To the Honorable Mayor and Members of the City Council  
of the City of Lindsay  
c/o Juana Espinoza, Finance and Accounting Manager  
251 East Honolulu Street  
Lindsay, CA

We are pleased to confirm our understanding of the services we are to provide the City of Lindsay (City) for the year ended June 30, 2020. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City as of and for the year ended June 30, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedule - General Fund and Major Special Revenue Funds
- 3) Pension Information required by GASB Statement No. 68
- 4) Other Post Employment Benefit Information required by GASB Statement No. 75

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a separate written report accompanying our auditor's report on the financial statements or in a report combined with our auditor's report on the financial statements:

- 1) Combining Statements of Non-Major Funds
- 2) Budgetary Comparison Schedules - Other Major Governmental Funds
- 3) Budgetary Comparison Schedules - Non-Major Governmental Funds

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) Introductory Sections
- 2) Statistical Sections

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the Mayor and the members of the City Council. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

### **Audit Procedures – General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management

or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### **Audit Procedures – Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

#### **Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Lindsay's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.



### **Other Services**

We will also assist in preparing the financial statements and related notes of the City in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Management Responsibilities**

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the

audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Communication with Those Charged with Governance**

As part of our engagement, we are responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process as well as other matters we believe should be communicated to those charged with governance. Generally accepted auditing standards do not require the auditor to design procedures for the purpose of identifying other matters to communicate with those charged with governance. Such matters include, but are not limited to, (1) the initial selection of and changes in significant accounting policies and their application; (2) the process used by management in formulating particularly sensitive accounting estimates and the basis for our conclusions regarding the reasonableness of those estimates; (3) all passed audit adjustments; (4) any disagreements with management, whether or not satisfactorily resolved, about matters that individually or in the aggregate could be significant to the financial statements or our report; (5) our views about matters that were the subject of management's consultation with other accountants about auditing and accounting matters; (6) major issues that were discussed with management in connection with the retention of our services, including, among other matters, any discussions regarding the application of accounting principles and auditing standards; (7) serious difficulties that we encountered in dealing with management related to the performance of the audit; and (8) matters relating to our independence as your auditors.

### **Reproduction of Auditor's Report**

If you intend to publish or otherwise reproduce the financial statements and make reference to our Firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed. In addition, to avoid unnecessary delay or misunderstanding, it is important that you give us timely notice of your intention to issue any such document.

### **Assistance By Your Personnel**

We will ask that your personnel, to the extent possible, prepare required schedules and analyses, and make selected invoices and other required documents available to our staff. This assistance by your personnel will serve to facilitate the progress of our work and minimize our time requirements.

### **Independence**

Professional standards require that a firm and its members maintain independence throughout the duration of the professional relationship with a client. In order to preserve the integrity of our relationship, no offer of employment shall be discussed with any Badawi and Associates professionals assigned to the audit, during the one year period prior to the commencement of the year-end audit. Should such an offer of employment be made, or employment commences during the indicated time period, we will consider this an indication that our independence has been compromised. As such, we may be required to recall our auditors' report due to our lack of independence. In the event additional work is required to satisfy independence requirements, such work will be billed at our standard hourly rates.

### **Engagement Administration, Fees, and Other**

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Badawi and Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings,



or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Badawi and Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

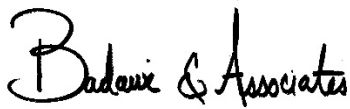
The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a cognizant agency, oversight agency for audit, or pass-through entity. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in approximately August 2020 and to issue our reports no later than December 31, 2020. Ahmed Badawi is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fees for these services are what we agreed on in the audit proposal. We will submit our bill for services on a progress basis, and billings are due upon submission. In accordance with our firm policies, work may be suspended if fees are not paid in a timely manner. If the account is not paid in full when due, you agree to pay all expenses of collection, including legal fees. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Badawi and Associates  
Certified Public Accountants  
Berkeley, California

RESPONSE:

This letter correctly sets forth the understanding of the City.

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

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

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

April 6, 2020

To the Honorable Mayor and Members of the City Council  
of the City of Lindsay  
c/o Juana Espinoza, Finance and Accounting Manager  
251 East Honolulu Street  
Lindsay, CA

We are pleased to confirm our understanding of the nature and limitations of the services we are to provide for the City of Lindsay (City).

We will apply the agreed-upon procedures which the League of California Cities (collectively referred to as "the Specified Parties") have specified, listed in the schedule below, to the Appropriations Limit Schedule of the City for the year ending June 30, 2021. This engagement is solely to assist the City in determining whether the City's Appropriation Limit was calculated correctly in accordance with specified laws and regulations. Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described in the attached schedule either for the purpose for which this report has been requested or for any other purpose. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report, or will not issue a report as a result of this engagement.

Because the agreed-upon procedures listed in the schedule below do not constitute an examination, we will not express an opinion on Appropriations Limit Schedule for the fiscal year ending June 30, 2021. In addition, we have no obligation to perform any procedures beyond those listed in the schedule below.

We will submit a report listing the procedures performed and our findings. This report is intended solely for the use of the specified parties, and should not be used by anyone other than these specified parties. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

You are responsible for the presentation of the Appropriations Limit Schedule for the year ending June 30, 2021 in accordance with the Article XIII-B of the California Constitution; and for selecting the criteria and determining that such criteria are appropriate for your purposes.

List of agreed-upon procedures to be performed:

1. We will obtain the completed worksheets used by the City to calculate its appropriations limit for the fiscal year ending June 30, 2021, and determine that the limit and annual calculation factors are adopted by resolution of City Council. We also will determine that the population and inflation options are selected by a recorded vote of City Council.
2. For the Appropriations Limit Schedule, we will add the prior year's limit to the total adjustments, and agree the resulting amount to the current year's limit.
3. We will agree the current year information presented in the Appropriations Limit Schedule to corresponding information in worksheets used by the City.

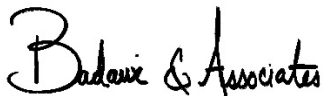
4. We will agree the prior year appropriations limit presented in the Appropriations Limit Schedule to the prior year appropriations limit adopted by the City Council during the prior year.

We expect to begin our engagement in approximately August 2020 and to issue our reports no later than December 31, 2020. Ahmed Badawi is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fees for these services were what we agreed on the audit proposal. We will submit our bill for services on a progress basis, and billings are due upon submission. In accordance with our firm policies, work may be suspended if fees are not paid in a timely manner. If the account is not paid in full when due, you agree to pay all expenses of collection, including legal fees. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. If the need for additional procedures arises, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we will require that they acknowledge in writing their responsibility for the sufficiency of procedures.

Very truly yours,



Badawi and Associates  
Certified Public Accountants  
Berkeley, California

RESPONSE:

This letter correctly sets forth the understanding of the City.

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

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

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

April 6, 2020

To the Honorable Mayor and Members of the City Council  
of the City of Lindsay  
c/o Juana Espinoza, Finance and Accounting Manager  
251 East Honolulu Street  
Lindsay, CA

You have requested that we prepare the financial statements of the City of Lindsay (City), as of June 30, 2020, and for the year then ended to be included in the prescribed forms developed by the State of California State Controller's Office (prescribed forms) and perform a compilation engagement with respect to those financial statements. We are pleased to confirm our acceptance and our understanding of this compilation engagement by means of this letter.

### **Our Responsibilities**

The objective of our engagement is to

- a. prepare financial statements in accordance with the prescribed forms' basis of accounting based on information provided by you and,
- b. apply accounting and financial reporting expertise to assist you in the presentation of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with the prescribed forms' basis of accounting.

We will conduct our compilation engagement in accordance with Statements on Standards for Accounting and Review Services (SSARs) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

## **Your Responsibilities**

The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare financial statements in accordance with the prescribed forms' basis of accounting and assist you in the presentation of the financial statements in the prescribed forms in accordance with the prescribed forms' basis of accounting. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARs:

- a. The preparation and fair presentation of financial statements in the prescribed forms in accordance with the prescribed forms' basis of accounting
- b. The inclusion of all informative disclosures that is appropriate for the prescribed form's basis of accounting.
- c. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements included in the prescribed forms
- d. The prevention and detection of fraud
- e. To ensure that the entity complies with the laws and regulations applicable to its activities
- f. To make all financial records and related information available to us
- g. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the compilation engagement

You are also responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, and experience to oversee our preparation of your financial statements included in the prescribed forms. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

## **Our Report**

As part of our engagement, we will issue a report that will state that we did not audit or review the financial statements and that, accordingly, we do not express an opinion, a conclusion, nor provide any assurance on them.

## **Other Relevant Information**

If, for any reason, we are unable to complete the compilation of your financial statements in the prescribed forms, we will not issue a report on such statements as a result of this engagement.

We will ask that your personnel, to the extent possible, prepare required schedules and analyses, and make selected invoices and other required documents available to our staff. This assistance by your personnel will serve to facilitate the progress of our work and minimize our time requirements.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The documentation for this engagement is the property of Badawi and Associates, CPAs and constitutes confidential information. However, subject to applicable laws and regulations, documentation and appropriate individuals will be made available upon request and in a timely manner to a Cognizant or Oversight Agency or its designee to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such documentation will be provided under the supervision of Badawi and Associates, CPAs personnel. Furthermore, upon request, we may provide copies of selected documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

Our fees for these services are included in the fee for the audit. We will submit our bill for services on a progress basis, and billings are due upon submission. In accordance with our firm policies, work may be suspended if fees are not paid in a timely manner. If the account is not paid in full when due, you agree to pay all expenses of collection, including legal fees. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

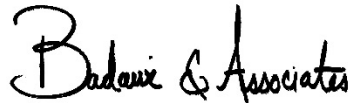
City of Lindsay

April 6, 2020

Page 4

Please sign and return the attached copy of this letter to indicate your acknowledgement of, and agreement with, the arrangements for our engagement to prepare the financial statements described herein and perform a compilation engagement with respect to those same financial statements and our respective responsibilities.

Sincerely yours,

A handwritten signature in black ink that reads "Badawi & Associates". The signature is written in a cursive, flowing style.

Badawi and Associates

Certified Public Accountants

Berkeley, California

Acknowledged:

This letter correctly sets forth the understanding of the City.

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

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

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

# STAFF REPORT



TO: LINDSAY CITY COUNCIL  
DATE: April 14, 2020  
AGENDA #: 5  
FROM: Mike Camarena, Director of City Services and Planning

## Public Hearing for Resolution 20-03, 120 East Hermosa, Sign Variance Request

**ACTION** Approval of Resolution 20-03, Allowing for a Variance to the sign regulations

**PURPOSE** Statutory/Contractual Requirement

Council Vision/Priority

Discretionary Action

Plan Implementation

**OBJECTIVE(S)** Live in a safe, clean, comfortable and healthy environment.

Increase our keen sense of identity in a 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 self-reliant city government that provides effective, basic services.

## RECOMMENDATION

Staff respectfully recommends approval of Resolution No. 20-03, to allow for a Variance from municipal code sign regulations.

## BACKGROUND | ANALYSIS

Variance No. 20-03 (APN: 205-264-018, 120 East Hermosa Street) is a request by Christina Hall of Image Point Signs for a variance to the sign regulations to accommodate the placement of a freestanding sign for property located at 120 East Hermosa Street, in the Central Commercial zoning district. The sign would be for the Dollar General store. Freestanding signs are not permitted in the Central Commercial zoning district unless it is for a shopping center, as stated in 18.14.180 of the Zoning Code.

The proposed sign, including the steel tube it stands on is 20 feet in height and 10.5 feet in width. The dimensions of the sign face are 5.5 feet by 10.5 feet. It is a freestanding sign.

The property of the proposed sign is surrounded by other commercial properties, including Bob's Drive In, Bank of America, Alicia's Beauty Salon, and a Valero gas station.

The property is zoned Central Commercial and fronts onto East Hermosa Street. Section 18.14.180 of the zoning ordinance specifies that freestanding signs are only allowed at shopping centers. According to the definition of shopping center listed in the code, the Dollar General is not considered to be a shopping center.

Section 18.21.020 of the zoning ordinance states that "the city council may grant variances to the regulations prescribed by this title."



# STAFF REPORT



TO: LINDSAY CITY COUNCIL  
DATE: April 14, 2020  
AGENDA #: 5  
FROM: Mike Camarena, Director of City Services and Planning

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Staff finds that the request for variance is consistent with the requirements of the variance chapter of the zoning ordinance. The following should be considered regarding the requested variance:

- The prohibition of freestanding signs in non-shopping center development is recent, as the sign ordinance was updated in late 2019. Development around the Dollar General has therefore included freestanding signage, despite the fact that it's not a shopping center.
- The zoning regulations for the Central Commercial district were created with the assumption that the Central Commercial district was to be considered the City's downtown area. The Dollar General is development that more aligns with the Neighborhood Commercial development as opposed to downtown development.
- The granting of a variance is a discretionary approval. Council may deny the request, approve the request, or approve the request with conditions.

The city council may grant a variance if it makes the following findings:

- That there are special circumstances or conditions applicable to the property involved, such that strict or literal interpretation and enforcement of the specified regulation would deprive the applicant of privileges enjoyed by owners of other properties classified in the same zoning district.
- That the granting of the variance will not constitute a grant of special privilege inconsistent with the limitations on other properties classified in the vicinity and in the same zoning district.

## ALTERNATIVES

- Approve as submitted.
- Do not Approve as submitted and provide direction to staff.
- Approve with modifications.

## BENEFIT TO OR IMPACT ON CITY RESOURCES

The project will not impact city resources.

## ENVIRONMENTAL REVIEW

- Not required by CEQA;  
California Environmental Quality Act (CEQA) Article 19 §15303 identifies "New Construction of Small Structures" as Categorical Exempt.  
 If required by CEQA:

## POLICY ISSUES

- No policy issues  
 Policy issues: As identified above, the placement of this type of sign requires Council approve a variance to current municipal codes.

## STAFF REPORT



TO: LINDSAY CITY COUNCIL  
DATE: April 14, 2020  
AGENDA #: 5  
FROM: Mike Camarena, Director of City Services and Planning

---

### *PUBLIC OUTREACH*

- Posted in this agenda  
 Additional public outreach:

### *ATTACHMENTS*

- Exhibit A, Pylon Sign Detail
- Area Pylon Sign Examples



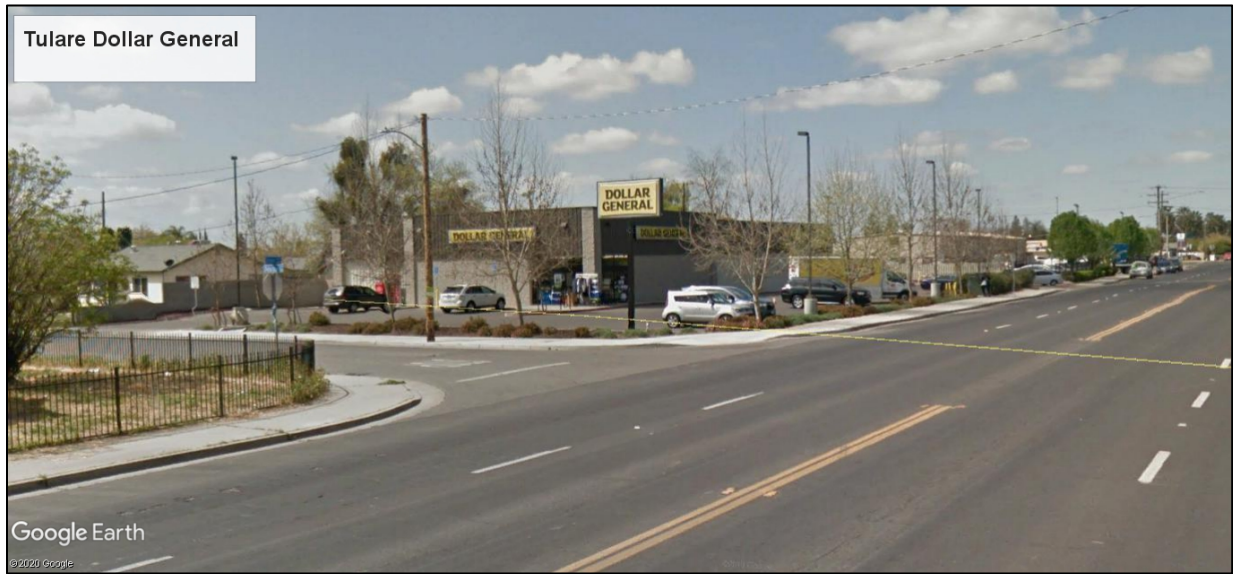
# STAFF REPORT



TO: LINDSAY CITY COUNCIL  
DATE: April 14, 2020  
AGENDA #: 5  
FROM: Mike Camarena, Director of City Services and Planning

---

## Existing Pylon Sign Examples



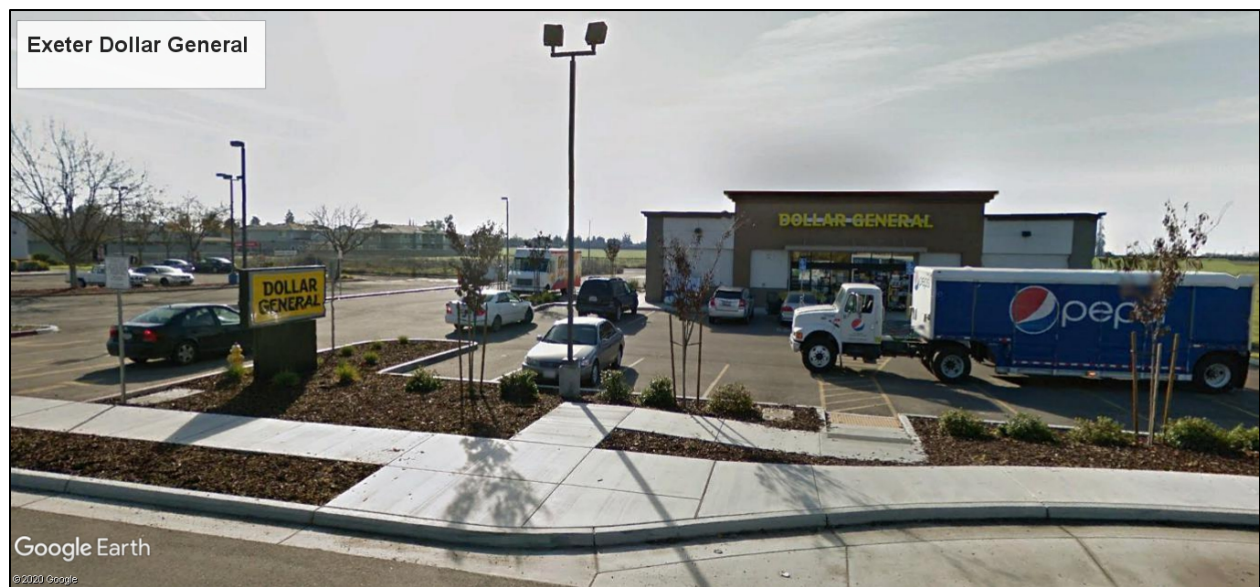
# STAFF REPORT



TO: LINDSAY CITY COUNCIL  
DATE: April 14, 2020  
AGENDA #: 5  
FROM: Mike Camarena, Director of City Services and Planning

---

## Existing Pylon Sign Examples





# STAFF REPORT



TO: LINDSAY CITY COUNCIL  
DATE: April 14, 2020  
AGENDA #: 5  
FROM: Mike Camarena, Director of City Services and Planning

## Continuation; Public Hearing for Resolution 20-03, 120 East Hermosa, Sign Variance Request

**ACTION** Approval of Resolution 20-03, Allowing for a Variance to the sign regulations

**PURPOSE** Statutory/Contractual Requirement

Council Vision/Priority

Discretionary Action

Plan Implementation

**OBJECTIVE(S)** Live in a safe, clean, comfortable and healthy environment.

Increase our keen sense of identity in a 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 self-reliant city government that provides effective, basic services.

## RECOMMENDATION

Staff respectfully recommends approval of Resolution No. 20-03, to allow for a Variance from municipal code sign regulations.

## BACKGROUND | ANALYSIS

Variance No. 20-03 (APN: 205-264-018, 120 East Hermosa Street) is a request by Christina Hall of Image Point Signs for a variance to the sign regulations to accommodate the placement of a freestanding sign for property located at 120 East Hermosa Street, in the Central Commercial zoning district. The sign would be for the Dollar General store. Freestanding signs are not permitted in the Central Commercial zoning district unless it is for a shopping center, as stated in 18.14.180 of the Zoning Code.

Communication with the applicant as well as additional site visits to the type of monument sign that Council was in support of has created additional options for Councils consideration recommended by Image Point Signs.

Option 1. 8' tall pylon sign with aluminum cladding matching the dark brown of the Dollar General building.

Option 2. 12' tall pylon sign with aluminum cladding matching the dark brown of the Dollar General building.

Both options have detail pages included for review.

# STAFF REPORT



TO: LINDSAY CITY COUNCIL  
DATE: April 14, 2020  
AGENDA #: 5  
FROM: Michael Camarena, Director of City Services and Planning

---

## ALTERNATIVES

As identified in the March 10, 2020 staff report, Council can consider the following alternatives:

- Approve as submitted.
- Do not Approve as submitted and provide direction to staff.
- Approve with modifications.

## BENEFIT TO OR IMPACT ON CITY RESOURCES

The project will not impact city resources.

## ENVIRONMENTAL REVIEW

- Not required by CEQA;  
California Environmental Quality Act (CEQA) Article 19 §15303 identifies “New Construction of Small Structures” as Categorical Exempt.  
 If required by CEQA:

## POLICY ISSUES

- No policy issues  
 Policy issues: As identified above, the placement of this type of sign requires Council approve a variance to current municipal codes.

## PUBLIC OUTREACH

- Posted in this agenda  
 Additional public outreach:

## ATTACHMENTS

- Resolution 20-03
- Exeter Pylon sign
- Site Plan with sign location
- 8’ Tall Pylon Sign Detail
- 12’ Tall Pylon Sign Detail
- Entry Sign Detail



# STAFF REPORT



TO: LINDSAY CITY COUNCIL  
DATE: April 14, 2020  
AGENDA #: 5  
FROM: Michael Camarena, Director of City Services and Planning

---

## Exeter Pylon sign

(8' overall height)





## RESOLUTION OF THE CITY OF LINDSAY

NUMBER           **20-03**

TITLE             **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY APPROVING VARIANCE NO. 20-03, A REQUEST BY CHRISTINA HALL OF IMAGE POINT SIGNS, FOR A VARIANCE FOR THE ALLOWANCE OF A FREESTANDING SIGN, FOR PROPERTY LOCATED AT 120 EAST HERMOSA STREET.**

MEETING         At a regularly scheduled meeting of the City of Lindsay City Council held on April 14, 2020 at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

**WHEREAS**, Variance Application No. 20-03 was filed pursuant to the regulations contained in Ordinance No. 437, the Zoning Ordinance of the City of Lindsay; and

**WHEREAS**, the City Council of the City of Lindsay, after ten (10) days published notice, did hold a public hearing before the Council on March 10, 2019 and continued April 14, 2020; and

**WHEREAS**, planning staff has prepared necessary investigations and a staff report of information bearing upon the variance application, and has advised the Council that a variance to the sign requirements of structures of Zoning Ordinance Section 18.14.180 would be required in order to approve the request for the approval of the current location of the structure; and

**WHEREAS**, the project is categorically exempt from the provisions of the California Environmental Quality Act Article 19 §15303, which identifies "New Construction of Small Structures" as exempt.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LINDSAY MAKES THE FOLLOWING SPECIFIC FINDINGS BASED ON THE EVIDENCE PRESENTED AND DOES HEREBY RESOLVE AS FOLLOWS:**

- SECTION 1.       There are special circumstances or conditions applicable to the property involved, such that strict or literal interpretation and enforcement of the specified regulation would deprive the applicant of privileges enjoyed by the owners of other properties classified in the same zoning district.
- SECTION 2.       The granting of the variance would not constitute a grant of special privilege, inconsistent with the limitations on other properties classified in the vicinity and in the same zoning district.

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

- SECTION 1.       The City Council of the City of Lindsay hereby approves Variance application No. 20-03.
- SECTION 2.       This resolution shall be effective immediately upon its approval and adoption.



## RESOLUTION OF THE CITY OF LINDSAY

SECTION 3. The Mayor, or presiding officer, is hereby authorized to affix her/his signature to the Resolution signifying its adoption by the City Council of the City of Lindsay, and the City Clerk, or his duly appointed deputy, is directed to attest thereto.

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

MEETING DATE	April 14, 2020
MOTION	
2 <sup>nd</sup> MOTION	
AYES	
ABSENT	
ABSTAIN	
NAYS	

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

\_\_\_\_\_  
Juana Espinoza, Deputy City Clerk

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



**EXHIBIT B**

120 EAST HERMOSA STREET  
LINDSAY, CA

**APPROVED**  
By R. Martin at 6:47 am, Nov 08, 2019

PROTOTYPE: METRO LD	DEVELOPER	DESIGNER	DATE:
BLDG/SALES SF: 7,489 / 5,686	COMPANY: EMBREE ASSET GROUP	COMPANY: EMBREE ASSET GROUP	11/05/19
ACREAGE: 0.60/26,342	NAME: JOHN SHIELDS	NAME: JOHN SHIELDS	
REQ'D. PARKING SPACES: 30	PHONE #: 512-876-7155	PHONE #: 512-876-7155	

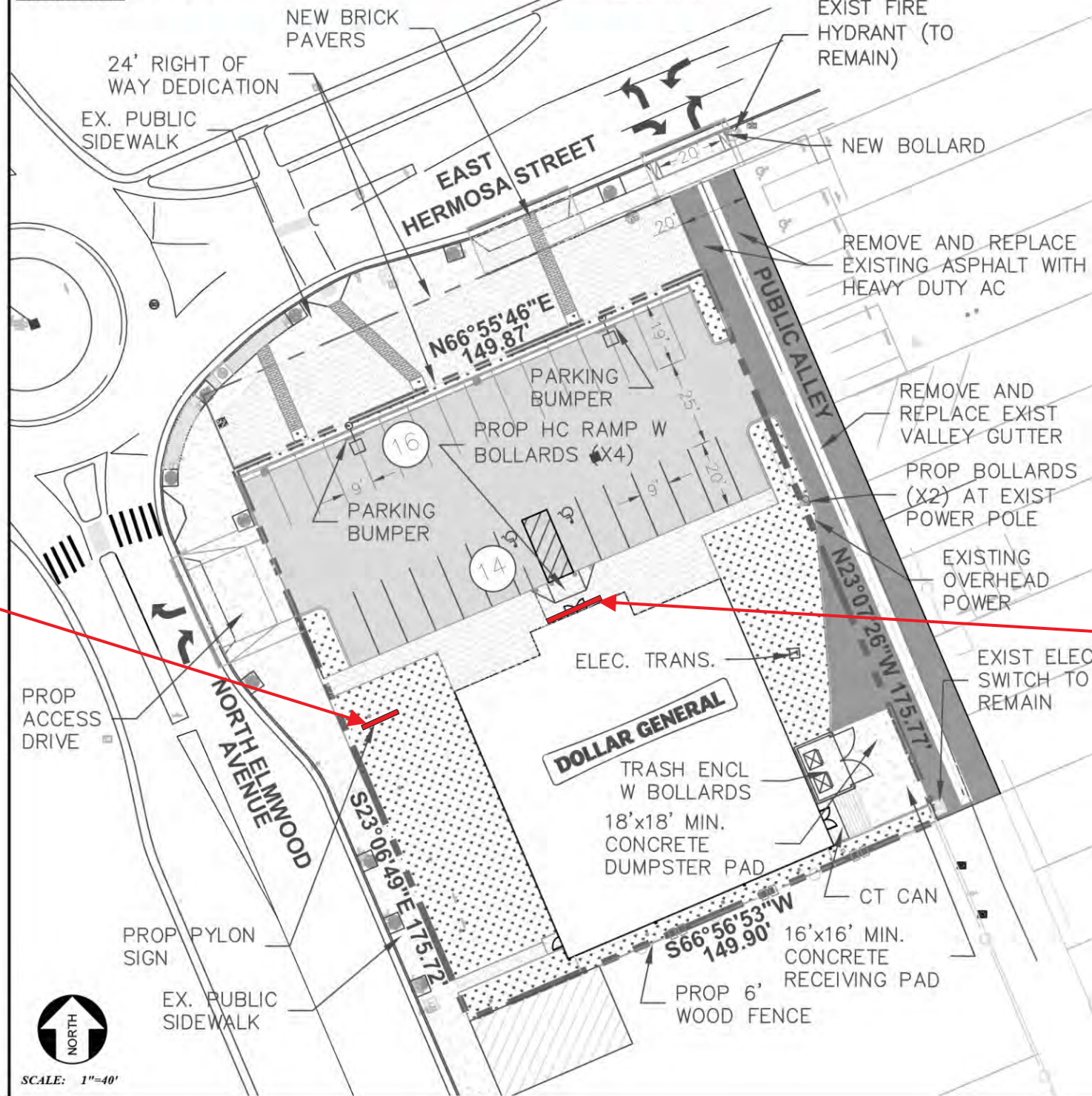
Store #18862

<b>LEGEND:</b>	<b>BUILDING SETBACKS:</b>	<b>REQUIRED PARKING:</b>
HEAVY DUTY PCC	FRONT: 0'	PARKING EQUATION 1 / 800 SF = 10 SPACES REQ.
HEAVY DUTY ASPHALT		
LIGHT DUTY ASPHALT		
LANDSCAPE		

**NOTES & ISSUES:**

- Current zoning is: C-C Central Commercial
- Restricted Delivery: The delivery is restricted to a WB-50 truck. Municipal code here dictates 20' clear in the alley, however, access could be a problem if that is not strictly followed by other businesses on the alleyway.
- Flood Zone X

**Restricted Delivery: The delivery is restricted to a WB-50 truck. Municipal code here dictates 20' clear in the alley, however access could be a problem if that is not strictly followed by other businesses on the alleyway.**



4'-0" X 8'-0" MONUMENT @ OAH 8'-0"

24" RACEWAY LETTERS

**REVISION HISTORY:**

REV	DATE	REQUESTED BY	UPDATED BY
A	11/15/19	JP	BS
REVISION DESCRIPTION: INITIAL DRAWING			
B	01/16/20	JP	BS
REVISION DESCRIPTION: UPDATED TO 24" RACEWAY LETTERS			
C	03/12/20	JP	BS
REVISION DESCRIPTION: UPDATED TO 4' X 8' MONUMENT @ 8' OAH			

**UL** THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRIC CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN

**GENERAL NOTES**

- TOLERANCE ( UNLESS NOTED )
  - GRAPHICS +/- 1/8" • FACE SIZE + 1/16" - 1/4"
  - CABINET +/- 1/8" • VINYL OVERLAP + 1/8" +/- 1/16"
  - ALL COPY LEVEL UNLESS NOTED OTHERWISE
- VIEWING DISTANCE 25' TO 50' UNLESS NOTED OTHERWISE
- PMS COLOR CALLOUT INDICATES USE OF SPRAYLAT MIX SYSTEM
- NO DEVIATION OR MATERIAL SUBSTITUTION WITHOUT ECN.
- ALL ELECTRICAL SIGNS TO COMPLY WITH UL 48

**DOLLAR GENERAL OVERLAY**

DRAWN BY:	CHECKED BY:	
BRIAN S.		
CLIENT:	DOLLAR GENERAL	
LOCATION:	LINDSAY, CA	
QUOTE:	DATE:	
236599	11/15/19	
DRAWING/PART #	REV.	SHEET #
OVERLAY 1	C	1 OF 1

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**REVISION HISTORY:**

REV	DATE	REQUESTED BY	UPDATED BY
A	03/12/20	JP	BS
REVISION DESCRIPTION: INITIAL DRAWING RELEASE			
B	03/12/20	JP	BS
REVISION DESCRIPTION: CHANGED CLADDING BASE TO SW 7041			

**PARTS LIST:**

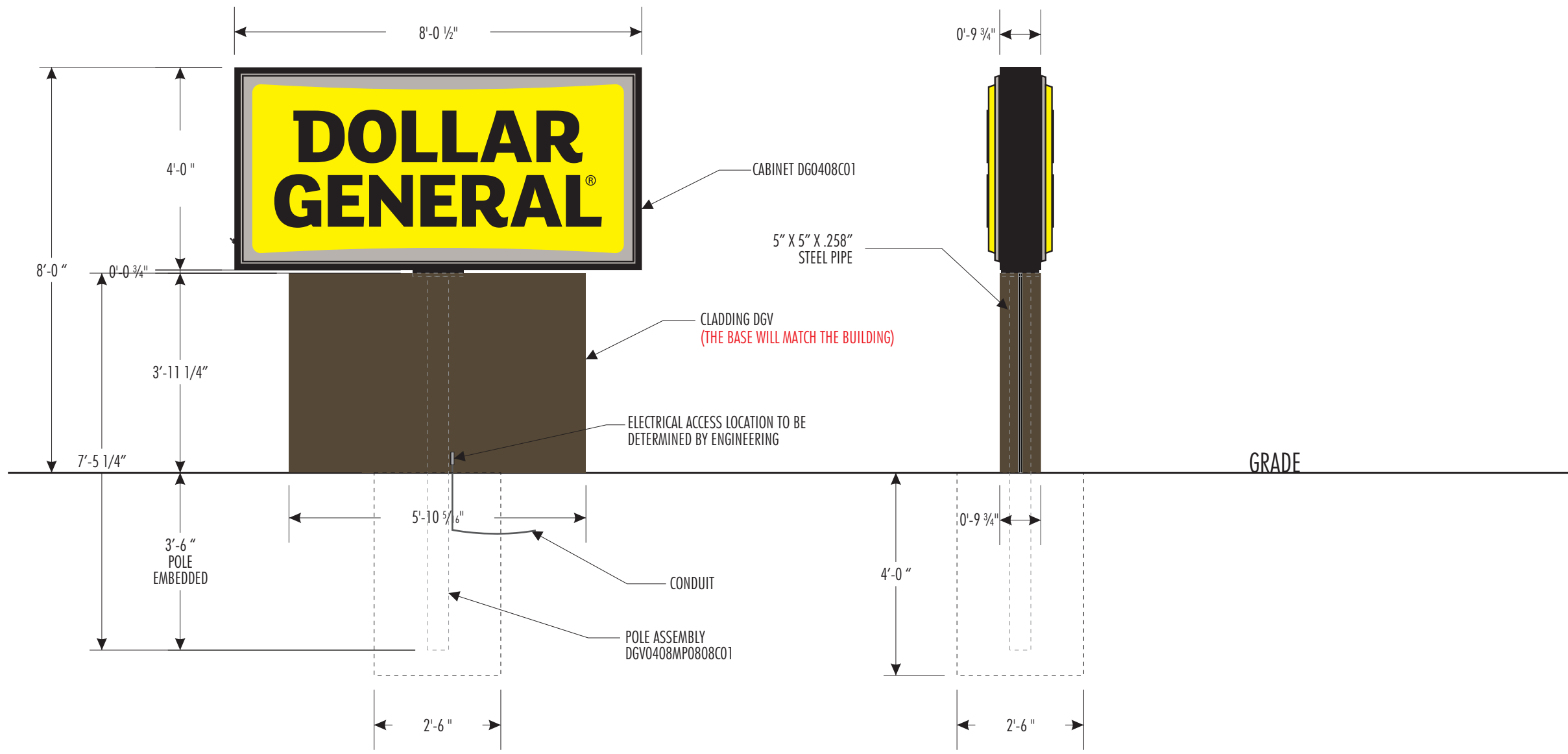
ITEM	DECORATION
1	SPRAYLAT CB-2633 OR EQUIVALENT
2	SPRAYLAT BLACK OR EQUIVALENT
3	MATCH PMS COOL GRAY 5
4	WHITE
5	MATCH SPRAYLAT FM-171
MATERIAL LIST	
1	
2	
3	
4	
5	

**THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRIC CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN**

**GENERAL NOTES**

1. TOLERANCE (UNLESS NOTED)  
• GRAPHICS +/- 1/8" • FACE SIZE + 1/16" - 1/4"  
• CABINET +/- 1/8" • VINYL OVERLAP + 1/8" +/- 1/16"  
• ALL COPY LEVEL UNLESS NOTED OTHERWISE
2. VIEWING DISTANCE 25' TO 50' UNLESS NOTED OTHERWISE
3. PMS COLOR CALLOUT INDICATES USE OF SPRAYLAT MIX SYSTEM
4. NO DEVIATION OR MATERIAL SUBSTITUTION WITHOUT ECN.
5. ALL ELECTRICAL SIGNS TO COMPLY WITH UL 48

DESCRIPTION			
<b>DOLLAR GENERAL AS INSTALLED VIEW</b>			
VOLTAGE:	CIRCUIT:	CURRENT:	DESIGN LOAD:
DRAWN BY: <b>BRIAN S.</b>		CHECKED BY:	
CLIENT: <b>DOLLAR GENERAL</b>			
LOCATION: <b>LINDSAY, CA</b>			
QUOTE:	DATE:	03/12/2020	
DRAWING/PART #	REV:	SHEET #	
	<b>B</b>	<b>1 OF 1</b>	



**AS INSTALLED VIEW**

**REVISION HISTORY:**

REV	DATE	REQUESTED BY	UPDATED BY
A	03/13/20	JP	BS

REVISION DESCRIPTION:  
INITIAL DRAWING RELEASE

**PARTS LIST:**

ITEM	DECORATION
1	SPRAYLAT CB-2633 OR EQUIVALENT
2	SPRAYLAT BLACK OR EQUIVALENT
3	MATCH PMS COOL GRAY 5
4	SW 7041 VAN DYKE BROWN
5	

MATERIAL LIST	
1	
2	
3	
4	
5	

**THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRIC CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN**

**GENERAL NOTES**

1. TOLERANCE (UNLESS NOTED)
  - GRAPHICS +/- 1/8" • FACE SIZE + 1/16" - 1/4"
  - CABINET +/- 1/8" • VINYL OVERLAP + 1/8" +/- 1/16"
  - ALL COPY LEVEL UNLESS NOTED OTHERWISE
2. VIEWING DISTANCE 25' TO 50' UNLESS NOTED OTHERWISE
3. PMS COLOR CALLOUT INDICATES USE OF SPRAYLAT MIX SYSTEM
4. NO DEVIATION OR MATERIAL SUBSTITUTION WITHOUT ECN.
5. ALL ELECTRICAL SIGNS TO COMPLY WITH UL 48

DESCRIPTION  
**DOLLAR GENERAL  
AS INSTALLED VIEW**

VOLTAGE: CIRCUIT: CURRENT: DESIGN LOAD:

DRAWN BY: **BRIAN S.** CHECKED BY:

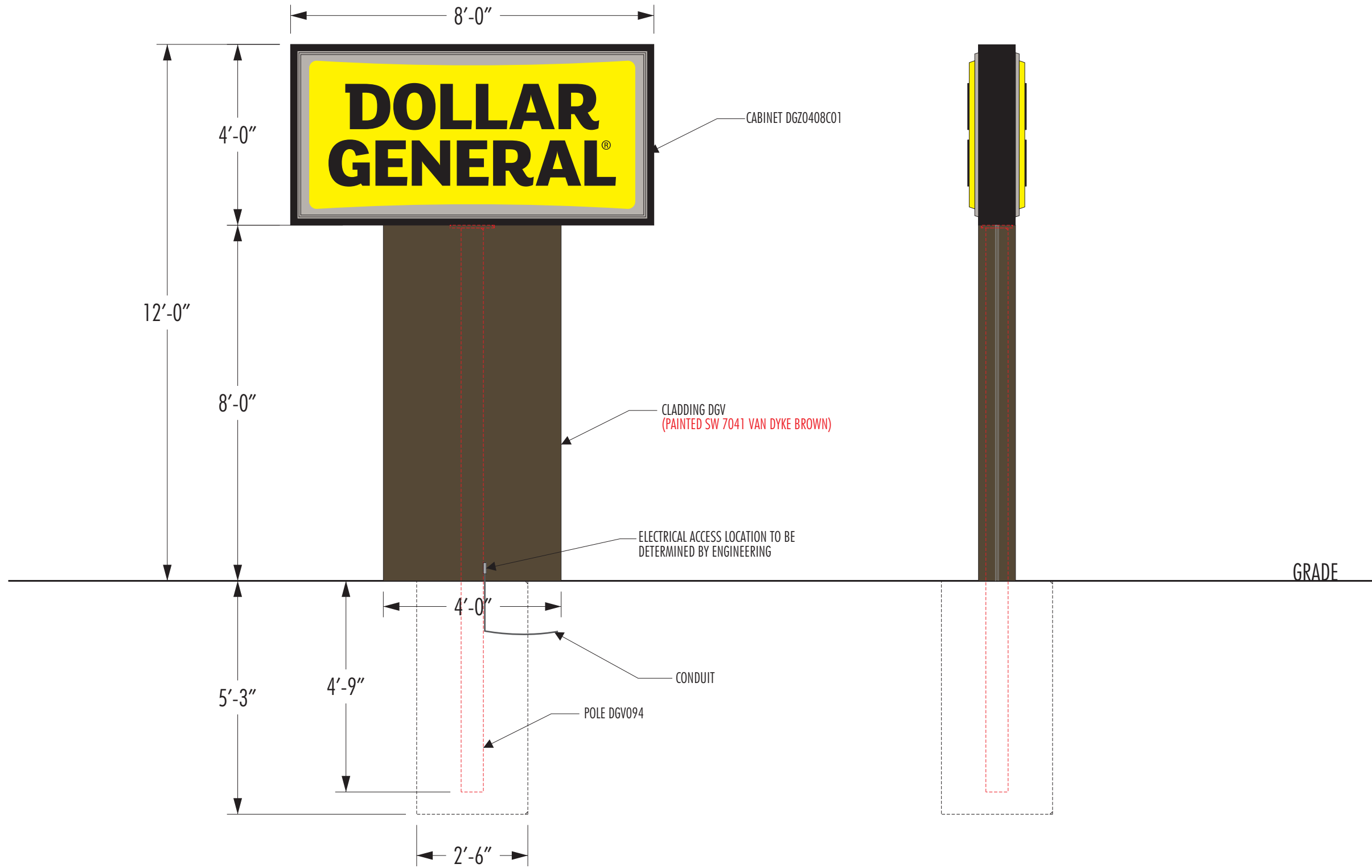
CLIENT: **DOLLAR GENERAL**

LOCATION: **LINDSAY, CA**

QUOTE: DATE: **03/13/20**

DRAWING/PART # **LINDSAY, CA** REV. **A** SHEET # **1 OF 1**

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**AS INSTALLED VIEW**



# DOLLAR GENERAL

## ILLUMINATION VIEW

METHOD OF SERVICE IS THROUGH TAKING OFF FACE, 120V, & ELECTRICAL RUN LOCATION IS THROUGH THE BACK OF THE RACEWAY

# LED ILLUMINATION

APPROVAL SIGNATURE

DATE

By signing, you are validating the dimensions and graphic provided to SignResource and/or you are handling your own installation.



6135 District Blvd • Maywood, CA 90270  
800.423.4283 • Fax 323.560.7143  
Website: www.signresource.com

### REVISION HISTORY:

REV	DATE	REQUESTED BY	UPDATED BY
A	04/05/17	TL	BS

REVISION DESCRIPTION:  
INITIAL DRAWING RELEASE

### PARTS LIST:

ITEM	DECORATION
A	REFLECTIVE WHITE INTERIORS
B	SEMI GLOSS BLACK RETURNS
C	RACEWAY: PAINT TO MATCH SW 7041 VAN DYKE BROWN
D	YELLOW EXPOSED SUBSTRATE
E	
F	

MATERIAL LIST	
1	3/16" #2037 YELLOW ACRYLIC FACES
2	.050" ALUMINUM RETURNS
3	.090" ALUMINUM BACKS
4	WHITE LEDS
5	BLACK TRIMCAP

### LED ILLUMINATION

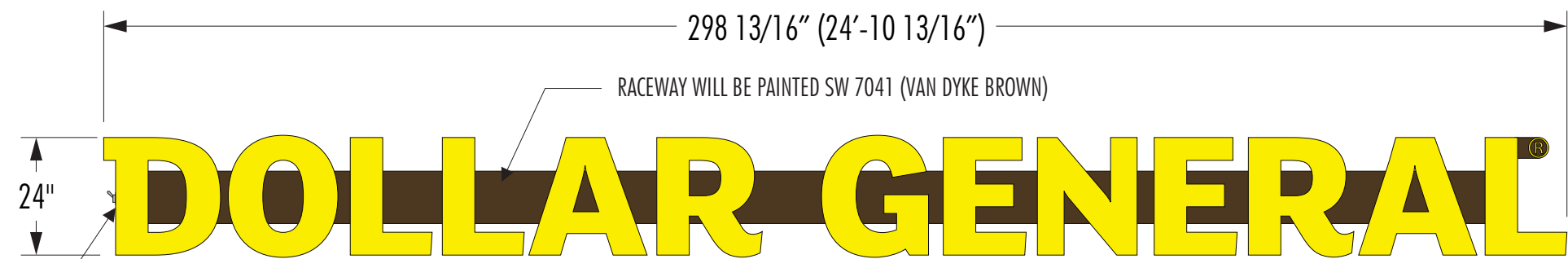
THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRIC CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN

### GENERAL NOTES

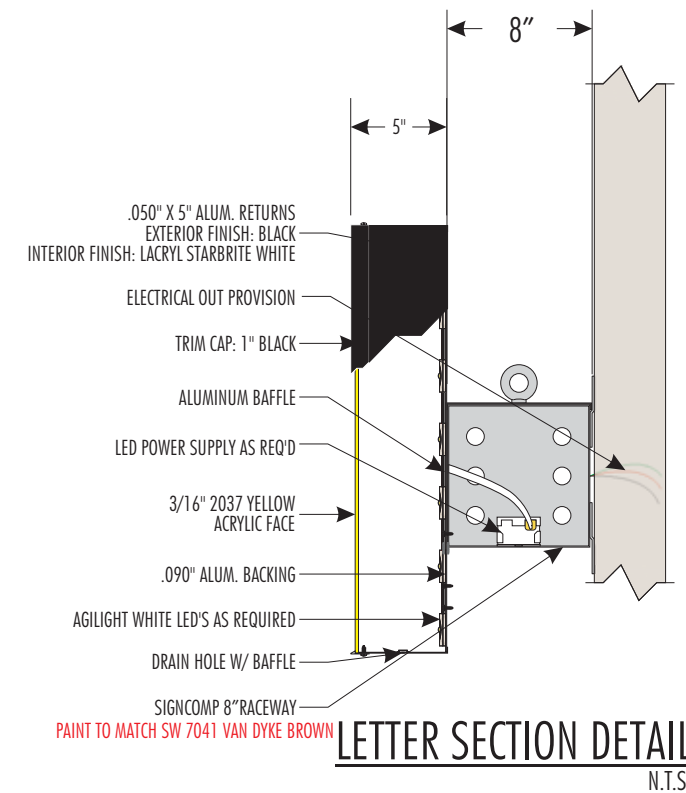
- TOLERANCE (UNLESS NOTED)
  - GRAPHICS +/- 1/8" • FACE SIZE + 1/16" - 1/4"
  - CABINET +/- 1/8" • VINYL OVERLAP + 1/8" +/- 1/16"
  - ALL COPY LEVEL UNLESS NOTED OTHERWISE
- VIEWING DISTANCE 25' TO 50' UNLESS NOTED OTHERWISE
- PMS COLOR CALLOUT INDICATES USE OF SPRAYLAT MIX SYSTEM
- NO DEVIATION OR MATERIAL SUBSTITUTION WITHOUT ECN.
- ALL ELECTRICAL SIGNS TO COMPLY WITH UL 48

DESCRIPTION			
<b>DOLLAR GENERAL</b> 24" SF LED IL CHANNEL LETTER W/RACEWAY			
VOLTAGE:	CIRCUIT:	CURRENT:	DESIGN LOAD:
DRAWN BY: BRIAN S.		CHECKED BY:	
CLIENT: DOLLAR GENERAL			
LOCATION: VARIOUS			
QUOTE:	VARIOUS	DATE:	04/05/17
DRAWING/PART #	DG24LR01-011	REV:	A
		SHEET #	1 OF 1

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### FRONT VIEW



### LETTER SECTION DETAIL

N.T.S.

### SQUARE FOOTAGE

ACTUAL	BOXED METHOD
27.72 sq. ft.	49.80 sq. ft.



# STAFF REPORT



TO: LINDSAY CITY COUNCIL  
DATE: April 14, 2020  
AGENDA #: 6  
FROM: Michael Camarena, Director of City Services and Planning

## CONTINUED PUBLIC HEARING for Ordinance 582, Adopting the State of California Model Water Efficiency Landscape Ordinance (MWELo)

**ACTION** Approval and First Reading of Ordinance 582, Adopting the State of California Model Water Efficiency Landscape Ordinance (MWELo)

**PURPOSE**

<input checked="" type="checkbox"/>	Statutory/Contractual Requirement
<input checked="" type="checkbox"/>	Council Vision/Priority
<input type="checkbox"/>	Discretionary Action
<input checked="" type="checkbox"/>	Plan Implementation

**OBJECTIVE(S)**

<input checked="" type="checkbox"/>	Live in a safe, clean, comfortable and healthy environment.
<input checked="" type="checkbox"/>	Increase our keen sense of identity in a connected and involved community.
<input checked="" type="checkbox"/>	Nurture attractive residential neighborhoods and business districts.
<input type="checkbox"/>	Dedicate resources to retain a friendly, small-town atmosphere.
<input checked="" type="checkbox"/>	Stimulate, attract and retain local businesses.
<input checked="" type="checkbox"/>	Advance economic diversity.
<input checked="" type="checkbox"/>	Yield a self-reliant city government that provides effective, basic services.

## RECOMMENDATION

Staff respectfully recommend Council:

1. Conduct a Public Hearing to receive comment regarding the adoption of Ordinance 582, adopting the State of California Model Water Efficiency Landscape Ordinance (MWELo);
2. Approve for first reading the draft Ordinance 582; and
3. Waive further reading and order the Ordinances to print.

## BACKGROUND | ANALYSIS

Continued Public Hearing for Ordinance No. 582, First Reading is a request by the City of Lindsay to amend the Lindsay Municipal Code for the adoption of the State of California Model Water Efficiency Landscape Ordinance (MWELo). This Public Hearing was originally scheduled for the March 31, 2020 Council meeting. This Ordinance was noticed as a public hearing in the Porterville Recorder on March 7, 2020.

The Chapter and Sections are presented tonight as a First Reading to amend the Chapter and Sections to the City of Lindsay Municipal Code.

In 2006, the State Legislature adopted the “Water Conservation in Landscaping Act” (Assembly Bill 1881), requiring the Department of Water Resources (DWR) to update the State Model Water Efficient

# STAFF REPORT



TO: LINDSAY CITY COUNCIL  
DATE: April 14, 2020  
AGENDA #: 6  
FROM: Michael Camarena, Director of City Services and Planning

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Landscape Ordinance (MWELo). The updated model Ordinance contained several new landscape and irrigation design requirements aimed at reducing water consumption and waste in landscape irrigation. All local agencies were required to adopt the model Ordinance or develop an ordinance that is at least as effective.

In April 2015, the Governor of California issued an executive order directing the DWR to update the State's Model Water Efficient Ordinance (CA MWELo) in order to address drought conditions and build resiliency for future droughts.

The DWR adopted the current MWELo in July 2015 and on September 15, 2015 the California Secretary of State ordered the regulations to be incorporated into Division 2, Title 23, California Code of Regulations to amend Chapter 2.7 Model Water Efficient Landscape Ordinance, Sections 490 through 495.

## ANALYSIS.

State law requires agencies to adopt a water-efficient landscape Ordinance that is at least as effective in conserving water as the CA MWELo prepared by DWR. DWR's model Ordinance takes effect in those cities and counties that fail to adopt their own. Because it is anticipated that future amendments will be made to the CA MWELo, adopting the State's MWELo, by reference, allows these amendments to occur without requiring amendments to the City's Municipal Code. This also allows the City to follow the State standards without having to add the CA MWELo in its entirety to the City's Municipal Code.

The CA MWELo includes several provisions for new landscaping, including requirements for:

- |   |                                       |
|---|---------------------------------------|
| ** Landscape documentation submittals             | ** Greywater Systems                  |
| ** Water efficient landscape worksheet submittals | ** Stormwater and Rainwater Retention |
| ** Soil Management                                | ** Water Waste Prevention             |
| ** Landscape and Irrigation Design Plans          | ** Public Education                   |
| ** Irrigation scheduling and efficiency           | ** Annual Reporting                   |
| ** Recycled Water                                 |                                       |

In general, the CA MWELo requires specific water efficiency and will make it difficult to install and maintain turf in new developments that are dependent on potable water. Use of recycled water is exempt from these limitations. The revisions to the CA MWELo reduce the size threshold of landscape projects subject to the water efficiency requirements from 2,500 square feet of landscaping to 500 square feet of landscaping for commercial, residential, industrial and institutional projects that require a permit, plan check or design review. The size threshold for existing landscapes that are rehabilitated has not changed, remaining at 2,500 square feet. Only rehabilitated landscapes that are associated with a building permit, plan check or design review are subject to the CA MWELo.

Specifically, the most significant revisions made to the CA MWELo include more efficient irrigation systems, including requirements for:

1. Dedicated landscape water meters for residential landscapes over 5,000 square feet, and non-residential landscapes over 1,000 square feet.

# STAFF REPORT



TO: LINDSAY CITY COUNCIL  
DATE: April 14, 2020  
AGENDA #: 6  
FROM: Michael Camarena, Director of City Services and Planning

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2. Irrigation systems to have pressure regulators and master shut-off valves.
3. All irrigation emission devices to meet the national standard stated in the CA MWELo to ensure that only high efficiency sprinklers are installed.
4. Flow sensors that detect and report high flow conditions due to broken pipes and/or popped sprinkler heads for landscape areas greater than 5,000 square feet.
5. Ten-foot (10') minimum width (changed from 8 feet) for areas that can use spray irrigation. Areas less than ten feet (10') wide must be irrigated with subsurface drip or other technology that produces no overspray or runoff.

The CA MWELo revisions also include incentives for greywater usage, improvements for on-site stormwater capture, and limiting the portion of landscapes that can be planted with high water use plants.

Agencies will also be required to report on enforcement each year. In addition, the Governors Executive Order B-29-15, which required the Department of Water Resources to update the MWELo, also requires local agencies to report on implementation and enforcement of local ordinances. In this regard, the Department of Water Resources has also developed a "Water Efficient Landscape Ordinance Reporting Form" for use by local agencies for the initial and annual reports.

## ALTERNATIVES

- Adopt the Ordinance as proposed:
- Do not adopt the Ordinance and direct staff to develop an alternative Ordinance that is at least as effective as the CA MWELo for future introduction and adoption; or
- Provide other direction to staff.

## BENEFIT TO OR IMPACT ON CITY RESOURCES

The most direct benefit the City would see with Ordinance 582 is the reduction of municipal water used for landscaping. The ordinance also brings the City into compliance with State requirements. Impacts to the City include the new reporting requirements to the State. Plan check processes and reviews will be increased due to the lowering of landscape area that would trigger MWELo requirements.

## ENVIRONMENTAL REVIEW

Not required by CEQA: This Ordinance has been determined to be exempt from the California Environmental Quality Act (CEQA) in accordance with Section 15307 of the State CEQA Guidelines for actions by regulatory agencies for protection of natural resources. The MWELo addresses the protection of statewide water resources by requiring certain landscaping projects to analyze their water budget. There is no evidence that the proposed project may have a potentially significant effect on the environment. As such, the project qualifies for exemption pursuant to Section 15061(b)(3) of the State CEQA Guidelines

If required by CEQA:

## POLICY ISSUES

No policy issues

Policy issues: Continue to enforce State standards for all permitted and qualified landscape activity.

## STAFF REPORT



TO: LINDSAY CITY COUNCIL  
DATE: April 14, 2020  
AGENDA #: 6  
FROM: Michael Camarena, Director of City Services and Planning

---

### *PUBLIC OUTREACH*

- Posted in this agenda
- Additional public outreach: Porterville Recorder Public Notice on March 7, 2020

### *ATTACHMENTS*

- Ordinance 582, State of California Model Water Efficiency Landscape Ordinance (MWELo).

**ORDINANCE NO. 582**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LINDSAY AMENDING TITLE 13 OF THE LINDSAY MUNICIPAL CODE REGARDING THE ADOPTION OF CHAPTER 05 OF THE STATE OF CALIFORNIA MODEL WATER EFFICIENCY LANDSCAPE ORDINANCE (MWEL0).**

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LINDSAY FOLLOWS, TO WIT:**

**SECTION 1.** The following sections of the Municipal Code of the City of Lindsay are hereby adopted as follows:

**Chapter 13.05 of the Lindsay Municipal Code shall be amended to read as follows:**

**13.05.010: Purpose.**

(a) The City of Lindsay has found:

(1) That the waters of the State are of limited supply and are subject to ever increasing demands:

(2) That the continuation of California's economic prosperity is dependent on the availability of adequate supplies of water for future uses:

(3) That it is the policy of the State to promote the conservation and efficient use of water and to prevent the waste of this valuable resource:

(4) That landscapes are essential to the quality of life in California by providing areas for active and passive recreation and as an enhancement to the environment by cleaning air and water, preventing erosion, offering fire protection, and replacing ecosystems lost to development; and

(5) That landscape design, installation, maintenance and management can and should be water efficient; and

(6) That Section 2 of Article X of the California Constitution specifies that the right to use water is limited to the amount reasonably required for the beneficial use to be served and the right does not and shall not extend to waste or unreasonable method of use.

(b) Consistent with these legislative findings, the purpose of this model ordinance is to:

(1) Promote the values and benefits of landscapes while recognizing the need to invest water and other resources as efficiently as possible:

(2) Establish a structure for planning, designing, installing, maintaining and managing water efficient landscapes in new construction and rehabilitated projects:

(3) Establish provisions for water management practices and water waste prevention for existing landscapes:

(4) Use water efficiently without waste by setting a Maximum Applied Water Allowance as an upper limit for water use and reduce water use to the lowest practical amount:

(5) Promote the benefits of consistent landscape ordinances with neighboring local and regional agencies:

(6) Encourage local agencies and water purveyors to use economic incentives that promote the efficient use of water, such as implementing a tiered-rate structure; and

(7) Encourage local agencies to designate the necessary authority that implements and enforces the provisions of the Model Water Efficient Landscape Ordinance or its local landscape ordinance.

Note: Authority cited: Section 65593, Government Code. Reference: Sections 65591, 65593, 65596, Government Code.

### **13.05.020: Applicability**

(a) This ordinance shall apply to all the following landscape projects:

(1) New construction and rehabilitated landscapes for public agency projects and private development projects with a landscape area equal to or greater than 2,500 square feet requiring building or landscape permit, plan check or design review:

(2) New construction and rehabilitated landscapes which are developer-installed in single-family and multi-family projects with a landscape area equal to or greater than 2,500 square feet requiring a building or landscape permit, plan check or design review:

(3) New construction landscapes which are homeowner-provided and/or homeowner-hired in a single-family and multi-family residential projects with a total project area equal to or greater than 5,000 square feet requiring a building or landscape permit, plan check or design review:

(4) Existing landscapes limited to Sections 13.05.230, 13.05.240 and 13.05.250; and

(5) Cemeteries. Recognizing the special landscape management needs of cemeteries, new and rehabilitated cemeteries are limited to sections 13.05.090, 13.05.160 and 492.12; and existing cemeteries are limited to sections 13.05.230, 13.05.240 and 13.05.250.

This ordinance does not apply to:

(1) Registered local, state or federal historical sites:

(2) Ecological restoration projects that do not require a permanent irrigation system; mined-land reclamation projects that do not require a permanent irrigation system; or plant collections, as part of botanical gardens and arboretums open to the public.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

### **13.05.030: Definitions**

The terms used in this ordinance have the meaning set forth below:

- (a) “applied water” means the portion of water supplied by the irrigation system to the landscape.
- (b) “automatic irrigation controller” means an automatic timing device used to remotely control valves that operate an irrigation system. Automatic irrigation controllers schedule irrigation events using either evapotranspiration (weather based) or soil moisture data.
- (c) “backflow prevention device” means a safety device used to prevent pollution or contamination of the water supply due to the reverse flow of water from the irrigation system.
- (d) “Certificate of Completion” means the document required under Section 13.05.140.
- (e) “certified irrigation designer” means a person certified to design irrigation systems by an accredited academic institution, a professional trade organization or other program such as the US Environmental Protection Agency’s WaterSense irrigation designer certification program and Irrigation Association’s Certified Irrigation Designer program.
- (f) “certified landscape irrigation auditor” means a person certified to perform landscape irrigation audits by an accredited academic institution, a professional trade organization or other program such as the US Environmental Protection Agency’s WaterSense irrigation auditor certification program and Irrigation Association’s Certified Landscape Irrigation Auditor program.
- (g) “check valve” or “anti-drain valve” means a valve located under a sprinkler head, or other locations in the irrigation system, to hold water in the system to prevent drainage from sprinkler heads when the sprinkler is off.
- (h) “common interest developments” means community apartment projects, condominium projects, planned developments, and stock cooperatives per Civil Code Section 1351.
- (i) “conversion factor (0.62)” means the number that converts acre-inches per acre per year to gallons per square foot per year.
- (j) “drip irrigation” means any non-spray low volume irrigation system utilizing emission devices with a flow rate measured in gallons per hour. Low volume irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.
- (k) “ecological restoration project” means a project where the site is intentionally altered to establish a defined, indigenous, historic ecosystem.
- (l) “effective precipitation” or “usable rainfall” (Eppt) means the portion of total precipitation which becomes available for plant growth.
- (m) “emitter” means a drip irrigation emission device that delivers water slowly from the system to the soil.
- (n) “established landscape” means the point at which plants in the landscape have developed significant root growth into the soil. Typically, most plants are established after one or two years of growth.
- (o) “establishment period of the plants” means the first year after installing the plant in the landscape or the first two years if irrigation will be terminated after establishment. Typically, most plants are established after one or two years of growth.



(p) "Estimated Total Water Use" (ETWU) means the total water used for the landscape as described in Section 13.05.090.

(q) "ET adjustment factor" (ETAF) means a factor of 0.7, that, when applied to reference evapotranspiration, adjusts for plant factors and irrigation efficiency, two major influences upon the amount of water that needs to be applied to the landscape. A combined plant mix with a site-wide average of 0.5 is the basis of the plant factor portion of this calculation. For purposes of the ETAF, the average irrigation efficiency is 0.71. Therefore, the ET Adjustment Factor is  $(0.7) = (0.5/0.71)$ . ETAF for a Special Landscape Area shall not exceed 1.0. ETAF for existing non-rehabilitated landscapes is 0.8.

(r) "evapotranspiration rate" means the quantity of water evaporated from adjacent soil and other surfaces and transpired by plants during a specified time.

(s) "flow rate" means the rate at which water flows through pipes, valves and emission devices, measured in gallons per minute, gallons per hour, or cubic feet per second.

(t) "hardscapes" means any durable material (pervious and non-pervious).

(u) "homeowner-provided landscaping" means any landscaping either installed by a private individual for a single-family residence or installed by a licensed contractor hired by a homeowner. A homeowner, for purposes of this ordinance, is a person who occupies the dwelling he or she owns. This excludes speculative homes, which are not owner-occupied dwellings.

(v) "hydrozone" means a portion of the landscaped area having plants with similar water needs. A hydrozone may be irrigated or non-irrigated.

(w) "infiltration rate" means the rate of water entry into the soil expressed as a depth of water per unit of time (e.g., inches per hour).

(x) "invasive plant species" means species of plants not historically found in California that spread outside cultivated areas and can damage environmental or economic resources. Invasive species may be regulated by county agricultural agencies as noxious species. "Noxious weeds" means any weed designated by the Weed Control Regulations in the Weed Control Act and identified on a Regional District noxious weed control list. Lists of invasive plants are maintained at the California Invasive Plant Inventory and USDA invasive and noxious weeds database.

(y) "irrigation audit" means an in-depth evaluation of the performance of an irrigation system conducted by a Certified Landscape Irrigation Auditor. An irrigation audit includes, but is not limited to inspection, system tune-up, system test with distribution uniformity or emission uniformity, reporting overspray or runoff that causes overland flow, and preparation of an irrigation schedule.

(z) "irrigation efficiency" (IE) means the measurement of the amount of water beneficially used divided by the amount of water applied. Irrigation efficiency is derived from measurements and estimates of irrigation system characteristics and management practices. The minimum average irrigation efficiency for purposes of this ordinance is 0.71. Greater irrigation efficiency can be expected from well designed and maintained systems.

(aa) "irrigation survey" means an evaluation of an irrigation system that is less detailed than an irrigation audit. An irrigation survey includes, but is not limited to inspection, system test, and written recommendations to improve performance of the irrigation system.

(bb) "irrigation water use analysis" means an analysis of water use data based on meter readings and billing data.

(cc) "landscape architect" means a person who holds a license to practice landscape architecture in the state of California Business and Professions Code, Section 5615.

(dd) "landscape area" means all the planting areas, turf areas, and water features in a landscape design plan subject to the Maximum Applied Water Allowance calculation. The landscape area does not include footprints of buildings or structures, sidewalks, driveways, parking lots, decks, patios, gravel or stone walks, other pervious or non-pervious hardscapes, and other non-irrigated areas designated for non-development (e.g., open spaces and existing native vegetation).

(ee) "landscape contractor" means a person licensed by the state of California to construct, maintain, repair, install, or subcontract the development of landscape systems.

(ff) "Landscape Documentation Package" means the documents required under Section 13.05.080.

(gg) "landscape project" means total area of landscape in a project as defined in "landscape area" for the purposes of this ordinance, meeting requirements under Section 13.05.020.

(hh) "lateral line" means the water delivery pipeline that supplies water to the emitters or sprinklers from the valve.

(ii) "local agency" means a city or county, including a charter city or charter county, that is responsible for adopting and implementing the ordinance. The local agency is also responsible for the enforcement of this ordinance, including but not limited to, approval of a permit and plan check or design review of a project.

(jj) "local water purveyor" means any entity, including a public agency, city, county, or private water company that provides retail water service.

(kk) "low volume irrigation" means the application of irrigation water at low pressure through a system of tubing or lateral lines and low-volume emitters such as drip, drip lines, and bubblers. Low volume irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

(ll) "main line" means the pressurized pipeline that delivers water from the water source to the valve or outlet.

(mm) "Maximum Applied Water Allowance" (MAWA) means the upper limit of annual applied water for the established landscaped area as specified in Section 13.05.090. It is based upon the area's reference evapotranspiration, the ET Adjustment Factor, and the size of the landscape area. The Estimated Total Water Use shall not exceed the Maximum Applied Water Allowance. Special Landscape Areas, including recreation areas, areas permanently and solely dedicated to edible plants such as orchards and vegetable gardens, and areas irrigated with recycled water are subject to the MAWA with an ETAF not to exceed 1.0.

(nn) “microclimate” means the climate of a small, specific area that may contrast with the climate of the overall landscape area due to factors such as wind, sun exposure, plant density, or proximity to reflective surfaces.

(oo) “mined-land reclamation projects” means any surface mining operation with a reclamation plan approved in accordance with the Surface Mining and Reclamation Act of 1975.

(pp) “mulch” means any organic material such as leaves, bark, straw, compost, or inorganic mineral materials such as rocks, gravel, and decomposed granite left loose and applied to the soil surface for the beneficial purposes of reducing evaporation, suppressing weeds, moderating soil temperature, and preventing soil erosion.

(qq) “new construction” means, for the purposes of this ordinance, a new building with a landscape or other new landscape, such as a park, playground, or greenbelt without an associated building.

(rr) “operating pressure” means the pressure at which the parts of an irrigation system are designed by the manufacturer to operate.

(ss) “overhead sprinkler irrigation systems” means systems that deliver water through the air (e.g., spray heads and rotors).

(tt) “overspray” means the irrigation water which is delivered beyond the target area.

(uu) “permit” means an authorizing document issued by local agencies for new construction or rehabilitated landscapes.

(vv) “pervious” means any surface or material that allows the passage of water through the material and into the underlying soil.

(ww) “plant factor” or “plant water use factor” is a factor, when multiplied by ETo, estimates the amount of water needed by plants. For purposes of this ordinance, the plant factor range for low water use plants is 0 to 0.3, the plant factor range for moderate water use plants is 0.4 to 0.6, and the plant factors cited in this ordinance are derived from the Department of Water Resources 2000 publication “Water Use Classification of Landscape Species”.

**(xx) “precipitation rate” means the rate of application of water measured in inches per hour.**

(yy) “project applicant” means the individual or entity submitting a Landscape Documentation Package required under Section 13.05.080, to request a permit, plan check, or design review from the local agency. A project applicant may be the property owner or his or her designee.

(zz) “rain sensor” or “rain sensing shutoff device” means a component which automatically suspends an irrigation event when it rains.

(aaa) record drawing” or “as-builts” means a set of reproducible drawings which show significant changes in

(bbb) “recreational area” means areas dedicated to active play such as parks, sports fields, and golf courses where turf provides a playing surface.

(ccc) “recycled water”, “reclaimed water”, or “treated sewage effluent water” means treated or recycled wastewater of a quality suitable for non-potable uses such as landscape irrigation and water features. This water is not intended for human consumption.

(ddd) “reference evapotranspiration” or “ETo” means a standard measurement of environmental parameters which affect the water use of plants. ETo is expressed in inches per day, month, or year as represented in Appendix A, and is an estimate of the evapotranspiration of a large field of four- to seven-inch tall, cool-season grass that is well watered. Reference evapotranspiration is used as the basis of determining the Maximum Applied Water Allowance so that regional differences in climate can be accommodated.

(eee) “rehabilitated landscape” means any re-landscaping project that requires a permit , plan check, or design review, meets the requirements of Section 13.05.020, and the modified landscape area is equal to or greater than 2,500 square feet, is 50% of the total landscape area, and the modifications are completed within one year.

(fff) “runoff” means water which is not absorbed by the soil or landscape to which it is applied and flows from the landscape area. For example, runoff may result from water that is applied at too great a rate (application rate exceeds infiltration rate) or when there is a slope.

(ggg) “soil moisture sensing device” or “soil moisture sensor” means a device that measures the amount of water in the soil. The device may also suspend or initiate an irrigation event.

(hhh) “soil texture” means the classification of soil based on its percentage of sand, silt, and clay.

(iii) “Special Landscape Area” (SLA) means an area of the landscape dedicated solely to edible plants, areas irrigated with recycled water, water features using recycled water and areas dedicated to active play such as parks, sports fields, golf courses, and where turf provides a playing surface.

(jjj) “sprinkler head” means a device which delivers water through a nozzle.

(kkk) “static water pressure” means the pipeline or municipal water supply pressure when water is not flowing.

(lll) “station” means an area served by one valve or by a set of valves that operate simultaneously.

(mmm) “swing joint” means an irrigation component that provides a flexible, leak-free connection between the emission device and lateral pipeline to allow movement in any direction and to prevent equipment damage.

(nnn) “turf” means a ground cover surface of mowed grass. Annual bluegrass, Kentucky bluegrass, Perennial ryegrass, Red fescue, and Tall fescue are cool-season grasses. Bermuda grass, Kikuyu grass, Seashore Paspalum, St. Augustine grass, Zoysia grass, and Buffalo grass are warm-season grasses.

(ooo) “valve” means a device used to control the flow of water in the irrigation system.

(ppp) “water conserving plant species” means a plant species identified as having a low plant factor.

(qqq) “water feature” means a design element where open water performs an aesthetic or recreational function. Water features include ponds, lakes, waterfalls, fountains, artificial streams, spas, and swimming pools (where water is artificially supplied). The surface area of water features is included in

the high-water use hydrozone of the landscape area. Constructed wetlands used for on-site wastewater treatment or stormwater best management practices that are not irrigated and used solely for water treatment or stormwater retention are not water features and, therefore, are not subject to the water budget calculation.

(rrr) “watering window” means the time of day irrigation is allowed.

(sss) “WUCOLS” means the Water Use Classification of Landscape Species published by the University of California Cooperative Extension, the Department of Water Resources and the Bureau of Reclamation, 2000.

Note: Authority Cited: Section 65595, Government Code. Reference: Sections 65592, 65596, Government Code.

### **13.050.040 Provisions for New Construction or Rehabilitated Landscapes**

(a) A local agency may designate another agency, such as a water purveyor, to implement some or all of the requirements contained in this ordinance. Local agencies may collaborate with water purveyors to define each entity’s specific responsibilities relating to this ordinance.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

### **13.05.050 Compliance with Landscape Documentation Package**

(a) Prior to construction, the local agency shall:

- (1) provide the project applicant with the ordinance and procedures for permits, plan checks, or design reviews:
- (2) review the Landscape Documentation Package submitted by the project applicant:
- (3) approve or deny the Landscape Documentation Package:
- (4) issue a permit or approve the plan check or design review for the project applicant; and
- (5) upon approval of the Landscape Documentation Package, submit a copy of the Water Efficient Landscape Worksheet to the local water purveyor.

(b) Prior to construction, the project applicant shall:

- (1) submit a Landscape Documentation Package to the local agency.

(c) Upon approval of the Landscape Documentation Package by the local agency, the project applicant shall:

- (1) receive a permit or approval of the plan check or design review and record the date of the permit in the Certificate of Completion:
- (2) submit a copy of the approved Landscape Documentation Package along with the record drawings, and any other information to the property owner or his/her designee; and

(3) submit a copy of the Water Efficient Landscape Worksheet to the local water purveyor.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

### **13.05.060 Penalties.**

(a) A local agency may establish and administer penalties to the project applicant for non-compliance with the ordinance to the extent permitted by law.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

### **13.05.070 Elements of the Landscape Documentation Package**

(a) The Landscape Documentation Package shall include the following six (6) elements:

(1) project information:

(A) date

(B) project applicant

(C) project address (if available, parcel and/or lot number(s))

(D) total landscape area (square feet)

(E) project type (e.g., new, rehabilitated, public, private, cemetery, homeowner-installed)

(F) water supply type (e.g., potable, recycled, well) and identify the local retail water purveyor if the applicant is not served by a private well

(G) checklist of all documents in Landscape Documentation Package

(H) project contacts to include contact information for the project applicant and property owner

(I) applicant signature and date with statement, "I agree to comply with the requirements of the water efficient landscape ordinance and submit a complete Landscape Documentation Package".

(2) Water Efficient Landscape Worksheet:

(A) hydrozone information table

(B) water budget calculations

1. Maximum Applied Water Allowance (MAWA)

2. Estimated Total Water Use (ETWU)

(3) soil management report:

- (4) landscape design plan:
- (5) irrigation design plan; and
- (6) grading design plan.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

### **13.05.090 Water Efficient Landscape Worksheet.**

(a) A project applicant shall complete the Water Efficient Landscape Worksheet which contains two sections (see sample worksheet in Appendix B):

- (1) a hydrozone information table (see Appendix B, Section A) for the landscape project; and
- (2) a water budget calculation (see Appendix B, Section B) for the landscape project. For the calculation of the Maximum Applied Water Allowance and Estimated Total Water Use, a project applicant shall use the ETo values from the Reference Evapotranspiration Table in Appendix A. For geographic areas not covered in Appendix A, use data from other cities located nearby in the same reference evapotranspiration zone, as found in the CIMIS Reference Evapotranspiration Zones Map, Department of Water Resources, 1999.

(b) Water budget calculations shall adhere to the following requirements:

- (1) The plant factor used shall be from WUCOLS. The plant factor ranges from 0 to 0.3 for low water use plants, from 0.4 to 0.6 for moderate water use plants, and from 0.7 to 1.0 for high water use plants.
- (2) All water features shall be included in the high-water use hydrozone and temporarily irrigated areas shall be included in the low water use hydrozone.
- (3) All Special Landscape Areas shall be identified, and their water use calculated as described below.
- (4) ETAF for Special Landscape Areas shall not exceed 1.0.

(c) Maximum Applied Water Allowance

The Maximum Applied Water Allowance shall be calculated using the equation:

$$MAWA = (ETo) (0.62) [(0.7 \times LA) + (0.3 \times SLA)]$$

The example calculations below are hypothetical to demonstrate proper use of the equations and do not represent an existing and/or planned landscape project. The ETo values used in these calculations are from the Reference Evapotranspiration Table in Appendix A, for planning purposes only. For actual irrigation scheduling, automatic irrigation controllers are required and shall use current reference evapotranspiration data, such as from the California Irrigation Management Information System (CIMIS), other equivalent data, or soil moisture sensor data.



(1) Example MAWA calculation: a hypothetical landscape project in Fresno, CA with an irrigated landscape area of 50,000 square feet without any Special Landscape Area (SLA= 0, no edible plants, recreational areas, or use of recycled water). To calculate MAWA, the annual reference evapotranspiration value for Fresno is 51.1 inches as listed in the Reference Evapotranspiration Table in Appendix A.

$$\text{MAWA} = (\text{ETo}) (0.62) [(0.7 \times \text{LA}) + (0.3 \times \text{SLA})]$$

MAWA = Maximum Applied Water Allowance (gallons per year)

ETo= Reference Evapotranspiration (inches per year)

0.62= Conversion Factor (to gallons)

0.7= ET Adjustment Factor (ETAF)

LA= Landscape Area including SLA (square feet)

0.3= Additional Water Allowance for SLA

SLA= Special Landscape Area (square feet)

$$\text{MAWA} = (51.1 \text{ inches}) (0.62) [(0.7 \times 50,000 \text{ square feet}) + (0.3 \times 0)]$$

$$= 1,108,870 \text{ gallons per year}$$

To convert from gallons per year to hundred-cubic-feet per year:

$$= 1,108,870/748 = 1,482 \text{ hundred-cubic-feet per year}$$

(100 cubic feet = 748 gallons)

(2) In this next hypothetical example, the landscape project in Fresno, CA has the same ETo value of 51.1 inches and a total landscape area of 50,000 square feet. Within the 50,000 square foot project, there is now a 2,000 square foot area planted with edible plants. This 2,000 square foot area is considered to be a Special Landscape Area.

$$\text{MAWA} = (\text{ETo}) (0.62) [(0.7 \times \text{LA}) + (0.3 \times \text{SLA})]$$

$$\text{MAWA} = (51.1 \text{ inches}) (0.62) [(0.7 \times 50,000 \text{ square feet}) + (0.3 \times 2,000 \text{ square feet})]$$

$$= 31.68 \times [35,000 + 600] \text{ gallons per year}$$

$$= 31.68 \times 35,600 \text{ gallons per year}$$

$$= 1,127,808 \text{ gallons per year or } 1,508 \text{ hundred-cubic-feet per year}$$

(d) Estimated Total Water Use.

The Estimated Total Water Use shall be calculated using the equation below. The sum of the Estimated Total Water Use calculated for all hydrozones shall not exceed MAWA.

$$ETWU = (ETo) (0.62) / [PF \times HA / IE + SLA]$$

Where

ETWU = Estimated Total Water Use per year (gallons)

ETo= Reference Evapotranspiration (inches)

PF= Plant Factor from WUCOLS (see Section 13.05.030)

HA= Hydrozone Area [high, medium, and low water use areas] (square feet)

SLA= Special Landscape Area (square feet)

0.62= Conversion Factor

IE= Irrigation Efficiency (minimum 0.71)

(1) Example ETWU calculation: landscape area is 50,000 square feet; plant water use type, plant factor, and hydrozone area are shown in the table below. The ETo value is 51.1 inches per year. There are no Special Landscape Areas (recreational area, area permanently and solely dedicated to edible plants, and area irrigated with recycled water) in this example.

Hydrozone	Plant Water Use Type(s)	Plant Factor (PF)*	Hydrozone Area (HA) (square feet)	PF x HA (square feet)
1	High	0.8	7,000	5,600
2	High	0.7	10,000	7,000
3	Medium	0.5	16,000	8,000
4	Low	0.3	7,000	2,100
5	Low	0.2	10,000	2,000
			Sum	24,700

\*Plant Factor from WUCOLS

$$ETWU = (51.1) (0.62) (24,700 / 0.71 + 0)$$

= 1,102,116 gallons per year

Compare ETWU with MAWA: For this example, MAWA = (51.1) (0.62) [(0.7 x 50,000) + (0.3 x 0)] =

1,108,870 gallons per year. The ETWU (1,102,116 gallons per year) is less than MAWA (1,108,870 gallons per year). In this example, the water budget complies with the MAWA.

(2) Example ETWU calculation: total landscape area is 50,000 square feet, 2,000 square feet of which is planted with edible plants. The edible plant area is considered a Special Landscape Area (SLA). The reference evapotranspiration value is 51.1 inches per year. The plant type, plant factor, and hydrozone area are shown in the table below.

Hydrozone	Plant Water Use Type(s)	Plant Factor (PF)*	Hydrozone Area (HA) (square feet)	PF x HA (square feet)
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1	High	0.8	7,000	5,600
2	High	0.7	9,000	6,300
3	Medium	0.5	15,000	7,500
4	Low	0.3	7,000	2,100
5	Low	0.2	10,000	2,000
			Sum	23,500
6	SLA	1.0	2,000	2,000

\*Plant Factor from WUCOLS

$$ETWU = (51.1) (0.62) (23,500/0.71 + 2,000)$$

$$= (31.68) (33,099 + 2,000)$$

$$= 1,111,936 \text{ gallons per year}$$

Compare ETWU with MAWA. For example:

$$MAWA = (51.1) (0.62) [(0.7 \times 50,000) + (0.3 \times 2,000)]$$

$$= 31.68 \times 35,000 + 600$$

$$= 31.68 \times 35,600$$

$$= 1,127,808 \text{ gallons per year}$$

The ETWU (1,111,936 gallons per year) is less than MAWA (1,127,808 gallons per year) For this example, the water budget complies with the MAWA.

Note: Authority Cited: Section 65595, Government Code. Reference Section 65596, Government Code.

### 13.05.100 Soil Management Report.

(a) In order to reduce runoff and encourage healthy plant growth, a soil management report shall be completed by the project applicant, or his/her designee, as follows:

(1) Submit soil samples to a laboratory for analysis and recommendations.

(A) Soil sampling shall be conducted in accordance with laboratory protocol, including protocols regarding adequate sampling depth for the intended plants.

(B) The soil analysis may include:

1. Soil texture:
2. Infiltration rate determined by laboratory test or soil texture infiltration rate table:
3. pH:
4. Total soluble salts:

5. Sodium:
6. Percent organic matter; and
7. Recommendations.

(2) The project applicant, or his/her designee, shall comply with one of the following:

(A) If significant mass grading is not planned, the soil analysis report shall be submitted to the local agency as part of the Landscape Documentation Package; or

(B) If significant mass grading is planned, the soil analysis report shall be submitted to the local agency as part of the Certificate of Completion.

(3) The soil analysis report shall be made available, in a timely manner, to the professionals preparing the landscape design plans and irrigation design plans to make any necessary adjustments to the design plans.

(4) The project applicant, or his/her designee, shall submit documentation verifying implementation of soil analysis report recommendations to the local agency with Certificate of Completion.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

#### **13.05.110 Landscape Design Plan.**

(a) For the efficient use of water, a landscape shall be carefully designed and planned for the intended function of the project. A landscape design plan meeting the following design criteria shall be submitted as part of the Landscape Documentation Package.

(1) Plant Material

(A) Any plant may be selected for the landscape, providing the Estimated Total Water Use in the landscape area does not exceed the Maximum Applied Water Allowance. To encourage the efficient use of water, the following is highly recommended:

1. protection and preservation of native species and natural vegetation:
2. selection of water-conserving plant and turf species:
3. selection of plants based on disease and pest resistance:
4. selection of trees based on applicable local tree ordinances or tree shading guidelines;  
and
5. selection of plants from local and regional landscape program plant lists.

(B) Each hydrozone shall have plant materials with similar water use, with the exception of hydrozones with plants of mixed water use, as specified in Section 13.05.120(a)(2)(D).

(C) Plants shall be selected and planted appropriately based upon their adaptability to the climatic, geologic, and topographical conditions of the project site. To encourage the efficient use of water, the following is highly recommended:

1. use the Sunset Western Climate Zone System which takes into account temperature, humidity, elevation, terrain, latitude, and varying degrees of continental and marine influence on local climate:
2. recognize the horticultural attributes of plants (i.e., mature plant size, invasive surface roots) to minimize damage to property or infrastructure [e.g., buildings, sidewalks, power lines]; and
3. consider the solar orientation for plant placement to maximize summer shade and winter solar gain.

(D) Turf is not allowed on slopes greater than 25% where the toe of the slope is adjacent to an impermeable hardscape and where 25% means 1 foot of vertical elevation change for every 4 feet of horizontal length (rise divided by run x 100 = slope percent).

(E) A landscape design plan for projects in fire-prone areas shall address fire safety and prevention. A defensible space or zone around a building or structure is required per Public Resources Code Section 4291(a) and (b). Avoid fire-prone plant materials and highly flammable mulches.

(F) The use of invasive and/or noxious plant species is strongly discouraged.

G) The architectural guidelines of a common interest development, which include community apartment projects, condominiums, planned developments, and stock cooperatives, shall not prohibit or include conditions that have the effect of prohibiting the use of low water use plants as a group.

## (2) Water Features

(A) Recirculating water systems shall be used for water features.

(B) Where available, recycled water shall be used as a source for decorative water features.

(C) Surface area of a water feature shall be included in the high-water use hydrozone area of the water budget calculation.

(D) Pool and spa covers are highly recommended.

## (3) Mulch and Amendments

(A) A minimum two-inch (2") layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated.

(B) Stabilizing mulching products shall be used on slopes.

(C) The mulching portion of the seed/mulch slurry in hydro-seeded applications shall meet the mulching requirement.

(D) Soil amendments shall be incorporated according to recommendations of the soil report and what is appropriate for the plants selected (see Section 13.05.100).

(b) The landscape design plan, at a minimum, shall:

(1) delineate and label each hydrozone by number, letter, or other method:

(2) identify each hydrozone as low, moderate, high water, or mixed water use. Temporarily irrigated areas of the landscape shall be included in the low water use hydrozone for the water budget calculation:

(3) identify recreational areas:

(4) identify areas permanently and solely dedicated to edible plants:

(5) identify areas irrigated with recycled water:

(6) identify type of mulch and application depth:

(7) identify soil amendments, type, and quantity:

(8) identify type and surface area of water features:

(9) identify hardscapes (pervious and non-pervious):

(10) identify location and installation details of any applicable stormwater best management practices that encourage on-site retention and infiltration of stormwater. Stormwater best management practices are encouraged in the landscape design plan and examples include, but are not limited to:

(A) infiltration beds, swales, and basins that allow water to collect and soak into the ground:

(B) constructed wetlands and retention ponds that retain water, handle excess flow, and filter pollutants; and

(C) pervious or porous surfaces (e.g., permeable pavers or blocks, pervious or porous concrete, etc.) that minimize runoff.

(11) identify any applicable rain harvesting or catchment technologies (e.g., rain gardens, cisterns, etc.);

(12) contain the following statement: "I have complied with the criteria of the ordinance and applied them for the efficient use of water in the landscape design plan"; and

(13) bear the signature of a licensed landscape architect, licensed landscape contractor, or any other person authorized to design a landscape. (See Sections 5500.1, 5615, 5641, 5641.1, 5641.2, 5641.3, 5641.4, 5641.5, 5641.6, 6701, 7027.5 of the Business and Professions Code, Section 832.27 of Title 16 of the California Code of Regulations, and Section 6721 of the Food and Agriculture Code.)



Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code and Section 1351, Civil Code.

### **13.05.120 Irrigation Design Plan.**

(a) For the efficient use of water, an irrigation system shall meet all the requirements listed in this section and the manufacturers' recommendations. The irrigation system and its related components shall be planned and designed to allow for proper installation, management, and maintenance. An irrigation design plan meeting the following design criteria shall be submitted as part of the Landscape Documentation Package.

#### (1) System

(A) Dedicated landscape water meters are highly recommended on landscape areas smaller than 5,000 square feet to facilitate water management.

(B) Automatic irrigation controllers utilizing either evapotranspiration or soil moisture sensor data shall be required for irrigation scheduling in all irrigation systems.

(C) The irrigation system shall be designed to ensure that the dynamic pressure at each emission device is within the manufacturer's recommended pressure range for optimal performance.

1. If the static pressure is above or below the required dynamic pressure of the irrigation system, pressure-regulating devices such as inline pressure regulators, booster pumps, or other devices shall be installed to meet the required dynamic pressure of the irrigation system.

2. Static water pressure, dynamic or operating pressure. and flow reading of the water supply shall be measured at the point of connection. These pressure and flow measurements shall be conducted at the design stage. If the measurements are not available at the design stage, the measurements shall be conducted at installation.

(D) Sensors (rain, freeze, wind, etc.), either integral or auxiliary, that suspend or alter irrigation operation during unfavorable weather conditions shall be required on all irrigation systems, as appropriate for local climatic conditions. Irrigation should be avoided during windy or freezing weather or during rain.

(E) Manual shut-off valves (such as a gate valve, ball valve, or butterfly valve) shall be required, as close as possible to the point of connection of the water supply, to minimize water loss in case of an emergency (such as a main line break) or routine repair.

(F) Backflow prevention devices shall be required to protect the water supply from contamination by the irrigation system. A project applicant shall refer to the applicable local agency code (i.e., public health) for additional backflow prevention requirements.

(G) High flow sensors that detect and report high flow conditions created by system damage or malfunction are recommended.

(H) The irrigation system shall be designed to prevent runoff, low head drainage, overspray, or other similar conditions where irrigation water flows onto non-targeted areas, such as adjacent property, non-irrigated areas, hardscapes, roadways, or structures.

(I) Relevant information from the soil management plan, such as soil type and infiltration rate, shall be utilized when designing irrigation systems.

(J) The design of the irrigation system shall conform to the hydrozones of the landscape design plan.

(K) The irrigation system must be designed and installed to meet, at a minimum, the irrigation efficiency criteria as described in Section 13.05.090 regarding the Maximum Applied Water Allowance.

(L) It is highly recommended that the project applicant or local agency inquire with the local water purveyor about peak water operating demands (on the water supply system) or water restrictions that may impact the effectiveness of the irrigation system.

(M) In mulched planting areas, the use of low volume irrigation is required to maximize water infiltration into the root zone.

(N) Sprinkler heads and other emission devices shall have matched precipitation rates, unless otherwise directed by the manufacturer's recommendations.

(O) Head to head coverage is recommended. However, sprinkler spacing shall be designed to achieve the highest possible distribution uniformity using the manufacturer's recommendations.

(P) Swing joints or other riser-protection components are required on all risers subject to damage that are adjacent to high traffic areas.

(Q) Check valves or anti-drain valves are required for all irrigation systems.

(R) Narrow or irregularly shaped areas, including turf, less than eight (8) feet in width in any direction shall be irrigated with subsurface irrigation or low volume irrigation system.

(S) Overhead irrigation shall not be permitted within 24 inches of any non-permeable surface. Allowable irrigation within the setback from non-permeable surfaces may include drip, drip line, or other low flow non-spray technology. The setback area may be planted or unplanted. The surfacing of the setback may be mulch, gravel, or other porous material. These restrictions may be modified if:

(1) the landscape area is adjacent to permeable surfacing and no runoff occurs; or

(2) the adjacent non-permeable surfaces are designed and constructed to drain entirely to landscaping; or

(3) the irrigation designer specifies an alternative design or technology, as part of the Landscape Documentation Package and clearly demonstrates strict adherence to irrigation system design criteria in Section 13.05.120 (a)(1)(H). Prevention of overspray and runoff must be confirmed during the irrigation audit.

(T) Slopes greater than 25% shall not be irrigated with an irrigation system with a precipitation rate exceeding 0.75 inches per hour. This restriction may be modified if the landscape designer specifies an alternative design or technology, as part of the Landscape Documentation Package, and clearly demonstrates no runoff or erosion will occur. Prevention of runoff and erosion must be confirmed during the irrigation audit.

(2) Hydrozone

(A) Each valve shall irrigate a hydrozone with similar site, slope, sun exposure, soil conditions, and plant materials with similar water use.

(B) Sprinkler heads and other emission devices shall be selected based on what is appropriate for the plant type within that hydrozone.

(C) Where feasible, trees shall be placed on separate valves from shrubs, groundcovers, and turf.

(D) Individual hydrozones that mix plants of moderate and low water use, or moderate and high water use, may be allowed if:

1. plant factor calculation is based on the proportions of the respective plant water uses and their plant factor; or

2. the plant factor of the higher water using plant is used for calculations.

(E) Individual hydrozones that mix high and low water use plants shall not be permitted.

(F) On the landscape design plan and irrigation design plan, hydrozone areas shall be designated by number, letter, or other designation. On the irrigation design plan, designate the areas irrigated by each valve, and assign a number to each valve. Use this valve number in the Hydrozone Information Table (see Appendix B Section A). This table can also assist with the irrigation audit and programming the controller.

(b) The irrigation design plan, at a minimum, shall contain:

(1) location and size of separate water meters for landscape;

(2) type and size of all components of the irrigation system, including controllers, main and lateral lines, valves, sprinkler heads, moisture sensing devices, rain switches, quick couplers, pressure regulators, and backflow prevention devices;

(3) static water pressure at the point of connection to the public water supply;

(4) low rate (gallons per minute), application rate (inches per hour), and design operating pressure (pressure per square inch) for each station;

(5) recycled water irrigation systems as specified in Section 13.05.190;

(6) the following statement: “I have complied with the criteria of the ordinance and applied them accordingly for the efficient use of water in the irrigation design plan”; and

(7) the signature of a licensed landscape architect, certified irrigation designer, licensed landscape contractor, or any other person authorized to design an irrigation system. (See Sections 5500.1, 5615, 5641, 5641.1, 5641.2, 5641.3, 5641.4, 5641.5, 5641.6, 6701, 7027.5 of the Business and Professions Code, Section 832.27 of Title 16 of the California Code of Regulations, and Section 6721 of the Food and Agricultural Code.)

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

### **13.05.130 Grading Design Plan.**

(a) For the efficient use of water, grading of a project site shall be designed to minimize soil erosion, runoff, and water waste. A grading plan shall be submitted as part of the Landscape Documentation Package. A comprehensive grading plan prepared by a civil engineer for other local agency permits satisfies this requirement.

1. The project applicant shall submit a landscape grading plan that indicates finished configurations and elevations of the landscape area including:

- (A) height of graded slopes;
- (B) drainage patterns;
- (C) pad elevations;
- (D) finish grade; and
- (E) stormwater retention improvements, if applicable.

2. To prevent excessive erosion and runoff, it is highly recommended that project applicants:

- (A) grade so that all irrigation and normal rainfall remains within property lines and does not drain on to non-permeable hardscapes;
- (B) avoid disruption of natural drainage patterns and undisturbed soil; and
- (C) avoid soil compaction in landscape areas.

3. The grading design plan shall contain the following statement: “I have complied with the criteria of the ordinance and applied them accordingly for the efficient use of water in the grading design plan” and shall bear the signature of a licensed professional as authorized by law.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

### **13.05.140 Certificate of Completion**

(a) The Certificate of Completion (see Appendix C for a sample certificate) shall include the following six (6) elements:

(1) project information sheet that contains:

- (A) date;
- (B) project name;
- (C) project applicant name, telephone, and mailing address;
- (D) project address and location; and
- (E) property owner name, telephone, and mailing address;

(2) certification by either the signer of the landscape design plan, the signer of the irrigation design plan, or the licensed landscape contractor that the landscape project has been installed per the approved Landscape Documentation Package;

(A) where there have been significant changes made in the field during construction, these "as-built" or record drawings shall be included with the certification;

(3) irrigation scheduling parameters used to set the controller (see Section 13.05.150);

(4) landscape and irrigation maintenance schedule (see Section 13.05.160);

(5) irrigation audit report (see Section 13.05.170); and

(6) soil analysis report, if not submitted with Landscape Documentation Package, and documentation verifying implementation of soil report recommendations (see Section 13.05.100).

(b) The project applicant shall:

(1) submit the signed Certificate of Completion to the local agency for review;

(2) ensure that copies of the approved Certificate of Completion are submitted to the local water purveyor and property owner or his or her designee.

(c) The local agency shall:

(1) receive the signed Certificate of Completion from the project applicant;

(2) approve or deny the Certificate of Completion. If the Certificate of Completion is denied, the local agency shall provide information to the project applicant regarding reapplication, appeal, or other assistance.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

### **13.05.150 Irrigation Scheduling.**

(a) For the efficient use of water, all irrigation schedules shall be developed, managed, and evaluated to utilize the minimum amount of water required to maintain plant health. Irrigation schedules shall meet the following criteria:

(1) Irrigation scheduling shall be regulated by automatic irrigation controllers.

(2) Overhead irrigation shall be scheduled between 8:00 p.m. and 10:00 a.m. unless weather conditions prevent it. If allowable hours of irrigation differ from the local water purveyor, the stricter of the two shall apply. Operation of the irrigation system outside the normal watering window is allowed for auditing and system maintenance.

(3) For implementation of the irrigation schedule, particular attention must be paid to irrigation run times, emission device, flow rate, and current reference evapotranspiration, so that applied water meets the Estimated Total Water Use. Total annual applied water shall be less than or equal to Maximum Applied Water Allowance (MAWA). Actual irrigation schedules shall be regulated by automatic irrigation controllers using current reference evapotranspiration data (e.g., CIMIS) or soil moisture sensor data.

(4) Parameters used to set the automatic controller shall be developed and submitted for each of the following:

(A) the plant establishment period;

(B) the established landscape; and

(C) temporarily irrigated areas.

(5) Each irrigation schedule shall consider for each station all of the following that apply:

(A) irrigation interval (days between irrigation);

(B) irrigation run times (hours or minutes per irrigation event to avoid runoff);

(C) number of cycle starts required for each irrigation event to avoid runoff;

(D) amount of applied water scheduled to be applied on a monthly basis;

(E) application rate setting;

(F) root depth setting;

(G) plant type setting;

(H) soil type;

(I) slope factor setting;

(J) shade factor setting; and

(K) irrigation uniformity or efficiency setting.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.



**13.05.160 Landscape and Irrigation Maintenance Schedule.**

(a) Landscapes shall be maintained to ensure water use efficiency. A regular maintenance schedule shall be submitted with the Certificate of Completion.

(b) A regular maintenance schedule shall include, but not be limited to, routine inspection; adjustment and repair of the irrigation system and its components; aerating and dethatching turf areas; replenishing mulch; fertilizing; pruning; weeding in all landscape areas, and removing and obstruction to emission devices. Operation of the irrigation system outside the normal watering window is allowed for auditing and system maintenance.

(c) Repair of all irrigation equipment shall be done with the originally installed components or their equivalents.

(d) A project applicant is encouraged to implement sustainable or environmentally friendly practices for overall landscape maintenance.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

**13.05.170 Irrigation Audit, Irrigation Survey, and Irrigation Water Use Analysis.**

(a) All landscape irrigation audits shall be conducted by a certified landscape irrigation auditor.

(b) For new construction and rehabilitated landscape projects installed after January 1, 2010, as described in Section 13.05.020:

(1) the project applicant shall submit an irrigation audit report with the Certificate of Completion to the local agency that may include, but is not limited to: inspection, system tune-up, system test with distribution uniformity, reporting overspray or run off that causes overland flow, and preparation of an irrigation schedule;

(2) the local agency shall administer programs that may include, but not be limited to, irrigation water use analysis, irrigation audits, and irrigation surveys for compliance with the Maximum Applied Water Allowance.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

**13.05.180 Irrigation Efficiency.**

For the purpose of determining Maximum Applied Water Allowance, average irrigation efficiency is assumed to be 0.71. Irrigation systems shall be designed, maintained, and managed to meet or exceed an average landscape irrigation efficiency of 0.71.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

**13.05.190 Recycled Water.**

(a) The installation of recycled water irrigation systems shall allow for the current and future use of recycled water, unless a written exemption has been granted as described in Section 13.05.190(b).

(b) Irrigation systems and decorative water features shall use recycled water unless a written exemption has been granted by the local water purveyor stating that recycled water meeting all public health codes and standards is not available and will not be available for the foreseeable future.

(c) All recycled water irrigation systems shall be designed and operated in accordance with all applicable local and State laws.

(d) Landscapes using recycled water are considered Special Landscape Areas. The ET Adjustment Factor for Special Landscape Areas shall not exceed 1.0.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

### **13.05.200 Stormwater Management.**

(a) Stormwater management practices minimize runoff and increase infiltration which recharges groundwater and improves water quality. Implementing stormwater best management practices into the landscape and grading design plans to minimize runoff and to increase on-site retention and infiltration are encouraged.

(b) Project applicants shall refer to the local agency or Regional Water Quality Control Board for information on any applicable stormwater ordinances and stormwater management plans.

(c) Rain gardens, cisterns, and other landscapes features and practices that increase rainwater capture and create opportunities for infiltration and/or onsite storage are recommended.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

### **13.05.210 Public Education.**

Publications. Education is a critical component to promote the efficient use of water in landscapes. The use of appropriate principles of design, installation, management and maintenance that save water is encouraged in the community.

(a) A local agency shall provide information to owners of new, single-family residential homes regarding the design, installation, management, and maintenance of water efficient landscapes.

Model Homes. All model homes that are landscaped shall use signs and written information to demonstrate the principles of water efficient landscapes described in this ordinance.

(1) Signs shall be used to identify the model as an example of a water efficient landscape featuring elements such as hydrozones, irrigation equipment, and others that contribute to the overall water efficient theme.

(2) Information shall be provided about designing, installing, managing, and maintaining water efficient landscapes.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

**13.05.220 Environmental Review.**

(a) The local agency must comply with the California Environmental Quality Act (CEQA), as appropriate.

Note: Authority cited: Section 21082, Public Resources Code. Reference: Sections 21080, 21082, Public Resources Code.

**13.05.230 Provisions for Existing Landscapes.**

(a) A local agency may designate another agency, such as a water purveyor, to implement some or all of the requirements contained in this ordinance. Local agencies may collaborate with water purveyors to define each entity's specific responsibilities relating to this ordinance.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

**13.05.240 Irrigation Audit, Irrigation Survey, and Irrigation Water Use Analysis.**

(a) This section, 13.05.240, shall apply to all existing landscapes that were installed before January 1, 2010 and are over one acre in size.

(1) For all landscapes in 13.05.240(a) that have a water meter, the local agency shall administer programs that may include, but not be limited to, irrigation water use analyses, irrigation surveys, and irrigation audits to evaluate water use and provide recommendations as necessary to reduce landscape water use to a level that does not exceed the Maximum Applied Water Allowance for existing landscapes. The Maximum Applied Water Allowance for existing landscapes shall be calculated as:  $MAWA = (0.8) (ET_o)(LA)(0.62)$ .

(2) For all landscapes in 13.05.240(a), that do not have a meter, the local agency shall administer programs that may include, but not be limited to, irrigation surveys and irrigation audits to evaluate water use and provide recommendations as necessary in order to prevent water waste.

(b) All landscape irrigation audits shall be conducted by a certified landscape irrigation auditor.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

**13.05.250 Water Waste Prevention.**

(a) Local agencies shall prevent water waste resulting from inefficient landscape irrigation by prohibiting runoff from leaving the target landscape due to low head drainage, overspray, or other similar conditions where water flows onto adjacent property, non-irrigated areas, walks, roadways, parking lots, or structures. Penalties for violation of these prohibitions shall be established locally.

(b) Restrictions regarding overspray and runoff may be modified if:

- (1) the landscape area is adjacent to permeable surfaces and no runoff occurs; or
- (2) the adjacent non-permeable surfaces are designed and constructed to drain entirely to landscaping.

Note: Authority cited: Section 65594, Government Code. Reference: Section 65596, Government Code.

**13.05.260 Effective Precipitation.**

A local agency may consider Effective Precipitation (25% of annual precipitation) in tracking water use and may use the following equation to calculate Maximum Applied Water Allowance:

$$\text{MAWA} = (\text{ETo} - \text{Eppt}) (0.62) [(0.7 \times \text{LA}) + (0.3 \times \text{SLA})].$$

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

**SECTION 2.** This ordinance shall be in full force and effect thirty (30) days after its passage, adoption and approval.

The foregoing ordinance read by title only with waiving of the reading in full was introduced at a regularly scheduled meeting of the City Council on the 14<sup>th</sup> day of April 2020.

**PASSED, APPROVED AND ADOPTED** at a regular meeting of the City Council held on the 14<sup>th</sup> day of April 2020.

ATTEST:

CITY COUNCIL OF THE CITY OF LINDSAY

\_\_\_\_\_  
Juana Espinoza, Deputy City Clerk

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

Appendices.

**Appendix A-Reference Evapotranspiration (ETo) Table (See State website for complete list of counties)**

Appendix A - Reference Evapotranspiration (ETo) Table*													
County and City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual ETo
<b>TRINITY</b>													
Hay Fork	0.5	1.1	2.3	3.5	4.9	5.9	7.0	6.0	4.5	2.8	0.9	0.7	40.1
Weaverville	0.6	1.1	2.2	3.3	4.9	5.9	7.3	6.0	4.4	2.7	0.9	0.7	40.0
<b>TULARE</b>													
Alpaugh	0.9	1.7	3.4	4.8	6.6	7.7	8.2	7.3	5.4	3.4	1.4	0.7	51.6
Badger	1.0	1.3	2.7	4.1	6.0	7.3	7.7	7.0	4.8	3.3	1.4	0.7	47.3
Delano	1.1	1.9	4.0	4.9	7.2	7.9	8.1	7.3	5.4	3.2	1.5	1.2	53.6
Dinuba	1.1	1.5	3.2	4.7	6.2	7.7	8.5	7.3	5.3	3.4	1.4	0.7	51.2
Lindcove	0.9	1.6	3.0	4.8	6.5	7.6	8.1	7.2	5.2	3.4	1.6	0.9	50.6
Porterville	1.2	1.8	3.4	4.7	6.6	7.7	8.5	7.3	5.3	3.4	1.4	0.7	52.1
Visalia	0.9	1.7	3.3	5.1	6.8	7.7	7.9	6.9	4.9	3.2	1.5	0.8	50.7
<b>TUOLUMNE</b>													
Groveland	1.1	1.5	2.8	4.1	5.7	7.2	7.9	6.6	5.1	3.3	1.4	0.7	47.5
Sonora	1.1	1.5	2.8	4.1	5.8	7.2	7.9	6.7	5.1	3.2	1.4	0.7	47.6
<b>VENTURA</b>													
Camarillo	2.2	2.5	3.7	4.3	5.0	5.2	5.9	5.4	4.2	3.0	2.5	2.1	46.1
Oxnard	2.2	2.5	3.2	3.7	4.4	4.6	5.4	4.8	4.0	3.3	2.4	2.0	42.3
Piru	2.8	2.8	4.1	5.6	6.0	6.8	7.6	7.8	5.8	5.2	3.7	3.2	61.5
Port Hueneme	2.0	2.3	3.3	4.6	4.9	4.9	4.9	5.0	3.7	3.2	2.5	2.2	43.5
Thousand Oaks	2.2	2.6	3.4	4.5	5.4	5.9	6.7	6.4	5.4	3.9	2.6	2.0	51.0
Ventura	2.2	2.6	3.2	3.8	4.6	4.7	5.5	4.9	4.1	3.4	2.5	2.0	43.5
<b>YOLO</b>													
Bryte	0.9	1.7	3.3	5.0	6.4	7.5	7.9	7.0	5.2	3.5	1.6	1.0	51.0
Davis	1.0	1.9	3.3	5.0	6.4	7.6	8.2	7.1	5.4	4.0	1.8	1.0	52.5
Esparto	1.0	1.7	3.4	5.5	6.9	8.1	8.5	7.5	5.8	4.2	2.0	1.2	55.8
Winters	1.7	1.7	2.9	4.4	5.8	7.1	7.9	6.7	5.3	3.3	1.6	1.0	49.4
Woodland	1.0	1.8	3.2	4.7	6.1	7.7	8.2	7.2	5.4	3.7	1.7	1.0	51.6
Zamora	1.1	1.9	3.5	5.2	6.4	7.4	7.8	7.0	5.5	4.0	1.9	1.2	52.8
<b>YUBA</b>													
Browns Valley	1.0	1.7	3.1	4.7	6.1	7.5	8.5	7.6	5.7	4.1	2.0	1.1	52.9
Brownsville	1.1	1.4	2.6	4.0	5.7	6.8	7.9	6.8	5.3	3.4	1.5	0.9	47.4
* The values in this table were derived from:													
1) California Irrigation Management Information System (CIMIS);													
2) Reference EvapoTranspiration Zones Map, UC Dept. of Land, Air & Water Resources and California Dept of Water Resources 1999; and													
3) Reference Evapotranspiration for California, University of California, Department of Agriculture and Natural Resources (1987) Bulletin 1922 4) Determining Daily Reference Evapotranspiration, Cooperative Extension UC Division of Agriculture and Natural Resources (1987), Publication Leaflet 21426													

**Appendix B – Sample Water Efficient Landscape Worksheet.**

**WATER EFFICIENT LANDSCAPE WORKSHEET**

This worksheet is filled out by the project applicant and it is a required element of the Landscape Documentation Package.

Please complete all sections (A and B) of the worksheet.

**SECTION A. HYDROZONE INFORMATION TABLE**

Please complete the hydrozone table(s) for each hydrozone. Use as many tables as necessary to provide the square footage of landscape area per hydrozone.

Hydrozone*	Zone or Valve	Irrigation Method**	Area (Sq. Ft.)	% of Landscape Area
	<b>Total</b>			<b>100%</b>

**\*Hydrozone**

- HW= High Water Use Plants
- MW = Moderate Water se Plants
- LW = Low Water Use Plants

**\*\*Irrigation Method**

- MS = Micro-spray
- S = Spray
- R = Rotor
- B = Bubbler
- D= Drip
- O = Other

**SECTION B. WATER BUDGET CALCULATIONS**

**Section B1. Maximum Applied Water Allowance (MAWA)**

The project's Maximum Applied Water Allowance shall be calculated using this equation:

$$\text{MAWA} = (\text{ETo}) (0.62) [(0.7 \times \text{LA}) + (0.3 \times \text{SLA})]$$

where:

MAWA = Maximum Applied Water Allowance (gallons per year)

ETo= Reference Evapotranspiration from Appendix A (inches per year)

0.7= ET Adjustment Factor (ETAF)

LA= Landscaped Area includes Special Landscape Area (square feet)

0.62= Conversion factor (to gallons per square foot)

SLA= Portion of the landscape area identified as Special Landscape Area (square feet)

0.3= the additional ET Adjustment Factor for Special Landscape Area (1.0 - 0.7 = 0.3)

**Maximum Applied Water Allowance = \_\_\_\_\_ gallons per year**

Show calculations.

**Effective Precipitation (Eppt)**

If considering Effective Precipitation, use 25% of annual precipitation. Use the following equation to calculate Maximum Applied Water Allowance:

$$\text{MAWA} = (\text{ETo} - \text{Eppt}) (0.62) [(0.7 \times \text{LA}) + (0.3 \times \text{SLA})]$$

**Maximum Applied Water Allowance = \_\_\_\_\_ gallons per year**

Show calculations.





**Section B2. Estimated Total Water Use (ETWU)**

The project’s Estimated Total Water Use is calculated using the following formula:

$$ETWU = (ETo)(0.62 [PF \times HA/IE + SLA])$$

where:

ETWU = Estimated total water use per year (gallons per year)

ETo= Reference Evapotranspiration (inches per year)

PF= Plant Factor from WUCOLS (see Definitions)

HA= Hydrozone Area [high, medium, and low water use areas] (square feet)

SLA= Special Landscape Area (square feet)

0.62= Conversion Factor (to gallons per square foot)

IE= Irrigation Efficiency (minimum 0.71)

**Hydrozone Table for Calculating ETWU**

Please complete the hydrozone table(s). Use as many tables as necessary.

Hydrozone	Plant Water Use Type(s)	Plant Factor (PF)	Area (HA) (square feet)	PF x HA (square feet)
			Sum	
	SLA			

**Estimated Total Water Use = \_\_\_\_\_gallons**

Show calculations.



**Appendix C – Sample Certificate of Completion.**

**CERTIFICATE OF COMPLETION**

This certificate is filled out by the project applicant upon completion of the landscape project.

**PART 1. PROJECT INFORMATION SHEET**

Date		
Project Name		
Name of Project Applicant	Telephone No.	
	Fax No.	
Title	Email Address	
Company	Street Address	
City	State	Zip Code

**Project Address and Location:**

Street Address		Parcel, tract or lot number, if available.
City		Latitude/Longitude (optional)
State	Zip Code	

**Property Owner or his/her designee:**

Name	Telephone No.	
	Fax No.	
Title	Email Address	
Company	Street Address	
City	State	Zip Code

**Property Owner**

“I/we certify that I/we have received copies of all the documents within the Landscape Documentation Package and the Certificate of Completion and that it is our responsibility to see that the project is maintained in accordance with the Landscape and Irrigation Maintenance Schedule.”

\_\_\_\_\_  
Property Owner Signature

\_\_\_\_\_  
Date

**Please answer the questions below:**

1. Date the Landscape Documentation Package was submitted to the local agency \_\_\_\_\_
2. Date the Landscape Documentation Package was approved by the local agency \_\_\_\_\_

3. Date that a copy of the Water Efficient Landscape Worksheet (including the Water Budget Calculation) was submitted to the local water purveyor\_\_\_\_\_

**PART 2. CERTIFICATION OF INSTALLATION ACCORDING TO THE LANDSCAPE DOCUMENTATION PACKAGE**

“I/we certify that based upon periodic site observations, the work has been substantially completed in accordance with the ordinance and that the landscape planting and irrigation installation conform with the criteria and specifications of the approved Landscape Documentation Package.”

Signature*	Date	
Name (print)	Telephone No.	
	Fax No.	
Title	Email Address	
License No. or Certification No.		
Company	Street Address	
City	State	Zip Code

\*Signer of the landscape design plan, signer of the irrigation plan, or a licensed landscape contractor.

**PART 3. IRRIGATION SCHEDULING**

Attach parameters for setting the irrigation schedule on controller per ordinance Section 13.05.150.

**PART 4. SCHEDULE OF LANDSCAPE AND IRRIGATION MAINTENANCE**

Attach schedule of Landscape and Irrigation Maintenance per ordinance Section 13.05.160.

**PART 5. LANDSCAPE IRRIGATION AUDIT REPORT**

Attach Landscape Irrigation Audit Report per ordinance Section 13.05.170.

**PART 6. SOIL MANAGEMENT REPORT**

Attach soil analysis report, if not previously submitted with the Landscape Documentation Package per ordinance Section 13.05.100.

Attach documentation verifying implementation of recommendations from soil analysis report per ordinance Section 13.05.100.

# STAFF REPORT



TO: LINDSAY CITY COUNCIL  
 DATE: April 14, 2020  
 AGENDA #: 7  
 FROM: Joseph M. Tanner, City Manager

## Omni Family Health Rent Deferral Amendment

**ACTION** Approve by Minute Order

**PURPOSE**

- Statutory/Contractual Requirement*
- Council Vision/Priority*
- Discretionary Action*
- Plan Implementation*

**OBJECTIVE(S)**

- Live in a safe, clean, comfortable and healthy environment.
- Increase our keen sense of identity in a 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 self-reliant city government that provides effective, basic services.

## RECOMMENDATION

Staff is recommending approval by minute order a modified payment schedule for Omni Family Health by deferring payments for two months and authorize the City Manager to allow for an additional deferment of one month if conditions of COVID-19 persist.

## BACKGROUND | ANALYSIS

The COVID-19 pandemic is impacting businesses, non-profits and governments around the globe. The virus is affecting the economy and normal life as we know it. In response, Omni Family Health has consolidated operations and temporarily closed multiple locations throughout the Central Valley including in the City of Lindsay. To mitigate the effects of the pandemic Omni has requested a rent waiver or deferral for the months of April and June. Considering the timing of the pandemic ending is currently unknown staff is also requesting allowing the City Manager to defer an additional month if necessary. Below are two payment scenarios for a two- or three-month deferral of payments.

### Payment Schedule for 2 months deferred

	Regular Payment	Deferred	Total Payment Due
April	\$0	\$8,126.55	\$0
May	\$0	\$8,126.55	\$0
	Regular Payment	Deferred Payment	Total Payment Due
June to November	\$8,126.55	\$2,708.85	\$10,835.40 (per month)

# STAFF REPORT



TO: LINDSAY CITY COUNCIL  
 DATE: April 14, 2020  
 AGENDA #: 7  
 FROM: Joseph M. Tanner, City Manager

## Payment Schedule for 3 months deferred

	Regular Payment	Deferred	Total Payment Due
April	\$0	\$8,126.55	\$0
May	\$0	\$8,126.55	\$0
June	\$0	\$8,126.55	\$0
	Regular Payment	Deferred Payment	Total Payment Due
July to December	\$8,126.55	\$4,063.27	\$12,189.25

## BENEFIT TO OR IMPACT ON CITY RESOURCES

Omni Family Health pays \$8,126.55 per month or \$97,518.60 annually for rent and utilities. The revenue generated goes directly into Fund 400 – Wellness Center. Fund 400 pays for wages, benefits, debt service, insurance, utilities, maintenance for the Wellness Center. The City would have to carry or float the cash needed to operate these services but eventual would be made whole once rent is caught up.

**FY2019/2020 YTD total: \$73,138.95**

FUND/DEPT	ACCOUNT	ACCOUNT TITLE	DATE	PERIOD	RECEIPTS	DESCRIPTION
400 - WELLNESS CENTER	345050	LEASE/RENT RECEIPTS	07/03/19	1	8126.55	OMNI HEALTH
400 - WELLNESS CENTER	345050	LEASE/RENT RECEIPTS	08/05/19	2	8126.55	OMNI FAMILY HEALTH
400 - WELLNESS CENTER	345050	LEASE/RENT RECEIPTS	09/05/19	3	8126.55	OMNI FAMILYT HEALTH
400 - WELLNESS CENTER	345050	LEASE/RENT RECEIPTS	10/03/19	4	8126.55	OMNI FAMILY HEALTH-OCT
400 - WELLNESS CENTER	345050	LEASE/RENT RECEIPTS	11/04/19	5	8126.55	OMNI FAMILY HEALTH
400 - WELLNESS CENTER	345050	LEASE/RENT RECEIPTS	12/04/19	6	8126.55	OMNI FAMILY HELATH

# STAFF REPORT



TO: LINDSAY CITY COUNCIL  
 DATE: April 14, 2020  
 AGENDA #: 7  
 FROM: Joseph M. Tanner, City Manager

400 - WELLNESS CENTER	345050	LEASE/RENT RECEIPTS	01/07/20	7	8126.55	OMNI FAMILY HEALTH
400 - WELLNESS CENTER	345050	LEASE/RENT RECEIPTS	02/05/20	8	8126.55	OMNI FAMILY HEALTH
400 - WELLNESS CENTER	345050	LEASE/RENT RECEIPTS	03/04/20	9	8126.55	OMNI FAMILY HEALTH
					<b>73,138.95</b>	

## ENVIRONMENTAL REVIEW

Not required by CEQA  
 If required by CEQA:

## POLICY ISSUES

No policy issues  
 Policy issues:

## PUBLIC OUTREACH

Posted in this agenda  
 Additional public outreach:

## ATTACHMENTS

- Commercial Lease Agreement – Omni – Lindsay Wellness Center
- Letter of Request from Omni Family Health

THIS LEASE (the "Lease") dated this 28<sup>th</sup> day of AUGUST, 2018, between the City of Lindsay of 251 E. Honolulu, P.O. Box 369, Lindsay, Ca. 93247 (559.562.7102) (the "Landlord") and Omni Family Health, a California non-profit public benefit corporation, the principal office of which is located at 4900 California Avenue, Fourth Floor, Bakersfield, California 93309 (661.459.1900) (the "Tenant").

IN CONSIDERATION OF the Landlord leasing the certain premises to the Tenant, and the Tenant leasing that premises from the Landlord, and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which is hereby acknowledged, the Parties to this Lease agree as follows:

### **DEFINITIONS**

1. When used in this Lease, the following terms will have the meanings indicated:
  - a) "Additional Rent" means all amounts payable by the Tenant to the Landlord or any third party under this Lease except Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
  - b) "Building" means the building located at 860 N. Sequoia, Lindsay, CA 93247, commonly known as the Lindsay Wellness Center, which encompasses approximately 5,000 square feet.
  - c) "Commencement Date" is defined in Section 7.
  - d) "Common Areas" means all areas and facilities on the Property that are not designated by Landlord for the exclusive use of Tenant, Landlord, or any other tenant located on the Property, including but not limited to all parking areas, roadways, sidewalks, walkways, parkways, driveways, yards, landscaped areas, recreational areas, and swimming pool.
  - e) "Expansion Space" is defined in Section 49.
  - f) "Facility Requirements" is defined in Section 23(b).
  - g) "Final Statement" is defined in Section 23(c).
  - h) "HVAC" means heating, ventilation, and air conditioning.
  - i) "Landlord" is defined in the first introductory paragraph.
  - j) "Landlord Parties" is defined in Section 33.
  - k) "Lease" is defined in the first introductory paragraph.
  - l) "Notice" is defined in Section 53 (a).
  - m) "Offer" is defined in Section 49.
  - n) "Option Term" is defined in Section 9.



- o) "Parties" means both Landlord and Tenant and "Party" refers to either Landlord or Tenant individually.
- p) "Permitted Use" is defined in Section 5.
- q) "Premises" is defined in Section 2.
- r) "Property" means all property located at 860 N. Sequoia, Lindsay, CA 93247, including the Premises, Building, and Common Areas.
- s) "Purchase and Sale Agreement" is defined in Section 53(a).
- t) "Rent" is defined in Section 11.
- u) "ROFR" means right of first refusal as defined in Section 53(a).
- v) "Tenant" is defined in the first introductory paragraph.
- w) "Tenant Alterations" is defined in Section 23(b).
- x) "Tenant Improvements" is defined in Section 23(c).
- y) "Term" is defined in Section 7.

**PREMISES**

- 2. Landlord leases to Tenant and Tenant leases from Landlord that area consisting of approximately 4,607 square feet and identified as "Phase 1 & Phase 2" on the depiction attached as Exhibit A and incorporated herein (the "Premises"), located within the Building commonly known as the Lindsay Wellness Center.
- 3. Landlord shall have exclusive control over the Common Areas, and Tenant and all of Tenant's employees, agents, suppliers, vendors, customers, and invitees shall have access to all Common Areas for any purpose, subject to any rules generally applicable to all Tenants on the Property governing the Common Areas provided in writing by the Landlord.
- 4. Landlord shall deliver Premises in broom-clean condition and free of debris, and Landlord represents and warrants that all electrical, plumbing, lighting, HVAC, and all mechanical systems are in good working order and repair. Landlord represents and warrants to the Tenant that the Premises complies with all applicable local, state and federal laws, rules, and regulations, including but not limited to, the Americans with Disabilities Act of 1990, as amended.

**PERMITTED USE**

- 5. The Premises leased by the Tenant will be used only to provide medical, dental, and behavioral health services, and related general administrative office use, and any use incidental thereto (the "Permitted Use"). Neither the Premises nor any part

of the Premises will be used at any time during the Term or Option Term (as defined below) of this Lease by Tenant for any purpose other than the Permitted Use without Landlord's prior written consent, not to be unreasonably withheld.

6. No pets or animals are allowed to be kept in or about the Premises or in any portion of the Building.

**TERM AND TERMINATION**

7. The term of the Lease is for five (5) years (“Term”) commencing on \_\_\_\_\_, 2018 (“Commencement Date”).
8. Notwithstanding any other rights of Tenant under this Lease, Tenant shall have the right to terminate this Lease within 180 days of the Commencement Date upon 30-days written notice to Landlord if Tenant, after and while applying all professional effort and due diligence for its jurisdictional and governmental approvals, does not receive approval for any reason by any state or federal agency, including but not limited to, approval from the Health Resources and Services Administration, to operate on the Premises as a federally qualified health center. Upon the expiration of such 30-day termination notice period, Tenant shall have no further obligations to Landlord after such date, except for all obligations and responsibilities arising pursuant to this Lease that are intended to survive the termination.
9. Tenant shall have the right and option to renew this Lease for up to three (3) additional three (3) year terms before a new lease is required (“Option Term”), by providing Landlord with written notice not less than three (3) months prior to the expiration of the Term, provided that Tenant has not been in default of this Lease in more than one month per year of the Term or of the Option Term. If Tenant was in default in more than one month per year, regardless of whether notice was provided of the default or whether Landlord exercised any rights herein or by law to address the default, Landlord has discretion to approve all subsequent Option Terms. The Rent during the Option Term shall be determined as set forth in Section 16, below.
10. At any time during the Initial Term or Option Term, Tenant may terminate this Lease by providing Landlord with 120-days prior written notice. Upon termination of this Lease, neither Party shall have any remaining obligations to the other, except as otherwise provided in this Lease.

**RENT**

11. Subject to the provisions of this Lease, Tenant shall pay to Landlord as rent for the Premises during the Term the following monthly amount:  
  
\$7,601.55 (\$1.65 per square foot X 4,607 sq. ft.) (“Rent”).
12. Tenant shall pay to Landlord \$525.00 per month for utilities and common area access to the stairs, elevator and restrooms as Additional Rent.
13. Tenant shall occupy the Premises free from Rent and Additional Rent for the first six (6) months following the Commencement Date. Beginning on the seventh (7<sup>th</sup>) month, the Tenant will pay Rent and Additional Rent on or before the 15<sup>th</sup> of each and every month of the term of this Lease to the Landlord at 251 E. Honolulu (P.O. Box 369) Lindsay, CA 93247, or at such other place as the Landlord may later designate.
14. The Parties agree that the Rent and Additional Rent pursuant to this Lease represents the fair market value for the Premises.
15. The Tenant will be charged an additional amount of \$50.00 for any late payment of Rent or Returned check for Insufficient Funds (NSF).
16. The Rent for any Option Term will be calculated as being the higher of the following: (1) the then current Rent, including past increases, or (2) the fair market rental value determined by a mutually agreed upon broker on the date the Option Term commences, but shall not exceed a three percent (3%) increase of the then-current Rent charged to Tenant for the month immediately preceding the Option Term. Additional Rent shall be adjusted on the same basis stated herein.

**OPERATING COSTS**

17. Tenant is responsible for procuring and paying for the following:
  - a) Cleaning and janitorial services to the Premises, including windows;
  - b) Telephone, internet and cable services.
  - c) Alarm company;
  - d) Tenant Alterations, as defined below; and
  - e) Liability insurance for the Premises.
18. The Landlord will be responsible for paying the following costs:
  - a) All insurance relating to the Building as required by Section 30 below;

- b) Repairs and replacements to the Common Area;
- c) All real property taxes and special assessment installments for the Property which become due and payable during the Term of this Lease.
- d) Provision, repair, replacement and maintenance of heating, cooling, ventilation and air condition equipment throughout the Building; and
- e) All other expenses related to the maintenance of the Property, including but not limited to the Common Areas, not paid by Tenant.

**USE AND OCCUPATION**

- 19. The Tenant will use and occupy the Premises only for the Permitted Use and for no other purpose whatsoever. Subject to Tenant receiving all necessary jurisdictional and governmental approvals to operate a federally qualified health center on the Premises, the Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed throughout the Term and Option Term, and will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner.
- 20. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, laws, rules and regulations of any federal, provincial, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

**EXCLUSIVITY**

- 21. During the Term and any Option Term, Landlord shall not permit any current tenant to use any portion of the Property for any purpose that is similar to Tenant's Permitted Use, and Landlord shall not lease, rent, occupy, or permit occupation of any other location on the Property (including any after-acquired property which later becomes a part of the Property) to any subtenant, assignee, licensee, or other occupant whose business or intended use is substantially similar to Tenant's Permitted Use. Landlord shall take all actions necessary to stop any use prohibited by this Section. If Landlord leases or attempts to lease any part of the Property in violation of this provision, Landlord expressly agrees that Tenant shall have the right to exercise all remedies available at law and in equity, including but not limited to, the right to pursue an action to compel specific performance of the Landlord.

**QUIET ENJOYMENT**

- 22. The Landlord conveys that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the Term and any Option Term.

**TENANT IMPROVEMENTS**

23. The Tenant will make the following improvements to the Premises:
- a) All tenant improvements must be pre-approved by the Landlord, and such approval shall not be unreasonably withheld or delayed. Tenant agrees to obtain all proper permits as may be required for any structural alterations and/or permanent improvements. All permanent fixtures that are made a part of the original structure shall become the property of the Landlord upon termination of the Lease and evacuation of the Premises by the Tenant, unless Tenant removes such fixtures and reasonably repairs any resulting damage to the Premises. Tenant retains rights only to such property that was not included as part of the original fixtures and/or furniture on the Commencement Date.
  - b) Notwithstanding the foregoing, Landlord acknowledges, agrees, and consents to Tenant constructing and implementing any alterations to the Premises necessary to comply with (i) the Office of Statewide Health Planning and Development Three standards, (ii) the California Department of Public Health outpatient healthcare facility requirements, and (iii) all other applicable state and federal requirements necessary for Tenant to conduct a licensed federally qualified healthcare center (“Facility Requirements”). Tenant intends to alter, modify, and maintain, at its sole cost and expense, the Premises’ HVAC, electrical, plumbing, flooring, and lighting, in order to comply with all applicable Facility Requirements. All tenant alterations referenced in this Lease shall be referred to as the “Tenant Alterations”.
  - c) Tenant Improvements. Tenant desires to perform alterations and construction certain improvements (“Tenant Improvements”) in the Premises prior to the Commencement Date. Prior to the construction of the Tenant Improvements, Tenant shall furnish to Landlord all Tenant Improvement plans and a written estimate of the costs of construction. Tenant agrees to obtain all proper permits that may be required to construct the Tenant Improvements.

**MAINTENANCE AND REPAIRS**

24. At Landlord’s expense, Landlord shall repair and maintain in good order, and if reasonably necessary or appropriate, make replacements thereto:
- a) The structural portions of the Premises, including the HVAC, plumbing, electrical, mechanical and other systems serving the Premises unless such responsibility is expressly assumed by Tenant;



- b) The Building and all systems and equipment that service the entire Building or portions of the Building, including plumbing, HVAC, electrical, fire/life safety, elevator, and Building security systems;
  - c) The exterior portions of the Building and Property; and
  - d) All Common Areas.
25. Absent exigent circumstances that require Tenant to act promptly, in the event the Premises requires maintenance and repairs not otherwise performed by Landlord, after reasonable notice of ten (10) days has been provided to Landlord by Tenant and giving Landlord a reasonable opportunity to make appropriate repairs, Tenant shall be authorized to perform and pay for such reasonably required maintenance and repairs, and shall be further entitled to offset such expenditures against any Rent due to Landlord. At its sole cost and expense, Tenant shall be responsible for the maintenance and repair of the Tenant Alterations.

### **SIGNAGE**

26. At its sole cost and expense, Tenant shall have the right to install, use, and maintain on the exterior of the Building, exterior signs that (i) comply with all applicable laws, rules and regulations, and (ii) are approved by Landlord, which approval shall not be unreasonably withheld or delayed. Tenant shall also have the right to install its signage on Landlord's monument sign, at its sole cost and expense. Any desired exterior signage shall be processed independent of this lease agreement via a City sign permit.
27. At its sole cost and expense, Tenant may install interior identification signs, including its logo, near the entrance of any space occupied by Tenant and in the front lobby near the main entrance to the Building. All signs must be in keeping with the quality, design, and style of the Building.

### **INSURANCE**

28. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised obtain additional insurance policies if additional insurance coverage is desired.
29. At its own expense, Tenant shall provide and keep in force during the term of this Lease a comprehensive general liability insurance policy insuring against any liability for injury to persons and/or property and death of any persons occurring on or about the Premises for the benefit of Tenant and the Landlord. Tenant shall name Landlord as additional insured, and the limit of liability under the policy shall not be less than One Million Dollars (\$1,000,000.00) and provide proof of same

within 30 days of the Commencement Date. Tenant will provide proof of such insurance to Landlord upon the issuance or renewal of such insurance.

30. Landlord, at its own cost and expense, shall at all times during the Term, maintain insurance on all buildings, improvements, and other structures on the Property in an amount not to be less than One Million Dollars (\$1,000,000.00) and provide proof of same within 30 days of the Commencement Date. Landlord will provide proof of such insurance to Tenant upon the issuance or renewal of such insurance.
31. Each Party, for itself and on behalf of its insurance carrier, waives any right or cause of action for any loss of or damage to any of its property (whether or not such loss or damage is due to the fault or negligence of the other Party or anyone for whom that other Party may be responsible), which loss or damage is covered by fire and extended coverage insurance or similar policies covering real property or personal property, to the extent that the loss or damage is recovered under the insurance policies. The insurance policies obtained by Landlord and Tenant under this Lease will contain endorsements waiving any right of subrogation that the insurer may otherwise have against the non-insuring party.

**DAMAGE AND DESTRUCTION**

32. If the Premises are damaged by fire or other casualty, the damage shall be repaired by Landlord as speedily as reasonably possible. If the Premises are totally destroyed or so damaged by fire or other casualty as to render the Premises incapable of repair and restoration within 45 days, then either Party, by notice given to the other within 30 days after such destruction or damage, may elect to cancel and terminate this Lease, and rent shall be prorated to the date of such termination. If neither Party elects to terminate the Lease, Landlord shall proceed to rebuild or restore the Premises to the condition as originally existed as promptly as possible. If Landlord fails to proceed with such rebuilding or restoration with reasonable diligence, Tenant may cancel and terminate this Lease at any time thereafter prior to completion of restoration of the Premises.

**INDEMINIFICATION**

33. Landlord shall not be liable to Tenant for any injury or damage that may result to any person or property due to the condition of the Premises; provided however, such exemption from liability shall not apply to conditions caused by the gross negligence or willful misconduct of Landlord, its council members, officers, officials, employees, representatives, agents, or volunteers (collectively “Landlord and Landlord Parties”).
34. Tenant shall indemnify, defend and hold Landlord and Landlord Parties harmless from and against any and all liability, claims, loss, costs, damages, attorney’s fees and any other amounts in any way associated with, related to or arising from the



condition, use, or occupancy of the Premises, or from any activity, or thing done, permitted or suffered to be done in the Premises, and Tenant shall further indemnify, defend, and hold Landlord and Landlord Parties harmless, against and from any and all claims, loss, costs, damages, attorney's fees and any other amounts, arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms and conditions of this Lease, or arising from any act, negligence, fault, or omission of Tenant or of Tenant's members, directors, officers, agents, representatives, employees, volunteers, invitees, participants, or contractors for any injury or damage to any person or property whatsoever and from any and all costs, attorneys' fees, expenses and liabilities incurred as a result of any such claim or action or prosecution brought upon such claims, and in case any action or proceeding be brought against Landlord, or its officers, officials, employees, representatives, agents, contractors or volunteers, by reason of such claims, Tenant, upon demand from Landlord, shall defend the same at Tenant's sole cost by counsel satisfactory to Landlord.

**GOVERNING LAW**

35. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of California, without regard to the jurisdiction in which any action or special proceeding may be instituted.

**SEVERABILITY AND REFORMATION**

36. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid or unenforceable, shall not be affected thereby and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

37. The Parties hereto believe that this Lease is fully enforceable and creates a legally appropriate relationship. In the event, however, that any portion of this Lease is illegal or unenforceable, then each Party shall be required to negotiate in good faith and use its best efforts to establish a replacement agreement that conforms with all applicable law and maintains, to the fullest extent possible, the Parties' respective economic positions; and neither Party shall take any action to void this Agreement.

**ASSIGNMENT AND SUBLETTING**

38. The Tenant will not assign this Lease or sublet or grant any concession or license to use the Premises or any part of the Premises, without the prior consent of the Landlord, which shall not be unreasonably withheld. Tenant may not sub-lease any part of the premises without prior written consent of the Landlord and a notarized amendment to this agreement. An unauthorized assignment, subletting, concession,

or license, whether by operation of law or otherwise, will be void and will, at the Landlord's option, terminate this Lease.

**CARE AND USE OF PREMISES**

- 39. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
- 40. The Tenant will not make (or allow to be made) any noise or nuisance, which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
- 41. The Tenant will not engage in any illegal trade or activity on or about the Premises.
- 42. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

**SURRENDER OF PREMISES**

- 43. At the expiration of the Term or Option Term, the Tenant will quit and surrender the Premises in as good a state and condition as they were on the Commencement Date, reasonable use and wear and tear excepted.

**HAZARD MATERIALS**

- 44. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

**RULES AND REGULATIONS**

- 45. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Common Areas that are to be provided to Tenant, in writing, prior to the execution of this Lease.

**DEFAULT AND REMEDIES**

- 46. If the Tenant has defaulted in the payment of any portion of the Rent when due and the default continues for thirty (30) days after written notice of default was delivered to the Tenant, the Landlord may terminate the tenancy under this Lease.
- 47. If the Tenant fails to observe, perform and keep each and every of the covenants, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and such failure continues for thirty (30) days after written notice of the failure was delivered to the Tenant, the Landlord may terminate the tenancy under this Lease.

**NOTICES**

48. All notices to be given by either Party shall be in writing and delivered to the other Party personally or sent by certified mail, postage prepaid, addressed to the Party to be notified at the post office address set forth above. The date of service of any such notice served by mail shall be the date of receipt. Either Party may, at any time, designate in writing a substitute address for that set forth above, and thereafter notices shall be directed to such substitute address. Notice given as aforesaid shall be sufficient service thereof and shall be deemed given as of the date mailed or personally delivered.

**RIGHT OF FIRST REFUSAL TO LEASE**

49. During the Term and any Option Term, Tenant will have a continuous and ongoing right of first refusal to lease any space that becomes or will become available to lease within the Building (“Expansion Space”). When such space becomes available, Landlord shall make a written offer to Tenant describing the size of the Expansion Space and its location within the Building and the date the Expansion Space will be available for occupation (“Offer”). Tenant will have thirty (30) days following Landlord’s delivery of the Offer to exercise Tenant’s right of first refusal under this Section to lease the Expansion Space. If Tenant fails to give Landlord written notice of exercise within the thirty-day period, Tenant will be deemed to have waived Tenant’s right to lease the Expansion Space.

50. All space leased to Tenant under Tenant’s right of first refusal will have a commencement date identical to the commencement date in the Offer, and the Term of the Tenant’s lease of this space will be coterminous with the Term and Option Term.

51. The terms of this Lease, including the calculation of Rent, shall apply to the lease of the Expansion Space.

52. If Landlord leases or attempts to lease any part of the Expansion Space in violation of this provision, Landlord expressly agrees that Tenant shall have the right to exercise all remedies available at law and in equity, including but not limited to, the right to pursue injunctive relief to prohibit Landlord from leasing the Expansion Space to a third party, and an action to compel specific performance of the Landlord to comply with its obligations hereunder.

**RIGHT OF FIRST REFUSAL TO PURCHASE PROPERTY**

53. In consideration of (i) the sum of fifty dollars (\$50.00), receipt of which is hereby acknowledged, (ii) this Lease, and (iii) for other consideration made and received concurrently herewith, Landlord hereby grants to Tenant a right of first refusal to purchase the Property, subject to the terms and conditions hereinafter set forth.

- a) Right of First Refusal. If Landlord determines to sell, transfer, or convey, by operation of law or otherwise, all, or any part of, the Property to a person or entity, or if Landlord receives a bona-fide offer to purchase from a third party, Landlord shall notify Tenant in writing of the interest in the Property to be sold or conveyed and of the price, terms and conditions which Landlord is willing to sell or convey the Property, and the party to whom Landlord proposes to sell or convey the Property (“Notice”). For a period of 30-days after Tenant’s receipt of the Notice, Tenant shall have the right of first refusal to purchase the Property (“ROFR”) at the price specified in the Notice. Landlord and Tenant shall thereafter in good faith employ reasonable efforts to enter into a commercially reasonable purchase and sale agreement and deposit such executed agreement with a nationally recognized title and escrow company to be selected by Tenant (the “Purchase and Sale Agreement”).

If Landlord and Tenant fail to agree to a Purchase and Sale Agreement within such thirty (30) day period, Landlord shall thereafter have the right to sell or convey the Property to the person(s) or entity(ies) identified in the Notice at the price and upon the terms and conditions set forth in the Notice.

If Landlord does not sell the Property to the third party as set forth in the Notice within sixty (60) days after the Notice is given to Tenant, or if Landlord proposes to sell or convey the Property to a different transferee, or at or upon terms or conditions that are less favorable to Landlord than those set forth in the Notice, then that shall be deemed a new determination by Landlord to sell and convey the Property and a new Notice by Landlord to Tenant pursuant to this Section 53 shall be required, and Tenant shall again be eligible to exercise its rights of first refusal as set for in this Section 53(a). Any additional Notices issued to Tenant hereunder shall be subject to the same conditions set forth in this Section 53(a).

Landlord acknowledges and agrees that it may not sell, transfer, or convey, by operation of law or otherwise, less than its entire interest in the Property to any third party during the Term or Option Term.

- b) Remedy. If Landlord sells or conveys the Property (or any interest therein) to a person or entity without complying with the provisions of Section 53, or in breach of the contract to sell to Tenant established thereby, then the transferee of the Property (or any interest therein) shall hold such interest in trust for the benefit of Tenant, and shall convey same to Tenant upon demand for consideration equal to the lesser of: the amount set forth in the effective Notice to Tenant, or the amount paid by such transferee to the Landlord.

- c) Term of Grant. Except as otherwise provided in this Section 53, the ROFR set forth above shall commence as of the Commencement Date and it shall expire at the end of the Term or Option Term.
- d) Survival of Leasehold Interest. In the event Tenant waives its ROFR, the Landlord and Tenant intend for this Lease to remain in full force and effect, and shall be binding upon and inure to the benefit of the heirs, executors, administrators, trustees, successors and assigns of the Landlord hereto. Any purchaser, transferee, assignee, or other recipient of title to the Property shall take title subject to the terms and conditions of this Lease, and all other rights, privileges and obligations of the Tenant.

**MEMORANDUM OF LEASE**

- 54. Memorandum of Lease. Tenant shall have the right to record on title to the Property a memorandum of lease in substantially the form attached hereto as Exhibit B. Tenant shall be required to execute such releases necessary in the event Tenant does not exercise its rights of first refusal or the Lease expires or is otherwise validly terminated for any reason to remove such memorandum of lease from title to the Property.

**GENERAL PROVISIONS**

- 55. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the landlord's rights in respect of any subsequent default or breach.
- 56. Landlord and Tenant warrant and represent to each other that they have had no dealings with any real estate brokers or agents in connection with the negotiation of this Lease. Each party agrees to indemnify and hold the other harmless from any cost, expense or liability (including reasonable attorney's fees) for any compensation, commissions or other charges claimed by any real estate broker or agent employed or claiming to represent any party in connection with the negotiation of this Lease.
- 57. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party to this Lease. All covenants are to be construed as conditions of this Lease.
- 58. In the event that any legal action, arbitration, or other proceeding is brought by any Party to this Lease, for the enforcement of this Lease, or because on an alleged dispute, breach, default, or misrepresentation in connection with any of the



provisions of this lease, the prevailing Party shall be entitled to receive from the other Party, in addition to any other relief that may be granted, the reasonable attorney's fees, cost, and expenses incurred in the action, arbitration, or proceeding by the prevailing Party.

59. This Lease constitutes the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either Party except to the extent incorporated in this Lease.

**[Signatures on following page]**

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 28 day of AUGUST, 2018.

LANDLORD:

TENANT:

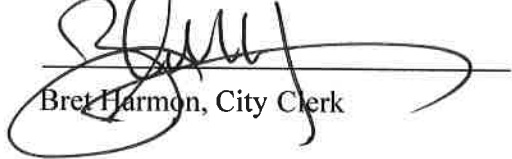
CITY OF LINDSAY

OMNI FAMILY HEALTH, a California non-profit public benefit corporation

  
\_\_\_\_\_  
William (Bill) Zigler, City Manager

By:   
\_\_\_\_\_  
Francisco L. Castillon, MPA  
Chief Executive Officer

ATTEST:

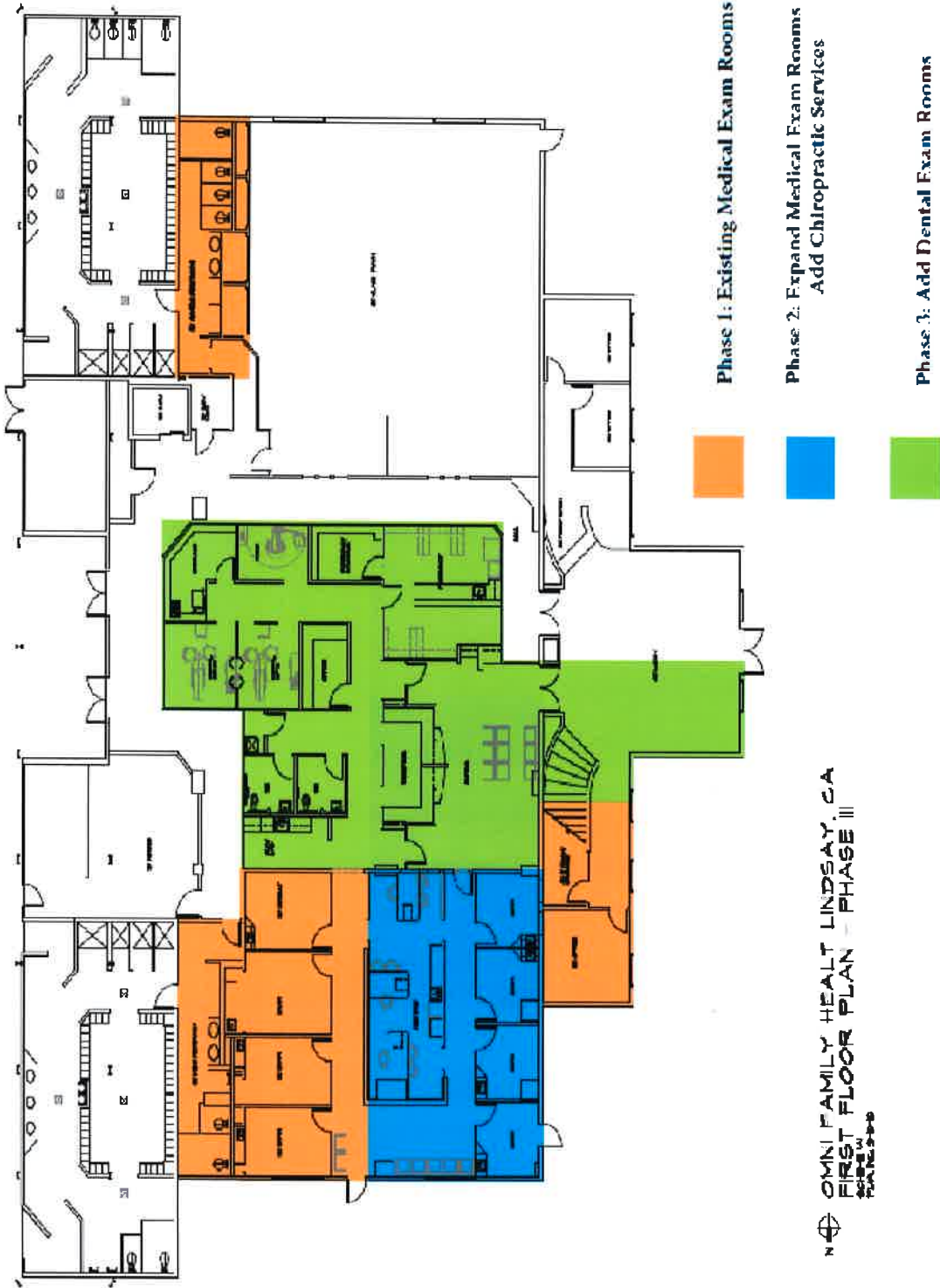
  
\_\_\_\_\_  
Bret Harmon, City Clerk



**EXHIBIT A**

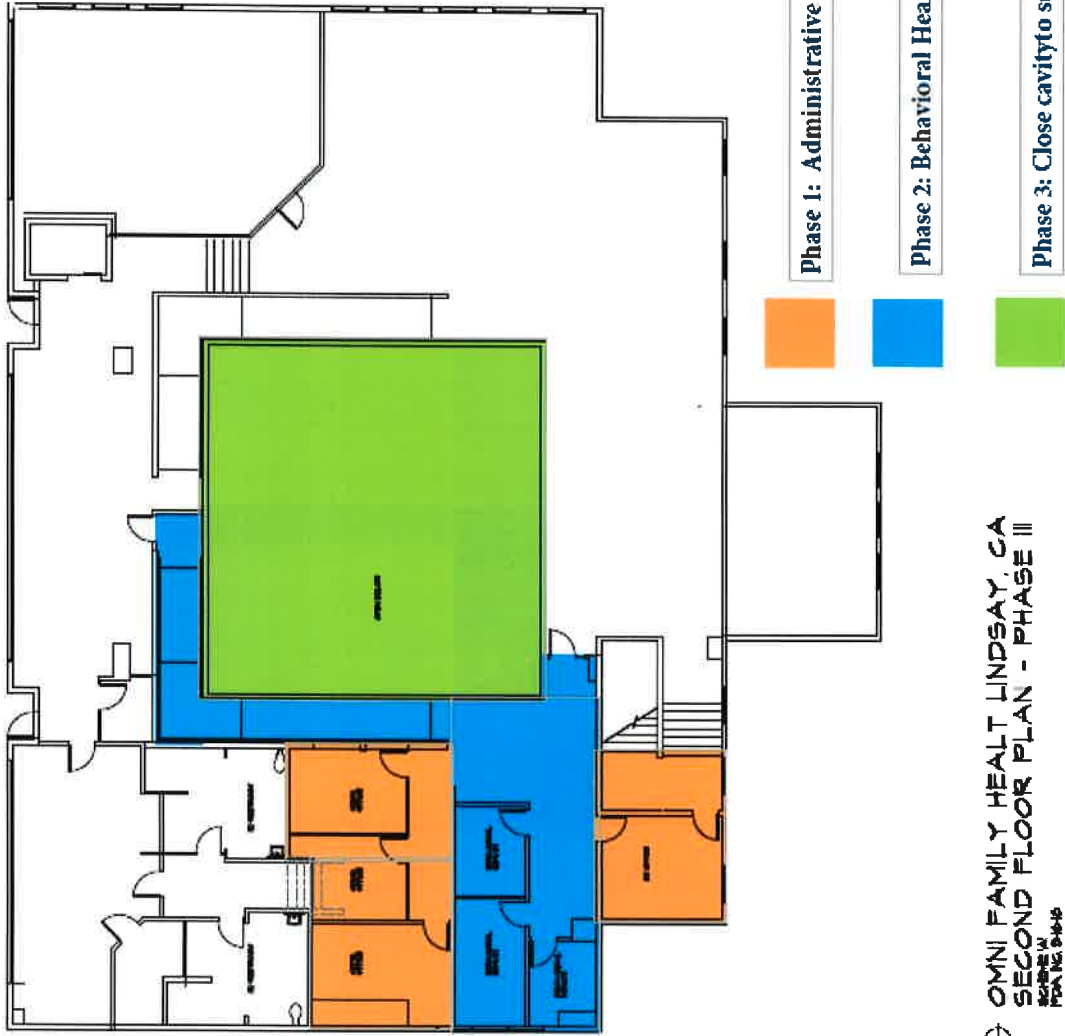
**[Premises Description Attached]**

# Lindsay Wellness Center: 1st Floor



May 22, 2018

# Lindsay Wellness Center: 2ND Floor



May 22, 2018

**EXHIBIT B**

**Memorandum of Lease**

RECORDING REQUESTED BY:  
WHEN RECORDED MAIL TO:

José A. Guerrero, Esq.  
Law Office of José A. Guerrero  
5001 E. Commercenter Drive, Suite 250  
Bakersfield, CA 93309

---

APN:

**MEMORANDUM OF LEASE**

THIS MEMORANDUM OF LEASE (this "Memorandum") is made and entered into effective \_\_\_\_\_, 2018, by and between the City of Lindsay of 251 E. Honolulu, P.O. Box 369, Lindsay, CA. 93247 (the "Landlord") and Omni Family Health, Inc., a California nonprofit public benefit corporation, whose address is 4900 California Ave, Fourth Floor, Bakersfield, CA 93309 ("Tenant").

Tenant and Landlord have entered into that certain unrecorded Lease, dated effective as of \_\_\_\_\_, 2018 (the "Lease"), wherein Landlord grants to Tenant a lease to occupy the premises located at the real property commonly known as 860 N. Sequoia, Lindsay, California, legally described in Exhibit A (the portion leased to Tenant is referred to as the "Premises", and the total real property, including the Premises, is referred to as the "Property"), which is the subject of the Lease, along with certain other rights, privileges, and obligations with respect thereto.

The term of the Lease is five (5) years. The Tenant shall have the right and option to renew said Lease for up to three (3) additional three (3) year periods under the terms and conditions stated in the Lease.

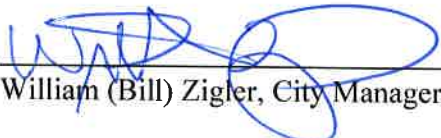
Pursuant to the terms and conditions of the Lease, Tenant is granted a right of first refusal to purchase the Property ("Right of First Refusal to Purchase") and a right of first refusal to lease any portion of the Property ("Right of First Refusal to Lease"). Any transfer or attempt to lease any part of the Property in contravention of the terms and conditions of Tenant's Right of First Refusal to Purchase or Tenant's Right of First Refusal to Lease shall be null, void, and of no force or effect.

**[signature page follows]**

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum as of the date first above written.

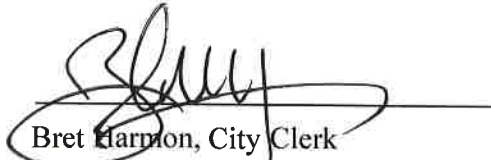
CITY OF LINDSAY – LANDLORD

OMNI FAMILY HEALTH, a  
California non-profit public benefit  
corporation – TENANT

  
\_\_\_\_\_  
William (Bill) Zigler, City Manager

Notary  
  
By: \_\_\_\_\_  
Francisco L. Castillon, MPA  
Chief Executive Officer

ATTEST:

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

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

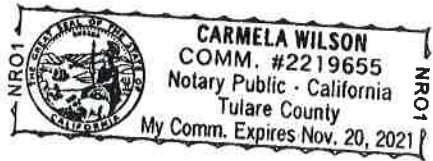
ACKNOWLEDGMENT

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF TULARE )

On Sept 17, 2018, before me, CARMELA WILSON, Notary Public, personally appeared **WILLIAM ZIGLER**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Carmela Wilson  
Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF KERN )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared **FRANCISCO L. CASTILLON**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Kern )

On 21 August 2018 before me, Linda K. Oates, Notary Public  
*Date Here Insert Name and Title of the Officer*

personally appeared Francisco L. Castillon  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: Lease Agreement 860 N. Sequoia, Lindsay, CA 93247 Document Date: N/A

Number of Pages: 19 Signer(s) Other Than Named Above: N/A

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Francisco L. Castillon

- Corporate Officer — Title(s): CEO
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: Omni Family Health

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_





4/8/2020

To:

City of Lindsay

P.O. Box 369

Lindsay, CA 93247

RE: April & May Rent Payment for 860 N. Sequoia Ave.

The Covid-19 Virus is affecting all of our communities and Omni Family Health as well.

Omni is currently in the process of consolidating our operations and health centers. Some centers will temporarily close while other will have changes in services and operating hours.

Omni Family Health is requesting your help for our April and May rent payments.

We are proposing 1 of 2 options:

- 1) Waive, in entirety, our April and May 2020 rent payments, or
- 2) Defer our April & May rent payments to be repaid in 6 equal payments from June to November 2020 in addition to our regular monthly rents for those months.

Please respond as soon as possible and let us know if this is possible.

Thank you for your consideration.

Sincerely,

Milad Khalil

Chief Financial Officer



## STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA  
DATE: April 14, 2020  
AGENDA #: 8  
STAFF: Joseph M. Tanner, City Manager, jtanner@lindsay.ca.us

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### 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 (TCAG) FOR LOCAL TRANSPORTATION FUNDS FOR FY 2019-2020.**

**ACTION** Approve Resolution

**PURPOSE** Secure funding for local transportation projects.

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### RECOMMENDATION

Staff respectfully recommends the City Council approve Resolution 20-13 authorizing staff to submit a claim to TCAG for local transportation program funds.

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### BACKGROUND | ANALYSIS

The City can submit a claim to TCAG to receive Local Transportation Funds (LTF) Funds. TCAG notifies the City when funds are available to claim for projects and the amount available. Currently, there is \$537,570.59 for the City of Lindsay. The claim process requires the City to send a resolution and claim form to TCAG for the funds.

The funds are to be used for local transportation projects. The City Services department will identify which projects qualify for the funds; projects are approved by Council based on the Five-Year Capital Improvement Plan. The Finance Department will track the funds to ensure they are recorded appropriately. Examples of prior use of this funding source: FY2018-19 the City used \$437,220 as the City's contribution toward the Westwood/Hermosa Round-about Project; FY2019-20 the City has used \$108,000 toward streets maintenance vehicle purchase and \$350,000 on the Cape Seal Project – both were prior year encumbrances from approved projects.

### IMPACT

The City will benefit from the transportation project funding. There is no negative impact on the City.

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## STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA  
DATE: April 14, 2020  
AGENDA #: 8.1  
STAFF: Joseph M. Tanner, City Manager, jtanner@lindsay.ca.us

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### *ALTERNATIVES*

- Authorize Resolution 20-13
- Do not authorize Resolution 20-13 and provide direction.

### *PUBLIC OUTREACH*

Posted in this agenda.

### *ATTACHMENTS*

- Resolution 20-13
- Completed claim form



# RESOLUTION OF THE CITY OF LINDSAY

NUMBER 20-13

TITLE	<b>A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY TO AUTHORIZE STAFF TO SUBMIT A CLAIM TO TULARE COUNTY ASSOCIATION OF GOVERNMENTS (TCAG) FOR LOCAL TRANSPORTATION FUNDS FOR FY 2019-2020.</b>
MEETING	At a regularly scheduled meeting of the City of Lindsay City Council held on April 14, 2020 at 6:00PM at 251 E. Honolulu Street, Lindsay, CA 93247.

**WHEREAS**, the Tulare County Association of Governments (TCAG) provides Local Transportation Funds (LTF) annually to the City of Lindsay.

**WHEREAS**, the LTF money is restricted for streets and transportation projects.

**WHEREAS**, the City must submit a claim form to receive the annual allocation.

**WHEREAS**, the allocation for FY 2019-2020 is \$537,570.59.

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

SECTION 1. To authorize staff to submit the LTF claim to TCAG for \$537,570.59.

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

SECTION 3. The Mayor, or presiding officer, is hereby authorized to affix her/his signature to the Resolution signifying its adoption by the City Council of the City of Lindsay, and the City Clerk, or his duly appointed deputy, is directed to attest thereto.

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

MEETING DATE	April 14, 2020
MOTION	
2 <sup>nd</sup> MOTION	
AYES	
ABSENT	
ABSTAIN	
NAYS	

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

Juana Espinoza, Deputy City Clerk

Pamela Kimball, Mayor



Joseph M. Tanner  
City Manager  
City of Lindsay

251 E. Honolulu, P.O. Box 369  
Lindsay, CA 93247  
559.562.7102 x 8020  
jtanner@lindsay.ca.us

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April 15, 2020

Tulare County Association of Governments (TCAG)  
ATT: Leslie Davis  
210 N. Church St., Suite B  
Visalia, CA 93291

RE: City of Lindsay TDA Claim for FY 2019-2020

Dear TCAG Board,

Attached is a copy of our worksheet and support document that serves as our formal claim request for available funds per the Transportation Development Act. Our claim is as follows:

STA: \$ 0.0  
LTF: \$ 537,570.59

The City typically trades the STA with the County for Transit Services

Please let me know if you have additional questions or need additional information.

Sincerely,

Joseph M. Tanner  
City Manager  
City of Lindsay

Enclosed: Form H  
STA and LTF Tables  
Resolution 20-13 Authorizing LTF Claim for FY 2019-2020

CC: Ted Smalley and Leslie Davis at TCAG  
Juana Espinoza, Finance Manager  
Michael Camarena, Director of City Services



Joseph M. Tanner  
City Manager  
City of Lindsay

251 E. Honolulu, P.O. Box 369  
Lindsay, CA 93247  
559.562.7102 x 8020  
jtanner@lindsay.ca.us

## FORM H Transportation Development Act Claims

**Claimant: City of Lindsay**  
**Fiscal Year: Fiscal Year 2019/2020**

		STA	SGR	LTF
<b>Available Funds</b>	STA Total	\$0.00	XXX	XXX
	SGR Total	XXX	\$0.00	XXX
	LTF Total	XXX	XXX	\$537,570.59
	<b>Total Available</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$537,570.59</b>
<b>Claims</b>	LTF Local Transportation Contribution	XXX	XXX	\$24,107.95
	LTF Special Planning Contributions	XXX	XXX	4,741.65
	LTF Transit	XXX	XXX	0.00
	LTF Streets and Roads	XXX	XXX	508,720.99
	STA	\$0.00	XXX	XXX
	SGR	XXX	\$0.00	XXX
<b>Total Claim:</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$537,570.59</b>

### 2019/20 Local Transportation Fund Apportionment Estimate

Agency	Population 1/1/2019	% of Total Population	BALANCE	REVENUE	TOTAL	Transfer Agreements	TDA Administration	Paratransit (Incl. Mileage) <sup>1</sup>	AMOUNTS TO CLAIM				
			Cash Balance 7/1/2019	2019/20 Estimate	LTF Total 2019/20				Local Transportation Contribution <sup>2</sup>	Contribution and Margins <sup>3</sup>	Project Implementation <sup>4</sup>	Public Transit and Street & Road <sup>5</sup>	Claim Total
Dinuba	25,328	5.29%	\$0.00	\$1,034,191.19	\$1,034,191.19	\$46,881.00	(\$14,907.78)	\$0.00	\$45,710.90	\$5,286.45	\$3,704.16	\$1,011,262.91	\$1,055,944.42
Exeter	11,002	2.30%	\$30,325.05	\$449,232.92	\$479,557.97	(\$88,062.00)	(\$6,475.65)	\$0.00	\$19,855.94	\$2,298.33	\$1,809.02	\$381,259.03	\$405,020.32
Farmersville	11,358	2.37%	\$18,291.35	\$483,769.09	\$482,060.44	(\$201,717.00)	(\$6,685.19)	\$0.00	\$20,498.44	\$2,370.84	\$1,891.08	\$249,128.10	\$273,894.25
Lindsay	13,358	2.79%	\$0.00	\$545,432.96	\$545,432.96	\$0.00	(\$7,882.37)	\$0.00	\$24,107.95	\$2,788.07	\$1,953.58	\$508,720.99	\$537,570.59
Porterville	80,280	12.98%	\$0.00	\$2,480,532.27	\$2,480,532.27	\$115,237.00	(\$35,468.37)	\$0.00	\$108,754.69	\$12,577.43	\$8,812.88	\$2,410,155.90	\$2,540,300.91
Tulare	86,967	13.98%	\$200,080.94	\$2,734,362.05	\$3,024,473.03	\$125,010.00	(\$39,418.03)	\$0.00	\$120,859.20	\$13,977.32	\$9,793.77	\$2,963,436.71	\$3,108,069.90
Visalia	138,207	28.85%	\$116,416.72	\$5,943,258.94	\$5,759,875.86	\$94,018.00	(\$81,347.10)	\$0.00	\$249,430.13	\$28,846.49	\$20,212.45	\$5,473,857.49	\$5,772,348.56
Woodlake	7,891	1.65%	\$10,857.00	\$322,204.76	\$333,061.76	\$13,883.00	(\$4,644.55)	\$0.00	\$14,241.34	\$1,847.01	\$1,154.04	\$325,237.84	\$342,280.23
County	144,741	30.21%	\$1,979,521.12	\$5,910,054.79	\$7,889,575.91	(\$123,010.00)	(\$85,192.94)	\$0.00	\$281,222.41	\$30,210.26	\$21,168.03	\$7,368,772.26	\$7,881,372.96
<b>TOTALS:</b>	<b>479,112</b>	<b>100%</b>	<b>\$2,445,492.22</b>	<b>\$19,963,069.00</b>	<b>\$22,008,841.22</b>	<b>\$0.00</b>	<b>\$282,000.00</b>	<b>\$0.00</b>	<b>\$864,681.00</b>	<b>\$100,000.00</b>	<b>\$70,099.00</b>	<b>\$20,891,811.22</b>	<b>\$21,726,841.22</b>

<sup>1</sup> Claimant claims these amounts for transfer of funds directly to TCAG.  
<sup>2</sup> Amount available directly to agencies for transit, then streets and roads.  
<sup>3</sup> Required per PUC Section 99268.9

Transfer	Transfer From	Transfer to	LTF Amount
b	Visalia	Dinuba	\$46,661.00
b	Visalia	Porterville	\$115,237.00
b	Visalia	Woodlake	\$13,883.00
a	Exeter	Visalia	\$68,062.00
a	Farmersville	Visalia	\$201,717.00
b	County	Tulare	\$123,010.00
b	County	Lindsay	\$0.00

Updated 3/17/20

Transfer 'a' is routine transfer for services.  
 Transfer 'b' is for LCTOP

# STAFF REPORT



TO: LINDSAY CITY COUNCIL  
DATE: April 14, 2020  
AGENDA #: 9  
FROM: Joseph M. Tanner, City Manager

## Ordinance 583, Declaring Establishing Administrative Fines Related to Covid-19 Executive Orders

**ACTION** Approve Ordinance 583:

**PURPOSE**        Statutory/Contractual Requirement

       Council Vision/Priority

       Discretionary Action

       Plan Implementation

**OBJECTIVE(S)**         Live in a safe, clean, comfortable and healthy environment.  
       Increase our keen sense of identity in a 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 self-reliant city government that provides effective, basic services.

## RECOMMENDATION

Staff is recommending approval of an emergency ordinance.

## BACKGROUND | ANALYSIS

This establishes administrative fines for the City of Lindsay to businesses and individuals that violate the State of California Governor’s Executive Stay at Home Order (N-33-20). The State of California, County of Tulare and City of Lindsay have all declared an emergency to mitigate the spread of COVID-19 and to protect health and safety of the public.

Staff’s priority is to achieve full compliance from the community. Education is a key component that that objective. Over the few weeks Staff has pushed information to the public through social media and made sight visits to businesses attempting to relay the importance of social distancing, good hygiene and staying home.

Staff has identified a small number of “non-essential” businesses still in operation. Staff has reached out to them letting them know the City may take further action against them if they continue to operate. In order to take further action this Ordinance is necessary to enforce compliance and keep the community safe. Upon approval by the Council the ordinance will take effect immediately.



## STAFF REPORT



TO: LINDSAY CITY COUNCIL  
DATE: April 14, 2020  
AGENDA #: 9  
FROM: Joseph M. Tanner, City Manager

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### BENEFIT TO OR IMPACT ON CITY RESOURCES

This item will have a very limited impact on City resources.

### ENVIRONMENTAL REVIEW

Not required by CEQA  
 If required by CEQA:

### POLICY ISSUES

No policy issues  
 Policy issues:

### PUBLIC OUTREACH

Posted in this agenda  
 Additional public outreach:

### ATTACHMENTS

- Ordinance 583

**ORDINANCE NO. 583**

**AN ORDINANCE DECLARING ESTABLISHING ADMINISTRATIVE FINES  
RELATED TO COVID-19 EXECUTIVE ORDERS**

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

WHEREAS, the State of California, County of Tulare and City of Lindsay have all declared emergencies relating to the spread of the novel coronavirus (COVID-19); and

WHEREAS, the Governor of the State of California has ordered all residents to shelter in place and for non-essential businesses to close and halt all operations beginning on March 19, 2020 in Executive Order No. 33-20; and

WHEREAS, the City Council of the City of Lindsay has become aware of non-essential businesses remaining open and continuing operation despite Executive Order No. 33-20 which requires non-essential businesses to remain closed indefinitely; and

WHEREAS, the City Council of the City of Lindsay has become aware of gatherings of its residents despite Executive Order No. 33-20 which orders residents to shelter in place and prohibits gatherings on public or private property; and

WHEREAS, California Government Code section 8665 allows for the enforcement and penalty of any persons or business which defy any executive order related to a declaration of emergency, which shall include a misdemeanor charge, a fine of up to one thousand dollars (\$1,000.00) or six months in jail; and

WHEREAS, California Government Code Section 36900 allows the City to penalize violators of an ordinance with a fine and allows violators to be prosecuted by the City in the name of the people of the State of California; and

WHEREAS, the City Council of the City of Lindsay desires to establish an administrative fine for the violation of the Governor's Executive Order No. 33-20 in the amount of \$75 per day and for each subsequent instance, the fine shall be double the most recent fined amount (\$150 for 2<sup>nd</sup> instance, \$300 for 3<sup>rd</sup> instance, etc.); and

WHEREAS, California Government Code Section 36937 authorizes the City Council to introduce and adopt an ordinance it declares to be necessary as an emergency measure to preserve the public peace, health, and safety and make such ordinance immediately effective during a single meeting if passed by at least 4/5ths affirmative votes; and

**Section 1. INCORPORATION OF RECITALS.** The City Council of the City of Lindsay finds that the foregoing recitals and administrative report presented with this ordinance are true and correct and are incorporated in this ordinance by this reference and adopted as findings of the City Council.

**Section 2. URGENT NEED.** The City Council hereby finds, determines and declares that this emergency ordinance, is necessary because there is a current and immediate threat to the public

peace, health, safety, and general welfare of the City and its community due in part to the violations of California Governor's Executive Order No. 33-20 which increases the risk of spreading the novel coronavirus (COVID-19), thereby necessitating the immediate enactment of this emergency ordinance in order to ensure that residents of the City obey Executive Order 33-20.

**Section 3. EFFECTIVENESS.** This emergency ordinance shall remain in effect until the conclusion of the declared emergency related to COVID-19.

**Section 4. CEQA REVIEW.** The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(2) [the activity will not result in direct or reasonably foreseeable indirect physical changes in the environment].

**Section 5. NO LIABILITY.** The provisions of this ordinance shall not in any way be construed as imposing any duty of care, liability or responsibility for damage to person or property upon the City of Lindsay, or any official, employee or agent thereof.

**Section 6. PENDING ACTIONS.** Nothing in this ordinance or in the codes hereby adopted shall be construed to affect any suit or proceeding pending or impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance or code repealed by this ordinance, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

**Section 7. SEVERABILITY.** If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this ordinance, or its application to any other person or circumstance. The City Council of the City of Lindsay hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

**Section 8. CONSTRUCTION.** The City Council intends this ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this ordinance shall be construed in light of that intent. To the extent the provisions of the Lindsay Municipal Code as amended by this ordinance are substantially the same as provisions in the Lindsay Municipal Code existing prior to the effectiveness of this ordinance, then those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

**Section 9. EFFECTIVE DATE.** The foregoing ordinance shall take effect immediately upon the passage hereof. Prior to the expiration of fifteen (15) days from the enactment hereof a certified copy of this ordinance shall be posted in the office of the City Clerk pursuant to Government Code