

**Lindsay City Council Agenda**  
**Regular Meeting**  
**Council Chambers at City Hall**  
**251 E. Honolulu, Lindsay, California**  
**Tuesday, July 26, 2016**  
**6:00PM**

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1. a) Call to Order: 6:00 p.m.  
b) Roll Call: Council members Salinas, Kimball, Mayor Pro Tem Sanchez, Mayor Padilla.  
c) Flag Salute: Council member KIMBALL.  
d) Invocation:

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  2. Public Comment: The public is invited to comment on any subject under the jurisdiction of the Lindsay City Council, including agenda items, other than noticed public hearings. Comments shall be limited to (3) minutes per person, with 30 minutes overall for the entire comment period, unless otherwise indicated by the Mayor.

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  3. COUNCIL REPORTS.  
Presented by Council members.

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  4. STAFF REPORTS.  
Presented by Bill Zigler, Interim City Manager.

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  5. Consent Calendar: These items are considered routine and will be enacted by one motion, unless separate discussion is requested by Council or members of the public.  
**Request for approval of the following:** (pg.1-37)
    - a) Meeting Minutes for July 12<sup>th</sup>, 2016.
    - b) Warrant List for July 5<sup>th</sup>, 15<sup>th</sup>, & 18<sup>th</sup>, 2016.
    - c) 2016 Contract Year Unreleased Restoration Flow Agreement  
#16-WC-20-4868.
    - d) 2016 Contract Year Unreleased Restoration Flow Tier 2 Agreement  
#16-WC-20-4907.
    - e) Police Firing Range Contract for 2016/17

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  6. ADJOURN. The next Regular meeting is scheduled for **TUESDAY, August 9, 2016 at 6:00 PM** in the Council Chambers at City Hall, 251 E. Honolulu, Lindsay, CA 93247.

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

# Lindsay City Council Meeting Minutes

Pg. 8197

Regular Meeting  
251 East Honolulu, Lindsay, California  
Tuesday, July 12, 2016 at 6:00 P.M.

## **CALL TO ORDER.**

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

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

**COUNCIL ABSENT:** MECUM.

**FLAG SALUTE:** Councilmember SALINAS

**INVOCATION:** Joel Caballero (given in Spanish)

## **PUBLIC COMMENT:**

Philip LoBue-commented on working with the School District when they need to apply chemicals to trees around the schools and will rearrange their schedules to accommodate school site activities on the weekends.

Gary Meling-commented his family has farmed in this area for 96 years. He is licensed and certified to apply pesticides. He questioned the information provided by El Quinto Sol at the last Council meeting.

Perfecto Perez-requested Council review his request for city water connection to his property on Foothill. Mayor Padilla advised him to meet with staff to resolve this issue.

## **COUNCIL REPORTS**

Council member KIMBALL-reported on busier than usual 4<sup>th</sup> of July, complaints from her neighbors and friends that there were more illegal fireworks in Lindsay than in past years.

Council member SALINAS-reported on attendance of Cerveza Fest.

Mayor Pro Tem SANCHEZ-also reported on problems with 4<sup>th</sup> of July illegal fireworks.

Mayor PADILLA-also reported on problems with 4<sup>th</sup> of July illegal fireworks.

Brief Council and staff discussion followed with staff directed to pursue remedies to control use of illegal fireworks within the City.

## **STAFF REPORT**

Interim City Manager Bill Zigler reported on the following:

El Quinto Sol is in Sacramento today rallying against pesticide use

Potential Sales Tax opportunity next August

Update on ADA Sidewalk Survey

Update on City Services

Lindsay's water conservation for June is 20.77%

Update on streets projects

Mid Valley Disposal continuing to survey residential recycling

Update on McDermont & Wellness Center activities

Street repair to north side of Honolulu & Harvard Street

Council and staff discussion followed with staff directed to pursue bids to repair only that section for approximately \$18,000. Contractor will be completing jobs in town and will potentially cost more. Project should be scheduled by tomorrow. (7/13)

## **CONSENT CALENDAR:**

a) Meeting Minutes for June 8<sup>th</sup>, 2016.

b) Warrant List for June 22<sup>nd</sup>, 29<sup>th</sup>, & 30<sup>th</sup>, 2016.

c) Accept Treasurer's Report for June 30<sup>th</sup>, 2016.

d) Establish Depository Account for the General Fund.

## **ACTION:**

On Motion by KIMBALL and Second by SANCHEZ, the Lindsay City Council approved the Consent Calendar, as presented.

AYES: KIMBALL, SANCHEZ, SALINAS, PADILLA.

NOES: None.

ABSENT: MECUM.

**PUBLIC HEARING: CONSIDERATION OF RESOLUTION 16-33 APPROVING A REQUEST FOR A VARIANCE TO MAXIMUM HEIGHT STRUCTURE AT 497 ORANGE.**

Interim City Manager, Bill Zigler presented this item and staff report. The Interim Manager stated this is a request for approval of a variance to the maximum height for a garden structure at 497 Orange. He described the project and provided pictures. He then asked that Council conduct the Public Hearing and approve the draft resolution.

Mayor PADILLA stated this is a Public Hearing Item. She asked if there were any further questions from Council, seeing none she opened the Public Hearing at 6:41:00pm for those in support of the request. Seeing none, she then asked for anyone who would like to speak opposing the request. Seeing none, she closed the Public Hearing at 6:41:30pm and asked for any further questions from Council. Hearing none, she asked what action Council would like to take on this request.

**ACTION:**

On Motion by KIMBALL and Second by SANCHEZ, the Lindsay City Council approved RESOLUTION 16-33 APPROVING A REQUEST FOR A VARIANCE TO MAXIMUM HEIGHT STRUCTURE AT 497 ORANGE.

AYES: KIMBALL, SANCHEZ, PADILLA.

NOES: None.

ABSENT: MECUM.

Council member SALINAS stated the applicant is related to him & stepped out for the entire discussion.

**PUBLIC HEARING: CONSIDERATION OF RESOLUTION 16-29 ORDERING THE CONTINUED MAINTENANCE OF LANDSCAPE & LIGHTING MAINTENANCE DISTRICTS AND CONFIRMING THE ENGINEERS REPORT AND ASSESSMENT FOR 2016-17.**

City Services Director Mike Camarena presented this item and staff report. The City Services Director stated the City does an annual evaluation for all the Landscape and Lighting Assessment Districts to determine their needs and assessments. Once the assessments are approved by the City Council they are placed upon the tax bill of the property owner as a special assessment and collected by the County of Tulare. He then asked that Council conduct the Public Hearing and approve the draft resolution.

Mayor PADILLA stated this is a Public Hearing Item. She asked if there were any further questions from Council, seeing none she opened the Public Hearing at 6:45:00pm for those in support of the request. Seeing none she asked if there was anyone wishing to speak opposing the request, seeing none she closed the Public Hearing at 6:45:30pm and asked for any further questions from Council. Hearing none, she asked what action Council would like to take on Resolution 16-29.

**ACTION:**

On Motion by SALINAS and Second by KIMBALL, the Lindsay City Council approved RESOLUTION 16-29 ORDERING THE CONTINUED MAINTENANCE OF LANDSCAPE & LIGHTING MAINTENANCE DISTRICTS AND CONFIRMING THE ENGINEERS REPORT AND ASSESSMENT FOR 2016-17.

AYES: SALINAS, KIMBALL, SANCHEZ, PADILLA.

NOES: None.

ABSENT: MECUM.

**REVIEW OF APPROVAL OF RESOLUTION 16-31 ADDRESSING ¼ MILE PESTICIDE BUFFER ZONE.**

Mayor Pro Tem SANCHEZ explained she thought Council was going to sign on to the request to support El Quinto Sol by signing their form as well as Resolution 16-31.

City Attorney explained the resolution contains the support of El Quinto Sol as well as defining the City of Lindsay's role in pesticide control. Signature by the Mayor on either form would need to confirm the wishes of the entire City Council. However a Council member could sign the letter of support as an individual or resident.

Brief Council & staff discussion followed with Council members SALINAS & KIMBALL stating they supported Resolution 16-31.

Mayor PADILLA asked for Legal Council's clarification on what was required to either take no action or change Council's position to support Resolution 16-31 or not.

**REVIEW OF APPROVAL OF RESOLUTION 16-31** continued

City Attorney stated there was nothing needed if Council didn't want to change its position. If there was a request for any change, there must be a motion.

Mayor Pro Tem SANCHEZ motioned to support signing of El Quinto Sol's letter rather than Resolution 16-31.

Mayor PADILLA asked for second and there was no response.

**ACTION:**

Mayor PADILLA announced Motion has died for lack of a second. She then announced there was no change to the support of Resolution 16-31 addressing ¼ mile buffer zone.

**SECOND READING AND ADOPTION OF THE FOLLOWING ORDINANCES:**

- A) Ordinance #554 City Parks & Recreation
- B) Ordinance #555 Mandatory Organic Waste Recycling.
- C) Ordinance #556 Amending the Water Conservation Plan.

City Services Director Mike Camarena presented these ordinances one at a time. The City Services Director stated this is a request for the second reading and adoption of Ordinance #554. The ordinance was presented in its entirety at the meeting of June 28<sup>th</sup>. There were no amendments requested by Council at that time and staff is requesting approval of Ordinance #554 and Attachment "A" the Park Reservation Fee Schedule.

Mayor PADILLA asked if there were any questions from Council, seeing none she asked what action Council would like to take on Ordinance #554.

**ACTION:**

On Motion by KIMBALL and Second by SALINAS, the Lindsay City Council Approved the Second Reading & Adoption of Ordinance #554 Adding Title 14 to the Lindsay Municipal Code regarding City Parks & Recreation Areas & waived the reading of the ordinance in full.

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

**SECOND READING & ADOPTION OF ORDINANCE #555 ESTABLISHING MANDATORY ORGANIC WASTE RECYCLING.**

City Services Director Mike Camarena introduced Ordinance #555 and staff report. The City Services Director stated this is a request for approval of the Second Reading and Adoption of Ordinance #555. The ordinance was presented in its entirety at the meeting of June 28<sup>th</sup>. There were no amendments requested by Council at that time and staff is requesting approval of Ordinance #555

Mayor PADILLA asked for any questions from Council, seeing none, she asked what action they would like to take on Ordinance #555.

**ACTION:**

On Motion by KIMBALL and Second by SALINAS, the Lindsay City Council Approved the Second Reading & Adoption of Ordinance #555 Amending Title 8 of the Lindsay Municipal Code by adding Chapter 8.34 Establishing Organic Waste Recycling & waived the reading of the ordinance in full.

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

**SECOND READING & ADOPTION OF ORDINANCE #556 AMENDING THE WATER CONSERVATION PLAN.**

City Services Director Mike Camarena introduced Ordinance #556 and staff report. The City Services Director stated this is a request for the second reading and adoption of Ordinance #556. The ordinance was presented in its entirety at the meeting of June 28<sup>th</sup>. There were no amendments requested by Council at that time and staff is requesting approval of Ordinance #556.

**SECOND READING & ADOPTION OF ORDINANCE #556 AMENDING THE WATER CONSERVATION PLAN.**

Mayor PADILLA asked for any questions from Council, seeing none, she asked what action they would like to take on Ordinance #556.

**ACTION:**

On Motion by KIMBALL and Second by SALINAS, the Lindsay City Council Approved the Second Reading & Adoption of Ordinance #556 amending Section 13.04.345 to Title 13 of the Lindsay Municipal Code regarding enforcement of the Amended Water Conservation Plan and waived the reading of the ordinance in full.

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

**COUNCIL RESPONSE TO GRAND JURY FINAL REPORT ENTITLED "TULARE COUNTY, ARE WE READY FOR EL NIÑO?"**

Interim City Manager Bill Zigler introduced this item and staff report. The Interim City Manager explained the prepared response to the Grand Jury in great detail, answering questions as he went through the six findings and six recommendations. He then asked for any further questions from Council and asked for Minute Order Approval of the draft letter of response.

**ACTION:**

On Motion by KIMBALL and Second by SANCHEZ, the Lindsay City Council Approved the prepared City Council response to Grand Jury Report entitled "Tulare County, are we ready for El Niño?"

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

Mayor PADILLA then thanked all who attended tonight's meeting. The next regular meeting is scheduled for Tuesday July 26 and all are invited to attend and participate. This meeting will now close and go into Executive Session.

**EXECUTIVE SESSION**

- 1) Public Employee Annual Performance Evaluation GC§54957  
Title: Interim City Manager

Mayor PADILLA reconvened the meeting and announced no action was taken and there was nothing to report.

Council member SALINAS asked City Attorney "What happens now that Council member MECUM has forfeited his seat, since he has missed 3 consecutive regular meetings without being excused by the Council?" Section 3.03 (A) (4) of the Charter is very clear on this matter and would like it addressed.

Response by Counsel was that he wasn't sure on the matter but would look into it and then meet with the Interim Manager and the Mayor regarding the issue.

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

**ADJOURN.** Upon motion by SALINAS and Second by SANCHEZ, Mayor PADILLA adjourned the Meeting of the Lindsay City Council at 7:57 pm. The next Regular City Council Meeting is scheduled for **Tuesday, July 26, 2016 at 6PM** in the Council Chambers at City Hall, 251 E. Honolulu, Lindsay, CA 93247.

ATTEST:

CITY COUNCIL OF THE CITY OF LINDSAY

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Carmela Wilson, City Clerk

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Ramona Villarreal-Padilla, Mayor

**CITY OF LINDSAY ORGANIZATIONAL CHART FOR 2016-2017**

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

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

## WARRANT LIST 7/26/2016

CHECK #	DATE	VENDOR #	VENDOR	FUND	ACCOUNT	DESCRIPTION	AMOUNT
87028	7/15/16	5677	AL JAMES REID	3004300	055006	JUNE 2016	\$200.00
87029	7/15/16	5943	ALEJANDRA CARRANZA	3004300	055026	JUNE 2016	\$1,078.00
87031	7/15/16	5009	ANDY GARCIA	3004300	055019	JUNE 2016	\$240.00
87030	7/15/16	5674	ANTHONY GONZALEZ	3004300	055006	JUNE 2016	\$325.00
87092	7/15/16	3797	BETSON IMPERIAL PARTS	3004300	069113	JULY 2016	\$1,447.20
87093	7/18/16	4130	CALIFORNIA HOUSING FINANCING AGENCY	600	47001	RDLP-090806-03	\$25,000.00
87094	7/18/16	4130	CALIFORNIA HOUSING FINANCING AGENCY	660	47001	HELP-080803-06	\$50,000.00
87032	7/15/16	873	CALIFORNIA RURAL WATER	5524552	037004	DUES 2016/2017	\$494.50
87032	7/15/16	873	CALIFORNIA RURAL WATER	5534553	037004	DUES 2016/2017	\$494.50
87033	7/15/16	4203	CEMEX	6004775	064002	9433520969	\$413.25
87034	7/15/16	2872	CHIED SUPPLY	1014110	024000	118141	\$123.92
87035	7/15/16	5930	CHRIS ALLARD	4004400	023000	LW11-JUNE 2016	\$200.00
87035	7/15/16	5930	CHRIS ALLARD	3004300	069092	MCD11-JUNE 2016	\$800.00
87095	7/18/16	6046	CREATIVE PLASTERING, INC.	6004775	064002	OLIVE BOWL RESTROOM	\$14,500.00
87036	7/15/16	4632	CTL-SEE'S	6004180	065000	10593	\$1,355.00
87037	7/15/16	102	CULLIGAN	6004552	064002	154799	\$333.25
87037	7/15/16	102	CULLIGAN	1014090	037018	F.C.-154799	\$3.80
87037	7/15/16	102	CULLIGAN	6004552	064002	154807	\$151.50
87037	7/15/16	102	CULLIGAN	1014090	037018	F.C.-154807	\$0.87
87037	7/15/16	102	CULLIGAN	6004552	064002	154815	\$201.50
87037	7/15/16	102	CULLIGAN	1014090	037018	F.C.-154815	\$1.80
87037	7/15/16	102	CULLIGAN	6004552	064002	154823	\$38.75
87037	7/15/16	102	CULLIGAN	1014090	037018	F.C.-154823	\$0.51
87037	7/15/16	102	CULLIGAN	5534553	022000	3301	\$39.50
87037	7/15/16	102	CULLIGAN	1014090	037018	F.C.-3301	\$0.88
87038	7/15/16	1463	DANNY SALINAS	1014010	037012	JUNE 2016	\$50.00
87039	7/15/16	2223	DIANE BUCAROFF	1014070	031000	JUNE 2016	\$390.00
87040	7/15/16	6039	DINA RESTIVO	4004400	055006	JUNE 2016	\$960.00
87041	7/15/16	119	DOUG DELEO WELDING	1014120	022000	16-1608	\$237.87
87096	7/18/16	119	DOUG DELEO WELDING	6004775	064002	16-1720	\$1,566.00
87096	7/18/16	119	DOUG DELEO WELDING	6004775	064007	16-102	\$1,809.00
87096	7/18/16	119	DOUG DELEO WELDING	6004775	064002	16-115	\$367.20

## WARRANT LIST 7/26/2016

CHECK #	DATE	VENDOR #	VENDOR	FUND	ACCOUNT	DESCRIPTION	AMOUNT
87096	7/18/16	119	DOUG DELEO WELDING	6004775	064002	16-117	\$150.00
87096	7/18/16	119	DOUG DELEO WELDING	6004775	064002	16-114	\$708.40
87096	7/18/16	119	DOUG DELEO WELDING	6004775	064002	16-103	\$4,479.94
87042	7/15/16	6042	ELIJAH MORENO	3004300	055019	JUNE 2016	\$360.00
87043	7/15/16	5611	ELITE FITNESS	3004300	069113	JUNE 2016	\$4,275.00
87044	7/15/16	6040	ERMELINDA PUENTES	4004400	055006	JUNE 2016	\$325.00
87045	7/15/16	5676	FIT FOR LIFE	4004400	055006	JUNE 2016	\$350.00
87046	7/15/16	137	FRIANT WATER AUTHORITY	5524552	022010	109997	\$1,706.00
87047	7/15/16	6010	FRONTIER COMMUNICATIONS	5534553	033001	559-562-6317	\$70.46
87048	7/15/16	4837	GREG MULLINS	3004300	055006	JUNE 2016	\$200.00
87097	7/18/19	6035	HD SUPPLY FACILITIES MAINTENANCE	6004775	064002	9146896488	\$3,398.76
87049	7/15/16	3824	HIGH SIERRA LUMBER	6004775	064002	30196494	\$29.78
87049	7/15/16	3824	HIGH SIERRA LUMBER	6004775	064002	30196123	\$607.44
87050	7/15/16	1391	HOME DEPOT	1014210	022000	1163527	\$66.01
87050	7/15/16	1391	HOME DEPOT	6004775	064002	6570410	\$47.13
87050	7/15/16	1391	HOME DEPOT	6004775	064002	2972187	\$895.65
87050	7/15/16	1391	HOME DEPOT	6004775	064002	9014570	\$15.62
87051	7/15/16	4721	HUSSAIN RAYANI	3004300	055019	JUNE 2016	\$600.00
87052	7/15/16	6003	IGNACIO GARCIA	3004300	055019	JUNE 2016	\$225.00
87053	7/15/16	5992	JENNIFER MULLINS	3004300	055006	JUNE 2016	\$150.00
87054	7/15/16	4190	JUAN GUTIERREZ	3004300	055019	JUNE 2016	\$950.00
87055	7/15/16	5994	JULIO C. FONSECA	3004300	055019	JUNE 2016	\$450.00
87056	7/15/16	5804	KELSIE AVIAN	4004400	055006	JUNE 2016	\$225.00
87057	7/15/16	5448	KIRBY MANNON	4004400	055006	JUNE 2016	\$225.00
87058	7/15/16	6041	MAGNUM DRYWALL	6004775	064002	0485-6	\$6,288.36
87059	7/15/16	4981	MARIA A. GUTIERREZ	3004300	055006	JUNE 2016	\$250.00
87060	7/15/16	6043	MARIA E. JIMENEZ	3004300	055006	JUNE 2016	\$25.00
87061	7/15/16	5916	MICHELLE CORONADO	3004300	055026	JUNE 2016	\$1,740.00
87062	7/15/16	5959	MIGUEL RODRIGUEZ	3004300	055019	JUNE 2016	\$480.00
87063	7/15/16	6044	NATALIE A. OLVEDA	3004300	055019	JUNE 2016	\$120.00
87064	7/15/16	1565	OACYS.COM	4004400	033001	153506	\$189.95
87064	7/15/16	1565	OACYS.COM	3004300	069069	153393	\$199.95

## WARRANT LIST 7/26/2016

CHECK #	DATE	VENDOR #	VENDOR	FUND	ACCOUNT	DESCRIPTION	AMOUNT
87064	7/15/16	1565	OACYS.COM	1014110	037000	153393	\$35.00
87064	7/15/16	1565	OACYS.COM	1014050	033001	153393	\$106.24
87064	7/15/16	1565	OACYS.COM	1014040	033001	153393	\$106.24
87064	7/15/16	1565	OACYS.COM	4004400	033001	153393	\$106.24
87064	7/15/16	1565	OACYS.COM	1014110	037000	153393	\$106.23
87065	7/15/16	6026	OSCAR ARREGUIN	3004300	055019	JUNE 2016	\$300.00
87066	7/15/16	1426	PAM KIMBALL	1014010	037012	JUNE 2016	\$50.00
87067	7/15/16	5713	PPG ARCHITECTURAL COATINGS	1014210	022000	971703020944	\$698.73
87067	7/15/16	5713	PPG ARCHITECTURAL COATINGS	1014210	022000	971704015804	\$325.78
87068	7/15/16	4452	RAMONA PADILLA	1014010	037012	JUNE 2016	\$75.00
87069	7/15/16	5696	RASHEEM RAYANI	3004300	055019	JUNE 2016	\$240.00
87070	7/15/16	3840	RICHARD RIOS	1014210	022000	1890	\$500.00
87070	7/15/16	3840	RICHARD RIOS	1014210	022000	1880	\$230.04
87070	7/15/16	3840	RICHARD RIOS	1014210	022000	1879	\$270.00
87018	7/5/16	3840	RICHARD RIOS	1014210	30001	JUNE 2016	\$1,600.00
87071	7/15/16	5511	ROSAENA SANCHEZ	1014010	037012	JUNE 2016	\$50.00
6045	7/18/16	6045	ROYCE ROLLS RINGER COMPANY	6004775	064002	91036	\$224.41
6045	7/18/16	6045	ROYCE ROLLS RINGER COMPANY	6004775	064002	91037	\$160.56
87072	7/15/16	298	SAVE MART	3004300	055026	7/6/16	\$59.33
87072	7/15/16	298	SAVE MART	3004300	069103	6/30/16	\$197.92
87072	7/15/16	298	SAVE MART	3004300	069103	7/8/16	\$42.23
87072	7/15/16	298	SAVE MART	3004300	069115	7/1/16	\$79.72
87078	7/15/16	3208	SHANNON PATTERSON	4004400	055006	JUNE 2016	\$575.00
87079	7/15/16	5624	SIERRA SANITATION	1014210	022000	80888	\$174.00
87079	7/15/16	5624	SIERRA SANITATION	1014090	037018	FC7555	\$3.00
87079	7/15/16	5624	SIERRA SANITATION	6004775	064002	80434	\$327.60
87079	7/15/16	5624	SIERRA SANITATION	6004775	064002	80887	\$347.60
87073	7/15/16	1776	SMART & FINAL	3004300	069116	7/2/16	\$24.94
87073	7/15/16	1776	SMART & FINAL	3004300	069116	7/1/16	\$312.98
87073	7/15/16	1776	SMART & FINAL	3004300	069116	7/8/16	\$244.76
87076	7/15/16	5982	SONIA IZQUIERDO	3004300	055026	JUNE 2016	\$960.00

## WARRANT LIST 7/26/2016

CHECK #	DATE	VENDOR #	VENDOR	FUND	ACCOUNT	DESCRIPTION	AMOUNT
87080	7/15/16	310	SOUTHERN CA. EDISON	4004400	032006	3-031-5675-04	\$4,939.51
87080	7/15/16	310	SOUTHERN CA. EDISON	1014090	037018	3-031-5675-04 LATE FEE	\$27.92
87080	7/15/16	310	SOUTHERN CA. EDISON	5534553	032001	3-035-4725-72	\$34.30
87080	7/15/16	310	SOUTHERN CA. EDISON	1014090	037018	3-035-4725-72 LATE FEE	\$0.28
87080	7/15/16	310	SOUTHERN CA. EDISON	8914891	032001	2-32-032-1755	\$53.66
87080	7/15/16	310	SOUTHERN CA. EDISON	1014090	037018	2-32-032-1755 LATE FEE	\$0.39
87081	7/15/16	5286	SPECTRUM SPORTS INTERNATIONAL	3004300	069092	10824	\$2,700.00
87075	7/15/16	4914	STEPHANIE VELASQUEZ	3004300	055006	JUNE 2016	\$1,050.00
87075	7/15/16	4914	STEPHANIE VELASQUEZ	3004300	069115	JUNE 2016	\$1,645.00
87075	7/15/16	4914	STEPHANIE VELASQUEZ	4004400	055006	JUNE 2016	\$225.00
87074	7/15/16	5490	STEVEN MECUM	1014010	037012	JUNE 2016	\$50.00
87077	7/15/16	5267	SUNGARD PUBLIC SECTOR	1014120	037000	121374	\$605.00
87077	7/15/16	5267	SUNGARD PUBLIC SECTOR	3004300	037000	121374	\$605.00
87077	7/15/16	5267	SUNGARD PUBLIC SECTOR	5524552	037000	121374	\$605.00
87077	7/15/16	5267	SUNGARD PUBLIC SECTOR	5534553	019000	121374	\$605.00
87077	7/15/16	5267	SUNGARD PUBLIC SECTOR	1014050	037000	121374	\$605.00
87077	7/15/16	5267	SUNGARD PUBLIC SECTOR	1014050	037000	121374-ADDITIONAL USER	\$32.00
87082	7/15/16	144	THE GAS COMPANY	4004400	032006	092-375-2718-0	\$61.02
87083	7/15/16	4943	TIMOTHY CULVER	3004300	055026	JUNE 2016	\$6,160.00
87084	7/15/16	6011	TONY S. MADSON	3004300	069092	JUNE 2016	\$1,384.00
87085	7/15/16	5708	TYLER DAGUMAN	3004300	055019	JUNE 2016	\$120.00
87086	7/15/16	356	USA BLUEBOOK	5534553	019000	924323	\$537.73
87087	7/15/16	5942	VANESSA GUTIERREZ	3004300	055026	JUNE 2016	\$1,065.75
87091	7/15/16	1604	VISA	6004180	064002	C.O.L.	\$5,159.63
87091	7/15/16	1604	VISA	1014040	037004	C.O.L.-MARIA K. ADOBE	\$14.99
87091	7/15/16	1604	VISA	1014110	037004	C.O.L.-MARI C. ADOBE	\$14.99
87091	7/15/16	1604	VISA	1014040	036008	C.O.L.-ETHERNET CONVERTER	\$29.15
87091	7/15/16	1604	VISA	1014050	036008	C.O.L.-ETHERNET CONVERTER	\$29.15
87091	7/15/16	1604	VISA	1014070	036008	C.O.L.-ETHERNET CONVERTER	\$29.15
87091	7/15/16	1604	VISA	1014120	036008	C.O.L.-ETHERNET CONVERTER	\$29.15
87091	7/15/16	1604	VISA	3004300	055026	C.O.L.	\$806.69
87091	7/15/16	1604	VISA	1014090	037018	C.O.L.-LATE FEE	\$39.00

## WARRANT LIST 7/26/2016

CHECK #	DATE	VENDOR #	VENDOR	FUND	ACCOUNT	DESCRIPTION	AMOUNT
87091	7/15/16	1604	VISA	1014090	037018	C.O.L.-INTEREST CHARGE	\$77.20
87091	7/15/16	1604	VISA	1014090	037018	M.C.-OVERLIMIT & LATE FEE	\$78.00
87091	7/15/16	1604	VISA	1014090	037018	M.C.-INTEREST CHARGE	\$86.85
87091	7/15/16	1604	VISA	1014090	037018	B.Z.-LATE FEE	\$39.00
87091	7/15/16	1604	VISA	1014090	037018	B.Z.-INTEREST CHARGE	\$4.09
87091	7/15/16	1604	VISA	1014110	037004	C.H.-MAY ADOBE	\$9.99
87091	7/15/16	1604	VISA	1014110	037004	C.H.-ADOBE	\$14.99
87091	7/15/16	1604	VISA	1014110	037004	C.H.-JUNE ADOBE	\$9.99
87091	7/15/16	1604	VISA	1014090	037018	C.H.-INTEREST & LATE FEE	\$31.00
87088	7/15/16	5732	WILBURN-ELLIS	6004775	064002	10079781	\$575.75
87088	7/15/16	5732	WILBURN-ELLIS	6004775	064002	10085384	\$287.93
87088	7/15/16	5732	WILBURN-ELLIS	6004775	064002	CREDIT ON ACCOUNT	-\$545.40
87089	7/15/16	4978	WILLIAM PETERSON	3004300	055019	JUNE 2016	\$480.00
87090	7/15/16	5912	YVETTE DURAN	3004300	055006	JUNE 2016	\$200.00
						<b>TOTAL</b>	<b>\$171,773.65</b>



DATE : July 26, 2016  
TO : Mayor Padilla and City Council Members  
FROM : Michael Camarena, City Services Director  
RE : Resolution No. 16-34, a Resolution of the City Council of the City of Lindsay  
Authorizing the Mayor to Execute 2016 Contract Year Unreleased Restoration  
Flow Agreement No. 16-WC-20-4868, Friant Division with the United States  
Department of the Interior, Bureau of Reclamation.

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Resolution No. 16-34, authorizes the Mayor to execute 2016 Contract Year Unreleased Restoration Flow Agreement No. 16-WC-20-4868, Friant Division with the United States Department of the Interior, Bureau of Reclamation. To date, the City has had 97 acre feet (AF) of water available with restrictions of timing for delivery of this water. This contract completes the ability to utilize this water.

Unreleased Restoration Flows (URF) are generated at Friant Dam (Millerton) if conditions prevent the full release of the Restoration Flow allocation in a given year. Due to normal or near normal rainfall during the winter and spring months, there was approximately 85,000 AF of URF water available to Class I and Class II Friant Division contractors. The City committed to our share of URF water. Costs for this water are included with adopted budgets.

Staff requests approval Resolution No. 16-34, a Resolution of the City Council of the City of Lindsay authorizing the Mayor to execute 2016 Contract Year Unreleased Restoration Flow Agreement No. 16-WC-20-4868, Friant Division with the United States Department of the Interior, Bureau of Reclamation.

**Attachments:**

1. Resolution No. 16-34, authorizing the Mayor to execute 2016 contract year unreleased Restoration Flow Agreement No. 16-WC-20-4868, Friant Division with the United States Department of the Interior, Bureau of Reclamation;
2. 2016 Contract Year Unreleased Restoration Flow Agreement No. 16-WC-20-4868.

**RESOLUTION NO. 16-34**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY AUTHORIZING THE MAYOR TO SIGN 2016 CONTRACT YEAR UNRELEASED RESTORATION FLOW AGREEMENT NO. 16-WC-20-4868, FRIANT DIVISION, WITH THE UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF RECLAMATION.**

At a Regular meeting of the City Council of the City of Lindsay held the 26th day of July 2016, at 6:00 p.m. of said day, in the Council Chambers at City Hall, 251 East Honolulu, Lindsay, California 93247, the following resolution was adopted:

**WHEREAS**, City Staff and Legal Counsel have reviewed the document and determined that the terms and conditions of the contract are in the best interests of the City of Lindsay,

**NOW, THEREFORE, BE IT RESOLVED** that the Lindsay City Council hereby approves the Unreleased Restoration Flow Agreement with the United States Department of Interior, Bureau of Reclamation for Friant Division Water Year 2016; and

**BE IT FURTHER RESOLVED**, that the terms and conditions of the contract are in the best interests of the City of Lindsay and now therefore directs the Mayor to execute the document herein referenced as 16-WC-20-4868, on behalf of the City of Lindsay

**PASSED AND ADOPTED** by the City Council of the City of Lindsay this 26th day of July, 2016.

CITY COUNCIL OF THE CITY OF LINDSAY

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

ATTEST:

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



# United States Department of the Interior

BUREAU OF RECLAMATION  
Mid-Pacific Region  
South-Central California Area Office  
1243 N Street  
Fresno, CA 93721-1813

IN REPLY REFER TO:

SCC-444  
WTR-4.00

APR 19 2016

Michael Camarena  
Director of City Services  
City of Lindsay  
P.O. Box 369  
Lindsay, CA 93247

Subject: 2016 Contract Year Unreleased Restoration Flow Agreement No. 16-WC-20-4868 Lindsay  
City (District) - Friant Division

Dear Mr. Camarena:

Enclosed are three bluebound originals of the subject Agreement providing for Unreleased Restoration Flows (URF). The URF water will be delivered under this Agreement pursuant to Paragraph 13(i) of the San Joaquin River Restoration Settlement Act. If the enclosed Agreement is acceptable to the District, please have the authorized official of the District sign each of the bluebound originals and return all originals to this office, Attention: MP-444 (Mr. Moses Prieto), as expeditiously as possible. Please note that the Agreement will be dated after execution by the Area Manager. In addition, an original Board of Directors resolution approving this Agreement as to form and authorizing the designated official to sign the Agreement is to be submitted along with the signed originals of the Agreement.

Execution of this Agreement by the Bureau of Reclamation is contingent upon the District being in compliance with all terms and conditions of its existing Central Valley Project Contract No. 5-07-20-W0428-LTR1. Upon completion of final processing, an original of this Agreement will be sent to the District for their records.

The acre-foot rate for the Tier 1 URF water is \$60.00. Payment for URF water must be made separate from the District's other Contract water supplies, and must be accompanied by a payment recap and water delivery schedule. Payments are to be mailed to:

Bureau of Reclamation  
Mid-Pacific Region  
P.O. Box 301502  
Los Angeles, CA 90030-1502

If you have any questions about this letter or the Agreement, please feel free to contact me by phone at 559-487-5041, or by email at mlebarre@usbr.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael LeBarre". The signature is fluid and cursive, with the first name "Michael" and last name "LeBarre" clearly distinguishable.

Michael LeBarre  
Chief, Contracts Administration Branch

Enclosures - 3

cc: Mr. Jason Phillips  
Chief Executive Officer  
Friant Water Authority  
854 North Harvard Avenue  
Lindsay, CA 93247-1715  
(w/o enclosures)



25 Officer shall release as much of the Restoration Flows as possible, in consultation with the  
26 Restoration Administrator, in light of then-existing channel capacity and without delaying  
27 completion of the Phase 1 improvements; and

28 [3<sup>rd</sup>] WHEREAS, the Contracting Officer, in consultation with the  
29 Restoration Administrator, shall use the amount of the Restoration Flows not released in any  
30 such year, hereinafter referred to as Unreleased Restoration Flows or URFs, by taking one or  
31 more of the steps prescribed in Paragraph 13(i) of the Settlement to best achieve the Restoration  
32 Goal, as determined by the Contracting Officer; and

33 [4<sup>th</sup>] WHEREAS, the Contractor and the Unites States have entered into  
34 Contract No. 5-07-20-W0428-LTR1, hereinafter referred to as Contract, for the delivery of  
35 Project Water; and

36 [5<sup>th</sup>] WHEREAS, Article 3(f) of the Contract provides for, following the declaration of  
37 Water Made Available under Article 4 of the Contract, the Contracting officer to make a  
38 determination whether Project Water, or other water available to the Project, can be made  
39 available to the Contractor in addition to the Contractor Total provided in Article 3(a) of the  
40 Contract during the Year without adversely impacting the Project or other Project Contractors  
41 and consistent with the Secretary of the Interior's legal obligations.

42 NOW, THEREFORE, in consideration of the mutual and dependent covenants herein  
43 contained, the parties mutually agree as follows:

44 1. This Agreement shall become effective on the date first hereinabove written and  
45 shall remain in effect through February 28, 2017: Provided, That any performance of the

46 obligations provided in Articles 4, 7, and 9 of this Agreement shall survive the termination date  
47 of this Agreement and shall continue until all such obligations are complete.

48         2. Pursuant to Article 3(f) of the Contract and consistent with all applicable State  
49 water rights, permits and licenses, Federal law, and the Settlement including SJRRSA, the  
50 Contracting Officer shall make available for delivery to the Contractor 97 acre-feet of URFs  
51 within the Contractor's Service Area for reasonable and beneficial uses in accordance with the  
52 terms of the Contract; *Provided*, That the Parties understand and agree that the availability of  
53 URFs are subject to Paragraph 13(i) of the Settlement and will be furnished if, as, and when it  
54 can be made available, as solely and conclusively determined by the Contracting Officer.

55         3. Upon execution of this Agreement, the Contractor shall submit to the  
56 Contracting Officer a written schedule that is satisfactory to the Contracting Officer, providing  
57 for the total volume of URFs, identified in Article 2 herein, to be delivered by May 15, 2016.  
58 The Contractor's written schedule and any revisions thereof, which shall be for the total volume  
59 of URFs identified in Article 2 herein, shall be subject to the approval of the Contracting Officer.

60         4. Upon submission of the schedule by the Contractor, as provided in Article 4  
61 herein, the Contractor shall ensure payment has been made to the United States equal to the total  
62 volume of URFs scheduled pursuant to this Agreement at the rate of \$60 per acre-foot. URFs  
63 shall not be delivered to the Contractor prior to receipt of full payment. Should the Contracting  
64 Officer subsequently be unable to deliver the volume of URFs identified in Article 2 herein, or  
65 any portion thereof, due to conditions beyond the control of the Contracting Officer, as solely  
66 and conclusively determined by the Contracting Officer, the Contractor may request a refund for  
67 the difference between the amount paid by the Contractor and the actual amount of URFs

68 delivered pursuant to this Agreement. Such request shall be made no sooner than January 1,  
69 2017 and no later than April 30, 2017, and the Contracting Officer shall promptly return any  
70 properly requested refund to the Contractor.

71 5. Any discrepancy in location, delivery, or measurement between this Agreement  
72 and the Contract shall be reconciled by the Contracting Officer, after consultation with the  
73 Contractor.

74 6. URFs made available to Contractor pursuant to this Agreement may be sold,  
75 transferred, exchanged, or banked in accordance with Articles 3(d) and 10(b) and (c), and as  
76 otherwise authorized in the Contract.

77 7. The Contractor may request permission to reschedule for use during the  
78 2017 Year some or all of the URFs made available under this Agreement and consistent with the  
79 priorities of storage of other water supplies in Millerton Reservoir; *Provided*, That the Contractor  
80 shall make an additional payment to the United States equal to the volume of URFs rescheduled  
81 at the rate of \$60 per acre-foot.

82 8. The Contracting Officer shall not undertake any action pursuant to this  
83 Agreement that increases the water delivery reductions to any Friant Division long-term  
84 contractor beyond what would have been caused by releases in accordance with the hydrographs  
85 in Exhibit B of the Settlement. In the event that Millerton Reservoir fills and capacity is no  
86 longer available for URFs that have accrued in Millerton Reservoir pursuant to this Agreement,  
87 as solely and conclusively determined by the Contracting Officer, the URFs determined by the  
88 Contracting Officer to have previously accrued in Millerton Reservoir, and not yet delivered to  
89 Contractor, shall be among the first water spilled; *Provided*, That the Contracting Officer will, to

90 the extent practicable, inform the Contractor by written notice, or otherwise, of any impending  
91 spill of URFs from Millerton Reservoir.

92 9. In the event the quantity of URFs diverted by the Contractor exceeds the quantity  
93 of URFs available pursuant to this Agreement, the Contractor shall immediately take all  
94 reasonable actions to make available a like amount of water into the Project Facilities for use by  
95 the United States for Project purposes.

96 10. All payments received by the United States from the Contractor pursuant to this  
97 Agreement shall be deposited into the San Joaquin River Restoration Settlement Fund.

98 11. The Contractor shall be solely responsible for making any and all payments to the  
99 Operating Non-Federal Entity for any operation and maintenance or additional costs associated  
100 with the delivery of URFs pursuant to this Agreement.

101 12. URFs delivered to the Contractor pursuant to this Agreement shall be considered  
102 an offset to the Contractor's Recovered Water Account pursuant to Paragraph 16(b) of the  
103 Settlement.

104 13. Any notice, demand, or request authorized or required by this Agreement shall be  
105 deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or  
106 delivered to the Program Manager, San Joaquin River Restoration Program, 2800 Cottage Way,  
107 Sacramento, CA 95825, and on behalf of the United States, when mailed, postage prepaid, or  
108 delivered to the Board of Directors of the CITY OF LINDSAY. The designation of the  
109 addressee or the address may be changed by notice given in the same manner as provided in this  
110 Article of this Agreement for other notices.

111 14. Except as expressly stated in this Agreement, this Agreement shall be consistent  
112 with and subject to the terms and conditions of the Contract.

113 15. This Agreement has been negotiated and reviewed by the Parties hereto, each of  
114 whom is sophisticated in the matters to which this Agreement pertains and no one party shall be  
115 considered to have drafted the stated articles.

116 16. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of  
117 the date first above written.

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UNITED STATES OF AMERICA

By: \_\_\_\_\_  
Area Manager  
South-Central California Area Office  
Bureau of Reclamation

CITY OF LINDSAY

By: \_\_\_\_\_  
President, Board of Directors

(SEAL)

Attest:

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



DATE : July 26, 2016  
TO : Mayor Padilla and City Council Members  
FROM : Michael Camarena, City Services Director  
RE : Resolution No. 16-35, a Resolution of the City Council of the City of Lindsay Authorizing the Mayor to Execute 2016 Contract Year Unreleased Restoration Flow Tier 2 Agreement No. 16-WC-20-4907, Friant Division with the United States Department of the Interior, Bureau of Reclamation.

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Resolution No. 16-35, authorizes the Mayor to execute 2016 Contract Year Unreleased Restoration Flow Tier 2 Agreement No. 16-WC-20-4907, Friant Division with the United States Department of the Interior, Bureau of Reclamation. The City has 234 acre feet (AF) of water available for delivery of this water. This contract completes the ability to utilize this water.

Unreleased Restoration Flows (URF) are generated at Friant Dam (Millerton) if conditions prevent the full release of the Restoration Flow allocation in a given year. Due to normal or near normal rainfall during the winter and spring months, there was approximately 75,000 AF of Tier 2 URF water available to Class I and Class II Friant Division contractors. The City committed to our share of URF water. Costs for this water are included with adopted budgets. This water also has the ability of carry over into next water year.

Staff requests approval Resolution No. 16-35, a Resolution of the City Council of the City of Lindsay authorizing the Mayor to execute 2016 Contract Year Unreleased Restoration Flow Tier 2 Agreement No. 16-WC-20-4907, Friant Division with the United States Department of the Interior, Bureau of Reclamation.

**Attachments;**

1. Resolution No. 16-35, a Resolution of the City Council of the City of Lindsay authorizing the Mayor to Execute 2016 Contract Year Unreleased Restoration Flow Tier 2 Agreement No. 16-WC-20-4907, Friant Division with the United States Department of the Interior, Bureau of Reclamation;
2. 2016 Contract Year Unreleased Restoration Flow Agreement No. 16-WC-20-4907.

**RESOLUTION NO. 16-35**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY  
AUTHORIZING THE MAYOR TO SIGN 2016 CONTRACT YEAR UNRELEASED  
RESTORATION FLOW TIER 2 AGREEMENT NO. 16-WC-20-4907, FRIANT  
DIVISION, WITH THE UNITED STATES DEPARTMENT OF THE INTERIOR,  
BUREAU OF RECLAMATION**

At a Regular meeting of the City Council of the City of Lindsay held the 26th day of July 2016, at 6:00 p.m. of said day, in the Council Chambers at City Hall, 251 East Honolulu, Lindsay, California 93247, the following resolution was adopted:

**WHEREAS**, City Staff and Legal Counsel have reviewed the document and determined that the terms and conditions of the contract are in the best interests of the City of Lindsay,

**NOW, THEREFORE, BE IT RESOLVED** that the Lindsay City Council hereby approves the Unreleased Restoration Flow Tier 2 Agreement with the United States Department of Interior, Bureau of Reclamation for Friant Division Water Year 2016; and

**BE IT FURTHER RESOLVED**, that the terms and conditions of the contract are in the best interests of the City of Lindsay and now therefore directs the Mayor to execute the document herein referenced as 16-WC-20-4907, on behalf of the City of Lindsay

**PASSED AND ADOPTED** by the City Council of the City of Lindsay this 26th day of July, 2016.

CITY COUNCIL OF THE CITY OF LINDSAY

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

ATTEST:

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



# United States Department of the Interior

BUREAU OF RECLAMATION  
Mid-Pacific Region  
South-Central California Area Office  
1243 N Street  
Fresno, CA 93721-1813

JUN 08 2016

IN REPLY REFER TO:

SCC-444  
WTR-4.00

Mr. Michael Camarena  
Director of City Services  
City of Lindsay  
P.O. Box 369  
Lindsay, CA 93247

Subject: 2016 Contract Year Unreleased Restoration Flow Tier 2 Agreement No. 16-WC-20-4907-  
City of Lindsay (City) - Friant Division

Dear Mr. Camarena:

Enclosed are three bluebound originals of the subject Agreement providing for Tier 2 Unreleased Restoration Flows (URF). The URF water will be delivered under this Agreement pursuant to Paragraph 13(i) of the San Joaquin River Restoration Settlement Act. If the enclosed Agreement is acceptable to the City, please have the authorized official of the City sign each of the bluebound originals and return all originals to this office, Attention: MP-444 (Mr. Moses Prieto), as expeditiously as possible. Please note that the Agreement will be dated after execution by the Area Manager. In addition, an original Board of Supervisors resolution approving this Agreement as to form and authorizing the designated official to sign the Agreement is to be submitted along with the signed originals of the Agreement.

Execution of this Agreement by the Bureau of Reclamation is contingent upon the City being in compliance with all terms and conditions of its existing Central Valley Project Contract No. 5-07-20-W0428. Upon completion of final processing, an original of this Agreement will be sent to the District for their records.

The acre-foot rate for the Tier 2 URF water is \$150.00. Payment for URF water must be made separate from the City's other Contract water supplies, and must be accompanied by a payment recap and water delivery schedule. Payments are to be mailed to:

Bureau of Reclamation  
Mid-Pacific Region  
P.O. Box 301502  
Los Angeles, CA 90030-1502

RECEIVED

JUN 14 2016  
23

BY: \_\_\_\_\_

If you have any questions about this letter or the Agreement, please feel free to contact me by phone at 559-487-5041, or by email at [mlebarre@usbr.gov](mailto:mlebarre@usbr.gov).

Sincerely,

A handwritten signature in black ink that reads "Michael C. LeBarre". The signature is written in a cursive style with a large, prominent initial "M".

Michael LeBarre  
Chief, Contracts Administration Branch

Enclosures - 3

cc: Mr. Jason Phillips  
Chief Executive Officer  
Friant Water Authority  
854 North Harvard Avenue  
Lindsay, CA 93247-1715  
(w/o enclosures)

**UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
Central Valley Project, California**

**AGREEMENT BETWEEN THE UNITED STATES  
AND  
CITY OF LINDSAY  
FOR SALE OF UNRELEASED RESTORATION FLOWS – TIER 2**

9 THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2016, is entered into  
10 pursuant to the Act of June 17, 1902, (32 Stat. 388), and acts amendatory or supplementary  
11 thereto, including but not limited to Title X, Subtitle A, of the Act of March 30, 2009,  
12 (123 Stat. 1349), also referred to as the San Joaquin River Restoration Settlement Act,  
13 hereinafter referred to as SJRRSA, all collectively hereinafter referred to as Federal Reclamation  
14 law, between the UNITED STATES OF AMERICA, hereinafter referred to as the United States,  
15 and the CITY OF LINDSAY, hereinafter referred to as the Contractor, a Central Valley Project  
16 (Project), Friant Division long-term contractor.

17 WITNESSETH, That:

18 [1<sup>st</sup>] WHEREAS, pursuant to the Stipulation of Settlement in *Natural Resources*  
19 *Defense Council, et. al., v. Kirk Rodgers, et. al.*, hereinafter referred to as Settlement, and the  
20 SJRRSA, the Secretary of the Interior, acting through the Bureau of Reclamation, hereinafter  
21 referred to as Contracting Officer, is directed to implement a program that releases  
22 Restoration Flows from Friant Dam; and

23 [2<sup>nd</sup>] WHEREAS, consistent with Paragraph 13(i) of the Settlement, if, for any reason,  
24 full Restoration Flows are not released in any year beginning January 1, 2014, the Contracting

25 Officer shall release as much of the Restoration Flows as possible, in consultation with the  
26 Restoration Administrator, in light of then-existing channel capacity and without delaying  
27 completion of the Phase 1 improvements; and

28 [3<sup>rd</sup>] WHEREAS, the Contracting Officer, in consultation with the  
29 Restoration Administrator, shall use the amount of the Restoration Flows not released in any  
30 such year, hereinafter referred to as Unreleased Restoration Flows or URFs, by taking one or  
31 more of the steps prescribed in Paragraph 13(i) of the Settlement to best achieve the Restoration  
32 Goal, as determined by the Contracting Officer; and

33 [4<sup>th</sup>] WHEREAS, the Contractor and the Unites States have entered into  
34 Contract No. 5-07-20-WO428-LTR1, hereinafter referred to as Contract, for the delivery of  
35 Project Water; and

36 [5<sup>th</sup>] WHEREAS, Article 3(f) of the Contract provides for, following the declaration of  
37 Water Made Available under Article 4 of the Contract, the Contracting officer to make a  
38 determination whether Project Water, or other water available to the Project, can be made  
39 available to the Contractor in addition to the Contractor Total provided in Article 3(a) of the  
40 Contract during the Year without adversely impacting the Project or other Project Contractors  
41 and consistent with the Secretary of the Interior's legal obligations, and

42 [6<sup>th</sup>] WHEREAS, the United States and the Friant Division long-term contractors  
43 previously entered into agreements in 2016 for 85,000 acre-feet of URFs, hereinafter referred to  
44 as Tier 1 URFs, and the United States has subsequently determined that there are additional  
45 URFs available for sale this Year, hereinafter referred to as Tier 2 URFs.

46 [7<sup>th</sup>] WHEREAS, Paragraph 13(i) of the Settlement provides for exchanges of URFs to  
47 have a higher priority than URF sales, and the United States is in negotiations with Friant  
48 Division long-term contractors for such exchanges which would reduce the volume of Tier 2  
49 URFs available for sale.

50 NOW, THEREFORE, in consideration of the mutual and dependent covenants herein  
51 contained, the parties mutually agree as follows:

52 1. This Agreement shall become effective on the date first hereinabove written and  
53 shall remain in effect through February 28, 2017, except as otherwise provided in Article 7 of the  
54 Agreement: *Provided*, That any performance of the obligations provided in Articles 4, 7, and 9 of  
55 this Agreement shall survive the termination date of this Agreement and shall continue until all  
56 such obligations are complete.

57 2. Pursuant to Article 3(f) of the Contract, consistent with all applicable State water  
58 rights, permits and licenses, Federal law, the Settlement including SJRRSA, and subject to the  
59 priority of Tier 1 URFs and URFs exchanges, the Contracting Officer shall make available for  
60 delivery to the Contractor up to **234** acre-feet of Tier 2 URFs, within the Contractor's Service  
61 Area for reasonable and beneficial use in accordance with the terms of the Contract; *Provided*,  
62 That the Parties understand and agree that the availability of Tier 2 URFs pursuant to this  
63 Agreement are subject to Paragraph 13(i) of the Settlement and will be announced as incremental  
64 blocks of water between May 2016 through October 2016, as solely and conclusively determined  
65 by the Contracting Officer. Any announcement(s) by the Contracting Officer of the availability  
66 of Tier 2 URFs pursuant to this Agreement will be made in writing to the Contractor.

67           3.       Upon execution of this Agreement and within five business days of any  
68 announcement by the Contracting Officer on the availability of Tier 2 URFs, the Contractor shall  
69 submit to the Contracting Officer a written schedule that is satisfactory to the  
70 Contracting Officer, providing for the total acre-feet of each block of Tier 2 URFs announced  
71 available, as identified in Article 2 herein, to be delivered by February 28, 2017. The  
72 Contractor's written schedule and any revisions thereof, which shall be for the total announced  
73 volume of the Tier 2 URFs pursuant to Article 2 herein, shall be subject to the approval of the  
74 Contracting Officer.

75           4.       Upon submission of any schedule by the Contractor, as provided in Article 3 of  
76 this Agreement, the Contractor shall ensure payment has been made to the United States equal to  
77 the total acre-feet of Tier 2 URFs scheduled pursuant to this Agreement at the rate of \$150.00 per  
78 acre-foot. Tier 2 URFs shall not be delivered to the Contractor prior to receipt of full payment.  
79 Should the Contracting Officer subsequently be unable to deliver any of the Tier 2 URFs  
80 announced pursuant to Article 2 of this Agreement due to conditions beyond the control of the  
81 Contracting Officer, as solely and conclusively determined by the Contracting Officer, the  
82 Contractor may request a refund for the difference between the amount paid by the Contractor  
83 and the actual amount of Tier 2 URFs delivered pursuant to this Agreement. Such request shall  
84 be made no sooner than January 1, 2017, and no later than April 30, 2017, and the  
85 Contracting Officer shall promptly return any properly requested refund to the Contractor.

86           5.       Any discrepancy in location, delivery, or measurement between this Agreement  
87 and the Contract shall be reconciled by the Contracting Officer, after consultation with the  
88 Contractor.

89           6.       Tier 2 URFs made available to Contractor pursuant to this Agreement may be  
90 sold, transferred, exchanged, or banked in accordance with Articles 3(d) and 10(b) and (c), and  
91 as otherwise authorized in the Contract.

92           7.       The Contractor may request permission to reschedule for use during the 2017  
93 Contract Year some or all of the Tier 2 URFs made available under this Agreement and  
94 consistent with the priorities of storage of other water supplies in Millerton Reservoir; *Provided*,  
95 That the Contractor makes an additional payment to the United States for each acre-foot of URF  
96 water rescheduled at the rate of \$7.00 per acre-foot.

97           8.       The Contracting Officer shall not undertake any action pursuant to this  
98 Agreement that increases the water delivery reductions to any Friant Division long-term  
99 contractor beyond what would have been caused by releases in accordance with the hydrographs  
100 in Exhibit B of the Settlement. In the event that Millerton Reservoir fills and capacity is no  
101 longer available for Tier 2 URFs that has accrued in Millerton Reservoir pursuant to this  
102 Agreement, as solely and conclusively determined by the Contracting Officer, the Tier 2 URFs  
103 determined by the Contracting Officer to have previously accrued in Millerton Reservoir, and not  
104 yet delivered to Contractor, shall be among the first water spilled; *Provided*, That the Contracting  
105 Officer will, to the extent practicable, inform the Contractor by written notice, or otherwise, of  
106 any impending spill of Tier 2 URFs from Millerton Reservoir.

107           9.       In the event the quantity of Tier 2 URFs diverted by the Contractor exceeds the  
108 quantity of Tier 2 URFs available pursuant to this Agreement, an equivalent quantity of water  
109 will be deducted from the Contractor's Class 1 and/or Class 2 Contract supply for use by the  
110 United States for Project purposes.

111           10.    All payments received by the United States from the Contractor pursuant to this  
112 Agreement shall be deposited into the San Joaquin River Restoration Settlement Fund.

113           11.    The Contractor shall be solely responsible for making any and all payments to the  
114 Operating Non-Federal Entity for any operation and maintenance or additional costs associated  
115 with the delivery of Tier 2 URFs pursuant to this Agreement.

116           12.    Tier 2 URFs delivered to the Contractor pursuant to this Agreement shall not  
117 offset the Contractor's Recovered Water Account pursuant to Paragraph 16(b) of the Settlement.

118           13.    Any notice, demand, or request authorized or required by this Agreement shall be  
119 deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or  
120 delivered to the Program Manager, San Joaquin River Restoration Program, 2800 Cottage Way,  
121 Sacramento, CA 95825, and on behalf of the United States, when mailed, postage prepaid, or  
122 delivered to the Board of Directors of the CITY OF LINDSAY. The designation of the addressee  
123 or the address may be changed by notice given in the same manner as provided in this Article of  
124 this Agreement for other notices.

125           14.    Except as expressly stated in this Agreement, this Agreement shall be consistent  
126 with and subject to the terms and conditions of the Contract.

127           15.    This Agreement has been negotiated and reviewed by the Parties hereto, each of  
128 whom is sophisticated in the matters to which this Agreement pertains and no one party shall be  
129 considered to have drafted the stated articles.

130           16.    IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of  
131 the date first above written.

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UNITED STATES OF AMERICA

By: \_\_\_\_\_  
Area Manager  
South-Central California Area Office  
Bureau of Reclamation

CITY OF LINDSAY

By: \_\_\_\_\_  
President, Board of Directors

(SEAL)

Attest:

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



Date: July 26, 2016  
To: Lindsay City Council  
From: Chris Hughes, Interim Director Of Public Safety  
RE : Extension of Police Firing Range Agreement with  
the City of Porterville for FY2016/17

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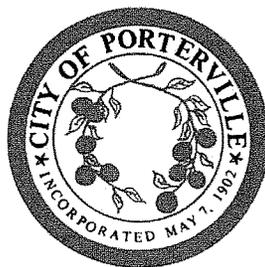
The Lindsay Department of Public Safety is requesting extension of the Police Firing Range Agreement with the City of Porterville for FY2016/2017. Lindsay Public Safety Officers currently train at the firing range once a month and the annual renewal cost for FY 2016/17 will be \$1,500.00. This training is invaluable not only for the safety of the officer but the safety of our citizens in the event an officer is forced to discharge their firearm. The agreement is attached for Council's review.

Respectfully submitted,

Interim Director of Public Safety  
Chris Hughes #683

Attachments:

1. Police Firing Range Agreement



## POLICE FIRING RANGE COOPERATIVE AGREEMENT

This Agreement is entered into as of July 1, 2016, between the CITY OF PORTERVILLE ("CITY"), and the CITY OF LINDSAY ("LINDSAY"), (each a "Party," and collectively, the "Parties"), with reference to the following:

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

ACCORDINGLY, IT IS AGREED:

1. The term of this Agreement shall be for one (1) year, commencing on July 1, 2016, and ending on June 30, 2017.
2. LPD desires use of the Range approximately twelve (12) times per agreement year, at the frequency of approximately one (1) use per month.
3. The cost per agreement year shall be fifteen hundred (\$1,500) dollars.
4. The CITY shall furnish use of the Range to the LPD including restroom facilities if available, and shall pay all taxes, insurance, maintenance fees, and all other costs required to provide use of the Range in accordance with this Agreement.
5. LPD shall have the use of on-site firearms buildings located at the Range for training programs. Any available classroom facility may be used on a case-by-case basis, without additional charge, when arranged through the Porterville Police Department ("PPD") Range Supervisor.
6. PPD and LPD agree the Range shall be open and usable by members of LPD at such times that are mutually agreeable to both parties. Exclusive use of the facilities by LPD must be coordinated with, and scheduled by the PPD Range Supervisor.

7. Prior to exclusive use of the Range, LPD will submit their training agenda and course of fire to the PPD Range Supervisor for approval.
8. LPD agrees that its members using the Range under this Agreement shall be governed by the range safety rules established by PPD. (Firearms Range Rules and Regulations, attached.)
9. On their scheduled training days, the LPD Range Master shall contact PPD Watch Commander upon their arrival and departure from the RANGE.
10. After use of the facility, LPD agrees to ensure the Range is cleaned properly of all debris resulting from their use, including brass. Brass will be left in containers (containing only brass) at the Range for disposal by PPD.
11. Notwithstanding Section 16 herein, both the PPD and LPD reserve the right to cancel this Agreement with thirty (30) days advance written notice to the other, for any (or no) reason. The cost shall be prorated to account for the period the contract was in effect.
12. The amount to be paid by LINDSAY will be due and payable as follows: LINDSAY shall pay the amount as invoiced by the CITY on an annual basis of the agreed-upon cost within thirty days of receiving said invoice(s).
13. The Parties shall hold harmless, defend and indemnify each other, their agents, officers, and employees from and against all liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of their activities or those of their agents, officers, or employees under this Agreement. This indemnification obligation shall survive the expiration or termination of this Agreement.
14. Except as otherwise required by law, any notice to be given shall be in writing and shall be either personally delivered, sent by facsimile transmission, or sent by first-class mail, postage prepaid, and addressed as follows:

CITY OF PORTERVILLE:

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

CITY OF LINDSAY:

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

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

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

16. Termination.

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

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

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

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

3) Upon a material breach, the Agreement may be terminated following the failure of the defaulting Party to remedy the

breach to the satisfaction of the non-defaulting Party(ies) within five (5) days of written notice specifying the breach. If the breach is not remedied within the five (5) day period, the non-defaulting Party may terminate the Agreement on further written notice specifying the date of termination.

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

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

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

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

19. Unless specifically set forth, the Parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

20. The failure of any Party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for the breach or any subsequent breach. The acceptance by any Party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by any other Party.

21. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the Parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and

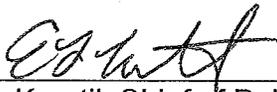
void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either Party is lost, the Agreement may be terminated at the option of the affected Party.

22. Each Party agrees to execute any additional documents and to perform any further acts that may be reasonably required to effect the purposes of this Agreement.

23. It is expected that this agreement will continue into coming years. In June of each year of the agreement, the Porterville Chief of Police and the Lindsay City Manager, or their designees, shall convene a meeting to discuss the agreement. If the agreement is continued, the Porterville Chief of Police shall provide the new cost (if applicable), and the new agreement will indicate the amount of funding each party shall be responsible for.

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

CITY OF PORTERVILLE:

  
\_\_\_\_\_  
Eric Kroutil, Chief of Police

6/24/16  
\_\_\_\_\_  
Date

CITY OF LINDSAY

BY \_\_\_\_\_

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