

# Lindsay City Council Meeting Agenda

Regular Meeting  
Council Chambers at City Hall  
251 E. Honolulu, Lindsay, California  
Tuesday, February 23, 2016  
6:00PM

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1. a) Call to Order: 6:00 p.m.  
b) Roll Call: Council members Salinas, Mecum, Kimball, Mayor Pro Tem Sanchez, Mayor Padilla.  
c) Flag Salute: Council member 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. STUDENT REPORT.  
Presented by Esmie Munoz.

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  5. STAFF REPORT.  
Presented by Bill Zigler, Interim City Manager.

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  6. Consent Calendar: These items are considered routine and will be enacted by one motion, unless separate discussion is requested by Council or members of the public.  
**Request for approval of the following:** (pg.1-43)
    - a) Meeting Minutes for Feb. 9<sup>th</sup>, 2016.
    - b) Warrant List for Feb. 8<sup>th</sup> & 12<sup>th</sup>, 2016.
    - c) Temporary Water Contract With US Bureau of Reclamation for 2016 Water Year.

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  7. REPORT & UPDATE ON PORTERVILLE SHELTERED WORKSHOP PROGRAMS AND OPERATIONS.  
Director of Program Services, Gordon Osmus & Program Supervisor Marsha Shoemake, will present.

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  8. CONSIDERATION OF RESOLUTION 16-04 APPROVING A FINAL SUBDIVISION MAP FOR AUTUMN HILLS. (pg. 44-45)  
Presented by Brian Spaunhurst, Assistant City Planner.

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  9. CONSIDERATION OF RESOLUTION 16-05 CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE TERRITORY OF THE THE CITY OF LINDSAY IN THE CSCDA OPEN PACE PROGRAM. (pg. 46-52)  
Presented by Brian Spaunhurst, Assistant City Planner.

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  10. CONSIDERATION OF RESOLUTION 16-06 CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE CITY LIMITS IN THE HERO PROGRAM AND APPROVING AN AMENDMENT TO A CERTAIN JOINT POWERS AGREEMENT RELATED THERETO. (pg. 53-64)  
Presented by Brian Spaunhurst, Assistant City Planner.

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  11. REQUEST TO AWARD THE 2016-1 PARKSIDE CURB, GUTTER & SIDEWALK PROJECT AND 2015-6 CONCRETE FLATWORK PROJECT. (pg. 65)  
(Bid results, abstract and recommendation will be provided at the meeting).  
Presented by Mike Camarena, City Services Director.

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  12. REQUEST FOR APPROVAL OF WELL15 TASK ORDER. (pg. 66-73)  
Presented by Mike Camarena, City Services Director.

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  13. DISCUSSION REGARDING BUDGET STUDY SESSIONS.  
Presented by Justin Poore, Finance Director.
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14. EXECUTIVE SESSION:

1) Conference with Legal Counsel regarding Real Property – GC Sec. 54956.8

Property Description: 129,501 sq. ft open site zoned highway commercial, resource conservation & open space. North of West Hermosa Street & East of State Route 65 in Lindsay.

Under Negotiation: offer of dedication

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15. ADJOURN. The next Regular meeting is scheduled for **TUESDAY, MARCH 8, 2016 at 6:00 PM** in the Council Chambers at City Hall, 251 E. Honolulu, Lindsay, CA 93247.

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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 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. 8153

Regular Meeting  
251 East Honolulu, Lindsay, California  
Tuesday, February 9, 2016  
6:00 P.M.

## **CALL TO ORDER.**

Mayor PADILLA called the Regular Meeting of the Lindsay City Council to order at 6:03 p.m. in the Council Chambers at City Hall, 251 E. Honolulu, Lindsay, and California.

**COUNCIL PRESENT:** SALINAS, MECUM, SANCHEZ, Mayor PADILLA.

**COUNCIL ABSENT:** KIMBALL.

**FLAG SALUTE:** Mayor PADILLA

**INVOCATION:** led by Pastor Bob Behl of the Sonlight Christian Church.

## **PUBLIC COMMENT:**

Carlos Esparza provided his opinion on the City's Medical Marijuana Ordinance.

## **OATH AND APPOINTMENT OF PUBLIC SAFETY OFFICER CHRIS DEMPSIE**

Interim Public Safety Director Chris Hughes introduced Officer Dempsie and provided Council and those present with some background on Officer Dempsie. He stated that Chris was hired in Sept 2014 as Animal Control Officer/Evidence Technician and Code Enforcement Officer for the City. Chris was offered a chance to attend the Police Academy with the understanding that if he didn't pass he would have no job to come back to.

Then Public Safety Director Hughes proudly announced Chris attended the 134<sup>th</sup> Tulare/Kings Police Academy at COS in Hanford, graduated 5<sup>th</sup> in his class on January 28<sup>th</sup>, 2016 and received the award for Report Writing! Chris is very grateful for this opportunity of being allowed to serve the City of Lindsay. The City Council congratulated him on his accomplishment and welcomed him as new Public Safety Officer.

The City Clerk then administered the Oath of Office.

## **COUNCIL REPORTS**

Council member MECUM – had nothing to report

Council member SALINAS – had nothing to report

Mayor Pro Tem SANCHEZ-had nothing to report

Mayor PADILLA-reported on her presentation to FBLA students at Lindsay High School and interviewed by CA Radio Station on the importance of voting.

## **STUDENT REPORT –**

Student Representative Reported on the following items:

Sr. Class Formal

School Athletics schedule

## **STAFF REPORT**

Interim City Manager Bill Zigler report included the following:

Reported on the Public Safety Department

Introduced new Finance Director, Justin Poore

New ADA claim from Tim Daubert RE: Apia/Mt. Vernon & Gale Hill

Water Heater issue at Harvard Ct Apartments being addressed

Olive Bowl Shade Structure is up

Water Conservation schedule will continue through October 2016

HRPP bids are due in on 2/19

Wrought Iron fencing for the park has been received

Swings are being installed

New staff at SCE has triggered review of current rate structure

McDermont report

Recreation committee meeting 2/11 & cleanup day scheduled for 2/27

Wellness Center/Pool/Therapy Pool Report

Healthy Living Seminars on Thursdays

Interim Manager & City Attorney attending Public Employees Relations Board on 2/22 & will report back

**CONSENT CALENDAR:**

- a) Meeting Minutes for Jan. 19<sup>th</sup> & 26<sup>th</sup>, 2016.
- b) Warrant List for Jan. 29<sup>th</sup>, 2016.
- c) Treasurer's Report for Jan. 31, 2016

**ACTION:**

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

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

**SECOND READING AND ADOPTION OF ORDINANCE #553 AMENDING TITLE 8, OF THE LINDSAY MUNICIPAL CODE REGARDING MEDICAL MARIJUANA SALE, USE AND CULTIVATION WITHIN THE LINDSAY CITY LIMITS.**

Assistant Planner, Brian Spaunhurst introduced this item and staff report. He explained this is the second reading of Ordinance #553 regarding Medical Marijuana within the City of Lindsay. Two versions of the Ordinance were introduced at the January 26<sup>th</sup> City Council meeting and were described as a version to Expressly Prohibit or a version which would Regulate Marijuana Cultivation, Processing, Delivery or Dispensing within the City Limits. Following discussion and a preliminary vote, Council opted to Expressly Prohibit Medical Marijuana within the City limits of Lindsay. Staff is requesting approval and adoption of the Second Reading of Ordinance #553 as supported by Council with no changes.

Mayor PADILLA asked for any questions regarding the second reading of Ordinance #553, hearing none she asked, "what if any action would you like to take on the Second Reading & Adoption of Ordinance #553?"

**ACTION:**

On Motion by SALINAS and Second by MECUM, The Lindsay City Council declared the Second Reading and Adoption of Ordinance 553 IMPOSING AN EXPRESS BAN ON MEDICAL MARIJUANA CULTIVATION, MARIJUANA PROCESSING, MARIJUANA DELIVERY, AND MARIJUANA DISPENSARIES IN THE CITY, AND ADDING CHAPTER 8.06 SECTION 8.06.010 THROUGH 8.06.060 OF TITLE 8 TO THE LINDSAY MUNICIPAL CODE AND WAIVED READING OF THE ORDINANCE IN FULL by the following vote:

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

**CONSIDERATION OF RESOLUTION 16-02 APPROVING THE SUBMITTAL OF AN APPLICATION FOR HOUSING RELATED PARKS PROGRAM GRANT FUNDS FOR THE 2015 PROGRAM YEAR.**

Interim City Manager, Bill Zigler introduced this item and staff report. He explained this is a request for Council authorization to submit an application for Housing Related Grant funds for the 2015 Program Year. The awarded funds can only be used to either create or rehabilitate parks and or recreational facilities.

The attached resolution was submitted with the application as a draft and must be approved by the Council and resubmitted to the State as a required in the application.

Mayor PADILLA asked for any questions regarding the request to submit a grant application, hearing none, she asked, "what if any action would you like to take on this request?"

**ACTION:**

On Motion by SALINAS and Second by SANCHEZ, the Lindsay City Council authorized RESOLUTION 16-02 APPROVING THE SUBMITTAL OF AN APPLICATION FOR HOUSING RELATED PARKS PROGRAM GRANT FUNDS FOR 2015 PROGRAM YEAR, by the following vote:

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

**REQUEST TO AWARD BID FOR 2016-2 HICKORY NORTH PEDESTRIAN PATHWAYS PROJECT.**

City Services Director Mike Camarena introduced this item and staff report. He stated 11 bids were received and acknowledged then explained this is a request to award the Bid for 2016-2 Hickory North Pedestrian Pathways Project. He described each bid and announced the apparent low bidder as Mac General Engineering of Porterville in the amount of \$130,314.00. He then requested Council authorization to award the bid as described.

The engineer's estimate for the construction of this project was \$165,000. An abstract was created to review and verify the 3 lowest responsive bids and is as follows:

- |   |              |
|---|--------------|
| 1. MAC General Engineering, Porterville, CA | \$130,314.00 |
| 2. CVA, Lindsay CA                          | \$149,654.00 |
| 3. Pierce Construction, Fresno CA           | \$149,760.00 |

Questions/discussion included ability to include other nearby projects in an effort to realize some additional cost savings. Additional question included clarification on disqualified bidders.

City Services Director answered that next item the Parkside Project would provide a greater opportunity than this one as this is a Measure "R" Project and funds must be expended in a specific manner. In addressing a question on bidders who didn't include addendum #1, he stated they were deemed non-responsive.

**ACTION:**

On Motion by MECUM and Second by SALINAS, the Lindsay City Council APPROVED A REQUEST TO AWARD BID FOR 2016-2 HICKORY NORTH PEDESTRIAN PATHWAYS PROJECT TO LOW BIDDER MAC GENERAL ENGINEERING IN THE AMOUNT OF \$130,314.00, via Minute Order.

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

**REQUEST TO EXPAND THE PARKSIDE AVENUE CURB, GUTTER AND SIDEWALK PROJECT PAVING AREA.**

City Services Director Mike Camarena introduced this item and staff report. He stated staff was authorized to bid the Curb, Gutter & Sidewalk Project and explained that the scope of this project was to install curb, gutter & sidewalk and miscellaneous street paving along Parkside between Alameda and Ono City Parkway.

In an effort to take advantage of economy of scale with this project, staff has expanded the paving area to include the entire area of Parkside Avenue, from Alameda Street to Ono City Parkway as well as the short, southern extension of Parkside Avenue. It is estimated that the City contribution to this portion of the project will be \$60,000 and these funds would come from our existing streets program budget. The Park portion of the project is being funded through HRP Program funds.

Now to address the possible cost savings measure, staff could issue an addendum and ask that contractor to bid on street projects within reasonable proximity and that would be a change order process. An ultimate option could be if we could identify streets within the general proximity. Staff could issue an addendum now and get prices at Council's direction.

Discussion continued and included areas of possible savings as Elmwood from Alameda to Tulare, Bellah, Homassel & Hamlin Way Street projects and additional costs to pave areas not in the general proximity such as Linda Vista. Council approved only the requested project amendment and suggestion to issue addendum or pursue change order for additional street projects will be addressed at a later time.

**ACTION:**

On Motion by SALINAS and Second by MECUM, the Lindsay City Council REQUEST TO EXPAND THE PARKSIDE AVENUE CURB, GUTTER AND SIDEWALK PROJECT PAVING AREA AS DESCRIBED IN THE ATTACHED MAPS & DRAWINGS, Via Minute Order.

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

**DISCUSSION/INFORMATION CONCERNING THE POSSIBLE TRANSITIONING OF PUBLIC SAFETY OFFICER UNIFORMS.**

Interim Public Safety Director Chris Hughes introduced this item and staff report. He explained that the most common problem associated with law enforcement is lower back pain. The department has issued officers a shoulder harness in an effort to address the problem. It provides some relief but is uncomfortable and cumbersome.

The Police Officer's Association approached the department about using a vest carrier that is worn outside the uniform. Officer Alcantar was present and showed all those present an example of the vest and how it is worn. Interim Director Hughes explained how this vest allows the officer to carry his equipment within the vest and shifts the extra equipment weight from the waist area. He is considering transitioning the department uniform to include this new vest but would like Council approval of the new uniform and proposed policy before implementing any change.

Council members and members of the audience discussed the possible transitioning and the look of the new uniform. All agreed the new look is acceptable and does not appear to look militaristic. Officer Alcantar added he has received no negative response to the new uniform and the vest is comfortable.

**ACTION:**

All Council members supported transitioning to the new uniform and the proposed policy change. Interim Director Hughes was directed to move forward with the transition.

**CONSIDERATION OF RESOLUTION 16-03 APPROVING THE DEVELOPMENT EXTENSION OF CONDITIONAL USE PERMIT/ VARIANCE FOR 655 N. WESTWOOD.**

Assistant Planner, Brian Spaunhurst introduced this item and staff report. He stated this is a request by Alma Rocha for a 1-yr extension to her conditional use permit. He described the request and project in detail. He used slides to show various concerns within the site and explained that the resolution being presented today will grant the applicant a 45-day development extension rather than the 1-year extension. During this 45-day period the applicant must make site corrections to the satisfaction of the Planning Staff and submit a new application with the appropriate fees before March 10, 2016.

Council questions included, why the additional fee for this project, does this need to comeback to Council for approval, does the applicant know about these findings.

Interim Manager suggested that if there is a concern about bringing the project back, Council could approve the 1-yr project extension contingent upon satisfaction of needed corrections.

Mayor PADILLA asked if there were any additional questions from Council, hearing none she commented she liked the suggestion of staff monitoring the site for 30 days and provide the extension without additional Council approval.

Council member MECUM: I move we grant the extension with the contingency that she passes the inspection of the items mentioned, within 30 days.

**ACTION:**

On Motion by MECUM and Second by SANCHEZ, the Lindsay City Council RESOLUTION 16-03 APPROVING THE DEVELOPMENT EXTENSION OF CONDITIONAL USE PERMIT/VARIANCE NO. 14-36 FOR A PERIOD OF ONE YEAR FOR 655 N. WESTWOOD, CONTINGENT UPON PASSING INSPECTION OF THOSE ITEMS MENTIONED, WITHIN 30 DAYS.

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

**COUNCIL DISCUSSION REGARDING VISION/MISSION STATEMENT DEVELOPMENT.**

Interim City Manager, Bill Zigler introduced this item and staff report. He read the Mission of the City Council in its entirety:

"The Mission of the City Council is to develop plans and programs, to provide adequate financial and physical resources for and to implement fully, such plans and programs as it finds necessary to accomplish the duties and obligations set out in the City Charter, State and Federal Laws."

**COUNCIL DISCUSSION REGARDING VISION/MISSION STATEMENT DEVELOPMENT continued**

He explained this is our starting point and mission, and noted that it's good to review this now and then. There were quite a few goals received from Council. Bill began by projecting "Common Goals" similar goals that were submitted by 2 or more members for Council and the audience.

**COMMON GOALS (2+)**

- Identify budget for fixing roads, alleys, and medians
- ~~Support Sales Tax Increase~~ Removed - Salinas/Padilla-AYE Mecum/Sanchez-NO
- Encourage middle-income housing
- Maintain a Healthy and Balanced City Budget
- Identify budget for sidewalk program
- Increase community involvement (Annual day of service)
- Bring in more businesses
- Fund Public Safety
- Support McDermost and Wellness Center (Idea of being a "fit community")

Council & Staff discussion on Common Goals followed. Discussion included bringing middle-income housing to Lindsay, community involvement and funding Public Safety. Disagreement on Support of Sales Tax Increase brought about vote of 2-2 so that was removed. There was complete consensus on all other listed items.

**UNCOMMON GOALS**

- Hire a permanent City Manager
- Strengthen Public Safety/Hire more officers
- Pay off another loan within one year or less to lower debt
- Prepare for business expansion along Highway 65
- Offer home rehab grant program
- Maintain rail access
- Assist in sale of vacant industrial properties
- Expand existing businesses
- Secure reliable water supply
- Be pro-active in removing graffiti and keeping public places clean
- Bring back STEP Program ADDED with full Council Support

Council & Staff discussion on Uncommon Goals followed. Discussion included clarification on need for rail access and Public Safety Officers. Consensus on all listed items. Council added STEP Program. 4-0 AYE

**MISCELLANEOUS**

- Support community events
- Maintain positive relationships with School District, Hospital District and Chamber of Commerce
- Lighten up/ Have fun
- Ensure business licenses and loans are up to date and maintained
- Pursue any and all grants
- Apply strategies to reduce cost of ~~City Services~~ amend to include all city departments
- Complete all projects for this fiscal year
- New Public Safety Department (Convert old department as part of the fire truck museum)
- Multi-cultural and other community events (bring in truck show that was discontinued in Visalia)
- Generate New Revenues W/ Increased Impact Fees Salinas/Padilla/Sanchez/Mecum-AYE
- Keep Costs Down Conflicting Goal if listed w/ generating new revenues

Council & Staff discussion on Miscellaneous Goals followed. Discussion included clarification on need to increase Development Fees and bringing in new community events. Consensus on all listed items. Council agreed to look into increased Development Fees in a vote of 4-0 AYE

**VISION STATEMENT**

Interim Manager Bill Zigler then added the need to adopt a Vision Statement and read the following:  
"The Council of the City of Lindsay do enact these Goals & Objectives to form a better City Government for all Community Members of the City, to provide for the public health, safety and morals of its residents, property owners and businesses, and to preserve and enhance the quality of life for ourselves, our families, our neighbors and our businesses, for 2016."

**COUNCIL DISCUSSION REGARDING VISION/MISSION STATEMENT DEVELOPMENT continued**

Interim City Manager noted that the statement was borrowed from the Charter and tailored to support Council's goals & objectives. With no further discussion on the Vision Statement, ALL members of the Lindsay City Council approved & accepted the document by nods in the affirmative.

Mayor PADILLA thanked everyone for attending and advised that the next meeting is scheduled for the 23<sup>rd</sup> of February 2016. She then read the Executive Session discussion item and announced the City Council is now in Closed Session.

**EXECUTIVE SESSION**

**CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION**

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9 1 potential case

Mayor PADILLA reconvened the Regular Council Meeting of the Lindsay City Council and announced there was nothing to report and no action taken.

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

**ADJOURN.** Upon motion of SALINAS and Second of MECUM, Mayor PADILLA adjourned the Meeting of the Lindsay City Council at 8:10 pm. The next Regular City Council Meeting will be held on **Tuesday, Feb. 23, 2016 at 6PM** in the Council Chambers at City Hall, 251 E. Honolulu, Lindsay, CA 93247.

ATTEST:

CITY COUNCIL OF THE CITY OF LINDSAY

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

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

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

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

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

CHECK#	DATE	VENDOR#	VENDOR	FUND	ACCOUNT	AMOUNT
85873	02/12/16	1612	3T EQUIPMENT COMPANY	5534553	064006	\$671.25
85874	02/12/16	5781	ACE HEATING & AIR CONDITIONING	1014120	023000	\$491.77
85794	02/08/16	5781	ACE HEATING & AIR CONDITIONING	1014120	022000	\$450.00
85794	02/08/16	5781	ACE HEATING & AIR CONDITIONING	1014120	022000	\$900.00
85795	02/08/16	4861	ACOR PRIVATE SECURITY	3004300	069115	\$468.00
85875	02/12/16	2873	ADVANTAGE ANSWERING	1014120	037000	\$43.83
85875	02/12/16	2873	ADVANTAGE ANSWERING	5524552	033001	\$43.83
85875	02/12/16	2873	ADVANTAGE ANSWERING	5534553	033001	\$43.82
85796	02/08/16	007	AG IRRIGATION SALES	1014210	022000	\$41.55
85796	02/08/16	007	AG IRRIGATION SALES	5524552	022000	\$9.44
85796	02/08/16	007	AG IRRIGATION SALES	5534553	019000	\$14.27
85796	02/08/16	007	AG IRRIGATION SALES	5534553	019000	\$30.69
85796	02/08/16	007	AG IRRIGATION SALES	5534553	019000	\$31.61
85876	02/12/16	5677	AL JAMES REID JR.	3004300	055006	\$400.00
85877	02/12/16	5943	ALEJANDRA CARRANZA	3004300	055026	\$710.50
85878	02/12/16	5009	ANDY GARCIA	3004300	055019	\$330.00
85879	02/12/16	5674	ANTHONY GONZALEZ	3004300	055006	\$325.00
85797	02/08/16	4924	ASI ADMINISTRATIVE SOLUTIONS	1014090	015010	\$67.70
85798	02/08/16	3428	AT&T MOBILITY	1014110	037000	\$72.12
85798	02/08/16	3428	AT&T MOBILITY	3004300	069111	\$9.99
85799	02/08/16	3966	BEATWEAR INC.	1014110	024005	\$150.42
85880	02/12/16	3797	BETSON IMPERIAL PARTS	3004300	069113	\$1,447.20
85800	02/08/16	4135	BILL WALL'S DIRECT APPROACH	1014110	031000	\$120.00
85801	02/08/16	051	BSK	5524552	022001	\$120.00
85801	02/08/16	051	BSK	5524552	022001	\$120.00
85801	02/08/16	051	BSK	5524552	022001	\$80.00
85801	02/08/16	051	BSK	5524552	022001	\$50.00
85801	02/08/16	051	BSK	5524552	022001	\$150.00
85801	02/08/16	051	BSK	5524552	022001	\$150.00
85801	02/08/16	051	BSK	5524552	022001	\$150.00
85801	02/08/16	051	BSK	5524552	022000	\$200.00
85801	02/08/16	051	BSK	5524552	022001	\$283.00
85801	02/08/16	051	BSK	5524552	022001	\$170.00
85801	02/08/16	051	BSK	5524552	022001	\$30.00
85801	02/08/16	051	BSK	5524552	022001	\$30.00
85802	02/08/16	5013	BUZZ KILL PEST CONTROL	1014120	022000	\$123.00
85802	02/08/16	5013	BUZZ KILL PEST CONTROL	1014210	022000	\$22.00
85802	02/08/16	5013	BUZZ KILL PEST CONTROL	1014120	022000	\$24.00
85802	02/08/16	5013	BUZZ KILL PEST CONTROL	1014120	022000	\$30.00
85802	02/08/16	5013	BUZZ KILL PEST CONTROL	1014120	022000	\$30.00
85802	02/08/16	5013	BUZZ KILL PEST CONTROL	1014210	022000	\$31.00
85802	02/08/16	5013	BUZZ KILL PEST CONTROL	1014120	022000	\$35.00
85802	02/08/16	5013	BUZZ KILL PEST CONTROL	3004300	069091	\$85.00
85802	02/08/16	5013	BUZZ KILL PEST CONTROL	3004300	069091	\$85.00
85802	02/08/16	5013	BUZZ KILL PEST CONTROL	5524552	022000	\$25.00
85802	02/08/16	5013	BUZZ KILL PEST CONTROL	5534553	022000	\$30.00
85802	02/08/16	5013	BUZZ KILL PEST CONTROL	8864886	022000	\$40.00
85802	02/08/16	5013	BUZZ KILL PEST CONTROL	8864886	022000	\$40.00

CHECK#	DATE	VENDOR#	VENDOR	FUND	ACCOUNT	AMOUNT
85802	02/08/16	5013	BUZZ KILL PEST CONTROL	8874887	022000	\$50.00
85802	02/08/16	5013	BUZZ KILL PEST CONTROL	8874887	022000	\$50.00
85881	02/12/16	3056	CALIFORNIA TURF EQUIP. & SUPPLY	1014210	022000	\$397.37
85881	02/12/16	3056	CALIFORNIA TURF EQUIP. & SUPPLY	8834883	022000	\$95.37
85881	02/12/16	3056	CALIFORNIA TURF EQUIP. & SUPPLY	8844884	022000	\$63.58
85881	02/12/16	3056	CALIFORNIA TURF EQUIP. & SUPPLY	8864886	022000	\$31.79
85881	02/12/16	3056	CALIFORNIA TURF EQUIP. & SUPPLY	8874887	022000	\$63.58
85881	02/12/16	3056	CALIFORNIA TURF EQUIP. & SUPPLY	8884888	022000	\$63.58
85881	02/12/16	3056	CALIFORNIA TURF EQUIP. & SUPPLY	8894889	022000	\$7.93
85881	02/12/16	3056	CALIFORNIA TURF EQUIP. & SUPPLY	8904890	022000	\$7.95
85881	02/12/16	3056	CALIFORNIA TURF EQUIP. & SUPPLY	8914891	022000	\$63.58
85803	02/08/16	2839	CENTRAL VALLEY PROJECT	5524552	037004	\$750.00
85882	02/12/16	5930	CHRIS ALLARD	3004300	069092	\$400.00
85882	02/12/16	5930	CHRIS ALLARD	4004400	023000	\$200.00
85883	02/12/16	5832	CINTAS CORPORATION	1014120	022000	\$104.12
85883	02/12/16	5832	CINTAS CORPORATION	1014130	022000	\$104.12
85883	02/12/16	5832	CINTAS CORPORATION	1014210	022000	\$104.12
85883	02/12/16	5832	CINTAS CORPORATION	3004300	069091	\$418.41
85883	02/12/16	5832	CINTAS CORPORATION	3004300	069102	\$7.95
85883	02/12/16	5832	CINTAS CORPORATION	5524552	022000	\$104.12
85883	02/12/16	5832	CINTAS CORPORATION	5534553	022000	\$104.12
85883	02/12/16	5832	CINTAS CORPORATION	5544554	022000	\$104.12
85883	02/12/16	5832	CINTAS CORPORATION	5564556	022000	\$104.11
85804	02/08/16	2319	COMPUTER SYSTEMS PLUS	1014050	036008	\$45.00
85884	02/12/16	4567	COUNTY OF TULARE IT RADIO COMM.	1014110	031005	\$65.00
85884	02/12/16	4567	COUNTY OF TULARE IT RADIO COMM.	1014110	031005	\$183.66
85884	02/12/16	4567	COUNTY OF TULARE IT RADIO COMM.	1014110	031005	\$399.20
85884	02/12/16	4567	COUNTY OF TULARE IT RADIO COMM.	1014110	031005	\$32.50
85926	02/12/16	1463	DANNY SALINAS	1014010	037012	\$50.00
85805	02/08/16	388	DENNIS KELLER/JAMES WEGLEY	5524552	031000	\$331.78
85805	02/08/16	388	DENNIS KELLER/JAMES WEGLEY	6004552	031000	\$54.75
85806	02/08/16	113	DEPT OF TRANSPORTATION	2614160	032004	\$461.41
85885	02/12/16	5599	DEROSA SALES	3004300	069116	\$586.44
85885	02/12/16	5599	DEROSA SALES	3004300	069116	\$264.12
85807	02/08/16	2223	DIANE BUCAROFF	1014070	031000	\$885.00
85886	02/12/16	119	DOUG DELEO WELDING	3004300	069092	\$48.60
85887	02/12/16	5611	ELITE FITNESS & NUTRITION	3004300	069113	\$3,000.00
85808	02/08/16	4460	EVANS FEED & LIVESTOCK	1014110	066017	\$50.85
85808	02/08/16	4460	EVANS FEED & LIVESTOCK	1014110	066017	\$50.85
85888	02/12/16	3549	EVANS TEAMWEAR	3004300	055002	\$42.54
85809	02/08/16	3409	FASTENAL	3004300	069092	\$446.82
85889	02/12/16	3409	FASTENAL	3004300	069093	\$164.81
85810	02/08/16	129	FEDEX	1014120	031000	\$11.04
85811	02/08/16	3461	FERGUSON ENTERPRISES	5524552	022000	\$759.79
85811	02/08/16	3461	FERGUSON ENTERPRISES	5524552	022000	\$1,431.05
85890	02/12/16	5676	FIT FOR LIFE	4004400	055006	\$245.00
85812	02/08/16	3808	FOSTER FARMS DAIRY	3004300	069116	\$316.65
85813	02/08/16	137	FRIANT WATER AUTHORITY	5524552	022010	\$316.88

CHECK#	DATE	VENDOR#	VENDOR	FUND	ACCOUNT	AMOUNT
85813	02/08/16	137	FRIANT WATER AUTHORITY	5524552	022010	\$1,706.00
85891	02/12/16	1925	FRUIT GROWERS SUPPLY CO.	1014210	022000	\$60.18
85891	02/12/16	1925	FRUIT GROWERS SUPPLY CO.	1014210	064046	\$361.06
85891	02/12/16	1925	FRUIT GROWERS SUPPLY CO.	1014210	064046	\$407.05
85891	02/12/16	1925	FRUIT GROWERS SUPPLY CO.	8834883	022000	\$14.44
85891	02/12/16	1925	FRUIT GROWERS SUPPLY CO.	8844884	022000	\$9.63
85891	02/12/16	1925	FRUIT GROWERS SUPPLY CO.	8864886	022000	\$4.81
85891	02/12/16	1925	FRUIT GROWERS SUPPLY CO.	8874887	022000	\$9.63
85891	02/12/16	1925	FRUIT GROWERS SUPPLY CO.	8884888	022000	\$9.63
85891	02/12/16	1925	FRUIT GROWERS SUPPLY CO.	8894889	022000	\$1.21
85891	02/12/16	1925	FRUIT GROWERS SUPPLY CO.	8904890	022000	\$1.20
85891	02/12/16	1925	FRUIT GROWERS SUPPLY CO.	8914891	022000	\$9.63
85892	02/12/16	1925	FRUIT GROWERS SUPPLY CO.	1014210	022000	\$180.53
85892	02/12/16	1925	FRUIT GROWERS SUPPLY CO.	8834883	022000	\$43.33
85892	02/12/16	1925	FRUIT GROWERS SUPPLY CO.	8844884	022000	\$28.88
85892	02/12/16	1925	FRUIT GROWERS SUPPLY CO.	8864886	022000	\$14.44
85892	02/12/16	1925	FRUIT GROWERS SUPPLY CO.	8874887	022000	\$28.88
85892	02/12/16	1925	FRUIT GROWERS SUPPLY CO.	8884888	022000	\$28.88
85892	02/12/16	1925	FRUIT GROWERS SUPPLY CO.	8894889	022000	\$3.62
85892	02/12/16	1925	FRUIT GROWERS SUPPLY CO.	8904890	022000	\$3.62
85892	02/12/16	1925	FRUIT GROWERS SUPPLY CO.	8914891	022000	\$28.88
85814	02/08/16	1970	GIOTTO'S	1014120	022000	\$170.28
85814	02/08/16	1970	GIOTTO'S	1014120	037000	\$1,512.00
85815	02/08/16	5935	GOLDEN VALLEY DISTRIBUTION	3004300	069116	\$211.20
85816	02/08/16	148	GOMEZ AUTO & SMOG	1014210	022015	\$252.29
85816	02/08/16	148	GOMEZ AUTO & SMOG	1014130	022015	\$504.57
85816	02/08/16	148	GOMEZ AUTO & SMOG	1014120	022015	\$504.57
85816	02/08/16	148	GOMEZ AUTO & SMOG	2614160	022015	\$504.57
85816	02/08/16	148	GOMEZ AUTO & SMOG	5524552	022015	\$504.57
85816	02/08/16	148	GOMEZ AUTO & SMOG	5534553	022015	\$504.57
85816	02/08/16	148	GOMEZ AUTO & SMOG	8834883	022015	\$7.57
85816	02/08/16	148	GOMEZ AUTO & SMOG	8844884	022015	\$7.52
85816	02/08/16	148	GOMEZ AUTO & SMOG	8864886	022015	\$5.05
85816	02/08/16	148	GOMEZ AUTO & SMOG	8874887	022015	\$5.05
85816	02/08/16	148	GOMEZ AUTO & SMOG	8884888	022015	\$7.62
85816	02/08/16	148	GOMEZ AUTO & SMOG	8894889	022015	\$5.05
85816	02/08/16	148	GOMEZ AUTO & SMOG	8904890	022015	\$5.03
85816	02/08/16	148	GOMEZ AUTO & SMOG	8914891	022015	\$7.57
85895	02/12/16	4837	GREG MULLINS	3004300	055006	\$450.00
85817	02/08/16	5647	GRISWOLD,LASSALLE,COBB	1014060	031000	\$96.00
85817	02/08/16	5647	GRISWOLD,LASSALLE,COBB	1014060	031000	\$113.50
85817	02/08/16	5647	GRISWOLD,LASSALLE,COBB	1014060	031000	\$177.45
85817	02/08/16	5647	GRISWOLD,LASSALLE,COBB	1014060	031000	\$361.25
85817	02/08/16	5647	GRISWOLD,LASSALLE,COBB	1014060	031000	\$390.00
85896	02/12/16	3576	HDS WHITE CAP CONSTRUCTION	1014120	022000	\$702.01
85896	02/12/16	3576	HDS WHITE CAP CONSTRUCTION	6004775	064002	\$351.75
85896	02/12/16	3576	HDS WHITE CAP CONSTRUCTION	6004775	064002	\$27.15
85818	02/08/16	1391	HOME DEPOT	1014120	022000	\$102.50

CHECK#	DATE	VENDOR#	VENDOR	FUND	ACCOUNT	AMOUNT
85818	02/08/16	1391	HOME DEPOT	1014210	022000	\$143.94
85818	02/08/16	1391	HOME DEPOT	1014110	023000	\$214.83
85818	02/08/16	1391	HOME DEPOT	1014210	022000	\$225.47
85818	02/08/16	1391	HOME DEPOT	1014120	022000	\$225.48
85818	02/08/16	1391	HOME DEPOT	1014120	022000	\$89.97
85818	02/08/16	1391	HOME DEPOT	1014130	022000	\$89.97
85818	02/08/16	1391	HOME DEPOT	8834883	022000	\$3.60
85818	02/08/16	1391	HOME DEPOT	8844884	022000	\$7.20
85818	02/08/16	1391	HOME DEPOT	8864886	022000	\$5.40
85818	02/08/16	1391	HOME DEPOT	8874887	022000	\$5.40
85818	02/08/16	1391	HOME DEPOT	8884888	022000	\$7.20
85818	02/08/16	1391	HOME DEPOT	8914891	022000	\$7.18
85897	02/12/16	1391	HOME DEPOT	8874887	022000	\$121.35
85819	02/08/16	221	HOUSE OF GLASS	1014120	023000	\$81.85
85898	02/12/16	4721	HUSSAIN RAYANI	3004300	055019	\$600.00
85899	02/12/16	5881	IHEART MEDIA-FRESNO	3004300	069084	\$1,050.00
85820	02/08/16	5541	JACK DAVENPORT SWEEPING	2614160	023001	\$3,000.00
85900	02/12/16	192	JAMES WINTON & ASSOCIATES	1014120	031000	\$1,050.00
85900	02/12/16	192	JAMES WINTON & ASSOCIATES	6004180	065000	\$191.25
85900	02/12/16	192	JAMES WINTON & ASSOCIATES	6004775	064002	\$1,440.00
85900	02/12/16	192	JAMES WINTON & ASSOCIATES	6004130	064020	\$3,581.25
85901	02/12/16	2601	JOHN HIBLER WEATHER	1014120	031000	\$50.00
85902	02/12/16	4190	JUAN GUTIERREZ	3004300	055019	\$525.00
85903	02/12/16	5462	KATHY PREKOSKI	4004400	055006	\$840.00
85904	02/12/16	5804	KELSIE AVINA	3004300	055006	\$50.00
85904	02/12/16	5804	KELSIE AVINA	4004400	055006	\$150.00
85906	02/12/16	5448	KIRBY D. MANNON	4004400	055006	\$150.00
85821	02/08/16	5542	KRC SAFETY CO., INC	1014130	022000	\$92.17
85821	02/08/16	5542	KRC SAFETY CO., INC	2614160	065001	\$1,212.99
85822	02/08/16	3452	KURZ TRUCK SERVICE	5534553	037000	\$312.50
85823	02/08/16	5788	LINCOLN AQUATICS	4004400	069076	\$350.93
85823	02/08/16	5788	LINCOLN AQUATICS	4004400	023000	\$31.14
85823	02/08/16	5788	LINCOLN AQUATICS	4004400	069076	\$614.20
85824	02/08/16	4808	LINDSAY DONUTS	3004300	069116	\$14.00
85824	02/08/16	4808	LINDSAY DONUTS	3004300	069116	\$14.00
85824	02/08/16	4808	LINDSAY DONUTS	3004300	069116	\$14.00
85824	02/08/16	4808	LINDSAY DONUTS	3004300	069116	\$14.00
85824	02/08/16	4808	LINDSAY DONUTS	3004300	069116	\$14.00
85907	02/12/16	218	LINDSAY EQUIPMENT RENTAL INC.	1014210	037014	\$135.00
85907	02/12/16	218	LINDSAY EQUIPMENT RENTAL INC.	1014210	022012	\$19.17
85907	02/12/16	218	LINDSAY EQUIPMENT RENTAL INC.	3004300	095002	\$52.16
85908	02/12/16	5424	LINDSAY VETERINARY	1014110	031010	\$150.00
85909	02/12/16	4981	MARIA ALEJANDRA GUTIERREZ	3004300	055006	\$250.00
85910	02/12/16	234	MARTIN'S TIRE & AUTO	1014210	022015	\$14.00
85910	02/12/16	234	MARTIN'S TIRE & AUTO	1014210	022015	\$14.00
85825	02/08/16	234	MARTIN'S TIRE & AUTO	1014110	022015	\$161.13
85825	02/08/16	234	MARTIN'S TIRE & AUTO	1014110	022015	\$26.50
85825	02/08/16	234	MARTIN'S TIRE & AUTO	5524552	022015	\$14.00

CHECK#	DATE	VENDOR#	VENDOR	FUND	ACCOUNT	AMOUNT
85911	02/12/16	5595	MG'S AIR CONDITIONING	3004300	069092	\$215.56
85911	02/12/16	5595	MG'S AIR CONDITIONING	3004300	069092	\$75.00
85826	02/08/16	5980	MICHAEL L. HARTMAN, CPA	1014050	031000	\$1,696.00
85912	02/12/16	5916	MICHELLE CORONADO	3004300	055026	\$1,162.50
85913	02/12/16	5959	MIGUEL RODRIGUEZ	3004300	055019	\$180.00
85827	02/08/16	1565	OACYS.COM INC	1014110	037000	\$106.23
85827	02/08/16	1565	OACYS.COM INC	1014050	033001	\$106.24
85827	02/08/16	1565	OACYS.COM INC	1014040	033001	\$106.24
85827	02/08/16	1565	OACYS.COM INC	1014110	037000	-\$8.33
85827	02/08/16	1565	OACYS.COM INC	1014050	033001	-\$8.33
85827	02/08/16	1565	OACYS.COM INC	1014040	033001	-\$8.33
85827	02/08/16	1565	OACYS.COM INC	1014110	037000	-\$8.30
85827	02/08/16	1565	OACYS.COM INC	1014110	037000	\$35.00
85827	02/08/16	1565	OACYS.COM INC	3004300	069069	-\$8.33
85827	02/08/16	1565	OACYS.COM INC	3004300	069069	\$199.95
85827	02/08/16	1565	OACYS.COM INC	4004400	033001	\$106.24
85827	02/08/16	1565	OACYS.COM INC	4004400	033001	-\$8.33
85914	02/12/16	1565	OACYS.COM INC	4004400	033001	\$189.95
85915	02/12/16	5971	OSCAR VELASQUEZ	3004300	055019	\$90.00
85828	02/08/16	5653	PACIFIC DIGITAL SIGNS	3004300	069084	\$300.00
85905	02/12/16	1426	PAM KIMBALL	1014010	037012	\$50.00
85829	02/08/16	3750	PEPSI-COLA	3004300	069116	\$1,905.94
85916	02/12/16	3750	PEPSI-COLA	3004300	069116	\$1,512.52
85917	02/12/16	276	PORTERVILLE RECORDER	6004180	065000	\$563.05
85830	02/08/16	276	PORTERVILLE RECORDER	1014040	037004	\$174.90
85830	02/08/16	276	PORTERVILLE RECORDER	1014120	037000	\$89.68
85831	02/08/16	2869	PORTERVILLE SHELTERED WORKSHOP	3004300	069084	\$81.38
85831	02/08/16	2869	PORTERVILLE SHELTERED WORKSHOP	3004300	069084	\$135.43
85831	02/08/16	2869	PORTERVILLE SHELTERED WORKSHOP	3004300	069084	\$279.63
85918	02/12/16	1849	PORTERVILLE VALLEY PROMPTCARE	1014120	022000	\$70.00
85832	02/08/16	1849	PORTERVILLE VALLEY PROMPTCARE	1014110	031000	\$95.00
85832	02/08/16	1849	PORTERVILLE VALLEY PROMPTCARE	1014110	031000	\$95.00
85832	02/08/16	1849	PORTERVILLE VALLEY PROMPTCARE	1014110	031000	\$135.00
85832	02/08/16	1849	PORTERVILLE VALLEY PROMPTCARE	1014050	031000	\$70.00
85833	02/08/16	4618	PROVOST & PRITCHARD	5534553	064001	\$949.50
85919	02/12/16	5684	QUIK-ROOTER	5534553	036001	\$337.50
85834	02/08/16	285	QUILL CORPORATION	1014110	036008	\$237.59
85834	02/08/16	285	QUILL CORPORATION	1014210	022000	\$248.35
85834	02/08/16	285	QUILL CORPORATION	1014120	021000	\$275.39
85834	02/08/16	285	QUILL CORPORATION	1014120	021000	\$30.87
85834	02/08/16	285	QUILL CORPORATION	1014120	022000	\$32.37
85834	02/08/16	285	QUILL CORPORATION	1014050	021000	\$32.38
85834	02/08/16	285	QUILL CORPORATION	1014050	021000	\$36.49
85834	02/08/16	285	QUILL CORPORATION	1014050	021000	\$71.26
85834	02/08/16	285	QUILL CORPORATION	1014120	022000	\$90.68
85834	02/08/16	285	QUILL CORPORATION	3004300	069101	\$482.95
85920	02/12/16	285	QUILL CORPORATION	1014110	022000	\$47.51
85920	02/12/16	285	QUILL CORPORATION	1014120	021000	\$53.66

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85920	02/12/16	285	QUILL CORPORATION	1014120	021000	\$59.39
85920	02/12/16	285	QUILL CORPORATION	1014120	022000	\$117.70
85920	02/12/16	285	QUILL CORPORATION	1014110	022000	\$172.76
85920	02/12/16	285	QUILL CORPORATION	1014110	022000	\$319.94
85920	02/12/16	285	QUILL CORPORATION	1014050	021000	\$8.63
85835	02/08/16	4855	R & R SOCKS PLUS INC.	4004400	022000	\$212.05
85921	02/12/16	4452	RAMONA PADILLA	1014010	037012	\$75.00
85922	02/12/16	5696	RASHEEM RAYANI	3004300	055019	\$360.00
85836	02/08/16	5356	RAY MORGAN COMPANY	1014110	036008	\$141.34
85836	02/08/16	5356	RAY MORGAN COMPANY	1014070	036008	\$22.09
85836	02/08/16	5356	RAY MORGAN COMPANY	1014120	036008	\$24.32
85836	02/08/16	5356	RAY MORGAN COMPANY	1014120	036008	\$25.32
85836	02/08/16	5356	RAY MORGAN COMPANY	1014050	036008	\$30.96
85836	02/08/16	5356	RAY MORGAN COMPANY	1014050	036008	\$31.29
85836	02/08/16	5356	RAY MORGAN COMPANY	1014070	036008	\$44.83
85836	02/08/16	5356	RAY MORGAN COMPANY	1014110	036008	\$91.82
85836	02/08/16	5356	RAY MORGAN COMPANY	3004300	069113	\$490.02
85836	02/08/16	5356	RAY MORGAN COMPANY	3004300	069113	\$388.25
85923	02/12/16	5356	RAY MORGAN COMPANY	1014110	036008	\$63.63
85923	02/12/16	5356	RAY MORGAN COMPANY	1014110	036008	\$120.80
85923	02/12/16	5356	RAY MORGAN COMPANY	1014040	036008	\$28.78
85923	02/12/16	5356	RAY MORGAN COMPANY	1014120	036008	\$29.77
85923	02/12/16	5356	RAY MORGAN COMPANY	1014070	036008	\$35.84
85923	02/12/16	5356	RAY MORGAN COMPANY	1014050	036008	\$37.10
85923	02/12/16	5356	RAY MORGAN COMPANY	3004300	069113	\$444.38
85837	02/08/16	3840	RICHARD RIOS	1014210	030001	\$1,600.00
85924	02/12/16	3832	RICK'S VENDING & DISTRIBUTING	3004300	069103	\$200.00
85925	02/12/16	5511	ROSAENA SANCHEZ	1014010	037012	\$50.00
85927	02/12/16	1766	SAN JOAQUIN PEST CONTROL	1014210	022000	\$250.00
85838	02/08/16	298	SAVE MART SUPERMARKET	3004300	069103	\$203.09
85839	02/08/16	302	SEQUOIA TOWING	1014110	022015	\$80.00
85840	02/08/16	4762	SHAPE,INC.	5534553	022015	\$5,760.60
85928	02/12/16	5314	SHRED-IT USA LLC	1014090	037000	\$60.36
85841	02/08/16	5624	SIERRA SANITATION, INC.	1014210	037014	\$102.70
85841	02/08/16	5624	SIERRA SANITATION, INC.	6004775	064002	\$185.60
85842	02/08/16	4488	SIRCHIE FINGER PRINT LAB.	1014110	024000	\$217.87
85929	02/12/16	890	SJVAPCD	5534553	031007	\$502.00
85843	02/08/16	1776	SMART & FINAL	3004300	069116	\$43.57
85844	02/08/16	4292	SMITH PROMOTIONS	1014110	024005	\$151.55
85845	02/08/16	5978	SOLSTICE INVESTMENT	3004300	069108	\$3,169.86
85930	02/12/16	5982	SONIA IZQUIERDO	3004300	055026	\$300.00
85846	02/08/16	310	SOUTHERN CA. EDISON	1014210	032001	\$28.57
85846	02/08/16	310	SOUTHERN CA. EDISON	1014210	032001	\$28.59
85846	02/08/16	310	SOUTHERN CA. EDISON	2614160	032004	\$276.66
85846	02/08/16	310	SOUTHERN CA. EDISON	2614160	032004	\$223.12
85846	02/08/16	310	SOUTHERN CA. EDISON	2614160	032004	\$131.32
85846	02/08/16	310	SOUTHERN CA. EDISON	2614160	032004	\$98.34
85846	02/08/16	310	SOUTHERN CA. EDISON	2614160	032004	\$74.59

CHECK#	DATE	VENDOR#	VENDOR	FUND	ACCOUNT	AMOUNT
85846	02/08/16	310	SOUTHERN CA. EDISON	2614160	032004	\$57.45
85846	02/08/16	310	SOUTHERN CA. EDISON	2614160	032004	\$53.38
85846	02/08/16	310	SOUTHERN CA. EDISON	3004300	069108	\$32.49
85846	02/08/16	310	SOUTHERN CA. EDISON	8914891	032001	\$59.50
85846	02/08/16	310	SOUTHERN CA. EDISON	8914891	032001	\$29.45
85847	02/08/16	310	SOUTHERN CA. EDISON	1014130	032001	\$108.13
85847	02/08/16	310	SOUTHERN CA. EDISON	1014110	032001	\$995.82
85847	02/08/16	310	SOUTHERN CA. EDISON	1014210	032001	\$1,430.98
85847	02/08/16	310	SOUTHERN CA. EDISON	1014120	032001	\$1,536.62
85847	02/08/16	310	SOUTHERN CA. EDISON	2614160	032004	\$6,476.64
85847	02/08/16	310	SOUTHERN CA. EDISON	5524552	032006	\$714.71
85847	02/08/16	310	SOUTHERN CA. EDISON	5524552	032005	\$9,041.23
85847	02/08/16	310	SOUTHERN CA. EDISON	5534553	032001	\$306.53
85847	02/08/16	310	SOUTHERN CA. EDISON	5564556	022000	\$429.36
85847	02/08/16	310	SOUTHERN CA. EDISON	8834883	032001	\$161.17
85847	02/08/16	310	SOUTHERN CA. EDISON	8844884	032001	\$24.24
85847	02/08/16	310	SOUTHERN CA. EDISON	8854885	032001	\$24.24
85847	02/08/16	310	SOUTHERN CA. EDISON	8864886	032001	\$47.18
85847	02/08/16	310	SOUTHERN CA. EDISON	8874887	032001	\$95.98
85847	02/08/16	310	SOUTHERN CA. EDISON	8884888	032001	\$24.24
85847	02/08/16	310	SOUTHERN CA. EDISON	8894889	032001	\$55.32
85847	02/08/16	310	SOUTHERN CA. EDISON	8904890	032001	\$108.60
85847	02/08/16	310	SOUTHERN CA. EDISON	8914891	032002	\$403.20
85931	02/12/16	310	SOUTHERN CA. EDISON	5534553	032001	\$273.86
85932	02/12/16	4914	STEPHANIE VELASQUEZ	3004300	055006	\$800.00
85932	02/12/16	4914	STEPHANIE VELASQUEZ	4004400	055006	\$225.00
85933	02/12/16	5490	STEVEN A MECUM	1014010	037012	\$50.00
85848	02/08/16	5899	SUPPLYWORKS	3004300	069091	-\$147.37
85848	02/08/16	5899	SUPPLYWORKS	3004300	069091	\$190.99
85934	02/12/16	5899	SUPPLYWORKS	3004300	069091	\$65.54
85934	02/12/16	5899	SUPPLYWORKS	3004300	069091	\$59.41
85849	02/08/16	5646	SUSP, INC.	5524552	031000	\$2,050.00
85849	02/08/16	5646	SUSP, INC.	5534553	031000	\$2,050.00
85935	02/12/16	3682	SYSCO OF CENTRAL CALIFORNIA	3004300	069116	\$1,287.36
85850	02/08/16	3682	SYSCO OF CENTRAL CALIFORNIA	3004300	069116	\$890.43
85850	02/08/16	3682	SYSCO OF CENTRAL CALIFORNIA	3004300	069116	\$5.06
85851	02/08/16	1921	TELSTAR INSTRUMENTS	4004400	023000	\$1,869.00
85936	02/12/16	1921	TELSTAR INSTRUMENTS	4004400	023000	\$1,130.00
85936	02/12/16	1921	TELSTAR INSTRUMENTS	5534553	022000	\$725.00
85937	02/12/16	2658	THE FOOTHILLS SUN-GAZETTE	4004400	035000	\$105.30
85893	02/12/16	144	THE GAS COMPANY	1014120	032002	\$200.77
85893	02/12/16	144	THE GAS COMPANY	1014120	032002	\$466.27
85893	02/12/16	144	THE GAS COMPANY	1014110	032002	\$572.82
85893	02/12/16	144	THE GAS COMPANY	1014090	037018	\$2.53
85893	02/12/16	144	THE GAS COMPANY	4004400	032006	\$1,432.47
85894	02/12/16	144	THE GAS COMPANY	1014120	032002	\$196.03
85894	02/12/16	144	THE GAS COMPANY	1014110	032002	\$443.28
85894	02/12/16	144	THE GAS COMPANY	1014120	032002	\$491.35

CHECK#	DATE	VENDOR#	VENDOR	FUND	ACCOUNT	AMOUNT
85894	02/12/16	144	THE GAS COMPANY	1014090	037018	\$24.40
85894	02/12/16	144	THE GAS COMPANY	4004400	032006	\$43.50
85894	02/12/16	144	THE GAS COMPANY	4004400	033001	\$822.62
85852	02/08/16	5792	THOMPSON REUTERS - WEST	1014110	037000	\$155.25
85852	02/08/16	5792	THOMPSON REUTERS - WEST	1014110	037004	-\$150.15
85853	02/08/16	3396	THYSSENKRUPP ELEVATOR CORP	4004400	032007	\$282.21
85938	02/12/16	4943	TIMOTHY CULVER	3004300	055026	\$4,200.00
85854	02/08/16	5981	TOM HARRISON	4004400	037008	\$34.00
85939	02/12/16	4922	TRAVELERS INDEMNITY	779	200351	\$690.00
85855	02/08/16	1664	TU CO ENVIRONMENTAL HEALTH	4004400	032007	\$402.00
85856	02/08/16	957	TULARE COUNTY PROBATION DEPT.	1014110	031003	\$1,805.93
85857	02/08/16	5747	UNITED STAFFING	1014130	022000	\$112.00
85857	02/08/16	5747	UNITED STAFFING	1014130	022000	\$140.00
85857	02/08/16	5747	UNITED STAFFING	1014210	022000	\$602.00
85857	02/08/16	5747	UNITED STAFFING	1014120	022000	\$630.00
85857	02/08/16	5747	UNITED STAFFING	1014130	022000	\$739.36
85857	02/08/16	5747	UNITED STAFFING	1014120	022000	\$862.40
85857	02/08/16	5747	UNITED STAFFING	1014120	022000	\$887.23
85857	02/08/16	5747	UNITED STAFFING	1014210	022000	\$916.81
85857	02/08/16	5747	UNITED STAFFING	1014120	022000	\$28.00
85857	02/08/16	5747	UNITED STAFFING	1014210	022000	\$56.00
85857	02/08/16	5747	UNITED STAFFING	1014210	022000	\$70.00
85857	02/08/16	5747	UNITED STAFFING	4004400	031000	\$147.88
85857	02/08/16	5747	UNITED STAFFING	6004775	064002	\$490.00
85857	02/08/16	5747	UNITED STAFFING	8834883	022000	\$28.00
85857	02/08/16	5747	UNITED STAFFING	8834883	022000	\$11.20
85857	02/08/16	5747	UNITED STAFFING	8844884	022000	\$28.00
85857	02/08/16	5747	UNITED STAFFING	8844884	022000	\$22.40
85857	02/08/16	5747	UNITED STAFFING	8844884	022000	\$59.15
85857	02/08/16	5747	UNITED STAFFING	8864886	022000	\$14.00
85857	02/08/16	5747	UNITED STAFFING	8864886	022000	\$29.57
85857	02/08/16	5747	UNITED STAFFING	8874887	022000	\$44.36
85857	02/08/16	5747	UNITED STAFFING	8874887	022000	\$21.00
85857	02/08/16	5747	UNITED STAFFING	8884888	022000	\$73.94
85857	02/08/16	5747	UNITED STAFFING	8884888	022000	\$21.00
85857	02/08/16	5747	UNITED STAFFING	8884888	022000	\$22.40
85857	02/08/16	5747	UNITED STAFFING	8904890	022000	\$29.57
85857	02/08/16	5747	UNITED STAFFING	8904890	022000	\$11.20
85857	02/08/16	5747	UNITED STAFFING	8904890	022000	\$14.00
85857	02/08/16	5747	UNITED STAFFING	8914891	022000	\$14.00
85857	02/08/16	5747	UNITED STAFFING	8914891	022000	\$29.57
85857	02/08/16	5747	UNITED STAFFING	8914891	022000	\$22.40
85940	02/12/16	5747	UNITED STAFFING	1014120	022000	\$140.69
85940	02/12/16	5747	UNITED STAFFING	1014210	022000	\$351.72
85940	02/12/16	5747	UNITED STAFFING	1014130	022000	\$351.72
85940	02/12/16	5747	UNITED STAFFING	5524552	022000	\$70.34
85940	02/12/16	5747	UNITED STAFFING	5534553	022000	\$70.35
85940	02/12/16	5747	UNITED STAFFING	6004775	064002	\$253.24

CHECK#	DATE	VENDOR#	VENDOR	FUND	ACCOUNT	AMOUNT
85940	02/12/16	5747	UNITED STAFFING	6004775	064002	\$70.34
85940	02/12/16	5747	UNITED STAFFING	8834883	022000	\$28.14
85940	02/12/16	5747	UNITED STAFFING	8844884	022000	\$14.07
85940	02/12/16	5747	UNITED STAFFING	8864886	022000	\$21.10
85940	02/12/16	5747	UNITED STAFFING	8874887	022000	\$21.10
85940	02/12/16	5747	UNITED STAFFING	8904890	022000	\$14.07
85858	02/08/16	356	USA BLUEBOOK	5524552	022000	\$202.88
85858	02/08/16	356	USA BLUEBOOK	5524552	022000	\$733.89
85941	02/12/16	356	USA BLUEBOOK	5534553	019000	\$159.65
85859	02/08/16	4240	VALLEY UNIFORM CENTER	1014110	024005	\$180.52
85859	02/08/16	4240	VALLEY UNIFORM CENTER	1014110	024005	\$61.66
85942	02/12/16	5942	VANESSA GUTIERREZ	3004300	055026	\$857.50
85860	02/08/16	1010	VERIZON CALIFORNIA	4004400	033001	\$410.20
85861	02/08/16	1041	VERIZON WIRELESS	5524552	033001	\$23.97
85861	02/08/16	1041	VERIZON WIRELESS	5534553	033001	\$23.98
85943	02/12/16	1604	VISA	1014010	038002	\$71.92
85943	02/12/16	1604	VISA	1014050	035000	\$80.00
85943	02/12/16	1604	VISA	1014090	037000	\$4.95
85943	02/12/16	1604	VISA	1014110	037004	\$14.99
85943	02/12/16	1604	VISA	1014040	037004	\$14.99
85943	02/12/16	1604	VISA	1014090	037018	\$17.84
85943	02/12/16	1604	VISA	1014120	022000	\$19.49
85943	02/12/16	1604	VISA	1014010	024000	\$25.75
85943	02/12/16	1604	VISA	4004400	037008	\$2.95
85944	02/12/16	2811	VISALIA TOYOTA	1014110	022015	\$181.74
85862	02/08/16	3645	VISALIA UNIFIED SCHOOL DISTRICT	3004300	055010	\$935.44
85863	02/08/16	5979	WESTERN NEVADA SUPPLY	4004400	022000	\$8,325.96
85945	02/12/16	4978	WILLIAM B. PETERSON	3004300	055019	\$360.00
85946	02/12/16	5912	YVETTE DURAN	3004300	055006	\$200.00
					<b>TOTAL</b>	<b>\$146,795.40</b>



DATE : February 23, 2016  
TO : Mayor Padilla and City Council Members  
FROM : Michael Camarena, City Services Director  
RE : Resolution No. 16-07, a Resolution of the City Council of the City of Lindsay Authorizing the Mayor to Sign 2016 Temporary 215 Contract Year Water Service Contract No. 16-WC-20-4814, Friant Division, with the United States Department of the Interior, Bureau of Reclamation.

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Resolution No. 16-07 authorizes the Mayor to execute a 2016 Temporary 215 water contract between the City of Lindsay and the United States Department of the Interior, Bureau of Reclamation. As Council approved on December 8, 2015, this is a similar process with the difference of this request to approve the 2016 water year Temporary 215 water contract.

**Temporary Irrigation 215 and M&I Spill Water Definition.**

Section 215 water is defined as part of the Reclamation Reform Act of 1982 (RRA), as unstorable irrigation water to be released due to flood control criteria or un-managed flood flows. Section 215 water is exempt from the full cost provisions of the RRA. Section 215 Water Rates are the rates per acre foot assessed on contractors who subsequently take Section 215 Water. M&I spill water has essentially the same characteristics as 215 water, but is referenced differently as the RRA provides only for unstorable irrigation. The following paragraphs just reference Section 215 water, but the comments apply to M&I "spill" water as well:

- **Application.** Section 215 and M&I spill Water Rates apply to irrigation and M&I contractors who take such water in accordance with temporary 1-year contracts. Certain contractors also have an entitlement to take Section 215 water in lieu of Class 2 CVP water. In the latter instance, the water is treated as Class 2 water with Class 2 water rates, although not subject to RRA requirements.
- **Method.** Section 215 and M&I spill Water Rates are calculated similarly to Warren Act rates. As Section 215 and spill water are defined as unstorable water, both storage O&M and storage capital are excluded from Section 215 and Spill Water Rates. Revenues earned from delivery of this water are treated as an offset against water marketing O&M costs.
- **Schedule.** Section 215 rates are calculated concurrently with the development of annual irrigation and M&I water rates, and are scheduled to be published annually by October 15 of each year, along with all the rest of the rates included in the Special Rates Ratebook.

The RRA also defines temporary supplies of water that are unusually large and not storable for project purposes; or as infrequent and otherwise unmanaged flood flows of short duration. 46 Because the quantity and duration of this water are not predictable, temporary water may be available only during the time it meets this definition and usually must be delivered on short notice.

Allocation of Section 215 water is being made available to the Friant Division CVP Long-Term and other contractors in accordance with Reclamation law and contractual requirements. It is estimated that water available would be at a reduced rate of approximately \$36 (Marketing, Conveyance, Restoration, FWA Surcharge and Trinity Assessment) compared to the current \$42.37 per acre foot.

This forecast availability of Section 215 water could be due to any number of reasons (higher than average rain, high temps and faster snow melt, etc). The last Section 215 water made available in 2011 due to heavy rains.

**COUNCIL ACTION:**

Council may select one of the two actions outlined herein:

1. Approve Resolution No. 16-07, a Resolution of the City Council of the City of Lindsay Authorizing the Mayor to Sign 2016 Temporary 215 Contract Year Water Service Contract No. 16-WC-20-4814, Friant Division, with the United States Department of the Interior, Bureau of Reclamation.
2. Do not approve Resolution No. 16-07 and provide direction to staff.

**Attachments:**

1. Resolution No. 16-07, a Resolution of the City Council of the City of Lindsay Authorizing the Mayor to Sign 2016 Temporary 215 Contract Year Water Service Contract 16-WC-20-4814, Friant Division, with the United States Department of the Interior, Bureau of Reclamation.
2. 2016 Temporary 215 Contract Year Water Service Contract No. 16-WC-20-4814.

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

CONTRACT FOR TEMPORARY WATER SERVICE  
BETWEEN THE UNITED STATES  
AND  
CITY OF LINDSAY  
(A FRIANT REPAYMENT CONTRACTOR)

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Exhibit A (Contractor’s Service Area Map)  
Exhibit B (Rates and Charges)

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

CONTRACT FOR TEMPORARY WATER SERVICE  
BETWEEN THE UNITED STATES  
AND  
CITY OF LINDSAY

1           THIS CONTRACT ("Contract") is made this \_\_\_\_\_ day of \_\_\_\_\_,  
2   20\_\_\_\_\_, pursuant to the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or  
3   supplementary thereto including the Acts of August 26, 1937 (50 Stat. 844), as amended  
4   and supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented, July 2, 1956  
5   (70 Stat. 483), June 21, 1963 (77 Stat. 68), October 12, 1982 (96 Stat. 1263), October 27, 1986  
6   (100 Stat. 3050), as amended, Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706), and  
7   Title X, Subtitle A, of the Act of March 30, 2009 (123 Stat. 1349), also referred to as the San  
8   Joaquin River Restoration Settlement Act, all collectively hereinafter referred to as the Federal  
9   Reclamation law, between the UNITED STATES OF AMERICA, hereinafter referred to as the  
10   United States, represented by the officer executing this Contract, hereinafter referred to as the  
11   Contracting Officer, and CITY OF LINDSAY, hereinafter referred to as the Contractor;

12           WITNESSETH, That:

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EXPLANATORY RECITALS

[1<sup>st</sup>] WHEREAS, the United States has constructed and is operating the Central Valley Project, California (Project) for the purposes, among others, of furnishing water for irrigation, municipal, domestic, mitigation, protection, and restoration of fish and wildlife, and other beneficial uses; and

[2<sup>nd</sup>] WHEREAS, if the Contracting Officer determines there is a Project Water supply available at Friant Dam as the result of an unusually large water supply not otherwise storable for Project purposes or infrequent and otherwise unmanaged flood flows of short duration, such water will be made available to the Contractor under Section 215 of the Act of October 12, 1982, if the Contractor enters into a temporary contract with the United States not to exceed one (1) year for the delivery of such water or as otherwise provided for in Federal Reclamation law and associated regulations; and

[3<sup>rd</sup>] WHEREAS, pursuant to Section 215 of the Act of October 12, 1982 (96 Stat. 1263), such Temporary Water supplies used for irrigation purposes are exempt from the ownership limitations of Federal Reclamation law; and

[4<sup>th</sup>] WHEREAS, the Contractor may need additional water and is willing to contract with the United States pursuant to terms and conditions set forth below to obtain a supply of such Temporary Water from Friant Division Project facilities;

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

DEFINITIONS

1. When used herein, unless otherwise distinctly expressed or manifestly incompatible with the intent hereof, the term:

36 (a) “Calendar Year” shall mean the period January 1 through December 31,  
37 both dates inclusive;

38 (b) “Charges” shall mean the payments required by Federal Reclamation law  
39 in addition to the Rates specified in this Contract, as determined annually by the Contracting  
40 Officer pursuant to this Contract;

41 (c) “Contracting Officer” shall mean the Secretary of the Interior’s duly  
42 authorized representative acting pursuant to this Contract or applicable Reclamation law or  
43 regulation;

44 (d) “Contractor’s Service Area” shall mean the area to which the Contractor is  
45 permitted to provide Temporary Water under this Contract as described in Exhibit A attached  
46 hereto, which may be modified from time to time in accordance with Article 21 of this Contract  
47 without amendment of this Contract;

48 (e) “Irrigation Water” shall mean Temporary Water made available from the  
49 Project that is used primarily in the production of agricultural crops or livestock, including  
50 domestic use incidental thereto, and watering of livestock;

51 (f) “Municipal and Industrial Water” or “M&I Water” shall mean Temporary  
52 Water, other than Irrigation Water, made available to the Contractor. M&I Water shall include  
53 water used for human use and purposes such as the watering of landscaping or pasture for  
54 animals (e.g., horses) which are kept for personal enjoyment or water delivered to land holdings  
55 operated in units of less than five acres unless the Contractor establishes to the satisfaction of the  
56 Contracting Officer that the use of water delivered to any such landholding is a use described in  
57 subdivision (e) of this Article;

58 (g) “Operation and Maintenance” or “O&M” shall mean normal and  
59 reasonable care, control, operation, repair, replacement (other than capital replacement), and  
60 maintenance of Project facilities;

61 (h) “Operating Non-Federal Entity” shall mean the Friant Water Authority, its  
62 successors or assigns, a non-Federal entity which has the obligation to operate and maintain a  
63 portion of the Project facilities in the Friant Division pursuant to a separate agreement with the  
64 United States and which may have funding obligations with respect thereto;

65 (i) “Project” shall mean the Central Valley Project owned by the  
66 United States and managed by the Department of the Interior, Bureau of Reclamation;

67 (j) “Rates” shall mean the payments determined annually by the Contracting  
68 Officer in accordance with the then-current applicable water ratesetting policies for the Project;

69 (k) “Secretary” shall mean the Secretary of the Interior, a duly appointed  
70 successor, or an authorized representative acting pursuant to any authority of the Secretary and  
71 through any agency of the United States Department of the Interior;

72 (l) “Temporary Water” shall mean a supply of water made possible during  
73 the Year as a result of an unusually large water supply not otherwise storable for Project  
74 purposes, or infrequent and otherwise unmanaged flood flows of short duration;

75 (m) “Temporary Water Delivered” shall mean Temporary Water diverted for  
76 use by the Contractor at the point(s) of delivery approved by the Contracting Officer;

77 (n) “Temporary Water Scheduled” shall mean Temporary Water to be made  
78 available to the Contractor for which times and quantities for delivery have been established  
79 by the Contractor and Contracting Officer pursuant to Article 4 of this Contract; and

80 (o) “Year” shall mean the period from and including March 1 of the

81 Calendar Year through the last day of February of the following Calendar Year.

82 TERM OF CONTRACT

83 2. This Contract shall become effective on the date first hereinabove written and  
84 shall remain in effect through February 29, 2016. This Contract shall not be extended or  
85 renewed and no provision of this Contract shall be construed in any way as a basis for the  
86 Contractor to establish any priority or right to a Project water supply or to obligate the  
87 United States to enter into any other water service contract(s): Provided, that nothing in this  
88 Contract shall be construed to modify, amend, or supersede any term or provision of Contractor's  
89 water service or water repayment contract with the United States.

90 WATER TO BE MADE AVAILABLE TO THE CONTRACTOR

91 3. (a) It is understood and agreed that because of its uncertainty as to availability  
92 and time of occurrence, Temporary Water will be furnished only if, as, and when it can be made  
93 available, as determined by the Contracting Officer. The Contracting Officer shall announce to  
94 the Contractor the time period(s) during which Temporary Water can be made available under  
95 this Contract. Following such announcement(s) by the Contracting Officer, and subject to the  
96 terms and conditions hereinafter stated, the United States shall make available to the Contractor a  
97 maximum of 10,000 acre feet of Temporary Water to be applied to beneficial use, consistent  
98 with all applicable State water rights, permits, and licenses; Federal law; and the terms and  
99 conditions of this Contract, within the Contractor's Service Area except as otherwise approved  
100 pursuant to subdivisions (c), (d), or (e) of Article 5 of this Contract. If the Contractor submits a  
101 written request to revise the Contract's stated maximum quantity that provides the basis for its  
102 proposed revision, the Contracting Officer will consider such request and provide a written  
103 response. At the exclusive discretion of the Contracting Officer, the maximum Contract quantity

104 may be increased without amendment to this Contract. Temporary Water Delivered to the  
105 Contractor in accordance with this subdivision shall be scheduled and paid for pursuant to the  
106 provisions of Articles 4 and 7 of this Contract.

107 (b) Deliveries of Temporary Water shall be terminated when the Contracting  
108 Officer determines that Temporary Water is no longer available. The announcement(s) by the  
109 Contracting Officer of the availability and subsequent non-availability of Temporary Water may  
110 be made either orally or in writing on 24 hours' or less notice.

111 (c) The Contractor shall utilize the Temporary Water in accordance with all  
112 applicable legal requirements.

113 (d) The Contractor shall make reasonable and beneficial use of all Temporary  
114 Water furnished pursuant to this Contract.

115 TIME FOR DELIVERY OF WATER

116 4. The Contractor shall submit to the Contracting Officer a written schedule,  
117 satisfactory to the Contracting Officer, showing the monthly quantity and the time for delivery of  
118 the Temporary Water to be made available pursuant to subdivision (a) of Article 3 of this  
119 Contract: *Provided*, That the Contractor shall not schedule Temporary Water during the term of  
120 this Contract in excess of the quantity that the Contractor intends to put to beneficial use within  
121 the Contractor's Service Area unless otherwise approved pursuant to subdivision (e) of Article 5  
122 of this Contract. Said delivery schedule and any revisions thereof shall be submitted at such  
123 times as determined by the Contracting Officer and shall be subject to the approval of the  
124 Contracting Officer.

125 POINTS OF DELIVERY – RESPONSIBILITY  
126 FOR DISTRIBUTION OF WATER

127  
128 5. (a) Temporary Water Scheduled shall be delivered to the Contractor at a point

129 or points on the Friant-Kern Canal and any additional point or points of delivery either on Project  
130 facilities or another location or locations mutually agreed to in writing by the Contracting Officer  
131 and the Contractor.

132 (b) All Temporary Water Delivered to the Contractor pursuant to this Contract  
133 shall be measured and recorded with equipment furnished, installed, operated, and maintained by  
134 the Contracting Officer either directly or indirectly through its written agreement(s) with the  
135 Operating Non-Federal Entity, unless undertaken by the Contractor with the consent of the  
136 Contracting Officer, at the point or points of delivery established pursuant to subdivision (a) of  
137 this Article. Upon the request of either party to this Contract, the Contracting Officer shall  
138 investigate, or cause to be investigated by the appropriate Operating Non-Federal Entity, the  
139 accuracy of such measurements and shall take any necessary steps to adjust any errors appearing  
140 therein. For any period of time when accurate measurements have not been made, the  
141 Contracting Officer shall make a final determination of the quantity delivered for that period of  
142 time. The Contracting Officer shall consult with Contractor and the Operating Non-Federal  
143 Entity prior to making said determination.

144 (c) Temporary Water made available pursuant to this Contract shall only be  
145 delivered by the Contractor to lands situated within the Contractor's Service Area depicted on  
146 Exhibit A, unless otherwise authorized under subdivision (e) of this Article of this Contract.

147 (d) Temporary Water made available pursuant to this Contract shall not be  
148 transferred, exchanged, banked, or otherwise disposed of by the Contractor, unless otherwise  
149 authorized under subdivision (e) of this Article of this Contract.

150 (e) Temporary Water made available pursuant to this Contract shall not be  
151 transferred, exchanged, or banked for other water supplies without the written approval of the

152 Contracting Officer prior to the transfer, exchange, or banking, and no transfers, exchanges or  
153 banking shall be approved absent all appropriate environmental documentation, including but not  
154 limited to, documents prepared pursuant to the National Environmental Policy Act and the  
155 Endangered Species Act.

156 (f) Absent a separate written agreement with the Contractor to the contrary,  
157 neither the Contracting Officer nor the Operating Non-Federal Entity shall be responsible for the  
158 control, carriage, handling, use, disposal, or distribution of Temporary Water Delivered to the  
159 Contractor pursuant to this Contract beyond the point(s) of delivery specified in subdivision (a)  
160 of this Article. The Contractor shall indemnify the United States, its officers, employees, agents,  
161 and assigns on account of damage or claim of damage of any nature whatsoever for which there  
162 is legal responsibility, including property damage, personal injury, or death arising out of or  
163 connected with the control, carriage, handling, use, disposal, or distribution of such Temporary  
164 Water Delivered beyond such delivery points, except for any damage or claim arising out of  
165 (i) acts or omissions of the Contracting Officer or any of its officers, employees, agents, or  
166 assigns, including the Operating Non-Federal Entity, with the intent of creating the situation  
167 resulting in any damage or claim, (ii) willful misconduct of the Contracting Officer or any of its  
168 officers, employees, agents, or assigns, including the Operating Non-Federal Entity,  
169 (iii) negligence of the Contracting Officer or any of its officers, employees, agents, or  
170 assigns, including the Operating Non-Federal Entity, or (iv) damage or claims resulting from a  
171 malfunction of facilities owned and/or operated by the United States or the Operating Non-  
172 Federal Entity. The Contractor further releases the United States, its officers, agents, or assigns,  
173 including the Operating Non-Federal Entity, from every claim for damage to persons or property,  
174 direct or indirect, resulting from the Contracting Officer's determinations of the quantity of

175 Temporary Water made available in the Friant Division Project facilities. Nothing contained in  
176 this Article shall be construed as an assumption of liability by the Contractor with respect to such  
177 matters.

178 WATER MEASUREMENT WITHIN CONTRACTOR’S SERVICE AREA

179 6. (a) The Contractor shall ensure that all Temporary Water Delivered for  
180 irrigation purposes within the Contractor’s Service Area is measured at each agricultural turnout  
181 and that all Temporary Water Delivered for municipal and industrial (M&I) purposes is  
182 measured at each M&I service connection. The water measuring devices or water measuring  
183 methods of comparable effectiveness must be acceptable to the Contracting Officer. The  
184 Contractor shall be responsible for installing, operating, and maintaining and repairing all such  
185 measuring devices and implementing all such water measuring methods at no cost to the United  
186 States. The Contractor shall use the information obtained from such water measuring devices or  
187 water measuring methods to ensure its proper management of the Temporary Water and to bill  
188 water users for deliveries of such water by the Contractor. Nothing herein contained, however,  
189 shall preclude the Contractor from establishing and collecting any charges, assessments, or other  
190 revenues authorized by California law.

191 (b) The Contractor shall inform the Contracting Officer and the Operating  
192 Non-Federal Entity on or before the 20<sup>th</sup> calendar day of each month of the quantity of Irrigation  
193 Water and M&I Water taken during the preceding month.

194 PAYMENTS AND ADJUSTMENTS

195 7. (a) Upon execution of this Contract, the Contractor shall pay to the  
196 United States the sum of \$1,000 which shall constitute an administrative charge hereunder. No  
197 refund of the administrative charge shall be made by the United States to the Contractor.

198                   (b)     At the time the Contractor submits a delivery schedule, or any revision  
199 thereof, pursuant to Article 4 of this Contract, the Contractor shall make an advance payment to  
200 the United States equal to the total amount payable pursuant to the applicable Rate(s) set forth in  
201 Exhibit B, for the quantity of Temporary Water Scheduled. Temporary Water shall not be  
202 delivered to the Contractor prior to receipt of such advance payment: *Provided*, That the  
203 Contractor is not required to initially schedule the maximum amount of water specified in  
204 subdivision (a) of Article 3 of this Contract.

205                   (c)     In addition to payment of the Rate(s) pursuant to subdivision (b) of this  
206 Article, the Contractor shall pay all Charges owing for Temporary Water Delivered before the  
207 end of the month following the month of delivery. The Charges for Temporary Water Delivered  
208 pursuant to this Contract are set forth in Exhibit B. Charges required pursuant to P.L. 102-575  
209 will adjust on October 1, 2015. Following the adjustment, the Contractor shall pay the adjusted  
210 Charges. All Charges due shall be based on the quantities of Irrigation Water and M&I Water  
211 shown in the United States' water delivery report for the subject month. The water delivery  
212 report shall be regarded by the Contractor as a bill for the payment of appropriate Charges. Any  
213 monthly adjustment for overpayment or underpayment of Charges shall be accomplished through  
214 the adjustment of Charges due to the United States in the next month.

215                   (d)     Within 60 days of the expiration of this Contract, any payment made by  
216 the Contractor in excess of the total amount due to the United States pursuant to this Contract  
217 shall, at the option of the Contractor, be refunded by the United States to the Contractor or  
218 credited against other obligations due to the United States by the Contractor. With respect to  
219 overpayment, such refund or credit shall constitute the sole remedy of the Contractor or anyone

220 having, or claiming to have by or through the Contractor, the right to the use of any of the  
221 Temporary Water supply provided for herein.

222 (e) Payments to be made by the Contractor to the United States under this  
223 Contract may be paid from any revenues available to the Contractor.

224 (f) All payments from the Contractor to the United States under this Contract  
225 shall be by the medium requested by the United States on or before the date payment is due. The  
226 required method of payment may include checks, wire transfers, or other types of payment  
227 specified by the United States.

228  
229 (g) Upon execution of the Contract, the Contractor shall furnish the  
230 Contracting Officer with the Contractor's taxpayer's identification number (TIN). The purpose  
231 for requiring the Contractor's TIN is for collecting and reporting any delinquent amounts arising  
232 out of the Contractor's relationship with the United States.

233  
234 RETURN FLOWS

235  
236 8. The United States reserves the right to all seepage and return flow water derived  
237 from Temporary Water Delivered to the Contractor hereunder which escapes or is discharged  
238 beyond the Contractor's Service Area: Provided: That this shall not be construed as claiming for  
239 the United States any right as seepage or return flow to water being used pursuant to this  
240 Contract for surface irrigation or underground storage either being put to reasonable and  
241 beneficial use pursuant to this Contract within the Contractor's Service Area by the Contractor or  
242 those claiming by, through, or under the Contractor. For purposes of this subdivision,  
243 groundwater recharge, groundwater banking and all similar groundwater activities will be  
244 deemed to be underground storage.

OPERATION AND MAINTENANCE BY OPERATING NON-FEDERAL ENTITY

245  
246  
247           9.       (a)       The O&M of a portion of the Project facilities which serve the Contractor,  
248 and responsibility for funding a portion of the costs of such O&M, have been transferred to the  
249 Operating Non-Federal Entity by separate agreement between the United States and the  
250 Operating Non-Federal Entity. That separate agreement shall not interfere with or affect the  
251 rights or obligations of the Contractor or the United States hereunder.

252                   (b)       The Contractor shall pay directly to the Operating Non-Federal Entity, or  
253 to any successor approved by the Contracting Officer under the terms and conditions of the  
254 separate agreement between the United States and the Operating Non-Federal Entity described in  
255 subdivision (a) of this Article, all rates, charges, or assessments of any kind, including any  
256 assessment for reserve funds, which the Operating Non-Federal Entity or such successor  
257 determines, sets, or establishes for the O&M of the portion of the Project facilities operated and  
258 maintained by the Operating Non-Federal Entity. Such direct payments to the Operating Non-  
259 Federal Entity or such successor shall not relieve the Contractor of its obligation to pay directly  
260 to the United States the Contractor's share of the Project Rates and Charges, except to the extent  
261 the Operating Non-Federal Entity or such successor collects payments on behalf of the United  
262 States in accordance with the separate agreement identified in subdivision (a) of this Article.

263                   (c)       For so long as the O&M of any portion of the Project facilities serving the  
264 Contractor is performed by the Operating Non-Federal Entity, or any successor thereto, the  
265 Contracting Officer shall adjust those components of the Rates for water delivered under this  
266 Contract representing the cost associated with the activity being performed by the Operating  
267 Non-Federal Entity or its successor.

268 (d) In the event the O&M of the Project facilities operated and maintained by  
269 Operating Non-Federal Entity, or any successor thereto, is re-assumed by the United States  
270 during the term of this Contract, the Contracting Officer shall so notify the Contractor, in  
271 writing, and present to the Contractor a revised Exhibit B which shall include the portion of the  
272 Rates to be paid by the Contractor for the water under this Contract representing the O&M costs  
273 of the portion of such Project facilities which have been re-assumed. The Contractor shall,  
274 thereafter, in the absence of written notification from the Contracting Officer to the contrary, pay  
275 the Rates and Charges specified in the revised Exhibit B directly to the United States in  
276 compliance with Article 7 of this Contract.

277 OPINIONS AND DETERMINATIONS

278 10. (a) Where the terms of this Contract provide for actions to be based upon the  
279 opinion or determination of either party to this Contract, said terms shall not be construed as  
280 permitting such action to be predicated upon arbitrary, capricious, or unreasonable opinions or  
281 determinations. Both parties, notwithstanding any other provisions of this Contract, expressly  
282 reserve the right to seek relief from and appropriate adjustment for any such arbitrary, capricious,  
283 or unreasonable opinion or determination. Each opinion or determination by either party shall be  
284 provided in a timely manner. Nothing in subdivision (a) of this Article is intended to or shall  
285 affect or alter the standard of judicial review applicable under Federal law to any opinion or  
286 determination implementing a specific provision of Federal law embodied in statute or  
287 regulation.

288 (b) The Contracting Officer shall have the right to make determinations  
289 necessary to administer this Contract that are consistent with the provisions of this Contract, the  
290 laws of the United States and the State of California, and the rules and regulations promulgated

291 by the Secretary. Such determinations shall be made in consultation with the Contractor to the  
292 extent reasonably practicable.

293 PROTECTION OF WATER AND AIR QUALITY  
294

295 11. (a) Project facilities used to make available and deliver Temporary Water to  
296 the Contractor shall be operated and maintained in the most practical manner to maintain the  
297 quality of the Temporary Water at the highest level possible as determined by the Contracting  
298 Officer: *Provided*: That the United States does not warrant the quality of the Temporary Water  
299 delivered to the Contractor and is under no obligation to furnish or construct water treatment  
300 facilities to maintain or improve the quality of Temporary Water Delivered to the Contractor.  
301

302 (b) The Contractor shall comply with all applicable water and air pollution  
303 laws and regulations of the United States and the State of California and shall obtain all required  
304 permits or licenses from the appropriate Federal, State, or local authorities necessary for the  
305 delivery of Temporary Water by the Contractor; and shall be responsible for compliance with all  
306 Federal, State, and local water quality standards applicable to surface and subsurface drainage  
307 and/or discharges generated through the use of Federal or Contractor facilities or Temporary  
308 Water provided by the Contractor within the Contractor's Service Area.  
309

310 (c) This Article shall not affect or alter any legal obligations of the Secretary  
311 to provide drainage or other discharge services.  
312

313 ENVIRONMENTAL MEASURES  
314

315 12. (a) The Contractor shall comply with the applicable environmental measures  
316 established in the environmental documentation, Categorical Exclusion Checklist No. 14-063,  
317 Friant Division 215 Contracts for Water Year 2015 dated December 22, 2014 prepared by the  
318 Contracting Officer for this Contract. Such environmental measures are outlined, but not limited  
319 to subdivisions 12(a)(1) through 12(b)(2), of this Article:

320 (1) The Contractor's application of Temporary Water made available  
321 pursuant to this Contract shall not affect threatened or endangered species or critical habitat.

322 (2) Grasslands and shrub land that have never been tilled or irrigated will  
323 neither be tilled nor irrigated and put into production using Temporary Water.

324 (3) Land that has been fallowed, idled, and/or uncultivated on a temporary

325 basis (i.e., less than three consecutive years) and has now been rotated back into production is  
326 not considered conversion of native habitat. However, if crop lands have remained fallowed for  
327 three consecutive years or longer, said crop lands must be surveyed by the Contractor for  
328 threatened or endangered species prior to the application of any Temporary Water. The survey  
329 method must be deemed appropriate by the Contracting Officer. If threatened or endangered  
330 species are found, such lands shall not be irrigated with Temporary Water.

331 (b) The Contractor will comply with all federal, state, local, and tribal law, and  
332 requirements imposed for protection of the environment and Indian Trust Assets and the  
333 following provisions: (1) Temporary Water made available pursuant to this Contract will  
334 remain within the respective irrigation and M&I water rights place of use for the Friant Division  
335 of the Project; and

336 (2) Temporary Water will be conveyed through existing facilities with no  
337 new construction or modifications to such facilities in order to take delivery of the Temporary  
338 Water.

#### 339 CHARGES FOR DELINQUENT PAYMENTS

340  
341 13. (a) The Contractor shall be subject to interest, administrative, and penalty  
342 charges on delinquent payments. If a payment is not received by the due date, the Contractor  
343 shall pay an interest charge on the delinquent payment for each day the payment is delinquent  
344 beyond the due date. If a payment becomes 60 days delinquent, the Contractor shall pay, in  
345 addition to the interest charge, an administrative charge to cover additional costs of billing and  
346 processing the delinquent payment. If a payment is delinquent 90 days or more, the Contractor  
347 shall pay, in addition to the interest and administrative charges, a penalty charge for each day the  
348 payment is delinquent beyond the due date, based on the remaining balance of the payment due  
349 at the rate of 6 percent per year. The Contractor shall also pay any fees incurred for debt  
350 collection services associated with a delinquent payment.

351  
352 (b) The interest rate charged shall be the greater of either the rate prescribed  
353 quarterly in the Federal Register by the Department of the Treasury for application to overdue  
354 payments, or the interest rate of 0.5 percent per month. The interest rate charged will be  
355 determined as of the due date and remain fixed for the duration of the delinquent period.  
356

357 (c) When a partial payment on a delinquent account is received, the amount  
358 received shall be applied first to the penalty charges, second to the administrative charges, third  
359 to the accrued interest, and finally to the overdue payment.  
360

361 EQUAL EMPLOYMENT OPPORTUNITY  
362

363 14. During the performance of this Contract, the Contractor agrees as follows:  
364

365 (a) The Contractor will not discriminate against any employee or applicant for  
366 employment because of race, color, religion, sex, disability, or national origin. The Contractor  
367 will take affirmative action to ensure that applicants are employed, and that employees are  
368 treated during employment, without regard to their race, color, religion, sex, disability, or  
369 national origin. Such action shall include, but not be limited to the following: employment,  
370 upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination;  
371 rates of pay or other forms of compensation; and selection for training, including apprenticeship.  
372 The Contractor agrees to post in conspicuous places, available to employees and applicants for  
373 employment, notices to be provided by the Contracting Officer setting forth the provisions of this  
374 nondiscrimination clause.  
375

376 (b) The Contractor will, in all solicitations or advertisements for employees  
377 placed by or on behalf of the Contractor, state that all qualified applicants will receive  
378 consideration for employment without regard to race, color, religion, sex, disability, or  
379 national origin.  
380

381 (c) The Contractor will send to each labor union or representative of workers  
382 with which it has a collective bargaining agreement or other contract or understanding, a notice,  
383 to be provided by the Contracting Officer, advising the labor union or workers' representative of  
384 the Contractor's commitments under Section 202 of Executive Order 11246 of September 24,  
385 1965 (EO 11246), and shall post copies of the notice in conspicuous places available to  
386 employees and applicants for employment.  
387

388 (d) The Contractor will comply with all provisions of EO 11246, and of the  
389 rules, regulations, and relevant orders of the Secretary of Labor.  
390

391 (e) The Contractor will furnish all information and reports required by  
392 EO 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant  
393 thereto, and will permit access to its books, records, and accounts by the Bureau of Reclamation  
394 (Contracting Agency) and the Secretary of Labor for purposes of investigation to ascertain  
395 compliance with such rules, regulations, and orders.  
396

397 (f) In the event of the Contractor's noncompliance with the nondiscrimination  
398 clauses of this Contract or with any of such rules, regulations, or orders, this Contract may  
399 be canceled, terminated or suspended in whole or in part and the Contractor may be declared  
400 ineligible for further Government contracts in accordance with procedures authorized in  
401 EO 11246, and such other sanctions may be imposed and remedies invoked as provided

402 in EO 11246 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided  
403 by law.

404  
405 (g) The Contractor will include the provisions of paragraphs (a) through (g) in  
406 every subcontract or purchase order unless exempted by the rules, regulations, or orders of the  
407 Secretary of Labor issued pursuant to Section 204 of EO 11246, so that such provisions will be  
408 binding upon each subcontractor or vendor. The Contractor will take such action with respect to  
409 any subcontract or purchase order as may be directed by the Secretary of Labor as a means of  
410 enforcing such provisions, including sanctions for noncompliance: *Provided, however*, That in  
411 the event the Contractor becomes involved in, or is threatened with, litigation with a  
412 subcontractor or vendor as a result of such direction, the Contractor may request the United  
413 States to enter into such litigation to protect the interests of the United States.

414  
415 GENERAL OBLIGATION – BENEFITS CONDITIONED UPON PAYMENT

416  
417 15. (a) The obligation of the Contractor to pay the United States as provided in  
418 this Contract is a general obligation of the Contractor notwithstanding the manner in which the  
419 obligation may be distributed among the Contractor's water users and notwithstanding the default  
420 of individual water users in their obligations to the Contractor.

421  
422 (b) The payment of charges becoming due pursuant to this Contract, in  
423 compliance with Article 7, is a condition precedent to receiving benefits under this Contract.

424 The United States shall not make Temporary Water available to the Contractor through Project  
425 facilities during any period in which the Contractor may be in arrears in the advance payment of  
426 the water rates due the United States. The Contractor shall not furnish Temporary Water made  
427 available pursuant to this Contract for lands or parties which are in arrears in the advance  
428 payment of water rates levied or established by the Contractor.

429 (c) With respect to subdivision (b) of this Article of this Contract, the  
430 Contractor shall have no obligation to require advance payment for water rates which it levies.

431 BOOKS, RECORDS, AND REPORTS

432  
433 16. The Contractor shall establish and maintain accounts and other books and records  
434 pertaining to administration of the terms and conditions of this Contract, including the  
435 Contractor's financial transactions; water supply data; project operation, maintenance, and  
436 replacement logs; project land and rights-of-way use agreements; the water users' land-use (crop  
437 census), land-ownership, land-leasing, and water-use data; and other matters that the Contracting  
438 Officer may require. Reports shall be furnished to the Contracting Officer in such form and on

439 such date or dates as the Contracting Officer may require. Subject to applicable Federal laws  
440 and regulations, each party to this Contract shall have the right during office hours to examine  
441 and make copies of the other party's books and records relating to matters covered by this  
442 Contract.

443  
444  
445  
446  
447 CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS

448  
449  
450 17. The expenditure or advance of any money or the performance of any obligation of  
451 the United States under this Contract shall be contingent upon appropriation or allotment of  
452 funds. Absence of appropriation or allotment of funds shall not relieve the Contractor from any  
453 obligations under this Contract. No liability shall accrue to the United States in case funds are  
454 not appropriated or allotted.

455  
456 ASSIGNMENT LIMITED – SUCCESSORS AND ASSIGNS OBLIGATED

457  
458 18. The provisions of this Contract shall apply to and bind the successors and assigns  
459 of the parties hereto, but no assignment or transfer of this Contract or any right or interest therein  
460 by either party shall be valid until approved in writing by the other party.

461  
462 OFFICIALS NOT TO BENEFIT

463  
464 19. No Member of or Delegate to the Congress, Resident Commissioner, or official of  
465 the Contractor shall benefit from this Contract other than as a water user or landowner in the  
466 same manner as other water users or landowners.

467  
468 COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

469  
470 20. (a) The Contractor shall comply with Title VI of the Civil Rights Act of 1964  
471 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112, Title V,  
472 as amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135,  
473 Title III; 42 U.S.C. § 6101, et seq.), Title II of the Americans with Disabilities Act of 1990  
474 (Pub. L. 101-336; 42 U.S.C. § 12131, et seq.), and any other applicable civil rights laws, as well  
475 as with their respective implementing regulations and guidelines imposed by the  
476 U.S. Department of the Interior and/or Bureau of Reclamation.

477  
478 (b) These statutes prohibit any person in the United States from being  
479 excluded from participation in, being denied the benefits of, or being otherwise subjected to  
480 discrimination under any program or activity receiving financial assistance from the Bureau of  
481 Reclamation on the grounds of race, color, national origin, disability, or age. By executing this  
482 Contract, the Contractor agrees to immediately take any measures necessary to implement this  
483 obligation, including permitting officials of the United States to inspect premises, programs, and  
484 documents.

485  
486 (c) The Contractor makes this agreement in consideration of and for the  
487 purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other  
488 Federal financial assistance extended after the date hereof to the Contractor by the Bureau of  
489 Reclamation, including installment payments after such date on account of arrangements for  
490 Federal financial assistance which were approved before such date. The Contractor recognizes  
491 and agrees that such Federal assistance will be extended in reliance on the representations and  
492 agreements made in this Article and that the United States reserves the right to seek judicial  
493 enforcement thereof.

494  
495 (d) Complaints of discrimination against the Contractor shall be investigated  
496 by the Contracting Officer's Office of Civil Rights.

497  
498 CHANGES IN CONTRACTOR'S SERVICE AREA

499  
500 21. While this Contract is in effect, no change may be made in the Contractor's  
501 Service Area or boundaries, by inclusion or exclusion of lands, dissolution, consolidation,  
502 merger or otherwise, except upon the Contracting Officer's written consent.

503  
504 MEDIUM FOR TRANSMITTING PAYMENTS

505  
506 22. (a) All payments from the Contractor to the United States under this contract  
507 shall be by the medium requested by the United States on or before the date the payment is due.  
508 The required method of payment may include checks, wire transfers, or other types of payment  
509 specified by the United States.

510  
511 (b) Upon execution of the contract, the Contractor shall furnish the  
512 Contracting Officer with the Contractor's taxpayer's identification number (TIN). The purpose  
513 for requiring the Contractor's TIN is for collecting and reporting any delinquent amounts arising  
514 out of the Contractor's relationship with the United States.

515  
516 NOTICES

517  
518 23. (a) Any notice, demand, or request authorized or required by this Contract  
519 shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid,  
520 or delivered to the Area Manager, 1243 "N" Street, Fresno, California 93721, and on behalf of  
521 the United States, when mailed, postage prepaid, or delivered to the City of Lindsay, Post Office  
522 Box 369, Lindsay, California 93247. The designation of the addressee or the address may be  
523 changed by notice given in the same manner as provided in this Article for other notices

524  
525 (b) At such time as the Contractor provides information to the Contracting  
526 Officer pursuant to subdivision (a) of this Article, a copy of such information shall be provided  
527 to the Operating Non-Federal Entity.

528  
529  
530  
531  
532  
533

CONTRACT DRAFTING CONSIDERATIONS

23. This Contract has been negotiated and reviewed by the parties hereto, each of whom is sophisticated in the matters to which this Contract pertains. The double-spaced articles of this Contract have been drafted, negotiated, and reviewed by the parties, and no one party shall be considered to have drafted the stated articles.

534                    IN WITNESS WHEREOF, the parties hereto have executed this Contract as of  
535 the day and year first above written.

536  
537                    UNITED STATES OF AMERICA

538  
539  
540  
541                    By: \_\_\_\_\_  
542                    Area Manager  
543                    South-Central California Area Office  
544                    Bureau of Reclamation

545  
546  
547                    CITY OF LINDSAY

548  
549 (SEAL)

550  
551                    By: \_\_\_\_\_  
552                    Mayor

553  
554  
555 Attest:

556  
557  
558 By: \_\_\_\_\_  
559                    City Clerk  
560

**EXHIBIT A**

**[PLACEHOLDER PAGE FOR CONTRACTOR’S SERVICE AREA MAP]**

**EXHIBIT B**

**Year 2015  
 CITY OF LINDSAY  
 Rates and Charges  
 (Per Acre-Foot)**

	<b>Irrigation Water</b>	<b>M&amp;I Water</b>
<b>COST-OF-SERVICE RATE</b>		
Capital Component		
Conveyance	\$7.35	\$0.36
O&M Component		
Water Marketing	\$8.58	\$5.19
Conveyance <sup>1</sup>	\$1.40	\$1.24
Conveyance Pumping <sup>1</sup>	\$0.00	\$0.00
<b>Total Cost of Service Rate</b>	<b>\$17.33</b>	<b>\$6.79</b>
<b>CHARGES (Payments in addition to Rates)</b>		
<b>P.L. 102-575 Surcharges<sup>2</sup></b>		
Friant Surcharge	\$7.00	\$7.00
Restoration Fund Surcharge	\$10.07	\$20.14
<b>P.L. 106-377 Assessment<sup>3</sup></b>		
Trinity Public Utilities District	\$1.65	\$1.65
<b>Total Charges and Assessments</b>	<b>\$18.72</b>	<b>\$28.79</b>
<b>Total Per Acre-Foot</b>	<b>\$36.05</b>	<b>\$35.58</b>

Additional details of the rate components are available on the Internet at  
<http://www.usbr.gov/mp/cvpwaterrates/ratebooks/index.html>.

<sup>1</sup> Conveyance and Conveyance Pumping O&M costs have been removed for ratesetting purposes and the Contractor will be directly billed by the Operating Non-Federal Entity except for the Unfunded Delta Barrier costs.

<sup>2</sup> The P.L. 102-575 Surcharges are required pursuant to Section 3407 of the *Central Valley Project Improvement Act*, Public Law 102-575, Title XXXIV, 106 Stat. 4706, and are determined annually on a fiscal year basis (October 1– September 30). The M&I Surcharge applies to Temporary Water purchased for M&I purposes by any State or local agency or other entity which has not previously been a Project customer prior to October 12, 1992. Entities which held only short-term or interim water service contracts prior to October 31, 1992, without right of renewal, are regarded as not having been a Project customer prior to October 31, 1992.

<sup>3</sup> The Trinity Public Utilities District Assessment is required pursuant to Section 203 of Public Law 106-377, and is determined annually for the period from and including March 1 of each Calendar Year through and including the last day of February of the following Calendar Year.

**RESOLUTION NO. 16-07**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY AUTHORIZING THE MAYOR TO SIGN 2016 TEMPORARY 215 CONTRACT YEAR WATER SERVICE CONTRACT NO. 16-WC-20-4814 FRIANT DIVISION WITH THE UNITED STATE DEPARTMENT OF THE INTERIOR, BUREAU OF RECLAMATION.**

At a Regular meeting of the City Council of the City of Lindsay held the 23rd day of February 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 Council have reviewed the document and determined that the terms and conditions of the contract are in the best interests of the City of Lindsay, and

**NOW, THEREFORE, BE IT RESOLVED** that the Lindsay City Council hereby approves the Temporary Water Contract 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-20-4814, on behalf of the City of Lindsay.

**PASSED AND ADOPTED** by the City Council of the City of Lindsay this 23rd day of February, 2016.

CITY COUNCIL OF THE CITY OF LINDSAY

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Ramona Villarreal-Padilla, Mayor

ATTEST:

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Carmela Wilson, City Clerk

**CITY OF LINDSAY  
STAFF MEMORANDUM  
FINAL SUBDIVISION MAP, PHASES I & II FOR AUTUMN HILLS  
(FSM 15-44)  
February 23, 2016**

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Resolution 16-04 is a request by Smee Builders, for approval of the final subdivision map, phases I & II for Autumn Hills. City Council approved tentative subdivision map no. 05-29 for Autumn Hills on December 13, 2005 with resolution no. 05-74, where it approved the proposed plans of subdivision, number of lots, and proposed offers of dedication.

The tentative subdivision map originally had an expiration date of December 13, 2007; however the City approved a two year extension through resolution 07-95. Following the City approved extension, four separate extensions were granted by the State in order to preserve tentative maps that were impacted by the downturn of the housing market. The following is a breakdown of the City and State extensions that impact this project:

<b>Extension:</b>	<b>Length (Yrs):</b>
Resolution 07-95 (City)	2
SB 1185 (State, 2008)	1
AB 333 (State, 2009)	2
AB 208 (State, 2011)	2
AB 116 (State, 2013)	2

If adopted by City Council, the attached resolution will approve the final subdivision map phases I & II and direct City staff to take certain administrative actions regarding the certification and recordation of this final subdivision map.

Respectfully Submitted,



Brian Spauhurst  
Assistant City Planner

**RESOLUTION NO. 16-04**  
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY APPROVING FINAL SUBDIVISION MAP, PHASES I & II FOR AUTUMN HILLS ESTATES AT THE REQUEST OF SMEE BUILDERS (444 N. PROSPECT, STE. A, PORTERVILLE, CA 93257).**

At a regular meeting of the City Council of the City of Lindsay, held the 23rd day of February, 2016, at the hour of 6:00 p.m. in the Council Chambers at City Hall, Lindsay, California 93247, the following resolution was adopted:

**THAT WHEREAS**, subdivision map application No. 15-44 was filed pursuant to the regulations contained in Title 17, the Subdivision Ordinance, and Ordinance No. 437, the Zoning Ordinance of the City of Lindsay; and

**WHEREAS**, the City Council of the City of Lindsay, did approve the tentative subdivision map at a regularly scheduled meeting on December 13, 2005; and

**WHEREAS**, the developer has complied with the conditions of approval and has submitted the required final subdivision map, phases I & II.

**THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lindsay does hereby find the map to be in conformity with the requirements of Title 17, the Subdivision Ordinance; and

**BE IT FURTHER RESOLVED**, that the City Council of the City of Lindsay is hereby satisfied with the plans of subdivision; and

**BE IT FURTHER RESOLVED**, that the City Council of the City of Lindsay does hereby accept all offers of dedication, subject to the conditions of approval stipulated in City of Lindsay City Council Resolution 05-74; and

**BE IT FURTHER RESOLVED**, that the City Council of the City of Lindsay does hereby approve the final subdivision map, phases I & II for Autumn Hills.

**NOW, BE IT FURTHER RESOLVED**, that the final subdivision map, phases I & II shall be executed by the appropriate City Staff on behalf of the City Council.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Lindsay this 23rd day of February, 2016.

ATTEST:

CITY COUNCIL OF THE CITY OF LINDSAY

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

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

**CITY OF LINDSAY  
STAFF REPORT  
PLANNING PROJECT No. 16-06  
February 23, 2016**

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**GENERAL INFORMATION**

1. Applicant: City of Lindsay
2. Requested Action: Consideration of Resolution 16-05 to provide consent for the inclusion of properties within the city limits in the CSCDA Open PACE program.
3. Location: City Limits

**PROJECT DESCRIPTION**

The California Statewide Communities Development Authority (CSCDA), the largest Joint Powers Authority in California, founded and sponsored by the League of California Cities and the California State Association of Counties (CSAC), is implementing Property Assessed Clean Energy ("PACE") under the provisions of Chapter 29 of Division 7 of the Streets & Highways Code (commonly referred to as "AB 811") on behalf of its member counties and cities. AB811 authorizes a legislative body to designate an area within which authorized public officials (including a joint powers authority like CSCDA) and free and willing property owners may enter into voluntary contractual assessments to finance the installation of renewable energy, energy efficiency, water efficiency, and seismic strengthening improvements as well as electric vehicle charging infrastructure, in each case affixed to real property (the "Improvements").

CSCDA's Commissioners pre-qualified and appointed two PACE Administrators to manage the CSCDA Open PACE program in order to offer members turn-key PACE solutions that provide residential and commercial property owners the choice among prequalified PACE financing providers, creating competition on terms, service and interest rates. The prequalified program administrators operating the following programs are AllianceNRG Program™ and Renewable Funding LLC (administering CaliforniaFIRST).

CSCDA's Open PACE program offers turnkey solutions to save California jurisdictions the time and resources of developing standalone PACE programs. Jurisdictions only need to adopt the form of resolution accompanying this staff report related to the CSCDA Open PACE program to begin the process. There is no cost to the City in approving this project.

PACE has been a very successful financing tool in California. PACE is operating in over 250 jurisdictions throughout the state, and nearly half a billion dollars in energy efficiency, water efficiency and renewable projects have been funded.

## **PROJECT EVALUATION**

CSCDA Open PACE is being offered to allow property owners in participating cities and counties to finance renewable energy, energy water efficiency improvements, seismic improvements and electric vehicle charging infrastructure on their property. Participation in the assessment is 100% voluntary by the property owner. The improvements installed on the owner's property are financed by the issuance of bonds by CSCDA. The bonds are secured by a voluntary contractual assessment levied on the owner's property. Property owners who wish to participate in PACE agree to repay the money through the voluntary contractual assessment collected with property taxes. The voluntary contractual assessments will be levied by CSCDA and collected in annual installments through the applicable county secured property tax bill.

### **Benefits to the Property Owner Include:**

- **Competition:** CSCDA Open PACE provides two options to property owners: AllianceNRG Program and CaliforniaFIRST. Property owners can shop for the best price and service through the availability of the PACE administrators.
- **Eligibility:** In today's economic environment, alternatives for property owners to finance renewable improvements may not be available. Many property owners do not have financing options available to them to lower their utility bills.
- **Savings:** Energy prices continue to rise and installing energy efficient, water efficient and renewable energy models lower utility bills.
- **100% voluntary:** Only property owners who choose to finance improvements will have assessments placed on their property.
- **Payment obligation can stay with the property:** Under Chapter 29, a voluntary contractual assessment stays with the property upon transfer of ownership. Most private loans are due on sale of the property. Certain mortgage providers will, however, require the assessment be paid at the time the property is refinanced or sold.
- **Prepayment option:** The property owner can choose to pay off the assessments at any time, subject to applicable prepayment penalties.
- **Customer oriented:** Part of the success of the CSCDA Open PACE is prompt customer service.
- **Favorable Terms:** The economic terms of PACE financing will often be more favorable than other options.

- Not a personal loan or mortgage: The PACE assessment in effect is not a personal obligation of the property owner through a conventional loan or mortgage but an assessment on the property secured by an assessment lien and collected as part of the regular tax roll on the property.

**Benefits to the City Include:**

- Prequalified PACE Administrators. CSCDA has pre-qualified the PACE Administrators based on their business practices, qualifications, experience, and capital commitment to the PACE market.
- Single Resolution. The City can pass a single resolution and provide access to residential and commercial property owners to highly qualified PACE administrators. There is no need to pass multiple resolutions to approve the administrators.
- Project Eligibility. The CSCDA Open PACE platform can provide financing for all aspects of PACE including: 1) Residential, 2) Commercial, and 3) Seismic strengthening programs such as Mandatory Soft Story programs,
- Increase local jobs. Property improvements provide jobs in the local economy.
- Increase in housing prices. Updated and higher efficient homes are generally more valuable.
- Increase Revenue to the City. Property improvements result in an increase in sales, payroll and property tax revenue to the City.
- No City Obligation. As in conventional assessment financing, the City is not obligated to repay the bonds or to pay the assessments levied on the participating properties. Unlike conventional assessment financing, the City has no administrative duties and its name is not on the bonds, as CSCDA's name is on the bonds.
- No City staff support required. All CSCDA Open PACE and assessment administration, bond issuance and bond administration functions are handled by CSCDA and the Administrators; AllianceNRG Program and Renewable Funding. No City staff time is needed to participate in CSCDA Open PACE.
- No internal management requirements. The City can provide access for its residents to CSCDA Open PACE without the higher staff costs that an independent program established by the City would require.
- Availability of Information on Projects Financed. The City may receive, at its option, periodic updates on CSCDA Open PACE projects that have been completed in their community.
- Demonstration of Community Commitment to the Environment. Participating in CSCDA Open PACE demonstrates the City's commitment to do everything in its power to improve the environment.

The proposed resolution enables CSCDA Open PACE programs to be available to owners of residential and commercial property within our City to finance permanently fixed renewable energy, energy efficiency, water efficiency, and seismic strengthening improvements as well as electric vehicle charging infrastructure.

CSCDA (and not the city) will be responsible for entering into voluntary contractual assessment agreements with participating property owners, levying the voluntary contractual assessments, issuing bonds to finance the Improvements and taking remedial actions in the event of delinquent assessment payments. The resolution expressly provides that the city will not be responsible for the conduct of any assessment proceedings, the levy of assessments, any required remedial action in the case of delinquencies in assessment payments, or the issuance, sale or administration of any bonds issued in connection with CSCDA Open PACE.

### **Fiscal and Staff Impacts:**

There is no negative fiscal impact to the City's general fund by consenting to the inclusion of properties within the City limits in CSCDA Open PACE. All CSCDA Open PACE administrative costs are covered through an initial administrative fee included in the property owner's voluntary contractual assessment and an annual administrative fee, which is also collected on the property owner's tax bill.

## **ENVIRONMENTAL REVIEW**

Approval of the attached resolution is not a "project" under the California Environmental Quality Act (CEQA), because the resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as described by Title 14, California Code of Regulations, Section 15378(b)(4).

## **RECOMMENDATION**

Staff recommends that the Council adopt the attached resolution authorizing the City's participation in CSCDA Open PACE, which will enable property owners to finance permanently fixed renewable energy, energy efficiency, and seismic strengthening improvements as well as electric vehicle charging infrastructure.

## **ATTACHMENTS**

- Resolution 16-05

**RESOLUTION NO. 16-05**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY  
CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE  
TERRITORY OF THE CITY OF LINDSAY IN THE CSCDA OPEN PACE  
PROGRAMS; AUTHORIZING THE CALIFORNIA STATEWIDE  
COMMUNITIES DEVELOPMENT AUTHORITY TO ACCEPT  
APPLICATIONS FROM PROPERTY OWNERS, CONDUCT  
CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY  
CONTRACTUAL ASSESSMENTS WITHIN THE TERRITORY OF THE  
CITY OF LINDSAY; AND AUTHORIZING RELATED ACTIONS**

At a regularly scheduled meeting of the City Council of the City of Lindsay, held February 23, 2016, at the hour of 6:00 p.m. in the Council Chambers at City Hall, Lindsay, California 93247, the following resolution was adopted:

**THAT WHEREAS**, the California Statewide Communities Development Authority (the "Authority") is a joint exercise of powers authority, the members of which include numerous cities and counties in the State of California, including the City of Lindsay (the "City"); and

**WHEREAS**, the Authority is implementing Property Assessed Clean Energy (PACE) programs, which it has designated CSCDA Open PACE, consisting of CSCDA Open PACE programs each administered by a separate program administrator (collectively with any successors, assigns, replacements or additions, the "Programs"), to allow the financing or refinancing of renewable energy, energy efficiency, water efficiency and seismic strengthening improvements, electric vehicle charging infrastructure and such other improvements, infrastructure or other work as may be authorized by law from time to time (collectively, the "Improvements") through the levy of contractual assessments pursuant to Chapter 29 of Division 7 of the Streets & Highways Code ("Chapter 29") within counties and cities throughout the State of California that consent to the inclusion of properties within their respective territories in the Programs and the issuance of bonds from time to time; and

**WHEREAS**, the program administrators currently active in administering Programs are Alliance NRG and Renewable Funding LLC, and the Authority will notify the City in advance of any additions or changes; and

**WHEREAS**, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner or owners of each lot or parcel on which an assessment is levied at the time the assessment is levied; and

**WHEREAS**, the City desires to allow the owners of property ("Participating Property Owners") within its territory to participate in the Programs and to allow the Authority to conduct assessment proceedings under Chapter 29 within its territory and to issue bonds to finance or refinance Improvements; and

**WHEREAS**, the territory within which assessments may be levied for the Programs shall include all of the territory within the City's official boundaries; and

**WHEREAS**, the Authority will conduct all assessment proceedings under Chapter 29 for the Programs and issue any bonds issued in connection with the Programs; and

**WHEREAS**, the City will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the Programs;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Lindsay approves this program subject to the following sections:

**SECTION 1.** This City Council hereby finds and declares that properties in the territory of the City will benefit from the availability of the Programs within the territory of the City and, pursuant thereto, the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 and the issuance of bonds to finance or refinance Improvements.

**SECTION 2.** In connection with the Programs, the City hereby consents to the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 on any property within the territory of the City and the issuance of bonds to finance or refinance Improvements; provided, that

(1) The Participating Property Owners, who shall be the legal owners of such property, execute a contract pursuant to Chapter 29 and comply with other applicable provisions of California law in order to accomplish the valid levy of assessments; and

(2) The City will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the Programs.

**SECTION 3.** The appropriate officials and staff of the City are hereby authorized and directed to make applications for the Programs available to all property owners who wish to finance or refinance Improvements; provided, that the Authority shall be responsible for providing such applications and related materials at its own expense. The following staff persons, together with any other staff persons chosen by the City Manager of the City from time to time, are hereby designated as the contact persons for the Authority in connection with the Programs: William Zigler.

**SECTION 4.** The appropriate officials and staff of the City are hereby authorized and directed to execute and deliver such certificates, requisitions, agreements and related documents as are reasonably required by the Authority to implement the Programs.

**SECTION 5.** The City Council hereby finds that adoption of this Resolution is not a "project" under the California Environmental Quality Act, because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4).

**SECTION 6.** This Resolution shall take effect immediately upon its adoption. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to the

Secretary of the Authority at: Secretary of the Board, California Statewide Communities Development Authority, 1400 K Street, Sacramento, CA 95814.

**PASSED, APPROVED AND ADOPTED** this 23<sup>rd</sup> day of February, 2016 by the following vote, to wit:

**AYES:** Council Members \_\_\_\_\_

**NOES:** Council Members \_\_\_\_\_

**ABSENT:** Council Members \_\_\_\_\_

**ABSTAIN:** Council Members \_\_\_\_\_

ATTEST:

CITY COUNCIL OF THE CITY OF LINDSAY

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

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

**CITY OF LINDSAY  
STAFF REPORT  
PLANNING PROJECT No. 16-07  
February 23, 2016**

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**GENERAL INFORMATION**

1. Applicant: City of Lindsay
2. Requested Action: Consideration of Resolution 16-06 to provide consent for the inclusion of properties within the city limits in the HERO program and approving an amendment to a certain Joint Powers Agreement related thereto.
3. Location: City Limits

**PROJECT DESCRIPTION**

Assembly Bill (AB) 811 was signed into law on July 21, 2008, and AB 474, effective January 1, 2010, amended Chapter 29 of Part 3 of Division 7 of the Streets & Highways Code of the State of California (“Chapter 29”) and authorizes a legislative body to designate an area within which authorized public officials and free and willing property owners may enter into voluntary contractual assessments to finance the installation of distributed generation renewable energy sources, energy efficiency, and/or water conservation improvements that are permanently fixed to real property, as specified.

The HERO Program has been very successful across California, since its launch in late 2011; adopted in 286 CA communities, HERO has approved over \$2.4 billion in applications and has funded over \$532 million in projects. Because of its success, the California HERO Program was developed as a turnkey program to save other California jurisdictions time and resources in developing a standalone program. Jurisdictions only need to adopt the form of resolution accompanying this staff report and approve an amendment to the joint exercise of powers agreement related to the California HERO Program attached to such resolution to begin the process.

**PROJECT EVALUATION**

The California HERO Program is being offered to allow property owners in participating cities and counties to finance renewable energy, energy water efficiency improvements and electric vehicle charging infrastructure on their property. If a property owner chooses to participate, the

improvements to be installed on such owner's property will be financed by the issuance of bonds by a joint power authority, Western Riverside Council of Governments ("WRCOG"), secured by a voluntary contractual assessment levied on such owner's property. Participation in the program is 100% voluntary. Property owners who wish to participate in the program agree to repay the money through the voluntary contractual assessment collected together with their property taxes.

**The benefits to the property owner include:**

- Eligibility: In today's economic environment, alternatives for property owners to finance renewable energy/energy efficiency/water efficiency improvements or electric vehicle charging infrastructure may not be available. As such many property owners do not have options available to them to lower their utility bills.
- Savings: Energy prices continue to rise and selecting in energy efficient, water efficient and renewable energy models lower utility bills.
- 100% voluntary. Property owners can choose to participate in the program at their discretion.
- Payment obligation stays with the property. Under Chapter 29, a voluntary contractual assessment stays with the property upon transfer of ownership. Even if there were private enterprise alternatives, most private loans are due on sale of the benefited property, which makes it difficult for property owners to match the life of the repayment obligation with the useful life of the financed improvements. Certain mortgage providers will, however, require the assessment be paid off at the time the property is refinanced or sold.
- Prepayment option. The property owner can choose to pay off the assessments at any time, subject to applicable prepayment penalties.
- Customer oriented program. Part of the success of the program is the prompt customer service.

**The benefits to the City include:**

- Increase local jobs.
- An increase in housing prices (higher efficient homes are worth more money).
- An increase in sales, payroll and property tax revenue
- As in conventional assessment financing, the City is not obligated to repay the bonds or to pay the assessments levied on the participating properties.
- All California HERO Program and assessment administration, bond issuance and bond administration functions are handled by California HERO. Little, if any, City staff time is needed to participate in the California HERO Program.

- The City can provide access for its residents to the California HERO Program without the higher staff costs that an independent program established by the City would require.

The proposed resolution enables the California HERO Program to be available to owners of property within our City to finance renewable energy, energy efficiency and water efficiency improvements and electric vehicle charging infrastructure. The resolution approves an Amendment to the WRCOG Joint Powers Agreement to add the City as an Associate Member in order that the California HERO Program may be offered to the owners of property located within the City who wish to participate in the California HERO Program.

### **Fiscal and Staff Impacts:**

There is no negative fiscal impact to the City's general fund incurred by consenting to the inclusion of properties within the City limits in the California HERO Program. All California HERO Program administrative costs are covered through an initial administrative fee included in the property owner's voluntary contractual assessment and an annual administrative fee which is also collected on the property owner's tax bill.

There is also no negative fiscal impact to becoming an Associate Member of the Western Riverside Council of Governments.

### **ENVIRONMENTAL REVIEW**

Approval of the attached resolution is not a "project" under the California Environmental Quality Act (CEQA), because the resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as described by Title 14, California Code of Regulations, Section 15378(b)(4).

### **RECOMMENDATION**

Adopt the attached Resolution authorizing the City's participation in the California HERO Program, which will enable property owners to finance permanently fixed renewable energy, energy and water efficiency improvements and electric vehicle charging infrastructure on their properties as well as amend the Joint Powers Agreement to become an Associate Member of the Western Riverside Council of Governments.

### **ATTACHMENTS**

- Resolution 16-06

**RESOLUTION NO. 16-06**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY  
CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY'S  
JURISDICTION IN THE CALIFORNIA HERO PROGRAM TO  
FINANCE DISTRIBUTED GENERATION RENEWABLE ENERGY  
SOURCES, ENERGY AND WATER EFFICIENCY IMPROVEMENTS  
AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND  
APPROVING THE AMENDMENT TO A CERTAIN JOINT POWERS  
AGREEMENT RELATED THERETO**

At a regularly scheduled meeting of the City Council of the City of Lindsay, held February 23, 2016, at the hour of 6:00 p.m. in the Council Chambers at City Hall, Lindsay, California 93247, the following resolution was adopted:

**THAT WHEREAS**, the Western Riverside Council of Governments ("Authority") is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Act") and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the "Authority JPA"); and

**WHEREAS**, Authority has established the California HERO Program to provide for the financing of renewable energy distributed generation sources, energy and water efficiency improvements and electric vehicle charging infrastructure (the "Improvements") pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") within counties and cities throughout the State of California that elect to participate in such program; and

**WHEREAS**, the City of Lindsay (the "City") is committed to development of renewable energy sources and energy efficiency improvements, reduction of greenhouse gases, protection of our environment, and reversal of climate change; and

**WHEREAS**, in Chapter 29, the Legislature has authorized cities and counties to assist property owners in financing the cost of installing Improvements through a voluntary contractual assessment program; and

**WHEREAS**, installation of such Improvements by property owners within the jurisdictional boundaries of the counties and cities that are participating in the California HERO Program would promote the purposes cited above; and

**WHEREAS**, the City wishes to provide innovative solutions to its property owners to achieve energy and water efficiency and independence, and in doing so cooperate with Authority in order to efficiently and economically assist property owners the City in financing such Improvements; and

**WHEREAS**, Authority has established the California HERO Program, which is such a voluntary contractual assessment program, as permitted by the Act, the Authority JPA, originally made and entered into April 1, 1991, as amended to date, and the Amendment to Joint Powers Agreement

Adding the City of Lindsay as an Associate Member of the Western Riverside Council of Governments to Permit the Provision of Property Assessed Clean Energy (PACE) Program Services within the City (the "JPA Amendment"), by and between Authority and the City, a copy of which is attached as Exhibit "A" hereto, to assist property owners within the jurisdiction of the City in financing the cost of installing Improvements; and

**WHEREAS**, the City will not be responsible for the conduct of any assessment proceedings; the levy and collection of assessments or any required remedial action in the case of delinquencies in the payment of any assessments or the issuance, sale or administration of any bonds issued in connection with the California HERO Program.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Lindsay approves the this program subject to the following sections:

**SECTION 1.** This City Council finds and declares that properties in the City's incorporated area will be benefited by the availability of the California HERO Program to finance the installation of the Improvements.

**SECTION 2.** This City Council consents to inclusion in the California HERO Program of all of the properties in the jurisdictional boundaries of the City and to the Improvements, upon the request by and voluntary agreement of owners of such properties, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.

**SECTION 3.** The consent of this City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the California HERO Program and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments to finance the Improvements and the issuance and enforcement of bonds to represent such contractual assessments.

**SECTION 4.** This City Council hereby approves the JPA Amendment and authorizes the execution thereof by appropriate City officials.

**SECTION 5.** City staff is authorized and directed to coordinate with Authority staff to facilitate operation of the California HERO Program within the City, and report back periodically to this City Council on the success of such program.

**SECTION 6.** This Resolution shall take effect immediately upon its adoption. The City Clerk is directed to send a certified copy of this resolution to the Secretary of the Authority Executive Committee.

**PASSED, APPROVED AND ADOPTED** this 23<sup>rd</sup> day of February, 2016 by the following vote, to wit:

**AYES:** Council Members \_\_\_\_\_

**NOES:** Council Members \_\_\_\_\_

**ABSENT:** Council Members \_\_\_\_\_

**ABSTAIN:** Council Members \_\_\_\_\_

ATTEST:  
\_\_\_\_\_  
Carmela Wilson, City Clerk

CITY COUNCIL OF THE CITY OF LINDSAY  
\_\_\_\_\_  
Ramona Villarreal-Padilla, Mayor

**EXHIBIT A**

**AMENDMENT TO THE JOINT POWERS AGREEMENT  
ADDING CITY OF LINDSAY AS  
AS AN ASSOCIATE MEMBER OF THE  
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS  
TO PERMIT THE PROVISION OF PROPERTY ASSESSED CLEAN  
ENERGY (PACE) PROGRAM SERVICES WITHIN SUCH CITY**

This Amendment to the Joint Powers Agreement (“JPA Amendment”) is made and entered into on the 23rd day of February, 2016, by City of Lindsay (“City”) and the Western Riverside Council of Governments (“Authority”) (collectively the “Parties”).

**RECITALS**

WHEREAS, Authority is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the “Joint Exercise of Powers Act”) and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the “Authority JPA”); and

WHEREAS, as of October 1, 2012, Authority had 18 member entities (the “Regular Members”).

WHEREAS, Chapter 29 of the Improvement Act of 1911, being Division 7 of the California Streets and Highways Code (“Chapter 29”) authorizes cities, counties, and cities and counties to establish voluntary contractual assessment programs, commonly referred to as a Property Assessed Clean Energy (“PACE”) program, to fund certain renewable energy sources, energy and water efficiency improvements, and electric vehicle charging infrastructure (the “Improvements”) that are permanently fixed to residential, commercial, industrial, agricultural or other real property; and

WHEREAS, Authority has established a PACE program designated as the “California HERO Program” pursuant to Chapter 29 which authorizes the implementation of such PACE financing program for cities and counties throughout the state; and

WHEREAS, City desires to allow owners of property within its jurisdiction to participate in the California HERO Program and to allow Authority under Chapter 29, as it is now enacted or may be amended hereafter, to finance Improvements to be installed on such properties; and

WHEREAS, this JPA Amendment will permit City to become an Associate Member of Authority and to participate in California HERO Program for the purpose of facilitating the implementation of such program within the jurisdiction of City; and

WHEREAS, pursuant to the Joint Exercise of Powers Act, the Parties are approving this JPA Agreement to allow for the provision of PACE services through the California HERO Program, including the operation of such PACE financing program, within the incorporated territory of City; and

WHEREAS, the JPA Amendment sets forth the rights, obligations and duties of City and Authority with respect to the implementation of the California HERO Program within the incorporated territory of City.

## MUTUAL UNDERSTANDINGS

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated, the Parties hereto agree as follows:

### A. JPA Amendment.

1. The Authority JPA. City agrees to the terms and conditions of the Authority JPA, attached.

2. Associate Membership. By adoption of this JPA Amendment, City shall become an Associate Member of Authority on the terms and conditions set forth herein and the Authority JPA and consistent with the requirements of the Joint Exercise of Powers Act. The rights and obligations of City as an Associate Member are limited solely to those terms and conditions expressly set forth in this JPA Amendment for the purposes of implementing the California HERO Program within the incorporated territory of City. Except as expressly provided for by the this JPA Amendment, City shall not have any rights otherwise granted to Authority's Regular Members by the Authority JPA, including but not limited to the right to vote on matters before the Executive Committee or the General Assembly, the right to amend or vote on amendments to the Authority JPA, and the right to sit on committees or boards established under the Authority JPA or by action of the Executive Committee or the General Assembly, including, without limitation, the General Assembly and the Executive Committee. City shall not be considered a member for purposes of Section 9.1 of the Authority JPA.

3. Rights of Authority. This JPA Amendment shall not be interpreted as limiting or restricting the rights of Authority under the Authority JPA. Nothing in this JPA Amendment is intended to alter or modify Authority Transportation Uniform Mitigation Fee (TUMF) Program, the PACE Program administered by Authority within the jurisdictions of its Regular Members, or any other programs administered now or in the future by Authority, all as currently structured or subsequently amended.

### B. Implementation of California HERO Program within City Jurisdiction.

1. Boundaries of the California HERO Program within City Jurisdiction. The boundaries within which contractual assessments may be entered into under the California HERO Program (the "Program Boundaries") shall include the entire incorporated territory of City.

2. Determination of Eligible Improvements. Authority shall determine the types of distributed generation renewable energy sources, energy efficiency or water conservation improvements, electric vehicle charging infrastructure or such other improvements as may be authorized pursuant to Chapter 29 (the "Eligible Improvements") that will be eligible to be financed under the California HERO Program.

3. Implementation of California HERO Program Within the Program Boundaries. Authority will undertake such proceedings pursuant to Chapter 29 as shall be legally necessary to enable Authority to make contractual financing of Eligible Improvements available to eligible property owners within the Program Boundaries.

4. Financing the Installation of Eligible Improvements. Authority shall implement its plan for the financing of the purchase and installation of the Eligible Improvements under the California HERO Program within the Program Boundaries.

5. Ongoing Administration. Authority shall be responsible for the ongoing administration of the California HERO Program, including but not limited to producing education plans to raise public awareness of the California HERO Program, soliciting, reviewing and approving applications from residential and commercial property owners participating in the California HERO Program, establishing contracts for residential, commercial and other property owners participating in such program, levying and collecting assessments due under the California HERO Program, taking any required remedial action in the case of delinquencies in such assessment payments, adopting and implementing any rules or regulations for the California HERO Program, and providing reports as required by Chapter 29.

City will not be responsible for the conduct of any proceedings required to be taken under Chapter 29; the levy or collection of assessments or any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the California HERO Program.

6. Phased Implementation. The Parties recognize and agree that implementation of the California HERO Program as a whole can and may be phased as additional other cities and counties execute similar agreements. City entering into this JPA Amendment will obtain the benefits of and incur the obligations imposed by this JPA Amendment in its jurisdictional area, irrespective of whether cities or counties enter into similar agreements.

**C. Miscellaneous Provisions.**

1. Withdrawal. Authority may withdraw from this JPA Amendment upon six (6) months written notice to the other party; provided, however, there is no outstanding indebtedness of Authority within City. The provisions of Section 6.2 of the Authority JPA shall not apply to City under this JPA Amendment. Notwithstanding the foregoing, City may withdraw, either temporarily or permanently, from its participation in the California HERO Program or either the residential or commercial component of the California HERO Program upon thirty (30) written notice to WRCOG without liability to the Authority or any affiliated entity. City withdrawal from such participation shall not affect the validity of any voluntary assessment contracts (a) entered prior to the date of such withdrawal or (b) entered into after the date of such withdrawal so long as the applications for such voluntary assessment contracts were submitted to and approved by WRCOG prior to the date of City's notice of withdrawal.

2. Mutual Indemnification and Liability. Authority and City shall mutually defend, indemnify and hold the other party and its directors, officials, officers, employees and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of the willful misconduct or negligent acts, errors or omissions of the indemnifying party or its directors, officials, officers, employees and agents in connection with the California HERO Program administered under this JPA Amendment, including without limitation the payment of expert witness fees and attorneys fees and other related costs and expenses, but excluding payment of consequential damages. Without limiting the foregoing, Section 5.2 of the Authority JPA shall not apply to this JPA Amendment. In no event shall any of Authority's Regular Members or their officials, officers or employees be held directly liable for any damages or liability resulting out of this JPA Amendment.

3. Environmental Review. Authority shall be the lead agency under the California Environmental Quality Act for any environmental review that may required in implementing or administering the California HERO Program under this JPA Amendment.

4. Cooperative Effort. City shall cooperate with Authority by providing information and other assistance in order for Authority to meet its obligations hereunder. City recognizes that one of its responsibilities related to the California HERO Program will include any permitting or inspection requirements as established by City.

5. Notice. Any and all communications and/or notices in connection with this JPA Amendment shall be either hand-delivered or sent by United States first class mail, postage prepaid, and addressed as follows:

Authority:

Western Riverside Council of Governments  
4080 Lemon Street, 3rd Floor. MS1032  
Riverside, CA 92501-3609  
Att: Executive Director

City:

City of Lindsay  
P.O. Box 369  
Lindsay, CA 93247  
Att: City Manager

6. Entire Agreement. This JPA Amendment, together with the Authority JPA, constitutes the entire agreement among the Parties pertaining to the subject matter hereof. This JPA Amendment supersedes any and all other agreements, either oral or in writing, among the Parties with respect to the subject matter hereof and contains all of the covenants and agreements among them with respect to said matters, and each Party acknowledges that no representation, inducement, promise of agreement, oral or otherwise, has been made by the other Party or anyone acting on behalf of the other Party that is not embodied herein.

7. Successors and Assigns. This JPA Amendment and each of its covenants and conditions shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns. A Party may only assign or transfer its rights and obligations under this JPA Amendment with prior written approval of the other Party, which approval shall not be unreasonably withheld.

8. Attorney's Fees. If any action at law or equity, including any action for declaratory relief is brought to enforce or interpret the provisions of this Agreement, each Party to the litigation shall bear its own attorney's fees and costs.

9. Governing Law. This JPA Amendment shall be governed by and construed in accordance with the laws of the State of California, as applicable.

10. No Third Party Beneficiaries. This JPA Amendment shall not create any right or interest in the public, or any member thereof, as a third party beneficiary hereof, nor shall it authorize anyone not a Party to this JPA Amendment to maintain a suit for personal injuries or property damages under the provisions of this JPA Amendment. The duties, obligations, and responsibilities of the Parties to this JPA Amendment with respect to third party beneficiaries shall remain as imposed under existing state and federal law.

11. Severability. In the event one or more of the provisions contained in this JPA Amendment is held invalid, illegal or unenforceable by any court of competent jurisdiction, such portion shall be deemed severed from this JPA Amendment and the remaining parts of this JPA Amendment shall remain in full force and effect as though such invalid, illegal, or unenforceable portion had never been a part of this JPA Amendment.

12. Headings. The paragraph headings used in this JPA Amendment are for the convenience of the Parties and are not intended to be used as an aid to interpretation.

13. Amendment. This JPA Amendment may be modified or amended by the Parties at any time. Such modifications or amendments must be mutually agreed upon and executed in writing by both Parties. Verbal modifications or amendments to this JPA Amendment shall be of no effect.

14. Effective Date. This JPA Amendment shall become effective upon the execution thereof by the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this JPA Amendment to be executed and attested by their officers thereunto duly authorized as of the date first above written.

**[SIGNATURES ON FOLLOWING PAGES]**

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

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

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

Name: \_\_\_\_\_

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

CITY OF LINDSAY

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

Date: FEBRUARY 23, 2016

Name: RAMONA VILLARREAL PADILLA

Title: MAYOR

20323.00016\19858779.1



DATE : February 23, 2016  
TO : Mayor Padilla and City Council Members  
FROM : Michael Camarena, City Services Director  
RE : Project 1: 2016-1 Parkside Curb, Gutter, & Sidewalk Project;  
Project 2: 2015-6 Concrete Flatwork Project

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**Place holder item:**

On February 19, 2016, the City will receive bids for both Parkside Curb, Gutter, & Sidewalk and Concrete Flatwork Projects. Staff will present Council with a memo of all the bid results received and recommendations.

An abstract will be created to review and verify the 3 lowest responsive bids and will be presented with the recommendations as well.

**Council Approved Project Budget:**

Project 1: Base Bid; \$157,300 – Funding; Housing Related Parks Program Contract No 13-HRPP-9186  
Alternate 1: \$60,000 – Funding; Street Funds

Project 2: Base Bid; \$44,000 – Funding; Housing Related Parks Program Contract No 14-HRPP-10351

**Recommendations:**

1. To be presented to Council February 23, 2016;
2. Do not award the contract to the lowest responsible bidder and provide direction to staff.

**Attachments:**

None



DATE : February 23, 2016  
TO : Mayor Padilla and City Council Members  
FROM : Michael Camarena, City Services Director  
RE : Well 15 Task Order Approval

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### **Well 15: Background**

Well 15 experiences random positive coliform bacteria results. There is no clear identification of the source of the coliform bacteria. As directed by the California Department of Public Health on May 13, 2009, a full city wide Boil Water Advisory (BWA) notification was released. On May 15, 2009; an updated notification for limited areas of Avenue 240 and Road 188 only was released; all areas outside of these specific areas were released from the BWA. The City is and continues to provide bottled drinking water to the effected residents in the BWA area. in 2015, the City received a grant in the amount of \$16,500 for reimbursement of bottled drinking water delivered in the BWA area.

The City continues to rely on Well 15 as a supplemental water supply source during times of high water demand, during drought conditions or when the Friant Kern Canal is not available.

Well 15 has a capacity of 1,200 gpm, and is needed as an important element of the City water supply capacity.

### **Proposed solution to this problem**

To meet the meet virus inactivation, approximately 1,000 LF of additional 8" piping is proposed to be installed on the discharge side of Well 15. Chlorine analyzing equipment would also be installed to confirm minimum residual results are achieved and maintained.

### **Funding Options**

The City was awarded an Integrated Regional Water Management (IRWM) Drought Related grant for Well 15, however the grant was only funded for 26% of the estimated \$401,000 project (ours was the final application approved and funded with the balance of funds that were available). The gap funding amount of \$301,000 was identified in the City's 2015 application to Community Development and Block Grant (CDBG) program.

### **City Actions**

In 2015, Council approved the development of a Request for Qualifications (RFQ) process with the purpose of retaining consulting engineering firms to complete tasks for projects as the projects become funded. Council accepted 6 consulting firms to conclude this portion of the RFQ process.

The request tonight is to approve Well 15 Contact Time Pipeline Project, Task Order Proposal to Dennis R. Keller/James H. Wegley, Consulting Engineers for the Well 15 planning. The definition of planning for this project is to develop the construction documents and assist the City with items identified in the Task Order.

It is the City's intent to perform or assist with as many items as possible with this project. For example the City's planning department has completed the CEQA process and this is in the final filing stages.

**COUNCIL ACTION:**

Council may select one of the two actions outlined herein:

1. Approve Well 15 Task Order to Dennis R. Keller/James H. Wegley, Consulting Engineers for the Well 15 planning;
2. Do not approve Well 15 Task Order and provide direction to staff.

**Attachments:**

1. Attachment A, Well 15 Contact Time Pipeline Project, Task Order Proposal.

**ATTACHMENT A**  
**Well 15 Contact Time Pipeline Project**  
**Task Order Proposal**

**SCOPE OF WORK**

The Scope of work provided in this Task order shall consist of the following;

**Task 1. Project Design.**

Well 15 Contact Time Pipeline Project involves design of approximately 1,000 linear foot water main and Chlorine Residual Sampling Stations. The work to be completed for the water main facility shall include the design of 8 inch AWWA C900 Class 200 pipe with appurtenances and include the abandonment of a short portion of the existing 6" water main and the connection of the proposed project to the existing water main facility.

The Chlorine Residual Sampling Stations shall be designed of climate controlled, continuous recording chlorine analyzers at locations acceptable to meet compliance with Department of Water Resources (DWR) requirements (expectation is for 2 or 3 sampling stations).

The scope of work for this task involves all phases of project design and may include but not limited to the following;

- Technical engineering design, including bid ready construction documents;
- Technical engineering specifications that will be incorporated into City bid documents.

**Task 2. Project Administration.**

The scope of work for this project may include the following tasks;

- Project/grant administration;
- Labor Compliance Program monitoring;
- Permit related activities;
- Bidding related activities and review;

**Task 3. Project Construction.**

The scope of work for this project may include the following tasks;

- Construction administration;
- Labor Compliance Program monitoring;
- Engineering services during construction, including inspections;

The types of services considered under Task 2 and 3 could involve the following;

- Assist the City with bidder questions; attend the pre-bid conference and the job-walks (as deemed necessary);
- Assist the City with interpretation of the plans and specifications; address Request for Information, review of shop drawings and submittals;
- Attend pre-construction meeting at the discretion of the City;
- Analysis of changed conditions, development of corrective actions;
- Upon completion of construction, the Consultant shall coordinate with the project contractor to prepare "as-built" drawings to be submitted to the City in both paper and electronic format.

**City Project Support.**

It is anticipated that the City will provide portions of, if not all of the following support for this project:

- Project/grant administration;
- CEQA documentation;
- Easement acquisition;
- Legal services;

- Construction administration;
- Labor Compliance Program monitoring;
- Permit related activities;
- Bidding related activities and review, award and contract oversight;
- Construction surveying;
- Construction inspections, water quality and materials testing.

The intent of the City Project Support items listed above is to share responsibility or manage complete responsibility of the item.

**ATTACHMENT B**  
**Well 15 Contact Time Pipeline Project**  
**Task Order Proposal**

**Included with this Task Order is a Project Cost Estimate (Exhibit A) identifying Task Item descriptions as well as the cost estimate for the completion of the Item.**

**The Consultant will bill for each Item based on the time recorded by the Consultants staff to the respective Item. The amount charged per hour is identified on the included Rate Schedule (Exhibit B).**

**Date of delivery of identified items; \_\_\_\_\_ days after approval of Task Agreement**

**TASK ORDER APPROVAL FORM**

CONSULTANT: **DENNIS R. KELLER / JAMES H. WEGLEY, CONSULTING ENGINEERS**

MASTER ENGINEERING AGREEMENT DATE: **JANUARY 4, 2016**

TASK ORDER: **WELL 15 CONTACT TIME PIPELINE PROJECT**

The Master Engineering Agreement (AGREEMENT) for **DENNIS R. KELLER / JAMES H. WEGLEY, CONSULTING ENGINEERS**, a copy of which is attached hereto and incorporated herein by this reference and shall identify requirements for entering into this Task Order Agreement.

CONSULTANT agrees to perform the services described in Attachments A within the time set forth in the as described in Attachment B.

Performance of this Task Order shall be subject to the terms and conditions contained in AGREEMENT.

Dated this **23rd** day of **February**, 2016.

**CITY OF LINDSAY**

By: \_\_\_\_\_  
Ramona Villarreal Padilla Mayor

**CONSULTANT**

**DENNIS R. KELLER / JAMES H. WEGLEY, CONSULTING ENGINEERS**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name and Title

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

**PROJECT COST ESTIMATE**  
**NEW PIPELINE AND SAMPLING/ANALYSIS STATIONS**  
**WELL 15 PIPELINE SEGMENT AND SAMPLING STATION PROJECT**  
**CITY OF LINDSAY**

**Administration Costs**

<b>Item</b>		
<b>No.</b>	<b>Item Description</b>	<b>Total</b>
1	Project/Grant Administration	\$ 8,000
2	Construction Administration	5,000
3	Legal Services	5,000
4	Labor Compliance Program	8,600
5	Public Bidding Process/Bid Award and Execution of Contract	6,000

Total Administration Costs: \$ 32,600

**Environmental/Engineering/Surveying/Inspection/Testing Costs**

<b>Item</b>		
<b>No.</b>	<b>Item Description</b>	<b>Total</b>
1	Preparation of CEQA Documentation	\$ 3,000
2	Design	32,000
3	Construction Surveying	4,000
4	Construction Inspection	28,500
5	Water Quality Testing	5,000
6	Materials Testing	5,000

Total Environmental/Engineering/Surveying/Inspection/Testing Costs: \$ 77,500

**Other Costs**

<b>No.</b>	<b>Item Description</b>	<b>Total</b>
1	Land Easements	\$ 2,000
2	Permitting	2,000
3	Environmental Compliance & Mitigation	2,000

Total Other Costs: \$ 6,000

**Construction Costs**

<b>Item</b>		<b>Units</b>	<b>Unit Price</b>	<b>Quantity</b>	<b>Total</b>
<b>No.</b>	<b>Item Description</b>				
1	Mobilization and Demobilization	L.S.	\$ 15,000	1	\$ 15,000
2	Sheeting and Shoring	L.S.	4,300	1	4,300
3	Clearing and Grubbing	L.S.	6,400	1	6,400
4	Furnish and Install (F&I) 8" AWWA C900 Class 200 Water Main	L.F.	55	1,000	55,000
5	F&I 12" x 12" x 12" Tee Fitting	Each	1,700	1	1,700
6	F&I 8" x 12" Reducer Fitting	Each	1,200	1	1,200
7	F&I 6" x 8" Reducer Fitting	Each	1,000	1	1,000
8	F&I 8" 90° Elbow Fitting	Each	900	3	2,700
9	F&I 6" Gate Valves	Each	2,000	2	4,000
10	Abandonment and Capping of Existing 6" Water Main; Connection of Proposed 8" Water Main to Existing Water Main	L.S.	19,000	1	19,000
11	F&I Communications, Alarms and Well Shut-off	L.S.	42,000	1	42,000
12	F&I Chorine Residual Sampling Stations	Each	33,000	3	99,000
13	Utility Locating	L.S.	8,000	1	8,000

Subtotal Construction Costs: \$ 259,300

10% Construction Cost Contingency: \$ 25,930

Total Construction Costs: \$ 285,230

**TOTAL PROJECT COST: \$ 401,330**

RATE SCHEDULE

DENNIS R. KELLER/JAMES H. WEGLEY, CONSULTING ENGINEERS

<u>Classification</u>	<u>Rate</u>
Keller, D.	\$150.00/Hr.
Wegley	\$122.00/Hr.
Blair	\$106.00/Hr.
Glass	\$106.00/Hr.
Cates	\$102.00/Hr.
Keller, N.	\$84.00/Hr.
Winsett	\$89.00/Hr.
Inspector – Prevailing Wage	\$95.00/Hr.*
Boyles	\$67.00/Hr.
Davidson	\$63.00/Hr.
Madrigal	\$55.00/Hr.
Skiff	\$60.00/Hr.
Johnstone	\$58.00/Hr.
Eubank	\$56.00/Hr.
Students	\$25.00/Hr.
Computer Time	\$10.00/Hr.
CADD	\$ 8.00/Hr.
Mileage	\$ 0.57/Mile
Color Reproductions	\$ 0.25 Each
Reproductions	\$ 0.15 Each
Fax	\$ 3.00 up to 10 pages and \$ 0.10 per page thereafter

\*Subject to mandated increases in the prevailing wage determinations when required.

January 1, 2015