

Lindsay City Council Agenda

Regular Meeting
Council Chambers at City Hall
251 E. Honolulu, Lindsay, California
Tuesday, July 28, 2015
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: Mayor PADILLA.
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2. EXECUTIVE SESSION
Conference with Labor Negotiator pursuant to GC§54957.6
Designated Representative: Mario U. Zamora, City Attorney
Unrepresented Employee: City Manager
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3. 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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4. 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.1-133)
 - a) Meeting Minutes for July 14th, 2015.
 - b) Warrant Register for July 8th-22nd, 2015.
 - c) 2014 Draft Drought Participation Agreement
 - d) SBX 11(Beall) Transportation Funding for Road Maintenance & other related Proposals
 - e) Grants Portfolio Update 4th Quarter FY2014/15.
 - f) Agreement for Animal Control Services with the City of Porterville.
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5. DISCUSSION & APPROVAL OF EMPLOYMENT AGREEMENT FOR INTERIM CITY MANAGER. (pg.134-137)
Presented by Mario U. Zamora, City Attorney.
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6. CONTINUED PUBLIC HEARING: CONSIDERATION OF RESOLUTION 15-38 APPROVING AND ORDERING THE CONTINUED MAINTENANCE OF THE SIERRA VISTA LANDSCAPE & LIGHTING MAINTENANCE DISTRICT AND CONFIRMING THE ENGINEER'S REPORT & ASSESSMENT FOR FY2015/16. (pg.138-141)
Presented by Mike Camarena, City Services Director.
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7. WATER CONSERVATION PLAN STUDY SESSION. (pg. 142-156)
Presented by Mike Camarena, City Services Director.
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8. 2015-16 STREET IMPROVEMENT PROGRAM (SIP) STUDY SESSION. (pg. 157-161)
Presented by Mike Camarena, City Services Director.
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9. SELECTION OF VOTING DELEGATE FOR 2015 LEAGUE OF CALIFORNIA CITIES CONFERENCE. (pg.162-164)
Presented by Mayor Padilla.
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10. COUNCIL REPORTS.
Presented by Council members.
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11. STAFF REPORTS.
Presented by Bill Zigler, Interim City Manager.
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12. EXECUTIVE SESSION
 - 1) Conference with Legal Counsel regarding pending litigation - GC§54956.9(d)(1)
Brian Clower vs. City of Lindsay
Tulare County Superior Court Case #257764
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12. EXECUTIVE SESSION Continued

- 2) Conference with Legal Counsel regarding Anticipated litigation GC§54956.9(d)(4) (One Case)
 - 3) Liability Claims Liability Claims GC§54956.95 (four cases)
 - Claimant: Ray F. Gonzales, II; Agency claimed against: Lindsay Police Department.
 - Claimant: Dora Walsh for Jayden Popa-Walsh; Agency claimed against: City of Lindsay.
 - Claimant: Humberto Iniguez; Agency claimed against: City of Lindsay.
 - Claimant: Brenda Gonzales; Agency claimed against: City of Lindsay.
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13. ADJOURN. The next Regular meeting is scheduled for **TUESDAY, AUGUST 11, 2015 at 6:00 PM** in the Council Chambers at City Hall, 251 E. Honolulu, Lindsay, CA 93247.

Materials related to an Agenda item submitted to the legislative body after distribution of the Agenda Packet are available for public inspection in the office of the City Clerk during normal business hours. Complete agenda is available at www.lindsay.ca.us 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. 8066

Regular Meeting
Council Chambers at City Hall
251 East Honolulu, Lindsay, California
Tuesday, July 14, 2015
6:00PM

CALL TO ORDER.

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

COUNCIL PRESENT: MECUM, KIMBALL, Mayor Pro Tem SANCHEZ, Mayor PADILLA.

COUNCIL ABSENT: SALINAS.

FLAG SALUTE: Mayor Pro Tem SANCHEZ.

PUBLIC COMMENT:

Eric Sinclair-gave brief invocation & commented on Public Safety Director dual roles
Lawrence Ainsworth-asked Council's consideration to repair Linda Vista Street

CONSENT CALENDAR:

Request for approval of the following:

- a) Meeting Minutes for Meeting Minutes for June 23rd & July 6th, 2015.
- b) Warrant Register for June 19th & 30th and July 1st, 2015.
- c) Accept Treasurer's Report for June 30, 2015.
- d) Accept the 2015-2 Waste Water Treatment Plant Headwork's Renovation Project as complete & direct the City Clerk to File a Notice of Completion.

ACTION:

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

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

DISCUSSION AND POSSIBLE APPOINTMENT & APPROVAL OF INTERIM CITY MANAGER AND EMPLOYMENT AGREEMENT.

Randy Edwards Associate Attorney in for City Attorney, Mario Zamora who is out on vacation. He stated that per Council instruction, the City Attorney was asked to prepare an employment agreement for the Interim City Manager and that has been done. The proposed agreement was included in the Council Agenda and described the key features as including a 5% increase to his base salary for performing the duties of the Interim City Manager, no severance terms and if he quits or another person is selected he can return to his former position. Council would need to have a motion to approve the document unless there are any questions.

Council member MECUM had question on 7.5% City match of employee's deferred compensation, vehicle allowance & two extra tanks of gas. He would rather see the IRS compensation for mileage of 57 ½ cents per mile and he turn in receipts for reimbursement.

Councilwoman KIMBALL stated this is not really the time to address this. We have other contracts similar to this one. Car allowance, he already has this in his current contract.

Council member MECUM: I don't feel we should pay any more than we have to especially since we are raising rates.

Bill Zigler: If I may comment, Madam Mayor, this is the contract that the City presented to me and that you folks agreed upon. I didn't add anything to this and I don't care if you don't pay my gas. But this is the contract you provided to me and that was agreed upon. I am good with it.

Mayor PADILLA: This is what the City Attorney drafted...

DISCUSSION AND POSSIBLE APPOINTMENT & APPROVAL OF INTERIM CITY MANAGER AND EMPLOYMENT AGREEMENT continued

Bill Zigler: Yes, for you.

Councilwoman SANCHEZ: Is this 7.5% additional?

Mayor PADILLA: No, he already has this.

City Attorney: If you wanted to modify anything, that could be done if it is agreeable to both parties. We could strike the "two tanks of fuel"

Council member MECUM: I still prefer to go with just reimbursement at current mileage rate. He submits a form for reimbursement.

City Attorney: If you prefer to make that motion for modification or any other sort of modification, then vote on it

Mayor PADILLA stated Councilmember MECUM had a motion to make those changes

Council member MECUM stated he had not made a motion and did not wish to make a motion. He was simply stating an opinion.

Mayor PADILLA: Is there a motion to accept the contract with the additional two tanks of gas stricken?

Council member KIMBALL made the motion to accept the contract with amendment to remove "additional tanks of gas" and with no other Second, Mayor PADILLA motioned as Second.

Roll Call Vote: KIMBALL, PADILLA-AYE ; SANCHEZ, MECUM-NO. Motion was defeated.

Mayor PADILLA: What do we do from here?

City Attorney: Well since it didn't pass what you could do is table the matter and direct staff and Mr. Zigler to come back with another proposal and you can address that at your next Council meeting.

Mayor PADILLA: Is there a motion to table this action to the next Council meeting?

Council member KIMBALL made motion to continue this item to the next Meeting, with Second by Council member SANCHEZ. With ALL in Favor and none opposed, Motion passed by unanimous vote of 4-0.

ACTION:

On Motion by KIMBALL and Second by SANCHEZ, the Lindsay City Council Voted Unanimously to table approval of the Employment Agreement for the Interim City Manager to the next meeting.

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

PUBLIC HEARING: CONSIDERATION OF RESOLUTION 15-34 APPROVING THE MODIFICATION OF PARCEL MAP FOR APN's 199-280-001 & 199-280-002.

Planning & Economic Development Director, Bill Zigler introduced this item and staff report. He stated this is a request by Maninder Sandhu to remove the requirement of a 30 ft wide building setback line located along the easterly line of parcels 1 & 2 due to the setback being no longer appropriate or necessary. A certificate of correction has been submitted by a licensed surveyor for map modification and if approved tonight, current building setbacks would apply.

He then provided slides showing the proposed changes and stated that staff finds that it is in keeping with all the requirements approved by Council and in keeping with all the requirements of State Law.

Mayor PADILLA stated this is a Public Hearing item, in a moment I will allow those who are in favor of this item an opportunity to speak, then those who may be opposed an opportunity to speak. Before I open the

PUBLIC HEARING: CONSIDERATION OF RESOLUTION 15-34 APPROVING THE MODIFICATION OF PARCEL MAP FOR APN's 199-280-001 & 199-280-002.continued

Public Hearing, are there any other questions from Council? Seeing none, she opened the Public Hearing for those in support of the resolution at 6:23pm and asked for anyone wishing to address Council in support of the resolution.

Store Manager Roel Sanchez spoke in support of the project. He stated he could accommodate more people and offer additional jobs for the community with a bigger store and a drive thru. I am in favor of the project, and hope it passes.

Mayor PADILLA then asked if there was anyone else who would like to speak in favor of the project, seeing none she asked if anyone would like to speak opposing the project. Seeing none, she closed the Public Hearing at 6:23:30pm and asked for further questions from Council. Seeing none, she asked what if any action Council would like to take on this item.

ACTION:

On Motion by KIMBALL and Second by SANCHEZ, the Lindsay City Council adopted Resolution 15-34 APPROVING THE MODIFICATION OF PARCEL MAP FOR APN's 199-280-001 & 199-280-002.

AYES: KIMBALL, SANCHEZ, MECUM, PADILLA.

NOES: None.

ABSENT: SALINAS.

CONTINUED PUBLIC HEARING: CONSIDERATION OF RESOLUTION 15-12 APPROVING SITE PLAN REVIEW 15-03 AND ACCEPTING A MITIGATED NEGATIVE DECLARATION.

Planning & Economic Development Director, Bill Zigler introduced this item and staff report. He stated the approval of the map modification was essential in order to even consider this project. Mr. Sandhu is requesting to build a new Subway on this site and provided slides showing the building placement and elevations of the proposed building.

Staff finds the project is in keeping with all zoning & land use requirements. Initial Studies have been done, aesthetics, air quality, cultural resources, and noise have been looked at and a Notice of Determination has been prepared and staff finds there are no significant impacts that would accompany this project.

Staff and the applicant have worked with CalTrans and a very lengthy staff report is contained in the agenda packet. CalTrans is satisfied with the conditions that the City has imposed on the developer for this project and the developer is satisfied in meeting CalTrans requirements.

Finally, staff recommends Council approval of the Site Plan Review based on the findings and subject to the conditions contained in the draft resolution.

Mayor PADILLA announced this is a Continued Public Hearing, in a moment I will allow those who are in favor of this item an opportunity to speak, then those who may be opposed an opportunity to speak. Before I open the Public Hearing are there any other questions from Council? Seeing none she opened the Public Hearing for those in favor of the project at 6:28pm. Would anyone like to address the Council in FAVOR of this item?

Store Manager Roel Sanchez spoke in favor of the project

Eric Sinclair spoke in favor of the project, stating he is in support of more jobs for Lindsay

Mayor PADILLA then asked if there was anyone else who would like to speak in favor of the project, seeing none she asked if anyone would like to speak opposing the project.

John Rodriguez had question on traffic. Was there a traffic/traffic impact study done and commented on this being a bad area and several accidents have already occurred there.

City Planner: In working with CalTrans, there are 4-lanes there and it has a tremendous capacity. About 20,000 cars or more move through there right now and Cal Trans is satisfied that that infrastructure will support this restaurant.

John Rodriguez: As far as traffic accidents, have you guys talked to CalTrans about that?

CONTINUED PUBLIC HEARING: CONSIDERATION OF RESOLUTION 15-12 APPROVING SITE PLAN REVIEW 15-03 AND ACCEPTING A MITIGATED NEGATIVE DECLARATION continued

City Planner: Yes we have

John Rodriguez: It's a pretty dangerous corner there and with more cars there the more chances of an accident are going to be occurring. Has there really been a good study on that?

City Planner: CalTrans is satisfied with the plans.

John Rodriguez: Is there a study though?

City Planner: CalTrans didn't require one, as they are the experts in that kind of traffic.

John Rodriguez: Just wanted to make you guys aware of the additional traffic. I'm for the Subway project, I am just thinking about the additional traffic and potential accidents there.

Mayor PADILLA asked if there was anyone else who want to speak opposing the project, seeing none she closed the Public Hearing at 6:32pm and asked for further questions from Council. Seeing none, she asked what if any action Council would like to take on this item.

ACTION:

On Motion by MECUM and Second by SANCHEZ, the Lindsay City Council adopted Resolution 15-12 APPROVING SITE PLAN REVIEW 15-03 AND ACCEPTING A MITIGATED NEGATIVE DECLARATION.

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

PUBLIC HEARING: CONSIDERATION OF RESOLUTION 15-37 APPROVING THE ORDERING AND CONTINUED MAINTENANCE OF LANDSCAPE AND LIGHTING MAINTENANCE DISTRICTS & CONFIRMING THE ENGINEER'S REPORT AND ASSESSMENT FOR FISCAL YEAR 2015-16.

City Services Director, Mike Camarena introduced this item and staff report. He stated every year, the Engineer of Work is ordered to prepare the report for the upcoming Fiscal Year in accordance with Article 4, Division 15, of the Streets and Highways Code, "Landscaping and Lighting Act of 1972" of the State of California.

The Engineer's report outlines the budgeted expenses for the present fiscal year, the actual expenses through May, and the projected expenses for the upcoming fiscal year. Each year there are adjustments made due to increases and/or actual expenses.

Summarized in the agenda are the (8) Assessment Districts and what the impacts of the proposed budget adjustment are for each district. He summarized each district individually as follows:

Sierra View Estates Assessment District had a proposed decrease of \$3.21 month per lot
Heritage Park Assessment District had a proposed decrease of \$1.52 per month per lot
Parkside Estates Assessment District had a proposed increase of \$0.79 per month per property
Sweet Brier Plaza (Samoa) Assessment District had a proposed decrease of \$9.01 per month per property
Sweet Brier Plaza (Hermosa) Assessment District had a proposed decrease of \$9.34 per month per property
Sierra Vista Assessment District had a proposed increase of \$3.85 per month per property
Maple Valley Assessment District had a proposed increase of \$0.16 per month per property
Pelous Ranch Assessment District had a proposed increase of \$1.03 per month per property

Mayor PADILLA stated this is a Public Hearing item, in a moment I will allow those people who are in favor of this item an opportunity to speak, then those who may be opposed an opportunity to speak. Before I open the Public Hearing are there any other questions from Council? Hearing none she opened the Public Hearing for those is support of the resolution at 6:35pm, seeing none, she asked if anyone would like to speak opposing the resolution?

John Rodriguez of Orange Court had question on increased assessment of Sierra Vista from \$10 to \$56.16

PUBLIC HEARING: CONSIDERATION OF RESOLUTION 15-37 APPROVING THE ORDERING AND CONTINUED MAINTENANCE OF LANDSCAPE AND LIGHTING MAINTENANCE DISTRICTS & CONFIRMING THE ENGINEER'S REPORT AND ASSESSMENT FOR FISCAL YEAR 2015-16 continued

City Services Director asked that the Public Hearing on only this District be continued and the item brought back to Council at the 7/28 Council meeting to allow staff to revisit the Engineer's Report.

Mayor PADILLA then asked for anyone else wishing to address Council opposing this item, seeing no one else she closed the Public Hearing for all but the Sierra Vista Assessment District, which will come before Council again on 7/28 at 6:38pm. and asked if there were any further questions from Council. Seeing none, she asked what if any action council would like to take on Resolution 15-37?

ACTION:

On Motion by KIMBALL and SANCHEZ by KIMBALL, the Lindsay City Council adopted Resolution 15-37 APPROVING THE ORDERING & CONTINUED MAINTENANCE OF LANDSCAPE & LIGHTING MAINTENANCE DISTRICTS AND CONFIRMING THE ENGINEER'S REPORT AND ASSESSMENT FOR FISCAL YEAR 2015-16 WITH THE EXCEPTION OF THE SIERRA VISTA ASSESSMENT DISTRICT AND CONTINUE THE PUBLIC HEARING TO 7/28.

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

RESIDENT OF LINDA VISTA STREET INTERRUPTED MEETING DELIVERING PETITION FROM LINDA VISTA RESIDENTS TO MAYOR PADILLA. MAYOR PADILLA INSTRUCTED HIM TO HAND IT TO THE CITY CLERK.

CONSIDERATION OF RESOLUTION 15-36 APPROVING SITE PLAN REVIEW 15-05 FOR PROPERTY DEVELOPMENT ON THE SOUTHEAST CORNER OF WESTWOOD AVENUE & HERMOSA ST (APN: 205-040-005).

Planning & Economic Development Director, Bill Zigler introduced this item and staff report. He stated this is a request by Self Help Enterprises to develop 50 apartment units on 2.85 acres located on the southeast corner of Hermosa & Westwood.

He further added this project would include greywater recycling, compliance with Emergency Water Regulation, Water Efficient Landscape Measures, compliance with CA Model Landscape Ordinance, Installation of low flow interior water devices, Bioswales, Community Garden, Transportation Improvements and a variety of onsite resident services.

He stated Council approved the Mitigated Negative Declaration on this project in March. At that time Self Help was pursuing a grant that would enable them to do significant off-site improvements. Among the improvements discussed were assistance with a roundabout and assistance with a percentage of the cost of bringing a well back on line, however they did not receive this grant and are still pursuing HOME funds for the project. They are prepared to work with the Mobile Home owners to include privacy barriers and with the City to assist in efforts to mitigate the pedestrian traffic issue on Westwood & Hermosa. He added the applicants were in attendance and would be happy to answer any questions.

Mayor PADILLA: asked if Council had any questions on the project.

Council member MECUM suggested the City pursue working with Self Help on acquiring Palm Trees.

Planning Director: stated staff would look into the cost of moving those if Self Help was interested in selling them to the City. Also, I think Self Help would like to share any vision they have for it or answer any questions Council may have.

Councilwoman KIMBALL: I don't so much have questions, I just want to express my disappointment that the project is going forward without the grant funded mitigation measures that we discussed. She felt as though she was misled in feeling we would most likely get a well opened, and to not have that water supply and to be going ahead with these apartments, concerns me a lot. The other issue is the traffic congestion. We are not getting a roundabout and we have done something of a study on that intersection and there were really only two options and one was the roundabout and the other was having the kids led across the street. And it looks as though the only solution is to set up the temporary sign and lead the kids across the street. A Stoplight

RESOLUTION 15-36 APPROVING SITE PLAN REVIEW 15-05 FOR PROPERTY DEVELOPMENT ON THE SOUTHEAST CORNER OF WESTWOOD AVENUE & HERMOSA ST (APN: 205-040-005) continued

would just be really annoying the rest of the day, I don't think speed bumps or a raised crossing would work, none of those things because it is really only congested at those two times of the day. And what ever we do at those two times of the day we will need to have crossing guards out there.

Planning Director: So we have had complaints in that area of people feeling not safe in crossing Hermosa at the Westwood intersection. I think those complaints are coming from people who probably aren't crossing during school hours so we wanted to address that and see what we can do to make this safer. Self Help is willing to partner with us in this endeavor but the reality is that they also have a limited budget also since they didn't get the funding they were looking for.

Mayor PADILLA: Any further questions?

Betsy McGovern Garcia Director of Real Estate Development for Self help Enterprises addressed Council stating they also share our frustration about not receiving the expected Funding. They felt this project was a model of how they could develop in smaller rural communities and really help shape transportation safety and public transportation utilization. As mentioned before, there are a number of features built into the project to try and address the city's concerns. We are agreeing to pay for safety improvements and did a quick brainstorming with raised crosswalks and elevated lights then decided to leave that decision to this Council, but have included funds in the project to address that.

In regards to the water and the well, various water efficiency measures were incorporated into this project, noting that this project is expected to use comparable amounts or less water than what is currently being used to water all of the orange trees that are there. We hear your concerns, we want to be a partner moving forward and we want to have a project that everyone is happy with so we are willing to continue discussions and to answer any other questions you might have.

Council member KIMBALL: asked questions specific to pursuing of additional grant funds for the well and asked if funding could be pursued again since they didn't receive funding on this round.

Self Help: Stated Self Help has moved forward and acquired the site and there are some substantial costs to care and maintain the property until such time as the development can begin. It was our understanding was that this site was already zoned RM-2, it's already zoned for multi-family development and it has been zoned that way for some time. So we have the right to utilize the 35% density bonus so we are moving forward with a project that is conformance with all of the zoning requirements with the understanding that we are available as your partner to help and continue to work on funding solutions.

Council member KIMBALL: You said you think your water use would be less or comparable or less than what is used for the orange grove, that doesn't make sense to me. I would like to see those

Self Help: I don't have the figures specifically, but we are watering twice a month and runs for 48 hours at a time. We can provide that information but we have gone out of our way to incorporate every water conservation and saving measure in this project as possible and we will be required to follow the state mandated reductions also.

Mayor PADILLA: Any further questions?

Council member KIMBALL asked to consider continuing the item to look more closely at the traffic measures. I don't necessarily understand all that are suggested and some that I know I don' like.

Mayor PADILLA: Bill is there anything you can add?

City Planner: I would just say that Self Help needs to submit a HOME application tomorrow, so if you continue it

Tom Callishaw, CEO of Self Help Enterprises addressed Council adding that this project is only using 2.85 acre portion of the site. The overall site is about 7 acres so we would certainly have, in later phases, another opportunity to apply for the AHFC-Cap n Trade Funding Measure with a future project. As to the matter of the timing, state funding programs being what they are, we would likely lose a significant amount of points on readiness which includes the site plan review portion, so it would create something of a hardship for us if it is continued. Also we need to mention that we are complying with the state density bonus law as well as the anti-

RESOLUTION 15-36 APPROVING SITE PLAN REVIEW 15-05 FOR PROPERTY DEVELOPMENT ON THE SOUTHEAST CORNER OF WESTWOOD AVENUE & HERMOSA ST (APN: 205-040-005) continued

NIMBY law in California which provides basic restrictions on what cities can impose on projects of this type. We feel that we acted in good faith, all of these issues were discussed with staff and what we are presenting is quite reasonable so we respectfully ask that you make a decision on this tonight.

Mayor PADILLA asked for explanation on the 35% density bonus and information was provided by Self Help. With no further questions from Council, Mayor PADILLA asked what action Council would like to take on Resolution 15-36.

ACTION:

On Motion by MECUM and Second by SANCHEZ, the Lindsay City Council adopted Resolution 15-36 APPROVING SITE PLAN REVIEW 15-05 FOR PROPERTY DEVELOPMENT ON THE SOUTHEAST CORNER OF WESTWOOD AVENUE & HERMOSA ST (APN: 205-040-005).

AYES: MECUM, SANCHEZ, PADILLA.
NOES: KIMBALL.
ABSENT: SALINAS.

Trudy Wischemann interrupted Mayor Padilla to ask that the Public Comment period be re-opened for people who want to present a petition to Council. She explained they missed the opportunity because they don't know English enough to know what they were supposed to do.

Mayor PADILLA agreed to re-open the Public Comment period to allow for that. There was no three (3) minute limit per person.

Maria Sepeda 170 Linda Vista addressed Council regarding petition by herself and her neighbors to have their street fixed/repared. The street is s dire need for complete rehabilitation and not simply repair or patch.

Gustavo___ 141 Linda Vista resident there for 7 years, states that in the rainy season, the water puddles and puddles really high, there are problems with the storm drain and he needs to take it on himself to keep the area clean to allow the water to flow freely and now with the further deterioration of the road it is becoming more of a hardship to keep it from backing up. Our neighborhood presented a petition 4-5 years ago and our street has not been repaired. We just ask that you consider our request at this time. (Maria Sepeda translated from spanish)

Mari Escobedo-resides 114 Linda Vista and she was saying that she recently had a 60 year old visitor come to visit at her house and when she walked out from her driveway to the road there was one of those potholes that was over filled and she tripped and fell down. She was not seriously hurt but it s one of their concerns and we don't have sidewalks and feels that now instead of more potholes being filled, that we need our street re-done. And there is also concern with there being no lighting there. (Maria Sepeda translated from Spanish)

Mayor Pro Tem SANCHEZ- Apologized to residents because Council saw them back there and didn't ask them why they were here. They came up here and gave us a petition and they don't understand so I apologized for that. (translated from Spanish)

Mayor PADILLA continuing on to Council Reports, Item #9.

Finance Director Tamara Laken asked for clarification on action for Appointment of Interim City Manager. I understand you are continuing the Employment Agreement but what was not made clear is are you appointing Bill Zigler as the Interim tonight or are you not because of the Employment Agreement and that I don't think was made clear to anybody.

Mayor PADILLA deferred the question to the City Attorney.

City Attorney: well while the contract was not approved and while we continue to work on the negotiations of it, obviously Mr. Zigler is performing the role of Interim City Manager. So he would continue in the capacity that he is in until the contract negotiated.

Mayor PADILLA: Now since we had offered the appointment as the Interim City Manager, wouldn't that still take place, and just that the contract wasn't signed? Is anyone thinking something different, than what I am?

City Attorney: Correct.
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July 14, 2015
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CLARIFICATION ON INTERIM CITY MANAGER APPOINTMENT continued

City Attorney: No, no. He has been appointed so he is continuing

Mayor PADILLA: Okay, no worries. So for clarification for everyone, the Interim City Manager is Bill Zigler.

The meeting then continued on to Council reports.

COUNCIL REPORTS

Councilman MECUM - had nothing to report

Councilwoman KIMBALL – suggested that a future agenda item considering a “building moratorium while we have water issues” and staff was directed to prepare this item for Council discussion. She also reported that Cultural Arts is deep in the process of creating the 1st Lindsay History Book and Annual Dinner on Sept. 29th.

Mayor Pro Tem SANCHEZ-Looking forward to visiting the new Los Portales Restaurant

Mayor PADILLA Thanked Carmen Wilson for a great job as Acting City Manager. She did a really great job, during the short time she was there; it was great to have you. Thank you for taking that position for us at the spur of the moment and hope to continue that open communication with you and staff as well. So on behalf of the City Council, we thank you.

I’m not sure that everyone knows who all the candidates were. We had 5 staff members who applied for the position and it was wonderful to be able to see their journeys and how they got to where they are now and just to get to know them. So it was really nice to have that opportunity.

Congratulations Bill, thank you for accepting and look forward to working with you. Next we got to staff reports.

STAFF REPORTS

Interim City Manager Bill Zigler reported on the following:

Well 15 offline this morning

Water conservation update

½ “ of water on Thursday morning 7/9

Sequoia Avenue & Valencia Street Projects continuing

WWTP Project was completed

Wrestling Camp @McDermont, attendees from all over the country

Benefit Concert for young man who has a terminal illness

Wellness Aquatics Center Skimmers Event last Saturday

Last session of Swim Lessons

Zumba Kids & Kids Nutrition Camp was a great success (ages 4-12)

Porterville Sheltered Workshop resumed swim lessons and enjoyed the Pool

New tenant in the Wellness Center providing Marriage & Family Counseling Services

Summer Public Swim between 75-100 and night swim about 300

Helping One Woman about 80 attendees

Los Portales & El Patio are open for business

City received \$97,000 in HOME Grant funding for 1st time Home Buyers & \$390,000 for Owner Occupied Rehab

Prop 218 noticed were mailed out last week

City is participating in Summer Night Lights, took 2 week hiatus because of Wrestling Camp (Thursday Nights)

Mayor PADILLA thanked all who attended tonight’s Council meeting & invited them back on 7/28 at 6pm.

ADJOURN. Upon motion of MECUM and Second of SANCHEZ Mayor PADILLA adjourned the Regular Meeting of the Lindsay City Council at 7:33 pm The next Regular City Council Meeting is scheduled for **TUESDAY, JULY28th, 2015 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

| FUND /DEPT | TITLE/DESCRIPTION | | |
|---|-----------------------------|---------|----------------------|
| 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 | | |
| ASSESSMENT DISTRICTS: | | | |
| 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 | | |
| HOUSING AND COMMUNITY DEVELOPMENT: | | | |
| 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 |
|--------|---------|---------|---------------------------|----------|---------|------------|
| 84081 | 7/14/15 | 5677 | AL JAMES REID | 300-4300 | 055-006 | \$150.00 |
| 84111 | 7/14/15 | 4990 | ALEC BLUE | 400-4400 | 055-006 | \$690.00 |
| 84082 | 7/14/15 | 4981 | ALEX GUTIERREZ | 300-4300 | 055-006 | \$275.00 |
| 84113 | 7/17/15 | 4899 | ALLIED INSURANCE | 779-000 | 200-351 | \$634.00 |
| 84083 | 7/14/15 | 5009 | ANDY GARCIA | 300-4300 | 055-019 | \$210.00 |
| 84084 | 7/14/15 | 5674 | ANTHONY GONZALEZ | 300-4300 | 055-006 | \$325.00 |
| 84085 | 7/14/15 | 3797 | BETSON WEST | 300-4300 | 069-113 | \$1,447.20 |
| 84086 | 7/14/15 | 5885 | CARLITO DAGUMAN | 300-4300 | 055-019 | \$120.00 |
| 84115 | 7/21/15 | 3609 | CLASSIC CHARTER | 300-4300 | 055-026 | \$819.50 |
| 84087 | 7/14/15 | 5739 | COLUMBIA ELECTRIC MOTORS | 300-4300 | 069-092 | \$1,766.66 |
| 84088 | 7/14/15 | 3873 | E&M'S REPTILE FAMILY, LLC | 300-4300 | 069-115 | \$250.00 |
| 84089 | 7/14/15 | 4809 | EDWARD SAVERY | 300-4300 | 055-006 | \$350.00 |
| 84090 | 7/14/15 | 5641 | ELITE FITNESS | 300-4300 | 069-113 | \$3,300.00 |
| 84091 | 7/14/15 | 5676 | FIT FOR LIFE | 400-4400 | 055-006 | \$315.00 |
| 84092 | 7/14/15 | 4527 | GIANMARCO LASERNA | 300-4300 | 055-019 | \$350.00 |
| 84112 | 7/16/15 | 148 | GOMEZ AUTO & SMOG | 101-4130 | 022-012 | \$672.42 |
| 84112 | 7/16/15 | 148 | GOMEZ AUTO & SMOG | 552-4552 | 022-012 | \$672.42 |
| 84112 | 7/16/15 | 148 | GOMEZ AUTO & SMOG | 553-4553 | 022-012 | \$672.42 |
| 84112 | 7/16/15 | 148 | GOMEZ AUTO & SMOG | 101-4120 | 022-012 | \$672.42 |
| 84112 | 7/16/15 | 148 | GOMEZ AUTO & SMOG | 261-4160 | 022-012 | \$672.42 |
| 84112 | 7/16/15 | 148 | GOMEZ AUTO & SMOG | 101-4210 | 022-012 | \$336.21 |
| 84112 | 7/16/15 | 148 | GOMEZ AUTO & SMOG | 883-4883 | 022-012 | \$117.47 |
| 84112 | 7/16/15 | 148 | GOMEZ AUTO & SMOG | 888-4888 | 022-012 | \$78.07 |
| 84112 | 7/16/15 | 148 | GOMEZ AUTO & SMOG | 891-4891 | 022-012 | \$58.77 |
| 84112 | 7/16/15 | 148 | GOMEZ AUTO & SMOG | 884-4884 | 022-012 | \$32.81 |
| 84112 | 7/16/15 | 148 | GOMEZ AUTO & SMOG | 887-4887 | 022-012 | \$21.32 |
| 84112 | 7/16/15 | 148 | GOMEZ AUTO & SMOG | 886-4886 | 022-012 | \$13.92 |
| 84112 | 7/16/15 | 148 | GOMEZ AUTO & SMOG | 885-4885 | 022-012 | \$9.01 |
| 84112 | 7/16/15 | 148 | GOMEZ AUTO & SMOG | 890-4890 | 022-012 | \$4.83 |
| 84093 | 7/14/15 | 4721 | HUSSAIN RAYANI | 300-4300 | 055-019 | \$300.00 |
| 84114 | 7/21/15 | 5924 | ISLAND WATERPARK | 300-4300 | 055-026 | \$1,997.74 |
| 84094 | 7/14/15 | 4190 | JUAN GUTIERREZ | 300-4300 | 055-019 | \$825.00 |
| 84095 | 7/14/15 | 5614 | KALA DONELLEY | 300-4300 | 055-019 | \$275.00 |
| 84096 | 7/14/15 | 5462 | KATHY PREKOSKI | 400-4400 | 055-006 | \$1,200.00 |
| 84097 | 7/14/15 | 5804 | KELSIE AVINA | 300-4300 | 055-006 | \$75.00 |
| 84097 | 7/14/15 | 5804 | KELSIE AVINA | 400-4400 | 055-006 | \$350.00 |
| 84098 | 7/14/15 | 5448 | KIRBY MANNAN | 400-4400 | 055-006 | \$225.00 |
| 84116 | 7/22/15 | 3560 | KNORR SYSTEMS, INC | 300-4775 | 064-000 | \$3,403.29 |
| 84099 | 7/14/15 | 5916 | MICHELLE CORONADO | 300-4300 | 055-026 | \$1,440.00 |
| 84100 | 7/14/15 | 4837 | MULLINSGREG | 300-4300 | 055-006 | \$325.00 |
| 84101 | 7/14/15 | 5498 | PRINTEST ROBINSON | 300-4300 | 055-019 | \$210.00 |
| 84102 | 7/14/15 | 5696 | RASHEEM RAYANI | 300-4300 | 055-019 | \$240.00 |
| 84103 | 7/14/15 | 4698 | SAL ESTRADA | 300-4300 | 055-019 | \$525.00 |
| 84104 | 7/14/15 | 5913 | SERGIO VARELA | 300-4300 | 055-026 | \$960.00 |
| 84105 | 7/14/15 | 5868 | SHANE SANCHEZ | 300-4300 | 055-019 | \$90.00 |
| 84106 | 7/14/15 | 3208 | SHANNON PATTERSON | 400-4400 | 055-006 | \$550.00 |
| CHECK# | DATE | VENDOR# | VENDOR | FUND | ACCOUNT | AMOUNT |
| | | | | | | |

| CHECK# | DATE | VENDOR# | VENDOR | FUND | ACCOUNT | AMOUNT |
|--------|---------|---------|---------------------|----------|---------|-------------|
| 84107 | 7/14/15 | 4914 | STEPHANIE VELASQUEZ | 300-4300 | 055-006 | \$450.00 |
| 84107 | 7/14/15 | 4914 | STEPHANIE VELASQUEZ | 400-4400 | 055-006 | \$200.00 |
| 84108 | 7/14/15 | 4943 | TIMOTHY CULVER | 300-4300 | 055-026 | \$3,360.00 |
| 84080 | 7/8/15 | 1010 | VERIZON CALIFORNIA | 600-4180 | 065-000 | \$49,890.24 |
| 84109 | 7/14/15 | 4978 | WILLIAM PETERSON | 300-4300 | 055-019 | \$240.00 |
| 84110 | 7/14/15 | 5912 | YVETTE DURAN | 300-4300 | 055-006 | \$275.00 |
| | | | | | | |
| | | | | | | |
| | | | | | TOTAL | \$82,443.14 |
| | | | | | | |

DEPARTMENT OF WATER RESOURCES

1416 NINTH STREET, P.O. BOX 942836
SACRAMENTO, CA 94236-0001
(916) 653-5791



April 30, 2015

Don Mills
President, Board of Directors
Kaweah Delta Water Conservation District
2975 N. Farmersville Blvd
Farmersville, CA 93223

RECEIVED
MAY - 4 2015
BY: _____



5-5-15
SCANNED
D.V.

Proposition 84 - Integrated Regional Water Management (IRWM) 2014 Drought Grant; Agreement No. 4600010884

Dear Maurice:

Enclosed is an original executed copy of Agreement No.4600010884.

If you have any questions, please contact Chris Montoya at (559) 230-3347 or chris.montoya@water.ca.gov.

Sincerely,

Loi Nguyen
Regional Planning Branch
Division of Integrated Regional Water Management

Enclosures

cc: Chris Montoya

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND
KAWEAH DELTA WATER CONSERVATION DISTRICT
AGREEMENT NUMBER 4600010884
PROPOSITION 84 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) 2014 DROUGHT GRANT
CALIFORNIA PUBLIC RESOURCES CODE §75026 ET SEQ.**

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR" and the Kaweah Delta Water Conservation District, a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee", which parties do hereby agree as follows:

1. PURPOSE. State shall provide funding from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 to Grantee to assist in financing projects associated with the Kaweah River Basin IRWM Plan pursuant to Chapter 8 (commencing with Section 79560) of Division 26.5 of the California Water Code (CWC), hereinafter collectively referred to as "IRWM Program."
2. TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on the date this Grant Agreement is executed by State, and terminates on October 31, 2017, or when all of the Parties' obligations under this Grant Agreement are fully satisfied, whichever occurs earlier. Execution date is the date the State signs this Grant Agreement indicated on page 9.
3. TOTAL PROJECT COST. The reasonable Total Cost of the Projects is estimated to be \$585,166.
4. GRANT AMOUNT. The maximum amount payable by the State under this Agreement shall not exceed \$241,818.
5. GRANTEE COST SHARE. Grantee agrees to fund the difference between the Total Project Cost, and the Grant Amount (amount specified in Paragraph 4). Cost Share consists of Funding Match and Additional Cost Share, as documented in Exhibit B (Budget). Additional Cost Share is the amount necessary to fund the project above the Grant Amount and the Funding Match. Additional Cost Share will not be reviewed by the State for invoicing purposes; however, the Grantee is required to maintain all financial records associated with the project in accordance with Exhibit I (State Audit Document Requirements).
6. FUNDING MATCH. Funding Match is defined as the minimum amount of Grantee Cost Share required, and cannot include other State funds. Grantee is required to provide a Funding Match of at least 25% of the Total Project Cost (unless a Disadvantaged Community project waiver is granted). The Grantee's Funding Match is estimated to be \$47,753. Grantee's Funding Match may include in-kind services that are part of Exhibit A (Work Plan) and performed after January 1, 2010.
7. GRANTEE'S RESPONSIBILITY. Grantee and its representatives shall:
 - a) Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Exhibit B (Budget) and Exhibit C (Schedule).
 - b) Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 financing.
 - c) Comply with all applicable California laws and regulations.
 - d) Implement the Projects in accordance with applicable provisions of the law.
 - e) Fulfill its obligations under the Grant Agreement, and be responsible for the performance of the projects.
8. LOCAL PROJECT SPONSOR'S RESPONSIBILITY. Grantee shall assign Local Project Sponsors to act on behalf of Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. Local Project Sponsors shall be assigned in accordance with the participating agencies identified in the Kaweah River Basin 2014 Water Conservation and Water Quality Protection Projects Proposal grant application. Exhibit F identifies Local Project Sponsors. Local Project Sponsors shall also act on behalf of Grantee in the fulfillment of Grantee responsibilities where specifically specified in this Grant Agreement.

9. BASIC CONDITIONS. State shall have no obligation to disburse money for projects under this Grant Agreement until Grantee has satisfied the following conditions (if applicable):
- a) Grantee and the City of Visalia and the City of Lindsay demonstrate the availability of sufficient funds to complete each project by submitting the most recent 3 years of audited financial statements.
 - b) Grantee must demonstrate compliance with the groundwater compliance options set forth on pages 13 and 14 of the IRWM Program Guidelines, dated June 2014.
 - c) For the term of this Grant Agreement, Grantee submits timely Quarterly Progress Reports as required by Paragraph 19, "Submission of Reports."
 - d) Grantee submits deliverables as specified in Paragraph 19 of this Grant Agreement and in Exhibit A.
 - e) Prior to the commencement of construction or implementation activities, Grantee shall submit the following to the State for each project:
 - 1) Final plans and specifications certified by a California Registered Professional (Civil Engineer or Geologist, as appropriate) for each approved project as listed in Exhibit A of this Grant Agreement.
 - 2) Environmental Documentation:
 - i) Grantee submits to the State all applicable environmental permits,
 - ii) Documents that satisfy the CEQA process are received by the State,
 - iii) State has completed its CEQA compliance review as a Responsible Agency, and
 - iv) Grantee receives written concurrence from the State of Lead Agency's CEQA documents and State notice of verification of environmental permit submittal.

State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, State will consider the environmental documents and decide whether to continue to fund the projects or to require changes, alterations or other mitigation. Grantee must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, and mitigation monitoring programs as may be required prior to beginning construction/implementation.
 - 3) A monitoring plan as required by Paragraph 21, "Project Monitoring Plan Requirements."
10. DISBURSEMENT OF FUNDS. State will disburse to Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to Grantee under this Grant Agreement and any and all interest earned by Grantee on such money shall be used solely to pay Eligible Project Costs, as defined in Paragraph 11.
11. ELIGIBLE PROJECT COST. Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B. Eligible project costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reasonable administrative expenses may be included as Total Project Costs and will depend on the complexity of the project preparation, planning, coordination, construction, acquisitions, and implementation. Reimbursable administrative expenses are the necessary costs incidentally but directly related to the projects including the portion of overhead and administrative expenses that are directly related to the projects included in this Agreement in accordance with the standard accounting practices of the Grantee. Work performed on the projects after January 17, 2014 shall be eligible for reimbursement.
- Costs that are not eligible for reimbursement with State funds cannot be counted as Funding Match. Costs that are not eligible for reimbursement include, but are not limited to the following items:
- a) Costs, other than those noted above, incurred prior to the award date of the Grant.
 - b) Operation and maintenance costs, including post construction performance and monitoring costs.

- c) Purchase of equipment not an integral part of a project.
- d) Establishing a reserve fund.
- e) Purchase of water supply.
- f) Monitoring and assessment costs for efforts required after project construction is complete.
- g) Replacement of existing funding sources for ongoing programs.
- h) Travel and per diem costs (per diem includes subsistence and other related costs).
- i) Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement).
- j) Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies.
- k) Payment of principal or interest of existing indebtedness or any interest payments unless the debt is incurred after execution of this Grant Agreement, the State agrees in writing to the eligibility of the costs for reimbursement before the debt is incurred, and the purposes for which the debt is incurred are otherwise eligible costs. However, this will only be allowed as Grantee cost share (i.e., Funding Match).
- l) Overhead not directly related to project costs.

12. METHOD OF PAYMENT. Submit a copy of invoice for costs incurred and supporting documentation to the DWR Project Manager via Grant Review and Tracking Systems (GRanTS). Additionally, the original invoice form with signature and date (in ink) of Grantee's Project Representative, as indicated on page 9 of this Agreement, must be sent to the DWR Project Manager for approval. Invoices submitted via GRanTS shall include the following information:

- a) Costs incurred for work performed in implementing the projects during the period identified in the particular invoice.
- b) Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for the projects during the period identified in the particular invoice for the implementation of a project.
- c) Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
 - 1) Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - 2) Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - 3) Sufficient evidence (e.g. receipts, copies of checks, time sheets) as determined by the State must be provided for all costs included in the invoice. Additional Cost Share shall be accounted for separately in the progress reports.
 - 4) Each invoice shall clearly delineate those costs claimed for reimbursement from the State's Grant Amount, as depicted in Paragraph 4, and those costs that represent Grantee's Funding Match, as applicable, in Paragraph 6.
 - 5) DWR Project Manager will notify Grantee, in a timely manner, when, upon review of an Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or are not supported by documentation or receipts acceptable to State. Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency(ies). If Grantee fails to submit adequate documentation curing the deficiency(ies), State will adjust the pending invoice by the amount of ineligible or unapproved costs. After the disbursement requirements in Paragraph 9 "Basic Conditions" are met, State will disburse the whole or portions of State funding to Grantee, following receipt from Grantee via US mail or Express mail delivery of a "wet signature" invoice for costs incurred, including Cost Share, and timely Quarterly Progress Reports as required by Paragraph 19. Submission of Reports. Payment will be made no more frequently than monthly, in arrears, upon receipt of an invoice bearing the Grant Agreement number.

13. WITHHOLDING OF DISBURSEMENTS BY STATE. If State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if Grantee does not remedy any such failure to State's satisfaction, State may withhold from Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and State notifies Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 14, the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by State. State may consider Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 14, "Default Provisions." If State notifies Grantee of its decision to withhold the entire funding amount from Grantee pursuant to this paragraph, this Grant Agreement shall terminate upon receipt of such notice by Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.
14. DEFAULT PROVISIONS. Grantee (and a Local Project Sponsor receiving grant funding through this Grant Agreement) will be in default under this Grant Agreement if any of the following occur:
- a) Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between Grantee and State evidencing or securing Grantee's obligations.
 - b) Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement.
 - c) Failure to maintain an adopted IRWM Plan that meets the requirements contained in Part 2.2 of Division 6 of the CWC, commencing with Section 10530.
 - d) Failure to operate or maintain project(s) in accordance with this Grant Agreement.
 - e) Failure to make any remittance required by this Grant Agreement.
 - f) Failure to comply with Labor Compliance Program requirements (Paragraph 18).
 - g) Failure to submit timely progress reports.
 - h) Failure to routinely invoice State.
 - i) Failure to meet any of the requirements set forth in Paragraph 15, "Continuing Eligibility."

Should an event of default occur, State shall provide a notice of default to the Grantee and shall give Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, State may do any of the following:

- i. Declare the funding be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.
- ii. Terminate any obligation to make future payments to Grantee.
- iii. Terminate the Grant Agreement.
- iv. Take any other action that it deems necessary to protect its interests.

In the event State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, Grantee agrees to pay all costs incurred by State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

15. CONTINUING ELIGIBILITY. Grantee must meet the following ongoing requirement(s) to remain eligible to receive State funds:
- a) An urban water supplier that receives grant funds governed by this Grant Agreement shall:
 - 1) Maintain compliance with the Urban Water Management Planning Act (CWC§10610 et. seq.) and Sustainable Water Use and Demand Reduction, Part 2.55. of Division 6 (CWC§10608 et. Seq.). Urban water suppliers that submitted 1420 compliance Table 2 in the 2014 Drought Application must submit, until June 30, 2016, either:

- i) List of tasks to implement the BMPs listed in 1420 compliance Table 2 and a corresponding schedule and budget. Or
- ii) The progress toward the 2015 interim gallon per day per capita (GPCD) target. If not meeting the interim target also include a schedule, financing plan, and budget for achieving the GPCD, as required pursuant to CWC § 10608.24.

By July 1, 2016 all urban water suppliers must submit documentation that demonstrates they are meeting the 2015 interim GPCD target. If not meeting the interim target, also include a schedule, financing plan, and budget for achieving the GPCD, as required pursuant to CWC § 10608.24.

- 2) Have their 2010 UWMP deemed consistent by DWR. The 2015 UWMP update will be required to be submitted to DWR in 2016. For more information visit the following website:
<http://www.water.ca.gov/urbanwatermanagement>

b) An agricultural water supplier receiving grant funding must:

- 1) Comply with Sustainable Water Use and Demand Reduction requirements outlined in Part 2.55 (commencing with §10608) of Division 6 of the CWC, Before July 1, 2016:

- i) Submit a schedule, financing plan, and budget for implementation of the efficient water management practices, required pursuant to CWC § 10608.48, for inclusion in the grant agreement as an Exhibit.

- 2) Have their AWMP deemed consistent by DWR. The next AWMP update will be required in 2016. For more information visit the following website:

<http://www.water.ca.gov/wateruseefficiency/agricultural/agmamt.cfm>

- c) Grantee's diverting surface water must maintain compliance with diversion reporting requirements as outlined in Part 5.1 of Division 2 of the CWC.
- d) Projects with potential groundwater impacts must demonstrate compliance with the groundwater compliance options set forth on pages 13 and 14 of the IRWM Program Guidelines, dated June 2014.
- e) Project Proponents that have been designated as monitoring entities under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program must maintain reporting compliance, as required by CWC § 10932 and the CASGEM Program.

16. PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS. Grantee shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Projects. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to State.

17. RELATIONSHIP OF PARTIES. Grantee is solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Grant Agreement.

18. LABOR COMPLIANCE. Grantee agrees to comply with all applicable California Labor Code requirements and Standard Condition D.28 in Exhibit D. Grantee must, independently or through a third party, adopt and enforce a Department of Industrial Relations-certified Labor Compliance Program (LCP) meeting the requirements of Labor Code section 1771.5 for projects funded by:

- a) Proposition 84 (Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006; PRC sections 75075 et seq.) or
- b) Any other funding source requiring an LCP.

At the State's request, Grantee must promptly submit written evidence of Grantee's compliance with the LCP requirements.

19. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. All reports shall be submitted to the State's Project Manager, and shall be submitted via DWR's "Grant Review and Tracking System" (GRanTS). If requested, Grantee shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit G. The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of a Project Completion Report is a requirement for the release of any funds retained for such projects.
- Progress Reports: Grantee shall submit progress reports on a regular and consistent basis to meet the State's requirement for disbursement of funds. The reporting period shall not exceed one quarter in length. The progress reports shall be sent via e-mail to the State's Project Manager and shall be uploaded into GRanTS at the frequency specified in Exhibit C, Project Schedule. The progress reports shall provide a brief description of the work performed during the reporting period including: Grantee's activities, milestones achieved, any accomplishments, and any problems encountered in the performance of the work under this Agreement.
 - Water Management Status Report: Until June 30, 2016, Grantees with urban water suppliers that submitted 1420 compliance Table 2 in the 2014 Drought Application shall submit a status report (s) on implementation of AB 1420 status or. For 1420 BMP..."The status report shall be uploaded into GRanTS no later than April 30, 2016." By July 1, 2016 all urban water suppliers must submit an UWMP that demonstrates they are meeting the 2015 interim GPCD target. If not meeting the interim target, the urban water suppliers must also submit, with the UWMP, a schedule, financing plan, and budget for achieving the GPCD, as required pursuant to CWC § 10608.24. These urban water suppliers (that are not meeting their 2015 GPCD target) will then have to submit annual reports that include a schedule, financing plan, and budget for achieving the GPCD, as required pursuant to CWC § 10608.24 every year by June 30, starting June 30, 2017. Failure to progress on implementation may result in continuing grant eligibility actions under paragraph 15.
 - Project Completion Report: Grantee shall prepare and submit to State a separate Project Completion Report for each project included in Exhibit A. Grantee shall submit a Project Completion Report within ninety (90) calendar days of projects completion. Project Completion Report(s) shall include, in part, a description of actual work done, any changes or amendments to each project, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during a project. The Project Completion Report shall also include, if applicable, certification of final project by a California Registered Professional (Civil Engineer or Geologist, as appropriate), consistent with Standard Condition D.19 in Exhibit D. A DWR "Certification of Project Completion" form will be provided by the State.
 - Grant Completion Report: Upon completion of all projects included in Exhibit A, Grantee shall submit to State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Project Completion Report for the final project to be completed under the Grant Agreement. The Grant Completion Report shall include reimbursement status, a brief description of each project completed, and how those projects will further the goals of the IRWM Plan and identify any changes to the IRWM Plan, as a result of project implementation. Retention for the last project to be completed as part of this Grant Agreement will not be disbursed until the Grant Completion Report is submitted to and approved by the State.
 - Post-Performance Reports: Grantee shall submit Post-Performance Reports. Post-Performance Reports shall be submitted to State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of 10 years after the completed projects begin operation.

20. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by State, Grantee agrees to ensure or cause to be performed the commencement and continued operation of each project, and shall ensure or cause each project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. Grantee or their successors may, with the written approval of State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 14, "Default Provisions."
21. PROJECT MONITORING PLAN REQUIREMENTS. Grantee shall develop and submit to State a Project Monitoring Plan that incorporates: (1) the Project Performance Monitoring Table requirements outlined in the Proposition 84 2014 IRWM Drought Grant Proposal Solicitation Package (in Exhibit A), and (2) the guidance provided in Exhibit J, "Project Monitoring Plan Guidance."
- A Project Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. See Exhibit H, "Requirements for Statewide Monitoring and Data Submittal", for web links and information regarding other State monitoring and data reporting requirements.
22. STATEWIDE MONITORING REQUIREMENTS. Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Part 2.76 (commencing with Section 10780) of Division 6 of California Water Code) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board.
23. NOTIFICATION OF STATE. Grantee shall promptly notify State, in writing, of the following items:
- Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. Grantee agrees that no substantial change in the scope of projects will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the work plan, schedule or term, and budget.
 - Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by State's representatives. Grantee shall make such notification at least 14 calendar days prior to the event.
 - Final inspection of the completed work on a project by a California Registered Professional (Civil Engineer or Geologist, as appropriate), in accordance with Standard Condition D.19 in Exhibit D. Grantee shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.
24. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
- By delivery in person.
 - By certified U.S. mail, return receipt requested, postage prepaid.
 - By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.

d) By electronic means.

Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses set forth in Paragraph 26. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

25. PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.
26. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources
Paula Landis
Chief, Division of IRWM
P.O. Box 942836
Sacramento CA 94236-0001
Phone: (916) 651-9220
e-mail: plandis@water.ca.gov

Kaweah Delta Water Conservation District
Don Mills
President, Board of Directors
2975 N. Farmersville Blvd.
Farmersville, CA 93223
Phone: (559) 582-7412
e-mail: donmills@sbcglobal.net

Direct all inquiries to the Project Manager:

Department of Water Resources
Chris Montoya

South Central Region Office
Address 3374 East Shields Ave., Room 5
Fresno, CA 93726

Phone: (559) 230-3347
e-mail: Chris.Montoya@water.ca.gov

Kaweah Delta Water Conservation District
Shane Smith
Projects/Administrative Manager

2975 N. Farmersville Blvd.
Farmersville, CA 93223

Phone: (559) 747-5601
e-mail: ssmith@kdwcd.com

Either party may change its Project Representative or Project Manager upon written notice to the other party.

27. STANDARD PROVISIONS. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A – Work Plan
Exhibit B – Budget
Exhibit C – Schedule
Exhibit D – Standard Conditions
Exhibit E – Authorizing Resolution
Exhibit F – Local Project Sponsors
Exhibit G – Report Formats and Requirements
Exhibit H – Requirements for Statewide Monitoring and Data Submittal
Exhibit I – State Audit Document Requirements and Funding Match Guidelines for Grantees
Exhibit J – Project Monitoring Plan Components

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement,

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

Kaweah Delta Water Conservation District

Paula J. Landis
Paula J. Landis, P.E., Chief
Division of Integrated Regional Water Management

Don Mills
Don Mills
President, Board of Directors

Date 4/30/15

Date _____

Approved as to Legal Form and Sufficiency

Spencer Kenner
Spencer Kenner, Assistant Chief Counsel
Office of Chief Counsel

Date 4/30/15

**EXHIBIT A
WORK PLAN**

The Proposition 84 Drought Grant agreement awards funding for 3 projects: Kaweah Delta Water Conservation District Grant Administration, the City of Visalia Water Conservation Program, and the City of Lindsay Well 15 Water Quality Protection Project located within the Kaweah River Basin IRWM region.

PROJECT 1: GRANT AGREEMENT ADMINISTRATION

IMPLEMENTING AGENCY: Kaweah Delta Water Conservation District (KDWCD)

PROJECT DESCRIPTION: The Regional Water Management Group authorized KDWCD to act as the applicant and the grant manager for the Proposition 84, IRWM 2014 Drought Grant.

KDWCD will administer these funds and respond to DWR's reporting and compliance requirements associated with the grant administration. KDWCD will act in a coordination role: disseminating grant compliance information to the project managers responsible for implementing the projects contained in this agreement, obtaining and retaining evidence of compliance (e.g., CEQA/NEPA documents, reports, monitoring compliance documents, labor requirements, etc), obtaining data for quarterly progress reports from individual project managers, assembling and submitting Quarterly Progress Reports to the State, and coordinating all invoicing and payment of invoices.

Task 1 Project Administration: Budget Category (a)

Task 1a Contract Administration

KDWCD will respond to DWR's reporting and compliance requirements associated with the grant administration and will coordinate with the project managers responsible for implementing the projects contained in this agreement.

Task 1b Invoicing

KDWCD will be responsible for compiling invoices for submittal to DWR. This includes collecting invoice documentation from each of the project proponents and compiling the information into a DWR Invoice Packet.

Task 1c Progress Reports and Project Completion Reports

KDWCD will be responsible for compiling quarterly progress reports for submittal to DWR. KDWCD will coordinate with project proponent staff to retain consultants as needed to prepare and submit Quarterly Progress Reports and Final Project Completion Reports for each project, as well as the Grant Completion Report.

Reports will meet generally accepted professional standards for technical reporting and the requirements terms of the contract with DWR outlined in Exhibit G of this agreement. For example, Progress Reports will explain the status of the project and will include the following information: summary of the work completed for the project during the reporting period; activities and milestones achieved; and accomplishments and any problems encountered in the performance of work. Project Completion Reports will include: documentation of actual work done, changes and amendments to each project, a final schedule showing actual progress versus planned progress, and copies of final documents and reports generated during the project.

Deliverables:

- Executed Grant Agreement
- Invoices and associated backup documentation
- Quarterly Progress Reports
- Draft and Final Project Completion Report
- Grant Completion Report

PROJECT 2 - VISALIA WATER CONSERVATION PROGRAM PROJECT

IMPLEMENTING AGENCY: CITY OF VISALIA AND CALIFORNIA WATER SERVICES COMPANY (CALWATER)

PROJECT DESCRIPTION: Implement turf replacement rebates for water conservation. Approximately, 130,000 square feet of turf will be replaced through the program. Requirements will include that acceptable plant material cover at least 50% of the newly landscaped area and 100% of the new landscape must be covered with materials such as plants, compost and mulch, and permeable "hardscape".

Task 1 Project Administration: Budget Category (a)

Task 1a Project Management

California Water Services Company (Cal Water) will be responsible for project administration, project implementation and monitoring, project reporting and invoicing. The City of Visalia will prepare an interagency agreement to document the relationship/responsibilities/funding with Cal Water to implement the conservation programs.

Additionally, the City of Visalia/CalWater will manage the grant agreement including compliance with grant requirements and preparation and submission of supporting grant documents in coordination with the grantee, the KDWCD. The City of Visalia will prepare invoices including relevant supporting documentation for submittal to DWR via the KDWCD.

Deliverables:

- Environmental Information Form (EIF)
- Financial Statements
- Invoices
- Other Applicable Project Deliverables

Task 1b Labor Compliance Program

Labor Compliance Monitoring – N/A. This project is not a public works construction project and does not entail any construction work.

Deliverables: N/A.

Task 1c Reporting

Quarterly progress reports will describe activities undertaken for each task during the quarter, milestones achieved and any problems encountered in the performance of work conducted under the grant agreement. The reports will be submitted to DWR for review via KDWCD.

Cal Water will prepare a draft final project completion report for DWR comment and review no later than 90 days after project completion and containing the following elements in accordance with the provisions of Exhibit G. Cal Water will submit a final report addressing any comments received on the draft final report.

Deliverables:

- Quarterly Project Progress Reports
- Draft and Final Project Completion Report

Task 2 Land Purchase/Easement: Budget Category (b)

This project does not require land purchases or easements.

Deliverables: N/A.

Task 3 Planning/Design/Engineering/Environmental Documentation: Budget Category (c)

Task 3a Assessment and Evaluation

Assess and evaluate water savings potential, implementation strategy, staffing and contractor requirements, and cost-effectiveness.

Deliverables:

- Turf replacement program evaluation

Task 3b CEQA Documentation

This project is exempt from CEQA/NEPA. A Notice of Exemption will be filed.

Deliverables:

- Notice of Exemption

Task 3c Permitting

Although this project does not require permits, Cal Water has received regulatory approval from the California Public Utilities Commission to implement conservation programs as part of its General Rate Case.

Deliverables:

- CPUC General Rate Case Decision

Task 3d Design

The final design of the turf replacement program will include, but not be limited to, incentive amount, process for applying for incentive, and requirements of customer projects.

Deliverables:

- Final Design

Task 3e Project Monitoring Plan

Develop and submit a Project Monitoring Plan. Along with the Project Performance Measures Table provided by DWR project manager, the Project Monitoring Plan will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points.

The City/CalWater will lead work for monitoring and performances measures verification after Project completion. Costs for monitoring and performance measures are not included in the budget (funding match or grant award).

Deliverables:

- Project Monitoring Plan

Task 4 Construction/Implementation: Budget Category (d)

Task 4a Program Management

Program Oversight - Cal Water conservation staff will oversee implementation of the turf replacement program, including management of vendor services, program outreach and marketing, customer service and complaint resolution, and rebate processing and payments.

Vendor Contracting - Project implementation will entail procurement of professional services to develop the online program portal. Customer will use this portal to obtain details on the program, apply for the program, and manage the process of their project. Cal Water will use the administrative portion of the portal to manage the application process.

Program Marketing - Cal Water will market the conservation programs that comprise this project through multiple media channels. Program marketing will be continuous throughout the life of the project.

Deliverables:

- Vendor contracts
- Final Marketing Materials

Task 4b Program Implementation

Turf Replacement Rebate Program - Cal Water will launch the turf replacement and rebate program, which will run approximately through the end of 2016. Approximately, 130,000 square feet of turf will be replaced through the program.

Deliverables:

- Photo documentation of turf replacement

PROJECT 3 – CITY OF LINDSAY WELL 15 WATER QUALITY PROTECTION PROJECT

IMPLEMENTING AGENCY: CITY OF LINDSAY

PROJECT DESCRIPTION: construct approximately 1,000 feet of water main pipeline with three Chlorine Residual Sampling Stations to connect groundwater well 15 to the City's water system and add system flexibility and reliability.

Task 1 Project Administration: Budget Category (a)

Task 1a Project Management

Administration - All administrative work related to the Project will be conducted by Lindsay's Director of City Services and will include the supervision and approval of all aspects of the Project from design through completion of construction.

Additionally, the City of Lindsay will manage the grant agreement including compliance with grant requirements and preparation and submission of supporting grant documents in coordination with the grantee, the KDWCD. The City of Lindsay will prepare invoices including relevant supporting documentation for submittal to DWR via the KDWCD.

Any legal services that are required for contract work between the grantee/project sponsor and their contractors and between the grantee/project sponsor and DWR will be covered under this budget category.

Deliverables:

- Environmental Information Form (EIF)
- Financial Statements
- Invoices
- Other Applicable Project Deliverables

Task 1b: Labor Compliance Program

A Department of Industrial Relations (DIR) approved labor compliance manual will be used to implement labor compliance in accordance with the requirements of California Labor Code §1771.5(b). The lead agency, KDWCD, will administer and implement, through their labor compliance consultant, the Labor Compliance Program for Well No. 15.

Deliverables:

- Proof of labor compliance upon request

Task 1c Reporting

Quarterly progress reports will describe activities undertaken for each task during the quarter, milestones achieved and any problems encountered in the performance of work conducted under the grant agreement. The reports will be submitted to DWR for review via KDWCD.

The City will prepare a draft final project completion report for DWR comment and review no later than 90 days after project completion and containing the following elements (according to Exhibit G): 1) An introduction section, including a statement of purpose and scope of the project; 2) description of work completed, such as square feet of turf replaced; 3) final schedule showing actual progress versus planned progress; 4) monitoring methods and outcomes; 5) estimated project water savings; and 5) summary of outcomes and lessons.

The City will submit a final report addressing any comments received on the draft final report.

Deliverables:

- Quarterly Project Progress Reports
- Draft and Final Project Completion Report

Task 2 Land Purchase/Easement: Budget Category (b)

Task 2a Land Purchase/Easement

The City of Lindsay will obtain three easements for the construction of the Chlorine Residual Sampling Stations. Each easement will be approximately 40 square feet of land in area. Any legal services required to obtain the easements will be covered under this budget category.

Deliverables:

- Copies of all relevant documentation regarding acquisition of easements

Task 3 Planning/Design/Engineering/Environmental Documentation: Budget Category (c)

Task 3a Assessment and Evaluation

Chlorine Contact Time Study - The Chlorine Contact Time Study was accomplished for Lindsay in 2010 due to the Boil Water Advisory, which Lindsay was required to issue to its customers by the Division of Drinking Water of the State Water Resources Control Board due to cyclic bacteriological contamination. The study examined the capability of the proposed Project facilities to accomplish the retention of the produced water supply sufficiently to satisfy the minimum contact time requirement and to effectively eliminate the source of bacteriological contamination.

Deliverables:

- Chlorine Contact Time Study

Task 3b Environmental Documentation

CEQA – The City of Lindsay will be complying with their adopted guidelines for implementing the California Environmental Quality Act (CEQA). Work has already been accomplished to identify the basis by which the Project elements could potentially be Categorical Exempt. If it is determined that the Project is not Categorical Exempt, a Negative Declaration will be prepared. The CEQA document will include the assessment of greenhouse gas emissions resulting from the construction of the Project, in accordance with the provisions of California Assembly Bill 32 and Senate Bill 97.

Environmental Compliance/Mitigation/Enhancement - Although it is anticipated that the Project will not likely impact Federal or State protected species or natural communities, all identified mitigation measures will be identified prior to any construction activities and implementation measures will be accomplished throughout the construction time period.

Deliverables:

- Initial Study
- Final CEQA Documents
- Copies of all documentation regarding on-site preventative measures

Task 3c Permitting

The following permits will be obtained:

Dust Control Plan (DCP): The awarded construction contractor will be required to obtain a DCP from the Air Resources Control Board; and

Encroachment Permit: The awarded construction contractor will be required to obtain an encroachment permit for work/traffic control inside the County of Tulare right-of-way from the County of Tulare's Resource Management Agency.

Deliverables:

- Copies of permits

Task 3d Design

10% Conceptual Design - In 2010, as part of the Chlorine Contact Time Study, the conceptual design of the Project was accomplished.

Design (90% Completion) - Draft Project Construction Drawings and Specifications will be prepared and submitted to the Tulare District Engineer of the Division of Drinking Water (DDW), Fresno Office, for approval.

Final Design - Following the review and approval of the draft documents by DDW, final Project Construction Drawings and Specifications will be prepared in preparation for the public bidding process.

Deliverables:

- 10% Conceptual Design
- 90% Final Design
- Final Design Construction Drawings and Specifications

Task 3e Project Monitoring Plan

Develop and submit a Project Monitoring Plan. Along with the Project Performance Measures Table provided by DWR project manager, the Project Monitoring Plan will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points.

The City of Lindsay will lead work for monitoring and performances measures verification after Project completion. Costs for monitoring and performance measures are not included in the budget (funding match or grant award).

Deliverables:

- Project Monitoring Plan

Task 4 Construction/Implementation: Budget Category (d)

Task 4a Contract Services

Public Bidding Process - Upon completion of the final design, Lindsay will issue an advertisement to bidders for each individual public bid. The bidding process will be conducted under Lindsay's required bidding process. All bidding processes are anticipated to include a Pre-Bid meeting, Public Bid Opening and Bid Evaluation by Lindsay Staff and the Civil Engineering Consultant.

Public Bid Award - Lindsay's City Council will award the Project in accordance with the provisions of California Public Contract Code.

Execution of Contract Documents and Issuance of Notice to Proceed - Following the issuance of the Notice of Award, Lindsay Staff, City Legal Counsel and the Consultant Civil Engineer will prepare the Contract Documents (Contract Agreement, Performance Bond, Payment Bond and Certificate of Insurance) and work with the awarded Contractor to complete the documents. Following the approval of all documents by City Legal Counsel, Lindsay will execute the Contract Agreement and direct the Consultant Civil Engineer to issue the Notice to Proceed.

Deliverables:

- Copies of the Advertisement for Bids, agendas and minutes from Pre-Bid meetings
- Informative letters regarding Bid evaluations
- Notice of Award documentation
- Bid Documents
- Contract Documents
- Notice to Proceed

Task 4b Construction Administration

Construction Administration - Construction administration will be conducted by Lindsay's Consultant Civil Engineer to ensure that the contractor(s) is performing the required work as per the individual contract(s) and the Construction Drawings and Specifications.

Construction Surveying - Construction surveying will be conducted by Lindsay's City Engineer. Surveying efforts performed will include efforts for both the Project Design and construction staking phases.

Construction Inspection - Construction inspection will be conducted by Lindsay's Consultant Civil Engineer to ensure that the contractor(s) are furnishing and installing the required materials and performing the work as per the Construction Drawings and Specifications.

Water Quality Testing - Upon completion and prior to acceptance of the work performed, Lindsay staff will perform water quality testing, which will be evaluated by a certified laboratory. A copy of the water quality results will be transmitted to DDW's Fresno Office for approval.

Materials Testing - Construction materials testing will be conducted by a certified geotechnical engineering firm at the direction of Lindsay's Consultant Civil Engineer. Materials testing efforts will include earthen material compaction and strength of concrete.

Deliverables:

- Copies of inspection reports
- Water quality test results
- Material testing reports
- Notice of Completion

Task 4c Construction/Implementation Activities

The awarded construction contractor will construct the Project in accordance with the Final Construction Drawings and Specifications. Specific tasks include:

- Mobilization and site preparation;
- Construction of approximately 1,000 linear foot water main facility;
- Construction of three Chlorine Residual Sampling Stations;
- Abandonment of the existing 6-inch water main; and
- Connection of the Project to the existing water main facility;

Deliverables:

- Copies of "As-Built" Construction Drawings
- Construction photographs
- Engineer's Certification

**EXHIBIT B
BUDGET**

SUMMARY BUDGET – KAWEAH RIVER BASIN 2014 WATER CONSERVATION AND WATER QUALITY PROTECTION PROJECTS

| Project | (a) | (b) | (c) | (d) |
|--|------------------|-----------------|-----------------------|------------------|
| | Grant Amount | Funding Match | Additional Cost Share | Total Cost |
| Project 1 – KDWCD Grant Agreement Administration | \$0 | \$5,000 | \$5,000 | \$10,000 |
| Project 2 – Visalia Water Conservation Program Project | \$136,013 | \$42,753 | \$0 | \$178,766 |
| Project 3 – City Of Lindsay Well 15 Water Quality Protection Project * | \$105,805 | \$0 | \$290,595 | \$396,400 |
| Grand Total | \$241,818 | \$47,753 | \$295,595 | \$585,166 |
| * Disadvantaged Community Funding Match Waiver | | | | |

PROJECT 1 – KDWCD GRANT AGREEMENT ADMINISTRATION

| Category | (a) | (b) | (c) | (d) |
|---|--------------|----------------|-----------------------|-----------------|
| | Grant Amount | Funding Match | Additional Cost Share | Total Cost |
| Budget Category (a): Project Administration | | | | |
| - Task 1a Contract Administration | \$0 | \$1,000 | \$1,000 | \$2,000 |
| - Task 1b Invoicing | \$0 | \$1,000 | \$1,000 | \$2,000 |
| - Task 1c Progress Reports and Project Completion Reports | \$0 | \$3,000 | \$3,000 | \$6,000 |
| Grand Total | \$0 | \$5,000 | \$5,000 | \$10,000 |

PROJECT 2 – VISALIA WATER CONSERVATION PROGRAM PROJECT

| Category | (a) | (b) | (c) | (d) |
|---|--------------|---------------|-----------------------|------------|
| | Grant Amount | Funding Match | Additional Cost Share | Total Cost |
| Budget Category (a): Project Administration | \$0 | \$5,560 | \$0 | \$5,560 |
| Budget Category (b): Land Purchase/Easement | \$0 | \$0 | \$0 | \$0 |
| Budget Category (c): Planning/Design/Engineering/ Environmental Documentation | \$0 | \$12,989 | \$0 | \$12,989 |
| Budget Category (d): Construction/Implementation | \$136,013 | \$24,204 | \$0 | \$160,217 |
| Grand Total (Sum rows (a) through (d) for each column) | \$136,013 | \$42,753 | \$0 | \$178,766 |

PROJECT 3 – CITY OF LINDSAY WELL 15 WATER QUALITY PROTECTION PROJECT

| Category | (a) | (b) | (c) | (d) |
|---|--------------|-----------------|-----------------------|------------|
| | Grant Amount | Funding Match * | Additional Cost Share | Total Cost |
| Budget Category (a): Project Administration | \$0 | \$0 | \$16,600 | \$16,600 |
| Budget Category (b): Land Purchase/Easement | \$0 | \$0 | \$2,000 | \$2,000 |
| Budget Category (c): Planning/Design/Engineering/ Environmental Documentation | \$0 | \$0 | \$39,000 | \$39,000 |
| Budget Category (d): Construction/Implementation | \$105,805 | \$0 | \$232,995 | \$338,800 |
| Grand Total (Sum rows (a) through (d) for each column) | \$105,805 | \$0 | \$290,595 | \$396,400 |
| * Disadvantaged Community Funding Match Waiver | | | | |

EXHIBIT C
SCHEDULE

SUMMARY SCHEDULE – KAWEAH RIVER BASIN 2014 WATER CONSERVATION AND WATER QUALITY PROTECTION PROJECTS

| | Start Date | End Date |
|--|------------|-----------|
| Project 1 – KDWCD Grant Agreement Administration | 10/30/2014 | 6/17/2017 |
| Project 2 – Visalia Water Conservation Program Project | 10/16/2014 | 4/17/2017 |
| Project 3 - City of Lindsay Well 15 Water Quality Protection Project | 5/1/2015 | 3/31/2016 |

PROJECT 1 – KDWCD GRANT AGREEMENT ADMINISTRATION

| | Start Date | End Date |
|---|------------|-----------|
| Task 1 Project Administration: Budget Category (a) | 10/30/2014 | 6/17/2017 |
| Task 1a Contract Administration | 10/30/2014 | 4/17/2017 |
| Task 1b Invoicing | 6/1/2015 | 4/17/2017 |
| Task 1c Progress Reports and Project Completion Reports | 5/1/2015 | 6/17/2017 |

PROJECT 2 - VISALIA WATER CONSERVATION PROGRAM PROJECT

| | Start Date | End Date |
|---|------------|------------|
| Task 1 Project Administration: Budget Category (a) | 10/16/2014 | 4/17/2017 |
| Task 1a Project Management | 10/16/2014 | 12/31/2016 |
| Task 1b Labor Compliance Program | N/A | N/A |
| Task 1c Reporting | 3/1/2015 | 4/17/2017 |
| Task 2 Land Purchase/Easement: Budget Category (b) | N/A | N/A |
| Task 3 Planning/Design/Engineering/Env. Doc.: Budget Category (c) | 5/1/2014 | 4/17/2017 |
| Task 3a Assessment and Evaluation | 5/1/2014 | 1/31/2015 |
| Task 3b CEQA Documentation | N/A | N/A |
| Task 3c Permitting | N/A | N/A |
| Task 3d Final Design | 9/1/2014 | 1/31/2015 |
| Task 3e Project Monitoring Plan | 10/16/2014 | 4/17/2017 |
| Task 4 Construction/Implementation: Budget Category (d) | 2/1/2015 | 12/31/2016 |
| Task 4a Program Management | 5/1/2015 | 12/31/2016 |
| Task 4b Program Implementation | 6/1/2015 | 12/31/2016 |

PROJECT 3 – CITY OF LINDSAY WELL 15 WATER QUALITY PROTECTION PROJECT

| | Start Date | End Date |
|--|-------------------|------------------|
| Task 1 Project Administration: Budget Category (a) | 5/1/2015 | 3/31/2016 |
| Task 1a - Project Management | 5/1/2015 | 3/31/2016 |
| Task 1b - Labor Compliance Program | 11/4/2015 | 2/11/2016 |
| Task 1c - Reporting | 5/1/2015 | 3/31/2016 |
| Task 2 Land Purchase/Easement: Budget Category (b) | 8/7/2015 | 9/9/2015 |
| Task 2a - Land Purchase/Easement | 8/7/2015 | 9/9/2015 |
| Task 3 Planning/Design/Engineering/Env. Doc.: Budget Category (c) | 5/1/2015 | 3/31/2016 |
| Task 3a - Assessment and Evaluation | Completed In 2010 | |
| Task 3b - Environmental Documentation | 8/7/2015 | 2/11/2016 |
| Task 3c - Permitting | 10/14/2015 | 11/3/2015 |
| Task 3d - Design | 5/1/2015 | 9/9/2015 |
| Task 3e - Project Monitoring Plan | 5/1/2015 | 3/31/2016 |
| Task 4 Construction/Implementation: Budget Category (d) | 9/10/2015 | 2/11/2016 |
| Task 4a - Contract Services | 9/10/2015 | 11/3/2015 |
| Task 4b - Construction Administration | 11/4/2015 | 2/11/2016 |
| Task 4c - Construction/Implementation Activities | 11/4/2015 | 2/11/2016 |

EXHIBIT D
STANDARD CONDITIONS

D.1) ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

- a) **Separate Accounting of Funding Disbursements and Interest Records:** Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts, disbursements, and interest earned on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- b) **Fiscal Management Systems and Accounting Standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Grant Agreement.
- c) **Disposition of Money Disbursed:** All money disbursed pursuant to this Grant Agreement shall be deposited, administered, and accounted for pursuant to the provisions of applicable law.
- d) **Remittance of Unexpended Funds:** Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Grant Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant Agreement, whichever comes first.

D.2) ACKNOWLEDGEMENT OF CREDIT: Grantee shall include appropriate acknowledgement of credit to the State and to all cost-sharing partners for their support when promoting the Projects or using any data and/or information developed under this Grant Agreement. During construction of each project, Grantee shall install a sign at a prominent location, which shall include a statement that the project is financed under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, administered by State of California, Department of Water Resources. Grantee shall notify State that the sign has been erected by providing them with a site map with the sign location noted and a photograph of the sign.

D.3) AIR OR WATER POLLUTION VIOLATION: Under State laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

D.4) AMENDMENT: This Grant Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. State shall have no obligation to agree to an amendment.

D.5) AMERICANS WITH DISABILITIES ACT: By signing this Grant Agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.6) APPROVAL: This Agreement is of no force or effect until signed by all parties to the agreement. Grantee may not submit invoices or receive payment until all required signatures have been obtained.

D.7) AUDITS: State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of Projects, with the costs of such audit borne by State. After completion of the Projects, State may require Grantee to conduct a final audit to State's specifications,

at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may elect to pursue any remedies provided in Paragraph 14 or take any other action it deems necessary to protect its interests.

Pursuant to Government Code Section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three years after final payment under this Grant Agreement with respect to all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after project completion or final billing, whichever comes later.

- D.8) BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for the Proposition 84 Implementation Grant Program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Grant Agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act for purposes of this program, State shall have the option to either cancel this Grant Agreement with no liability occurring to State, or offer a Grant Agreement amendment to Grantee to reflect the reduced amount.
- D.9) CALIFORNIA CONSERVATION CORPS:** As required in Water Code section 79038(b), Grantee shall examine the feasibility of using the California Conservation Corps or community conservation corps to accomplish the habitat restoration, enhancement and protection activities listed in the Exhibit A, Work Plan, and shall use the services of one of these organizations whenever feasible.
- D.10) CEQA:** Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA) (Public Resources Code §21000 et seq.). Information on CEQA may be found at the following links:
 Environmental Information: <http://ceres.ca.gov/ceqa/>
 California State Clearinghouse Handbook: <http://ceres.ca.gov/planning/sch/>
- D.11) CHILD SUPPORT COMPLIANCE ACT:** For any Grant Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:
- a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b) The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.12) CLAIMS DISPUTE:** Any claim that the Grantee may have regarding performance of this agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the State's Project Manager, within thirty (30) days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.13) COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Grantee's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under this Grant Agreement.

- D.14) COMPUTER SOFTWARE:** Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.15) CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code, Section 1090 and Public Contract Code, Sections 10410 and 10411, for State conflict of interest requirements.
- a) **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - b) **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
 - c) **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Cal. Gov't Code § 87100 et seq.
 - d) **Employees and Consultants to the Grantee:** Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.16) DELIVERY OF INFORMATION, REPORTS, AND DATA:** Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.17) DISPOSITION OF EQUIPMENT:** Grantee shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.18) DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Grant Agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- a) Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code Section 8355(a)(1).

- b) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
 - i) The dangers of drug abuse in the workplace,
 - ii) Grantee's policy of maintaining a drug-free workplace,
 - iii) Any available counseling, rehabilitation, and employee assistance programs, and
 - iv) Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- c) Provide, as required by Government Code Sections 8355(a)(3), that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
 - i) Will receive a copy of Grantee's drug-free policy statement, and
 - ii) Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.

- D.19) FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL:** Upon completion of the Project, Grantee shall provide for a final inspection and certification by the appropriate registered professional (California Registered Civil Engineer or Geologist) that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement. Grantee shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.
- D.20) GRANTEE COMMITMENTS:** Grantee accepts and agrees to comply with all terms, provisions, conditions and commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
- D.21) GRANTEE NAME CHANGE:** Approval of the State's Program Manager is required to change the Grantee's name as listed on this Grant Agreement. Upon receipt of legal documentation of the name change the State will process an amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
- D.22) GOVERNING LAW:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.23) INDEMNIFICATION:** Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Projects and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insured on their liability insurance for activities undertaken pursuant to this Agreement.
- D.24) INDEPENDENT CAPACITY:** Grantee, and the agents and employees of Grantees, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.25) INSPECTION OF BOOKS, RECORDS, AND REPORTS:** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.
- D.26) INSPECTIONS OF PROJECT BY STATE:** State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with State.

- D.27) INVOICE DISPUTES:** In the event of an invoice dispute, payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided may result in return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. Any claim that Grantee may have regarding the performance of this Grant Agreement including, but not limited to claims for additional compensation or extension of time, shall be submitted to the DWR Project Manager within thirty (30) calendar days of Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to the Grant Agreement to implement the terms of any such resolution.
- D.28) LABOR CODE COMPLIANCE:** The Grantee will be required to keep informed of and take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, but not limited to, Section 1720 *et seq.* of the California Labor Code regarding public works, limitations on use of volunteer labor (California Labor Code Section 1720.4), labor compliance programs (California Labor Code Section 1771.5) and payment of prevailing wages for work done and funded pursuant to these Guidelines, including any payments to the Department of Industrial Relations under Labor Code Section 1771.3.
- D.29) MODIFICATION OF OVERALL WORK PLAN:** At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibit A which concern the budget and schedule without formally amending this Grant Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Grant Agreement. Non-material changes with respect to each Project schedule are changes that will not extend the term of this Grant Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Project Manager in writing.
- D.30) NONDISCRIMINATION:** During the performance of this Grant Agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12990 (a-f) *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.
- D.31) NO DISCRIMINATION AGAINST DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the Grantee certifies by signing this Grant Agreement, under penalty of perjury under the laws of State of California that Grantee is in compliance with Public Contract Code section 10295.3.
- D.32) OPINIONS AND DETERMINATIONS:** Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

- D.33) PERFORMANCE AND ASSURANCES:** Grantee agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in Exhibit A, "Work Plan" and to apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law.
- D.34) PRIORITY HIRING CONSIDERATIONS:** If this Grant Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
- D.35) PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Projects, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee to meet its obligations under this Grant Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.
- D.36) REMEDIES NOT EXCLUSIVE:** The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.37) RETENTION:** Notwithstanding any other provision of this Grant Agreement, State shall, for each project, withhold five percent (5.0%) until January 1, 2018 and ten percent (10.0%), thereafter, of the funds requested by Grantee for reimbursement of Eligible Costs. Each project in this Grant Agreement will be eligible to release its respective retention when that project is completed and Grantee has met requirements of Paragraph 19, "Submissions of Reports" as follows: At such time as the "Project Completion Report" required under Paragraph 19 is submitted to and approved by State, State shall disburse the retained funds as to that project to Grantee, except in the case of the last project to be completed under this Grant Agreement, in which case retention for such project will not be disbursed until the "Grant Completion Report" is submitted to and approved by State.
- D.38) RIGHTS IN DATA:** Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act., Cal. Gov't Code §6250 et seq. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.39) SEVERABILITY:** Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.
- D.40) STATE REVIEWS:** The parties agree that review or approval of projects applications, documents, permits, plans, and specifications or other project information by the State is for administrative purposes only and does not relieve the Grantee of their responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the projects.
- D.41) SUSPENSION OF PAYMENTS:** This Grant Agreement may be subject to suspension of payments or termination, or both, and Grantee may be subject to debarment if the State determines that:
- Grantee, its contractors, or subcontractors have made a false certification, or
 - Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.42) SUCCESSORS AND ASSIGNS:** This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part

thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.

- D.43) TERMINATION BY GRANTEE:** Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.
- D.44) TERMINATION FOR CAUSE:** Subject to the right to cure under Paragraph 14, the State may terminate this Grant Agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 14.
- D.45) TERMINATION WITHOUT CAUSE:** The State may terminate this Agreement without cause on 30 days advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.46) THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.47) TIMELINESS:** Time is of the essence in this Grant Agreement.
- D.48) TRAVEL:** Grantee agrees that travel and per diem costs shall NOT be eligible for reimbursement with State funds, and shall NOT be eligible for computing Grantee cost match. Travel includes the costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Grant Agreement.
- D.49) WAIVER OF RIGHTS:** None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.
- D.50) WORKERS' COMPENSATION:** Grantee affirms that it is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Grant Agreement and will make its contractors and subcontractors aware of this provision.

EXHIBIT E
AUTHORIZING RESOLUTION

RESOLUTION NO. 2014- 05
OF THE
BOARD OF DIRECTORS
OF THE
KAWEAH DELTA WATER CONSERVATION DISTRICT

WHEREAS, the State of California Department of Water Resources ("DWR") has determined that the Kaweah Delta Water Conservation District ("District") has a "functionally equivalent" Integrated Regional Water Management Plan for the Kaweah Sub-basin;

WHEREAS, the Kaweah Basin Regional Water Management Group ("Kaweah Basin RWMG"), of which the District is a part, is in the process of adopting and submitting to DWR an Integrated Regional Water Management Plan;

WHEREAS, the District has coordinated with other local public entities ("Grant Participants"), which are members of the Kaweah Basin RWMG in order to formulate several proposed projects for funding from a 2014 Integrated Regional Water Management Drought Grant ("Grant") under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006 (California Public Resources Code Sections 75001, et seq.);

WHEREAS, the Grant Participants have agreed that the District will be the lead agency with respect to communications with DWR regarding the Grant, including the application for the Grant;

WHEREAS, the Grant Participants have agreed on two projects ("Projects") that will be included within its application for the Grant;

WHEREAS, The Board of Directors of the District has deemed it to be in the best interest of the District to apply for the Grant on behalf of the Grant Participants;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Directors of the District, that application be made to DWR to obtain an Integrated Regional Water Management Drought Grant pursuant to the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006 (California Public Resources Code Sections 75001, et. seq.), and to enter into an agreement to receive a grant for the Projects identified as follows:

California Water Service Company/City of Visalia – Comprehensive Conservation Program

City of Lindsay – Well 15 Contact Time Pipeline Project

BE IT RESOLVED FURTHER that the President and/or General Manager of the District is hereby authorized and directed to prepare the necessary data, conduct investigations, file an application for the Grant, and execute an agreement for the Grant with DWR.

Upon motion by Director Tantau, seconded by Director Gomes, the foregoing Resolution was passed and adopted the 1st day of July, 2014, by the following vote:

AYES: Don Mills
Mark Watte
Jeff Ritchie
Ron Clark
Stan Gomes
Chris Tantau

NOES: None

ABSTAIN: None

ABSENT: Mike Shannon

CERTIFICATE OF RESOLUTION

I, Mark Larsen, hereby certify as follows:

1. That I am the Secretary of the Kaweah Delta Water Conservation District; and

2. That the foregoing resolution, consisting of 3 pages, including this page, is a true and correct copy of a resolution of the Board of Directors of the District passed at the meeting of the Board of Directors held on July 1, 2014, at the District's principal executive office, located at 2975 N. Farmersville Boulevard, Farmersville, California 93223.

IN WITNESS WHEREOF, I have signed this certificate this 9th day of July, 2014, at the District's principal executive office.



Mark Larsen, Secretary

**EXHIBIT F
LOCAL PROJECT SPONSORS**

Grantee has assigned, for each project, a Local Project Sponsor according to the roles of the participating agencies identified in the IRWM Plan. Local Project Sponsors may act on behalf of Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. Local Project Sponsors are identified for each Sponsored Project below:

| Local Sponsor Agency Designations | | |
|--|--|--|
| Sponsored Project | Sponsor Agency | Agency Address |
| Project 1 - Grant Agreement Administration | Kaweah Delta Water Conservation District | 2975 N. Farmersville Blvd. Farmersville, CA 93223 |
| Project 2 - Visalia Water Conservation Program | City of Visalia/Cal Water | 425 E. Oak Ave Visalia, CA 93291 |
| Project 3 - City of Lindsay Well 15 Water Quality Protection Project | City of Lindsay | 251 East Honolulu Street Lindsay, CA 93247 |

EXHIBIT G

REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each project, discuss the following at the task level, as organized in Exhibit A Work Plan:

- Percent complete estimate.
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Scheduling concerns and issues encountered that may delay completion of the task.

For each project, discuss the following at the project level, as organized in Exhibit A Work Plan:

- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Any schedule or budget modifications approved by DWR during the reporting period.

PROJECT COMPLETION REPORT

Project Completion Reports shall generally use the following format.

Executive Summary

Should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original Grant application.
- Description of actual work completed and any deviations from Exhibit A. List any official amendments to this Grant Agreement, with a short description of the amendment.

Reports and/or Products

The following items should be provided:

- Final Evaluation report
- Electronic copies of any data collected, not previously submitted
- As-built drawings
- Final geodetic survey information
- Self-Certification that the Project meets the stated goal of the Grant Agreement (e.g. 100-year level of flood protection, HMP standard, PI-84-99, etc.)
- Project photos
- Discussion of problems that occurred during the work and how those problems were resolved
- A final project schedule showing actual progress versus planned progress

Costs and Dispositions of Funds

A list of showing:

- The date each invoice was submitted to State
- The amount of the invoice
- The date the check was received
- The amount of the check (If a check has not been received for the final invoice, then state this in this section.)
- A summary of the payments made by the Grantee for meeting its cost sharing obligations under this Grant Agreement.

- A summary of final funds disbursement including:
 - Labor cost of personnel of agency/ major consultant /sub-consultants. Indicate personnel, hours, rates, type of profession and reason for consultant, i.e., design, CEQA work, etc.
 - Project cost information, shown by material, equipment, labor costs, and any change orders
 - Any other incurred cost detail
 - A statement verifying separate accounting of funding disbursements
- Summary of project cost including the following items:
 - Accounting of the cost of project expenditure;
 - Include all internal and external costs not previously disclosed; and
 - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

Additional Information

- Benefits derived from the project, with quantification of such benefits provided, if applicable.
- A final project schedule showing actual progress verse planned progress as shown in Exhibit B.
- Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate) that the project was conducted in accordance with the approved work plan and any approved modifications thereto.
- Submittal schedule for the Post Performance Report and an outline of the proposed reporting format.

GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects in the IRWM Program funded by this Grant Agreement, and includes the following:

Executive Summary

The Executive Summary consists of a maximum of twenty (20) pages summarizing information for the grant as well as the individual projects.

Reports and/or products

- Summary of the regional priorities, objectives, and water management strategies of the IRWM Plan.
- Brief comparison of work proposed in the original Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 IRWM Implementation Grant application and actual work done.
- Brief description of the projects completed and how they will further the goals identified in the Agency's final approved IRWM Plan.
- Describe how the implemented projects will meet the regional priorities identified in the final approved IRWM Plan and how the projects contribute to regional integration.
- Identify remaining work and mechanism for their implementation.
- Identify any changes to the IRWM Plan as result of project implementation.
- If applicable, a short discussion on how the IRWM Plan will assist in reducing dependence on Delta water supplies.
- If applicable, a discussion of the critical water supply or water quality benefits to DAC as part of this Grant Agreement

Cost & Disposition of Funds Information

- A summary of final funds disbursement for each project.

Additional Information

- A final schedule showing individual project's actual progress duration verse planned progress.
- Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate) that the Program was conducted in accordance with the approved work plan and any approved modifications thereto. Discussion of the synergies of the completed projects, including the

integration of project benefits and a comparison of actual benefits versus those discussed in the original proposal.

- Submittal schedule for the Post Performance Reports for each of the projects in this Grant Agreement.

POST-PERFORMANCE REPORT

Report should be concise, and focus on how (each/the) project is actually performing compared to its expected performance; whether the project is being operated and maintained, and providing intended benefits as proposed.

Reports and/or products

- Time period of the annual report (i.e., Oct 2014 through September 2015)
- Short project description
- Discussion of the project benefits
- An assessment of any explanations for any differences between the expected versus actual project benefits in meeting IRWM priorities as stated in the original IRWM Implementation Grant application. Where applicable, the reporting should include quantitative metrics, i.e., new acre-feet of water produced that year, acres of wildlife habitat added, etc.
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable
- Continued reporting on meeting the Output Indicators and Targets discussed in the Project Monitoring Plan discussed in Paragraph 21 of this Grant Agreement
- Any additional information relevant to or generated by the continued operation of the project

EXHIBIT H
REQUIREMENTS FOR STATEWIDE MONITORING AND DATA SUBMITTAL

Surface and Groundwater Quality Data

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports, as described in Exhibit G.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website;

<http://www.ceden.org>.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program. Information on the GAMA Program can be obtained at: http://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at:

http://www.swrcb.ca.gov/water_issues/programs/gama/contact.shtml

Groundwater Level Data

Grantee shall submit to DWR groundwater level data collected as part of this grant. Water level data must be submitted using the California Statewide Groundwater Elevation Monitoring (CASGEM) online data submission system. Grantee should use their official CASGEM Monitoring Entity or Cooperating Agency status to gain access to the online submittal tool and submit data. If the data is from wells that are not part of the monitoring network, the water level measurements should be classified as voluntary measurements in the CASGEM system. If the grantee is not a Monitoring Entity or Cooperating Agency, please contact your DWR grant project manager for further assistance with data submittal. The activity of data submittal should be documented in appropriate progress or final project reports, as described in Exhibit G. Information regarding the CASGEM program can be found at <http://www.water.ca.gov/groundwater/casgem/>.

EXHIBIT I
STATE AUDIT DOCUMENT REQUIREMENTS AND FUNDING MATCH GUIDELINES
FOR GRANTEES

State Audit Document Requirements

The list below details the documents/records that State Auditors typically reviewed in the event of a Grant Agreement being audited. Grantees should ensure that such records are maintained for each State funded Program/Project. Where applicable, this list of documents also includes documents relating to the Grantee's funding match which will be required for audit purposes.

Internal Controls:

1. Organization chart (e.g., Agency's overall organization chart and organization chart for this Grant Agreement's funded project.
2. Written internal procedures and flowcharts for the following:
 - a) Receipts and deposits
 - b) Disbursements
 - c) State reimbursement requests
 - d) State funding expenditure tracking
 - e) Guidelines, policy(ies), and procedures on State funded Program/Project
3. Audit reports of the Grantee's internal control structure and/or financial statements within the last two years.
4. Prior audit reports on State funded Program/Project.

State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A list of all bond-funded grants, loans or subventions received from the State.
3. A list of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related, if applicable.
2. Contracts between the Grantee, member agencies, and project partners as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips or bank statements showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the Grant Agreement.

Accounting Records:

1. Ledgers showing receipts and cash disbursement entries for State funding.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to reimbursement requests submitted to the State for the Grant Agreement

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Grantee staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Grantee's

Project Files:

1. All supporting documentation maintained in the Program/Project files.
2. All Grant Agreement related correspondence.

Funding Match Guidelines

Funding Match consists of non-State funds including in-kind services. In-kind services are defined as work performed or items contributed (i.e., dollar value of non-cash contributions) by the Grantee (and potentially other parties involved) directly related to the execution of Exhibit A "Work Plan" (examples: volunteer services, equipment use, and facilities). The cost of in-kind service can be counted as funding match in-lieu of actual funds (or revenue) provided by the Grantee. Other funding match and in-kind service eligibility conditions may apply. Provided below is guidance for documenting funding match with and without in-kind services.

1. Although tracked separately, in-kind services shall be documented and, to the extent feasible, supported by the same methods used by the Grantee for its own employees. Such documentation should include the following:
 - a. Detailed description of the contributed item(s) or service(s)
 - b. Purpose for which the contribution was made (tied to Grant Agreement Exhibit A "Work Plan")
 - c. Name of contributing organization and date of contribution
 - d. Real or approximate value of contribution. Who valued the contribution and how the value was determined? (e.g., actual, appraisal, fair market value, etc.). Justification of rate. (See item #2, below)
 - e. For contributed labor, the person's name, the work performed, the number of hours contributed, and the pay rate applied
 - f. If multiple sources exist, these should be summarized on a table with summed charges
 - g. Source of contribution and whether it was provided by, obtained with, or supported by government funds
2. Rates for volunteer or in-kind services shall be consistent with those paid for similar work in the Grantee's organization. For example, volunteer service of clearing vegetation performed by an attorney shall be valued at a fair market value for this service, not the rate for professional legal services. In those instances in which the required skills are not found in the recipient organization, rates shall be consistent with those paid for similar work in the labor market. Paid fringe benefits that are reasonable, allowable and allocable may be included in the valuation.
3. Funding match contribution (including in kind services) shall be for costs and services directly attributed to activities included in the Grant Agreement Work Plan. These services, furnished by professional and technical personnel, consultants, and other skilled and unskilled labor may be counted as in-kind if the activities are an integral and necessary part of the State funded Program/Project under the Grant Agreement.
4. Cash contributions made to a Program/Project shall be documented as revenue and in-kind services as expenditure. These costs should be tracked separately in the Grantee's accounting systems.

EXHIBIT J
PROJECT MONITORING PLAN GUIDANCE

Introduction

Please include a brief description of the project (maximum ~150 words) including project location, implementation elements, and need for project (what problem will the project address).

Project Monitoring Plan Components

The Project Monitoring Plan should contain responses to the following questions:

- What are the anticipated project physical benefits?
- What are the corresponding numeric targets for each project benefit?
- How will proposed numeric targets be measured?
- What are baseline conditions?
- When will the targets be met (upon project completion, five years after completion, etc.)
- How often will monitoring be undertaken (monthly yearly, etc.).
- Where are monitoring point locations (ex: meter located at..., at stream mile...)? Include relevant maps.
- How will the project be maintained (ex: irrigation, pest management, weed abatement..)?
- What will be the frequency and duration of maintenance proposed activities?
- Are there any special environmental considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)?
- Who is responsible for collecting the samples (who is conducting monitoring and/or maintenance)?
- How, and to whom, will monitoring results be reported (e.g.: paper reports, online databases, public meetings)?
- What adaptive management strategies will be employed if problems are encountered during routine monitoring or maintenance?
- What is the anticipated life of the project?

PROPOSITION 84 IRWM 2014 DROUGHT GRANT FUNDING
PARTICIPATION AGREEMENT

THIS AGREEMENT (“Agreement”) is effective as of _____, by and between KAWEAH DELTA WATER CONSERVATION DISTRICT (“KDWCD”), and CITY OF LINDSAY (“City”), with respect to the following facts and circumstances:

A. KDWCD has obtained a Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 Grant (“State Grant”) from the California Department of Water Resources (“DWR”) in a maximum amount of Two Hundred Forty-One Eight Hundred Eighteen and No/100 Dollars (\$241,818.00) under the terms of that certain Grant Agreement, by and between KDWCD and DWR, dated April 30, 2015, a copy of which is attached hereto as Exhibit 1 (the “Grant Agreement”);

B. The funds provided under the Grant Agreement are for the purpose of implementing components of the Kaweah River Basin IRWM (“Kaweah IRWM”), which funds KDWCD currently plans to allocate, make available, retain and spend in a manner that is consistent with the Grant Agreement;

C. City has reviewed and is thoroughly familiar with the Grant Agreement;

D. City is a party to the Restated Memorandum of Understanding, dated November 30, 2010, executed by KDWCD and others;

E. One component of the Kaweah IRWM is the City of Lindsay Well 15 Water Quality Protection Project (“Project”);

F. The Grant Agreement contemplates that of the funds available to KDWCD from the State Grant (the “Grant Funds”) a portion shall be disbursed to City as a “Local Project Sponsor” for implementation of the Project; and

G. Because City is not a party to the Grant Agreement, the parties desire to establish terms and conditions for City’s use of the Grant Funds through KDWCD,

NOW THEREFORE, in consideration of the mutual terms and conditions contained herein, the parties agree as follows:

1. Grant Funds. KDWCD shall make approximately One Hundred Five Thousand Eight Hundred Five and No/Dollars (\$105,805.00) of the Grant Funds available to City for the, as such funds are made available to KDWCD from DWR, under the terms and subject to the conditions of the Grant Agreement and this Agreement. City hereby agrees to be one of the Local Project Sponsors as identified and described in the Grant Agreement, which City acknowledges that it has received and reviewed.

2. City to Perform Certain Obligations of Grantee Under Grant Agreement. The terms of the Grant Agreement are hereby incorporated within this Agreement. The parties acknowledge that, for purposes of this Agreement, KDWCD’s role is solely to consolidate items for review, reporting and invoicing, as well as to coordinate with the DWR pursuant to the Grant Agreement and that City is to be responsible for all other aspects of compliance with the Grant Agreement in connection with the Groundwater Quality Protection and Investigation Project.

(a) The terms of the Grant Agreement are hereby incorporated within this Agreement. The parties acknowledge that KDWCDC's role is solely to consolidated items for review, reporting and invoicing, as well as to coordinate with DWR pursuant to the Grant Agreement and that City is to be responsible for all other aspects of compliance with the Grant Agreement in connection with the Project. City shall further perform all obligations of the Local Project sponsor for the Project under the Grant Agreement.

(b) Any terms or provision of the Grant Agreement that imposes any duty or obligation on KDWCDC as "Grantee" in connection with the Well 15 Water Quality Protection Project ("the Well 15 Water Quality Protection Project Obligations") shall be deemed to apply to City. Except as expressly provided in this Agreement, City hereby agrees to be bound by, perform and be solely responsible for compliance with all the Well 15 Water Quality Protection Project Obligations as defined in the Grant Agreement, and this Agreement.

(c) Any provisions of the Grant Agreement that do not apply to the Groundwater Quality Protection and Investigation Project shall not be considered the Well 15 Water Quality Protection Project Obligations.

(d) City shall be responsible to develop and submit to KDWCDC all necessary information and documents described in Section 1 of Exhibit A to the Grant Agreement (the "Work Plan"), at least 15 days prior to the time that KDWCDC is required to submit such items to DWR, as described in the attached to the Grant Agreement. City shall also be responsible to satisfy any compliance requirements of the Grant Agreement that pertain to the Well 15 Water Quality Protection Project.

(e) City shall be responsible to perform the various tasks particularly described in Grant Agreement that pertain to the Well 15 Water Quality Protection Project ("Work to be Performed by Grantee"). City shall perform such tasks within the specific time frames described in the Grant Agreement, except that City shall submit to KDWCDC any required information or documents at least 15 days prior to the time that KDWCDC is required to submit such items to DWR.

(f) City shall comply with all applicable labor requirements with respect to the Project. The parties acknowledge that, as of the date of this Agreement, neither KDWCDC nor City has an approved in-house Labor Code 1771.5 Labor Compliance Program. Accordingly, this Agreement and the parties' obligations hereunder shall be contingent upon (i) utilization, at City's expense, of a third party Labor Compliance Program meeting all applicable requirements, established and/or contracted for by KDWCDC or City, in accordance with the requirements of Labor Code Section 1771.5(b), on terms acceptable to KDWCDC and City, (ii) City's contracting with a third party that has been approved by the Director of Industrial Relations to operate a Labor Compliance Program in accordance with the requirements of Labor Code Section 1771.5(b), or (iii) a determination by the DWR/Director of Industrial Relations that the requirements of Labor Code Section 1771.5 do not apply to this Agreement. Any and all such costs incurred for the Project labor compliance shall be paid by City, subject to annually allocated and available City funding, and payable from Grant Funds in the City's discretion to the extent eligible.

3. Disbursement of Grant Funds.

(a) In order to receive disbursement of Grant Funds, City shall submit to KDWCDC invoices created on a monthly format submitted no less than quarterly for eligible expenses in a form required by KDWCDC. Supporting documentation as described in the Grant Agreement and its exhibits shall accompany each invoice. Invoices and documentation required by this paragraph shall be sent to:

KAWEAH DELTA WATER CONSERVATION DISTRICT
2975 N. Farmersville Blvd.
Farmersville, CA 93223
Attn: Shane Smith

or such other address as KDWCDC may provide.

(b) City shall not request disbursement for any cost until such cost has been incurred and has been (i) paid by or (ii) is due and payable by City. City shall endeavor to pay applicable contractors and vendors within ten (10) days from receipt of the funds by City from KDWCDC subject to resolving any dispute or issue of contention between the City and affected contractors, subcontractors or vendors. In the event that City fails to disburse Grant Funds to contractors or vendors City shall pay interest on such funds accruing at the rate of ten percent (10%) per annum from the date of disbursement from the DWR to KDWCDC through the date of mailing of such funds to the DWR by KDWCDC, which KDWCDC shall do as soon as it feasibly can after KDWCDC receives such funds from City. In addition, if City held such funds in interest-bearing accounts, any and all interest earned on the funds shall be due and payable to KDWCDC. City agrees to indemnify, defend and hold harmless KDWCDC and KDWCDC's officers, directors, agents, and employees (each, an "Indemnified Person") from and against any and all judgments, losses, claims, damages or liabilities, joint or several, to which any Indemnified Person may become subject which relate to or arise out of City's failure to immediately return any funds as required by this paragraph 3.

(c) Notwithstanding any other provision of this Agreement, no disbursement shall be required to be made by KDWCDC at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules or regulations, or which may require any rebates to the Federal Government, or any loss of tax-free status on state bonds, pursuant to any Federal statute or regulation. Further, KDWCDC shall be entitled to withhold any and all Grant Fund disbursements to City until such time as City has submitted to KDWCDC and any other appropriate entity all information, reports or other documents required of City pursuant to this Agreement or the Grant Agreement.

4. Budget Detail and Reporting. City shall be responsible to comply with all budget detail and reporting provisions of the Grant Agreement; to the extent such provisions constitute the Groundwater Quality Protection and Investigation Project Obligations. All such information shall be in the form required by and shall include such supporting documentation as may be required by DWR. City shall submit to KDWCDC any required information or documents at least 15 days prior to the time that KDWCDC is required to submit such items to DWR.

5. Grantee Costs. The reasonable costs of the Well 15 Water Quality Protection Project are estimated to be Three Hundred Ninety Eight Thousand Four Hundred Forty Eight and No/Dollars (\$398,448). City agrees to fund the difference between the estimate of the Well 15 Water Quality Protection Project cost and the Grant Funds. City acknowledges that any share of the Grant Funds allocated to projects identified as benefitting disadvantaged communities, yet unused by one or more of such projects, will not be available to City for use on the Well 15 Water Quality Protection Project. City agrees that it will provide for payment of its full share of the Well 15 Water Quality Protection Project costs and that all costs connected with the Well 15 Water Quality Protection Project will be paid on a timely basis. City further agrees that KDWCDC will not be responsible for non-reimbursable costs, of any kind, whether determined to be such by an audit or otherwise.

6. Indemnification. The parties agree that review or approval of the Well 15 Water Quality Protection Project applications, documents, permits, plans and specifications, or other Well 15 Water Quality

Protection Project information by DWR and/or KDWCD is for administrative purposes only and does not relieve City of its responsibility to properly plan, design, construct, operate, maintain, repair, implement, or otherwise carry out the Well 15 Water Quality Protection Project. To the fullest extent permitted by law, City agrees to indemnify, defend and hold harmless KDWCD, together with its directors, officers, employees, consultants and contractors (individually “ Indemnified Person”) against any loss or liability arising out of any claim or action brought against the Indemnified Person from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from, or in any way connected with (a) the Well 15 Water Quality Protection Project or the conditions, occupancy, use, possession, conduct or management of, work done in or about, or the planning, design, acquisition, installation or construction, of the Well 15 Water Quality Protection Project, any component or any part thereof; (b) the carrying out by the City, its employees and agents (collectively “the City”) of any of the transactions contemplated by this Agreement or any related document; (c) any violation by the City of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the California Hazardous Waste Control Law and California Water Code § 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near any component site; or (d) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by City for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement. To the fullest extent permitted by law, City agrees to pay and discharge any judgment or award entered or made against an Indemnified Person with respect to any claim or action described in this Section 8, and any settlement, compromise, or other voluntary resolution. The provisions of this Section 7 shall survive the term of this Agreement.

7. Defaults by City. In the event of a default by City under this Agreement, KDWCD may suspend performance of any or all of its obligations under this Agreement. If such default is not cured within five days of written notice of default provided by KDWCD to City, KDWCD may terminate this Agreement and City’s access to Grant Funds without any liability whatsoever to KDWCD.

8. Representations and Warranties. City hereby makes all of the representations and warranties contained at Exhibit D to the Grant Agreement, for the benefit of KDWCD.

9. Required State Disclosure. Funding for the Well 15 Water Quality Protection Project has been provided in full or in part through an agreement with the DWR. The contents of this document do not necessarily reflect the views and policies of the DWR, nor does mention of trade names or commercial products constitute endorsement or recommendation for use. (California Government Code § 7550; and 40 CFR 31.20)

10. Further Assurances. From time to time and at any time after the execution and delivery hereof, each of the parties, at its own expense, shall execute, acknowledge and deliver any further instruments, documents and other assurances reasonably requested by the other party, and shall take any other action consistent with the terms of this Agreement that may reasonably be requested by the other party, to evidence or carry out the intent of this Agreement.

11. Compliance with Grant Agreement.

(a) Notwithstanding any other provision of this Agreement, City shall not take any action or fail to take any action that would result in a breach by KDWCD under the Grant Agreement. City shall be solely responsible for all costs incurred by KDWCD of any kind as a result of a breach of the Grant Agreement to the extent such breach resulted from the action or in action of City.

(b) The parties understand that amendments to the Grant Agreement may be proposed from time to time by either the DWR or KDWCD, and nothing in this Agreement shall be interpreted to prohibit such amendments. However, any proposed amendment to the Grant Agreement shall be provided to City for comment not less than 15 days before it is executed by KDWCD. If a proposed amendment would impose no additional obligations on City if it became a part of the Grant Agreement, or if KDWCD is required to execute such amendment in order to maintain the Grant Agreement in full effect, after such 15-day period it may be executed by KDWCD and upon such amendment becoming effective it shall be deemed to be a part of the Grant Agreement for all purposes under this Agreement. If a proposed amendment would impose additional obligations on City if it became a part of the Grant Agreement, unless KDWCD is required to execute such amendment in order to maintain the Grant Agreement in full effect, KDWCD shall not execute it if City objects to such execution during the 15-day comment period. If City does not so object, or if City subsequently confirms in writing that it consents to the amendment, KDWCD may thereafter execute such amendment and upon such amendment becoming effective it shall be deemed to be a part of the Grant Agreement for all purposes under this Agreement.

12. Time and Computation of Time. Time is of the essence of this Agreement and each and all of its provisions. The parties agree that the time for performance of any action permitted or required under this Agreement shall be computed as if such action were “an act provided by law” within the meaning of California Civil Code § 10, which provides: “The time in which any act provided by law to be done is computed by excluding the first day and including the last, unless the last day is a holiday, and then it is also excluded.”

13. Effect of Headings. The subject of headings of the paragraphs and subparagraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

14. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all of the parties hereto.

15. Waiver. Waiver of any breach of this Agreement by any party hereto shall not constitute a continuing waiver or a waiver of any breach of the same or another provision of this Agreement.

16. Counterparts; Fax and Email Signatures. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, all of which together shall constitute one and the same instrument. Facsimile and electronic mail signature pages shall constitute originals; however, without affecting the enforceability of such signatures as originals, each party shall provide original signature pages to the other parties within five (5) business days of the execution of this Agreement.

17. Assignment; Binding Effect. Neither party shall assign any interest in this Agreement without the express written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns, and successors of the parties hereto.

18. Interpretation. It is agreed and acknowledged by the parties that this Agreement has been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

19. Professionals' Fees. Should any action or proceeding be commenced between the parties hereto concerning this Agreement, or the rights and duties of any party in relation thereto, the party prevailing in such action or proceeding shall be entitled, in addition to such other relief as may be granted, to recover from the losing party a reasonable sum for its attorneys', paralegals', accountants', and other professional fees and costs incurred in connection with such action or proceeding.

20. Governing Law. This Agreement shall be governed by the laws of the State of California.

21. Construction. All words used in this Agreement shall be construed to include the plural as well as the singular number and vice versa. Words used herein in the present tense shall include the future as well as the present, and words used in the masculine gender shall include the feminine and neuter genders.

22. Parties in Interest. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies on any persons other than the parties hereto and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligations or liability of any third person to any party to this Agreement, nor shall any provisions give any third person any right of subrogation or action over and against any party to this Agreement.

23. Survival. Each of the terms, provisions, representations, warranties, and covenants of the parties shall be continuous and shall survive the closing or other consummation of the transactions in this Agreement.

24. Notices. All notices and other communications required under this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of service, if served personally on the person to whom notice is to be given, (ii) on the date of service, if sent by telecopier, provided the original is concurrently sent by first class mail, and provided that notices received by telecopier after 5:00 p.m. shall be deemed given on the next business day, (iii) on the next business day, after deposit with a recognized overnight delivery service, or (iv) on the third (3rd) day after mailing, if mailed to the party to whom notice is to be given by first class mail, registered or certified, postage-prepaid, and properly addressed as follows:

To KDWCD: KAWEAH DELTA WATER CONSERVATION DISTRICT
 2975 N. Farmersville Blvd.
 Farmersville, CA 93223
 Attn: Shane Smith

To City: CITY OF LINDSAY
 City Administrative Office
 251 East Honolulu Street
 Lindsay, CA 93247
 Attn: Carmela Wilson

A party may change its address for notices by providing notice to the other parties as provided above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

KDWCD:

City:

KAWEAH DELTA WATER CONSERVATION DISTRICT

CITY OF LINDSAY

By _____
Mark Larsen, General Manager

By _____
William O. Zigler, Interim City Manager



AGENDA ITEM

Date: July 28, 2015
To: Mayor Padilla-Villarreal & Council
From: Bill Zigler, Interim City Manager
Re: SBX 11 (Beall) – Transportation Funding for Road Maintenance and other related Proposals

TYPE:

- Public Hearing
- Ordinance
- Consent Calendar**
- Action Item
- Report Only

Summary:

There is a need for additional funding for road maintenance and rehabilitation, safety projects, railroad grade separations and active transportation projects. There is also a need for additional funding of capacity increasing projects that are critical for improving safety, congestion and goods movement.

Recommendation:

Staff is requesting authorizing the Mayor to sign the attached letter.

Attachments:

Letter to League of California Cities



City of Lindsay



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

July 28, 2015

League of California Cities – South San Joaquin Valley
Hilary Baird
hbaird@cacities.org

RE: SBX 11 (Beall) – Transportation Funding for Road Maintenance and other related proposals – SUPPORT IF AMENDED

Dear Ms. Baird:

Thank you for your continued efforts in seeking much needed additional funding for transportation projects in California. The City of Lindsay would support SBX 11 if amendments were made to the bill or other similar bills if developed.

The City of Lindsay agrees additional funding is needed for road maintenance and rehabilitation, safety projects, railroad grade separations and active transportation projects. There is still a need for additional funding of capacity increasing projects that are critical for improving safety, congestion and goods movement such as completing the SR-99 system and upgrading interchanges. The City of Lindsay proposes the following amendments to SBX:

- Add a 5% set aside for the State Transportation Improvement Program (STIP). The STIP has been negatively impacted by unstable funding from the gas tax. In addition, the truck weight fee transfer from the STIP to the General Fund has also led to funding shortfalls for the STIP. The current fund estimate shows no new funding for the STIP which will cause project delays, negatively impacting our regional economy.
- For the 50% of the funds proposed to be allocated to local agencies, allow those agencies the flexibility to apply funds to capacity increasing projects if they so choose. The City of Lindsay, through our General Plan and the Regional Transportation Plan, with public input and technical analysis, has determined what transportation projects are needed for our agency. Some of these are capacity increasing projects which are needed for safety, congestion relief and goods movement.

We thank you for the hard work on this important legislation and look forward to continuing to work with the League in creating a piece of legislation that works for all interested parties.

Sincerely,

Ramona Villarreal-Padilla
Mayor, City of Lindsay





AGENDA ITEM

Date: July 28, 2015
To: Mayor Ramona Padilla and Esteemed Council
From: Tamara Laken, Director of Finance
Re: Grants Portfolio Update 4th Quarter FY 2014-15

ACTION:

- Public Hearing
- Ordinance
- Consent Calendar**
- Action Item
- Report Only

Attached for your review are the following reports related to the City's Grants Program(s) for the Period ending **June 30, 2015**; staff will be submitting the HOME, CalHOME, and CDBG Reports per state requirements.

Attachments:

- * Active Grants Schedule
- * HOME Program Income Report Quarterly Report
- * HOME Admin Drawdown Report
- * CalHOME Annual Reuse Report
- * HOME APR Annual Report
- * CDBG Program Income Report
- * CDBG Annual Performance Report
- * Business Loan Portfolio Update Summary & Schedule

Recommendation:

Review and approve attached reports

Action Required:

Review and approve attached reports

Department of Housing and Community Development Home Investment Partnerships Program (HOME) Quarterly Program Income Report



1. Provide Information for all Program Income and Recaptured Funds:

State Recipients are required to differentiate between Program Income (PI) and Recaptured Funds due to the fact that 10% of Program Income can be used for administrative costs, whereas recaptured funds cannot be used for admin. Additionally, the accounting of PI and Recapture Funds should be separate from Admin PI Funds. HOME requires that you expend all your PI/Recaptured Funds before drawing down active contract funds. This is true for Admin PI Funds also: HOME requires that you expend all your Admin PI Funds before drawing down active contract Admin Funds.

Name of HOME Recipient: City of Lindsay

Reporting Period: April through June 30 ▼

Year: 2014 ▼

Program Income/Recaptured Financial Summary

| | Program Income | Recaptured Funds | Total |
|---|-----------------------|-------------------------|--------------|
| 1) Beginning balance: | \$312,991 | \$0 | \$312,991 |
| 2) Amount <u>received during quarter</u> : | \$100,449 | \$0 | \$90,404 |
| | Program Income | Recaptured Funds | Total |
| 3) Amount Disbursed for units also funded with HOME funds drawn down from HCD (do not list projects on page 2) | \$0 | \$0 | \$0 |
| 4) Amount Disbursed for units assisted with only Program Income or Recaptured Funds (list each project on page 2): | \$0 | \$0 | \$0 |
| 5) Amount Retained for Admin | \$10,045 | | |
| 6) Total Program Income/Recaptured Funds expended at the end of the reported period | | | \$0 |
| 7) Balance of Program Income/Recaptured Funds in local account at end of reporting period | | | \$403,395 |

Quarterly Program Income Report

Chart 1: Projects funded solely with HOME Program Income/Recaptured Funds

| Owner/Project Name | Address | Activity | Amount of Activity Funds (PI/Recaptured) Expended this quarter | Amount of ADC (PI/Recaptured) Expended this quarter | Total Expenditures | # of Units | Completed project? Y/N |
|---|---------|----------|--|---|--------------------|------------|--------------------------|
| | | | | | \$0 | | <input type="checkbox"/> |
| | | | | | \$0 | | <input type="checkbox"/> |
| | | | | | \$0 | | <input type="checkbox"/> |
| | | | | | \$0 | | <input type="checkbox"/> |
| | | | | | \$0 | | <input type="checkbox"/> |
| | | | | | \$0 | | <input type="checkbox"/> |
| | | | | | \$0 | | <input type="checkbox"/> |
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| | | | | | \$0 | | <input type="checkbox"/> |
| | | | | | \$0 | | <input type="checkbox"/> |
| | | | | | \$0 | | <input type="checkbox"/> |
| | | | | | \$0 | | <input type="checkbox"/> |
| | | | | | \$0 | | <input type="checkbox"/> |
| | | | | | \$0 | | <input type="checkbox"/> |
| Total Expenditures (should equal the same as line 4, Total, from page 1): | | | | | \$0 | | |

Program Income Administrative Funds Summary

| | |
|---|-----------------|
| Amount of PI Administrative Funds Beginning Balance | \$0 |
| Amount of PI Administrative Funds Received this Quarter | \$10,045 |
| Amount of PI Administrative Funds Expended this Quarter | \$10,045 |
| Balance of PI/Recaptured Funds Available | \$0 |

List Expenditures of PI Administrative Funds

List line item detail for all expenditures entered in line 3 above (the amount of funds expended for each line item is not needed).

| | | |
|----|--|----|
| 1 | City Admin for PI tracking, expenditures, reporting & SHE oversight. | 12 |
| 2 | | 13 |
| 3 | | 14 |
| 4 | | 15 |
| 5 | | 16 |
| 6 | | 17 |
| 7 | | 18 |
| 8 | | 19 |
| 9 | | 20 |
| 10 | | 21 |
| 11 | | 22 |

Comments (Note any concerns, inconsistencies, etc., in this space)

Report Completed By:

Preparer's Name Becky Mesedahl

Date 7/24/15 9:34 AM

Telephone # 559-562-7102 ext 8043

Send by e-mail within 30 days from the end of the quarter to:

- Your HOME Representative
- home@hcd.ca.gov
- Contractor (State Recipient)
- Administrative Subcontractor

INSTRUCTIONS

Notes:

- All areas marked in blue are fields that will automatically populate based on the data you enter in other fields.
- Name of HOME Recipient: Insert your city or county's name here.
- Report Period: be sure to check the correct quarter you are reporting. Additionally, be sure to identify the correct year by using the drop-down list.

Program Income/Recaptured Funds Summary

1. Put beginning balance of Program Income and Recaptured Funds in each column. The amount in each column should reflect the ending balance from the prior quarter.
2. Identify the amount of funds received during the quarter in both Program Income and Recaptured Funds.
3. Enter the amount of Program Income and/or Recaptured Funds used **with** funds from HOME contract.
4. Identify the amount of funds for units assisted with Program Income or Recaptured Funds **only**.
5. Enter amount retained for Administrative Funds (Admin), up to 10% of received Program Income.
6. Do not enter. Total Program Income/Recaptured Funds expended will automatically populate.
7. Do not enter. Total Balance of Program Income/Recaptured Funds will automatically populate.

Chart 1: Projects funded solely with HOME Program Income/Recaptured Funds

Provide project information in each column.

Owner/Project Name: Enter name of owner(s) or project name.

Address: Enter address of project location.

Activity: From the drop-down list, enter the project activity.

Activity Funds Expended: Enter amount of expended Program Income/Recaptured Funds from this quarter.

ADC Funds Expended: Enter amount of Activity Delivery Costs expended. (Leave blank if TBRA.)

Total Expenditure: Do not enter. Total expenditures will automatically populate.

Number of Units: Enter the number of units.

Completed Project: Use the drop-down list to indicate "yes" or "no"

Chart 2: Program Income Reporting by Household Characteristics

Address: Do not enter. If the project is complete and you marked it "complete" in Chart 1 the address will automatically populate.

PI Amount: Enter total amount of Program Income. Note: this amount may not be the same as Chart 1 total as additional funds may have be used in the prior quarter.

Number of Bedrooms: Enter total number of bedrooms.

Occupancy: Enter the code for occupancy from the chart.

Monthly Rent (Include Tenant Paid Utilities): For TBRA, enter tenant contributions and HOME subsidy amount. The Total Rent column will automatically populate from the combined totals.

HOUSEHOLD DATA

Monthly Gross Income: Enter the monthly gross income

Percent of Area Median Income (AMI). Enter one of corresponding codes listed on the chart.

Head of Household-Ethnicity/Race: Enter one of the codes listed on the chart.

Size of household: Enter one of the codes listed on the chart.

Program Income Administrative Funds Summary

- Enter beginning balance of Program Income Administrative Funds. This will be the ending balance from the previous quarter.
- Program Income Administrative Funds received this quarter. Do not enter. It will automatically populate from Page 1.
- Enter amount of Program Income Administrative Funds expended in the reported quarter.
- Balance of Program Income/Recaptured Funds available. Do not enter. It will automatically populate from Page 1.

List Expenditures of PI Administrative Funds

List all Program Income Administrative Funds expended in the current quarter. Types of expenditures may include staff time on report writing, reporting, staff review, monitoring, appraisals, equipment purchase, etc..

Comments

Indicate any concerns, explanations, problems, issues, etc. in this section.

Report Completed By:

Name: Provide preparer's name.

Date: The date automatically populates in the space.

Telephone Number: Type telephone number of preparer.

Note: Send this report, as indicated, electronically.

END OF DOCUMENT

**STATE OF CALIFORNIA HOME PROGRAM
ADMINISTRATIVE DRAWDOWN REQUEST**

Contractor Name: City Of LindsayHOME Contract Number: _____ -HOME- PI

State Recipients are required to identify, at least once per month, their undisturbed balance of Program Income Administration funds ("Balance"). Please provide the following information:

a) Date of Balance: 6/30/2015 , b) Balance (if Balance is zero enter 0, do not leave blank): 0

This form is to be used for requesting payment of administrative costs as authorized under the above Standard Agreement. If this is the first payment request for administrative funds, the sources and amounts identified below should include all of the other funds expended at the time of this request including all other funding sources used to pay administrative costs. All subsequent requests for administrative funds should include all those sources and amounts used since the last administrative drawdown request. Please request and report funds rounded to the nearest dollar (no cents), and do not request less than \$100 unless it is your final administrative draw.

| Funding Source Code | Description of Funding Source | Amount |
|--|--|----------|
| Current Available Balance (A) <i>(Original Administration allocation less any previous drawdown requests)</i> | | \$10,045 |
| 06 | HOME PI Administrative Funds – actual expenditures | \$10,045 |
| | HOME PI Administrative Funds – rolled back into loans/grants | \$0 |
| | | \$ |
| | | \$ |
| Total Draw Request (B) | | \$10,045 |
| Remaining Balance (A – B) | | \$0 |

| | | | |
|--|-------------|-----------------------------|------------------------------|
| Beginning date on which administrative expenses were incurred under this drawdown request: | | 4/1/2015 | |
| Ending date on which administrative expenses were incurred under this drawdown request: | | 6/30/2015 | |
| Drawdown Number: | Final Draw? | <input type="checkbox"/> No | <input type="checkbox"/> Yes |

Payee Address: 251 E. Honolulu St.Lindsay, CA 93247

**STATE OF CALIFORNIA HOME PROGRAM
ADMINISTRATIVE DRAWDOWN REQUEST**

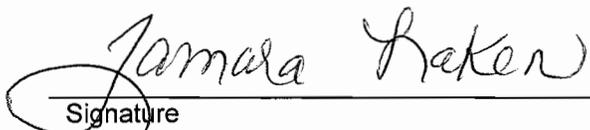
Certification

This certifies the following:

1. that to the best of my knowledge, this report is true in all respects;
2. that all funding sources and amounts reported herein have been expended or will be expended at the time the requested HOME funds are disbursed in accordance with the above-numbered Standard Agreement;
3. that the work has been completed and the costs have been incurred for which payment is being requested; and
4. that I am specifically authorized to sign documents of this nature on behalf of the State Recipient/ CHDO. Proof of such authorization was submitted to the Department prior to this request or is attached to this request.

Tamara Laken
Name

Finance Director
Title


Signature

7/23/15
Date

Use a typewriter or print carefully with a ballpoint pen. Prepare an original and one copy.
Retain a copy and mail the original to:

**Department of Housing and Community Development
HOME Program
P.O. Box 952054
Sacramento, CA 94252-2054**



HCD HOME

APR MATRIX
State of California HOME Annual Performance Report
Reporting Period July 1, 2014 through June 30, 2015

| FOR HOME RECIPIENT USE ONLY | | |
|-----------------------------|------|-------------------|
| Revision # | Date | Nothing to Report |

| FOR HCD USE ONLY | | | | | | |
|------------------|----------|------|----------|------|----------|------|
| | Manager | | HOME Rep | | Fiscal | |
| | Initials | Date | Initials | Date | Initials | Date |
| Program | | | | | | |
| Project | | | | | | |

| | | | | | | |
|--|--|---|--|--|--------------|---------------|
| 1. Name of the HOME Recipient (HR) - Select from drop-down menu Lindsay, City of | | 4. Name of person who completed this Report (Keep a signed hard copy in your files for monitoring. Do not convert APR to PDF.) Preparer's Name: <input type="text" value="Becky Mesedahl"/> Organization: <input type="text" value="City of Lindsay"/> Date (mm/dd/yy): <input type="text" value="07/23/15"/> Signature: <i>Becky Mesedahl</i> | | 5. List all HOME Standard Agreement Numbers (1992 to present). Do not list contracts fully disencumbered or cancelled prior to execution of the Standard Agreement. | | |
| 2. Name of the Administrative Subcontractor (if applicable) Self-Help Enterprises | | | | 93-HOME-0016 | 93-HOME-0056 | 93-HOME-0074 |
| 3. HOME Recipient's Address: Street: <input type="text" value="251 E. Honolulu Street"/> City: <input type="text" value="Lindsay"/> Zip Code: <input type="text" value="93247"/> Phone: <input type="text" value="559-562-7102x8043"/> County: <input type="text" value="Tulare"/> | | | | 94-HOME-0099 | 95-HOME-0154 | 96-HOME-0212 |
| | | | | 97-HOME-0262 | 98-HOME-0311 | 99-HOME-0381 |
| | | | | 00-HOME-0487 | 01-HOME-0522 | 02-HOME-0596 |
| | | | | 03-HOME-0676 | 04-HOME-0736 | 06-HOME-2466 |
| | | | | 06-HOME-2406 | 07-HOME-3081 | 14-HOME-10036 |

6. Answer the questions in the table below.

| Reporting Period: July 1, 2014 through June 30, 2015. Complete and submit all applicable Attachments that are answered with a "Yes." ("Yes" responses will have an "X" and be highlighted in green.) | Yes/ No | Attachment A | Attachment B | Attachment C | Attachment D | Attachment E | Attachment F |
|--|---|--|------------------------------|--|-----------------------------|-----------------------------------|-----------------------------|
| | | Program Income <small>N/A for CHDOs</small> | MBE/WBE Report | Minority Owners <small>No longer required</small> | Relocation | Fair Housing Demographic Analysis | Section 3 |
| a) Is the Home Recipient (HR) that is listed in Box #1 above a City or County? | Yes <input checked="" type="checkbox"/> | X | | | | | |
| b) Did the HR have an award for a New Construction or Rehabilitation Activity that was not completed by June 30, 2014? <small>(Note: Not applicable to First-Time Home Buyer Program, Owner-Occupied Rehabilitation Program, or Tenant-Based Rental Assistance Program.)</small> | No <input type="checkbox"/> | | | | | | |
| c) Did the HR enter into any contracts with a General Contractor or Administrative Contractor OR were any subcontracts entered into during the reporting period? | Yes <input type="checkbox"/> | | X | | | | |
| d) Did the HR assist an Activity which included the acquisition of real property and/or any displacement (relocation) of any person, business, or non-profit organization during the reporting period? | No <input type="checkbox"/> | | | | | | |
| e) Did the HR have an active program activity during the reporting period? | Yes <input type="checkbox"/> | | | | | X | |
| f) Were the attachments completed? | | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> | | No <input type="checkbox"/> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |



Attachment A

Annual Program Income Statement

Reporting Period July 1, 2014 through June 30, 2015

HCD HOME

| FOR HOME RECIPIENT USE ONLY | |
|-----------------------------|------|
| Revision # | Date |

| FOR HCD USE ONLY | | | | | | |
|------------------|----------|------|----------|------|----------|------|
| | Manager | | HOME Rep | | Fiscal | |
| | Initials | Date | Initials | Date | Initials | Date |
| Program | | | | | | |
| Project | | | | | | |

HOME Recipient Name: **Lindsay, City of**

Preparer's Name: **Becky Mesedahl** County: **Tulare**

Preparer's Telephone #: **559-562-7102 x8043** Date: **July 23, 2015**

| HOME Standard Agreement Numbers | | |
|---------------------------------|--------------|---------------|
| 93-HOME-0016 | 93-HOME-0056 | 93-HOME-0074 |
| 94-HOME-0099 | 95-HOME-0154 | 96-HOME-0212 |
| 97-HOME-0262 | 98-HOME-0311 | 99-HOME-0381 |
| 00-HOME-0487 | 01-HOME-0522 | 02-HOME-0596 |
| 03-HOME-0676 | 04-HOME-0736 | 06-HOME-2466 |
| 06-HOME-2406 | 07-HOME-3081 | 14-HOME-10036 |

Provide information for all Program Income and Recaptured Funds:

#####

Program Income/Recaptured Funds Summary

| | Program Income | Recaptured Funds | Total |
|--|----------------|------------------|-----------|
| 1. Beginning balance (balance from prior FY): | \$255,271 | \$0 | \$255,271 |
| 2. Amount received during reporting period July 1, 2014 through June 30, 2015: <i>(Include interest earned on PI and RF)</i> | \$256,624 | \$0 | \$256,624 |
| 3. Total Available for reporting period July 1, 2014 through June 30, 2015: | \$511,895 | \$0 | \$511,895 |
| 4. Amount Disbursed for units also funded with HOME funds drawn down from HCD: <i>not list these projects on page 2</i> (Do | \$0 | \$0 | \$0 |
| 5. Amount Disbursed for units assisted with HOME Program Income or Recaptured Funds, but <u>not</u> with HOME funds drawn down from HCD (list each project on page 2): | \$82,838 | \$0 | \$82,838 |
| 6. Amount Retained for Administrative Funds: <i>(No more than 10% of received PI)</i> | \$25,662 | | |
| 7. Total Program Income/Recaptured Funds expended by the end of the reporting period: | | | \$82,838 |
| 8. Balance of Program Income/Recaptured Funds in local account at the end of the reporting period: | | | \$403,395 |

Program Income Administrative Funds Summary

| | |
|--|----------|
| a. Amount of PI Administrative Funds Beginning Balance: | \$0 |
| b. Amount of PI Administrative Funds Received this reporting period: <i>(Include interest earned on PI Admin Funds)</i> | \$25,662 |
| c. Amount of PI Administrative Funds Expended this reporting period: | \$25,662 |
| d. Balance of PI Administrative Funds Available: | \$0 |

Go to pages 4 and 5 for instructions on completing this form.



Attachment B (for HOME Recipients only)
Minority Business Enterprise (MBE) and Women Business Enterprise (WBE)

Reporting Period July 1, 2014 through June 30, 2015

HCD
HOME

| FOR HOME RECIPIENT USE ONLY | |
|-----------------------------|------|
| Revision # | Date |

| FOR HCD USE ONLY | | | | | | |
|------------------|----------|------|----------|------|----------|------|
| | Manager | | HOME Rep | | Fiscal | |
| | Initials | Date | Initials | Date | Initials | Date |
| Program | | | | | | |
| Project | | | | | | |

HOME Recipient Name **Lindsay, City of**

Preparer's Name **Becky Mesedahl**

Date **07/20/15**

Preparer's Organization **City of Lindsay**

Preparer's Telephone # **559-562-7102 x8043**

This form must be completed by HOME Recipients to report all contracts and subcontracts (regardless of dollar amount) executed during the reporting period July 1, 2014 through June 30, 2015.
 (NOTE: Multiple HOME contracts can be listed on this page. A separate "Attachment B" is not needed for each active HOME contract. Enter the codes in columns 9 and 10 which indicate the racial/ethnic and gender characteristics of the owner(s) and controller(s). If 51% or more is not owned and controlled by any single racial/ethnic or gender category, enter the code which is most appropriate.)

It is the Home Recipient's responsibility to ensure that they collect the contract information from their Contractors and Subcontractors. **HOME Recipients must distribute the "Attachment B - Stand-Alone Report" to all Contractors and Subcontractors to report all contracts and subcontracts (regardless of dollar amount) executed during the reporting period July 1, 2014 through June 30, 2015.**

| 1. HOME Standard Agreement Number(s) | 2. Is the HOME Recipient a CHDO? | 3. Is this Activity a New Construction or Rental Rehab? Y or N | 4. Total HOME Award Amount | 5. Contract or Subcontract Amount* (see note below) | 6. Contract or Subcontract Execution Date (mm/dd/yy) | 7. Contract Type | 8. Trade Code Type | 9. Contractor or Subcontractor Business Racial/Ethnic Code | 10. Women- Owned Business? Y or N | 11. Section 3 Business? Y or N | 12. Contractor (C) or Subcontractor(S) and IRS Employer ID # (EIN) | | 13. Contractor/Subcontractor Information | | | | |
|--|--|--|----------------------------------|--|---|------------------------|--------------------------|--|---|---|--|---------------------------|---|-------------------|---------|-------|----------|
| | | | | | | | | | | | C or S | EIN (must be 9 digits) | Name | Address | City | State | Zip Code |
| PI | No | No | \$800,000 | \$150,000 | 01/11/15 | 2-Non-Construction | 5-Project Management | 8-Non-Profit | No | No | C | 94-1592676 | Self-Help Enterprises | 8445 W. Elwin Ct. | Visalia | CA | 93290 |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
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*Dollar amount must be listed even if contract is "Based on Performance" or "Estimate."



Attachment E
CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
CDBG and HOME Program Activities
DEMOGRAPHIC ANALYSIS



Jurisdiction Name

Lindsay city

Fiscal Year

2014-2015

| | | | | | | | | | | | | | | |
|---|--|---|--|---|--|--|--|--|----------------|--|--|--|--|--|
| Funding Source(s) (Check all that apply) <input type="checkbox"/> HOME Std. Agreement <input type="checkbox"/> OME P.I. <input type="checkbox"/> CDBG Std. Agreement <input type="checkbox"/> DBG P.I. <input type="checkbox"/> Other (Specify) _____ | | HOME Program Activities (1 per form) <input type="checkbox"/> FTHB Acq. Only <input checked="" type="checkbox"/> OR Program <input type="checkbox"/> FTHB Acq & Rehab <input type="checkbox"/> BRA Program <input type="checkbox"/> FTHB Infill N/Const | | CDBG Activities (1 per form) <input type="checkbox"/> Housing Rehab 1-4 <input type="checkbox"/> Micro-Enterprise L/G <input type="checkbox"/> Homebuyer Assistance <input type="checkbox"/> Micro-Enterprise TA <input type="checkbox"/> Public Services | | Standard Agreement Number(s) <table border="1"> <tr> <td>Program Income</td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </table> | | | Program Income | | | | | |
| Program Income | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |

Geographic Area **Lindsay city**

Census Data Geographic Area **41712** Total Population **11,768**

| Ethnic Categories | Census | | Applicants | | | Beneficiaries | | | Rejected Applicants | | | Waiting List | | |
|------------------------|--------|--------|------------|---------|-----------|---------------|---------|-----------|---------------------|--------|-----------|--------------|---------|-----------|
| | # | % | # | % | Differenc | # | % | Differenc | # | % | Differenc | # | % | Differenc |
| Hispanic or Latino | 10,056 | 85.45% | 2 | 100.00% | 14.55% | 1 | 100.00% | 14.55% | 3 | 60.00% | -25.45% | 2 | 100.00% | 14.55% |
| Not Hispanic or Latino | 1,712 | 14.55% | 0 | 0.00% | -14.55% | 0 | 0.00% | -14.55% | 2 | 40.00% | 25.45% | 0 | 0.00% | 0.00% |

| Racial Categories | Census | | Applicants | | | Beneficiaries | | | Rejected Applicants | | | Waiting List | | |
|---|--------|--------|------------|--------|-----------|---------------|---------|-----------|---------------------|--------|-----------|--------------|--------|-----------|
| | # | % | # | % | Differenc | # | % | Differenc | # | % | Differenc | # | % | Differenc |
| American Indian or Alaskan Native | 128 | 1.09% | 0 | 0.00% | 0.00% | 0 | 0.00% | 0.00% | 0 | 0.00% | 0.00% | 0 | 0.00% | 0.00% |
| Asian | 267 | 2.27% | 0 | 0.00% | 0.00% | 0 | 0.00% | 0.00% | 0 | 0.00% | 0.00% | 0 | 0.00% | 0.00% |
| Black or african american | 85 | 0.72% | 0 | 0.00% | 0.00% | 0 | 0.00% | 0.00% | 0 | 0.00% | 0.00% | 0 | 0.00% | 0.00% |
| Native Hawaiian or Other Pacific Islander | 4 | 0.03% | 0 | 0.00% | 0.00% | 0 | 0.00% | 0.00% | 0 | 0.00% | 0.00% | 0 | 0.00% | 0.00% |
| White Alone | 6,480 | 55.06% | 1 | 50.00% | -5.06% | 1 | 100.00% | 44.94% | 3 | 60.00% | 4.94% | 1 | 50.00% | -5.06% |
| Other | 4,804 | 40.82% | 1 | 50.00% | 9.18% | 0 | 0.00% | 0.00% | 2 | 40.00% | -0.82% | 1 | 50.00% | 9.18% |

| Gender | Census | | Applicants | | | Beneficiaries | | | Rejected Applicants | | | Waiting List | | |
|--------|--------|--------|------------|--------|-----------|---------------|---------|-----------|---------------------|--------|-----------|--------------|--------|-----------|
| | # | % | # | % | Differenc | # | % | Differenc | # | % | Differenc | # | % | Differenc |
| Female | 5,845 | 49.67% | 1 | 50.00% | 0.33% | 1 | 100.00% | 50.33% | 2 | 40.00% | -9.67% | 1 | 50.00% | 0.33% |
| Male | 5,923 | 50.33% | 1 | 50.00% | -0.33% | 0 | 0.00% | -50.33% | 3 | 60.00% | 9.67% | 1 | 50.00% | -0.33% |

| Age | Census | | Applicants | | | Beneficiaries | | | Rejected Applicants | | | Waiting List | | |
|-------------------|--------|--------|------------|---------|-----------|---------------|---------|-----------|---------------------|--------|-----------|--------------|---------|-----------|
| | # | % | # | % | Differenc | # | % | Differenc | # | % | Differenc | # | % | Differenc |
| 0 to 18 Years | 4,772 | 40.55% | 0 | 0.00% | 0.00% | 0 | 0.00% | 0.00% | 0 | 0.00% | 0.00% | 0 | 0.00% | 0.00% |
| 19 to 24 Years | 1,190 | 10.11% | 0 | 0.00% | 0.00% | 0 | 0.00% | 0.00% | 0 | 0.00% | 0.00% | 0 | 0.00% | 0.00% |
| 25 to 44 Years | 3,079 | 26.16% | 0 | 0.00% | 0.00% | 0 | 0.00% | 0.00% | 1 | 20.00% | -6.16% | 0 | 0.00% | 0.00% |
| 45 to 64 Years | 1,848 | 15.70% | 2 | 100.00% | 84.30% | 1 | 100.00% | 84.30% | 3 | 60.00% | 44.30% | 2 | 100.00% | 84.30% |
| 65 Years and Over | 879 | 7.47% | 0 | 0.00% | 0.00% | 0 | 0.00% | 0.00% | 1 | 20.00% | 12.53% | 0 | 0.00% | 0.00% |

| Disability (select county from dropdown) | Census | | Applicants | | | Beneficiaries | | | Rejected Applicants | | | Waiting List | | |
|--|---------|--------|------------|---------|-----------|---------------|---------|-----------|---------------------|--------|-----------|--------------|---------|-----------|
| | # | % | # | % | Differenc | # | % | Differenc | # | % | Differenc | # | % | Differenc |
| Tulare County | | | | | | | | | | | | | | |
| Disability | 47,392 | 10.71% | 0 | 0.00% | -10.71% | 0 | 0.00% | -10.71% | 1 | 20.00% | 9.29% | 0 | 0.00% | -10.71% |
| Not Disabled | 394,941 | 89.29% | 2 | 100.00% | 10.71% | 1 | 100.00% | 10.71% | 4 | 80.00% | -9.29% | 2 | 100.00% | 10.71% |

| | | | | |
|--|--|---|--|------------------------------|
| Prepared By: Name Andrea Barnier | Title Housing Rehabilitation Manager | Telephone Number (559) 802-1658 | e-mail Address andreab@selfhelpenterprises.org | Date July 20, 2015 |
|--|--|---|--|------------------------------|

Questionnaire

HUD has defined "impediments to fair housing choice" to include specific actions as well as the lack of actions as follows:

- Any actions, omissions or decisions taken because of race, color, religion, sex, disability, familial status, or national origin which restrict housing choices; and
- Any action, omissions, or decisions which have the *affect* of restricting housing choices or the availability of housing choices on the basis of race, color, religion, sex, disability, familial status, or national origin.

In its simplest form, a study of Fair Housing barriers addresses the question: Do all residents and potential residents of this Jurisdiction have equal access to housing regardless of their race, color, religion (creed), sex, disability, familial status, age, or national origin? if not, why?

Answer the questions below. Attach additional pages if necessary.

1. Does any of the demographic data show low representation of any protected groups in either your applicants, beneficiaries, rejected applicants or waiting list?

There is low representation among Applicants, Beneficiaries, Rejected/Withdrawn Applicants, and the Waiting List in the following categories: Both ethnic categories, White Alone, Female, the age groups of 45-64, and 65 years and over, and the Disabled.

2. What reasons have you identified for these low numbers?

Targeted marketing is needed.

3. What actions have you taken to date to correct the reasons for low numbers?

None.

4. What actions do you plan to take in the future to correct these low numbers?

Marketing will need to be targeted to the populations identified as being under represented in 1. above. The City will develop a plan for reaching these populations.

5. Has your organization set up and maintained records reflecting the study and actions taken? If no, why not?

Yes.



Attachment E
CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
CDBG and HOME Program Activities
DEMOGRAPHIC ANALYSIS



Jurisdiction Name

Lindsay city

Fiscal Year

2014-2015

| | | | | | | | | |
|---|--|--|--|---|--|--|--|--|
| Funding Source(s) (Check all that apply) <input type="checkbox"/> HOME Std. Agreement <input type="checkbox"/> HOME P.I. <input type="checkbox"/> CDBG Std. Agreement <input type="checkbox"/> CDBG P.I. <input type="checkbox"/> Other (Specify) _____ | | HOME Program Activities (1 per form) <input checked="" type="checkbox"/> FTHB Acq. Only <input type="checkbox"/> OR Program <input checked="" type="checkbox"/> FTHB Acq & Rehab <input type="checkbox"/> BRA Program <input type="checkbox"/> FTHB Infill N/Const | | CDBG Activities (1 per form) <input type="checkbox"/> Housing Rehab 1-4 <input type="checkbox"/> Micro-Enterprise L/G <input type="checkbox"/> Homebuyer Assistance <input type="checkbox"/> Micro-Enterprise TA <input type="checkbox"/> Public Services | | Standard Agreement Number(s) Program Income: _____ _____ _____ | | |
|---|--|--|--|---|--|--|--|--|

Geographic Area

Lindsay city

Census Data Geographic Area

41712

Total Population

11,768

| Ethnic Categories | Census | | Applicants | | | Beneficiaries | | | Rejected Applicants | | | Waiting List | | |
|------------------------|--------|--------|------------|---------|-----------|---------------|-------|-----------|---------------------|--------|-----------|--------------|---------|-----------|
| | # | % | # | % | Differenc | # | % | Differenc | # | % | Differenc | # | % | Differenc |
| Hispanic or Latino | 10,056 | 85.45% | 9 | 100.00% | 14.55% | 0 | 0.00% | 0.00% | 11 | 91.67% | 6.21% | 9 | 100.00% | 14.55% |
| Not Hispanic or Latino | 1,712 | 14.55% | 0 | 0.00% | -14.55% | 0 | 0.00% | 0.00% | 1 | 8.33% | -6.21% | 0 | 0.00% | 0.00% |

| Racial Categories | Census | | Applicants | | | Beneficiaries | | | Rejected Applicants | | | Waiting List | | |
|---|--------|--------|------------|--------|-----------|---------------|-------|-----------|---------------------|--------|-----------|--------------|--------|-----------|
| | # | % | # | % | Differenc | # | % | Differenc | # | % | Differenc | # | % | Differenc |
| American Indian or Alaskan Native | 128 | 1.09% | 0 | 0.00% | 0.00% | 0 | 0.00% | 0.00% | 0 | 0.00% | 0.00% | 0 | 0.00% | 0.00% |
| Asian | 267 | 2.27% | 0 | 0.00% | 0.00% | 0 | 0.00% | 0.00% | 0 | 0.00% | 0.00% | 0 | 0.00% | 0.00% |
| Black or african american | 85 | 0.72% | 0 | 0.00% | 0.00% | 0 | 0.00% | 0.00% | 0 | 0.00% | 0.00% | 0 | 0.00% | 0.00% |
| Native Hawaiian or Other Pacific Islander | 4 | 0.03% | 0 | 0.00% | 0.00% | 0 | 0.00% | 0.00% | 0 | 0.00% | 0.00% | 0 | 0.00% | 0.00% |
| White Alone | 6,480 | 55.06% | 5 | 55.56% | 0.49% | 0 | 0.00% | 0.00% | 6 | 50.00% | -5.06% | 5 | 55.56% | 0.49% |
| Other | 4,804 | 40.82% | 4 | 44.44% | 3.62% | 0 | 0.00% | 0.00% | 6 | 50.00% | 9.18% | 4 | 44.44% | 3.62% |

| Gender | Census | | Applicants | | | Beneficiaries | | | Rejected Applicants | | | Waiting List | | |
|--------|--------|--------|------------|--------|-----------|---------------|-------|-----------|---------------------|--------|-----------|--------------|--------|-----------|
| | # | % | # | % | Differenc | # | % | Differenc | # | % | Differenc | # | % | Differenc |
| Female | 5,845 | 49.67% | 3 | 37.50% | -12.17% | 0 | 0.00% | 0.00% | 6 | 50.00% | 0.33% | 3 | 37.50% | -12.17% |
| Male | 5,923 | 50.33% | 5 | 62.50% | 12.17% | 0 | 0.00% | 0.00% | 6 | 50.00% | -0.33% | 5 | 62.50% | 12.17% |

| Age | Census | | Applicants | | | Beneficiaries | | | Rejected Applicants | | | Waiting List | | |
|-------------------|--------|--------|------------|--------|-----------|---------------|-------|-----------|---------------------|--------|-----------|--------------|--------|-----------|
| | # | % | # | % | Differenc | # | % | Differenc | # | % | Differenc | # | % | Differenc |
| 0 to 18 Years | 4,772 | 40.55% | 0 | 0.00% | 0.00% | 0 | 0.00% | 0.00% | 0 | 0.00% | 0.00% | 0 | 0.00% | 0.00% |
| 19 to 24 Years | 1,190 | 10.11% | 1 | 11.11% | 1.00% | 0 | 0.00% | 0.00% | 3 | 25.00% | 14.89% | 1 | 11.11% | 1.00% |
| 25 to 44 Years | 3,079 | 26.16% | 8 | 88.89% | 62.72% | 0 | 0.00% | 0.00% | 6 | 50.00% | 23.84% | 8 | 88.89% | 62.72% |
| 45 to 64 Years | 1,848 | 15.70% | 0 | 0.00% | 0.00% | 0 | 0.00% | 0.00% | 3 | 25.00% | 9.30% | 0 | 0.00% | 0.00% |
| 65 Years and Over | 879 | 7.47% | 0 | 0.00% | 0.00% | 0 | 0.00% | 0.00% | 0 | 0.00% | 0.00% | 0 | 0.00% | 0.00% |

| Disability (select county from dropdown) | Census | | Applicants | | | Beneficiaries | | | Rejected Applicants | | | Waiting List | | |
|--|---------|--------|------------|---------|-----------|---------------|-------|-----------|---------------------|--------|-----------|--------------|---------|-----------|
| | # | % | # | % | Differenc | # | % | Differenc | # | % | Differenc | # | % | Differenc |
| Tulare County | | | | | | | | | | | | | | |
| Disability | 47,392 | 10.71% | 0 | 0.00% | -10.71% | 0 | 0.00% | -10.71% | 1 | 8.33% | -2.38% | 0 | 0.00% | -10.71% |
| Not Disabled | 394,941 | 89.29% | 9 | 100.00% | 10.71% | 0 | 0.00% | -89.29% | 11 | 91.67% | 2.38% | 9 | 100.00% | 10.71% |

Prepared By: Name

Andrea Barnier

Title

Housing Rehabilitation Manager

Telephone Number

(559) 802-1658

e-mail Address

andreab@selfhelpenterprises.org

Date

July 20, 2015

Questionnaire

HUD has defined "impediments to fair housing choice" to include specific actions as well as the lack of actions as follows:

- Any actions, omissions or decisions taken because of race, color, religion, sex, disability, familial status, or national origin which restrict housing choices; and
- Any action, omissions, or decisions which have the *affect* of restricting housing choices or the availability of housing choices on the basis of race, color, religion, sex, disability, familial status, or national origin.

In its simplest form, a study of Fair Housing barriers addresses the question: Do all residents and potential residents of this Jurisdiction have equal access to housing regardless of their race, color, religion (creed), sex, disability, familial status, age, or national origin? if not, why?

Answer the questions below. Attach additional pages if necessary.

1. Does any of the demographic data show low representation of any protected groups in either your applicants, beneficiaries, rejected applicants or waiting list?

There is low representation among Applicants, Beneficiaries, Rejected/Withdrawn Applicants, and the Waiting List in the following categories: Hispanic or Latino, Male and Female, the 25-44 age group, and the Disabled.

2. What reasons have you identified for these low numbers?

Targeted marketing is needed.

3. What actions have you taken to date to correct the reasons for low numbers?

None.

4. What actions do you plan to take in the future to correct these low numbers?

Marketing will need to be targeted to the populations identified as being under represented in 1. above. The City will develop a plan for reaching these populations.

5. Has your organization set up and maintained records reflecting the study and actions taken? If no, why not?

Yes.



CalHome Program Annual Status Report Reuse Account

For Reporting Period July 1st through June 30th year ending 2015

This Report is due within 30 days of the end of the reporting period and/or within 30 days of the expiration date of the Standard Agreement. This report is to be used after the contracts have ended.

| | |
|-----------------------------------|---|
| Recipient: <u>City of Lindsay</u> | Contract #: <u>CalHome-058</u> <u>03-CH-051, 04-CH-082</u> <u>05-CH-167, 06-CH-205</u> <u>08-CH-4912, 10-CH-6663</u> |
|-----------------------------------|---|

CalHome Reuse Funds

1. In the last reporting year, how many units were assisted in CalHome activities?

| | |
|--|---|
| Mortgage Assistance: | 3 |
| Owner-Occupied Rehabilitation: | 0 |
| Development Project Loan/Conversion loans: | 0 |

2. In the last reporting year, what amounts of CalHome Reuse funds were spent on the following for each activity?

| CalHome Activity | Deferred Payment Loans | Homebuyer Education | Loan Servicing Fee | Activity Delivery Fee | Totals |
|---|------------------------|---------------------|--------------------|-----------------------|-------------|
| A. Mortgage Assistance | \$10,200.00 | \$0.00 | \$0.00 | \$0.00 | \$10,200.00 |
| B. Owner-Occupied Rehabilitation | \$0.00 | N/A | \$0.00 | \$0.00 | \$0.00 |
| C. Development Project Loan/ Conversion Loans | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| D. Totals | \$10,200.00 | \$0.00 | \$0.00 | \$0.00 | \$10,200.00 |

Financial Summary for this Reporting Period

| | |
|--|---------------|
| Total Reuse Account Amount at Start of Accounting Period | \$46,121.81 |
| Add: Amounts deposited in Reuse Account during this Reporting Period | + \$2,574.00 |
| Less: Amount in Line 2(D) from table above | - \$10,200.00 |
| Balance in Reuse Account | = \$38,495.81 |

Tamara Laken, Tamara Laken
 Recipient's Authorized Signatory

 Finance Director
 Title

 7/22/15
 Date

Call Home Operations Handbook (2010)

STATE OF CALIFORNIA

Community Development Block Grant (CDBG)

Program Income Report
Semi-Annual 1 (July 1 - December 31)



| | | | |
|---|---------------------------|---------------------|-----------------------|
| Grantee / Jurisdiction Name: City of Lindsay | Fiscal Year: 14/15 | Revised: YES | Date: 2/5/2015 |
|---|---------------------------|---------------------|-----------------------|

SECTION I PROGRAM INCOME

| Do you intend to utilize the 35K rule for this Fiscal Year? | <input checked="" type="radio"/> Yes | Amount | Beginning PI Balance | Payments Received | Interest Earned | Total Deposit + Interest | Total PI + GA Expenses | Ending PI + GA Balance Available | |
|---|--------------------------------------|--------|----------------------|-------------------|-----------------|--------------------------|------------------------|----------------------------------|----------------------------|
| | | \$0 | | | | | | | |
| PROGRAM INCOME Only | | | \$631,978 | \$224,631 | \$687 | \$225,318 | \$23,287 | \$834,009 | |
| | | | | | | Beginning GA Balance | GA Received | Total GA Expense | Total Maximum GA Available |
| GENERAL ADMINISTRATION Only | | | | | | \$0 | \$38,304 | \$23,287 | \$15,017 |

SECTION II REVOLVING LOAN FUNDS

| Do you have an approved HOUSING RLF? | | Payments Received | Interest Earned | Total Deposit + Interest | Total Expenses | Ending Balance Available |
|---|-----------------|-------------------|-----------------|--------------------------|----------------|--------------------------|
| Do you have an approved ED RLF? | Yes / No | | | | | |
| | Yes / No | | | | | |
| HOUSING Revolving Loan Fund | | | | \$0 | \$0 | \$0 |
| ECONOMIC DEVELOPMENT Revolving Loan Fund | | NO | | | \$0 | \$0 |

COMMENTS

| | | | |
|---|---------------------------|---------------------|-----------------------|
| Grantee / Jurisdiction Name: City of Lindsay | Fiscal Year: 14/15 | Revised: YES | Date: 2/5/2015 |
|---|---------------------------|---------------------|-----------------------|

| Type of PI/RLF Expended | Activity | Owner / Project Name | Project Address | Total PI Activity Expended | Total PI AD Expended | Total PI Activity Previously Expended | Total PI AD Previously Expended | Total PI Expended to date | Project completed? |
|-------------------------|----------|----------------------|-----------------|----------------------------|----------------------|---------------------------------------|---------------------------------|---------------------------|--------------------|
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

COMMENTS

Preparer Certification

This certification indicates that this report is true in all respects. All Program Income expenditures were for CDBG eligible activities that addressed CDBG national objectives and department approval was obtained in advance.

What is the name of your Authorized Representative? **Rich Wilkinson**

Preparer Name: **Becky Mesedahl** Phone: **559-562-7102 x8043** E-mail Address: **comdev@lindsay.ca.us** Date: **2/5/2015**

Submit a completed report **ELECTRONICALLY** to : CDBG.REPORTS@HCD.CA.GOV and your Jurisdiction's Authorized Representative

HCD Representative Certification

Name of Fiscal Representative: _____ Name of Fiscal Manager _____

Fiscal Representative Initials: _____ Date: _____ Fiscal Manager Initials _____ Date: _____

STATE OF CALIFORNIA

Community Development Block Grant (CDBG)

Program Income Report
Semi-Annual 2 (January 1 - June 30)



| | | | |
|---|---------------------------|--------------------|------------------------|
| Grantee / Jurisdiction Name: City of Lindsay | Fiscal Year: 14/15 | Revised: NO | Date: 7/20/2015 |
|---|---------------------------|--------------------|------------------------|

SECTION I PROGRAM INCOME

| | | | | | | | | | |
|---|--------|--------|-------|----------------------|-------------------|-----------------|--------------------------|------------------------|----------------------------------|
| Do you intent to utilize the 35K rule for this Fiscal Year? <input type="radio"/> Yes <input checked="" type="radio"/> No | Amount | Amount | Total | | | | | | |
| | \$0 | \$0 | \$0 | Beginning PI Balance | Payments Received | Interest Earned | Total Deposit + Interest | Total PI + GA Expenses | Ending PI + GA Balance Available |

| | | | | | | |
|----------------------------|-----------|-----------|---------|-----------|----------|-------------|
| PROGRAM INCOME Only | \$834,009 | \$220,738 | \$2,150 | \$222,888 | \$52,908 | \$1,003,989 |
|----------------------------|-----------|-----------|---------|-----------|----------|-------------|

| | | | | | |
|------------------------------------|----------|----------|----------|---------|----------------------------|
| | | | | | |
| GENERAL ADMINISTRATION Only | \$15,017 | \$37,891 | \$52,908 | (\$0) | Total Maximum GA Available |

SECTION II REVOLVING LOAN FUNDS

| | | | | | | |
|---|-----------------|-------------------|-----------------|--------------------------|----------------|--------------------------|
| Do you have an approved HOUSING RLF? | Yes / No | Payments Received | Interest Earned | Total Deposit + Interest | Total Expenses | Ending Balance Available |
| Do you have an approved ED RLF? | | Yes / No | | | | |
| HOUSING Revolving Loan Fund | | | | \$0 | \$0 | \$0 |
| ECONOMIC DEVELOPMENT Revolving Loan Fund | NO | | | \$0 | \$0 | \$0 |

COMMENTS

| | | | |
|---|---------------------------|--------------------|------------------------|
| Grantee / Jurisdiction Name: City of Lindsay | Fiscal Year: 14/15 | Revised: NO | Date: 7/20/2015 |
|---|---------------------------|--------------------|------------------------|

| Type of PI/RLF Expended | Activity | Owner / Project Name | Project Address | Total PI Activity Expended | Total PI AD Expended | Total PI Activity Previously Expended | Total PI AD Previously Expended | Total PI Expended to date | Project completed? |
|-------------------------|----------|----------------------|-----------------|----------------------------|----------------------|---------------------------------------|---------------------------------|---------------------------|--------------------|
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

| | |
|-----------------|--|
| COMMENTS | |
|-----------------|--|

Preparer Certification

This certification indicates that this report is true in all respects. All Program Income expenditures were for CDBG eligible activities that addressed CDBG national objectives and department approval was obtained in advance.

What is the name of your Authorized Representative? **Tamara Laken and Bill Zigler**

Preparer Name: **Becky Mesedahl** Phone: **559-562-7102 x8043** E-mail Address: **comdev@lindsay.ca.us** Date: **7/20/2015**

Submit a completed report **ELECTRONICALLY** to : CDBG.REPORTS@HCD.CA.GOV and your Jurisdiction's Authorized Representative

HCD Representative Certification

Name of Fiscal Representative: _____ Name of Fiscal Manager _____

Fiscal Representative Initials: _____ Date: _____ Fiscal Manager Initials _____ Date: _____

STATE OF CALIFORNIA
Community Development Block Grant (CDBG)
Combined Annual Program Income Report

| | | | |
|---|---------------------------|--|------------------------|
| Grantee / Jurisdiction Name: City of Lindsay | Fiscal Year: 14/15 | | Date: 7/20/2015 |
|---|---------------------------|--|------------------------|

| PROGRAM INCOME Only | Beginning PI Balance | Payments Received | Interest Earned | Total Deposit + Interest | Total PI + GA Expenses | Ending PI + GA Balance Available |
|---------------------|----------------------|-------------------|-----------------|--------------------------|------------------------|----------------------------------|
| Semi-Annual 1 | \$631,978 | \$224,631 | \$687 | \$225,318 | \$23,287 | \$834,009 |
| Semi-Annual 2 | \$834,009 | \$220,738 | \$2,150 | \$222,888 | \$52,908 | \$1,003,989 |
| Total Available | | | | \$448,206 | \$76,195 | \$1,003,989 |

| GENERAL ADMINISTRATION Only | Beginning GA Balance | GA Received | Total GA Expense | Total Maximum GA Available |
|-----------------------------|----------------------|-------------|------------------|----------------------------|
| Semi-Annual 1 | \$0 | \$38,304 | \$23,287 | \$15,017 |
| Semi-Annual 2 | \$15,017 | \$37,891 | \$52,908 | (\$0) |
| Total Available | | \$76,195 | \$76,195 | \$0 |

| HOUSING Revolving Loan Fund | Beginning Balance | Payments Received | Interest Earned | Total Deposit + Interest | Total Expenses | Ending Balance Available |
|-----------------------------|-------------------|-------------------|-----------------|--------------------------|----------------|--------------------------|
| Semi-Annual 1 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Semi-Annual 2 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Total | | | | \$0 | \$0 | \$0 |

| ED Revolving Loan Fund | Beginning Balance | Payments Received | Interest Earned | Total Deposit + Interest | Total Expenses | Ending Balance Available |
|------------------------|-------------------|-------------------|-----------------|--------------------------|----------------|--------------------------|
| Semi-Annual 1 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Semi-Annual 2 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Total | | | | \$0 | \$0 | \$0 |

| | |
|--------------------------------------|-----------|
| Total Annual Program Income Received | \$448,206 |
|--------------------------------------|-----------|



HCD CDBG

APR MATRIX
State of California CDBG Annual Performance Report
Reporting Period July 1, 2014 through June 30, 2015

DUE DATE: Friday, July 31, 2015

| FOR CDBG RECIPIENT USE ONLY | | |
|-----------------------------|------|--|
| Revision # | Date | Nothing to Report <input type="checkbox"/> |

| FOR HCD USE ONLY | | | | | | |
|------------------|----------|------|----------|------|----------|------|
| | CDBG Rep | | Manager | | Fiscal | |
| | Initials | Date | Initials | Date | Initials | Date |
| Program | | | | | | |
| Project | | | | | | |

| 1.a. Name of the CDBG Recipient (CR)/Grantee - Select from drop-down menu Lindsay, City of | | 4. Name of person who completed this Report (Keep a signed hard copy in your files for monitoring. Do not convert APR to PDF.) Preparer's Name: <input type="text" value="Becky Mesedahl"/> Organization: <input type="text" value="City of Lindsay"/> Date (mm/dd/yy): <input type="text" value="07/20/15"/> Signature: _____ | | 5. List all CDBG Standard Agreement Numbers (1992 to present). Do not list contracts fully disencumbered or cancelled prior to execution of the Standard Agreement. <table border="1"> <thead> <tr> <th>EDBG/EDEF</th> <th>STBG/CDBG</th> <th>STBG/CDBG</th> </tr> </thead> <tbody> <tr> <td>96-0462/ 97-0506</td> <td>96-0987/ 96-1016</td> <td>04-1963/ 06-2647</td> </tr> <tr> <td>98-0608/ 00-0754</td> <td>96-1086/ 97-1124</td> <td>08-4843/ 10-6723</td> </tr> <tr> <td>01-0819/ 02-0857</td> <td>98-1221/ 98-1251</td> <td></td> </tr> <tr> <td>02-0907/ 04-1030</td> <td>99-1370/ 00-1446</td> <td></td> </tr> <tr> <td>05-1978/ 05-2181</td> <td>01-1594/ 01-1682</td> <td></td> </tr> <tr> <td>06-2725/ 08-5786</td> <td>02-1709/ 02-1751</td> <td></td> </tr> <tr> <td>09-EDEF-6362</td> <td>03-1832/ 04-1907</td> <td></td> </tr> </tbody> </table> | | EDBG/EDEF | STBG/CDBG | STBG/CDBG | 96-0462/ 97-0506 | 96-0987/ 96-1016 | 04-1963/ 06-2647 | 98-0608/ 00-0754 | 96-1086/ 97-1124 | 08-4843/ 10-6723 | 01-0819/ 02-0857 | 98-1221/ 98-1251 | | 02-0907/ 04-1030 | 99-1370/ 00-1446 | | 05-1978/ 05-2181 | 01-1594/ 01-1682 | | 06-2725/ 08-5786 | 02-1709/ 02-1751 | | 09-EDEF-6362 | 03-1832/ 04-1907 | |
|---|------------------|---|--|--|--|-----------|-----------|-----------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|--|------------------|------------------|--|------------------|------------------|--|------------------|------------------|--|--------------|------------------|--|
| EDBG/EDEF | STBG/CDBG | STBG/CDBG | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 96-0462/ 97-0506 | 96-0987/ 96-1016 | 04-1963/ 06-2647 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 98-0608/ 00-0754 | 96-1086/ 97-1124 | 08-4843/ 10-6723 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 01-0819/ 02-0857 | 98-1221/ 98-1251 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 02-0907/ 04-1030 | 99-1370/ 00-1446 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 05-1978/ 05-2181 | 01-1594/ 01-1682 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 06-2725/ 08-5786 | 02-1709/ 02-1751 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 09-EDEF-6362 | 03-1832/ 04-1907 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2. Name of the Administrative Subcontractor (if applicable) Self-Help Enterprises | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3. CDBG Recipient's Address: Street: <input type="text" value="251 E. Honolulu Street"/> City: <input type="text" value="Lindsay"/> Zip Code: <input type="text" value="93247"/> Phone: <input type="text" value="(559) 562-7117"/> County: <input type="text" value="Tulare"/> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| 6. Answer the questions in the table below. | | | | | | | |
|--|--------------------------------------|--------------------------------------|--------------------------------------|--|-------------------------------------|-------------------------------------|-------------------------------------|
| Reporting Period: July 1, 2014 through June 30, 2015. Complete and submit all applicable Attachments that are answered with a "Yes." ("Yes" responses will have and "x" and be highlighted in green) | Yes/ No | Attachment A | Attachment B | Attachment C | Attachment D | Attachment E | Attachment F |
| | | Program Income | MBE/WBE Report | Minority Owners <small>No longer required</small> | Relocation | Fair Housing Demographic Analysis | Section 3 |
| a) Has the CDBG Recipient (CR) that is listed in Box #1 above been awarded an activity that has generated or will generate Program Income (including revolving loan fund)? Complete the CDBG Semi-Annual Program Income Report at: CDBG Semi-Annual Program Income Report | Yes <input type="button" value="v"/> | X | | | | | |
| b) Did the CR have an active award exceeding \$200,000 including 1 or more of the following activities: Business Assistance, Microenterprise Assistance, Housing Project - Multi-Family, Public Improvements, Public Improvements in Support of Housing (New Construction), or Public Facilities? | No <input type="button" value="v"/> | | | | | | |
| c) Did the CR enter into any contracts with a General Contractor or Administrative Contractor OR were there any Subrecipient Agreement contracts with CDBG funds during the reporting period? | Yes <input type="button" value="v"/> | | X | | | | |
| d) Did the CR assist an activity which included the acquisition, replacement of property, or displacement (relocation) of any person, business, or non-profit organization during the reporting period? | No <input type="button" value="v"/> | | | | | | |
| e) Did the CR have an active program or service activity during the reporting period (Housing 1-4, Micro, Business Assistance or Public Services)? | No <input type="button" value="v"/> | | | | | | |
| f) Were the attachments completed? | | Yes <input type="button" value="v"/> | Yes <input type="button" value="v"/> | | No <input type="button" value="v"/> | No <input type="button" value="v"/> | No <input type="button" value="v"/> |



Attachment B - (for CDBG Recipients only)
Minority Business Enterprise (MBE) and Women Business Enterprise (WBE)
Reporting Period July 1, 2014 through June 30, 2015

HCD
CDBG

| FOR CDBG RECIPIENT USE ONLY | |
|-----------------------------|------|
| Revision # | Date |

| FOR HCD USE ONLY | | | | | | |
|------------------|----------|------|----------|------|----------|------|
| | CDBG Rep | | Manager | | Fiscal | |
| | Initials | Date | Initials | Date | Initials | Date |
| Program | | | | | | |
| Project | | | | | | |

CDBG Recipient Name Lindsay, City of

Preparer's Name Andrea Barnier

Date 07/20/15

Preparer's Organization Self-Help Enterprises

Preparer's Telephone # (559) 802-1658

Regardless of dollar amount, this form must be completed by all CDBG Recipients to report all contracts and subcontracts executed during the reporting period July 1, 2014 through June 30, 2015. It is the CDBG Recipient's responsibility to ensure that they collect this information from their Contractors and Subcontractors. **CDBG Recipients must distribute the "Attachment B - Stand-Alone Report" to all Contractors and Subcontractors to report all contracts and subcontracts executed during the reporting period July 1, 2014 through June 30, 2015.** (NOTE: Enter the codes in columns 8 and 9 which indicate the racial/ethnic and gender characteristics of the owner(s) and controller(s). If 51% or more is not owned and controlled by any single racial/ethnic or gender category, enter the code which is most appropriate.)

| 1. CDBG Standard Agreement Number(s)/ Program Income (PI) | 2. Does this Activity involve any Construction? Y or N | 3. Total CDBG Award Amount | 4. Contract or Subcontract Amount* (see note below) | 5. Contract or Subcontract Execution Date (mm/dd/yy) | 6. Contract Type <small>(Construction or Non- Construction)</small> | 7. Trade Code Type | 8. Contractor or Subcontractor Business Racial/Ethnic Code | 9. Women- Owned Business? Y or N | 10. Section 3 Business? Y or N | 11. Contractor (C) or Subcontractor(S) and IRS Employer ID # (EIN) or SSN | | 12. Contractor/Subcontractor Information | | | | |
|---|---|----------------------------------|--|---|--|--------------------------|---|--|---|---|-------------------------------------|---|----------------------|---------|-------|----------|
| | | | | | | | | | | C or S | EIN or SSN (must be 9 digits) | Name | Address | City | State | Zip Code |
| PI | No | \$0 | \$37,500 | 01/11/15 | 2-Non- Construction | 5-Project Management | 8-Non-Profit | No | No | C | 941592676 | Self-Help Enterprises | 8445 W. Elowin Court | Visalia | CA | 93290 |
| | | | | | | | | | | | | | | | | |
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| | | | | | | | | | | | | | | | | |

*Dollar amount must be listed even if contract is "Based on Performance" or "Estimate."



Attachment D

Relocation and Real Property Acquisition

Reporting Period July 1, 2014 through June 30, 2015

HCD CDBG

| FOR CDBG RECIPIENT USE ONLY | |
|-----------------------------|--|
| Revision # | |
| Date | |

| FOR HCD USE ONLY | | | | | | |
|------------------|----------|------|----------|------|----------|------|
| | CDBG Rep | | Manager | | Fiscal | |
| | Initials | Date | Initials | Date | Initials | Date |
| Program | | | | | | |
| Project | | | | | | |

| CDBG Recipient Name | Lindsay, City of | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|------------------|------------------|---|--|--|-----------|-----------|-----------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|--|------------------|------------------|--|------------------|------------------|--|------------------|------------------|--|--------------|------------------|--|
| Preparer's Name | | | CDBG Standard Agreement Numbers <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 33%;">EDBG/EDEF</th> <th style="width: 33%;">STBG/CDBG</th> <th style="width: 33%;">STBG/CDBG</th> </tr> <tr> <td>96-0462/ 97-0506</td> <td>96-0987/ 96-1016</td> <td>04-1963/ 06-2647</td> </tr> <tr> <td>98-0608/ 00-0754</td> <td>96-1086/ 97-1124</td> <td>08-4843/ 10-6723</td> </tr> <tr> <td>01-0819/ 02-0857</td> <td>98-1221/ 98-1251</td> <td></td> </tr> <tr> <td>02-0907/ 04-1030</td> <td>99-1370/ 00-1446</td> <td></td> </tr> <tr> <td>05-1978/ 05-2181</td> <td>01-1594/ 01-1682</td> <td></td> </tr> <tr> <td>06-2725/ 08-5786</td> <td>02-1709/ 02-1751</td> <td></td> </tr> <tr> <td>09-EDEF-6362</td> <td>03-1832/ 04-1907</td> <td></td> </tr> </table> | | | EDBG/EDEF | STBG/CDBG | STBG/CDBG | 96-0462/ 97-0506 | 96-0987/ 96-1016 | 04-1963/ 06-2647 | 98-0608/ 00-0754 | 96-1086/ 97-1124 | 08-4843/ 10-6723 | 01-0819/ 02-0857 | 98-1221/ 98-1251 | | 02-0907/ 04-1030 | 99-1370/ 00-1446 | | 05-1978/ 05-2181 | 01-1594/ 01-1682 | | 06-2725/ 08-5786 | 02-1709/ 02-1751 | | 09-EDEF-6362 | 03-1832/ 04-1907 | |
| EDBG/EDEF | STBG/CDBG | STBG/CDBG | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 96-0462/ 97-0506 | 96-0987/ 96-1016 | 04-1963/ 06-2647 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 98-0608/ 00-0754 | 96-1086/ 97-1124 | 08-4843/ 10-6723 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 01-0819/ 02-0857 | 98-1221/ 98-1251 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 02-0907/ 04-1030 | 99-1370/ 00-1446 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 05-1978/ 05-2181 | 01-1594/ 01-1682 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 06-2725/ 08-5786 | 02-1709/ 02-1751 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 09-EDEF-6362 | 03-1832/ 04-1907 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Preparer's Telephone # | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Date (mm/dd/yy) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Complete this form if assisting an activity which entails acquisition of real property and/or displacement of any person, business or nonprofit organization during the reporting period of July 1, 2014 through June 30, 2015. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

In Table I, please provide the following information for all real property (land and/or buildings) either acquired or assisted by CDBG funds.

In Table II, provide information on any households permanently displaced as a result of real property (land and /or buildings) either acquired or assisted by CDBG Funds.

Table I

| | Number | Cost |
|---|--------|------|
| Properties Acquired (number and purchase price) | | |
| Businesses Displaced Permanently | | |
| Nonprofit Organizations Displaced Permanently | | |
| Households Temporarily Relocated (less than 12 months) | | |

Table II - Permanent Displacements Only

| Households Displaced Permanently Race/Ethnicity Group | Hispanic Ethnicity | | Non-Hispanic Ethnicity | |
|--|--------------------------------|-----------------|--------------------------------|-----------------|
| | Number of Households Displaced | Relocation Cost | Number of Households Displaced | Relocation Cost |
| American Indian or Alaska Native | | | | |
| Asian | | | | |
| Black or African American | | | | |
| White | | | | |
| Other | | | | |



Attachment E CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT CDBG and HOME Program Activities DEMOGRAPHIC ANALYSIS



Please see end of form for instructions.

Jurisdiction Name

Fiscal Year

| | | | |
|---|--|--|---|
| Funding Source(s) (Check all that apply) <input type="checkbox"/> HOME Std. Agreement <input type="checkbox"/> HOME P.I. <input type="checkbox"/> CDBG Std. Agreement <input type="checkbox"/> CDBG P.I. <input type="checkbox"/> Other (Specify) <input type="text" value=""/> | HOME Program Activities (1 per form) <input type="checkbox"/> FTHB Acq. Only <input type="checkbox"/> OOR Program <input type="checkbox"/> FTHB Acq & Rehab <input type="checkbox"/> TBRA Program <input type="checkbox"/> FTHB Infill N/Const | CDBG Program Activities (1 per form) <input checked="" type="checkbox"/> Housing Rehab 1-4 <input type="checkbox"/> Micro-Enterprise L/G <input type="checkbox"/> Homebuyer Assistance <input type="checkbox"/> Micro-Enterprise TA <input type="checkbox"/> Public Services <input type="checkbox"/> Business Assist. | Standard Agreement Number(s) <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> |
|---|--|--|---|

Geographic Area Census Data Geographic Area Total Population

| Ethnic Categories | Census | | Applicants | | | Beneficiaries | | | Rejected/Withdrawn Applicants | | | Waiting List | | |
|------------------------|--------|--------|------------|---|------------|---------------|---|------------|-------------------------------|---|------------|--------------|---|------------|
| | # | % | # | % | Difference | # | % | Difference | # | % | Difference | # | % | Difference |
| Hispanic or Latino | 10,056 | 85.45% | | | | | | | | | | | | |
| Not Hispanic or Latino | 1,712 | 14.55% | | | | | | | | | | | | |

| Racial Categories | Census | | Applicants | | | Beneficiaries | | | Rejected/Withdrawn Applicants | | | Waiting List | | |
|---|--------|--------|------------|---|------------|---------------|---|------------|-------------------------------|---|------------|--------------|---|------------|
| | # | % | # | % | Difference | # | % | Difference | # | % | Difference | # | % | Difference |
| American Indian or Alaska Native | 128 | 1.09% | | | | | | | | | | | | |
| Asian | 267 | 2.27% | | | | | | | | | | | | |
| Black or African American | 85 | 0.72% | | | | | | | | | | | | |
| Native Hawaiian or Other Pacific Islander | 4 | 0.03% | | | | | | | | | | | | |
| White or Caucasian | 6,480 | 55.06% | | | | | | | | | | | | |
| Other | 4,804 | 40.82% | | | | | | | | | | | | |

| Gender | Census | | Applicants | | | Beneficiaries | | | Rejected/Withdrawn Applicants | | | Waiting List | | |
|--------|--------|--------|------------|---|------------|---------------|---|------------|-------------------------------|---|------------|--------------|---|------------|
| | # | % | # | % | Difference | # | % | Difference | # | % | Difference | # | % | Difference |
| Female | 5,845 | 49.67% | | | | | | | | | | | | |
| Male | 5,923 | 50.33% | | | | | | | | | | | | |

| Age | Census | | Applicants | | | Beneficiaries | | | Rejected/Withdrawn Applicants | | | Waiting List | | |
|-------------------|--------|--------|------------|---|------------|---------------|---|------------|-------------------------------|---|------------|--------------|---|------------|
| | # | % | # | % | Difference | # | % | Difference | # | % | Difference | # | % | Difference |
| 0 to 18 Years | 4,772 | 40.55% | | | | | | | | | | | | |
| 19 to 24 Years | 1,190 | 10.11% | | | | | | | | | | | | |
| 25 to 44 Years | 3,079 | 26.16% | | | | | | | | | | | | |
| 45 to 64 Years | 1,848 | 15.70% | | | | | | | | | | | | |
| 65 Years and Over | 879 | 7.47% | | | | | | | | | | | | |

| Disability (select county from dropdown) | Census | | Applicants | | | Beneficiaries | | | Rejected/Withdrawn Applicants | | | Waiting List | | |
|--|---------|--------|------------|---|------------|---------------|---|------------|-------------------------------|---|------------|--------------|---|------------|
| | # | % | # | % | Difference | # | % | Difference | # | % | Difference | # | % | Difference |
| Disability | 47,392 | 10.71% | | | | | | | | | | | | |
| Not Disabled | 394,941 | 89.29% | | | | | | | | | | | | |

Prepared by: Name

Title

Telephone Number

E-mail Address

Date

Questionnaire

HUD has defined "impediments to fair housing choice" to include specific actions as well as the lack of actions as follows:

- Any actions, omissions or decisions taken because of race, color, religion, sex, disability, familial status, or national origin which restrict housing choices; and
- Any action, omissions, or decisions which have the *affect* of restricting housing choices or the availability of housing choices on the basis of race, color, religion, sex, disability, familial status, or national origin.

In its simplest form, a study of Fair Housing barriers addresses the question: Do all residents and potential residents of this Jurisdiction have equal access to housing regardless of their race, color, religion (creed), sex, disability, familial status, age, or national origin? if not, why?

Answer the questions below. Attach additional pages if necessary.

1. Does any of the demographic data show low representation of any protected groups in either your applicants, beneficiaries, rejected applicants or waiting list?

2. What reasons have you identified for these low numbers?

3. What actions have you taken to date to correct the reasons for low numbers?

4. What actions do you plan to take in the future to correct these low numbers?

5. Has your organization set up and maintained records reflecting the study and actions taken? If no, why not?



Attachment E CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT CDBG and HOME Program Activities DEMOGRAPHIC ANALYSIS



Please see end of form for instructions.

Jurisdiction Name

Fiscal Year

| | | | |
|---|--|--|---|
| Funding Source(s) (Check all that apply) <input type="checkbox"/> HOME Std. Agreement <input type="checkbox"/> HOME P.I. <input type="checkbox"/> CDBG Std. Agreement <input type="checkbox"/> CDBG P.I. <input type="checkbox"/> Other (Specify) <input type="text" value=""/> | HOME Program Activities (1 per form) <input type="checkbox"/> FTHB Acq. Only <input type="checkbox"/> OOR Program <input type="checkbox"/> FTHB Acq & Rehab <input type="checkbox"/> TBRA Program <input type="checkbox"/> FTHB Infill N/Const | CDBG Program Activities (1 per form) <input type="checkbox"/> Housing Rehab 1-4 <input type="checkbox"/> Micro-Enterprise L/G <input checked="" type="checkbox"/> Homebuyer Assistance <input type="checkbox"/> Micro-Enterprise TA <input type="checkbox"/> Public Services <input type="checkbox"/> Business Assist. | Standard Agreement Number(s) <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> |
|---|--|--|---|

Geographic Area Census Data Geographic Area Total Population

| Ethnic Categories | Census | | Applicants | | | Beneficiaries | | | Rejected/Withdrawn Applicants | | | Waiting List | | |
|--|---|--------|------------|---|------------|---------------|---|------------|-------------------------------|---|------------|--------------|---|------------|
| | # | % | # | % | Difference | # | % | Difference | # | % | Difference | # | % | Difference |
| Hispanic or Latino | 10,056 | 85.45% | | | | | | | | | | | | |
| Not Hispanic or Latino | 1,712 | 14.55% | | | | | | | | | | | | |
| Racial Categories | Census | | Applicants | | | Beneficiaries | | | Rejected/Withdrawn Applicants | | | Waiting List | | |
| | # | % | # | % | Difference | # | % | Difference | # | % | Difference | # | % | Difference |
| | American Indian or Alaska Native | 128 | 1.09% | | | | | | | | | | | |
| | Asian | 267 | 2.27% | | | | | | | | | | | |
| | Black or African American | 85 | 0.72% | | | | | | | | | | | |
| | Native Hawaiian or Other Pacific Islander | 4 | 0.03% | | | | | | | | | | | |
| | White or Caucasian | 6,480 | 55.06% | | | | | | | | | | | |
| Other | 4,804 | 40.82% | | | | | | | | | | | | |
| Gender | Census | | Applicants | | | Beneficiaries | | | Rejected/Withdrawn Applicants | | | Waiting List | | |
| | # | % | # | % | Difference | # | % | Difference | # | % | Difference | # | % | Difference |
| | Female | 5,845 | 49.67% | | | | | | | | | | | |
| Male | 5,923 | 50.33% | | | | | | | | | | | | |
| Age | Census | | Applicants | | | Beneficiaries | | | Rejected/Withdrawn Applicants | | | Waiting List | | |
| | # | % | # | % | Difference | # | % | Difference | # | % | Difference | # | % | Difference |
| | 0 to 18 Years | 4,772 | 40.55% | | | | | | | | | | | |
| | 19 to 24 Years | 1,190 | 10.11% | | | | | | | | | | | |
| | 25 to 44 Years | 3,079 | 26.16% | | | | | | | | | | | |
| | 45 to 64 Years | 1,848 | 15.70% | | | | | | | | | | | |
| 65 Years and Over | 879 | 7.47% | | | | | | | | | | | | |
| Disability (select county from dropdown) | Census | | Applicants | | | Beneficiaries | | | Rejected/Withdrawn Applicants | | | Waiting List | | |
| | # | % | # | % | Difference | # | % | Difference | # | % | Difference | # | % | Difference |
| | Disability | 47,392 | 10.71% | | | | | | | | | | | |
| Not Disabled | 394,941 | 89.29% | | | | | | | | | | | | |

Prepared by: Name

Title

Telephone Number

E-mail Address

Date

Questionnaire

HUD has defined "impediments to fair housing choice" to include specific actions as well as the lack of actions as follows:

- Any actions, omissions or decisions taken because of race, color, religion, sex, disability, familial status, or national origin which restrict housing choices; and
- Any action, omissions, or decisions which have the *affect* of restricting housing choices or the availability of housing choices on the basis of race, color, religion, sex, disability, familial status, or national origin.

In its simplest form, a study of Fair Housing barriers addresses the question: Do all residents and potential residents of this Jurisdiction have equal access to housing regardless of their race, color, religion (creed), sex, disability, familial status, age, or national origin? if not, why?

Answer the questions below. Attach additional pages if necessary.

1. Does any of the demographic data show low representation of any protected groups in either your applicants, beneficiaries, rejected applicants or waiting list?

2. What reasons have you identified for these low numbers?

3. What actions have you taken to date to correct the reasons for low numbers?

4. What actions do you plan to take in the future to correct these low numbers?

5. Has your organization set up and maintained records reflecting the study and actions taken? If no, why not?



Attachment E
CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
CDBG and HOME Program Activities
DEMOGRAPHIC ANALYSIS



Please see end of form for instructions.

Jurisdiction Name Lindsay city

Fiscal Year

| | | | |
|---|--|---|---|
| Funding Source(s) (Check all that apply) <input type="checkbox"/> HOME Std. Agreement <input type="checkbox"/> HOME P.I. <input type="checkbox"/> CDBG Std. Agreement <input type="checkbox"/> CDBG P.I. <input type="checkbox"/> Other (Specify) _____ | HOME Program Activities (1 per form) <input type="checkbox"/> FTHB Acq. Only <input type="checkbox"/> OOR Program <input type="checkbox"/> FTHB Acq & Rehab <input type="checkbox"/> TBRA Program <input type="checkbox"/> FTHB Infill N/Const | CDBG Program Activities (1 per form) <input type="checkbox"/> Housing Rehab 1-4 <input type="checkbox"/> Micro-Enterprise L/G <input type="checkbox"/> Homebuyer Assistance <input type="checkbox"/> Micro-Enterprise TA <input type="checkbox"/> Public Services <input type="checkbox"/> Business Assist. | Standard Agreement Number(s) _____ _____ |
|---|--|---|---|

Geographic Area Lindsay city **Census Data Geographic Area** 41712 **Total Population** 11,768

| Ethnic Categories | Census | | Applicants | | | Beneficiaries | | | Rejected/Withdrawn Applicants | | | Waiting List | | |
|------------------------|--------|--------|------------|---|------------|---------------|---|------------|-------------------------------|---|------------|--------------|---|------------|
| | # | % | # | % | Difference | # | % | Difference | # | % | Difference | # | % | Difference |
| Hispanic or Latino | 10,056 | 85.45% | | | | | | | | | | | | |
| Not Hispanic or Latino | 1,712 | 14.55% | | | | | | | | | | | | |

| Racial Categories | Census | | Applicants | | | Beneficiaries | | | Rejected/Withdrawn Applicants | | | Waiting List | | |
|---|--------|--------|------------|---|------------|---------------|---|------------|-------------------------------|---|------------|--------------|---|------------|
| | # | % | # | % | Difference | # | % | Difference | # | % | Difference | # | % | Difference |
| American Indian or Alaska Native | 128 | 1.09% | | | | | | | | | | | | |
| Asian | 267 | 2.27% | | | | | | | | | | | | |
| Black or African American | 85 | 0.72% | | | | | | | | | | | | |
| Native Hawaiian or Other Pacific Islander | 4 | 0.03% | | | | | | | | | | | | |
| White or Caucasian | 6,480 | 55.06% | | | | | | | | | | | | |
| Other | 4,804 | 40.82% | | | | | | | | | | | | |

| Gender | Census | | Applicants | | | Beneficiaries | | | Rejected/Withdrawn Applicants | | | Waiting List | | |
|--------|--------|--------|------------|---|------------|---------------|---|------------|-------------------------------|---|------------|--------------|---|------------|
| | # | % | # | % | Difference | # | % | Difference | # | % | Difference | # | % | Difference |
| Female | 5,845 | 49.67% | | | | | | | | | | | | |
| Male | 5,923 | 50.33% | | | | | | | | | | | | |

| Age | Census | | Applicants | | | Beneficiaries | | | Rejected/Withdrawn Applicants | | | Waiting List | | |
|-------------------|--------|--------|------------|---|------------|---------------|---|------------|-------------------------------|---|------------|--------------|---|------------|
| | # | % | # | % | Difference | # | % | Difference | # | % | Difference | # | % | Difference |
| 0 to 18 Years | 4,772 | 40.55% | | | | | | | | | | | | |
| 19 to 24 Years | 1,190 | 10.11% | | | | | | | | | | | | |
| 25 to 44 Years | 3,079 | 26.16% | | | | | | | | | | | | |
| 45 to 64 Years | 1,848 | 15.70% | | | | | | | | | | | | |
| 65 Years and Over | 879 | 7.47% | | | | | | | | | | | | |

| Disability (select county from dropdown) | Census | | Applicants | | | Beneficiaries | | | Rejected/Withdrawn Applicants | | | Waiting List | | |
|--|---------|--------|------------|---|------------|---------------|---|------------|-------------------------------|---|------------|--------------|---|------------|
| | # | % | # | % | Difference | # | % | Difference | # | % | Difference | # | % | Difference |
| Disability | 47,392 | 10.71% | | | | | | | | | | | | |
| Not Disabled | 394,941 | 89.29% | | | | | | | | | | | | |

Prepared By: Name _____ Title _____ Telephone Number _____ e-mail Address _____ Date _____

Questionnaire

HUD has defined "impediments to fair housing choice" to include specific actions as well as the lack of actions as follows:

- Any actions, omissions or decisions taken because of race, color, religion, sex, disability, familial status, or national origin which restrict housing choices; and
- Any action, omissions, or decisions which have the *affect* of restricting housing choices or the availability of housing choices on the basis of race, color, religion, sex, disability, familial status, or national origin.

In its simplest form, a study of Fair Housing barriers addresses the question: Do all residents and potential residents of this Jurisdiction have equal access to housing regardless of their race, color, religion (creed), sex, disability, familial status, age, or national origin? if not, why?

Answer the questions below. Attach additional pages if necessary.

1. Does any of the demographic data show low representation of any protected groups in either your applicants, beneficiaries, rejected applicants or waiting list?

2. What reasons have you identified for these low numbers?

3. What actions have you taken to date to correct the reasons for low numbers?

4. What actions do you plan to take in the future to correct these low numbers?

5. Has your organization set up and maintained records reflecting the study and actions taken? If no, why not?



HCD CDBG

**Attachment F (for CDBG Recipients only)
Section 3 Report
Reporting Period July 1, 2014 through June 30, 2015**

| FOR CDBG RECIPIENT USE ONLY | |
|-----------------------------|------|
| Revision # | Date |

| FOR HCD USE ONLY | | | | | | |
|------------------|----------|------|----------|------|----------|------|
| | CDBG Rep | | Manager | | Fiscal | |
| | Initials | Date | Initials | Date | Initials | Date |
| PROGRAM | | | | | | |
| PROJECT | | | | | | |

Provide information for all Section 3 Employment and Procurement Opportunities:

CDBG Recipients are required to complete an Attachment F (Section 3 Report) for each active Standard Agreement involving the construction or rehabilitation of a CDBG-assisted project. CDBG Recipients will distribute the "Attachment F - Stand-Alone Report" to each Contractor and Subcontractor who has a contract exceeding \$100,000, even if the contracts were entered into prior to the reporting period. The reports must be filed annually, including the final fiscal year in which the CDBG Project Completion Report is filed, regardless of whether CDBG funds were expended or when the contract was executed.

| | | | |
|------------------------------------|------------------|-----------------------------------|--|
| CDBG Recipient | Lindsay, City of | CDBG Contract # | |
| | | Total CDBG Contract Amount | |
| Person Completing this form | | Phone # | |
| | | Email | |
| Organization Name | | | |

GENERAL INFORMATION

1. Was the CDBG Contract 100% expended by June 30, 2014?

2. Were all Project Completion Reports or Grantee Performance Reports submitted for this contract by June 30, 2014?

3. Select the activities funded with this contract from the drop-down menu:

| | |
|------------|------------|
| Select One | Select One |

The CDBG Recipient is required to complete this Section 3 Report (Attachment F) for the CDBG contract listed above. Submit all Section 3 reports with your completed APR to CDBG.reports@hcd.ca.gov.

4. Were there any contracts or subcontracts greater than \$100,000 entered into for these activities?

NOTE: This includes all contracts and subcontracts which were entered into for these CDBG activities, even if they were entered into prior to the reporting period.

**Attachment F (for CDBG Recipients only)
Section 3 Report
Reporting Period July 1, 2014 through June 30, 2015**

CDBG Recipient: Lindsay, City of

CDBG Contract Number:

PART I: EMPLOYMENT AND TRAINING

1. During the reporting period, did you have any Section 3 Employees or any New Hires? ▼

The chart below must itemize the Section 3 Employees, Non-Section 3 Employees, New Hires, etc. who were employed as a result of this award.

Job Category Definitions (Move cursor over job category to read definition)

| | | | | |
|---------------|-------------------|----------------------|--------------------------|-----------------|
| Professionals | Office & Clerical | Sales | Operatives (Semiskilled) | Service Workers |
| Technicians | Craft Workers | Officials & Managers | Laborers (Unskilled) | Other |

| A. Job Category | B. Existing (Full time employees on payroll, prior to project) | | C. New Hires (Full time employees) | | D. Part Time (Existing and new hire employees) | | E. Total # of Employees | | F. Trainees (Number in E that are Section 3 trainees) | G. Staff Hours (Aggregate number of hours for the categories below) | |
|---|--|-------------|--|-------------|--|-------------|----------------------------|-------------|---|---|------------|
| | Non Sect. 3 | Section 3 | Non Sect. 3 | Section 3 | Non Sect. 3 | Section 3 | Non Sect. 3 | Section 3 | Section 3 Trainees | Non Sect. 3 | Section 3 |
| Select a job category from drop-down list below | # Employees | # Employees | # Employees | # Employees | # Employees | # Employees | # Employees | # Employees | Total # of Trainees | # of Hours | # of Hours |
| | | | | | | | 0 | 0 | | | |
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PART II: CONTRACTS AWARDED

1. During the reporting period, did you enter into any new contracts (regardless of dollar amount)? ▼

2. If yes to question #1, did you list all new contracts entered into during the reporting period on Attachment B of the APR? ▼

**Attachment F (for CDBG Recipients only)
Section 3 Report
Reporting Period July 1, 2014 through June 30, 2015**

CDBG Recipient: Lindsay, City of

CDBG Contract Number:

PART III: SUMMARY OF EFFORTS MADE

Meeting Section 3 Goals Outlined by HUD: The Section 3 Goals are defined under #14 "Numerical Goals" in the attached Glossary.

1. Training and Employment:

(Click in box with cursor, to select answer)

Were at least 30% of your total new hires Section 3 residents?

2. Awarding Contracts:

a. Were at least 10% of the total dollar amount of (all Section 3-covered) construction contracts over \$100,000 awarded to Section 3 businesses?

b. Were at least 3% of the total dollar amount of (all Section 3-covered) non-construction contracts awarded to Section 3 businesses?

3. Indicate below the efforts made by the entity completing this form to direct the employment and other economic opportunities generated by the CDBG award toward low- and very low-income persons, particularly those who are recipients of government assistance for housing.

Check all that apply:

- Attempted to recruit low-income residents through local advertising media, signs prominently displayed at the project site, contacts with community organizations and public or private agencies operating within the metropolitan area (or Non-metropolitan County) in which the Section 3-covered program or project is located, or by similar methods;
- Participated in a HUD program or other program(s) that promotes the training or employment of Section 3 residents;
- Participated in a HUD program or other program(s) that promotes the award of contracts to business(es) that meet the definition of Section 3 business concerns;
- Coordinated with the Youth Build Programs administered in the metropolitan area in which the Section 3 covered project is located; and/or
- Other. Please describe below.



HCD CDBG

**Attachment F (for CDBG Recipients only)
Section 3 Report
Reporting Period July 1, 2014 through June 30, 2015**

| FOR CDBG RECIPIENT USE ONLY | |
|-----------------------------|------|
| Revision # | Date |

| FOR HCD USE ONLY | | | | | | |
|------------------|----------|------|----------|------|----------|------|
| | CDBG Rep | | Manager | | Fiscal | |
| | Initials | Date | Initials | Date | Initials | Date |
| PROGRAM | | | | | | |
| PROJECT | | | | | | |

Provide information for all Section 3 Employment and Procurement Opportunities:

CDBG Recipients are required to complete an Attachment F (Section 3 Report) for each active Standard Agreement involving the construction or rehabilitation of a CDBG-assisted project. CDBG Recipients will distribute the "Attachment F - Stand-Alone Report" to each Contractor and Subcontractor who has a contract exceeding \$100,000, even if the contracts were entered into prior to the reporting period. The reports must be filed annually, including the final fiscal year in which the CDBG Project Completion Report is filed, regardless of whether CDBG funds were expended or when the contract was executed.

| | | | |
|------------------------------------|------------------|-----------------------------------|--|
| CDBG Recipient | Lindsay, City of | CDBG Contract # | |
| | | Total CDBG Contract Amount | |
| Person Completing this form | | Phone # | |
| | | Email | |
| Organization Name | | | |

GENERAL INFORMATION

1. Was the CDBG Contract 100% expended by June 30, 2014?
2. Were all Project Completion Reports or Grantee Performance Reports submitted for this contract by June 30, 2014?

3. Select the activities funded with this contract from the drop-down menu:

| | |
|------------|------------|
| Select One | Select One |

The CDBG Recipient is required to complete this Section 3 Report (Attachment F) for the CDBG contract listed above. Submit all Section 3 reports with your completed APR to CDBG.reports@hcd.ca.gov.

4. Were there any contracts or subcontracts greater than \$100,000 entered into for these activities?

NOTE: This includes all contracts and subcontracts which were entered into for these CDBG activities, even if they were entered into prior to the reporting period.

**Attachment F (for CDBG Recipients only)
Section 3 Report
Reporting Period July 1, 2014 through June 30, 2015**

CDBG Recipient: Lindsay, City of

CDBG Contract Number:

PART I: EMPLOYMENT AND TRAINING

1. During the reporting period, did you have any Section 3 Employees or any New Hires? ▼

The chart below must itemize the Section 3 Employees, Non-Section 3 Employees, New Hires, etc. who were employed as a result of this award.

Job Category Definitions (Move cursor over job category to read definition)

| | | | | |
|---------------|-------------------|----------------------|--------------------------|-----------------|
| Professionals | Office & Clerical | Sales | Operatives (Semiskilled) | Service Workers |
| Technicians | Craft Workers | Officials & Managers | Laborers (Unskilled) | Other |

| A. Job Category | B. Existing <small>(Full time employees on payroll, prior to project)</small> | | C. New Hires <small>(Full time employees)</small> | | D. Part Time <small>(Existing and new hire employees)</small> | | E. Total # of Employees | | F. Trainees <small>(Number in E that are Section 3 trainees)</small> | G. Staff Hours <small>(Aggregate number of hours for the categories below)</small> | |
|---|---|-------------|---|-------------|---|-------------|----------------------------|-------------|--|--|------------|
| | Non Sect. 3 | Section 3 | Non Sect. 3 | Section 3 | Non Sect. 3 | Section 3 | Non Sect. 3 | Section 3 | Section 3 Trainees | Non Sect. 3 | Section 3 |
| Select a job category from drop-down list below | # Employees | # Employees | # Employees | # Employees | # Employees | # Employees | # Employees | # Employees | Total # of Trainees | # of Hours | # of Hours |
| | | | | | | | | 0 | 0 | | |
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PART II: CONTRACTS AWARDED

1. During the reporting period, did you enter into any new contracts (regardless of dollar amount)? ▼

2. If yes to question #1, did you list all new contracts entered into during the reporting period on Attachment B of the APR? ▼

**Attachment F (for CDBG Recipients only)
Section 3 Report
Reporting Period July 1, 2014 through June 30, 2015**

CDBG Recipient: Lindsay, City of

CDBG Contract Number:

PART III: SUMMARY OF EFFORTS MADE

Meeting Section 3 Goals Outlined by HUD: The Section 3 Goals are defined under #14 "Numerical Goals" in the attached Glossary.

1. Training and Employment:

(Click in box with cursor, to select answer)

Were at least 30% of your total new hires Section 3 residents?

2. Awarding Contracts:

a. Were at least 10% of the total dollar amount of (all Section 3-covered) construction contracts over \$100,000 awarded to Section 3 businesses?

b. Were at least 3% of the total dollar amount of (all Section 3-covered) non-construction contracts awarded to Section 3 businesses?

3. Indicate below the efforts made by the entity completing this form to direct the employment and other economic opportunities generated by the CDBG award toward low- and very low-income persons, particularly those who are recipients of government assistance for housing.

Check all that apply:

- Attempted to recruit low-income residents through local advertising media, signs prominently displayed at the project site, contacts with community organizations and public or private agencies operating within the metropolitan area (or Non-metropolitan County) in which the Section 3-covered program or project is located, or by similar methods;
- Participated in a HUD program or other program(s) that promotes the training or employment of Section 3 residents;
- Participated in a HUD program or other program(s) that promotes the award of contracts to business(es) that meet the definition of Section 3 business concerns;
- Coordinated with the Youth Build Programs administered in the metropolitan area in which the Section 3 covered project is located; and/or
- Other. Please describe below.



HCD CDBG

Attachment F (for CDBG Recipients only)
Section 3 Report
Reporting Period July 1, 2014 through June 30, 2015

| FOR CDBG RECIPIENT USE ONLY | |
|-----------------------------|------|
| Revision # | Date |

| FOR HCD USE ONLY | | | | | | |
|------------------|----------|------|----------|------|----------|------|
| | CDBG Rep | | Manager | | Fiscal | |
| | Initials | Date | Initials | Date | Initials | Date |
| PROGRAM | | | | | | |
| PROJECT | | | | | | |

Provide information for all Section 3 Employment and Procurement Opportunities:

CDBG Recipients are required to complete an Attachment F (Section 3 Report) for each active Standard Agreement involving the construction or rehabilitation of a CDBG-assisted project. CDBG Recipients will distribute the "Attachment F - Stand-Alone Report" to each Contractor and Subcontractor who has a contract exceeding \$100,000, even if the contracts were entered into prior to the reporting period. The reports must be filed annually, including the final fiscal year in which the CDBG Project Completion Report is filed, regardless of whether CDBG funds were expended or when the contract was executed.

| | | | |
|-----------------------------|------------------|----------------------------|--|
| CDBG Recipient | Lindsay, City of | CDBG Contract # | |
| Person Completing this form | | Total CDBG Contract Amount | |
| Organization Name | | Phone # | |
| | | Email | |

GENERAL INFORMATION

1. Was the CDBG Contract 100% expended by June 30, 2014?

2. Were all Project Completion Reports or Grantee Performance Reports submitted for this contract by June 30, 2014?

3. Select the activities funded with this contract from the drop-down menu:

| | |
|------------|------------|
| Select One | Select One |

The CDBG Recipient is required to complete this Section 3 Report (Attachment F) for the CDBG contract listed above. Submit all Section 3 reports with your completed APR to CDBG.reports@hcd.ca.gov.

4. Were there any contracts or subcontracts greater than \$100,000 entered into for these activities?

NOTE: This includes all contracts and subcontracts which were entered into for these CDBG activities, even if they were entered into prior to the reporting period.

**Attachment F (for CDBG Recipients only)
Section 3 Report
Reporting Period July 1, 2014 through June 30, 2015**

CDBG Recipient: Lindsay, City of

CDBG Contract Number:

PART I: EMPLOYMENT AND TRAINING

1. During the reporting period, did you have any Section 3 Employees or any New Hires? ▼

The chart below must itemize the Section 3 Employees, Non-Section 3 Employees, New Hires, etc. who were employed as a result of this award.

Job Category Definitions (Move cursor over job category to read definition)

| | | | | |
|---------------|-------------------|----------------------|--------------------------|-----------------|
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| A. Job Category | B. Existing (Full time employees on payroll, prior to project) | | C. New Hires (Full time employees) | | D. Part Time (Existing and new hire employees) | | E. Total # of Employees | | F. Trainees (Number in E that are Section 3 trainees) | G. Staff Hours (Aggregate number of hours for the categories below) | |
|---|--|-------------|--|-------------|--|-------------|----------------------------|-------------|---|---|------------|
| | Non Sect. | Section 3 | Non Sect. | Section 3 | Non Sect. | Section 3 | Non Sect. | Section 3 | Section 3 Trainees | Non Sect. | Section 3 |
| Select a job category from drop-down list below | # Employees | # Employees | # Employees | # Employees | # Employees | # Employees | # Employees | # Employees | Total # of Trainees | # of Hours | # of Hours |
| | | | | | | | 0 | 0 | | | |
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PART II: CONTRACTS AWARDED

1. During the reporting period, did you enter into any new contracts (regardless of dollar amount)? ▼

2. If yes to question #1, did you list all new contracts entered into during the reporting period on Attachment B of the APR? ▼

**Attachment F (for CDBG Recipients only)
Section 3 Report
Reporting Period July 1, 2014 through June 30, 2015**

CDBG Recipient:

Lindsay, City of

CDBG Contract Number:

PART III: SUMMARY OF EFFORTS MADE

Meeting Section 3 Goals Outlined by HUD: The Section 3 Goals are defined under #14 "Numerical Goals" in the attached Glossary.

1. Training and Employment:

(Click in box with cursor, to select answer)

Were at least 30% of your total new hires Section 3 residents?

2. Awarding Contracts:

a. Were at least 10% of the total dollar amount of (all Section 3-covered) construction contracts over \$100,000 awarded to Section 3 businesses?

b. Were at least 3% of the total dollar amount of (all Section 3-covered) non-construction contracts awarded to Section 3 businesses?

3. Indicate below the efforts made by the entity completing this form to direct the employment and other economic opportunities generated by the CDBG award toward low- and very low-income persons, particularly those who are recipients of government assistance for housing.

Check all that apply:

- Attempted to recruit low-income residents through local advertising media, signs prominently displayed at the project site, contacts with community organizations and public or private agencies operating within the metropolitan area (or Non-metropolitan County) in which the Section 3-covered program or project is located, or by similar methods;
- Participated in a HUD program or other program(s) that promotes the training or employment of Section 3 residents;
- Participated in a HUD program or other program(s) that promotes the award of contracts to business(es) that meet the definition of Section 3 business concerns;
- Coordinated with the Youth Build Programs administered in the metropolitan area in which the Section 3 covered project is located; and/or
- Other. Please describe below.



Attachment F
Section 3 Report - GENERAL INSTRUCTIONS
Reporting Period July 1, 2014 through June 30, 2015

1. Who is required to report Section 3 activities

- a) CDBG Recipients (Non-Entitlement Cities and Counties) who have an active CDBG award exceeding \$200,000 and have one of the following activities: Business Assistance, Housing Project – Multi-Family, Public Improvements, Public Improvements in Support of Housing (New Construction), Public Facilities. In addition any of one of the following construction activities: rehabilitation, housing construction, demolition, and other public construction projects - i.e., roads, sewers, community centers, public infrastructure in support of Economic Development project such as new commercial or industrial development, etc.
- b) Contractors and Subcontractors of CDBG Recipients with construction or rehabilitation contracts exceeding \$100,000.

2. Who is not required to report Section 3 activities?

- a) CDBG Recipients with non-construction activities, such as funds used to buy supply or material type contracts.

3. Section 3 Reporting – General Requirements:

- a) A separate Section 3 Report (Attachment F) is required to be filed for each active CDBG award, even if the CDBG Recipient didn't enter into any contracts during the reporting period. For example, if a CDBG Recipient has two active CDBG Standard Agreements for construction and/or rehabilitation activities, it is required to file a separate Section 3 Report for each activity (two Section 3 Reports total).
- b) A Section 3 Report is required to be filed annually for each active CDBG award, including the final fiscal year in which the CDBG Project Completion Report is filed, regardless of whether CDBG funds were expended.
- c) Section 3 applies to the entire covered project or activity regardless of whether the activity was fully or partially funded with covered assistance.
- d) CDBG Recipients will complete the Section 3 Report (Attachment F), while the Contractors and Subcontractors will complete the "Attachment F - Stand-Alone Report." CDBG Recipients will distribute the "Attachment F - Stand-Alone Report" to each Contractor and Subcontractor who has a contract exceeding \$100,000, even if the contract was entered into prior to the reporting period.

EXAMPLE: A CDBG Recipient has an active CDBG award for a rental new construction project.

- > The CDBG Recipient enters into a contract with a General Contractor; and
- > The General Contractor enters into a contract for \$120,000 for plumbing.

Therefore, the CDBG Recipient, the General Contractor, and the plumbing Subcontractor are each required to complete and submit a separate Section 3 Report.

- 4. After construction is completed, contracts related to rental property management are not subject to the Section 3 reporting requirements.

5. What should you report?

Part I: Employment opportunities for Section 3 employees and new hires as a direct result of federally funded Section 3 activities (rehabilitation or new construction). This should include individuals hired by the CDBG Recipient, the General Contractor, and Subcontractors on the job.

Part II: Contracts and subcontracts arising in connection with the construction or rehabilitation of a CDBG-assisted project. Complete the form and answer the questions pertaining to construction and non-construction contracts. Include all contracts, even if the contract amount is less than \$100,000.

Part III: For the CDBG Recipient, General Contractor, and Subcontractors to report their Section 3 efforts and policies.

ALL ANNUAL PERFORMANCE REPORTS (APR), INCLUDING THE "ATTACHMENT F - STAND-ALONE REPORTS" FROM THE THIRD PARTIES, MUST BE RECEIVED VIA EMAIL BY JULY 31, 2015. CDBG Recipients must include their contractors/subcontractors "Attachment F - Stand-Alone Reports" with their completed APR. Please email your completed APR to CDBG@hcd.ca.gov .



HCD HOME

**Attachment F
Section 3 Report - GLOSSARY
Reporting Period July 1, 2014 through June 30, 2015**

| Part IV: Glossary – Section 3 (24 CFR 135.5) | | |
|--|--|--|
| 1 | Employment Opportunities Generated by Section 3 Covered Assistance | Rehabilitation and construction positions pursuant to the activities covered by Section 3, plus management and administrative jobs (including architectural, engineering or related professional services required to prepare plans, drawings, specifications or work write-ups) and jobs directly related to the administrative support of these activities (e.g. construction manager, relocation specialist, payroll clerk, etc.) |
| 2 | Housing and Community Development Assistance | Any financial assistance provided or otherwise made available through a HUD housing or community development program through any grant, loan, loan guarantee, cooperative agreement, or contract, and includes community development funds in the form of CDBGs, and loans guaranteed under Section 108 of the HCD Act of 1974, as amended. HCD assistance does not include financial assistance provided through a contract of insurance or guaranty. |
| 3 | Service Area | The geographical area in which the persons benefiting from the "Section 3 Covered Project" reside. The "Service Area" shall not extend beyond the unit of general local government in which the "Section 3 Covered Assistance" is expended. |
| 4 | New Hires | Full-time employees for permanent, temporary, or seasonal employment opportunities. |
| 5 | Recipient | Any entity which receives "Section 3 Covered Assistance," directly from HUD or from another recipient and includes, but is not limited to, any State, unit of local government, PHA, IHA, Indian tribe, or other public body, public or private non-profit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee or transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which section 3 applies and does not include contractors. |
| 6 | Section 3 Businesses | A business concern that is (1) 51% or more owned by Section 3 residents, (2) whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents, or (3) that provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all sub-contracts to be awarded to business concerns that meet the qualifications of (1) and (2) above. |
| 7 | Section 3 Covered Contract | A contract or subcontract (including a professional service contract) awarded by a HOME Recipient or "Contractor" for work generated by the expenditure of "Section 3 Covered Assistance," or for work arising in connection with a "Section 3 Covered Project." |
| 8 | Section 3 Covered Project | The construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance. |

**Attachment F
Section 3 Report - GLOSSARY
Reporting Period July 1, 2014 through June 30, 2015**

| | | |
|----|------------------------------|---|
| 9 | Section 3 Covered Assistance | Assistance provided under any HUD housing or community development program that is expended for work arising in connection with (i) Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement); (ii) Housing construction; or (iii) Other public construction project (which includes other buildings and improvements, regardless of ownership). |
| 10 | Contractor | Any entity which contracts to perform work generated by the expenditure of "Section 3 Covered Assistance," or for work in connection with a "Section 3 Covered Project." |
| 11 | Subcontractor | Any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to under-take a portion of the contractor's obligation for the performance of work generated by the expenditure of "Section 3 Covered Assistance," or arising in connection with a "Section 3 Covered Project." |
| 12 | Section 3 Resident | - Public housing residents including persons with disabilities. - Low or Very Low Income Families living in the area where is being build or rehabilitated. |
| 13 | Section 3 Trainee | Section 3 residents who were trained in connection with the award. |
| 14 | Numerical Goals | <ul style="list-style-type: none"> ● Training and Employment: you may demonstrate compliance by committing to employ Section 3 residents for 30% of the aggregate number of new hires each year; ● Awarding Contracts: you may demonstrate compliance by committing to award Section 3 business concerns <ul style="list-style-type: none"> ● at least 10% of the total dollar amount of all Section 3-covered construction contracts over \$100,000 (rehabilitation and new construction); and ● at least 3% of the total dollar amount of all Section 3-covered non-construction contracts (i.e., landscaping or professional services contracts such as architectural, environmental, or legal services). |

Biz Loan Summary Sheet FY15

Balanced to Date

| Name | FUND | Balance 7/1/2014 | Balance 9/30/14 | Balance 12/31/14 | Balance 3/31/15 | Balance 06/30/15 | |
|-------------------|------|---------------------|--------------------|---------------------|--------------------|---------------------|-----------|
| Connie's Day Care | 612 | 3,707.31 | 3,707.31 | 3,707.31 | 3,707.31 | 3,584.37 | |
| La Joyeria | 612 | 5,519.35 | 5,020.43 | 4,517.75 | 4,011.31 | 3,501.05 | |
| Angel Garden | 612 | 14,021.09 | 13,560.94 | 13,330.00 | 12,634.31 | 11,939.16 | Fund 612 |
| The Orange Bar | 612 | 11,919.33 | 11,333.37 | 10,743.00 | 10,148.21 | 9,548.93 | 28,573.51 |
| La Hermosa | 873 | 41,920.27 | 41,252.73 | 39,673.38 | 36,992.88 | 35,047.19 | Fund 873 |
| Rene Salazar | 873 | 9,366.37 | 8,467.98 | 8,258.66 | 7,625.96 | 7,480.30 | 42,527.49 |
| Hit Prod | 792 | 540,683.57 | 513,594.93 | 486,302.61 | 458,805.00 | 431,100.72 | Fund 792 |
| Smith/Mann | 669 | 147,722.85 | 140,416.42 | 136,735.69 | 133,036.58 | 0.00 | Fund 669 |
| EL PALMAR | 678 | 40,865.61 | 40,468.44 | 40,468.44 | 40,071.13 | 0.00 | Fund 678 |

| | | | | | |
|-----------------------------------|------------|------------|------------|------------|------------|
| TOTAL O/S NOTES RECEIVABLE | 815,725.75 | 777,822.55 | 743,736.84 | 707,032.69 | 502,201.72 |
|-----------------------------------|------------|------------|------------|------------|------------|

**TOTAL
PRINCIPAL
YTD**

PI QTD

| Name | Fund | 14-Sep | 14-Dec | 15-Mar | 15-Jun | | |
|-------------------|------|-----------|-----------|-----------|------------|------------|----------|
| Connie's Day Care | 612 | 0.00 | 0.00 | 0.00 | 122.94 | 122.94 | |
| La Joyeria | 612 | 498.92 | 502.68 | 506.44 | 510.26 | 2,018.30 | |
| Angel Garden | 612 | 460.15 | 230.94 | 695.69 | 695.12 | 2,081.90 | Fund 612 |
| The Orange Bar | 612 | 585.96 | 590.37 | 594.79 | 599.28 | 2,370.40 | 6,593.54 |
| La Hermosa | 873 | 1,567.54 | 1,616.95 | 1,722.37 | 1,945.69 | 6,852.55 | Fund 873 |
| Rene Salazar | 873 | 831.39 | 209.32 | 632.70 | 212.66 | 1,886.07 | 8,738.62 |
| Hit Prod | 792 | 27,088.64 | 27,292.32 | 27,497.54 | 27,704.28 | 109,582.78 | Fund 792 |
| Smith/Mann | 669 | 7,306.47 | 3,680.69 | 3,699.11 | 133,036.58 | 147,722.85 | Fund 669 |
| EL PALMAR | 678 | 397.17 | 0.00 | 397.31 | 0.15 | 794.63 | Fund 678 |

SUBTOTAL PRINCIPAL PAYMENTS

273,432.42

**TOTAL
INTEREST
YTD**

Interest QTD

| Name | Fund | 14-Sep | 14-Dec | 15-Mar | 15-Jun | | |
|-------------------|------|----------|----------|----------|-----------|-----------|----------|
| Connie's Day Care | 612 | 0.00 | 0.00 | 0.00 | 27.06 | 27.06 | |
| La Joyeria | 612 | 40.15 | 36.39 | 32.61 | 30.08 | 139.23 | |
| Angel Garden | 612 | 69.54 | 33.91 | 98.27 | 93.05 | 294.77 | Fund 612 |
| The Orange Bar | 612 | 87.93 | 83.52 | 79.09 | 74.61 | 325.15 | 786.21 |
| La Hermosa | 873 | 532.46 | 520.65 | 505.73 | 388.61 | 1,947.45 | Fund 873 |
| Rene Salazar | 873 | 129.65 | 30.68 | 87.82 | 27.86 | 276.01 | 2,223.46 |
| Hit Prod | 792 | 3,987.52 | 3,783.85 | 3,578.64 | 14,721.89 | 26,071.90 | Fund 792 |
| Smith/Mann | 669 | 1,449.89 | 697.49 | 679.06 | 0.00 | 2,826.44 | Fund 669 |
| EL PALMAR | 678 | 102.83 | 0.00 | 202.69 | 99.85 | 405.37 | Fund 678 |

SUBTOTAL INTEREST PAYMENTS

32,313.38

TOTAL BIZ LOAN PROGRAM INCOME P&I YTD

305,745.80

| Name | FUND | Balance 7/1/2013 | Balance 6/30/14 | Balance 12/31/14 | Balance 3/31/15 | Balance 06/30/15 |
|-------------------|------|---------------------|--------------------|---------------------|--------------------|---------------------|
| Connie's Day Care | 612 | 4,390.27 | 3,707.31 | 3,707.31 | 3,707.31 | 3,584.37 |

| Payment | Date | | Payment | Principal Paid | Interest Paid | Principal Balance | PI QTD | |
|--------------------|------------|--|---------------|-------------------|------------------|----------------------|--------|--------|
| 1 | 8/2/2013 | | 107.82 | 96.84 | 10.98 | 4,293.43 | | |
| 2 | 8/2/2013 | | 107.81 | 97.08 | 10.73 | 4,196.35 | | |
| 3 | 9/20/2013 | | 107.81 | 97.32 | 10.49 | 4,099.03 | | |
| 4 | 11/15/2013 | | 107.81 | 97.56 | 10.25 | 4,001.47 | | |
| 5 | 12/20/2013 | | 107.81 | 97.81 | 10.00 | 3,903.66 | | SEP-14 |
| 6 | 4/18/2014 | | 107.81 | 98.05 | 9.76 | 3,805.61 | 0 | DEC-14 |
| 7 | 4/15/2014 | | 107.81 | 98.30 | 9.51 | 3,707.31 | 0 | MAR-15 |
| SUBTOTAL FY | | | 754.68 | 682.96 | 71.72 | 3,707.31 | 122.94 | JUN-15 |
| 1 | 4/3/2015 | | 50.00 | 40.73 | 9.27 | 3,666.58 | | |
| 2 | 5/8/2015 | | 50.00 | 40.98 | 9.02 | 3,625.60 | | |
| 3 | 6/5/2015 | | 50.00 | 41.23 | 8.77 | 3,584.37 | | |
| 4 | | | | | | | | |
| 5 | | | | | | | | |
| 6 | | | | | | | | |
| 7 | | | | | | | | |
| 8 | | | | | | | | |
| 9 | | | | | | | | |
| 10 | | | | | | | | |
| SUBTOTAL FY | | | 150.00 | 122.94 | 27.06 | 3,584.37 | | |

| | | | Payments Paid | Princ. Paid | Int. Paid | Balance at June 30th |
|----------------|--|--|------------------|----------------|-----------|-------------------------|
| Principal FY14 | | | 754.68 | 682.96 | 71.72 | 3,707.31 |
| Principal FY15 | | | 150.00 | 122.94 | 27.06 | 3,584.37 |
| Principal FY16 | | | | | | |

**This account holder had to move from the home she had approved for the daycare center so had to close her business; she has no business revenue to apply towards repayment. She is trying to repay the amount and continues to make payments on the account*

| Name | FUND | Balance 7/1/2013 | Balance 6/30/14 | Balance 9/30/14 | Balance 12/31/14 | Balance 3/31/15 | Balance 06/30/15 |
|------------|------|---------------------|--------------------|--------------------|---------------------|--------------------|---------------------|
| La Joyeria | 612 | 7,317.06 | 5,519.35 | 5,020.43 | 4,517.75 | 4,011.31 | 3,501.05 |

| Payment | Date | | Payment | Principal Paid | Interest Paid | Principal Balance | PI QTD | |
|--------------------|----------|--|-----------------|-------------------|------------------|----------------------|--------|--------|
| 1 | 07/10/13 | | 179.69 | 161.4 | 18.29 | 7,155.66 | | |
| 2 | 08/09/13 | | 179.69 | 161.8 | 17.89 | 6,993.86 | | |
| 3 | 09/11/13 | | 179.69 | 162.21 | 17.48 | 6,831.65 | | |
| 4 | 10/09/13 | | 179.69 | 162.61 | 17.08 | 6,669.04 | | |
| 5 | 11/08/13 | | 179.69 | 163.02 | 16.67 | 6,506.02 | 498.92 | SEP-14 |
| 6 | 12/10/13 | | 179.69 | 163.42 | 16.27 | 6,342.60 | 502.68 | DEC-14 |
| 7 | 02/10/14 | | 179.69 | 163.83 | 15.86 | 6,178.77 | 506.44 | MAR-15 |
| 8 | 03/10/14 | | 179.69 | 164.24 | 15.45 | 6,014.53 | 510.26 | JUN-15 |
| 9 | 04/10/14 | | 179.69 | 164.65 | 15.04 | 5,849.88 | | |
| 10 | 05/09/14 | | 179.69 | 165.06 | 14.62 | 5,684.82 | | |
| 11 | 06/10/14 | | 179.68 | 165.47 | 14.21 | 5,519.35 | | |
| SUBTOTAL FY | | | 1,976.58 | 1,797.71 | 178.86 | 5,519.35 | | |
| 1 | 07/10/14 | | 179.69 | 165.89 | 13.80 | 5,353.46 | | |
| 2 | 08/08/14 | | 179.69 | 166.31 | 13.38 | 5,187.15 | | |
| 3 | 09/10/14 | | 179.69 | 166.72 | 12.97 | 5,020.43 | | |
| 4 | 10/10/14 | | 179.69 | 167.14 | 12.55 | 4,853.29 | | |
| 5 | 11/10/14 | | 179.69 | 167.56 | 12.13 | 4,685.73 | | |
| 6 | 12/10/14 | | 179.69 | 167.98 | 11.71 | 4,517.75 | | |
| 7 | 01/09/15 | | 179.68 | 168.39 | 11.29 | 4,349.36 | | |
| 8 | 02/10/15 | | 179.68 | 168.81 | 10.87 | 4,180.55 | | |
| 9 | 03/10/15 | | 179.69 | 169.24 | 10.45 | 4,011.31 | | |
| 10 | 04/10/15 | | 179.69 | 169.66 | 10.03 | 3,841.65 | | |
| 11 | 05/08/15 | | 179.69 | 170.09 | 9.60 | 3,671.56 | | |
| 12 | 06/10/15 | | 179.69 | 170.51 | 9.18 | 3,501.05 | | |
| SUBTOTAL FY | | | 2,156.26 | 2,018.30 | 137.96 | 3,501.05 | | |

S/B 170.51 9.18

| | | | Payments Paid | Princ. Paid | Int. Paid | Balance at June 30th |
|----------------|--|--|------------------|----------------|-----------|-------------------------|
| Principal FY14 | | | 1,976.58 | 1,797.71 | 178.86 | 5,519.35 |
| Principal FY15 | | | 2,156.26 | 2,018.30 | 137.96 | 3,501.05 |
| Principal FY16 | | | | | | |

| Name | FUND | Balance 7/1/2013 | Balance 7/01/14 | Balance 9/30/14 | Balance 12/31/14 | Balance 3/31/15 | Balance 06/30/15 |
|-----------------------|------|---------------------|--------------------|--------------------|---------------------|--------------------|---------------------|
| The Orange Bar | 612 | 14,030.67 | 11,919.33 | 11,333.37 | 10,743.00 | 10,148.21 | 9,548.93 |

| Payment | Date | | Payment | Principal Paid | Interest Paid | Principal Balance | PI QTD | |
|--------------------|------------|--|-----------------|-------------------|------------------|----------------------|--------|--------|
| 1 | 7/1/2013 | | 224.63 | 189.55 | 35.08 | 13,841.12 | | |
| 2 | 9/3/2013 | | 224.63 | 190.03 | 34.60 | 13,651.09 | | |
| 3 | 10/8/2013 | | 224.63 | 190.50 | 34.13 | 13,460.59 | | |
| 4 | 11/5/2013 | | 224.63 | 190.98 | 33.65 | 13,269.61 | | |
| 5 | 12/5/2013 | | 224.63 | 191.46 | 33.17 | 13,078.15 | 585.96 | SEP-14 |
| 6 | 1/6/2014 | | 224.63 | 191.93 | 32.70 | 12,886.22 | 590.37 | DEC-14 |
| 7 | 2/7/2014 | | 224.63 | 192.41 | 32.22 | 12,693.81 | 594.79 | MAR-15 |
| 8 | 3/11/2014 | | 224.63 | 192.90 | 31.73 | 12,500.91 | 599.28 | JUN-15 |
| 9 | 4/2/2014 | | 224.63 | 193.38 | 31.25 | 12,307.53 | | |
| 10 | 5/5/2014 | | 224.63 | 193.86 | 30.77 | 12,113.67 | | |
| 11 | 6/3/2014 | | 224.63 | 194.34 | 30.28 | 11,919.33 | | |
| SUBTOTAL FY | | | 2,470.93 | 2,111.34 | 359.58 | 11,919.33 | | |
| 1 | 7/1/2014 | | 224.63 | 194.83 | 29.80 | 11,724.50 | | |
| 2 | 8/4/2014 | | 224.63 | 195.32 | 29.31 | 11,529.18 | | |
| 3 | 9/5/2014 | | 224.63 | 195.81 | 28.82 | 11,333.37 | | |
| 4 | 10/16/2014 | | 224.63 | 196.30 | 28.33 | 11,137.07 | | |
| 5 | 11/6/2014 | | 224.63 | 196.79 | 27.84 | 10,940.28 | | |
| 6 | 12/2/2014 | | 224.63 | 197.28 | 27.35 | 10,743.00 | | |
| 7 | 1/5/2015 | | 224.63 | 197.77 | 26.86 | 10,545.23 | | |
| 8 | 2/5/2015 | | 224.63 | 198.26 | 26.36 | 10,346.97 | | |
| 9 | 3/13/2015 | | 224.63 | 198.76 | 25.87 | 10,148.21 | | |
| 10 | 4/15/2015 | | 224.63 | 199.26 | 25.37 | 9,948.95 | | |
| 11 | 5/12/2015 | | 224.63 | 199.76 | 24.87 | 9,749.19 | | |
| 12 | 6/10/2015 | | 224.63 | 200.26 | 24.37 | 9,548.93 | | |
| SUBTOTAL FY | | | 2,021.67 | 2,370.40 | 325.15 | 9,548.93 | | |

| | | | Payments Paid | Princ. Paid | Int. Paid | Balance at June 30th |
|----------------|--|--|------------------|-------------|-----------|-------------------------|
| Principal FY14 | | | 2,470.93 | 2,111.34 | 359.58 | 11,919.33 |
| Principal FY15 | | | 2,021.67 | 2,370.40 | 325.15 | 9,548.93 |
| Principal FY16 | | | | | | |

| Name | FUND | Balance 7/1/2014 | Balance 9/30/14 | Balance 12/31/14 | Balance 3/31/15 | Balance 06/30/15 |
|-------------------|------|---------------------|--------------------|---------------------|--------------------|---------------------|
| La Hermosa | 873 | 41,920.27 | 41,252.73 | 39,673.38 | 36,992.88 | 35,047.19 |

| Payment | Date | extra | Payment | Principal Paid | Interest Paid | Principal Balance | PI QTD | |
|----------------------|---|-----------------|-----------------|-------------------|------------------|----------------------|-----------------|--------|
| 1 | 07/09/13 | | 530.33 | 334.27 | 196.06 | 46,718.98 | | |
| 2 | 08/12/13 | 69.67 | 600.00 | 405.34 | 194.66 | 46,313.65 | | |
| 3 | 09/10/13 | 169.67 | 700.00 | 506.74 | 193.26 | 45,806.62 | | |
| 4 | 10/16/13 | | 530.33 | 338.47 | 191.86 | 45,467.15 | | |
| 5 | 11/20/13 | 69.67 | 600.00 | 409.55 | 190.45 | 45,057.60 | | |
| 6 | 12/20/13 | 69.67 | 600.00 | 410.97 | 189.03 | 44,646.63 | 1,567.54 | SEP-14 |
| 7 | 01/13/14 | 69.67 | 600.00 | 412.39 | 187.61 | 44,234.24 | 1,616.95 | DEC-14 |
| 8 | 02/24/14 | 169.67 | 700.00 | 513.82 | 186.18 | 43,720.42 | 1,722.37 | MAR-15 |
| 9 | 03/12/14 | 69.67 | 600.00 | 416.69 | 184.75 | 43,303.73 | 1,945.69 | JUN-15 |
| 10 | 04/10/14 | 169.67 | 700.00 | 516.69 | 183.31 | 42,787.04 | | |
| 11 | 05/19/14 | 169.67 | 700.00 | 518.14 | 181.86 | 42,268.90 | | |
| 12 | 06/18/14 | | 530.33 | 349.92 | 180.41 | 41,918.98 | | |
| SUBTOTAL FY14 | | | 7,390.99 | 5,132.99 | 2,259.44 | 41,920.27 | | |
| Extra Pay ADJ | Reduce Principal | | | | -20.53 | 20.53 | | |
| 1 | 07/14/14 | 69.67 | 600.00 | 351.38 | 178.95 | 41,478.69 | | |
| 2 | 08/20/14 | 169.67 | 700.00 | 352.84 | 177.49 | 40,956.18 | | |
| 3 | 09/12/14 | 269.67 | 800.00 | 354.31 | 176.02 | 40,332.20 | | |
| | 10/10/14 | 269.67 | 800.00 | 354.31 | 176.02 | 39,708.22 | | |
| | 11/18/14 | 169.67 | 700.00 | 357.27 | 173.06 | 39,181.28 | | |
| | 12/19/14 | 69.67 | 600.00 | 358.76 | 171.57 | 38,752.85 | | |
| Extra Pay ADJ | Reduce Principal | | | | | 37.60 | | |
| | Adjusted Balance per the updated amortization schedul | | | | | 38,715.25 | | |
| | 01/20/15 | 69.67 | 600.00 | 360.25 | 170.08 | 38,285.33 | | |
| | 02/10/15 | 269.67 | 800.00 | 361.75 | 168.58 | 37,653.91 | | |
| | 03/16/15 | 269.67 | 800.00 | 363.26 | 167.07 | 37,020.98 | | |
| Extra Pay ADJ | Reduce Principal | | | | | 28.10 | | |
| | 04/14/15 | 269.67 | 800.00 | 376.20 | 154.13 | 36,347.01 | | |
| | 05/15/15 | 269.67 | 800.00 | 378.89 | 151.44 | 35,698.45 | | |
| | 06/03/15 | 269.67 | 800.00 | 381.59 | 148.74 | 35,047.19 | | |
| SUBTOTAL FY | | 2,436.04 | 8,800.00 | 4,350.81 | 2,013.15 | 35,047.19 | 6,852.55 | |
| | | | | 65.70 | -65.70 | | | |

Adjustments to Principal & Interest per Amortization

| | | | Payments Paid | Princ. Paid | Int. Paid | Balance at June 30th |
|----------------|--|--|------------------|-------------|-----------|-------------------------|
| Principal FY14 | | | 7,390.99 | 5,132.99 | 2,259.44 | 41,900.74 |
| Principal FY15 | | | 8,800.00 | 6,852.55 | 1,947.45 | 35,047.19 |
| Principal FY16 | | | | | | |

| Name | FUND | Balance 7/1/2013 | Balance 6/30/14 | Balance 9/30/14 | Balance 12/31/14 | Balance 3/31/15 | Balance 06/30/15 |
|---------------------|------|---------------------|--------------------|--------------------|---------------------|--------------------|---------------------|
| Rene Salazar | 873 | 10,654.71 | 9,366.37 | 8,534.98 | 8,325.66 | 7,692.96 | 7,480.30 |

| Payment | Date | | Payment | Principal Paid | Interest Paid | Principal Balance | PI QTD | |
|--------------------|----------|--|-----------------|-------------------|------------------|----------------------|--------|--------|
| 1 | 07/01/13 | | 160.00 | 121.11 | 38.89 | 10,533.60 | | |
| 2 | 07/30/13 | | 90.00 | 52.46 | 37.54 | 10,481.14 | | |
| 3 | 08/23/13 | | 190.00 | 151.78 | 38.22 | 10,329.36 | | |
| 4 | 09/16/13 | | 240.00 | 203.13 | 36.87 | 10,126.23 | | |
| 5 | 11/05/13 | | 120.00 | 83.81 | 36.91 | 10,042.42 | | |
| 6 | 12/03/13 | | 200.00 | 200.00 | 0.00 | 9,842.42 | 831.39 | SEP-14 |
| 7 | 02/07/14 | | 100.00 | 64.49 | 35.51 | 9,777.93 | 209.32 | DEC-14 |
| 8 | 03/07/14 | | 240.00 | 205.18 | 34.82 | 9,572.75 | 632.70 | MAR-15 |
| 9 | 05/15/14 | | 240.52 | 206.38 | 34.14 | 9,366.37 | 212.66 | JUN-15 |
| SUBTOTAL FY | | | 1,580.52 | 1,288.34 | 292.90 | 9,366.37 | | |
| 1 | 07/02/14 | | 481.04 | 414.83 | 66.21 | 8,951.54 | | |
| 2 | 07/15/14 | | 480.00 | 416.56 | 63.44 | 8,534.98 | | |
| 3 | 10/06/14 | | 240.00 | 209.32 | 30.68 | 8,325.66 | | |
| 4 | 01/09/15 | | 240.00 | 210.02 | 29.98 | 8,115.64 | | |
| 5 | 01/30/15 | | 240.52 | 211.25 | 29.27 | 7,904.39 | | |
| 6 | 03/12/15 | | 240.00 | 211.43 | 28.57 | 7,692.96 | | |
| 7 | 06/25/15 | | 240.52 | 212.66 | 27.86 | 7,480.30 | | |
| SUBTOTAL FY | | | 2,162.08 | 1,886.07 | 276.01 | 7,480.30 | | |

| | | | Payments Paid | Princ. Paid | Int. Paid | Balance at June 30th |
|----------------|--|--|------------------|----------------|-----------|-------------------------|
| Principal FY14 | | | 1,580.52 | 1,288.34 | 292.90 | 9,366.37 |
| Principal FY15 | | | 2,162.08 | 1,886.07 | 276.01 | 7,480.30 |
| Principal FY16 | | | | | | |

| Name | FUND | Balance 7/1/2014 | Balance 9/30/14 | Balance 12/31/14 | Balance 3/31/15 | Balance 06/30/15 | |
|----------|------|---------------------|--------------------|---------------------|--------------------|---------------------|-----------------------|
| Hit Prod | 792 | 540,683.50 | 513,594.86 | 486,302.54 | 458,805.00 | 431,100.72 | 647031.56 7/1/2013 |

| Payment | Date | | Payment | Principal Paid | Interest Paid | Principal Balance | PI QTD | |
|--------------------|----------|--|-------------------|-------------------|------------------|----------------------|------------|--------|
| 1 | 07/19/13 | | 10,358.72 | 8,741.14 | 1,617.58 | 638,290.42 | | |
| 2 | 08/19/13 | | 10,358.72 | 8,763.00 | 1,595.73 | 629,527.42 | | |
| 3 | 09/20/13 | | 10,358.72 | 8,784.90 | 1,573.82 | 620,742.52 | | |
| 4 | 10/21/13 | | 10,358.72 | 8,806.86 | 1,551.86 | 611,935.66 | | |
| 5 | 11/19/13 | | 10,358.72 | 8,828.88 | 1,529.84 | 603,106.78 | 27,088.64 | SEP-14 |
| 6 | 12/20/13 | | 10,358.72 | 8,850.95 | 1,507.77 | 594,255.83 | 27,292.32 | DEC-14 |
| 7 | 01/22/14 | | 10,358.72 | 8,873.08 | 1,485.64 | 585,382.75 | 27,497.54 | MAR-14 |
| 8 | 02/25/14 | | 10,358.72 | 8,895.26 | 1,463.46 | 576,487.49 | 27,704.28 | JUN-14 |
| 9 | 03/21/14 | | 10,358.72 | 8,917.50 | 1,441.22 | 567,569.99 | | |
| 10 | 04/21/14 | | 10,358.72 | 8,939.80 | 1,418.92 | 558,630.19 | | |
| 11 | 05/20/14 | | 10,358.72 | 8,962.14 | 1,396.58 | 549,668.05 | | |
| 12 | 06/23/14 | | 10,358.72 | 8,984.55 | 1,374.17 | 540,683.50 | | |
| SUBTOTAL FY | | | 124,304.64 | 106,348.06 | 10,087.76 | 540,683.50 | | |
| jul | 07/21/14 | | 10,358.72 | 9,007.01 | 1,351.71 | 531,676.49 | | |
| aug | 08/21/14 | | 10,358.72 | 9,029.53 | 1,329.19 | 522,646.96 | | |
| se | 09/22/14 | | 10,358.72 | 9,052.10 | 1,306.62 | 513,594.86 | | |
| oct | 10/20/14 | | 10,358.72 | 9,074.73 | 1,283.99 | 504,520.13 | | |
| mpv | 11/19/14 | | 10,358.72 | 9,097.42 | 1,261.30 | 495,422.71 | | |
| dec | 12/22/14 | | 10,358.72 | 9,120.17 | 1,238.56 | 486,302.54 | | |
| jan | 01/22/15 | | 10,358.72 | 9,142.97 | 1,215.76 | 477,159.57 | | |
| fe | 02/24/15 | | 10,358.72 | 9,165.83 | 1,192.90 | 467,993.74 | | |
| mar | 03/23/15 | | 10,358.72 | 9,188.74 | 1,169.98 | 458,805.00 | | |
| apr | 04/21/15 | | 10,358.72 | 9,211.71 | 1,147.01 | 449,593.29 | | |
| mua | 05/22/15 | | 10,358.72 | 9,234.74 | 1,123.98 | 440,358.55 | | |
| jun | 06/23/15 | | 10,358.72 | 9,234.74 | 1,123.98 | 431,123.81 | | |
| SUBTOTAL FY | | | 113,945.92 | 109,559.69 | 14,744.98 | 431,100.72 | 109,582.78 | |
| | | | | 23.09 | -23.09 | | | |

Adjustment to correct Principal vs Interest

| | | | Payments Paid | Princ. Paid | Int. Paid | Balance at June 30th |
|----------------|--|--|---------------|-------------|-----------|-------------------------|
| Principal FY14 | | | 124,304.64 | 106,348.06 | 10,087.76 | 540,683.50 |
| Principal FY15 | | | 113,945.92 | 109,582.78 | 14,721.89 | 431,100.72 |
| Principal FY16 | | | | | | |

| Name | FUND | Balance 7/1/2013 | Balance 7/01/14 | Balance 9/30/14 | Balance 12/31/14 | Balance 3/31/15 | Balance 06/30/15 |
|------------|------|---------------------|--------------------|--------------------|---------------------|--------------------|---------------------|
| Smith/Mann | 669 | 167,443.41 | 147,722.85 | 140,416.38 | 136,735.69 | 133,036.63 | 0.00 |

| Payment | Date | | Payment | Principal Paid | Interest Paid | Principal Balance | PI QTD | |
|--------------------|----------|--|-------------------|-------------------|------------------|----------------------|------------|--------|
| 1 | 07/18/13 | | 2,189.09 | 1,770.48 | 418.61 | 165,672.93 | | |
| 2 | 08/20/13 | | 2,189.09 | 1,774.91 | 414.18 | 163,898.02 | | |
| 3 | 09/20/13 | | 2,189.09 | 1,779.34 | 409.75 | 162,118.68 | | |
| 4 | 10/17/13 | | 2,189.09 | 1,783.79 | 405.30 | 160,334.89 | | |
| 5 | 11/19/13 | | 2,189.09 | 1,788.25 | 400.84 | 158,546.64 | | |
| 6 | 01/17/14 | | 2,189.09 | 1,792.72 | 396.37 | 156,753.92 | 7,306.47 | SEP-14 |
| 7 | 02/25/14 | | 2,189.09 | 1,797.21 | 391.88 | 154,956.71 | 3,680.69 | DEC-14 |
| 8 | 03/04/14 | | 2,189.09 | 1,801.70 | 387.39 | 153,155.01 | 3,699.11 | MAR-15 |
| 9 | 04/17/14 | | 2,189.09 | 1,806.20 | 382.89 | 151,348.81 | 133,036.58 | JUN-15 |
| 10 | 05/02/14 | | 2,189.09 | 1,810.72 | 378.37 | 149,538.09 | | |
| 11 | 06/20/14 | | 2,189.09 | 1,815.24 | 373.85 | 147,722.85 | | |
| SUBTOTAL FY | | | 24,079.99 | 19,720.56 | 4359.43 | 147,722.85 | | |
| Jul-14 | 07/03/14 | | 2,189.09 | 1,819.78 | 369.31 | 145,903.07 | | |
| Aug-14 | 08/04/14 | | 2,189.09 | 1,824.33 | 364.76 | 144,078.74 | | |
| Sep-14 | 09/17/14 | | 2,189.09 | 1,828.89 | 360.2 | 142,249.85 | | |
| Oct-14 | 10/31/14 | | 2,189.09 | 1,833.47 | 355.62 | 140,416.38 | | |
| Nov-14 | 11/19/14 | | 2,189.09 | 1,838.05 | 351.04 | 138,578.33 | | |
| Dec-14 | 12/30/14 | | 2,189.09 | 1,842.64 | 346.45 | 136,735.69 | DEC End | |
| Jan-15 | 02/03/15 | | 2,189.09 | 1,847.25 | 341.84 | 134,888.44 | | |
| Feb-15 | 03/02/15 | | 2,189.09 | 1,851.86 | 337.22 | 133,036.58 | | |
| Mar-15 | 4/2/2015 | | 2,189.09 | 1,856.50 | 332.59 | 131,180.08 | | |
| Apr-15 | | | | | | | | |
| May-15 | 05/06/15 | | 131,508.03 | 131,180.08 | 327.95 | 0.00 | | |
| Jun-15 | | | | | | | | |
| SUBTOTAL FY | | | 151,209.84 | 147,722.85 | 3,486.98 | 131,180.08 | 147,722.85 | |

| | | | Payments Paid | Princ. Paid | Int. Paid | Balance at June 30th |
|----------------|--|--|------------------|-------------|-----------|-------------------------|
| Principal FY14 | | | 24,079.99 | 19,720.56 | 4,359.43 | 147,722.85 |
| Principal FY15 | | | 151,209.84 | 147,722.85 | 3,486.98 | 0.00 |
| Principal FY16 | | | | | | |

**This account holder sold the business and paid off the note in full 5/06/15*

| Name | FUND | Balance 7/1/2013 | Balance 7/01/14 | Balance 9/30/14 | Balance 12/31/14 | Balance 3/31/15 | Balance 06/30/15 |
|-----------|------|---------------------|--------------------|--------------------|---------------------|--------------------|---------------------|
| EL PALMAR | 678 | 42,444.40 | 40,865.61 | 40,468.44 | 40,468.44 | 40,071.13 | 0.00 |

| Payment | Date | | Payment | Principal Paid | Interest Paid | Principal Balance | PI QTD | |
|-------------|----------|--|----------|-------------------|------------------|----------------------|--------|---------------------|
| 1 | 07/30/13 | | 500.00 | 393.22 | 106.78 | 42,051.18 | | |
| 2 | 11/27/13 | | 500.00 | 396.18 | 103.82 | 41,655.00 | | |
| 3 | 11/27/13 | | 500.00 | 395.19 | 104.81 | 41,259.81 | | |
| 4 | 11/27/13 | | 500.00 | 394.20 | 105.80 | 40,865.61 | | |
| SUBTOTAL FY | | | 2,000.00 | 1,578.79 | 421.21 | 40,865.61 | | |
| 1 | 08/05/14 | | 500.00 | 397.17 | 102.83 | 40,468.44 | 397.17 | SEP-14 |
| 2 | 03/05/15 | | 400.00 | 298.16 | 101.84 | 40,170.28 | 0 | DEC-14 |
| 3 | 03/24/15 | | 200.00 | 99.15 | 100.85 | 40,071.13 | 397.31 | MAR-15 |
| 4 | 04/09/15 | | 100.00 | 0.15 | 99.85 | 40,070.98 | 0.15 | JUN-15 |
| 5 | | | | | | | | |
| 6 | | | | | | | | |
| 7 | | | | | | | | |
| 8 | | | | | | | | |
| 9 | | | | | | | | |
| 10 | | | | | | | | |
| 11 | | | | | | | | |
| SUBTOTAL FY | | | 1,200.00 | 794.63 | 405.37 | 0 | 794.63 | 397.46 PI - FY15 |

| | | | Payments Paid | Princ. Paid | Int. Paid | Balance at June 30th |
|---------------------|--|--|------------------|-------------|-----------|-------------------------|
| Principal FY14 | | | 2,000.00 | 1,578.79 | 421.21 | 40,865.61 |
| Principal FY15 | | | 1,200.00 | 794.63 | 405.37 | 40,070.98 |
| Bad Debt Adjustment | | | | 40,070.98 | | 0 |

**This account holder has closed the business and has no means to repay the loan - It will be written off as Bad Debt and removed from the General Ledger and all reports eff 6/30/15*

| Name | FUND | Balance 7/1/2013 | Balance 6/30/14 | Balance 09/30/14 | Balance 12/31/14 | Balance 3/31/15 | Balance 06/30/15 |
|------------------|------|---------------------|--------------------|---------------------|---------------------|--------------------|---------------------|
| The Lofts | 720 | 388,300.00 | 385,470.00 | 383,970.00 | 383,970.00 | 382,570.00 | 382,570.00 |

Community Loan for LMI Housing - 6-Unit Low-Income Apartment Project - Sub-recipient: Cookie & Jennifer Rios

| Payment | Date | | Payment | Principal Paid | Int/Penalty Paid | Principal Balance | PI QTD | |
|----------------------|----------|-------------|-----------------|-------------------|---------------------|----------------------|----------|--------|
| 1 | 07/30/13 | | 400.00 | 400.00 | 0 | 387,900.00 | | |
| 2 | 10/18/13 | | 600.00 | 600.00 | 0 | 387,300.00 | | |
| 3 | 11/20/13 | | 400.00 | 400.00 | 0 | 386,900.00 | | |
| 4 | 02/05/14 | | 600.00 | 500.00 | 0.00 | 386,400.00 | | |
| 5 | 03/24/14 | | 700.00 | 700.00 | 0.00 | 385,700.00 | | |
| 6 | 05/28/14 | | 300.00 | 230.00 | 70 | 385,470.00 | 1,500.00 | SEP-14 |
| SUBTOTAL FY14 | | | 3,000.00 | 2,830.00 | 70 | 385,470.00 | 0.00 | DEC-14 |
| 1 | 07/02/14 | Jun/Jul | 600.00 | 600.00 | 0 | 384,870.00 | 1,400.00 | MAR-15 |
| 2 | 09/10/14 | Aug/Sep/Oct | 900.00 | 900.00 | 0 | 383,970.00 | 0.00 | JUN-15 |
| 3 | 01/08/15 | Nov/Dec/Jan | 1,000.00 | 1,000.00 | 0 | 382,970.00 | | |
| 4 | 03/05/15 | 15-Feb | 400.00 | 400.00 | 0 | 382,570.00 | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| SUBTOTAL FY15 | | | 2,900.00 | 2,900.00 | 0.00 | 382,570.00 | | |
| | | | | | | | | |
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| | | | Payments Paid | Princ. Paid | Int. Paid | Balance at June 30th |
|----------------|--|--|------------------|-------------|-----------|-------------------------|
| Principal FY14 | | | 3,000.00 | 2,830.00 | 70.00 | 385,470.00 |
| Principal FY15 | | | 2,900.00 | 2,900.00 | 0.00 | 382,570.00 |
| Principal FY16 | | | | | | |



AGENDA ITEM

Date: July 28, 2015
To: Mayor Padilla-Villarreal & Council
From: Bill Zigler, Interim City Manager
Re: Animal Shelter Services Agreement

TYPE:

- Public Hearing
- Ordinance
- Consent Calendar**
- Action Item
- Report Only

Information:

Previously Negotiated Animal Shelter Services Agreement between the City of Lindsay and the City of Porterville.

Recommendation:

Staff is requesting minute order approval of the agreement.

Attachments:

Agreement for Animal Shelter Services

**AGREEMENT FOR
ANIMAL SHELTER SERVICES**

THIS AGREEMENT is made and entered into the 1st day of July, 2015, between the City of Porterville hereinafter referred to as "Porterville" and the City of Lindsay, hereinafter referred to as "Lindsay."

WITNESSETH

WHEREAS, Porterville has assumed control over the Animal Shelter facility located at 23611 Road 196, Lindsay, CA, and is operating said facility for purposes of sheltering animals in accordance with the laws of the State of California; and

WHEREAS, Lindsay has determined that it is in the best interest of Lindsay to contract with Porterville for the sheltering of animals picked up in Lindsay; and

WHEREAS, pursuant to Government Code Section 51301, Porterville is authorized to contract with Lindsay and Lindsay is authorized to contract with Porterville for the performance by appropriate Porterville officers and employees of Lindsay functions; and

NOW, THEREFORE, IT IS AGREED as follows:

1. ANIMAL SHELTER SERVICES

- A. Shelter Facility Care: Porterville shall maintain a humane and sanitary animal shelter that complies with all Federal, State and County statutes and regulations. This facility shall be suitable for the safe sheltering and proper care of all dogs, cats and other animals (wild or domestic) which may be impounded, or otherwise come into the custody of Lindsay, pursuant to the provisions of the Lindsay

Municipal Code, or other regulation. After receipt of an animal at the shelter facility, animals requiring veterinary observation or treatment may be taken to a veterinary facility of Porterville's choice and Lindsay shall incur all associated costs for such care and impoundment. Animals that are deemed sick or injured prior to being housed at the shelter will not be accepted until such time they have been treated by a veterinarian and cleared for sheltering. Lindsay will be responsible for all costs related to follow up care and medication. Animals subject to quarantine away from the owner's premises shall be sheltered in facilities approved by the County Health Officer pursuant to State rabies control statutes and regulations.

B. Holding Period: Animals impounded by Lindsay shall be held for redemption for the minimum period required by statute; however, Porterville reserves the right to euthanize any sick or injured animal before the expiration of the minimum holding period upon the recommendation of a veterinarian, or when otherwise authorized by statute. Animals held as evidence in a criminal investigation or prosecution shall be held until released by the investigating officer, prosecutor, or a court order. Time of impoundment for the purpose of this agreement shall begin when an animal arrives at the shelter, or in the case of an animal impounded at a veterinary kennel or other premises, when notice describing the animal and the circumstances of its impoundment is received by staff at the shelter.

C. Disposition of Impounded Animals: Lindsay's right to custody of any animal impounded for the minimum period required by this agreement shall pass to Porterville upon the expiration of said period and Lindsay shall thereafter have no

responsibility for the care or the costs of sheltering of said animal. After expiration of said period, and after giving any notice required by law, Porterville in its sole discretion, may hold the animal for a longer period, or may place the animal for adoption, release to a Rescue Group or may dispose of the animal.

D. Dead Animals: Porterville shall provide for the safe and sanitary disposal of all dead animals coming into its possession and of all animals destroyed by Porterville pursuant to the terms of this agreement.

E. Other Animal Control Services: This service agreement provides solely for the sheltering of animals picked up in Lindsay, by Lindsay employees. This agreement does not provide for Porterville to provide any other animal control services to Lindsay. Additionally, Porterville will not provide for the licensing of animals belonging to Lindsay residents, and Porterville will not serve as Hearing Officer for Lindsay on vicious animal complaints and hearings. Lindsay will be responsible for written notification of hearing dispositions or other actions associated with animals brought into the shelter in order to ensure that animals are held the appropriate amount of time and are not held for excessive amounts of time. Porterville will work cooperatively with Lindsay staff in an effort to identify the owners of any animal brought into the facility and assist in taking action to reunite an animal with the rightful owners.

F. Hours of Operation: Porterville shall provide suitable office hours at the animal shelter facility for the convenience of Lindsay residents seeking to reclaim their animals. Porterville will staff the facility and receive animals from Lindsay on

Monday through Saturday, between the hours of 9:00 a.m. to 5:00 p.m., excluding holidays; however, the days or hours of operation of the shelter are subject to change as Porterville deems necessary. The shelter facility will be open to the public during these days and hours.

2) VETERINARIAN CARE

In providing care for any animal coming into its possession pursuant to this agreement, Porterville's decision to obtain veterinary services, Porterville's selection of a veterinarian, and Porterville's approval of veterinary fees for care and treatment of the animal, shall be final.

3) RECORDS

Porterville shall keep appropriate records and statistics regarding all services performed under this agreement. Lindsay may inspect and receive copies of said records upon request.

4) HOLD HARMLESS

Porterville shall hold harmless, defend and indemnify Lindsay, its officers, agents, and employees from and against any liability, claims, action, cost, damage, or losses for injury, including death, to any person, or damage to any property arising out of Porterville's activities under this agreement. Lindsay shall hold harmless, defend, and indemnify Porterville, its officers, agents, and employees from and against any liability claims, actions, cost, damages or losses for injury, including death, to any person or damage to any property arising out of Lindsay's activities under this agreement.

6) CHARGE FOR SERVICES

As consideration for Porterville carrying out the obligations and responsibilities as specified in this agreement, Lindsay agrees to compensate Porterville pursuant to the following fees for the listed action:

A. Sheltering Service:

- | | |
|--------------------------------------|-------------------------|
| 1. Dog or Cat | \$35.00 per impoundment |
| 2. Dog or Cat (Quarantine) | \$50.00 per impoundment |
| 3. Evidence Fowl | \$6.00 per day |
| 4. Horse, Cow, Goat, etc. | \$10.00 per day |
| 5. Protective Custody/ Evidence Hold | \$7.00 per day |
| 6. Other Evidence Hold | \$8.00 per day |
| 7. Dead Animal Disposal | \$7.00 per animal |

B. Veterinary Services: Lindsay shall reimburse Porterville for the cost of all veterinary services rendered for the examination and treatment of animals coming into Porterville's possession pursuant to the provisions of this agreement within thirty (30) days of receipt of an itemized bill. Veterinary services will be engaged for any animal in Porterville's possession when it is deemed to be in need of such services.

7) NOTICES

Any notice to be given in accordance with the provisions of this Agreement shall be in writing and shall be served either by personal delivery or by first class mail, postage prepaid, and addressed as listed below:

City of Porterville
Attn: John Lollis, City Manager
291 North Main Street
Porterville, CA 93257

City of Lindsay *William Zigler*
Attn: ~~Tamara Laken, Acting City Manager~~
251 East Honolulu Street *Interim*
Lindsay, CA 93247

IN WITNESS WHEREOFF, the parties hereto have executed this Agreement as of the day and year first above written.

FOR THE CITY OF PORTERVILLE
Milt Stowe

Milt Stowe, Mayor
J D L

John D. Lollis, City Manager

June 16, 2015

Date
06/16/15

Date

FOR THE CITY OF LINDSAY

Ramona Villarreal-Padilla, Mayor

Date

~~Tamara Laken, Acting City Manager~~

Date

WILLIAM ZIGLER
INTERIM CITY MANAGER

EMPLOYMENT AGREEMENT

**EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF LINDSAY AND WILLIAM ZIGLER**

WHEREAS, the City of Lindsay, hereafter referred to as “City” desires to hire William Zigler (“Zigler”), as its Interim City Manager;

WHEREAS, Zigler, desires to be employed as the Interim City Manager of the City of Lindsay;

WHEREAS, it is the desire and intent of the parties to create an Employment Agreement;

WHEREAS, the City desires to employ the services of Zigler, as Interim City Manager of the City as provided by Section 4.01 of the Charter of the City of Lindsay;

WHEREAS, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment and to set working conditions of the Interim City Manager; and

WHEREAS, it is the desire of the City Council to:

- (1) Secure and retain the services of the Interim City Manager and provide inducement for him to remain in such employment;
- (2) To make possible full work productivity by assuring the Interim City Manager’s morale and peace of mind with respect to future security; and
- (3) To provide a just means for terminating the Interim City Manager’s services at such time as he may be unable to discharge his duties or when the City may desire to otherwise terminate his employment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree to enter into this Employment Agreement, as follows:

Section 1. Compensation.

Commencing July 14, 2015, and thereafter, City agrees to employ and pay the Interim City Manager at the rate of five percent (5%) per month above his base salary as Planning and Economic Development Director, as compensation for the retention of the above mentioned services, and such compensation thereafter as the City Council may, from time to time, determine. Said compensation shall be paid at the same times and in the same manner as other employees of the City are paid. The City Council shall additionally allow the Interim City Manager to maintain his position as Planning and Economic Development Director, as authorized in Section 7.01(E) of the Lindsay Municipal Charter.

Section 2. Term of Service.

The Interim City Manager’s term of employment shall be indefinite. Nothing in this Employment Agreement shall prevent, limit or otherwise interfere with the right of the City

Council to terminate the services of the Interim City Manager at any time. The Interim City Manager may be removed by a majority vote of the total City Council Members. Before voluntarily resigning his position, the Interim City Manager agrees to give the City Council at least one (1) months' notice in writing of his intention to resign stating the reasons therefore. It is specifically noted and agreed that Interim City Manager's employment with the City is in an "at will" capacity and as such, he may be terminated at any time, with or without cause. Any termination of Interim City Manager shall be made by giving him written notice ten (10) days in advance.

As this contract is for an interim position, should Zigler resign or be replaced by the Council, Zigler shall have the option to resume his duties solely as Planning and Economic Development Director, and serve out the original terms of the contract entered therefore.

Section 3. Dues, Travel and Conferences.

The City hereby agrees to annually budget and allocate sufficient funds to pay for the dues and expenses of the Interim City Manager's necessary travel and living while representing the City at the Annual League of California Cities Conference, conferences of the City Manager's Department of the League of California Cities and conferences or meetings of state committees or commissions upon which the Manager serves as a member, said membership on said committees or commissions being subject to the approval of the Council, and for such other official conferences, meetings and/or travel as are reasonably necessary for the Interim City Manager to carry out his professional responsibilities as the appointed executive of the City.

Section 4. Regular Benefits.

All provisions of the City Charter and Code and Rules and Regulations of the City relating to vacation, sick leave, retirement and pension system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended shall apply to the Interim City Manager as they would to other management employees of the City, in addition to any other benefits enumerated herein specifically for the benefit of the Interim City Manager, except as otherwise provided in this Employment Agreement.

Section 5. Supplemental Benefits.

In addition to the regular benefit provided for in Section 4 herein above, the Interim City Manager shall be entitled to the following supplemental benefits:

- a. He shall be enrolled in the PERS retirement system and the City shall pay the employer's and the employee's required contributions to said Program; however in the event employer's and/or employee's contributions increase, Interim City Manager shall pay the increase to the extent it can be attributed to the employee's portion of required contributions.
- b. He shall be entitled to participate in the City employee's deferred compensation program, receiving a maximum contribution of 7.5% of his annual salary by the City;
- c. Interim City Manager shall accrue, and have credited to his personal account, vacation and sick leave at the same rate as other upper management level

employees. Interim City Manager may not accrue more than 300 hours combined vacation and administrative leave annually. Interim City Manager must take or forfeit any hour accrued above the 300 hour limit. Annual leave pay-outs shall be allowed only for hours in excess of 200;

- d. The City shall pay for Interim City Manager's monthly cellular telephone service; provided that he shall be available and accessible to City Council Members by means of these communication devices seven (7) days a week, twenty four (24) hours a day, unless he has first otherwise notified the Council of his unavailability for an approved reason or basis.

Section 6. General Expenses.

The City recognizes that certain expenses of a non-personal job related nature will be incurred by the Interim City Manager while on City business. Such expenses include, but are not limited to, meals with potential tenants, developers, representatives of businesses interested in locating in the City, or already located in the City, and other federal, state and local agency officials. The City agrees to reimburse or to pay said general expenses to the extent legally permitted and the Finance Director is hereby authorized to disperse such money upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits. Such receipts and supporting documentation shall be made available to the Mayor and City Council, and the City Council may designate one of its members or another individual to audit the Interim City Manager's expenses. The Interim City Manager shall provide the City Council with all of his expense and reimbursement records for each year prior to his annual performance evaluation.

Section 7. Automobile Allowance.

The City agrees to provide the Interim City Manager with a vehicle allowance in the amount of \$400.00 per month, plus reimbursement for 2 tanks of gas per month. This allowance shall not be considered part of Interim City Manager's salary for the purposes of PERS final compensation.

Section 8. Civic Club Membership.

The City recognizes the desirability of representation in and before local civic and other organizations and the Interim City Manager is authorized to become a member of such club(s) and organization(s). City shall pay related and reasonable expenses thereto and allow the Interim City Manager to participate on City time.

Section 9. Other Terms and Conditions of Employment.

The parties shall, by amendment to this Employment Agreement, fix such other terms and conditions of employment from time to time as may be determined relating to the performance of the Interim City Manager of the City, provided such terms and conditions are not inconsistent or in conflict with the provisions of this Employment Agreement or City Charter.

Section 10. General Provisions.

If a provision or any portion thereof contained in this Employment Agreement is held to

be unconstitutional, invalid or unenforceable, the remainder of this Employment Agreement or portion thereof shall be deemed to be severable, shall not be affected and shall remain in full force and effect. This Employment Agreement supersedes any and all prior Employment Agreements between the parties. This Employment Agreement is entered in to and is to be performed in Tulare County, California.

Dated this 14th day of July, 2015.

CITY OF LINDSAY

INTERIM CITY MANAGER

Ramona Villarreal-Padilla
Mayor of the City of Lindsay

William Zigler

ATTEST:

Carmela Wilson
City Clerk and Clerk of the Council of the City
of Lindsay

APPROVED AS TO FORM:

GRISWOLD, LaSALLE, COBB,
DOWD & GIN, LLP

MARIO U. ZAMORA
City Attorney

PUBLIC HEARING PROCEDURES

The following rules shall apply:

1. OPEN the public hearing.
2. PROPONENTS (those in favor). The Council may ask questions of the proponents and they may respond.
3. OPPONENTS (those against). The Council may ask questions of the opponents and they may respond.
4. REBUTTAL each side.
5. FURTHER QUESTIONS from Council, but the parties may not engage in further debate.
6. CLOSE the public hearing.
7. COUNCIL DISCUSSION.
8. MOTION (if necessary).
9. COUNCIL VOTE.



DATE : July 28, 2015
TO : Mayor Padilla and City Council Members
FROM : Mike Camarena, City Services Director
RE : 2015-2016 Landscape & Lighting Assessment District (LLAD) Renewal,
Sierra Vista Estates

Every year, the Engineer of Work (State Approved Title) is ordered to prepare the report for the upcoming Fiscal Year in accordance with Article 4, Division 15, of the Streets and Highways Code, "Landscaping and Lighting Act of 1972" of the State of California.

Once this resolution is approved the Engineer will begin the report preparation where it will outline the budgeted expenses for the present fiscal year, the actual expenses through May, and the projected expenses for the upcoming fiscal year. Each year there are adjustments made due to increases and/or actual expenses.

At the last Council meeting there were questions regarding the increase in assessment (from \$10 per year to the proposed \$56 per year). The reason for the proposed increase is that the City provides for the weed abatement in the district twice per year and minor maintenance as needed. Compared to the 2014-2015 year, the proposed assessment increase is to cover this cost.

Recommendation:

At this time, staff respectfully requests the City Council to approve the following resolution authorizing the Engineer to start the assessment process

1. Engineers Report for Sierra Vista Estates;
2. Resolution No. 15-38. Ordering the preparation of an engineer's report for Landscape and Lighting Maintenance Districts for Fiscal Year 2015-2016, Sierra Vista Estates

Attachments:

Resolution No. 15-38

Sierra Vista Estates

ENGINEER'S REPORT FOR ASSESSMENT DISTRICT 07-01

Maintenance cost breakdown based on 19 lots with an estimated maint. Area of 22,200 square feet.

| COUNTY FEES | Projected 2007-2008 | | | 2007-2008 | 2008-2009 | 2009-2010 | 2010-2011 | 2011-2012 | 2012-2013 | 2013-2014 | 2014-2015 | 2015-2016 | Projected | | | |
|---|---------------------|--------------|-------------|-------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|--------------|--------------|-------------|
| | 19 | \$ | \$ | | | | | | | | | | 19 | \$ | \$ | |
| Assessment Fee | 19 | \$ 1.00 | \$ 19.00 | | | | | | | | | | 19 | \$ 1.00 | \$ 19.00 | |
| Roll Corrections | 1 | \$ 25.00 | \$ 25.00 | | | | | | | | | | 1 | \$ 25.00 | \$ 25.00 | |
| Reporting Fee | 1 | \$ 200.00 | \$ 200.00 | | | | | | | | | | 1 | \$ 200.00 | \$ 200.00 | |
| TOTAL | | | \$ 244.00 | | | | | | | | | | | | \$ 244.00 | |
| CITY COSTS | | | | | | | | | | | | | | | | |
| Engineering | | \$ per hr | # hr | | | | | | | | | | | \$ per hr | # hr | |
| Office Support Staff | | \$ 33.34 | 8 | \$ 266.72 | | | | | | | | | | \$ 33.34 | 8 | \$ 266.68 |
| City Services Director | | \$ 82.99 | 5 | \$ 414.95 | | | | | | | | | | \$ 69.40 | 6.5 | \$ 451.10 |
| Associate Engineer | | \$ 43.97 | 17 | \$ 747.49 | | | | | | | | | | \$ 41.46 | 19 | \$ 787.74 |
| Administration | | | | | | | | | | | | | | | | |
| City Manager | | \$ 114.06 | 1 | \$ 114.06 | | | | | | | | | | \$ 104.09 | 1 | \$ 104.09 |
| City Attorney | | \$ 125.00 | 1 | \$ 125.00 | | | | | | | | | | \$ 125.00 | 0.5 | \$ 62.50 |
| Finance Director | | \$ 69.98 | 1 | \$ 69.98 | | | | | | | | | | \$ 64.45 | 1 | \$ 64.45 |
| TOTAL | | | \$ 1,738.20 | | | | | | | | | | | | \$ 1,736.57 | |
| WALL MAINTENANCE | | | | | | | | | | | | | | | | |
| Graffiti Incidents | | | \$ 1,140.00 | | | | | | | | | | | | \$ 1,140.00 | |
| TOTAL | | | \$ 1,140.00 | | | | | | | | | | | | \$ 1,140.00 | |
| UTILITIES | | \$ per month | # months | | | | | | | | | | | \$ per month | # months | |
| Irrigation Timer Electrical costs | | \$ 70.00 | 12 | \$ 840.00 | | | | | | | | | | \$ 70.00 | 12 | \$ 840.00 |
| Water used for irrigation | | \$ 140.00 | 12 | \$ 1,680.00 | | | | | | | | | | \$ 140.00 | 12 | \$ 1,680.00 |
| Lighting | 4 | \$ 11.01 | 12 | \$ 528.48 | | | | | | | | | | \$ 11.01 | 12 | \$ 528.48 |
| TOTAL | | | \$ 3,048.48 | | | | | | | | | | | | \$ 3,048.48 | |
| CITY MAINTENANCE (Landscaping & Irrigation Maintenance/plants) | | \$/hr | hrs | | | | | | | | | | | \$/hr | hrs | |
| Senior Employee | | \$ 18.92 | 27.5 | \$ 520.30 | | | | | | | | | | \$ 18.92 | 40 | \$ 756.80 |
| Regular Employee | | \$ 14.50 | 70 | \$ 1,015.00 | | | | | | | | | | \$ 14.50 | 70 | \$ 1,015.00 |
| Regular Employee | | \$ 14.50 | 70 | \$ 1,015.00 | | | | | | | | | | \$ 14.50 | 70 | \$ 1,015.00 |
| Operational Supplies (Landscaping Equipment, Fuel & Oil, Seeding, Fertilizer, Plants, Trees, etc) | | | | \$ 837.76 | | | | | | | | | | | \$ 837.76 | |
| TOTAL | | | \$ 3,388.06 | | | | | | | | | | | | \$ 3,624.56 | |
| SUBTOTAL COSTS | | | \$ 9,558.74 | | | | | | | | | | | | \$ 9,793.61 | |
| Total Capital Improvement | | | | | | | | | | | | | | | \$ 20,000.00 | |
| Carry Over | | | \$ - | | | | | | | | | | | | | |
| TOTAL COSTS | | | \$ 9,558.74 | | | | | | | | | | | \$ 1,066.94 | \$ 29,793.61 | |
| Costs per square foot of area; 22200 | | | \$ 0.43 | | | | | | | | | | | \$ - | | |
| Assessment per Lot; 19 | | | \$ 503.09 | \$ 10.00 | \$ 10.00 | \$ 10.00 | \$ 10.00 | \$ 10.00 | \$ 10.00 | \$ 10.00 | \$ 10.00 | \$ 10.00 | \$ 10.00 | \$ 56.15 | \$ 1,568.08 | |
| Anticipated Cost | | | \$ 9,553.96 | \$ 190.00 | \$ 190.00 | \$ 190.00 | \$ 190.00 | \$ 190.00 | \$ 190.00 | \$ 190.00 | \$ 190.00 | \$ 190.00 | \$ 190.00 | \$ 1,067.04 | | |

RESOLUTION NO. 15-38
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY,
ORDERING THE CONTINUED MAINTENANCE OF THE SIERRA VISTA
LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT AND
CONFIRMING THE ENGINEER'S REPORT AND ASSESSMENT FOR THE
2015-2016 FISCAL YEAR.

At a regularly scheduled meeting of the City Council of the City of Lindsay, held on the 28th day of July 2015, at 6:00 p.m. in the Council Chambers of City Hall, Lindsay California 93247, the following resolution was adopted:

WHEREAS, the City Council of the City of Lindsay did on the 23rd day of June 2015, adopt its Resolution of Intention No. 15-33 to order the therein described work in the connection with the continuation of assessment procedures in Landscape and Lighting Maintenance Districts, which Resolution of Intention No.15-33 was duly and legally published in the time, form and manner as required by Law, shown by the Affidavit of Publication of said Resolution of Intention on file in the Office of the City Clerk; and

WHEREAS, said City Council having duly received and considered evidence, oral and documentary, concerning the jurisdiction facts in the proceeding and concerning the necessity for the contemplated work and the benefits to be derived there from, and said City Council having now acquired jurisdiction to order the proposed work;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Lindsay as follows:

SECTION 1. IT IS HEREBY RESOLVED by the City Council of the City of Lindsay that the public interest and convenience require the continuation of assessment procedures for the Sierra Vista District, and said City Council hereby orders that the work and assessment, as set forth and described in said Resolution of Intention No. 15-33 be done and made; and

SECTION 2. BE IT FURTHER RESOLVED that the report filed by the Engineer is hereby finally approved; and

SECTION 3. BE IT FURTHER RESOLVED that the assessments for fiscal year 2015-2016 and method assessment in the Engineer's Report are hereby approved; and

SECTION 4. BE IT FINALLY RESOLVED that the assessments are in compliance with California Code, that they are without regard to property valuation, and in compliance with Chapter 1, Article 4, and Chapter 3, Division 15 of the Streets and Highway Code allowing the placement of the charge on the tax roll for collection.

PASSED AND ADOPTED by the City Council of the City of Lindsay this 28th day of July, 2015.

ATTEST:

CITY COUNCIL OF THE CITY OF LINDSAY

Carmela Wilson, City Clerk

Ramona Villarreal-Padilla, Mayor



DATE : July 28, 2015
TO : Mayor Padilla and City Council Members
FROM : Mike Camarena, City Services Director
RE : Water Conservation Plan Study Session

Background

In his April 1, 2015, Executive Order, Governor Brown mandated a 25 percent water use reduction for cities and towns across California.

In May, 2015, the State Water Board adopted an emergency regulation requiring an immediate 25 percent reduction in overall potable urban water use statewide. The Executive Order required, for the first time in the state's history, mandatory conservation for all residents and directed several state agencies, including the State Water Board, to take immediate action to safeguard the state's remaining potable urban water supplies in preparation for a possible fifth year of drought.

The regulation adopted by the State Water Board on May 5 uses a sliding scale for setting conservation standards. The regulation places each urban water supplier into one of eight tiers which are assigned a conservation standard, ranging between 8 percent and 36 percent reduction in water use. As a small water system provider, the City of Lindsay is tasked with one of 2 options; reduce water production by 25% compared to our 2013 water year or update our water conservation plan to require 2 day a week outdoor watering.

In August, 2014, City Council updated our Water Conservation Plan with the actions required by the State Water Board at that time. Staff is now presenting options of a Phase IV and Phase V to our existing Water Conservation Plan to meet or exceed the requirements of Governor Browns Executive Order.

Discussion

For the month of June, 2015, City water production was 28.07% less than the same month in 2013. While this figure is applauded and meets the 25% State reduction target, staff feels there is no certainty of continuing to meet the reduction goal.

The proposed Phase IV Section of Water Conservation Plan (Emergency Water Conservation) meets the mandate of 2 day a week outdoor watering. There are also several items identified in Phase IV that are posted on the City's informational handout that have been further detailed to either remove questions or to increase water conservation measures.

The proposed Phase V Section of Water Conservation Plan (Extreme Water Crisis) is anticipating worst case conditions. No outdoor watering, no washing of any type of vehicles, except at commercial wash stations and watering of parks, schools or similar areas are by permit only. No new water connections are also identified in the proposed Phase V section.

For both Phase IV and V, the informal written and formal written warning letters are proposed to be removed.

Staff will update the current Water Conservation Plan with this language or revisions as approved at tonight's meeting, to include the Phases listed above. The final language will be presented to Council via Ordinance that will meet the mandate of the State.

Attachments:

Draft language, Water Conservation Plan, Phase IV and Phase V
Draft Informational Handout

CITY OF LINDSAY



WATER CONSERVATION PLAN

Updated July 28, 2015

SECTION I

INTRODUCTION

The City of Lindsay is located on the east side of the San Joaquin Valley in Tulare County near the base of the Sierra Nevada Mountains. The City is traversed by State Highway 65 running north and south along the west side of the City. Lindsay is located approximately 12 miles east of Tulare and State Highway 99, approximately 11 miles north of Porterville and 18 miles southeast of Visalia, the County seat of Tulare County.

The City of Lindsay was incorporated on February 29, 1910 as "Class Six" city under the laws of the State of California. The area within the existing City limits contains approximately 2.72 square miles or 1,743 acres of which approximately 82.1 percent is presently developed for commercial, industrial and residential use.

As a general law city of the State of California, Lindsay is governed by an elected five member City Council, one of whom serves as Mayor. Administrative officials include a City Manager, City Clerk, City Attorney, Finance Director, City Engineer, City Services Director, Planning Director and Director of Public Safety. The major city departments consist of Public Safety (police and fire), Planning and Community Development, and City Services.

The City also owns and operates McDermont Field House, a recreational and sports facility along with the Wellness Center. Each facility has a Director overseeing staff and operations.

SECTION 2 WATER SUPPLY AND WATER SYSTEM

The City of Lindsay's water system consists of approximately 2,800 service connections in the current service area. Greater than 95% of the connections are metered. All new water connections are required to be metered.

The City of Lindsay's water system supply consists of three deepwells supplied by groundwater aquifers both inside the City's service area as well as outside the city limits, 2,500 acre feet of surface water purchased annually from the United States Department of the Interior, Bureau of Reclamations, Central Valley Project, at Millerton Reservoir and delivered to the City's point of delivery by way of the Friant Kern Canal and a 4.0 million gallon steel storage tank located on Todd's Hill.

Monitoring and partial control is provided by wireless digital data signals telemetry to the well sites and the water storage tank.

Historically, the surface water supply is the City of Lindsay's primary source of water. The groundwater supply is considered as the City's secondary source and is utilized to satisfy peak demands on the system.

The fluctuation and deterioration of groundwater quality, with particular respect to nitrates (N03), Perchlorate (ClO_4) and Dibromochloropropane (DBCP, $\text{C}_3\text{H}_5\text{Br}_2\text{Cl}$) with the City's deepwells has put additional pressure and importance on the surface water supply.

In 2013 and 2014 drought conditions have risen to levels never experienced in California. These conditions along with a requirement to supply water to the San Joaquin River and other longstanding water rights commitments have substantially reduced the surface water supply to a below normal amount available to the City through its annual contract with the United States Department of the Interior, Bureau of Reclamations. The amount declared in the 2014 water year was 0% of the normal 2,500 acre feet of surface water available to the City.

With the very limited surface water and groundwater supplies, it will be necessary for the City of Lindsay to promote and enforce this water conservation plan in order to provide sufficient water to meet community demands.

SECTION 3

CONSERVATION MEASURES

The City of Lindsay is aware of the need for continual water conservation and through direction by the City Council has adopted resolutions and ordinances to provide staff with the means of implementing and enforcing necessary water conservation measures.

Through this updated Water Conservation Plan, the City will continue their efforts in water conservation and adopt new policies and guidelines as the need becomes apparent. This revised plan has been developed around a 4 Phase approach with the following structure:

Phase I - Water Conservation

Phase II - Water Monitoring

Phase III - Strict Enforcement

Phase IV – Emergency Water Conservation

Phase V – Extreme Water Crisis

The benefits of conserving water as a limited natural resource, through this format will be realized by the community in the form of reduced energy costs, reduced impact on the Wastewater Treatment Plant and sufficient water supply during peak demands. It is the intent of the water conservation plan be a joint effort of all residents and water users and the City and through community efforts, optimal results will be achieved.

Actions within each phase have been defined as either actions to be undertaken by the City or by the General Public. Due to the number of variables which affect the water conditions in existence at any one point in time, a report by City Staff, will describe the necessary action for transition from one phase to another (more or less stringent). At such time as staff has determined that the water condition warrants advancement to a more stringent phase, a report and request will be forwarded to the City Council for their review and approval.

SECTION 4
PHASE I - WATER CONSERVATION

Through a joint effort of the City and General Public, this phase is established to conserve water, a limited natural resource, through reductions of water waste and implementation of guidelines for more efficient use of the available limited supply of water. Phase I typically applies during periods when an average water supply is forecast.

The following outline describes steps to be taken by the City as well as Residents that makes it possible to achieve the above goals:

- The City shall implement a "Public Awareness Program" designed to make the community aware of the water conditions.
- The City shall develop a set of "Water Conservation Guidelines" that would be made available to residents for use in conserving water.
- The City shall keep the community aware of changing conditions through news media. This is necessary in the event that stricter conditions may be coming in the future.
- Enforce most current and adopted building codes and regulations that deal with building construction with regard to water and energy conservation.
- Request that residents reduce landscape irrigation practices to a minimum. Request that landscape irrigation be performed during late evenings or early mornings to reduce the amount of water lost due to evaporation.
- Require that all new developments follow model water efficient landscape designs, including automatic irrigation systems with rain control gauges.
- Require that all new developments follow model water efficient landscape designs with regard to plantings and planting designs and layout.
- Discourage users from washing down sidewalks and driveways. Request that this item be accomplished by other means such as sweeping, etc.
- Request that restaurants support the water conservation effort by serving water upon request only.
- The City shall reduce all landscape irrigation practices to a minimum.

- The City shall intensify its leak detection program by repairing or replacing leaking valves, water meters and fire hydrants as necessary.
- Coordinate with local schools to implement a Water Education Program that would instill a water conservation ethic in the minds of today's youth. This alone can permanently affect the water using habits of tomorrow's adults.
- The City's fire hydrant testing schedule shall be arranged so that fire hydrant testing occurs during off peak periods. Fire Hydrant testing and flushing is a necessary item to provide the public with safe, clean water for fire protection and domestic use.

SECTION 5

PHASE II - WATER MONITORING

Phase II typically applies during periods when below average water supply is forecast.

When it is found that it is necessary to implement Phase II of the Water Conservation Plan, the City shall advise the City Council of the need for a more aggressive water conservation program due to forth coming shortfalls in supply and/or increased demands on the system. With the adoption of Phase II of the Water Conservation Plan, the City shall intensify its water conservation efforts by the following practices:

- The City shall take a more aggressive approach with the "Public Awareness Program" designed to make the community aware of the water conditions and possibility of a water shortage.
- The City shall reduce landscape watering, of City facilities, additionally as deemed necessary to provide only enough water required to maintain survival of permanent plants such as trees and shrubs.
- The City shall begin monitoring water use by residents or large commercial, institutional or industrial water users and alerting them to the potential impact of waste or over use. In this Phase a verbal warning would be issued and a citation issued if the condition were to continue.
- All items of Phase I Water Conservation would be intensified. All residents would be asked to increase their water conservation efforts.
- The City would implement a voluntary water use schedule that would define days available to irrigate (odd and even address system) landscaping as follows;

From June 1st to September 30th annually, or as conditions require:

1. Odd numbered street addresses water only on Wednesdays, Fridays and/or Sundays.
2. Even numbered street addresses water only on Tuesdays, Thursdays, and/or Saturdays.
3. No outdoor watering on **Mondays**.
4. This program also encourages customers to turn off their sprinklers on rainy days.
5. **No watering between 9:00 AM and 9:00 PM.**

Voluntary water use schedule table;

| <u>Sunday</u> | <u>Monday</u> | <u>Tuesday</u> | <u>Wednesday</u> | <u>Thursday</u> | <u>Friday</u> | <u>Saturday</u> |
|---------------|--------------------|----------------|------------------|-----------------|---------------|-----------------|
| Odd | No Watering | Even | Odd | Even | Odd | Even |

The voluntary watering schedule does not apply to:

1. Drip irrigation systems
2. Handheld watering methods with automatic shutoff mechanism
3. Flower and vegetable gardens
4. Outdoor potted plants and hanging baskets
5. Newly planted lawns

SECTION 6

PHASE III - STRICT ENFORCEMENT

Phase III typically applies during periods when water supply shortages are probable or in extreme conditions such as continued and/or widespread drought.

In the event it is found necessary to implement Phase III of the Water Conservation Plan, the City shall advise the City Council of the need for a more aggressive and stringent water conservation program due to probable shortfalls in supply and/or increased demands on the system. With the adoption of Phase III of the Water Conservation Plan, the City shall implement the following mandatory water conservation provisions:

- The City will intensify its efforts to inform the public of the need for Water Conservation with special emphasis given to inform the Public of water shortage conditions.
- The City shall intensify efforts of community awareness by stepping up information of changing conditions through news media.
- All items of Phase I and Phase II Water Conservation would be intensified. All residents would be asked to increase their water conservation efforts.
- The City shall reduce landscape watering, of City facilities, additionally as deemed necessary to confine impact on the water system. If it becomes necessary, watering of City facilities, parks and median islands will be suspended and evaluated each day.
- The City would implement a mandatory water use schedule that would define days available to irrigate (odd and even address system). The schedule is identified in Phase II of this Water Conservation Plan.
- The City will strictly enforce the water conservation program by issuing written warnings or citations for misusing water. The schedule of citations are as follows;
 - a. Informal, Written Warning
 - b. Formal Written Warning
 - c. Punitive Citation, \$50.00
 - d. Punitive Citation, \$150.00
 - e. Punitive Citation, \$250.00

The definitions of misusing water shall be;

1. Washing down driveways and sidewalks;
2. Watering of outdoor landscapes that cause excess runoff;
3. Using a hose to wash a motor vehicle, unless the hose is fitted with a shut-off nozzle;
4. Using potable water in a fountain or decorative water feature, unless the water is recirculated.

Any monetary citation issued will be collected via the monthly utility bill and follow the most current utility collection ordinance.

- The City would establish a usage allowance for water use based on past usage. Services that exceed the allowed usage allowance could be charged a higher rate (the rate would be set by Council action in the event this type of action would be necessary) for water.
- A 15% rate increase on all residential and landscape accounts may go into effect upon Council adoption after notice, hearing and other rate-setting or adjustment procedures as required by applicable law. This rate increase will encourage water conservation and will also serve as a provision to recover the lost revenues from water conservation. The increase will begin upon adoption and end when water supply shortages or extreme conditions such as continued and/or widespread drought are under control.

SECTION 7

PHASE IV – Emergency Water Conservation

Phase IV typically applies during periods when water supply shortages exist or in extreme conditions such as continued and/or widespread drought.

In the event it is found necessary to implement Phase IV of the Water Conservation Plan, the City shall advise the City Council of the need for a more aggressive and stringent water conservation program due to imminent shortfalls in supply and/or increased demands on the system or continued mandates from the State of California. With the adoption of Phase IV of the Water Conservation Plan, the City shall implement the following mandatory water conservation provisions:

- The City will intensify its efforts to inform the public of the requirement for Water Conservation with special emphasis given to inform the Public of water supply conditions.
- The City shall intensify efforts of community awareness by stepping up information of changing conditions through news or social media.
- All items of Phase I, Phase II and Phase III Water Conservation would be intensified. All residents would be required to increase their water conservation efforts.
- The City shall implement a mandatory outdoor water use schedule that would define two days available to irrigate (odd and even address system). The schedule is identified as follows:

| <u>Sunday</u> | <u>Monday</u> | <u>Tuesday</u> | <u>Wednesday</u> | <u>Thursday</u> | <u>Friday</u> | <u>Saturday</u> |
|---------------|--------------------|----------------|------------------|--------------------|--------------------|-----------------|
| Odd | No Watering | Even | Odd | No Watering | No Watering | Even |

- Watering of turf on median islands shall be suspended.
- Watering on designated days shall only be allowed between 10:00 pm –10:00 am.
- No watering will be allowed between 10:00 am – 10:00 pm.
- All new permits shall satisfy the latest requirements of the California Model Landscape Ordinance, including already approved, but not yet completed permits.
- Automobiles, trucks, trailers, boats, airplanes, and other mobile equipment is permitted only with handheld watering devices with automatic shut off nozzles and only during designated days and times.

- Any outdoor use of handheld watering devices with automatic shut off nozzles used during designated days and times are limited to 30 minutes of use for each watering day.
- No outdoor watering during, or within 48 hours of, measurable rain.
- Spas, wading, and swimming pools are only allowed to be refilled or added to during designated days and times.
- The City will strictly enforce the water conservation program by issuing citations, without warning, for misusing water. The schedule of citations are as follows;
 - a. Punitive Citation, \$50.00
 - b. Punitive Citation, \$150.00
 - c. Punitive Citation, \$250.00

SECTION 8

PHASE V – Extreme Water Crisis

Phase V typically applies during periods when water supply shortages exist and in extreme conditions such as continued and/or widespread drought or unreliable water supply.

In the event it is found necessary to implement Phase V of the Water Conservation Plan, the City shall advise the City Council of the need for a more aggressive and stringent water conservation program due to existing shortfalls in supply and increased demands on the system. With the adoption of Phase V of the Water Conservation Plan, the City shall implement the following mandatory water conservation provisions:

- The City will intensify its efforts to inform the public of the requirement for Water Conservation with special emphasis given to inform the Public of water supply conditions.
- The City shall intensify efforts of community awareness by stepping up information of changing conditions through news or social media.
- No outdoor irrigation of landscape or vegetation. There shall be no watering outdoors until Phase 5 emergency restrictions are rescinded.
- No washing of automobiles, trucks, trailers, boats or other types of mobile equipment outside of commercial or fleet wash stations until Phase 5 emergency restrictions are rescinded.
- Outdoor water use for emergency purposes shall be by permit only, after review and approval by the City Services Director.
- City parks, schools, and similar establishments may water once per week by permit only, after review and approval by the City Services Director.
- No new water connections shall be permitted until Phase 5 restrictions are rescinded.
- The City will strictly enforce the water conservation program by issuing citations, without warning, for using water outdoors without a permit or misusing water. The schedule of citations are as follows;
 - d. Punitive Citation, \$50.00
 - e. Punitive Citation, \$150.00
 - f. Punitive Citation, \$250.00



DATE : July 28, 2015
TO : Mayor Padilla and City Council Members
FROM : Mike Camarena, City Services Director
RE : 2015-2016 Street Improvement Program (SIP) Study Session

The approved City budget for fiscal year 2015-2016 includes the Capital Improvements Projects budget, with emphasis on the Street Improvement Program. For this budget year the SIP is sectored into the following categories:

2015-2016 Streets Program Overall Budget (Estimated from all sources); \$1,235,173

1. **Alley Program**: \$95,784 (4% of streets program budget plus \$45,784 refuse fund);
2. **Street Seal Program**: Amount dedicated to Street Seal Program ; \$200,000 (16% of streets program budget);
3. **Streets Repair/Renovation**: Program Budget (Estimated); \$985,173.

The attached Capital Improvement Projects (CIP) pages identified areas that were approved by Council as part of the current budget and five-year plan. Staff recognizes that the CIP is a fluid document and as such could be modified per Council direction.

There are several objectives to this evening's study session:

- Review criteria for grading street (or alley) condition as well as underlying utility impacts to the surface improvement project;
- Identify time frame and segment budgets for each category;
- Verify that the list remains valid or edit the list;
- Develop estimates of construction if the current is edited.

While we were successful in completing more residential streets renovation in FY15 than in any year prior to the Tulare Road Project, the accelerated pace strained our cash flow and we have been playing "catch-up" all year. Revenues are collected on a monthly basis via the SIP fees collected with our utility funds and/or received annually from the State and County (Local

Transportation Funds/State Transit Assistance). As we exhausted all but approximately \$130,000 of available resources in the SIP Fund and all available resources from State and County sources for FY15, in order to do a large-scale project in FY16, we must allow time for resources to replenish within the SIP Fund and to be received from County with the fall tax increment. The alternative is to approve smaller projects of less than \$150,000 per project(s).

Attachments:

Approved CIP Active Projects Schedule & 2015-2016 Streets Program Cost Projection schedule

CAPITAL IMPROVEMENT FUND APPROVED ACTIVE PROJECTS FY 2015-216

| TITLE | PROPOSED APPROPRIATIONS |
|---|-------------------------|
| STREETS RENOVATION PROJECTS | 1,235,173 |
| SEQUOIA AVENUE PEDESTRIAN PATHWAY (Measure R) | 400,000 |
| ALLEY MAINTENANCE PROGRAM | 95,784 |
| STORM DRAIN GENERAL MAINTENANCE | 75,000 |
| SEWER FUND - RAS REPLACEMENT | 45,000 |
| SEWER FUND - UPGRADE SCADA | 15,000 |
| WATER FUND - DOMESTIC TEST WELL | 150,000 |
| OLIVE BOWL CANOPY INSTALLATION | 7,500 |
| TOTAL ACTIVE PROJECT APPROPRIATIONS FY16 | 2,023,457 |

FUNDING SOURCES:

| | |
|---|------------------|
| SEQUOIA & HICKORY - REGIONAL MEASURE R PROJECT | 400,000 |
| STREET PROJECTS - SIP FUND | 800,000 |
| STREET PROJECTS - GAS TAX FUND | 47,299 |
| STREET PROJECTS - LTF FUND | 245,000 |
| STREET PROJECTS - SURFACE TRANSPORTATION FUND | 142,874 |
| ALLEY PROJECTS - SIP FUND | 50,000 |
| ALLEY PROJECTS - REFUSE FUND | 45,784 |
| STORM DRAIN FUND BALANCE | 75,000 |
| WATER FUND - FY16 RESOURCES | 55,747 |
| WATER FUND - FUND BALANCE COMMITTED | 94,253 |
| SEWER FUND - fy16 RESOURCES | 60,000 |
| GENERAL FUND | 7,500 |
| TOTAL APPROVED FUNDING SOURCES FOR CIP PROJECTS FY16 | 2,023,457 |

City of Lindsay Streets Program

| | | | | | |
|---|--|--------------------|--|------------------|------------------|
| June 2016 | | | | | |
| Estimated 2015-2016 Streets Program Budget ; \$1,235,173 | | | | | |
| Estimated 2015-2016 Refuse Fund Contribution to alley program; \$45,784 | | | | | |
| Category; Alley Program | | | | | |
| Amount dedicated to Alley Program ; \$95,784 (4% of streets program budget plus \$45,784 refuse fund) | | | | | |
| Category; Seal Program | | | | | |
| Amount dedicated to Seal Program ; \$200,000 (16% of streets program budget) | | | | | |
| <i>No.</i> | <i>Street</i> | <i>Type Const.</i> | <i>from</i> | <i>to</i> | <i>Est. Cost</i> |
| 1* | Ashland/Frazier/Eastwood | Seal | | | \$61,000 |
| 2* | Sequoia Avenue | Seal | Tulare Road | TC Works | \$85,000 |
| 3* | Elmwood Avenue | Seal | Tulare Road | Alameda Street | \$50,000 |
| 4* | Westmore Court | Seal | Mariposa Street | Kern Street ext. | \$30,000 |
| 5 | Samoa Street | Seal | Mirage Avenue | Homassel Street | \$55,000 |
| 6* | Tulare Road | SAMI/Seal | Sequoia/RR | Elmwood Ave | \$95,000 |
| 7* | Tulare Road | AC replace/seal | Elmwood Ave | Homassel Ave | \$85,000 |
| 8* | Hermosa Street | Chip/Seal | State Hwy. 65 | Mirage Ave | \$275,000 |
| <i>Costs;</i> | | | | | |
| Standard sealcoat = \$6.00/SY | | | | | |
| Cape Seal = \$9.00/SY | | | | | |
| Street Improvement Project List | | | | | |
| | <i>Street</i> | <i>Type Const.</i> | <i>location</i> | | |
| 1* | Kern Street | xgutter/HC ramps | at Van Ness Ave | | \$30,000 |
| 2* | Kern Street | xgutter/HC ramps | at Central Ave | | \$30,000 |
| 3* | Foothill Avenue | light tower plntr. | at LHS stadium | | \$24,000 |
| Category; Outside Funded | | | | | |
| 1 | Foothill Ave./Tulare Rd. | IR | Expand Pedestrian area | | \$268,000 |
| 2 | Hickory Street | Bike/Ped | Sequoia Avenue | Parkside Avenue | \$400,000 |
| 3 | Bicycle Transportation Acct. | Bike Lanes | various locations per approved route map | | \$113,000 |
| <i>Notes for Outside Funded;</i> | | | | | |
| 1 | Caltrans. \$27,000 match req'd. June 2017 deadline | | | | |
| 2 | Measure R Phase II, Ped. Path. Program | | | | |
| 3 | Caltrans. June 2017 deadline | | | | |
| * signifies project from previous fiscal years, listed in chronological order | | | | | |
| SAMI = Stress Absorbing Membrane Interlayer | | | | | |
| GIPR = Grind in place recycling | | | | | |
| IR = Intersection Rehabilitation | | | | | |

City of Lindsay Streets Program

| June 2016 | | | | | |
|---|------------------|--------------------|------------------|--------------------|------------------|
| Estimated 2015-2016 Streets Program Budget ; \$985,173 | | | | | |
| Category; Rehabilitation | | | | | |
| <i>No.</i> | <i>Street</i> | <i>Type Const.</i> | <i>from</i> | <i>to</i> | <i>Est. Cost</i> |
| ** | Valencia Street | GIPR | Harvard Avenue | AT&SF RR Tracks | \$100,000 |
| 1* | Mirage Avenue | GIPR | Samoa Street | Hermosa Street | \$150,000 |
| 2* | Hermosa Street | GIPR | Elmwood Avenue | Homassel Street | \$200,000 |
| 3* | Hermosa Street | GIPR | Homassel Street | Harvard Avenue | \$285,000 |
| 4* | Center Street | GIPR | Sweet Brier Ave | Elmwood Avenue | \$125,000 |
| 5* | Samoa Street | GIPR | Mt Vernon Avenue | Olive Avenue | \$95,000 |
| 6* | Honolulu Street | GIPR | Mt Vernon Avenue | Ashland Avenue | \$75,000 |
| 7 | Honolulu/Harvard | IR | | | \$75,000 |
| 8 | Linda Vista Loop | GIPR | Valencia Street | Valencia Street | \$225,000 |
| 9 | Harvard Avenue | GIPR | Sierra View St. | North City Limits | \$170,000 |
| 10 | Foothill Avenue | GIPR | Tulare Road | Hermosa St. | \$168,000 |
| 11 | Foothill Avenue | GIPR | Hermosa Street | Honolulu Street | \$126,000 |
| 12 | Bellah Avenue | GIPR | Alameda Street | Sierra View Street | \$71,000 |
| 13 | Homassel Avenue | GIPR | Alameda Street | Sierra View Street | \$83,000 |
| 14 | Hamlin Avenue | GIPR | Alameda Street | Sierra View Street | \$88,000 |
| 15 | Burem Lane | GIPR | Westwood Avenue | end of cul de sac | \$65,000 |
| 16 | Westwood Avenue | GIPR | Tulare Road | Mariposa Street | \$200,000 |
| 17 | Westwood Avenue | GIPR | Mariposa Street | Hermosa Street | \$235,000 |
| | | | | | |
| | | | | | |
| | | | | | |
| * signifies project from previous fiscal years, listed in chronological order | | | | | |
| ** Completed concurrently with Vita Pakt project | | | | | |
| | | | | | |
| | | | | | |
| GIPR = Grind in place recycling | | | | | |
| IR = Intersection Rehabilitation | | | | | |



1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

Council Action Advised by July 31, 2015

May 29, 2015

TO: Mayors, City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – September 30 – October 2, San Jose**

The League's 2015 Annual Conference is scheduled for September 30 – October 2 in San Jose. An important part of the Annual Conference is the Annual Business Meeting (*at the General Assembly*), scheduled for noon on Friday, October 2, at the San Jose Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, September 18, 2015. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one voter must be present at the

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Annual Conference Voting Procedures 2015 Annual Conference

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: _____

2015 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by Friday, September 18, 2015. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ E-mail _____

Mayor or City Clerk _____ Phone: _____
(circle one) (signature)

Date: _____

Please complete and return by Friday, September 18, 2015

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