



LINDSAY CITY COUNCIL MEETING: REGULAR MEETING

251 E. Honolulu St., Lindsay, CA 93247
Tuesday, August 28, 2018 @ 6:00PM

Call to Order	6:00PM
Roll Call	Council Members Velasquez, Watson, Cortes, Mayor Pro Tem Salinas & Mayor Kimball
Pledge	Council Member Mayor Pro Tem Salinas
Invocation	Pastor Rachel Smith, Lindsay Church of the Nazarene

ITEM 1 PUBLIC COMMENT

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

ITEM 2 CITY COUNCIL REPORTS

Details Council Members report on events, activities or matters

ITEM 3 LHS STUDENT REPORT – IRELAND MCCALL

Details Student reports on recent, current or upcoming events, activities or matters related to the High School.

ITEM 4 STAFF REPORTS

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

ITEM 5 CONSENT CALENDAR

Details These are routine items. Agenda Pages 1-52.

1. Approve City Council Meeting Minutes for August 14, 2018
2. Accept Warrant List for August 23, 2018
3. Authorize City Manager to Executive Commercial Lease Agreement in Wellness Center with Omni Family Health
4. Approval of East Ponds Monitoring Task Order to Provost and Pritchard Consulting Group
5. Approval of USBR Long Term Contract Conversion Task Order to Dennis R. Keller and James H. Wegley Consulting Engineers
6. Temporary Use Permit 18-26 Kiwanis Hosted – California Carnival Co.

ITEM 6 PRESENTATION – RESULTS FROM CONTAMINATION WEEK

Details Presented by Sol Nunez, Mid Valley Recycling Coordinator

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 x 8020. Notification 48 hours prior to the meeting will enable the City to ensure accessibility to this meeting and/or provision of an alternative format of the agenda and documents in the agenda packet.



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Page 2

ITEM 7	PRESENTATION - CLIMATEC
Details	Presented by Jeff Bartel, Business Development Manager with Climatec
ITEM 8	SELECTION OF ECONOMIC DEVELOPMENT CORPORATION (EDC) BOARD MEMBER
Details	Presented by City Manager Bill Zigler
ITEM 9	FUTURE AGENDA ITEMS
Details	City Council Members request items for future agenda items.
ITEM 10	EXECUTIVE SESSION
Details	1. Conference with Real Property Negotiators – GC\$54956.8 Property: Parcel No. 205-271-022, Lindsay, Ca. Agency Negotiator: William Zigler Negotiating Parties: City of Lindsay & Landmark Realty Under Negotiation: Price and Terms of Payment
ITEM 11	ADJOURN
Details	Council adjourns meeting. The next Regular City Council meeting will be held at 251 E. Honolulu Street, Lindsay at 6:00PM on September 11, 2018.

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

ITEM 1 PUBLIC COMMENT

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

SPEAKER	COMMENTS
None	

ITEM 2 CEREMONY

Details The City Clerk will swear in two Public Safety Lieutenants

SPEAKER	COMMENTS
Chief Hughes	Shared stories about Lieutenant Nave and Heinks to help the audience know more about their personalities, their background and the good things they have done for the department. They have worked hard, been humble and been diligent. They are self-sacrificing men who strive to always help the department.
Harmon	Swore in new Lieutenants. Family members pinned their new badge.

ITEM 3 CITY COUNCIL REPORTS

Details Council Members report on events, activities or matters

SPEAKER	COMMENTS
Cortes	School started yesterday in Lindsay. Attended first Fun Color Run was last Thursday. It went well. Have been approached with concerns about squirrels at soccer park.

ITEM 4 STAFF REPORTS

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

SPEAKER	COMMENTS
Zigler	Cannabis measure will be Measure G in November. Work has improved the water flow through the system at the water treatment plant. The East Kaweah Groundwater – August 14 (Lindsay) and August 15 (Exeter) meetings. Soccer park is developing as grass is growing. CSET collected 51,000 pounds of electronic waste

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recycled from area behind City Hall. Burger King has been remodeled. Shared data about City Services / Water Department activity. Lindsay Health Fair on 8/20.

ITEM 5 CONSENT CALENDAR

- Details These are routine items. Agenda Pages 1-43
1. Approve City Council Meeting Minutes for July 31, 2018
 2. Accept Warrant List for August 7, 2018
 3. Accept Treasurer’s Report for July 2018
 4. Renew Police Firing Range Cooperative Agreement for Fiscal Year 2018-2019
 5. Approve Resolution 18-39 RSTP funding exchange with TCAG.
 6. Letter to Bureau of Cannabis Control
 7. Approve Resolution 18-40 - Endorsement of November 2018 Water Bond

SPEAKER	COMMENTS
None	

Motion:

1 st	2 nd	Velasquez	Watson	Cortes	Salinas	Kimball	Result
Velasquez	Watson						5-0 Approved

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

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

SPEAKER	COMMENTS
Camarena	Introduces what CSET does for the City of Lindsay.
Cendejas	Shared a history of CSET. Reviewed community initiatives, energy services, workforce development and community corps. Provide services for senior citizens – congregate meals, daily activities, guest speakers, and special events. Showcased Matter of Balance and Tai Chi for Seniors services coming this next year. Highlighted La Hermosa for their kindness in helping a senior who had been attacked and was living in destitute conditions. La Hermosa was once helped by CSET, so it was a special experience to give back. La Hermosa donated a bed, dresser and a recliner.

Minute Order:

1 st	2 nd	Velasquez	Watson	Cortes	Salinas	Kimball	Result
Watson	Cortes						5-0 Approved

ITEM 7 UPDATE – 4th of July and Fireworks

Details Presented by Chief Hughes

SPEAKER	COMMENTS

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- Chief Hughes Presented information about the fireworks and enforcement services. Staff did well but were too few to keep up with many complaints. Reviewed how the three non-profit organizations benefited from legal firework sales.
- Watson Asked about enforcement
- Zigler Confirmed the City was collecting payments as an addition to the utility bill.
- Cortes Asked about increased calls for animal services.
- Hughes Confirmed there are many animals lost over the 4th of July time period. A normal day has five calls for dog catching. It is not easy to catch an animal.
- Velasquez Questioned if the City could combine with surrounding police forces to go after one City at a time.
- Watson Suggested increasing the number of officers would be paid for by the collection of the fees.
- Kimball Would like to see it pursued in future years.
- Hughes The State of California might ban them all together with how much the state is burning.
- Kimball Would like to see yard signs next year asking for consideration.
- Cortes Leaning toward banning fireworks.
- Watson Cambria is an example of a City that bans fireworks.
- Hughes There is not a good way to dispose of the fireworks the City confiscates.
- Cortes Potentially do a community show instead with a ban.
- Zigler Confirmed staff will research how other communities handle a ban.

ITEM 8 ORDINANCE No. 568 – 2nd Reading

Details Amends Title 18 Zoning, Section 18.14.040.B.16 Political Campaign Signs & Section 18.14.040.B.12.b.i Sign Permit Requirement, in conformance with State law. Presented by Assistant City Planner, Brian Spaunhurst. Agenda Pages 49-53

SPEAKER	COMMENTS
Spaunhurst	Announced tonight is his last Council meeting.
Kimball	Wished Spaunhurst the best.
Spaunhurst	Explained there have been no changes since first reading. Asked if there
Kimball	Asked if this sets regulations on how long a sign can remain in public view.
Zigler	This is about conforming with state law.
Spaunhurst	There are regulations on where but none of how long the sign can remain on private land.

Motion:

1 st	2 nd	Velasquez	Watson	Cortes	Salinas	Kimball	Result
Velasquez	Salinas	Yes	Yes	Yes	Yes	Yes	5-0 approved

ITEM 9 ORDINANCE No. 569 – 2nd Reading

Details Amends Title 18 Zoning, Section 18.24.030 Definitions, in conformance with State Law.

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	Presented by Assistant City Planner, Brian Spaunhurst. Agenda Pages 54-74
SPEAKER	COMMENTS
Spaunhurst	Reviewed purpose of the ordinance. No additional questions or comments from public.
Council	No questions.

Motion:

1 st	2 nd	Velasquez	Watson	Cortes	Salinas	Kimball	Result
Salinas	Velasquez	Yes	Yes	Yes	Yes	Yes	

ITEM 10 DISCUSSION – ECONOMIC DEVELOPMENT CORPORATION (EDC) BOARD MEMBER

Details	Presented by City Manager, Bill Zigler
SPEAKER	COMMENTS
Zigler	Introduced desire for elected official to be voting board member.
Velasquez	Confirmed decision to remove himself from Board.
Zigler	Explained when the next meeting would be. Meetings are for an hour in Exeter.
Kimball	Has the flexibility to attend.
Watson	Recognized Zigler could attend on his way to work on meeting days.
Zigler	Do not need decision today.

ITEM 11 DISCUSSION – Possible Names for the Soccer Park

Details	Presented by City Manager, Bill Zigler
SPEAKER	COMMENTS
Zigler	Explained purpose is to discuss park names.
Council	Discussed ideas for the park name’s source – corporate sponsor, general, community input – and how the school students could be involved in selecting a name.
Council	Staff is to establish naming guidelines, work with the schools, design a banner and council will donate one month’s stipend or a pizza party for the winning class.

ITEM 12 FUTURE AGENDA ITEMS

Details	City Council Members request items for future agenda items.
SPEAKER	COMMENTS
None	

ITEM 13 EXECUTIVE SESSION

Details	<ol style="list-style-type: none"> Conference with Real Property Negotiators – GC\$54956.8 Property: 860 N. Sequoia, Lindsay, Ca. Agency Negotiator: William Zigler Negotiating Parties: City of Lindsay & Omni Medical Under Negotiation: Lease Agreement
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ITEM 14 ADJOURN

Details Council adjourns meeting. The next Regular City Council meeting will be held at 251 E. Honolulu Street, Lindsay at 6:00PM on August 28, 2018.

Motion: Time: 7:28PM

1 st	2 nd	Velasquez	Watson	Cortes	Salinas	Kimball	Result
Velasquez	Cortes						5-0 Approved

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(SP 45)

FUND	Check #	Date	Vendor #	Vendor Name	Description	Amount
TOTAL						\$ 330,690.42
101 - GENERAL FUND	92716	8/15/2018	2392	A & G TELEPHONE SER		167.92
101 - GENERAL FUND	92718	8/15/2018	2873	ADVANTAGE ANSWERING	JULY ANSWERING SRV	149.24
101 - GENERAL FUND	92719	8/15/2018	007	AG IRRIGATION SALES	24 VAC SOLENID	561.10
101 - GENERAL FUND	92721	8/15/2018	3898	AMERICAN INCORPORAT	COUNCIL CHAMBERS AC	760.86
101 - GENERAL FUND	92723	8/15/2018	2323	ANDERSON FAMILY BUS	CAR WAS-APRIL-JUNE	70.00
101 - GENERAL FUND	92724	8/15/2018	5809	APPLICATION DATA SY	9/1/18-8/31/19	5,600.00
101 - GENERAL FUND	92725	8/15/2018	3428	AT&T MOBILITY	7/16/18	93.44
101 - GENERAL FUND	92726	8/15/2018	5457	AUTO ZONE COMMERCIA	BULBS	19.23
101 - GENERAL FUND	92729	8/15/2018	5013	BUZZ KILL PEST CONT	157 N MIRAGE	332.00
101 - GENERAL FUND	92730	8/15/2018	5832	CINTAS CORPORATION		1,232.30
101 - GENERAL FUND	92731	8/15/2018	2319	COMPUTER SYSTEMS PL	7/31/18 ANTIVIRUS	45.00
101 - GENERAL FUND	92733	8/15/2018	6118	CVIN LLC D.B.A. VAS	8/1/18-8/31/18	525.00
101 - GENERAL FUND	92740	8/15/2018	119	DOUG DELEO WELDING	MOWER DECK REPAIR	554.33
101 - GENERAL FUND	92743	8/15/2018	6010	FRONTIER COMMUNICAT	209-042-9309	1,747.68
101 - GENERAL FUND	92744	8/15/2018	1925	FRUIT GROWERS SUPPL	SPARK PLUG NGK	108.75
101 - GENERAL FUND	92746	8/15/2018	148	GOMEZ AUTO & SMOG	2011 TOYOTA	4,194.63
101 - GENERAL FUND	92747	8/15/2018	6325	JAVIER MORENO	ARBOR DEPOSIT REFUN	100.00
101 - GENERAL FUND	92748	8/15/2018	6231	JOANNA JACUINDE	ARBOR DEPOSIT REFUN	100.00
101 - GENERAL FUND	92749	8/15/2018	4378	JOSEPH H AVINA	MCD REPLACE EMRGYLI	1,618.89
101 - GENERAL FUND	92753	8/15/2018	6322	L. WHITE COMPANY	PLAN REVIEW	877.50
101 - GENERAL FUND	92754	8/15/2018	2421	TULARE COUNTY LAFCO	2018-19 LAFCO COST	4,995.16
101 - GENERAL FUND	92756	8/15/2018	4067	LINCOLN NAT'L INSUR	DENTAL AUG 2018	3,590.18
101 - GENERAL FUND	92757	8/15/2018	5424	LINDSAY VETERINARY	CARE OF BODY-FELINE	50.00
101 - GENERAL FUND	92758	8/15/2018	1442	LLOYD ANDERSON ELEC	EVIDENCE ROOM-LIGH	166.81
101 - GENERAL FUND	92762	8/15/2018	4815	MUNICIPAL CODE CORP	ADMIN SUPORT FY18-1	350.00
101 - GENERAL FUND	92763	8/15/2018	5621	NEW LIFE CHURCH-LIN	LOST KEY	90.00
101 - GENERAL FUND	92767	8/15/2018	276	PORTERVILLE RECORDE	ZONING ORDINANCE	513.09
101 - GENERAL FUND	92769	8/15/2018	399	QUAD KNOFF,INC.	ENGINEERING SERVICE	267.00
101 - GENERAL FUND	92770	8/15/2018	285	QUILL CORPORATION	C.S TONER	1,985.62
101 - GENERAL FUND	92772	8/15/2018	5356	RAY MORGAN COMPANY	IR 3035	626.00
101 - GENERAL FUND	92777	8/15/2018	5314	SHRED-IT USA LLC		131.48
101 - GENERAL FUND	92779	8/15/2018	5624	SIERRA SANITATION,	HANDICAPPED UNIT	176.88
101 - GENERAL FUND	92780	8/15/2018	310	SOUTHERN CA. EDISON	3-035-4725-72	46,932.30
101 - GENERAL FUND	92787	8/15/2018	2658	THE FOOTHILLS SUN-G	BUSINESS TAX ELECTI	435.00
101 - GENERAL FUND	92788	8/15/2018	144	THE GAS COMPANY	163-715-6900	420.70
101 - GENERAL FUND	92790	8/15/2018	2830	TOP DOG TRAINING CE	K9 MAINT FY18-19	3,000.00
101 - GENERAL FUND	92791	8/15/2018	4849	U.S. BANK EQUIPMENT	IRC250IF C.M	1,297.17
101 - GENERAL FUND	92798	8/15/2018	2790	WILLDAN INC.	BUILDING PLAN CHECK	4,940.00
261 - GAS TAX FUND	92784	8/15/2018	4585	T & T PAVEMENT MARK	GAL 6201 YELLOW RAP	1,229.15
263 - TRANSPORTATION	92785	8/15/2018	518	TCAG	1ST HALF FY18-19 DU	5,297.40
300 - MCDERMONT OPER	92759	8/15/2018	6246	MCDERMONT VENTURE I	REBATE PEPSI	18,982.31
400 - WELLNESS CENTER	92717	8/15/2018	3023	AAA SECURITY, INC.	GUARD AT WELLNESS	676.73
400 - WELLNESS CENTER	92720	8/15/2018	1858	ALL PRO FIRE AND SA	CITY POOL HOSE STRA	152.90
400 - WELLNESS CENTER	92727	8/15/2018	5381	AWAKE SKATE SHOP	WELLNESS POLOS	939.61
400 - WELLNESS CENTER	92737	8/15/2018	6039	DINA RESTIVO	YOGA CLASS JULY	1,080.00
400 - WELLNESS CENTER	92738	8/15/2018	3733	DIRECTV	WELLNESS DIRECT TV	202.84
400 - WELLNESS CENTER	92751	8/15/2018	5804	KELSIE AVINA	JULY ZUMBA CLASS	300.00
400 - WELLNESS CENTER	92752	8/15/2018	5448	KIRBY D. MANNON	EXERCISE CLASS JULY	225.00
400 - WELLNESS CENTER	92755	8/15/2018	5788	LINCOLN AQUATICS	DPD REAGENT	5,775.66
400 - WELLNESS CENTER	92761	8/15/2018	3903	MIKE WOODS	ICE MACHINE	774.00
400 - WELLNESS CENTER	92764	8/15/2018	4323	OASIS	8/1/18-10/1/18	120.00
400 - WELLNESS CENTER	92765	8/15/2018	1565	OACYS.COM INC		189.95
400 - WELLNESS CENTER	92766	8/15/2018	4204	ORKIN PEST CONTROL		273.96
400 - WELLNESS CENTER	92774	8/15/2018	3622	RLH FIRE PROTECTION	2018-08-28 City Council Agenda Page 6	572.00

FUND	Check #	Date	Vendor #	Vendor Name	Description	Amount
400 - WELLNESS CENTER	92776	8/15/2018	3208	SHANNON PATTERSON	AQUA CLASS	300.00
400 - WELLNESS CENTER	92781	8/15/2018	6228	STACIE NAGY	FIT TONE	400.00
400 - WELLNESS CENTER	92782	8/15/2018	4914	STEPHANIE OROSCO	ZUMBA	210.00
400 - WELLNESS CENTER	92783	8/15/2018	5899	SUPPLYWORKS	RENOWN LNR	1,684.88
400 - WELLNESS CENTER	92786	8/15/2018	6310	TE 'MARCUS WHITNEY	WELLNESS GYM CLASS	500.00
400 - WELLNESS CENTER	92789	8/15/2018	3396	THYSSENKRUPP ELEVAT	8/1/18-8/31/18	302.03
400 - WELLNESS CENTER	92799	8/15/2018	5912	YVETTE DURAN	ZUMBA	25.00
552 - WATER	92722	8/15/2018	1986	AMERICAN WATER WORK	MEMBER DUE MIKE C	269.00
552 - WATER	92728	8/15/2018	051	BSK	UCMR4 TESTING	6,868.00
552 - WATER	92734	8/15/2018	388	DENNIS KELLER/JAMES	WELL 15 PROJECT	3,840.50
552 - WATER	92735	8/15/2018	5863	DEPARTMENT OF INDUS	CITATION 1 ITEM 1 R	890.00
552 - WATER	92736	8/15/2018	5863	DEPARTMENT OF INDUS	CITATION 2 ITEM 1	4,500.00
552 - WATER	92741	8/15/2018	3461	FERGUSON ENTERPRISE	CNCRT WTR LID W/PRO	1,627.23
552 - WATER	92742	8/15/2018	3478	FRESNO PIPE & SUPPL	3/4 FIBER METER GSK	1,204.95
552 - WATER	92750	8/15/2018	6007	JT2 INC DBA TODD CO	TC-WELL15 ELECTRICA	5,106.78
552 - WATER	92768	8/15/2018	5796	PRESORT OF FRESNO L	DELINQUENT 7/10/18	271.79
552 - WATER	92771	8/15/2018	6095	RALPH GUTIERREZ WAT	JULY 2018 C P O SER	4,000.00
552 - WATER	92778	8/15/2018	4555	THATCHER COMPANY IN		1,882.33
552 - WATER	92792	8/15/2018	2960	UNITED STATES BUREA	5-07-20W428L	8,783.52
552 - WATER	92793	8/15/2018	5413	UNIVAR USA INC	WELL SITE 15	2,116.32
553 - SEWER	92732	8/15/2018	5741	CUMMINS PACIFIC		841.75
553 - SEWER	92739	8/15/2018	5978	DOMINO SOLAR LTD	WWTP SOLAR 7/3/18	3,974.74
553 - SEWER	92795	8/15/2018	356	USA BLUEBOOK	DIPPER 6' HANDLE	268.91
554 - REFUSE	92760	8/15/2018	5852	MID VALLEY DISPOSAL	CLEAN UP APRIL 2018	5,735.49
554 - REFUSE	92797	8/15/2018	6324	WEST COAST RUBBER R	GROUND RUBBER PLAY R	46,428.64
555 - RECYCLE/BOTTLED E	92773	8/15/2018	6323	RECYCLE AWAY	4 RECYCLING CONTAIN	2,278.09
600 - CAPITAL IMPROVEM	92745	8/15/2018	6300	GHD INC	ROUNDABOUT	6,958.00
600 - CAPITAL IMPROVEM	92796	8/15/2018	2099	VAHNN BLUE CONSTRUC	CLUB HOUSE REMODEL	2,054.00
660 - RDA OBLIGATION RE	92794	8/15/2018	2468	URBAN FUTURES INC.	TAX-PROFESSIONAL FE	1,950.00
720 - HOME REVOLVING I	92775	8/15/2018	2168	SELF-HELP ENTERPRIS	ACTIVITY DELIV 1333	89,801.70



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: August 28, 2018
AGENDA #: 5.3
STAFF: Bret Harmon, Finance Director, bharmon@lindsay.ca.us

AGENDA ITEM

TITLE	Commercial Lease in Wellness Center
ACTION	Consent Calendar – Authorize City Manager to Execute Contract
PURPOSE	Contract Requirement
OBJECTIVE	Live in a safe, clean, comfortable and healthy environment Dedicate resources to retain a friendly, small-town atmosphere

RECOMMENDATION

Staff respectfully recommends the City Council authorize the City Manager to execute a lease agreement of approximately 4,600 square feet in the Wellness Center with Omni Family Health.

BACKGROUND | ANALYSIS

Omni Family Health (OFH) is a network of state-of-the-art health centers located throughout the Central Valley. Since 1978, OFH has provided quality healthcare services in small communities like the City of Lindsay, such as in the cities of Buttonwillow, Lost Hills, Wasco, Taft, Delano, Shafter, Ridgecrest, Tehachapi, and others. OFH is expanding in the Central Valley. OFH operates medical sites, dental sites, behavioral health sites and full pharmacies. All OFH sites provide a full range of primary, preventative care and supportive services in the areas of medical, dental, behavioral health, chiropractic, and more. OFH will provide primary care services regardless of the patient's ability to pay. Not only will it provide a local option for many in Lindsay, but also reduces the strain on emergency rooms and other facilities.

Key points of contract:

TERM – five years with three three-year extensions. Maximum term under this agreement is 14 years. The City will have discretion to reject the extension options if OFH has been in default in more than one month in any single year.

SPACE – approximately 4,607 square feet.

AREA – North side of the building on the 1st and 2nd floors. The Great Room is not part of the lease. It will remain available for special event rentals.

RENT - \$1.65 per square foot. This is a competitive value for medical space in the County.

ADDITIONAL RENT - \$525 per month for utilities.



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: August 28, 2018
AGENDA #: 5.3
STAFF: Bret Harmon, Finance Director, bharmon@lindsay.ca.us

TOTAL MONTHLY RENT - \$8,125.55 with CPI adjustments in extension years. Rent payments begin six months after contract execution to allow Omni to make tenant improvements. Typically, the landlord would contribute financially to tenant improvements. The City is providing a waiver on lease payments for six months in lieu of contributing financially to tenant improvements.

The City Attorney has reviewed the contract. USDA approved the amount of lease space.

The addition of OFH to the Wellness Center without reducing the opportunity for special events at the Center increases the facilities utilization and brings a much-needed source of medical services to Lindsay.

IMPACT

The annual lease payment will be \$97,506.50 during the first five years. It will then increase annually by CPI. OFH's occupancy of part of the Wellness Center will not diminish current services or fitness opportunities at the Wellness Center. More people will visit the Wellness Center, Lindsay will be healthier, and the community will benefit financially from the additional people, commerce and lease payments.

ALTERNATIVES

- Authorize City Manager to execute agreement.
- Reject contract and give direction to staff.

PUBLIC OUTREACH

Published in this agenda.

Previous presentations by OFH to City Council.

ATTACHMENTS

- Lease agreement

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

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

DEFINITIONS

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

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

PREMISES

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

PERMITTED USE

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

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

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

TERM AND TERMINATION

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

RENT

11. Subject to the provisions of this Lease, Tenant shall pay to Landlord as rent for the Premises during the Term the following monthly amount:

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

OPERATING COSTS

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

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

USE AND OCCUPATION

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

EXCLUSIVITY

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

QUIET ENJOYMENT

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

TENANT IMPROVEMENTS

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

MAINTENANCE AND REPAIRS

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

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

SIGNAGE

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

INSURANCE

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

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

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

DAMAGE AND DESTRUCTION

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

INDEMINIFICATION

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

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

GOVERNING LAW

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

SEVERABILITY AND REFORMATION

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

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

ASSIGNMENT AND SUBLETTING

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

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

CARE AND USE OF PREMISES

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

SURRENDER OF PREMISES

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

HAZARD MATERIALS

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

RULES AND REGULATIONS

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

DEFAULT AND REMEDIES

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

NOTICES

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

RIGHT OF FIRST REFUSAL TO LEASE

49. During the Term and any Option Term, Tenant will have a continuous and ongoing right of first refusal to lease any space that becomes or will become available to lease within the Building (“Expansion Space”). When such space becomes available, Landlord shall make a written offer to Tenant describing the size of the Expansion Space and its location within the Building and the date the Expansion Space will be available for occupation (“Offer”). Tenant will have thirty (30) days following Landlord’s delivery of the Offer to exercise Tenant’s right of first refusal under this Section to lease the Expansion Space. If Tenant fails to give Landlord written notice of exercise within the thirty-day period, Tenant will be deemed to have waived Tenant’s right to lease the Expansion Space.
50. All space leased to Tenant under Tenant’s right of first refusal will have a commencement date identical to the commencement date in the Offer, and the Term of the Tenant’s lease of this space will be coterminous with the Term and Option Term.
51. The terms of this Lease, including the calculation of Rent, shall apply to the lease of the Expansion Space.
52. If Landlord leases or attempts to lease any part of the Expansion Space in violation of this provision, Landlord expressly agrees that Tenant shall have the right to exercise all remedies available at law and in equity, including but not limited to, the right to pursue injunctive relief to prohibit Landlord from leasing the Expansion Space to a third party, and an action to compel specific performance of the Landlord to comply with its obligations hereunder.

RIGHT OF FIRST REFUSAL TO PURCHASE PROPERTY

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

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

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

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

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

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

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

MEMORANDUM OF LEASE

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

GENERAL PROVISIONS

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

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

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

[Signatures on following page]

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


LANDLORD:

CITY OF LINDSAY

William (Bill) Zigler, City Manager

TENANT:

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

By: 

Francisco L. Castillon, MPA
Chief Executive Officer

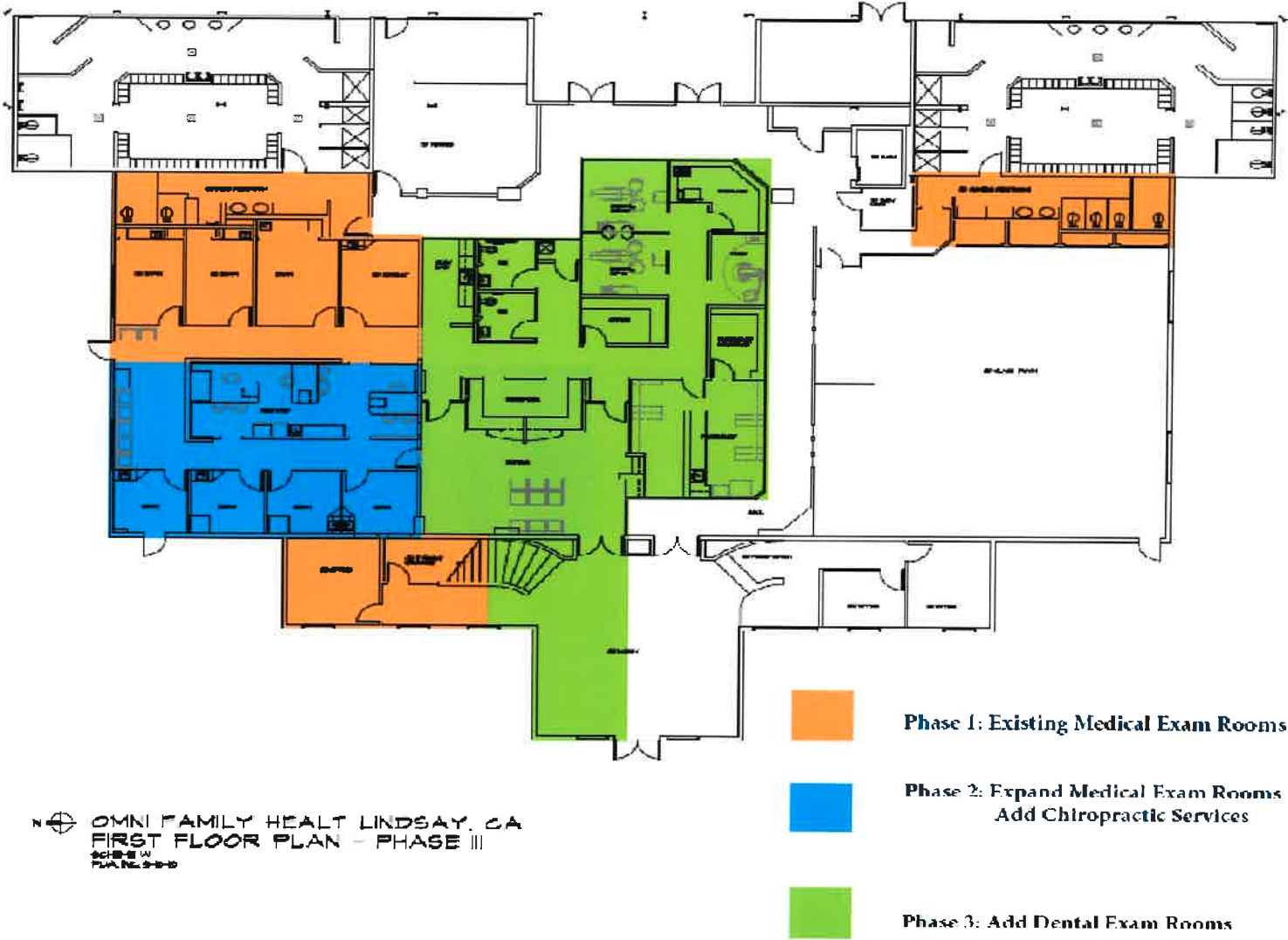
ATTEST:

Bret Harmon, City Clerk

EXHIBIT A

[Premises Description Attached]

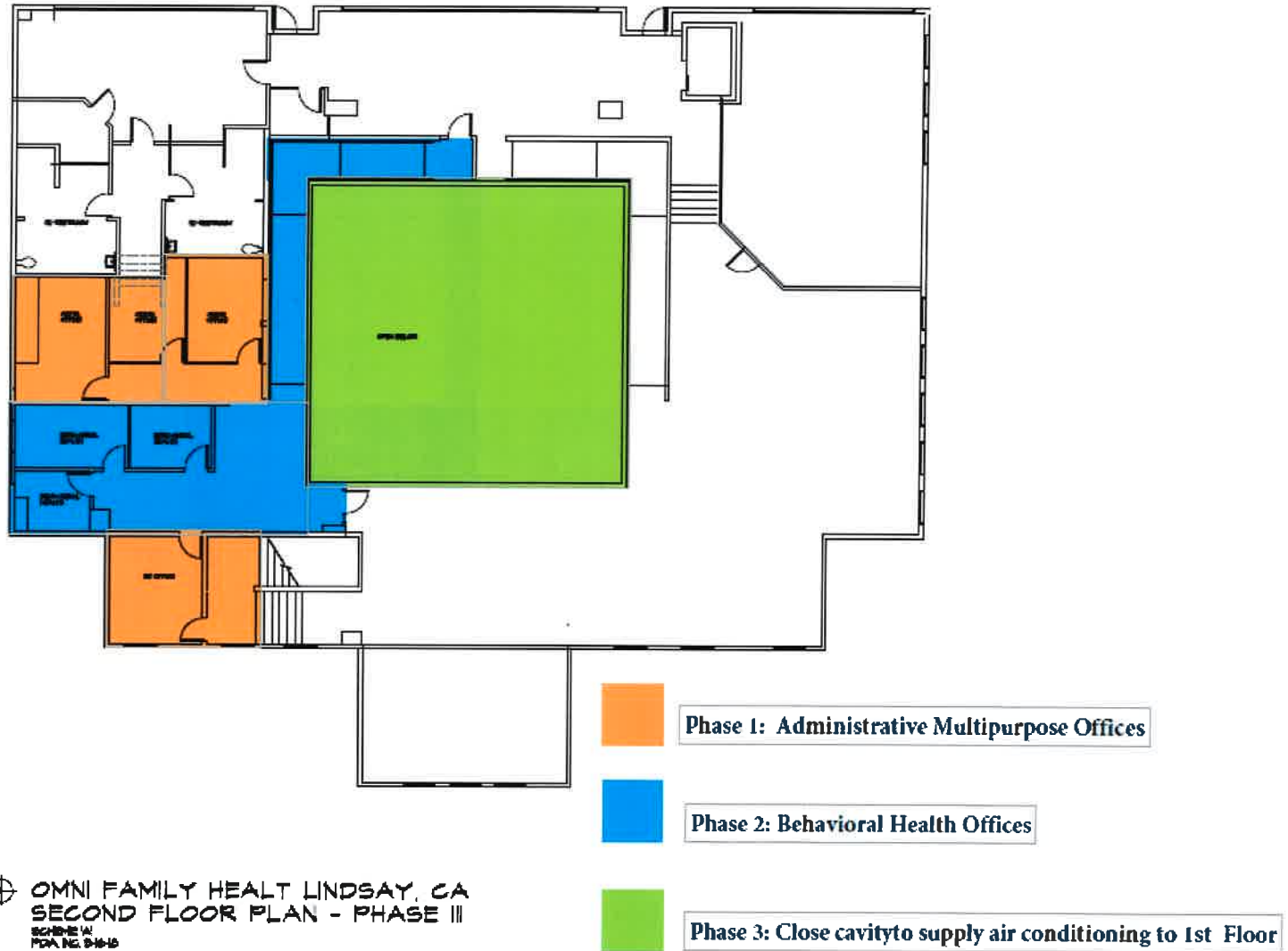
Lindsay Wellness Center: 1ST Floor



OMNI FAMILY HEALTH LINDSAY, CA
FIRST FLOOR PLAN - PHASE III
SCALE
DATE: 8-2-18

May 22, 2018

Lindsay Wellness Center: 2ND Floor



May 22, 2018

EXHIBIT B

Memorandum of Lease

RECORDING REQUESTED BY:
WHEN RECORDED MAIL TO:

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

APN:

MEMORANDUM OF LEASE

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

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

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

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

[signature page follows]

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

CITY OF LINDSAY – LANDLORD

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

William (Bill) Zigler, City Manager

Notary
By: 
Francisco L. Castellon, MPA
Chief Executive Officer

ATTEST:

Bret Harmon, City Clerk

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

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF TULARE)

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

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

WITNESS my hand and official seal.

Notary Public

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

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF KERN)

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

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

WITNESS my hand and official seal.

Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Kern)

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

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

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: Francisco L. Castillon
 Corporate Officer — Title(s): CEO
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: Omni Family Health

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: August 28, 2018
AGENDA #: 5.4
STAFF: Michael Camarena, Director of City Services

AGENDA ITEM

<i>TITLE</i>	East Ponds Monitoring Task Order
<i>ACTION</i>	Approval of East Ponds Monitoring Task Order to Provost and Pritchard Consulting Group
<i>PURPOSE</i>	Statutory/Contractual Requirement Council Vision/Priority Discretionary Action Plan Implementation
<i>COUNCIL OBJECTIVE(S)</i>	Live in a safe, clean, comfortable and healthy environment. Stimulate, attract and retain local businesses. Advance economic diversity. Yield a fiscally self-reliant city government while providing effective, basic municipal services.

RECOMMENDATION

Approval of East Ponds Monitoring Task Order to Provost and Pritchard Consulting Group

BACKGROUND | ANALYSIS

Lindsay Olive Growers (LOG) ceased operations in 1993. With this closure, the City of Lindsay was left as the sole responsible party to develop a groundwater monitoring plan in the vicinity of the east and west brine ponds. The west brine pond is located on Road 188 between Avenue 240 and Avenue 242. This property was sold to Hilardes Dairy in 2002 and subsequently developed into the dairy operation that is currently on site. There has been no use of the west ponds by industry effluent since the property was acquired by Hilardes Dairy. As part of the development of the dairy, an approved closure of the west pond was developed and accomplished (by Hilardes Dairy). There remain some shared expenses between the City and Hilardes Dairy (primarily groundwater monitoring and data collection).

The east ponds are a network of 3 ponds (1 lined pond and 2 unlined ponds) located on the northern portion of the City wastewater property. These ponds are approximately 57 total acres in size.

The State of California Regional Water Quality Control Board (RWQCB) requires the City (and Hilardes Dairy) to monitor the status of groundwater affected by the LOG brine pond operation per the requirements of the Monitoring and Reporting Program No. 87-054 (MRP) on a semiannual basis.



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: August 28, 2018
AGENDA #: 5.4
STAFF: Michael Camarena, Director of City Services

A network of twenty (20) monitoring wells is located between Road 180 and Road 196 to the west and east, and between Avenue 224 and Avenue 236 to the north and south. These monitoring wells are set in two monitoring zones: Zone A wells range from 27 to 80 feet below ground surface (BGS) and Zone B wells range from 135 to 177 feet BGS. Semi-annual groundwater monitoring is generally conducted in accordance with the MRP. The Monitoring and Reporting Program includes information per the Revised MRP requirements as follows:

- A description and discussion of the groundwater sampling event and results, including trends in the concentrations of pollutants and groundwater elevations in the wells, and how and when samples were collected;
- Groundwater contour or elevation maps showing groundwater flow direction and gradient;
- Tabulated groundwater measurement data;
- Tabulated groundwater quality data;
- Field logs that contain, at a minimum, water quality parameters measured before, during, and after purging, method of purging, depth of water, volume of water purged, etc.;
- Field analysis for temperature and pH, and laboratory analysis for electrical conductivity (EC), total dissolved solids (TDS), chloride, and sodium;
- A copy of the laboratory analytical data report;
- EC, TDS, chloride, and sodium shall be graphically presented on time plots for each monitoring well including historic results for trend evaluation;
- Analysis of whether the contaminant plume is stable, attenuating, or spreading; and
- A discussion of compliance with the MRP as well as effects of dry wells and new well locations as necessary.

With the past drought, the network of twenty (20) monitoring wells for the MRP has been severely affected. 15 of the wells are dry and cannot test groundwater; 1 well has water available but the water amount is insufficient for proper testing; 4 wells continue to provide ample water for testing. RWQCB continues to work closely with the City to determine an effective well replacement location for the dry wells. Work completed in the last 12 months has resulted in the installation of 1 new monitoring well. The near record rains of 2016-2017 allowed the City and the RWQCB to delay further monitoring well installations in 2017. Continuing to utilize the existing well network within the wastewater treatment plant along with the Hilardes Dairy well network has allowed flexibility with this MRP.

Funding the continued Monitoring and Reporting Program has been assigned to the City sewer budget and is funded in current and future budgets. For the current fiscal year, \$74,400 has been allocated to the MRP.

Provost and Pritchard Consulting Group of Visalia has provided groundwater monitoring consulting services to both Hilardes Dairy and the City of Lindsay.



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: August 28, 2018
AGENDA #: 5.4
STAFF: Michael Camarena, Director of City Services

In 2015, Council approved the development of a Request for Qualifications (RFQ) process with the purpose of retaining consulting engineering firms to complete tasks for projects. Council accepted 6 consulting firms to conclude this portion of the RFQ process. Provost and Pritchard Consulting Group was approved through the RFQ process.

ALTERNATIVES

- Approval of East Ponds Monitoring Task Order to Provost and Pritchard as recommended
- Do not approve of East Ponds Monitoring Task Order and provide direction to staff.

BENEFIT TO OR IMPACT ON CITY RESOURCES

As the responsible party, the City is required to monitor and report findings of groundwater status. Each year funds are budgeted to continue this requirement.

ENVIRONMENTAL REVIEW

None at this time

POLICY ISSUES

State of California Regional Water Quality Control Board (RWQCB) requires the City to monitor the status of groundwater affected by the LOG brine pond operation per the requirements of the Monitoring and Reporting Program on a semiannual basis.

PUBLIC OUTREACH

Posted in this agenda

ATTACHMENTS

- Attachment A, Provost & Pritchard Task Order No. 2 Proposal.
- Site plan of west and east pond locations with groundwater monitoring well network.



130 N. Garden Street
Visalia, CA 93291-6362
Tel: (559) 636-1166
Fax: (559) 636-1177
www.ppeng.com

August 21, 2018

Michael Camarena
City of Lindsay
150 North Mirage
Lindsay, CA 93247

**RE: Task Order 2, Master Engineering Services Agreement
Proposal for Consulting Services for Groundwater Monitoring and Reporting,
2018/19 Fiscal Year, East Ponds Area, Lindsay, California**

Dear Mr. Camarena:

Thank you for the opportunity to submit this proposal to provide environmental compliance consulting services for the City of Lindsay East Ponds site located northwest of Highways 65 and 137, Tulare County, CA. This proposal discusses our understanding of the project, recommends a scope of services together with associated fees, deliverables and approximate schedules, sets forth our assumptions and discusses other services that may be of interest as the project proceeds.

Project Understanding

The Regional Water Quality Control Board (RWQCB) requires semi-annual groundwater monitoring per Monitoring and Reporting Program No. 87-054 (MRP). A network of twenty (20) monitored wells is located between Road 180 and Road 196 to the west and east, respectively, and between Avenue 224 and Avenue 236 to the north and south. These monitoring wells are set in two monitoring zones: Zone A wells (MW-4, MW-5D, MW-6D, MW-7D, MW-9A, MW-11A, MW-13, MW-14D, MW-16A, MW-16D, MW-17, MW-18, MW-19, and MW-24A) range from 27 to 87 feet below ground surface (bgs) and Zone B wells (MW-6B, MW-9B, MW-11B, MW-13B, MW-14P, and MW-24B) range from 135 to 177 feet bgs.

Scope of Services

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

Phase F18 - Field Monitoring

The well network will be monitored for water level and water quality on a semi-annual basis. Samples will be collected and submitted to APPL laboratories in Clovis, CA.

Phase L18 - Laboratory Analysis

The samples will be analyzed for electrical conductivity (EC), total dissolved solids (TDS), chloride (Cl), and sodium (Na).

\\ppeng.com\pzdata\Clients\Lindsay_City of-3257\2016 Master Agreement for on-call services\2018-0821 Task Order 2 East Ponds GWMR.docx

Phase R18 - Reporting

One Fall 2018 Semi-Annual and Annual Report and one Spring 2019 Semi-annual Report will be prepared and uploaded to Geotracker as submittal to the RWQCB and copied to the City. The Reports will include the following information as required by the RWQCB:

- A description and discussion of the groundwater sampling event and results, including trends in the concentrations of pollutants and groundwater elevations in the wells, and how and when samples were collected;
- Groundwater contour or elevation maps showing groundwater flow direction and gradient;
- Tabulated groundwater measurement data;
- Tabulated groundwater quality data;
- Field logs that contain, at a minimum, water quality parameters measured before, during, and after purging, method of purging, depth of water, volume of water purged, etc.;
- Field analysis for temperature and pH, and laboratory analysis for electrical conductivity (EC), total dissolved solids (TDS), chloride, and sodium;
- A copy of the laboratory analytical data report;
- EC, TDS, chloride, and sodium shall be graphically presented on time plots for each monitoring well including historic results for trend evaluation;
- Analysis of whether the contaminant plume is stable, attenuating, or spreading; and
- A discussion of compliance with the MRP as well as effects of dry wells and new well locations as necessary.

Phase CON - Consulting

As of the spring 2018 report, 15 of the 20 wells are dry and cannot test groundwater; 5 wells continue to provide ample water for testing. Also, as of spring 2018, there has been much back and forth with the RWQCB regarding the best method to move forward. Potential new well installations, use of other wells, and pond closure have all been discussed. This task is to provide assistance to the City at the City's request to help navigate a path forward. If a significant effort method is decided upon, an addendum to this Task order will be prepared to provide services for whichever path is chosen.

Time and Materials

Provost & Pritchard Consulting Group will perform the services in this task order on a time and materials basis, in accordance with our Standard Fee Schedule in effect at the time services are rendered. These fees will be invoiced monthly as they are accrued, and our total fees, including reimbursable expenses, will not exceed our estimate of fees without additional authorization. For budgeting purposes, we estimate that our fees will be as follows:

Proposed Fee – Task Order 2	
Phase	Estimated Fee
Phase F18 – Field monitoring and sampling	\$4,900
Phase L18 – Laboratory Analysis	\$1,200
Phase R18 - Reporting	\$10,000
Phase CON - Consulting	\$5,000
Total Estimated Fee:	\$21,100

Schedule

Provost & Pritchard is prepared to begin immediately upon authorization to proceed. We will work with the City to establish a mutually agreed upon schedule.

Terms & Conditions

Reference is made to the Master Engineering Services Agreement (Agreement) dated January 4, 2016. This proposal will serve as Task Order 2 to the Agreement and the same terms and conditions identified in the Agreement apply to this proposal.

If this proposal is acceptable, please sign below and return a copy to our office. This document will serve as our Notice to Proceed. This proposal is valid for 60 days from the date above.

Respectfully,
Provost & Pritchard Consulting Group



Linda G. Sloan, PG 8299, CHG 930
Project Manager



Dave Norman, Environmental Specialist
Principal-in-Charge

Terms & Conditions Accepted

By City of Lindsay

Signature

Printed Name

Title

Date

Signature

Printed Name

Title

Date



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

0 600 1,200 Feet

PROVOST & PRITCHARD
CONSULTING GROUP
An Employee Owned Company

130 N. Garden Street
Visalia, CA 93291
(559) 636-1166

Project Area	Domestic Well
City of Lindsay Monitoring Well	Irrigation Well
Shared Monitoring Well	
Proposed Monitoring Well	

**City of Lindsay
East Ponds Site**

Site Plan
Figure 1



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: August 28, 2018
AGENDA #: 5.5
STAFF: Michael Camarena, Director of City Services

AGENDA ITEM

<i>TITLE</i>	United States Bureau of Reclamation (USBR) Long Term Contract Conversion Task Order
<i>ACTION</i>	Approval of USBR Long Term Contract Conversion Task Order to Dennis R. Keller and James H. Wegley Consulting Engineers
<i>PURPOSE</i>	Statutory/Contractual Requirement Council Vision/Priority Discretionary Action Plan Implementation
<i>COUNCIL OBJECTIVE(S)</i>	Live in a safe, clean, comfortable and healthy environment. Increase our keen sense of identity in a physically connected and involved community. Nurture attractive residential neighborhoods and business districts. Dedicate resources to retain a friendly, small-town atmosphere. Stimulate, attract and retain local businesses. Advance economic diversity. Yield a fiscally self-reliant city government while providing effective, basic municipal services.

RECOMMENDATION

Approval of USBR Long Term Contract Conversion Task Order to Dennis R. Keller and James H. Wegley Consulting Engineers

BACKGROUND | ANALYSIS

The Central Valley Project (CVP), managed by the U.S. Department of Interior, Bureau of Reclamation, Mid-Pacific Region, has over 270 contracts for the delivery of up to 9.5 million acre-feet of water on an annual basis. There are several different types of contracts: Settlement Contracts; Exchange Contracts; Refuge Contracts; Water Service Contracts; and, Repayment Contracts.

Repayment Contracts Repayment contracts are authorized under Sections 9c (1) (municipal and industrial contracts) and 9d (irrigation contracts) of the Reclamation Project Act of 1939 respectively for M&I and irrigation water. Repayment contracts are used when specific cost obligations can be readily assigned to beneficiaries such as when a specific facility is constructed for the sole benefit of a single contractor. Repayment contracts generally provide for 40 fixed annual payments to repay a fixed repayment amount. Except for four Friant Division contractors, all the contractors within the CVP's Friant Division executed



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: August 28, 2018
AGENDA #: 5.5
STAFF: Michael Camarena, Director of City Services

repayment contracts, as authorized by the San Joaquin River Restoration Settlement Act, and have repaid their capital obligation identified as of the date of that Act.

Lindsay is one of the four Friant Division contractors that have yet to convert from the existing long-term contract to the 9c (1) (municipal and industrial contract). Staff has completed initial research and communications with USBR staff and it appears that the City has met the repayment of capital obligations. The City operates under existing USBR Contract No. 5-07-20-W0428-LTR1. This contract was renewed in March 2005 and expires on February 28, 2045.

As there was a potential capital obligation payment identified to proceed with the conversion contract process, staff was hesitant to move forward. With further research completed, it appears there is no longer a capital obligation payment due and in fact may be a balance that has been created. This will be verified as part of this task order. The preliminary time frame identified for the contract conversion is 24 months minimum. Initial estimates of the cost of this task order is \$30,000 and will be funded through the water enterprise fund.

In 2015, Council approved the development of a Request for Qualifications (RFQ) process with the purpose of retaining consulting engineering firms to complete tasks for projects. Council accepted 6 consulting firms to conclude this portion of the RFQ process. Dennis R. Keller and James H. Wegley Consulting Engineers was approved through the RFQ process.

ALTERNATIVES

- Approval of USBR Long Term Contract Conversion Task Order to Dennis R. Keller and James H. Wegley Consulting Engineers
- Do not approve USBR Long Term Contract Conversion Task Order to Dennis R. Keller and James H. Wegley Consulting Engineers and provide direction to staff.

BENEFIT TO OR IMPACT ON CITY RESOURCES

Conversion from the existing long-term contract to a 9c (1) (municipal and industrial contracts) will provide assurance of access to surface water delivered from USBR sources.

ENVIRONMENTAL REVIEW

None at this time

POLICY ISSUES

City must possess contract with USBR for the ability of surface water delivery and management.



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: August 28, 2018
AGENDA #: 5.5
STAFF: Michael Camarena, Director of City Services

PUBLIC OUTREACH

Posted in this agenda

ATTACHMENTS

- Task Order Approval Form
- Task Order Attachment A
- Task Order Attachment B
- Task Order Exhibit A

TASK ORDER APPROVAL FORM

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

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

TASK ORDER: **United States Bureau of Reclamation (USBR) Long Term Contract Conversion**

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

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

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

Dated this _____ day of _____, 2018.

CITY OF LINDSAY

By: _____
Pamela Kimball Mayor

CONSULTANT

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

By: _____ Date: _____
Printed Name and Title

By: _____ Date: _____
Signature

ATTACHMENT A
United States Bureau of Reclamation (USBR) Long Term Contract Conversion
Task Order Proposal

SCOPE OF WORK

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

Task 1. Initial Investigation.

The City operates under existing USBR Contract No. 5-07-20-W0428-LTR1. This contract was renewed in March 2005 and expires on February 28, 2045. Preliminary investigation of the existing contract has determined that the City has met the repayment of capital obligations required for contract conversion and in fact may have a positive balance position. Initial investigation will confirm the repayment position of the City.

The scope of work for this task involves;

- Confirmation of the capital obligations of the City;
- Reporting findings to the City and obtaining approval to proceed with the contract conversion.

Task 2. Contract Conversion.

The conversion of the existing USBR long term contract may require 24 months, or greater to complete and may involve subconsultant legal and/or other services. The Consultant will lead and coordinate efforts to pursue the conversion goal.

City Project Support.

It is anticipated that the City will provide support on an as needed basis for this project.

ATTACHMENT B
United States Bureau of Reclamation (USBR) Long Term Contract Conversion
Task Order Proposal

This USBR Long Term Contract Conversion Task Order is estimated at \$30,000 and may take 24 months (minimum) to complete.

The Consultant will bill based on the time recorded by the Consultants staff to the respective Item.

The amount charged per hour is identified on the included Rate Schedule (Exhibit A).

Exhibit A

**STANDARD HOURLY RATE STRUCTURE
RATE SCHEDULE**

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

<u>Classification</u>	<u>Rate</u>
Keller, D.	\$140.00 -\$156.00/Hr.
Wegley	\$128.00 -\$133.00/Hr.
Blair	\$112.00/Hr.
Glass	\$112.00/Hr.
Keller, N.	\$90.00/Hr.
Winsett	\$92.00/Hr.
Inspector – Prevailing Wage	\$98.00/Hr.*
Boyles	\$67.00/Hr.
Inspector – Prevailing Wage	\$98.00/Hr.*
Davidson	\$69.00/Hr.
Madrigal	\$55.00/Hr.
Skiff	\$63.00/Hr.
Johnstone	\$63.00/Hr.
Eubank	\$60.00/Hr.
Students	\$25.00/Hr.
Computer Time	\$10.00/Hr.
CADD	\$ 8.00/Hr.
Mileage	\$ 0.53/Mile

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



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: August 28, 2018
AGENDA #: 5.6
STAFF: MIKE CAMARENA, DIRECTOR OF CITY SERVICES,
559-562-7102 EX. 8040, ENGINEERING@LINDSAY.CA.US

AGENDA ITEM

TITLE	Temporary Use Permit 18-26 (Kiwanis Hosted Carnival [California Carnival Company] at Community Center)
ACTION	Minute Order Approval
PURPOSE	Discretionary Action
COUNCIL OBJECTIVE(S)	Increase our keen sense of identity in a physically connected and involved community. Stimulate, attract and retain local businesses. Advance economic diversity.

RECOMMENDATION

Staff recommends that the City Council approve the temporary use permit application with the following conditions:

- The applicant shall provide a certificate of liability insurance for a minimum of \$1,000,000 listing the City of Lindsay as a certificate holder.
 - The applicant shall coordinate with Tulare County Health Services to satisfy any food sale requirements they choose to impose.
 - The applicant shall coordinate with local waste services for the temporary use of a minimum of four regular three-yard trash bins and two three-yard recycle bins to be placed near the existing trash bin at the northwest corner of the Community Center parking lot and see that they are emptied as needed.
 - The applicant shall provide a minimum of four regular porta-potties with an additional handicap accessible porta-potty.
 - The applicant shall arrange with the City the placement of light towers for pedestrian safety at Ono City and Parkside for the opening day of the carnival. One would be placed at the corner of Ono City Parkway and Parkside Avenue and the other at the parking lot. On/off operation and refueling (diesel only) would be provided by carnival staff, as is done during the Orange Blossom Festival.
 - The applicant shall be responsible for leaving the site in the same condition as before the temporary use began.
 - The applicant shall coordinate with the City to schedule a health and safety inspection with both the Building Inspector and the Fire Marshal.
-



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: August 28, 2018
AGENDA #: 5.6
STAFF: MIKE CAMARENA, DIRECTOR OF CITY SERVICES,
559-562-7102 EX. 8040, ENGINEERING@LINDSAY.CA.US

-The applicant shall ensure that the Carnival Company has obtained a temporary business license from the City of Lindsay.

- The applicant shall cover the cost of any City labor required for set-up, clean-up and the cost of any equipment needed, such as light towers and required fuel.

- City staff shall ensure site area landscape irrigation is turned off the week prior to the carnival setup.

BACKGROUND | ANALYSIS

Temporary Use Permit No. 18-26 is a request by the Lindsay Kiwanis to host a carnival run by California Carnival at the area surrounding the Lindsay Community Center from October 3 through October 7. California Carnival Company is the same company that operates during the annual Orange Blossom Festival. Carnival crews would begin setup on Tuesday, October 2, with the carnival opening to the public on Wednesday, October 3 and operate through Sunday, October 7. Tear down and clean up would be completed by Monday, October 8. Operations would typically start at 5pm on week nights, noon on Saturday and 3pm on Sunday and conclude by 10pm nightly.

The vacant lot north of the Community Center would be used for travel trailer and RV parking for carnival staff, similar to their operations during the Orange Blossom Festival. Fire extinguishers would be placed throughout the carnival as required by the Fire Marshal. Electricity would be provided by on-site generators. A minimum of four regular porta-potties along with an additional handicap accessible porta-potty would be provided by the applicant for customer convenience. Trash removal, cleaning services for the porta-potties and RV and travel trailer waste removal will be conducted as needed at the expense of the applicant with a minimum of one regular three-yard waste bin and one recycle three-yard waste bin. Parking would be provided by on-site parking opportunities in the parking lot adjacent to the Community Center as well as street-side parking. The applicant is also responsible for ensuring any requirements with Tulare County Health services are met for food sales. This is strictly a family-oriented event and no smoking or alcoholic beverages will be allowed.

The Kiwanis would conduct advance ticket sales from a table and easy-up at the southeast corner of the Jess Automotive site, located at 460 W. Hermosa. This location is frequently used for temporary flower sales by Angel Garden during Valentines' and Mothers' Day holidays, providing safe access and adequate parking. Site circulation would not be impeded.

The Kiwanis would arrange for the placement of two promotional banners on the Wind Machine at the intersection of Elmwood Avenue and Hermosa Street and one banner the Hwy 65 Hermosa Street intersection. Further, the Kiwanis would be responsible for their removal following the event.



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: August 28, 2018
AGENDA #: 5.6
STAFF: MIKE CAMARENA, DIRECTOR OF CITY SERVICES,
559-562-7102 EX. 8040, ENGINEERING@LINDSAY.CA.US

ALTERNATIVES

- Approve with modification(s)
- Deny request
- Request Staff to research and provide additional information

BENEFIT TO OR IMPACT ON CITY RESOURCES

Benefits to the City include a potential increase in tourism as members of adjacent communities will likely attend this event. Staff expects this event to assist local dining and shopping businesses.

Impacts include staff resources needed to inspect the carnival site and event set-up to ensure it meets general safety requirements.

ENVIRONMENTAL REVIEW

California Environmental Quality Act (CEQA) Article 19 §15304 identifies minor alterations to land, including carnivals, as Categorical Exempt. A draft Notice of Exemption has been prepared and has been available for public review.

POLICY ISSUES

The project site is zoned Resource, Conservation and Open Space (RCO). The proposed use is permitted, subject to approval of a temporary use permit by the City Council. Requirements for temporary use permits are listed in Zoning Ordinance Section 18.17.180:

SECTION 18.17.180 TEMPORARY USE PERMITS

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

A. Temporary use permits shall be for a fixed period of time, not to exceed thirty calendar days per year for each outdoor temporary use, and six months for all other uses or structures.

B. Adequate and safe ingress and egress shall be provided to the project site. Directional signing, barricades, fences, and landscaping may be required as a condition of permit approval. Private security personnel may also be required for promotional events.

C. Adequate parking facilities shall be provided for each temporary use.



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
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559-562-7102 EX. 8040, ENGINEERING@LINDSAY.CA.US

D. The proposed temporary use will not adversely impact traffic circulation or result in traffic congestion in the project area.

E. Upon termination of a temporary use, or abandonment of the site, the applicant shall remove materials and equipment, and restore the premises to its original condition.

F. Reasonable time limits for hours of operation may be set by the city council as a condition of permit approval.

G. Applicants for temporary use permits shall secure all other applicable licenses and permits prior to issuance of a temporary use permit.

H. Signing for temporary uses shall be subject to the approval of the community development department.

I. The city council may deny an application for a temporary use permit if conditions exist which would be injurious or detrimental to existing improvements, land uses, or surrounding areas.

The following is an evaluation of this event as it pertains to the requirements of a Temporary Use Permit:

Access: The project site provides safe access from the south, via Ono City Parkway. Staff believes that this access would meet the required criteria for a temporary use permit.

Parking: With approximately 62 off-street parking spaces along with an abundance of street-side parking available on Ono City Parkway, adequate paved parking is available at the proposed site.

Hours of Operation: Reasonable hours of operation are proposed for this type of use; between 5pm and 10pm on weekdays, between noon and 10pm Saturday and between 3pm and 10pm Sunday.

Duration of Permit: Council may approve this temporary use permit request for a time period not exceeding a cumulative total of 6 months. The applicant is requesting this permit for a period of seven days, include set-up and tear-down/clean-up; October 2 through October 8, 2018.

Fire and Safety: Fire extinguishers would be placed as required by State fire regulations. The Fire Marshal would inspect and approve the carnival site prior to the commencement of operations. Adequate site access is available for emergency services from both Parkside Avenue and Ono City Parkway. Any requirements from Tulare County Health Services shall be met by the applicant prior to the sale of food.

Security: Security would not be required, per Public Safety due to the nature of the event; which is a family-oriented event of short duration with a requirement to pay to participate on rides.

Insurance: The applicant would provide a certificate of liability insurance listing the City of Lindsay as a certificate holder, with coverage amounts acceptable to the City prior to the commencement of operations.



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Site Cleanup: The applicant would be required to maintain the site and surrounding area in a clean and neat condition, free of all trash and debris. The emptying of trash receptacles and dumpster would be monitored and be the responsibility of the applicant. If the dumpster becomes full prior to its normal emptying date, a special emptying would be arranged with the waste management company with the cost being borne by the applicant. Upon the conclusion of the carnival, the site would be returned to its pre-carnival condition.

PUBLIC OUTREACH

Temporary Use Permits do not require public outreach.




ATTACHMENTS

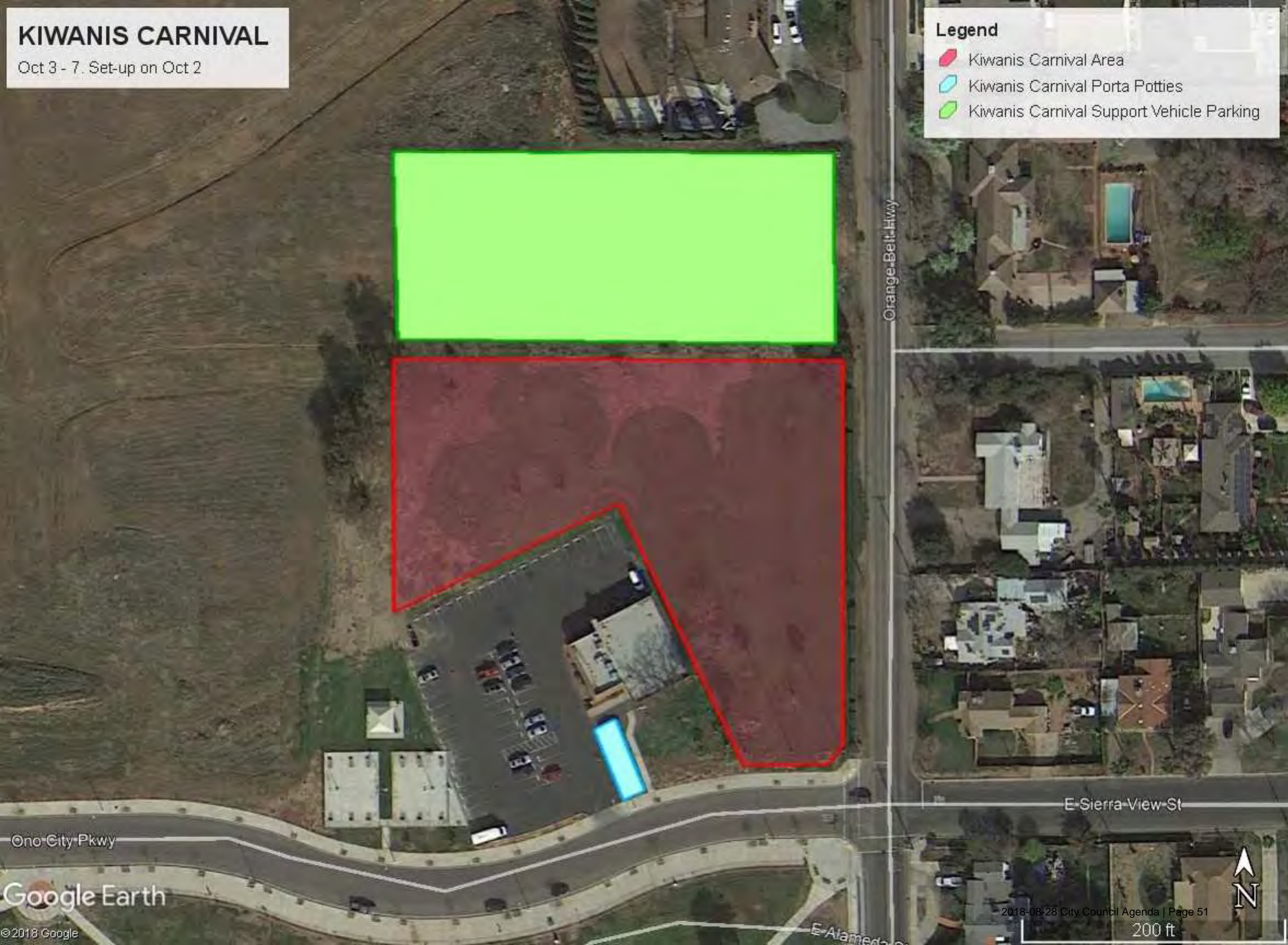
- Site Plan
- Zoning Map

KIWANIS CARNIVAL

Oct 3 - 7. Set-up on Oct 2

Legend

-  Kiwanis Carnival Area
-  Kiwanis Carnival Porta Potties
-  Kiwanis Carnival Support Vehicle Parking



Orange-Belt-Hwy

E-Sierra-View-St

Ono-City-Pkwy

E-Alameda-St

Google Earth

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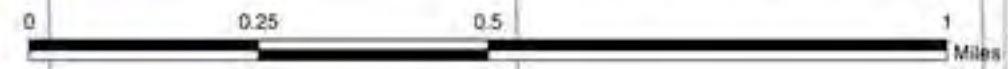


CITY OF LINDSAY ZONING MAP

CARNIVAL SITE

ADVANCE TICKET SALES
(JESS AUTOMOTIVE)

- Legend**
- City Limits
 - Railroad
 - State Highway
 - Streets
 - Parcels
- Zoning**
- (CC) Central Commercial
 - (CH) Highway Commercial
 - (CN) Neighborhood Commercial
 - (CS) Service Commercial
 - (FI) Heavy Industrial
 - (LI) Light Industrial
 - (MX) Mixed-Use
 - (PO) Professional Offices
 - (R-1-7) Single Family Residential
 - (RCO) Resource, Conserv. & Open Space
 - (RM-1.5) Office/High Density
 - (RM-3) Multi-Family Residential
 - (RM-40) Multi-Family Residential
 - Unknown



Map Data Provided by: Esri, DeLorme, Garmin, Mapbox, OpenStreetMap contributors, Swatch, and the City of Lindsay Planning and Economic Development Department. Created June 15, 2018.

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