



# LINDSAY SUCCESSOR AGENCY & CITY COUNCIL MEETING: REGULAR MEETING

251 E. Honolulu St., Lindsay, CA 93247

Tuesday, March 12, 2019 @ 5:55PM (Successor Agency) and 6:00PM (City Council)

Page 1

## SUCCESSOR AGENCY MEETING

CALL TO ORDER: 5:55pm

ROLL CALL: Board Members Sanchez, Flores, Watson, Cortes & Chairperson Kimball

---

### Item SA0: Success Agency Public Comment

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

---

Item SA1: Resolution SA19-02 Convey title of two governmental-purposes properties from the Successor Agency Conveyance of Property  
[Roll Call Action Item] Presented by City Planner  
Pages 1-5

---

Item SA2: Adjourn  
[Minute Order Action Item]

## CITY COUNCIL MEETING

CALL TO ORDER: 6:00pm

ROLL CALL: Council Members Sanchez, Flores, Watson, Mayor Pro Tem Cortes & Mayor Kimball

PLEDGE: Councilmember Watson

INVOCATION: To Be Announced

---

### Item 0: Public Comment

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

---

Item 1: Council Reports  
City Council Members report on recent or upcoming events

---

Item 2: LHS Student Representative Report  
Student reports on recent or upcoming events

---

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



# LINDSAY SUCCESSOR AGENCY & CITY COUNCIL MEETING: REGULAR MEETING

251 E. Honolulu St., Lindsay, CA 93247

Page 2

- 
- Item 3: Staff Report  
City Manager or designee reports on recent or upcoming events
- 
- Item 4: Consent Calendar  
[Roll Call Action Item] Routine items approved in one motion unless item is pulled for discussion  
Pages 6-56
1. Minutes from February 26, 2019 council meeting
  2. Warrant List for March 6, 2019
  3. Treasurer's Report for February 2019
  4. Resolution 19-06 Accept title of two governmental-purposes properties from the Successor Agency
  5. Resolution 19-07 Authorizing the mayor to sign 2019 temporary 215 contract year water service contract No. 19-WC-20-5388 Friant Division, Central Valley Project (CVP), California
  6. IRWM P&P Task Order
  7. Keller IRWM Task Order
  8. Proposition 1 Planning Grant (Environmental) Change Order
- 
- Item 5: Site Plan Review for Labyrinth on East Side of City Hall  
[Minute Order Action Item] Presented by City Manager Zigler  
Pages 57-59
- 
- Item 6: Request to Advertise in Annual OBF Publication and at What Level  
[Minute Order Action Item] Presented by City Manager Zigler  
Page 60
- 
- Item 7: Resolution 19-08 Authorizing City Manager to negotiate and execute contract with Jimora Enterprises for Friday Night Market operations.  
[Roll Call Action Item] Presented by Ad-Hoc Committee  
Pages 61-64
- 
- Item 8: Update on Street Projects  
[Information Item] Presented by Director of City Services Camarena  
Pages 65-67
- 
- Item 9: Update from Retail Cannabis Ad-Hoc Committee  
[Discussion Item] Presented by Ad-Hoc Committee
- 
- Item 10: Executive Session
1. Conference with Legal Counsel regarding GC§54956.9(b) Anticipated Litigation/Significant Exposure to Litigation
- 
- Item 11: Adjourn  
The next regular Lindsay City Council meeting will be held in the City Council Chambers at 251 E. Honolulu Street in Lindsay, California beginning at 6:00PM on March 26, 2019.
-



## STAFF REPORT

TO: SUCCESSOR AGENCY TO THE FORMER LINDSAY REDEVELOPMENT AGENCY  
DATE: March 12, 2019  
AGENDA #: SA 02  
FROM: Jessica Bispels, Assistant City Planner

---

### AGENDA ITEM

<i>TITLE</i>	Transference of Governmental Purpose Properties from the Successor Agency to the former Lindsay Redevelopment Agency to the City of Lindsay
<i>ACTION</i>	Adoption of Resolution SA19-02 transferring the Governmental Purpose Properties from the former Lindsay Redevelopment Agency to the City of Lindsay pursuant to Health and Safety Code Section 34181(a)
<i>PURPOSE</i>	Discretionary Action
<i>OBJECTIVE(S)</i>	<ul style="list-style-type: none"><li>• Live in a safe, clean, comfortable and healthy environment.</li><li>• Increase our keen sense of identity in a physically connected and involved community.</li><li>• Nurture attractive residential neighborhoods and business districts.</li></ul>

---

### RECOMMENDATION

Staff recommends that the Successor Agency to the former Lindsay Redevelopment Agency adopt Resolution SA19-02 , formalizing its approval and direction to staff to transfer title of two properties identified in Exhibit A to the City of Lindsay to be used for governmental purposes.

---

### BACKGROUND | ANALYSIS

As part of the 2011 Budget Act, and in order to protect funding for core public services at the local level, the California Legislature approved the dissolution of the state's 400 plus Redevelopment Agencies (RDAs). After a period of litigation, RDAs were officially dissolved as of February 1, 2012. As a result of the elimination of the RDAs, property tax revenues are now being used to pay required payments on existing bonds, other obligations, and pass-through payments to local governments. The remaining property tax revenues that exceed the enforceable obligations are now being allocated to cities, counties, special districts, and school and community college districts, thereby providing critical resources to preserve core public services.

To help facilitate the wind-down process at the local level, Successor Agencies were established to manage redevelopment projects currently underway, make payments on enforceable obligations, and dispose of redevelopment assets and properties. Each Successor Agency has an Oversight Board that oversees its work. The Oversight Board is comprised of representatives of the local agencies that serve the redevelopment project area: the city, county, special districts, and K-14 educational agencies. Oversight Board members have a fiduciary responsibility to holders of enforceable obligations, as well as

---



## STAFF REPORT

TO: SUCCESSOR AGENCY TO THE FORMER LINDSAY REDEVELOPMENT AGENCY  
DATE: March 12, 2019  
AGENDA #: SA 02  
FROM: Jessica Bispels, Assistant City Planner

---

to the local agencies that would benefit from property tax distributions from the former redevelopment project area.

In June of 2012, the Governor of California signed into law AB 1484, which changed the requirements to dispose of former redevelopment agency properties.

Health and Safety Code (HSC) Section 34181(a) requires the Oversight Board to direct the Successor Agency to transfer ownership of those assets that were constructed and used for a governmental purpose, such as roads, school buildings, parks, police and fire stations, libraries, and local agency administrative buildings, to the appropriate public jurisdiction. The Successor Agency must approve and submit a Department of Finance (DOF) Long-Range Property Management Plan.

The following former Lindsay Redevelopment Agency properties are currently being used for governmental purposes or are intended for such use:

<u>Item #</u>	<u>APN</u>	<u>Purpose</u>
1	205-320-001	Park
2	205-030-044	Park

On September 23, 2015, the Oversight Board approved the transfer of the properties from the Successor Agency back to the City of Lindsay by resolution OB15-04. The Successor Agency has approved and submitted the Department of Finance Long-Range Property Management Plan, and it has been approved by the state. The final step is the transfer of the properties from the Successor Agency to the City.

### *BENEFIT TO OR IMPACT ON CITY RESOURCES*

The project will allow the City to own two properties with the only restriction that they be used for governmental purposes.

### *ENVIRONMENTAL REVIEW*

The transfer of ownership is exempt from CEQA review, pursuant to CEQA Guidelines 15061.3. There is no plan for what will happen with the property, so there will be no physical change to the environment at this time.

### *PUBLIC OUTREACH*

Posted in this agenda

### *ATTACHMENTS*

- Exhibit A: Identification of parcels – map
  - Resolution SA19-02
-



## STAFF REPORT

TO: SUCCESSOR AGENCY TO THE FORMER LINDSAY REDEVELOPMENT AGENCY  
DATE: March 12, 2019  
AGENDA #: SA 02  
FROM: Jessica Bispels, Assistant City Planner



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



## RESOLUTION OF THE CITY OF LINDSAY

NUMBER SA19-02

TITLE **A RESOLUTION OF THE SUCCESSOR AGENCY OF THE CITY OF LINDSAY TO TRANSFER TITLE OF TWO GOVERNMENTAL USE PROPERTIES (APN 205-320-001 & 205-030-044) TO THE CITY OF LINDSAY TO BE USED FOR PUBLIC PURPOSES FOR THE FORSEEABLE FUTURE PURSUANT TO HEALTH AND SAFETY CODES SECTION 34282(a)**

MEETING At a regularly scheduled meeting of the Successor Agency to the Lindsay Redevelopment Agency held on March 12, 2019 at 6:00PM at 251 E. Honolulu Street, Lindsay, CA 93247.

**WHEREAS**, by implementation of AB X1 26 (“AB26”), which amended provisions of the California Redevelopment Law (Health & Safety Code (“HSC”) 33000 *et seq.*) (“CRL”), and the California Supreme Court’s decision in California Redevelopment association v. Matosantos, as of February 1, 2012, the Lindsay Redevelopment Agency (“Redevelopment Agency”) was dissolved, the Successor Agency to the Lindsay Redevelopment Agency (“Successor Agency”) came into existence, and the requirement for the appointment of an Oversight Board to the Successor Agency to the Lindsay Redevelopment Agency (“Oversight Board”) became effective;

**WHEREAS**, on February 1, 2012, all assets, properties, contracts, leases, books and records, buildings, and equipment of the former Redevelopment Agency transferred to the control of the Successor Agency by operation of law; and

**WHEREAS**, AB 1484 was passed by the California State Legislature and was signed into law by the Governor on June 27, 2012, modifying the provisions of AB 26; and

**WHEREAS**, HSC Section 34177(e) requires successor agencies to dispose of assets and properties of the former redevelopment agency as directed by the oversight board; provided, however, that the oversight board may instead direct the successor agency to transfer ownership of certain assets pursuant to Section 34181(a); and

**WHEREAS**, HSC Section 34181(a) states that the oversight board shall direct the successor agency to transfer ownership of those assets of the former redevelopment agency that were constructed and used for governmental purposes such as roads, school buildings, parks, and fire stations, to the appropriate public jurisdiction pursuant to any existing agreements relating to the construction of such assets; and

**WHEREAS**, the Successor Agency has identified two Redevelopment properties, shown in Exhibit A, that are being used for or intended for governmental purposes; and

**WHEREAS**, on September 23, 2015, the Oversight Board resolved to transfer the governmental use properties listed in Exhibit A to the City of Lindsay provided that the properties achieve their intended public purpose for the foreseeable future; and

RESOLUTION NO. SA19-02  
Page 1 of 2



# RESOLUTION OF THE CITY OF LINDSAY

**WHEREAS**, the City of Lindsay desires to accept the transfer of the two properties identified in Exhibit A and use them for their intended public purposes.

**NOW, THEREFORE, THE BOARD OF THE SUCCESSOR AGENCY TO THE LINDSAY REDEVELOPMENT AGENCY DOES HEREBY RESOLVE AS FOLLOWS:**

- SECTION 1. The Successor Agency of the City of Lindsay hereby transfers the two properties listed in Exhibit A to the City of Lindsay in order for the City to use the properties for their intended public purposes for the foreseeable future.
- SECTION 2. The City Manager of the City of Lindsay, or designee, is hereby authorized to take such actions as are necessary and appropriate to implement this Resolution.
- SECTION 3. Be it further resolved that this Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** by the Board of the Successor Agency to the Lindsay Redevelopment Agency as follows:

MEETING DATE	
MOTION	
2 <sup>nd</sup> MOTION	
AYES	
ABSENT	
ABSTAIN	
NAYS	

CERTIFICATION OF THE FOREGOING RESOLUTION AS FULL, TRUE, PASSED AND ADOPTED BY THE BOARD OF THE SUCCESSOR AGENCY TO THE LINDSAY REDEVELOPMENT AGENCY AS DETAILED.

\_\_\_\_\_  
Board Secretary

\_\_\_\_\_  
Chair



## LINDSAY CITY COUNCIL MEETING: REGULAR MEETING

251 E. Honolulu St., Lindsay, CA 93247

Tuesday, February 26, 2019 @ 6:00PM

Page 8462

---

CALL TO ORDER:	6:00pm
ROLL CALL:	Council Members Sanchez, Flores, Watson, Mayor Pro Tem Cortes & Mayor Kimball (all present)
PLEDGE:	Mayor Kimball
INVOCATION:	Rev. Paul Leavens

---

### Item 0: Public Comment

- Eric Sinclair – shared stories about his family and achievements in his youth.
- Mercy Herrera – expressed concerns about City’s finances and the relationship with the Chamber.
- Trudy Wischemann – commented on a podcast produced by the sun gazette.
- Robin Perna – presented a check to the City and commented on cost savings and fundraising at the Chamber.
- Virginia Loya – commented on finances and Chamber’s payments to the City.
- Steve – commented on the value of the swap meet.
- Carina Sanchez – shared her parents own the furniture store on Hermosa. The Friday Night Market helps their business and is important to their family.
- Steven Mecum –shared thoughts on his experience on council dealing with McDermont and City finances.
- Ramona Padilla – shared experience on council dealing with McDermont. Talked about importance of public safety.
- Ramona Caldio – moved to Lindsay a year ago. A retired police officer and business owner. Expressed concerns about finances and crime. Calls the Sheriff department when there are stolen cars.

---

### Item 1: Council Reports

- Flores – Toured the cannabis retail place in Woodlake and cultivation warehouse. Was impressed by the facilities. Shared concerns about City finances.
- Watson – Reflected on his experiences over the last 15 years in Lindsay. Shared the current City Council and administration have been working to right the City’s finances.
- Sanchez – Expressed appreciation for those in attendance. Shared salary information and news articles from 10 years ago. Expressed concerns about City’s financial past. Shared thoughts about the Farmer’s market. Visited the cannabis retail store in Woodlake. Surprised with how well it operated. Compared the warehouse to Willa Wonka’s chocolate factory.
- Cortes –Commented on the value of hearing perspectives from all sides of a discussion. Shared her experience about what it is like being on council. Reading across America is this week. Attended the car seat event. Middle school soccer is going on right now. Women’s event coming soon. March 28-April 1 Ono City delegation visits.
- Kimball –Talked about what the City has gone through and what she has gone through since 2010. Addressed the numerous forces impacting the City’s finances and the negative impact of decisions by prior management teams. Recognized the contract with the chamber for the market ended. Expressed hope the chamber will submit a response to the RFP. Announced dinner at museum for St. Patrick’s Day, Friday, March 15<sup>th</sup> (\$20).

---

### Item 2: LHS Student Representative Report

- McCall – absent

---

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





# LINDSAY CITY COUNCIL MEETING: REGULAR MEETING

251 E. Honolulu St., Lindsay, CA 93247  
Tuesday, February 26, 2019 @ 6:00PM

## Item 3: Staff Report

- Zigler – requesting three ad-hoc committees tonight. Staff will bring list of street projects for bid release. Positive findings at the test wells. Talked about the park grant application and survey. Reported on activities at Wellness.

## Item 4: Consent Calendar

1. Minutes from February 12, 2019 Council Meeting
2. Warrant List for February 20, 2019
3. Approval to correct error in Resolution Number from 19-02 (Jan. 22, 2019) to 19-01.5

Motion:	Approve consent calendar		[Minute Order]
1 <sup>st</sup>	2 <sup>nd</sup>	Result	
Cortes	Sanchez	5-0 approved	

## Item 5: Proclamation: Recognition of Lifesaving Event

- Chief Hughes – shared the story of Sgt. Alcantar and Officer Dempsie responding to a home and saving the life of a 45-year-old father and husband. EMS helped save the life. Chief invited the family to come forward for the audience to see them. Welcomed the rescuers to the front of the room. Mayor gave a proclamation to each of them.

## Item 6: Presentation on Car Seat Safety Event

- Officer Nave – Presented pictures and shared experience at the car seat event. Next event will likely be during the Wellness Fair. People can come to the Police Department to have their car seat inspected. Biggest misuses: chest clip should be at armpit height, not anchored on front facing and front facing before age 2.

## Item 7: Second Reading of Ordinance 570 – An ordinance of the City of Lindsay amending Chapter 18 of the Lindsay Municipal Code allowing for cannabis businesses in permitted zones with a conditional use permit.

- Zigler – Presented the staff report and recommended adoption of the ordinance. Reviewed the uses by zoning code. No changes from prior reading.

Motion:	Adopt ordinance and waive the reading in full						[Roll Call Vote]
1 <sup>st</sup>	2 <sup>nd</sup>	Flores	Sanchez	Watson	Cortes	Kimball	Result
Cortes	Sanchez	Yes	Yes	Yes	Yes	No	4-1 approved

## Item 8: Second Reading of Ordinance 571 – An ordinance repealing Chapter 8.06 of the Lindsay Municipal Code and adding Chapter 5.28 allowing cannabis businesses and establishing permitting procedures and regulations.

- Zigler – Presented the staff report and recommended adoption of the ordinance. No changes from prior reading.

Motion:	Adopt ordinance 571 and waive the reading in full						[Roll Call Vote]
1 <sup>st</sup>	2 <sup>nd</sup>	Flores	Sanchez	Watson	Cortes	Kimball	Result
Flores	Sanchez	Yes	Yes	Yes	Yes	No	4-1 approved

## Item 9: Discussion regarding Taxation of Retail Cannabis

- Zigler – Presented information about retail cannabis about the locations, number and regulations. Identified the downtown as staff’s recommended location for a cannabis overlay district.



# LINDSAY CITY COUNCIL MEETING: REGULAR MEETING

251 E. Honolulu St., Lindsay, CA 93247  
Tuesday, February 26, 2019 @ 6:00PM

- Council – liked the concept the downtown area.
- Zigler – asked Council to consider creating an ad-hoc committee to study the best options for the City and to use the appropriate tools.
- Zamora – talked about how a council would address the various steps in authorizing a cannabis retail business, background checks, the logistics and administrative steps.

## Item 10: Formation of Ad-Hoc Committee to Study Retail Cannabis

- Council – expressed desire for an ad-hoc committee.

Motion: Flores and Sanchez to be part of the ad-hoc committee [Minute Order]

1 <sup>st</sup>	2 <sup>nd</sup>	Result
Cortes	Watson	5-0 approved

## Item 11: Resolution 19-03 Subaward Agreement for FY 2018 State Homeland Security Grant

- Chief Hughes – presented staff report.

Motion: Approve resolution 19-03 [Roll Call Vote]

1 <sup>st</sup>	2 <sup>nd</sup>	Flores	Sanchez	Watson	Cortes	Kimball	Result
Cortes	Flores	Yes	Yes	Yes	Yes	Yes	5-0 approved

## Item 12: Resolution 19-04 Tax Defer Member Paid Contributions (CalPERS)

- Harmon – reviewed staff report

Motion: Approve resolution 19-04 [Roll Call Vote]

1 <sup>st</sup>	2 <sup>nd</sup>	Flores	Sanchez	Watson	Cortes	Kimball	Result
Watson	Cortes	Yes	Yes	Yes	Yes	Yes	5-0 approved

## Item 13: Resolution 19-05 Authorization to Negotiate and Execute Contract with Empower for 457b Record Keeping Services

- Harmon – Presented staff report and explained how a 457b plan is like a 401k plan. Changing providers will increase services for employees and reduce liability exposure for the City.

Motion: Approve resolution 19-05 [Roll Call Vote]

1 <sup>st</sup>	2 <sup>nd</sup>	Flores	Sanchez	Watson	Cortes	Kimball	Result
Watson	Sanchez	Yes	Yes	Yes	Yes	Yes	5-0 approved

## Item 14: Formation of a Rates & Fees Ad-hoc Committee

- Zigler – presented purpose of rates and fees ad-hoc committee
- Kimball – reviewed the list of ad-hoc committees
- Zamora – explained how the ad-hoc will have guidance in reviewing the rates and fees

Motion: Kimball and Cortes as members [Minute Order]

1 <sup>st</sup>	2 <sup>nd</sup>	Result
Watson	Flores	5-0 approved

## Item 15: Market Operations RFP – Finalize Time, Day and Location for Market

- Harmon – Presented three locations from the ad-hoc committee.
- Zigler – expounded on the impact of the market and objectives to help the downtown. Discussed one-hour downtown parking to accommodate the local businesses as well as market goers.
- Cortes – shared the importance of having the entire council part of the final decision.

Motion: Downtown with adjustment to alley west of Mirage on Honolulu on Friday nights from 5pm-10pm [Minute Order]



# LINDSAY CITY COUNCIL MEETING: REGULAR MEETING

251 E. Honolulu St., Lindsay, CA 93247

Tuesday, February 26, 2019 @ 6:00PM

Page 8465

1 <sup>st</sup>	2 <sup>nd</sup>	Result
Watson	Flores	5-0 approved

## Item 16: Formation of a Harvard Park Ad-Hoc Committee

- Zigler – summarized this as a request from council from last meeting. The ad-hoc committee would work to identify potential upgrades or changes at Harvard Park.

Motion: Sanchez and Watson to be on the committee

[Minute Order]

1 <sup>st</sup>	2 <sup>nd</sup>	Result
Cortes	Flores	5-0 approved

## Item 17: LAFCO Large City and Small City Representatives

- Zigler – TCAG is looking for representatives from the small cities to LAFCO. Choice between Woodlake Mayor or Mayor Kimball.

Motion: Vote for Mayor Kimball to be the representative.

[Minute Order]

1 <sup>st</sup>	2 <sup>nd</sup>	Result
Cortes	Watson	5-0 approved

## Item 18: Adjourn

The next regular Lindsay City Council meeting will be held in the City Council Chambers at 251 E. Honolulu Street in Lindsay, California beginning at 6:00PM on March 12, 2019.

Motion: Adjourn meeting

[Minute Order]

1 <sup>st</sup>	2 <sup>nd</sup>	Result
Cortes	Watson	5-0 approved

ATTEST:

CITY COUNCIL OF THE CITY OF LINDSAY

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

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

FUND	Check #	Date	Vendor #	Vendor Name	Description	Amount
<b>TOTAL</b>						<b>\$ 163,513.94</b>
101 - GENERAL FUND	94006	2/21/2019	4259	AAA TRUCK SERVICE I	Multiple	7.11
101 - GENERAL FUND	94007	2/21/2019	279	CITY OF PORTERVILLE	01-000680 ANIMAL DE	227.00
101 - GENERAL FUND	94009	2/21/2019	4717	COUNTY OF TULARE /	12/18 PRINT PD	148.23
101 - GENERAL FUND	94010	2/21/2019	4567	COUNTY OF TULARE IT	Multiple	671.77
101 - GENERAL FUND	94011	2/21/2019	5741	CUMMINS PACIFIC	Multiple	1,378.02
101 - GENERAL FUND	94012	2/21/2019	316	DEPT OF JUSTICE	Multiple	480.00
101 - GENERAL FUND	94013	2/21/2019	119	DOUG DELEO WELDING	Multiple	94.72
101 - GENERAL FUND	94014	2/21/2019	633	ENTENMANN-ROVIN CO	FLAT BADGES WALLET	319.08
101 - GENERAL FUND	94015	2/21/2019	6010	FRONTIER COMMUNICAT	Multiple	1,137.09
101 - GENERAL FUND	94016	2/21/2019	148	GOMEZ AUTO & SMOG	Multiple	2,288.96
101 - GENERAL FUND	94017	2/21/2019	4955	JAMAR TECHNOLOGIES,	MASTIC TAPE -ROLL	206.87
101 - GENERAL FUND	94018	2/21/2019	234	MARTIN'S TIRE & AUT	Multiple	1,124.90
101 - GENERAL FUND	94020	2/21/2019	1565	OACYS.COM INC	EMAIL ONLY ACCOUNT	13.95
101 - GENERAL FUND	94022	2/21/2019	276	PORTERVILLE RECORDE	Multiple	215.55
101 - GENERAL FUND	94024	2/21/2019	285	QUILL CORPORATION	FINANCE SUPPLIES	446.85
101 - GENERAL FUND	94025	2/21/2019	5314	SHRED-IT USA LLC	1/14/2019 SERVICE	130.89
101 - GENERAL FUND	94026	2/21/2019	598	SIERRA VIEW DISTRIC	Multiple	125.00
101 - GENERAL FUND	94028	2/21/2019	144	THE GAS COMPANY	Multiple	3,423.80
101 - GENERAL FUND	94029	2/21/2019	5747	UNITED STAFFING	Multiple	757.60
101 - GENERAL FUND	94030	2/21/2019	1041	VERIZON WIRELESS	Multiple	179.73
101 - GENERAL FUND	94031	2/21/2019	2811	VISALIA TOYOTA	Multiple	513.32
101 - GENERAL FUND	94032	2/21/2019	612	WEISENBERGERS ACE H	Multiple	367.60
101 - GENERAL FUND	94033	2/27/2019	2873	ADVANTAGE ANSWERING	2/1/19-2/28/19	214.69
101 - GENERAL FUND	94034	2/27/2019	1858	ALL PRO FIRE AND SA	OLIVE BOWL	35.00
101 - GENERAL FUND	94035	2/27/2019	6362	AMERICAN BUSINESS M	TONER-CANNON	8.00
101 - GENERAL FUND	94036	2/27/2019	5457	AUTO ZONE COMMERCIA	Multiple	240.70
101 - GENERAL FUND	94037	2/27/2019	4281	BRIAN E. WATSON	COUNCIL STIPEND	50.00
101 - GENERAL FUND	94038	2/27/2019	6351	CANON FINANCIAL SER	Multiple	2,258.52
101 - GENERAL FUND	94041	2/27/2019	6374	DEPARTMENT OF TAX A	TAX IMPLEMENTATION	26,443.22
101 - GENERAL FUND	94044	2/27/2019	6100	KEENAN & ASSOCIATES	Multiple	46,369.94
101 - GENERAL FUND	94046	2/27/2019	6103	LAURA CORTES	COUNCIL STIPEND	50.00
101 - GENERAL FUND	94047	2/27/2019	4956	LAWRENCE TRACTOR CO	BLADE-MOWER #997	77.89
101 - GENERAL FUND	94048	2/27/2019	234	MARTIN'S TIRE & AUT	TRUCK 77 -FLAT REPA	16.00
101 - GENERAL FUND	94050	2/27/2019	5625	NGLIC-SUPERIOR VISI	MARCH -VISION PLAN	358.88
101 - GENERAL FUND	94052	2/27/2019	1426	PAM KIMBALL	COUNCIL STIPEND	75.00
101 - GENERAL FUND	94053	2/27/2019	276	PORTERVILLE RECORDE	RENEWAL ACT#0009565	199.00
101 - GENERAL FUND	94055	2/27/2019	399	QUAD KNOFF,INC.	Multiple	18,562.20
101 - GENERAL FUND	94057	2/27/2019	285	QUILL CORPORATION	Multiple	499.33
101 - GENERAL FUND	94058	2/27/2019	3622	RLH FIRE PROTECTION	Multiple	894.00
101 - GENERAL FUND	94059	2/27/2019	5511	ROSAENA SANCHEZ	COUNCIL STIPEND	50.00
101 - GENERAL FUND	94060	2/27/2019	5624	SIERRA SANITATION,	Multiple	350.76
101 - GENERAL FUND	94061	2/27/2019	307	SILVAS OIL COMPANY	Multiple	1,268.71
101 - GENERAL FUND	94062	2/27/2019	310	SOUTHERN CA. EDISON	Multiple	554.94
101 - GENERAL FUND	94064	2/27/2019	6146	SUPERION, LLC	Multiple	3,370.34
101 - GENERAL FUND	94065	2/27/2019	5755	TELEPACIFIC COMMUNI	Multiple	4,584.67
101 - GENERAL FUND	94067	2/27/2019	6326	CORPORATE PAYMENT S	Multiple	4,357.49
101 - GENERAL FUND	94069	2/27/2019	1513	UNITED RENTALS, INC		26.62
101 - GENERAL FUND	94070	2/27/2019	5747	UNITED STAFFING	MARIO-1/28/19-2/3/1	757.60
101 - GENERAL FUND	94071	2/27/2019	2790	WILLDAN INC.	Multiple	2,745.00

FUND	Check #	Date	Vendor #	Vendor Name	Description	Amount
<b>TOTAL</b>						<b>\$ 163,513.94</b>
101 - GENERAL FUND	94072	2/27/2019	4068	YOLANDA FLORES	COUNCIL STIPEND	50.00
261 - GAS TAX FUND	94045	2/27/2019	4176	LARSON'S MUFFLER SH	2 10X2 TUBING ST SI	43.40
400 - WELLNESS CENTER	94021	2/21/2019	4204	ORKIN PEST CONTROL	1/14/19 SERVICE	136.98
552 - WATER	94039	2/27/2019	102	CULLIGAN	Multiple	426.27
552 - WATER	94040	2/27/2019	388	DENNIS KELLER/JAMES	Multiple	10,669.86
552 - WATER	94043	2/27/2019	119	DOUG DELEO WELDING	PTO PIN	2.54
552 - WATER	94049	2/27/2019	6373	MCKUIN PIPELINE	WATER METER DEPOSIT	887.25
552 - WATER	94051	2/27/2019	1991	NTU TECHNOLOGIES, I		8,440.50
552 - WATER	94054	2/27/2019	5796	PRESORT OF FRESNO L	Multiple	1,898.08
552 - WATER	94063	2/27/2019	5691	STATE WATER RESOURC	RENEWAL JOSE OLMOS	55.00
552 - WATER	94068	2/27/2019	348	USA NORTH 811	Multiple	692.34
553 - SEWER	94023	2/21/2019	5684	QUIK-ROOTER	CLEARED MAIN	387.50
553 - SEWER	94027	2/21/2019	890	SJVAPCD	19/20 ANNUAL PERMIT	551.00
553 - SEWER	94042	2/27/2019	5978	DOMINO SOLAR LTD	1/1/19-1/31/19	2,563.85
553 - SEWER	94056	2/27/2019	5684	QUIK-ROOTER	FIRE STATION-MAIN L	187.50
702 - CHFA-HELP LHBP	94019	2/21/2019	6232	MIGUEL SALAZAR CONS	WINDOWS,DOORS LATH	5,000.00
883 - SIERRA VIEW ASSES:	94008	2/21/2019	6090	CLEAN CUT LANDSCAPE	Multiple	2,845.33



**Monthly Treasurer's Report**  
**February 28, 2019**  
**Cash Balances Classified by Depository**

**CASH RESOURCES**

LOCATION	GL ACCOUNT #	TYPE	BALANCE
Cash Register Funds (City Hall & Wellness)	100-102	RES	\$800
Bank of the Sierra - Payroll	100-106	GEN	\$896,660
Bank of the Sierra - AP/Operating	100-100	GEN	\$73,313
Bank of the Sierra - Wellness Center	100-500	GEN	\$20,056
Bank of the Sierra - Impound Account	100-120	RES	\$21,326
Bank of the Sierra - WWTP Project	100-553	RES	\$3,129
Bank of the Sierra - Water Project	100-552	RES	\$152
Bank of the Sierra- Depository Account	100-114	GEN	\$2,921,080
LAIF Savings: City & Successor Agency	100-103	INV-RES	\$424,770
<b>TOTAL</b>			<b>\$4,361,285</b>

**CASH EXPENDED**

ACCOUNTS PAYABLE & PAYROLL	AMOUNT
Accounts Payable	\$1,182,268
Payroll (February 1st Payday)	\$174,668
Payroll (February 15th Payday)	\$182,923
<b>TOTAL</b>	<b>\$ 1,539,858</b>

DEBT SERVICE	AMOUNT
None	
<b>TOTAL</b>	<b>\$ -</b>

**INVESTMENTS**

**INVESTMENT POLICY COMPLIANCE**

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

<b>INVESTED FUNDS</b>	<b>\$424,770</b>
-----------------------	------------------

Respectfully submitted,

*Bret Harmon*

Director of Finance  
 City of Lindsay

**ABBREVIATIONS**

- GEN: GENERAL UNRESTRICTED
- RES: RESTRICTED ACTIVITY
- INV: INVESTMENT



## STAFF REPORT

TO: CITY COUNCIL OF THE CITY OF LINDSAY, CALIFORNIA  
 DATE: March 12, 2019  
 AGENDA #: Consent Calendar 4.4  
 FROM: Jessica Bispels, Assistant City Planner

### AGENDA ITEM

**TITLE** Acceptance of the Transfer of Governmental Purpose Properties from the Successor Agency to the former Lindsay Redevelopment Agency to the City of Lindsay

**ACTION** Adoption of Resolution No. 19-06 accepting the Governmental Purpose Properties from the former Lindsay Redevelopment Agency transferred to the City of Lindsay pursuant to Health and Safety Code Section 34181(a)

**PURPOSE** Discretionary Action

**COUNCIL OBJECTIVE(S)** 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.

### RECOMMENDATION

Staff recommends that the Lindsay City Council adopt Resolution 19.06 , formalizing its approval and direction to staff to accept title of two properties identified in Exhibit A transferred from the Successor Agency to the former Lindsay Redevelopment Agency to the City of Lindsay to be used for governmental purposes.

### BACKGROUND | ANALYSIS

As permitted by AB 1484, an oversight board may transfer properties of former redevelopment agencies that were constructed and used for governmental purposes to the appropriate public jurisdiction pursuant to any existing agreements relating to the construction or use of such asset. The transfer must also be approved by the California Department of Finance. Health and Safety Code Section 34181(a) lists such assets as roads, school buildings, parks, police and fire stations, libraries, and local agency administrative buildings. The following former Lindsay Redevelopment Agency properties are currently being used for governmental purposes or are intended for such use:

<u>Item #</u>	<u>APN</u>	<u>Location/Purpose</u>
1	205-320-001	Park
2	205-030-044	Park

### BENEFIT TO OR IMPACT ON CITY RESOURCES



## STAFF REPORT

TO: CITY COUNCIL OF THE CITY OF LINDSAY, CALIFORNIA  
DATE: March 12, 2019  
AGENDA #: Consent Calendar 4.4  
FROM: Jessica Bispels, Assistant City Planner

---

The City would incur the cost of transferring title of the properties from the former Lindsay Redevelopment Agency, now the Successor Agency, to the City of Lindsay.

### *ENVIRONMENTAL REVIEW*

The transfer of ownership is exempt from CEQA review, pursuant to CEQA Guidelines 15061.3. There is no plan for what will happen with the property, so there will be no physical change to the environment at this time.

### *PUBLIC OUTREACH*

Posted in this agenda

### *ATTACHMENTS*

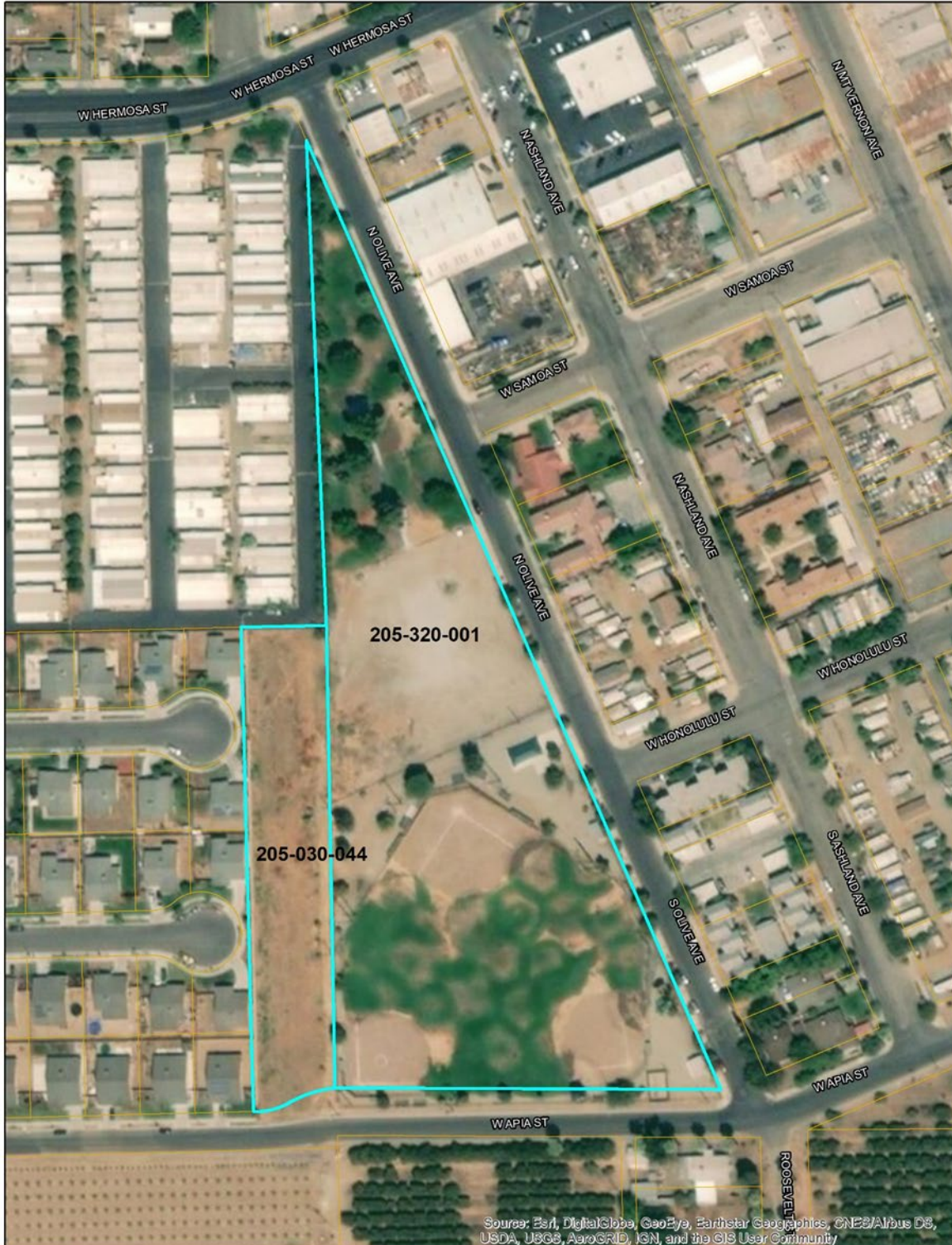
- Exhibit A: Identification of parcels – map
- Resolution 19-06





# STAFF REPORT

TO: CITY COUNCIL OF THE CITY OF LINDSAY, CALIFORNIA  
DATE: March 12, 2019  
AGENDA #: Consent Calendar 4.4  
FROM: Jessica Bispels, Assistant City Planner



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



## RESOLUTION OF THE CITY OF LINDSAY

NUMBER 19-06

TITLE **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY TO ACCEPT TITLE OF TWO GOVERNMENTAL USE PROPERTIES (APN 205-320-001 & 205-030-044) FROM THE LINDSAY REDEVELOPMENT AGENCY THROUGH ITS SUCCESSOR AGENCY TO BE USED FOR PUBLIC PURPOSES FOR THE FORSEEABLE FUTURE PURSUANT TO HEALTH AND SAFETY CODES SECTION 34282(a)**

MEETING At a regularly scheduled meeting of the City of Lindsay City Council held on March 12, 2019 at 6:00PM at 251 E. Honolulu Street, Lindsay, CA 93247.

**WHEREAS**, by implementation of AB X1 26 (“AB26”), which amended provisions of the California Redevelopment Law (Health & Safety Code (“HSC”) 33000 *et seq.*) (“CRL”), and the California Supreme Court’s decision in California Redevelopment association v. Matosantos, as of February 1, 2012, the Lindsay Redevelopment Agency (“Redevelopment Agency”) was dissolved, the Successor Agency to the Lindsay Redevelopment Agency (“Successor Agency”) came into existence, and the requirement for the appointment of an Oversight Board to the Successor Agency to the Lindsay Redevelopment Agency (“Oversight Board”) became effective;

**WHEREAS**, on February 1, 2012, all assets, properties, contracts, leases, books and records, buildings, and equipment of the former Redevelopment Agency transferred to the control of the Successor Agency by operation of law; and

**WHEREAS**, AB 1484 was passed by the California State Legislature and was signed into law by the Governor on June 27, 2012, modifying the provisions of AB 26; and

**WHEREAS**, HSC Section 34177(e) requires successor agencies to dispose of assets and properties of the former redevelopment agency as directed by the oversight board; provided, however, that the oversight board may instead direct the successor agency to transfer ownership of certain assets pursuant to Section 34181(a); and

**WHEREAS**, HSC Section 34181(a) states that the oversight board shall direct the successor agency to transfer ownership of those assets of the former redevelopment agency that were constructed and used for governmental purposes such as roads, school buildings, parks, and fire stations, to the appropriate public jurisdiction pursuant to any existing agreements relating to the construction of such assets; and

**WHEREAS**, the Successor Agency has identified two Redevelopment properties, shown in Exhibit A, that are being used for or intended for governmental purposes; and

**WHEREAS**, on September 23, 2015, the Oversight Board resolved to transfer the governmental use properties listed in Exhibit A to the City of Lindsay provided that the properties achieve their intended public purpose for the foreseeable future; and

RESOLUTION NO. 19-06  
Page 1 of 2



# RESOLUTION OF THE CITY OF LINDSAY

**WHEREAS**, the City of Lindsay desires to accept the transfer of the two properties identified in Exhibit A and use them for their intended public purposes.

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

- SECTION 1. The City Council of the City of Lindsay hereby accepts the transfer of title of the two properties listed in Exhibit A and resolves to use the properties for their intended public purposes for the foreseeable future.
- SECTION 2. The City Manager of the City of Lindsay, or designee, is hereby authorized to take such actions as are necessary and appropriate to implement this Resolution
- SECTION 3. Be it further resolved that this Resolution shall take effect immediately upon its adoption.

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

MEETING DATE	
MOTION	
2 <sup>nd</sup> MOTION	
AYES	
ABSENT	
ABSTAIN	
NAYS	

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

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor



## STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA  
DATE: March 12, 2019  
AGENDA #: Consent Calendar 4.5  
STAFF: Michael Camarena, Director of City Services

---

### AGENDA ITEM

<i>TITLE</i>	2019 Contract Year Temporary 215 Water Service Contract
<i>ACTION</i>	Approve Resolution No. 19-07, a Resolution of the City Council of the City of Lindsay Authorizing the Mayor to Sign 2019 Contract Year Temporary 215 Water Service Contract No. 19-WC-20-5388, Friant Division, Central Valley Project (CVP), California
<i>PURPOSE</i>	Statutory/Contractual Requirement Discretionary Action
<i>COUNCIL OBJECTIVE(S)</i>	Live in a safe, clean, comfortable and healthy environment. Nurture attractive residential neighborhoods and business districts. Advance economic diversity. Yield a fiscally self-reliant city government while providing effective, basic municipal services.

---

### RECOMMENDATION

Approve Resolution No. 19-07

---

### BACKGROUND | ANALYSIS

#### **Temporary Irrigation 215 and Municipal & Industrial Spill Water Definition.**

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

- **Application.** Section 215 and M&I spill Water Rates apply to irrigation and M&I contractors who take such water in accordance with temporary 1-year contracts. Certain contractors also have an entitlement to take Section 215 water in lieu of Class 2 CVP water. In the latter instance, the water is treated as Class 2 water with Class 2 water rates, although not subject to RRA requirements.
- **Method.** Section 215 and M&I spill Water Rates are calculated similarly to Warren Act rates.

As Section 215 and spill water are defined as unstorable water, both storage O&M and storage capital are excluded from Section 215 and Spill Water Rates. Revenues earned from delivery of this water are treated as an offset against water marketing O&M costs.

---



## STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA  
DATE: March 12, 2019  
AGENDA #: Consent Calendar 4.5  
STAFF: Michael Camarena, Director of City Services

---

- **Schedule.** Section 215 rates are calculated concurrently with the development of annual irrigation and M&I water rates and are scheduled to be published annually by October 15 of each year, along with all the rest of the rates included in the Special Rates Rate book.

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

Allocation of Section 215 water is being made available to the Friant Division CVP Long-Term and other contractors in accordance with Reclamation law and contractual requirements. It is estimated that water available would be at a reduced rate of approximately \$36 (Marketing, Conveyance, Restoration, FWA Surcharge and Trinity Assessment) compared to the current \$48 per acre foot.

This forecast availability of Section 215 water could be due to any number of reasons (higher than average rain, high temps and faster snow melt, etc.).

### *ALTERNATIVES*

- Do not approve Resolution No. 19-07. The ability to utilize delivery of 215 water would be lost.

### *BENEFIT TO OR IMPACT ON CITY RESOURCES*

Ability to take delivery of 215 water as declared with the potential of minor cost of water savings.

### *ENVIRONMENTAL REVIEW*

None at this time.

### *POLICY ISSUES*

None at this time.

### *PUBLIC OUTREACH*

POSTED IN THIS AGENDA

### *ATTACHMENTS*

- Resolution No. 19-07, a Resolution of the City Council of the City of Lindsay Authorizing the Mayor to Sign 2019 Contract Year Temporary 215 Water Service Contract No. 19-WC-20-5388, Friant Division, Central Valley Project (CVP), California.
- 2019 Contract Year Temporary 215 Water Service Contract No. 19-WC-20-5388, Friant Division, Central Valley Project (CVP), California.



# RESOLUTION OF THE CITY OF LINDSAY

NUMBER           **19-07**

TITLE               **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY AUTHORIZING THE MAYOR TO SIGN 2019 TEMPORARY 215 CONTRACT YEAR WATER SERVICE CONTRACT NO. 19-WC-20-5388 FRIANT DIVISION, CENTRAL VALLEY PROJECT (CVP), CALIFORNIA**

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

**THEREFORE, BE IT RESOLVED** that the Lindsay City Council hereby approves the Temporary Water Contract with the United States Department of Interior, Bureau of Reclamation for Friant Division Water Year 2019; and

**BE IT FURTHER RESOLVED**, that the terms and conditions of the contract are in the best interests of the City of Lindsay and now therefore directs the Mayor to execute the document herein referenced as 19-WC-20-5388, on behalf of the City of Lindsay.

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

MEETING DATE	
MOTION	
2 <sup>nd</sup> MOTION	
AYES	
ABSENT	
ABSTAIN	
NAYS	

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

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor



# United States Department of the Interior

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

IN REPLY REFER TO:  
SCC-444  
2.2.4.23

**FEB 25 2019**

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

Subject: 2019 Contract Year Temporary 215 Water Service Contract No. 19-WC-20-5388 (Contract) –  
Friant Division, Central Valley Project (CVP), California

Dear Mr. Camarena:

Enclosed are three bluebound originals of the subject temporary 215 water service Contract providing for temporary 215 project water service. The temporary water will be delivered under this Contract pursuant to Section 215 of the Reclamation Reform Act of 1982. If the enclosed Contract is acceptable to the City of Lindsay (City), please have the authorized official of the City sign each of the bluebound originals and return all originals to this office, Attention: Mr. Moses Prieto, as expeditiously as possible.

Please note that for the 2019 Contract Year, the maximum quantity of 215 water that can be delivered to the District is 10,000 acre-feet.

Please note that the Contract will be dated after execution by the Area Manager. In addition, an original City Council resolution approving this Contract as to form and authorizing the designated official to sign the Contract is to be submitted along with the signed originals of the Contract.

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

If you have any questions, please contact Mr. Moses Prieto, Repayment Specialist, at 559-262-0349, 800-877-8339 for the hearing impaired or by e-mail at [mprieto@usbr.gov](mailto:mprieto@usbr.gov).

Sincerely,

Michael LeBarre  
Chief, Contracts Administration Branch

Enclosures - 3

cc: Mr. Douglas DeFlicht  
Chief Operating Officer  
Friant Water Authority  
854 North Harvard Avenue  
Lindsay, CA 93247

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

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

Table of Contents

<u>Article No.</u>	<u>Title</u>	<u>Page No.</u>
	Preamble .....	1
	Explanatory Recitals .....	1
1	Definitions .....	2-4
2	Term of Contract .....	5
3	Water to be Made Available to the Contractor .....	5-6
4	Time for Delivery of Water .....	6
5	Points of Delivery – Responsibility for Distribution of Water .....	6-8
6	Water Measurement within Contractor’s Service Area .....	8
7	Payments and Adjustments .....	8-10
8	Return Flows .....	10
9	Operation and Maintenance by Operating Non-Federal Entity .....	10-11
10	Opinions and Determinations .....	11-12
11	Protection of Water and Air Quality .....	12
12	Charges for Delinquent Payments .....	12-13
13	Equal Employment Opportunity .....	13-14
14	General Obligation – Benefits Conditioned Upon Payment .....	14
15	Books, Records, and Reports .....	15
16	Contingent Upon Appropriation or Allotment of Funds .....	15
17	Assignment Limited – Successors and Assigns Obligated .....	15
18	Officials Not to Benefit .....	15
19	Compliance with Civil Rights Laws and Regulations .....	15-16
20	Notices .....	16
21	Medium for Transmitting Payments .....	17
22	Contract Drafting Considerations .....	17
	Signature Page .....	18
	Exhibit A – Contractor’s Service Area Map	
	Exhibit B – Rates and Charges	



1 UNITED STATES  
2 DEPARTMENT OF THE INTERIOR  
3 BUREAU OF RECLAMATION  
4 Friant Division, Central Valley Project, California

5 CONTRACT FOR TEMPORARY WATER SERVICE  
6 BETWEEN THE UNITED STATES  
7 AND  
8 CITY OF LINDSAY

9 THIS CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
10 pursuant to the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or  
11 supplementary thereto including the Acts of August 26, 1937 (50 Stat. 844), as amended  
12 and supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented,  
13 October 12, 1982 (96 Stat. 1263), and October 30, 1992 (106 Stat. 4600), all collectively  
14 hereinafter referred to as the Federal Reclamation law, between the UNITED STATES OF  
15 AMERICA, hereinafter referred to as the United States, and CITY OF LINDSAY, hereinafter  
16 referred to as the Contractor;

17 WITNESSETH, That:

18 EXPLANATORY RECITALS

19 [1<sup>st</sup>] WHEREAS, the United States has constructed and is operating the Central  
20 Valley Project, California (Project) for the purposes, among others, of furnishing water for  
21 irrigation, municipal, domestic, mitigation, protection, and restoration of fish and wildlife, and  
22 other beneficial uses; and

23 [2<sup>nd</sup>] WHEREAS, if the Contracting Officer determines that Temporary Water is  
24 available at Friant Dam, such Temporary Water will be made available to the Contractor  
25 pursuant to this Contract; and

26 [3<sup>rd</sup>] WHEREAS, pursuant to Section 215 of the Act of October 12, 1982  
27 (96 Stat. 1263), neither the ownership limitations of this Act nor the ownership limitations of any  
28 other provision of Federal Reclamation law shall apply to lands which receive Temporary Water  
29 pursuant to this Contract; and\

30 [4<sup>th</sup>] WHEREAS, the Contractor is willing to contract with the United States pursuant  
31 to terms and conditions of this Contract to obtain a supply of Temporary Water from said  
32 Project facilities; and

33 [5<sup>th</sup>] WHEREAS, a Categorical Exclusion Checklist for this Contract was signed on  
34 December 14, 2016, in accordance with the National Environmental Policy Act;

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

37 DEFINITIONS

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

40 (a) "Calendar Year" shall mean the period January 1 through December 31,  
41 both dates inclusive;

42 (b) "Charges" shall mean the payments required by Federal Reclamation law  
43 in addition to the Rates specified in this Contract, as determined annually by the Contracting  
44 Officer pursuant to this Contract;

45 (c) "Contracting Officer" shall mean the Secretary of the Interior's duly  
46 authorized representative acting pursuant to this Contract or applicable Reclamation law or  
47 regulation;

48 (d) “Contractor’s Service Area” shall mean the area to which the Contractor is  
49 permitted to provide Temporary Water under this Contract as depicted in Exhibit A attached  
50 hereto, which may be modified upon the mutual written agreement of the parties hereto without  
51 amendment of this Contract;

52 (e) “Irrigation Water” shall mean Temporary Water used to irrigate land  
53 primarily for the production of commercial agricultural crops or livestock, and domestic and  
54 other uses that are incidental thereto. It does not include uses such as watering golf courses;  
55 lawns and ornamental shrubbery used in residential and commercial landscaping, household  
56 gardens, parks and other recreational facilities; pasture for animals raised for personal purposes  
57 or for nonagricultural commercial purposes; cemeteries; and similar uses (except to the extent  
58 that some of these uses may be incidental to uses that are primarily agricultural). It also does not  
59 include commercial agricultural uses that do not require irrigation, such as fish farms and  
60 livestock production in confined feeding or brooding operations;

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

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

70 (h) “Operating Non-Federal Entity” shall mean the Friant Water Authority, its

71 successors or assigns, which has the obligation to operate and maintain Project  
72 facilities in the Friant Division pursuant to a separate agreement with the United States and  
73 which may have funding obligations with respect thereto;

74 (i) "Project" shall mean the Central Valley Project owned by the  
75 United States and managed by the Department of the Interior, Bureau of Reclamation;

76 (j) "Rates" shall mean the payments determined annually by the Contracting  
77 Officer in accordance with the then-current applicable water ratesetting policies for the Project;

78 (k) "Secretary" shall mean the Secretary of the Interior, a duly appointed  
79 successor, or an authorized representative acting pursuant to any authority of the Secretary and  
80 through any agency of the United States Department of the Interior;

81 (l) "Temporary Water" shall mean a supply of water made, not to exceed one  
82 year, possible during the Year as a result of an unusually large water supply not otherwise  
83 storable for Project purposes, or infrequent and otherwise unmanaged flood flows of short  
84 duration;

85 (m) "Temporary Water Delivered" shall mean Temporary Water made  
86 available for use by the Contractor at the point(s) of delivery approved by the Contracting  
87 Officer, shown on Exhibit A, which may be changed by mutual agreement of the parties hereto  
88 without requiring amendment to this Contract;

89 (n) "Temporary Water Scheduled" shall mean Temporary Water to be made  
90 available to the Contractor for which times and quantities for delivery have been established  
91 by the Contractor and Contracting Officer pursuant to Article 4 of this Contract; and

92 (o) "Year" shall mean the period from and including March 1 of the  
93 Calendar Year through the last day of February of the following Calendar Year.

94

TERM OF CONTRACT

95           2.       This Contract shall become effective on the date first hereinabove written and  
96 shall remain in effect through February 28, 2020. This Contract shall not be extended or  
97 renewed and no provision of this Contract shall be construed in any way as a basis for the  
98 Contractor to establish any priority or right to a Project water supply or to obligate the  
99 United States to enter into any other contract. Moreover, nothing in this Contract shall be  
100 construed to modify, amend, or supersede any term or provision of Contractor's water service or  
101 water repayment contract with the United States.

102

WATER TO BE MADE AVAILABLE TO THE CONTRACTOR

103           3.       (a)       It is understood and agreed that because of its uncertainty as to availability  
104 and time of occurrence, Temporary Water will be furnished only if, as, and when it can be made  
105 available, as determined by the Contracting Officer. The Contracting Officer shall notify the  
106 Contractor of the time period(s) during which Temporary Water can be made available under this  
107 Contract. Following such notice by the Contracting Officer, consistent with all applicable State  
108 water rights, permits, and licenses; Federal law; and subject to the terms and conditions  
109 hereinafter stated, the United States shall make available for delivery to the Contractor a  
110 maximum of 10,000 acre-feet of Temporary Water for Irrigation and Municipal and Industrial  
111 (M&I) purposes; Provided, that the maximum quantity of Temporary Water provided herein may  
112 be increased upon the written mutual agreement of the Parties and without requiring amendment  
113 to this Contract. Temporary Water Delivered to the Contractor in accordance with this  
114 subdivision shall be scheduled and paid for pursuant to the provisions of Articles 4 and 7 of this  
115 Contract.

116

(b)       Deliveries of Temporary Water shall be terminated when the Contracting

117 Officer determines that Temporary Water is no longer available.

118 (c) The Contracting Officers notification of the availability and subsequent non-  
119 availability of Temporary Water may be made either orally or in writing on 24 hours' or less  
120 notice.

121 (d) Delivery and use of the Temporary Water shall be in accordance with all  
122 applicable Federal, state and local laws, rules and regulations and Reclamation policy.

123 (e) The Contractor shall make reasonable and beneficial use of all Temporary  
124 Water furnished pursuant to this Contract.

125 TIME FOR DELIVERY OF WATER

126 4. The Contractor shall submit to the Contracting Officer a written schedule,  
127 satisfactory to the Contracting Officer, showing the monthly quantity and the time for delivery of  
128 the Temporary Water to be made available pursuant to subdivision (a) of Article 3 of this  
129 Contract: *Provided*, That the Contractor shall not schedule Temporary Water in excess of the  
130 quantity that the Contractor intends to put to beneficial use within the Contractor's Service Area,  
131 unless approved pursuant to subdivision (b) of Article 5 of this Contract. Said delivery schedule  
132 and any revisions thereof shall be submitted at such times as determined by the Contracting  
133 Officer and shall be subject to the approval of the Contracting Officer.

134 POINTS OF DELIVERY – RESPONSIBILITY  
135 FOR DISTRIBUTION OF WATER

136 5. (a) All Temporary Water Delivered to the Contractor pursuant to this Contract  
137 shall be delivered at a point or points on the Friant-Kern Canal and any additional point or points  
138 of delivery either on Project facilities or another location or locations mutually agreed to in  
139 writing by the Contracting Officer and the Contractor. In addition, all Temporary Water  
140 Delivered shall be measured and recorded with equipment furnished, installed, operated, and

141 maintained by the Contracting Officer either directly or indirectly through its written  
142 agreement(s) with the Operating Non-Federal Entity, unless undertaken by the Contractor with  
143 the consent of the Contracting Officer. Upon the request of either party to this Contract, the  
144 Contracting Officer shall investigate, or cause to be investigated by the appropriate Operating  
145 Non-Federal Entity, the accuracy of such measurements and shall take any necessary steps to  
146 adjust any errors appearing therein. For any period of time when accurate measurements have  
147 not been made, the Contracting Officer shall make a final determination of the quantity delivered  
148 for that period of time. The Contracting Officer shall consult with Contractor and the Operating  
149 Non-Federal Entity prior to making said determination.

150 (b) Temporary Water Delivered pursuant to this Contract shall only be used  
151 by the Contractor on lands situated within the Contractor's Service Area depicted on Exhibit A,  
152 unless specifically authorized in writing by the Contracting Officer; *Provided*, That Temporary  
153 Water Delivered pursuant to this Contract shall not be transferred, exchanged, or banked for  
154 other water supplies without the written approval of the Contracting Officer prior to the transfer,  
155 exchange, or banking and no transfers, exchanges or banking shall be approved absent all  
156 appropriate environmental documentation, including but not limited to documents prepared  
157 pursuant to the National Environmental Policy Act and the Endangered Species Act.

158 (c) The Contractor shall be responsible for the control, carriage, handling, use,  
159 disposal, or distribution of Temporary Water Delivered to the Contractor pursuant to this  
160 Contract beyond the point(s) of delivery specified in subdivision (a) of this Article. The  
161 Contractor agrees to indemnify the United States for, and hold the United States and all of its  
162 representatives harmless from, all damages resulting from suits, actions, or claims of any  
163 character brought on account of any injury to any person or property arising out of any act,

164 omission, neglect, or misconduct in the manner or method of performing any duties of the United  
165 States required under this Contract, regardless of who performs those duties. The Contractor  
166 does not agree to indemnify the United States for any damages arising from intentional torts or  
167 malicious actions committed by employees of the United States.

168 WATER MEASUREMENT WITHIN CONTRACTOR'S SERVICE AREA

169 6. (a) The Contractor shall ensure that all Temporary Water Delivered  
170 for Irrigation purposes within the Contractor's Service Area is measured at each agricultural  
171 turnout and that all Temporary Water Delivered for M&I purposes is measured at each M&I  
172 service connection. The water measuring devices or water measuring methods of comparable  
173 effectiveness must be acceptable to the Contracting Officer. The Contractor shall be responsible  
174 for installing, operating, and maintaining and repairing all such measuring devices and  
175 implementing all such water measuring methods at no cost to the United States. The Contractor  
176 shall use the information obtained from such water measuring devices or water measuring  
177 methods to ensure its proper management of the Temporary Water and to bill water users for  
178 deliveries of such water by the Contractor. Nothing herein contained, however, shall preclude  
179 the Contractor from establishing and collecting any charges, assessments, or other revenues  
180 authorized by California law.

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

184 PAYMENTS AND ADJUSTMENTS

185 7. (a) At the time the Contractor submits a delivery schedule, or any  
186 revision thereof, pursuant to Article 4 of this Contract, the Contractor shall make an advance



187 payment to the United States equal to the total amount payable pursuant to the applicable Rates  
188 set forth in Exhibit B, for the quantity of Temporary Water Scheduled. Temporary Water shall  
189 not be delivered to the Contractor prior to receipt of such advance payment. Temporary Water  
190 Delivered to the Contractor by the United States but subsequently not used by the Contractor  
191 shall be considered as having been accepted by the Contractor and no refund shall be made by  
192 the United States to the Contractor for such unused Temporary Water; *Provided*, That the  
193 Contractor is not required to initially schedule the maximum amount of water specified in  
194 subdivision (a) of Article 3 of this Contract.

195 (b) In addition to payment of the Rates in subdivision (b) of this Article, the  
196 Contractor shall pay all Charges for Temporary Water Delivered before the end of the month  
197 following the month of delivery at the charge set forth in Exhibit B. On or before September 15,  
198 the Contracting Officer shall notify the Contractor in writing of the Charges to be in effect during  
199 the period October 1 of the current Calendar Year, through September 30, of the following  
200 Calendar Year, and such Charges shall override the Charges in Exhibit B. All Charges due shall  
201 be based on the quantities of Irrigation Water and M&I Water shown in the United States'  
202 Monthly Water Statement (MWS) for the subject month. The MWS shall be regarded by the  
203 Contractor as a bill for the payment of appropriate Charges. Any monthly adjustment for  
204 overpayment or underpayment of Charges shall be accomplished through the adjustment of  
205 Charges due to the United States in the next month.

206 (c) Within 60 days of the expiration of this Contract, any payment made by  
207 the Contractor in excess of the total amount due to the United States pursuant to this Contract  
208 shall, at the option of the Contractor, be refunded by the United States to the Contractor or  
209 credited against other obligations due to the United States by the Contractor. With respect to

210 overpayment, such refund or credit shall constitute the sole remedy of the Contractor or anyone  
211 having, or claiming to have by or through the Contractor, the right to the use of any of the  
212 Temporary Water supply provided for herein.

213 (d) Payments to be made by the Contractor to the United States under this  
214 Contract may be paid from any revenues available to the Contractor.

215 RETURN FLOWS

216 8. The United States reserves the right to all seepage and return flow water derived  
217 from Temporary Water Delivered to the Contractor hereunder which escapes or is discharged  
218 beyond the Contractor's Service Area: *Provided*, That this shall not be construed as claiming for  
219 the United States any right to seepage or return flow of water being put to reasonable and  
220 beneficial use, including use for underground storage, pursuant to this Contract within the  
221 Contractor's Service Area by the Contractor or those claiming by, through, or under the  
222 Contractor. For purposes of this Article, groundwater recharge, groundwater banking and all  
223 similar groundwater activities will be deemed to be underground storage.

224 OPERATION AND MAINTENANCE BY OPERATING NON-FEDERAL ENTITY

225 9. (a) The O&M of certain Project facilities which serve the Contractor, and  
226 responsibility for funding the costs of such O&M, have been transferred to the Operating Non-  
227 Federal Entity by separate agreement between the United States and the Operating Non-Federal  
228 Entity.

229 (b) The Contractor shall pay directly to the Operating Non-Federal Entity, or  
230 to any successor approved by the Contracting Officer, all rates, charges, or assessments of any  
231 kind, including any assessment for reserve funds, which the Operating Non-Federal Entity or  
232 such successor determines, sets, or establishes for the O&M of the Project facilities operated and  
233 maintained by the Operating Non-Federal Entity. Such direct payments to the Operating

234 Non-Federal Entity or such successor shall not relieve the Contractor of its obligation to pay  
235 directly to the United States the Contractor's share of the Project Rates and Charges, except to  
236 the extent the Operating Non-Federal Entity or such successor collects payments on behalf of the  
237 United States.

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

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

252 OPINIONS AND DETERMINATIONS

253 10. (a) Where the terms of this Contract provide for actions to be based upon the  
254 opinion or determination of either party to this Contract, said terms shall not be construed as  
255 permitting such action to be predicated upon arbitrary, capricious, or unreasonable opinions or  
256 determinations. Both parties, notwithstanding any other provisions of this Contract, expressly

257 reserve the right to seek relief from and appropriate adjustment for any such arbitrary, capricious,  
258 or unreasonable opinion or determination. Each opinion or determination by either party shall be  
259 provided in a timely manner. Nothing in subdivision (a) of this Article is intended to or shall  
260 affect or alter the standard of judicial review applicable under Federal law to any opinion or  
261 determination implementing a specific provision of Federal law embodied in statute or  
262 regulation.

263 (b) The Contracting Officer shall have the right to make determinations  
264 necessary to administer this Contract that are consistent with the provisions of this Contract, the  
265 laws of the United States and the State of California, and the rules and regulations promulgated  
266 by the Secretary. Such determinations shall be made in consultation with the Contractor to the  
267 extent reasonably practicable.

268 PROTECTION OF WATER AND AIR QUALITY

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

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

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

284 CHARGES FOR DELINQUENT PAYMENTS

285 12. (a) The Contractor shall be subject to interest, administrative, and penalty  
286 charges on delinquent payments. If a payment is not received by the due date, the Contractor  
287 shall pay an interest charge on the delinquent payment for each day the payment is delinquent

288 beyond the due date. If a payment becomes 60 days delinquent, the Contractor shall pay, in  
289 addition to the interest charge, an administrative charge to cover additional costs of billing and  
290 processing the delinquent payment. If a payment is delinquent 90 days or more, the Contractor  
291 shall pay, in addition to the interest and administrative charges, a penalty charge for each day the  
292 payment is delinquent beyond the due date, based on the remaining balance of the payment due  
293 at the rate of 6 percent per year. The Contractor shall also pay any fees incurred for debt  
294 collection services associated with a delinquent payment.

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

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

302 EQUAL EMPLOYMENT OPPORTUNITY

303 13. During the performance of this Contract, the Contractor agrees as follows:

304 (a) The Contractor will not discriminate against any employee or applicant for  
305 employment because of race, color, religion, sex, sexual orientation, gender identity, disability,  
306 or national origin. The Contractor will take affirmative action to ensure that applicants are  
307 employed, and that employees are treated during employment, without regard to their race, color,  
308 religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall  
309 include, but not be limited to the following: employment, upgrading, demotion, or transfer;  
310 recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of  
311 compensation; and selection for training, including apprenticeship. The Contractor agrees to  
312 post in conspicuous places, available to employees and applicants for employment, notices to be  
313 provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

314 (b) The Contractor will, in all solicitations or advertisements for employees  
315 placed by or on behalf of the Contractor, state that all qualified applicants will receive  
316 consideration for employment without regard to race, color, religion, sex, sexual orientation,  
317 gender identity, disability, or national origin.

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

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

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

331 (f) In the event of the Contractor’s noncompliance with the nondiscrimination  
332 clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be  
333 canceled, terminated or suspended in whole or in part and the Contractor may be declared  
334 ineligible for further Government contracts in accordance with procedures authorized in  
335 EO 11246, and such other sanctions may be imposed and remedies invoked as provided  
336 in EO 11246 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided  
337 by law.

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

347 GENERAL OBLIGATION – BENEFITS CONDITIONED UPON PAYMENT

348 14. (a) The obligation of the Contractor to pay the United States as provided in  
349 this Contract is a general obligation of the Contractor notwithstanding the manner in which the  
350 obligation may be distributed among the Contractor’s water users and notwithstanding the  
351 default of individual water users in their obligations to the Contractor.

352 (b) The payment of charges becoming due pursuant to this Contract is a  
353 condition precedent to receiving benefits under this Contract. The United States shall not make  
354 Temporary Water available to the Contractor through the Friant Division Project facilities during  
355 any period in which the Contractor is in arrears in the advance payment of the Rates or payment  
356 of the applicable Charges due the United States. The Contractor shall not deliver Temporary  
357 Water under the terms and conditions of this Contract for lands or parties that are in arrears in the  
358 advance payment of water rates, operation and maintenance charges, or the payment of  
359 construction charges as levied or established by the Contractor.

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

362

BOOKS, RECORDS, AND REPORTS

363 15. (a) The Contractor shall establish and maintain accounts and other books and  
364 records pertaining to administration of the terms and conditions of this Contract, including the  
365 Contractor’s financial transactions; water supply data; project operation, maintenance, and  
366 replacement logs; project land and rights-of-way use agreements; the water users’ land-use (crop  
367 census), land-ownership, land-leasing, and water-use data; and other matters that the Contracting  
368 Officer may require. Reports shall be furnished to the Contracting Officer in such form and on  
369 such date or dates as the Contracting Officer may require. Subject to applicable Federal laws  
370 and regulations, each party to this Contract shall have the right during office hours to examine  
371 and make copies of the other party’s books and records relating to matters covered by this  
372 Contract.

373 (b) Nothing in this Article 15 shall be construed to limit or constrain the  
374 ability of the Contracting Officer to conduct contract compliance reviews of this Contract in  
375 accordance with Reclamation Manual Directives and Standards PEC 05-08, last revised  
376 September 29, 2014, as may be further revised, amended, modified, or superseded.

377 CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS

378 16. The expenditure or advance of any money or the performance of any obligation of  
379 the United States under this Contract shall be contingent upon appropriation or allotment of  
380 funds. Absence of appropriation or allotment of funds shall not relieve the Contractor from any  
381 obligations under this Contract. No liability shall accrue to the United States in case funds are  
382 not appropriated or allotted.

383 ASSIGNMENT LIMITED – SUCCESSORS AND ASSIGNS OBLIGATED

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

387 OFFICIALS NOT TO BENEFIT

388 18. No Member of or Delegate to the Congress, Resident Commissioner, or official of  
389 the Contractor shall benefit from this Contract other than as a water user or landowner in the  
390 same manner as other water users or landowners.

391 COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

392 19. (a) The Contractor shall comply with Title VI of the Civil Rights Act of 1964  
393 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112, Title V,  
394 as amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135,  
395 Title III; 42 U.S.C. § 6101, et seq.), Title III of the Americans with Disabilities Act of 1990 (pub.

396 L. 101-336: 42 U.S.C. § 12181, et seq.), and any other applicable civil rights laws, as well as  
397 with their respective implementing regulations and guidelines imposed by the U.S. Department  
398 of the Interior and/or Bureau of Reclamation.

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

406 (c) The Contractor makes this agreement in consideration of and for the  
407 purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other  
408 Federal financial assistance extended after the date hereof to the Contractor by the Bureau of  
409 Reclamation, including installment payments after such date on account of arrangements for  
410 Federal financial assistance which were approved before such date. The Contractor recognizes  
411 and agrees that such Federal assistance will be extended in reliance on the representations and  
412 agreements made in this Article and that the United States reserves the right to seek judicial  
413 enforcement thereof.

414 (d) Complaints of discrimination against the Contractor shall be investigated  
415 by the Contracting Officer’s Office of Civil Rights.

416 NOTICES

417 20. (a) Any notice, demand, or request authorized or required by this Contract  
418 shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid,  
419 or delivered to the Area Manager, Bureau of Reclamation, South Central California Area Office,  
420 Fresno, California 93721-1813, and on behalf of the United States, when mailed, postage  
421 prepaid, or delivered to the City Council, City of Lindsay, Post Office Box 369, Lindsay,  
422 California 93247. The designation of the addressee or the address may be changed by notice  
423 given in the same manner as provided in this Article for other notices.

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



427

MEDIUM FOR TRANSMITTING PAYMENTS

428

21. (a) All payments from the Contractor to the United States under this contract

429

shall be by the medium requested by the United States on or before the date the payment is due.

430

The required method of payment may include checks, wire transfers, or other types of payment

431

specified by the United States.

432

(b) Upon execution of the contract, the Contractor shall furnish the

433

Contracting Officer with the Contractor’s taxpayer’s identification number (TIN). The purpose

434

for requiring the Contractor’s TIN is for collecting and reporting any delinquent amounts arising

435

out of the Contractor’s relationship with the United States.

436

CONTRACT DRAFTING CONSIDERATIONS

437

22. This Contract has been negotiated and reviewed by the parties hereto, each

438

of whom is sophisticated in the matters to which this Contract pertains. The double-spaced

439

articles of this Contract have been drafted, negotiated, and reviewed by the parties, and no one

440

party shall be considered to have drafted the stated articles.

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

443 UNITED STATES OF AMERICA

444 By: \_\_\_\_\_  
445 Area Manager,  
446 South Central California Area Office  
447 Bureau of Reclamation

448 CITY OF LINDSAY

449  
450  
451 By: \_\_\_\_\_  
452 President, Board of Supervisors

453 (SEAL)

454 Attest:

455 By: \_\_\_\_\_  
456 Secretary, Board of Supervisors

**EXHIBIT A**

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

**NOTE: ALL CONTRACTS MUST INCLUDE A MAP DEPICTING THE CONTRACTOR'S SERVICE AREA.**

**EXHIBIT B**

**Contract Year 2019  
Section 215 Water  
CITY OF LINDSAY  
Rates and Charges  
(Per Acre-Foot)**

	<b>Irrigation Water</b>	<b>M&amp;I/Other Water</b>
<b>COST-OF-SERVICE RATE</b>		
Capital Conveyance Component	\$13.84	\$0.09
O&M Component		
Water Marketing	\$10.56	\$7.34
Conveyance <sup>1</sup>	\$0.00	\$0.00
Conveyance Pumping <sup>1</sup>		\$0.00
<b>Total Cost of Service Rate</b>	\$24.40	\$7.43
<b>CHARGES (Payments in addition to Rates)</b>		
<b>P.L. 102-575 Surcharges<sup>2</sup></b>		
Friant Surcharge	\$7.00	\$7.00
Restoration Fund Surcharge	\$10.63	\$21.26
<b>P.L. 106-377 Assessment<sup>3</sup></b>		
Trinity Public Utilities District	\$0.30	\$0.30
<b>Total Charges and Assessments</b>	\$17.93	\$28.56
<b>Total Per Acre-Foot</b>	\$42.33	\$35.99

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

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

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

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



## STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA  
DATE: March 12, 2019  
AGENDA #: Consent Calendar 4.6  
STAFF: Michael Camarena, Director of City Services

---

### AGENDA ITEM

<i>TITLE</i>	Integrated Regional Water Management Disadvantaged Community Project Development Application
<i>ACTION</i>	Task Order Approval to Provost and Pritchard to develop application for Surface Water Treatment Plant Improvements
<i>PURPOSE</i>	Statutory/Contractual Requirement
<i>COUNCIL OBJECTIVE(S)</i>	Live in a safe, clean, comfortable and healthy environment. Yield a fiscally self-reliant city government while providing effective, basic municipal services.

---

### RECOMMENDATION

Staff recommends approval of the Task Order and authorize the Mayor to execute Task Order and submitted Scope of Work Proposal

---

### BACKGROUND | ANALYSIS

City staff has been an active member of the Tulare-Kern Integrated Regional Water Management Disadvantaged Community Involvement Program Project Advisory Committee (TK IRWM DAC PAC). Within this Tulare-Kern region, there are 7 IRWM groups as well as Tribal representation. The 7 IRWM groups include; Kaweah (Lindsay is a member and City staff is the primary representation for the Kaweah IRWM), Tule, Upper Kings, Poso, Kern, Southern Sierra and Westside agencies. The PAC is coordinated by Tulare County with project management provided by Provost and Pritchard Consulting Engineering.

Kaweah River Basin Integrated Regional Water Management.

The Kaweah River Basin Integrated Regional Water Management (KIRWM) group, established in 2007, is a collaborative effort to manage all aspects of water resources in the Kaweah River Basin Region. There are many agencies and stakeholders involved in the IRWM, including the Kaweah Delta Water Conservation District, County of Tulare, Exeter Irrigation District, Lakeside Irrigation District, Tulare Irrigation District and the cities of Visalia, Tulare, and Lindsay. The Kaweah IRWM group meets monthly to evaluate how the water in the region can best be managed as well as discuss future projects for grant applications. Projects must conform to the group's objectives, which include groundwater management,

---



## STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA  
DATE: March 12, 2019  
AGENDA #: Consent Calendar 4.6  
STAFF: Michael Camarena, Director of City Services

---

water supply, water quality, flood control, and ecosystem restoration.

IRWM funding has been made available specifically for DAC projects. There is a total of \$2 million available to the 7 IRWM agencies (\$250,000 each) with an “at large” fund of \$250,000 for additional DAC project(s).

The City has requested assistance from Provost and Pritchard to prepare the project development application focusing on options of relocation of primary disinfection operations and option of a dedicated pipeline to the existing water storage tank north of the city. The estimated cost for this application preparation is \$800.00.

### *ALTERNATIVES*

- Approval of the Task Order and authorize the Mayor to execute Task Order and submitted Scope of Work Proposal.
- Do not approve Task Order as recommended and provide direction to staff.

### *BENEFIT TO OR IMPACT ON CITY RESOURCES*

This application process creates opportunity to apply for funding for development of project technical documents to support future project implementation funding.

### *ENVIRONMENTAL REVIEW*

None at this time

### *POLICY ISSUES*

None at this time

### *PUBLIC OUTREACH*

Posted in this agenda

### *ATTACHMENTS*

- Attachment A, Task Order Approval Form
- Provost & Pritchard Proposal 18-367R

**ATTACHMENT A  
TASK ORDER APPROVAL FORM**

CONSULTANT:   **PROVOST & PRITCHARD CONSULTING GROUP**  

MASTER ENGINEERING AGREEMENT DATE:   **JANUARY 4, 2019**  

**TASK ORDER: IRWM DAC APPLICATION PREPARATION FOR SURFACE WATER TREATMENT PLANT IMPROVEMENTS**

The Master Engineering Agreement (AGREEMENT) for PROVOST & PRITCHARD CONSULTING GROUP , a copy of which is referenced 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 attached Proposal for consulting services to prepare IRWM DAC Project Development Application for Surface Water Treatment Plant Improvements with fee as identified in proposal document.

Unless otherwise modified by City in an approved subsequent Task Order Approval Form, all fees listed above are a not to exceed figure. If a subsequent approved subsequent Task Order Approval is granted, all charges shall be consistent with the Compensation/Fee Rate Schedule which is referenced as Exhibit A and incorporated herein by this reference.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**CITY OF LINDSAY**

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

**CONSULTANT**

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

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

Proposal No. 18-367R

March 5, 2019

Michael Camarena, City Services Director  
City of Lindsay  
251 Honolulu Street  
Lindsay, CA 93247

**RE: Proposal for consulting services to prepare Integrated Regional Water Management Disadvantaged Community Project Development Application for Surface Water Treatment Plant Improvements**

Dear Michael:

Thank you for the opportunity to submit this proposal for the preparation of the Integrated Regional Water Management (IRWM) Implementation Grant Program, Tulare-Kern Funding Area Disadvantaged Community Involvement Program, Project Development Application for the Surface Water Treatment Plant Improvement Project. This proposal discusses our understanding of the project, recommends a scope of services together with associated fee, deliverables and approximate schedule, sets forth our assumptions, and discusses other services that may be of interest as the project proceeds.

## Project Understanding

The City of Lindsay has been issued a State Water Resources Control Board Division of Drinking Water (DDW) compliance order to rectify exceedances of total trihalomethanes in the water distribution system. A series of mitigation options was presented in a Provost & Pritchard memorandum titled *Mitigation of DBPs from Lindsay WTP*, February 20, 2018. At the City's request Provost & Pritchard subsequently provided a proposal on December 21, 2018, to evaluate, in more detail, the feasibility of three of the alternative mitigation measures identified in the memorandum: 1) relocating the chlorine addition point downstream from the raw water intake, 2) addition of a static mixer to improve total organic carbon (TOC) removal, and 3) the construction of a dedicated transmission main to convey treated water from the WTP to the City's 4.5 MG water storage tank.

At this time funding through the IRWM program has been made available to assist Disadvantaged Communities (DAC) prepare the necessary documents to be competitive in pursuing grant funding opportunities. The City desires Provost & Pritchard to prepare the Project Development Application for the two options of relocating the chlorination station and installing the static mixer to help mitigate the distribution system total trihalomethane exceedances.

## Scope of Services

Provost & Pritchard proposes the following scope of work for the preparation of the Project Development Application focusing on the options of relocating the chlorination station and adding a static mixer. Our proposed scope of work is provided, including a cost estimate and schedule.



## Phase PDA: Project Development Application

P&P will perform the following tasks:

- Prepare draft project development application and submit to City for review and comment.
- Review and respond to comments from City staff; revise project development application to incorporate applicable items; and submit final application to City.

## Assumptions

The services listed above are based on the following assumptions:

- City will coordinate with internal staff to review draft application and provide timely feedback.
- P&P will not be present for project presentation to the County of Tulare nor the Tulare-Kern Project Advisory Committee (PAC).

## Professional Fees

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 totals, including reimbursable expenses, will not exceed our estimate of fees without prior authorization. For budgeting purposes, we estimate that our fee will be \$800.

## Schedule

Provost & Pritchard is prepared to begin immediately upon authorization to proceed. The final project development application will be completed four-weeks from date of authorization to proceed. For reference purposes it is noted that the PAC is scheduled to approve Project Development Applications on June 13, 2019. It is anticipated the PAC will likely require the applications be submitted by May 31, 2019.

## Additional Services

The following services are not included in this proposal, however these and others can be provided at additional cost, either directly by Provost & Pritchard Consulting Group or through subconsultants, upon request.

- Assistance with California Environmental Quality Act and/or National Environmental Policy Act.
- Preparation of Construction Plans.
- Preparation of Construction Technical Specifications.
- Construction staking.
- Construction review and/or observation.

## Terms & Conditions

Reference is made to the Master Engineering Services Agreement (Agreement) dated January 4, 2016. This proposal will serve as Task Order 3 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 of each to our office. These documents will serve as our Notice to Proceed. This proposal is valid for 30 days from the date above.

Respectfully,  
Provost & Pritchard Consulting Group



---

Brock D. Buche, RCE 60476  
Project Manager



---

Matthew W. Kemp, RCE 66088  
Vice President

## Terms & Conditions Accepted

City of Lindsay

---

Signature

---

Printed Name

---

Title



## STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA  
DATE: March 12, 2019  
AGENDA #: Consent Calendar 4.7  
STAFF: Michael Camarena, Director of City Services

---

### AGENDA ITEM

<i>TITLE</i>	Integrated Regional Water Management Disadvantaged Community Project Development Application
<i>ACTION</i>	Task Order Approval to Keller and Wegley Consulting Engineers to develop applications for Various Projects
<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

Staff recommends approval of the Task Order and authorize the Mayor to execute Task Order and submitted Scope of Work Proposal

---

### BACKGROUND | ANALYSIS

City staff has been an active member of the Tulare-Kern Integrated Regional Water Management Disadvantaged Community Involvement Program Project Advisory Committee (TK IRWM DAC PAC). Within this Tulare-Kern region, there are 7 IRWM groups as well as Tribal representation. The 7 IRWM groups include; Kaweah (Lindsay is a member and City staff is the primary representation for the Kaweah IRWM), Tule, Upper Kings, Poso, Kern, Southern Sierra and Westside agencies. The PAC is coordinated by Tulare County with project management provided by Provost and Pritchard Consulting Engineering.

---



## STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA  
DATE: March 12, 2019  
AGENDA #: Consent Calendar 4.7  
STAFF: Michael Camarena, Director of City Services

---

### Kaweah River Basin Integrated Regional Water Management.

The Kaweah River Basin Integrated Regional Water Management (KIRWM) group, established in 2007, is a collaborative effort to manage all aspects of water resources in the Kaweah River Basin Region. There are many agencies and stakeholders involved in the IRWM, including the Kaweah Delta Water Conservation District, County of Tulare, Exeter Irrigation District, Lakeside Irrigation District, Tulare Irrigation District and the cities of Visalia, Tulare, and Lindsay. The Kaweah IRWM group meets monthly to evaluate how the water in the region can best be managed as well as discuss future projects for grant applications. Projects must conform to the group's objectives, which include groundwater management, water supply, water quality, flood control, and ecosystem restoration.

IRWM funding has been made available specifically for DAC projects. There is a total of \$2 million available to the 7 IRWM agencies (\$250,000 each) with an "at large" fund of \$250,000 for additional DAC project(s).

The City has requested assistance from Keller and Wegley Consulting Engineers to prepare the project development applications for this IRWM DAC funding. There are several City projects that have been identified on a previous IRWM project list and the intent with this task order is to explore viability of development of the projects. A list of possible projects to be considered is;

1. Well 15 Treatment. The objective of this project is to reduce Electrical Conductivity (EC) and Total Dissolved Solids (TDS). A secondary benefit with this project will be reduction of EC at our wastewater treatment plant. It is expected that a treatment process is necessary to achieve desired results.
2. Friant Kern Canal Water Storage. The objective of this project is to create ability to store water in the Friant Kern Canal (FKC) during times of canal maintenance. This could require creating partnerships with upstream and/or downstream contractors/water users.
3. Water treatment expansion/water storage/water service territory expansion. Creation of a territory water study exploring water management options that include water treatment expansion/water storage/water service territory expansion.
4. Other potential qualified water related projects.

This task order proposed will be on time and materials-based fee. The current fee scheduled was approved with the extension of the Master Engineering Services Agreement in January 2019.

### ALTERNATIVES

- Approval of the Task Order and authorize the Mayor to execute Task Order.
- Do not approve Task Order as recommended and provide direction to staff.



## STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA  
DATE: March 12, 2019  
AGENDA #: Consent Calendar 4.7  
STAFF: Michael Camarena, Director of City Services

---

### *BENEFIT TO OR IMPACT ON CITY RESOURCES*

This application process creates opportunity to apply for funding for development of project technical documents to support future project implementation funding.

### *ENVIRONMENTAL REVIEW*

None at this time

### *POLICY ISSUES*

None at this time

### *PUBLIC OUTREACH*

Posted in this agenda

### *ATTACHMENTS*

- Attachment A, Task Order Approval Form

**ATTACHMENT A  
TASK ORDER APPROVAL FORM**

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

MASTER ENGINEERING AGREEMENT DATE: JANUARY 4, 2019

TASK ORDER: Integrated Regional Water Management Disadvantaged Community Project Development Applications for various projects.

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 as;

1. Integrated Regional Water Management Disadvantaged Community Project Development Applications for various projects.

Payment for the above referenced tasks will be on a time and material basis.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**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



## STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA  
DATE: March 12, 2019  
AGENDA #: Consent Calendar 4.8  
STAFF: Michael Camarena, Director of City Services

---

### AGENDA ITEM

**TITLE** Proposition 1 Planning Grant (Environmental) Change Order

**ACTION** Approval of Proposition 1 Planning Grant (Environmental) Change Order

**PURPOSE** Statutory/Contractual Requirement

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

---

### RECOMMENDATION

Staff recommends approval of Proposition 1 Planning Grant (Environmental) Change Order

---

### BACKGROUND | ANALYSIS

On December 11, 2018, Council approved Well 14 and New Production Well Project Environmental Task Order issued to QK, Inc. of Visalia. The total value of the approved change order was \$19,500. From 2018 to 2019, changes in State requirements related to environmental review and subsequent approval required additional efforts on the part of the consultant. Costs associated with the preparation of the environmental documents increased significantly. The cost increases lead to staff negotiating with QK to a final cost that was acceptable to both parties. The final cost agreed upon was \$25,000 with this change order approval request value of \$5,500.

Funding for the initial change order of \$19,500 and the requested change order amount of \$5,500 (total cost \$25,000) will be paid from the Proposition 1 Planning Grant.

### ALTERNATIVES

- Approval of Proposition 1 Planning Grant (Environmental) Change Order as recommended.
  - Do not Approval of Proposition 1 Planning Grant (Environmental) Change Order and provide direction to staff.
-



## STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA  
DATE: March 12, 2019  
AGENDA #: Consent Calendar 4.8  
STAFF: Michael Camarena, Director of City Services

---

### *BENEFIT TO OR IMPACT ON CITY RESOURCES*

This planning grant will allow the projects (Well 14 DBCP Mitigation and New Development Well) to be completed as identified in the planning grant requirements.

### *ENVIRONMENTAL REVIEW*

Completed as required for this planning grant

### *POLICY ISSUES*

Policy requires Council approval for proposed change orders that exceed 25% of the original contract value.

### *PUBLIC OUTREACH*

Posted in this agenda

### *ATTACHMENTS*

- Proposition 1 Planning Grant (Environmental) Change Order





# City of Lindsay



## DEPARTMENT OF CITY SERVICES

P.O. Box 369 — Lindsay, California 93247 — 150 North Mirage Ave.

559 • 562 • 7102 ext 4

559 • 562 • 5748 fax

<b>Consultant:</b> QK, Inc				Date: March 12, 2019	
<b>Task Order:</b> Well 14 DBCP Mitigation and New Production Well Project. (Environmental) Prop 1 Planning Grant					
<b>TASK ORDER CHANGE ORDER NO. 1</b>					
Item #	Description	Extra	Credit	Ext.	
1	Additional State Requirements to finalized environmental document	\$ 5,500.00			
Execution of this change order represents full and final costs of all direct, indirect, and delay costs for the scope of services identified hereon unless noted otherwise.					
<b>Totals</b>		\$ 5,500.00	\$ -	0	
<b>Net Total</b>		\$ 5,500.00			
APPROVAL RECOMMENDED		Total in Change Orders:	\$ 5,500.00	Calendar days time extended: 5	
		And			
Neyba Amezcua, Associate Engineer		Date	Total in Amendments:	\$ -	
CONTRACTOR AGREEMENT		The undersigned hereby agrees to the above-described amendment of the contract.			
		Original Contract Amount:	\$ 19,500.00	% Increased	
		Current Contract Amount:	\$ 19,500.00		
Signature		Title	Date	Revised Contract Amount:	\$ 25,000.00
		signatures must be signed in ink			28.21%
DEPARTMENT HEAD'S APPROVAL		If % increase is under 10%; No Council Action Required _____			
		If % increase is over 10%; Council Action Required _____			
Michael Camarena, City Services Director		Date	If % increased exceeds 25%; Supplemental Agreement & Council Action Required <input checked="" type="checkbox"/> X _____		
CITY MANAGER'S APPROVAL		Council Meeting Date: 03/12/2019			
		Approved: ___ Yes ___ No			
		Notes:			
William Ziegler, City Manager		Date			



## STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA  
DATE: March 12, 2019  
AGENDA #: 5  
STAFF: WILLIAM ZIGLER, CITY MANAGER, 559-562-7102,  
WZIGLER@LINDSAY.CA.US

---

### AGENDA ITEM

TITLE	Site Plan Review 19-08 Labyrinth Project
ACTION	Request <u>minute order approval</u> of Site Plan Review (SPR) No. 19-08, permitting the creation of a labyrinth on City property, located at 251 E. Honolulu Street (APN: 205-262-006)
PURPOSE	Discretionary Action
COUNCIL OBJECTIVE(S)	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.

---

### RECOMMENDATION

Staff recommends minute order approval of SPR 19-08 Labyrinth Project.

---

### BACKGROUND | ANALYSIS

Site Plan Review No. 19-08 is a request by Jann McGuire of 127 Bellah Street, Lindsay, CA 93247 to create a permanent, seven-circuit medieval-style labyrinth and install up to three City-standard park benches on City property, east of City Hall, in the lawn between City Hall and the Mason House. The project would consist of minor excavation to facilitate the installation of bricks laid on edge at ground level and then mortared together for stabilization. The bricks would be laid in a pre-determined pattern (see attached site plan) by labyrinth facilitator, Rob Hodges to form the labyrinth. City-standard park benches would be installed at a later date in the locations indicated on the accompanying site plan. This project would be fully funded by the Sequoia Center for Holistic Healing in honor of Bob Goings. Following the labyrinth's creation, the City would maintain the project site with regular mowing, which would be unimpeded by creation of the labyrinth.

The subject property is zoned CC (Central Commercial) and contains City Hall and its surrounding lawn. The proposed project is considered an accessory use and would have no impact on City Hall's primary use of providing governmental services.

Staff finds that the request for the creation of a permanent, seven-circuit medieval-style labyrinth, including the installation of up to three City-standard park benches on City property, east of City Hall, in the lawn between City Hall and the Mason House is in keeping with City zoning requirements and Council goals and objectives. Access to the labyrinth would be via existing adjacent sidewalks. Parking is available

---



## STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA  
DATE: March 12, 2019  
AGENDA #: 5  
STAFF: WILLIAM ZIGLER, CITY MANAGER, 559-562-7102,  
WZIGLER@LINDSAY.CA.US

along Gale Hill Avenue and Honolulu Street. It is anticipated that regular use of the labyrinth site would not place undue stress on governmental facilities.

Staff recommends that the City Council approves Site Plan Review No. 19-08, based on these findings and subject to the following conditions.

- The project would be limited in scope to that depicted on the accompanying site plan.
- Any disruption to the existing irrigation system, including rerouting of irrigation lines and/or the relocating of sprinkler heads would be done at the expense of the applicant and approval of the director of City Services.
- Any excavation and mortaring would be done to the satisfaction of the director of City Services.
- Once begun, the labyrinth portion of the project would be required to be completed within one-month's time.
- Any open excavated areas would be identified by caution tape or fencing at the expense of the applicant.
- Any desired signage would require separate review and approval by City staff.

### *ALTERNATIVES*

- Approve project as submitted
- Approve project with alterations
- Do not approve the project

### *BENEFIT TO OR IMPACT ON CITY RESOURCES*

Having a privately-funded labyrinth in the lawn adjacent to City Hall would provide opportunities for walking, contemplation and meditation for our residents. It also lends itself to use by those who would visit the museum and gallery and others who simply visit the community. With proper mortaring there would be no additional upkeep requirements placed on staff and no additional stress placed on city resources.

### *ENVIRONMENTAL REVIEW*

California Environmental Quality Act (CEQA) Article 19 §15304 identifies the minor alteration to land as Categorically Exempt. A draft Notice of Exemption has been prepared and has been available for public review.



## STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA  
DATE: March 12, 2019  
AGENDA #: 5  
STAFF: WILLIAM ZIGLER, CITY MANAGER, 559-562-7102,  
WZIGLER@LINDSAY.CA.US

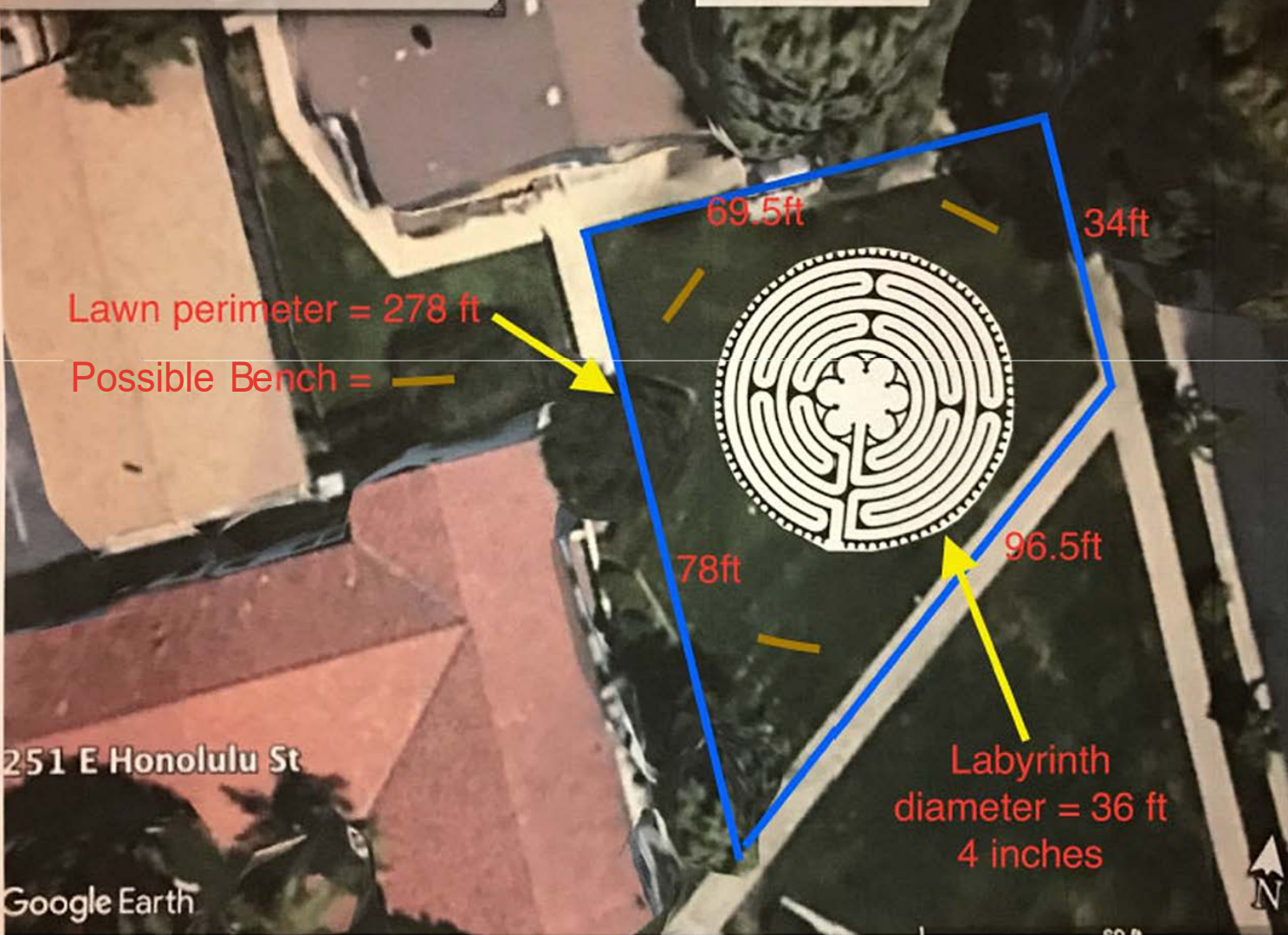
---

### ATTACHMENT

- Site Plan

# Undsay City H., Labyrinth Site

Legend  
251 E Honolulu St





Section Publishes  
**March 22, 2019**

Ad Deadline  
**March 8, 2019**

Full Page .....	\$550
1/2 Page.....	\$330
1/4 Page.....	\$180
1/8 Page.....	\$105
Inside Front/Back Page.	\$700
Back Cover .....	\$750
• Color Included	

**Call your Sales Associate  
 today to reserve your space!  
 559-784-5000**



## MAJOR EVENTS AD-HOC COMMITTEE REPORT

TO: CITY OF LINDSAY CITY COUNCIL  
DATE: March 12, 2019  
AGENDA #: 7  
FROM: Ad-Hoc Committee Member Cortes

---

### AGENDA ITEM

<i>TITLE</i>	Market Operations RFP – Selection and Award
<i>ACTION</i>	Authorize staff to negotiate and execute contract with Jimora Enterprises for operation of the Friday Night Market.
<i>PURPOSE</i>	Statutory/Contractual Requirement Discretionary Action
<i>OBJECTIVE(S)</i>	<ul style="list-style-type: none"><li>• Increase our keen sense of identity in a physically connected and involved community.</li><li>• Nurture attractive residential neighborhoods and business districts.</li><li>• Dedicate resources to retain a friendly, small-town atmosphere.</li><li>• Stimulate, attract and retain local businesses.</li><li>• Advance economic diversity.</li></ul>

---

### RECOMMENDATION

The ad-hoc committee recommends selecting Jimora Enterprises as the new Friday Night Market operator.

---

### BACKGROUND | ANALYSIS

For the last few months, City Councilmembers have heard many impassioned opinions from the public during public comment and in one-on-one conversations outside regular meetings regarding the Friday Night Market. At the same time, Council has had to deal with complex issues stemming from a time a decade or more ago when the administration was not believed to be transparent or unbiased. The City has struggled for years with the aftermath of financial decisions from that era. It has been hard. It has been emotional. It has been a learning experience.

One main tool the City uses to ensure transparent, unbiased and equitable decisions is the Request for Proposal (RFP) process. Without a contract for the 2019 Market Season, the Council authorized and issued an RFP for Market services. Staff facilitated the issuing and collection of responses within the mandated time line. Staff sent copies of the three responses to the scoring committee. The four-member scoring committee included:

1. Mayor Pro Tem Cortes, as part of the ad-hoc committee
  2. Councilmember Watson, as part of the ad-hoc committee
  3. City of Porterville's Economic Development Director, as an outside reviewer
  4. City of Tulare's Economic Development Director, as an outside reviewer
-



## MAJOR EVENTS AD-HOC COMMITTEE REPORT

TO: CITY OF LINDSAY CITY COUNCIL  
 DATE: March 12, 2019  
 AGENDA #: 7  
 FROM: Ad-Hoc Committee Member Cortes

The ad-hoc committee appreciated the help from the two outside reviewers in the process. The committee encourages City staff to reciprocate if and when the opportunity arises.

The City received responses from Hugo Flores, Jimora Enterprises and Lindsay Chamber of Commerce. Each reviewer read and scored all three proposals independently against the scoring matrix provided in the RFP. One exception was Mayor Pro Tem Cortes who recused herself from reviewing Hugo Flores proposal because she has a family member associated with Hugo Flores. The average for Hugo Flores was determined by the remaining three reviewers to ensure comparability to the other two proposers.

The ad-hoc committee selected the top proposer based on average score to ensure equity and fairness in the decision. Using total scores would yield the same ranking.

Average Score	Potential Score	Proposer #1: Hugo Flores*	Proposer #2: Jimora Enterprises	Proposer #3: Lindsay Chamber
Quality of Proposal	<b>15</b>	8.7	14.5	12.5
Ability, capacity, and skill of the proposer to provide the services	<b>15</b>	6.7	14.5	11.3
Ability of the provider to help the Market prosper	<b>15</b>	8.3	14.8	11.0
Character, integrity, judgment, experience and efficiency of the provider	<b>15</b>	11.0	13.3	9.5
Quality of the provider's performance on previous contracts with the City or with other agencies or organizations if the provider has never had a contract with the City	<b>20</b>	12.7	15.7	8.3
Revenue sharing with the City	<b>20</b>	10.3	18.5	8.8
<b>TOTAL SCORE</b>	<b>100</b>	<b>57.7</b>	<b>91.2</b>	<b>61.3</b>

### ALTERNATIVES

- Select Jimora Enterprises as the operator of the Friday Night Market and instruct staff to negotiate a contract with Jimora Enterprises.
- Select a different operator and instruct staff to negotiate a contract with them.
- Provide staff with other instructions.





## MAJOR EVENTS AD-HOC COMMITTEE REPORT

TO: CITY OF LINDSAY CITY COUNCIL  
DATE: March 12, 2019  
AGENDA #: 7  
FROM: Ad-Hoc Committee Member Cortes

---

### *BENEFIT TO OR IMPACT ON CITY RESOURCES*

Jimora Enterprises is a highly successful market operator with relationships with over 600 vendors. The City will receive \$2,000 per session in Year 1, \$2,500 per session in Year 2 and \$3,000 per session in Year 3. Total revenue to the City will depend on the number of sessions per year.

### *ENVIRONMENTAL REVIEW*

N/A

### *POLICY ISSUES*

The City followed the RFP process.

### *PUBLIC OUTREACH*

Posted in this agenda

### *ATTACHMENTS*

- Resolution 19-08 Market Services



# RESOLUTION OF THE CITY OF LINDSAY

NUMBER 19-08  
 TITLE **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY TO AUTHORIZE THE CITY MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT WITH JIMORA ENTERPRISES TO OPERATE THE FRIDAY NIGHT MARKET.**  
 MEETING At a regularly scheduled meeting of the City of Lindsay City Council held on March 12, 2019 at 6:00PM at 251 E. Honolulu Street, Lindsay, CA 93247.

**WHEREAS**, the City issued RFP 2019-01 Market Services with the deadline of February 28, 2019 at 4:00PM to select an entity to operate the Friday Night Market.

**WHEREAS**, the City received three responses.

**WHEREAS**, Council members on the major events ad-hoc committee and two economic development directors from neighboring cities reviewed and scored the three responses.

**WHEREAS**, Jimora Enterprises received the top score (91.2 out of 100); the Lindsay Chamber of Commerce received the second highest score (61.3 out of 100); and Hugo Flores received the third highest score (57.5 out of 100).

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

- SECTION 1. Authorizes the City Manager to negotiate and execute a contract with Jimora Enterprises for the operation of the Friday Night Market.
- SECTION 2. This resolution shall be effective immediately upon its approval and adoption.
- SECTION 3. The Mayor, or presiding officer, is hereby authorized to affix her/his signature to the Resolution signifying its adoption by the City Council of the City of Lindsay, and the City Clerk, or his duly appointed deputy, is directed to attest thereto.

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

MEETING DATE	March 12, 2019
MOTION	
2 <sup>nd</sup> MOTION	
AYES	
ABSENT	
ABSTAIN	
NAYS	

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

\_\_\_\_\_  
 City Clerk

\_\_\_\_\_  
 Mayor



## STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA  
DATE: March 12, 2019  
AGENDA #: 8  
STAFF: Michael Camarena, Director of City Services

---

### AGENDA ITEM

<i>TITLE</i>	2019 Streets Projects Update
<i>ACTION</i>	None, presented for Information Only
<i>PURPOSE</i>	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

None requested, presented for Information Only

---

### BACKGROUND | ANALYSIS

At the October 23, 2018 City Council meeting, Council selected 9 streets projects and authorized bidding for those projects.

Assembling final construction estimates, bid documents and advertising documents will begin once the Hermosa and Westwood Roundabout project is closer to completion. With the weather delays the roundabout has experienced, the streets program projects have also been delayed. It is anticipated that this construction phase of the roundabout project will be near competition at the end of March.

### ALTERNATIVES

- None at this time
-



## STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA  
DATE: March 12, 2019  
AGENDA #: 8  
STAFF: Michael Camarena, Director of City Services

---

### *BENEFIT TO OR IMPACT ON CITY RESOURCES*

Benefit to the city in general is Councils commitment to continue to identify and deliver street improvement projects.

### *ENVIRONMENTAL REVIEW*

None Anticipated

### *POLICY ISSUES*

No Policy Issues Anticipated

### *PUBLIC OUTREACH*

Posted in this Agenda

### *ATTACHMENTS*

- Streets Projects List

**2018-2019 Streets Program**

<b>Project Classification</b>		<i>Location</i>	<i>From</i>	<i>To</i>	<i>Estimated Cost</i>
<b>Cape Seal</b>	1	Tulare Road	Oak Avenue	Foothill Avenue	\$ 350,000
	2	Hermosa Street	Westwood Avenue	Elmwood Avenue	\$ 150,000
	3	Downtown Streets	Sweet Brier Avenue	Mirage Avenue	\$ 170,000
			Honolulu Street	Samoa Street	
			Elmwood Avenue	(Samoa to Hermosa)	
	4	Orange Avenue	Tulare Road	Alameda Street	\$ 125,000
	5	Harvard Avenue	Hermosa Street	Tulare Road	\$ 100,000
	6	Maple Avenue	Tulare Road	Alameda Street	\$ 75,000
	<b>Rehabilitation</b>	7	Hermosa Street 1	Elmwood Avenue	Homassel Avenue
8		Mirage Avenue	Samoa Street	Hermosa Street	\$ 135,000
9		Sequoia Avenue	Tulare Road	Ono City Parkway	\$ 320,000