



LINDSAY CITY COUNCIL MEETING: REGULAR MEETING AGENDA

251 E. Honolulu St., Lindsay, CA 93247

Tuesday, June 23, 2020 @ 6:00PM

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Notice is hereby given that the Lindsay City Council will hold its regular Council Meeting, on June 23, 2020 via webinar only. The webinar address for members of the public is https://www.bigmarker.com/griswold_lasalle/6-23-2020-Lindsay-Council-Meeting Persons with disabilities who may need assistance should contact the Deputy City Clerk at least 24 hours prior to the meeting at (559) 562-7102 ext. 8020.

CALL TO ORDER: 6:00pm
ROLL CALL: Council Members Sanchez, Flores, Watson, Mayor Pro Tem Cortes & Mayor Kimball
PLEDGE: Councilmember Sanchez
INVOCATION To Be Announced

Item 1: 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 2: Council Reports

City Council Members report on recent or upcoming events

Item 3: City Manager Update

City Manager or designee reports on recent or upcoming events

Item 4: Consent Calendar

Routine items approved in one motion unless item is pulled for discussion

Pages 1-29

1. Minutes from June 9, 2020 City Council Meeting
2. Warrant List for June 3, 2020 through June 17, 2020
3. Disinfection By Product (DBP) Notification Update
4. 2019 Annual Drinking Water Quality Report Notification Update
5. Resolution 20-28, A Resolution of the Lindsay City Council Approving Tulare County Association of Governments (TCAG) Measure R

Item 5: TULARE COUNTY REGIONAL TRANSIT AGENCY JOINT POWERS AGREEMENT

Presented by Joseph M. Tanner, City Manager

Pages 30-52

Item 6: CONTRACT AMENDMENT BETWEEN CITY OF LINDSAY AND JIMORA ENTERPRISES FOR THE FRIDAY NIGHT MARKET

Presented by Joseph M. Tanner, City Manager

Pages 53-63



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Item 7: FISCAL YEAR 2020-2021 BUDGET CALENDAR UPDATE
Presented by Joseph M. Tanner, City Manager
Pages 64-67

Item 8: Executive (Closed) Session
NONE

Item 9: Requests for Future Agenda Items
Presented by Councilmembers

Item 10: Adjourn
The next regular Lindsay City Council meeting will be held at 6:00PM on July 14, 2020.



LINDSAY CITY COUNCIL MEETING: REGULAR MEETING MINUTES

251 E. Honolulu St., Lindsay, CA 93247

Tuesday, June 9, 2020 @ 6:00PM

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Notice is hereby given that the Lindsay City Council will hold its regular Council Meeting, on June 9, 2020 via webinar only. The webinar address for members of the public is

https://www.bigmarker.com/griswold_lasalle/06-09-2020-Lindsay-Council-Meeting

Persons with disabilities who may need assistance should contact the Deputy City Clerk at least 24 hours prior to the meeting at (559) 562-7102 ext. 8020.

CALL TO ORDER:	6:00pm
ROLL CALL:	Council Members Flores, Watson, Mayor Pro Tem Cortes & Mayor Kimball (Councilmember Sanchez absent, with notice)
PLEDGE:	Mayor Kimball
INVOCATION:	To Be Announced

Item 1: 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.

- None

Item 2: Council Reports

City Council Members report on recent or upcoming events

- Flores – thanked the Black Lives Matter protest leaders for keeping order; food distribution schedule posted outside of City Hall for distributions throughout the month of June
- Cortes – Over 1,200 masks were distributed during the LHD mask giveaway event, similar events to come; Lindsay Gardens Care Parade was a very welcomed celebration by residents; would like to thank food distribution organizations including LUSD, FoodLink, UFW and Quinto Sol; would like more ideas on how Lindsay can attract single family housing developments to begin construction in the area
- Watson – recommends open communication with known housing developers to encourage development of a construction schedule

Item 3: City Manager Update

City Manager or designee reports on recent or upcoming events

- City Services has received three new inquiries from developers interested in future construction in Lindsay
- City Clerk application period closes Friday, June 12, 2020
- The State of California has placed Tulare County in a modified stage 2 for reopening, there were 161 new confirmed cases of coronavirus between June 6-7

Item 4: Consent Calendar

Routine items approved in one motion unless item is pulled for discussion

Pages 1-89

1. Minutes from May 26, 2020 City Council Meeting
2. Warrant List for May 21, 2020 through June 2, 2020
3. Treasurer's Report for May 2020



LINDSAY CITY COUNCIL MEETING: REGULAR MEETING MINUTES

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4. Resolution No. 20-22 Fireworks Application – La Puerta Abierta
 6. Resolution No. 20-24 Fireworks Application – Foothill Rotary
 7. School Resource Officer (SRO) Agreement with Lindsay Unified School District (LUSD)
 8. Tulare County Dispatch Services Agreement
 10. Resolution 20-19, Requesting and Consenting to Consolidation of Election and Setting Forth the Specifications of the Election Order
 11. Resolution 20-20, Requesting the Board of Supervisors of Tulare County Consent to Permitting the Registrar of Voters to Render Specified Services to the City
- Mayor Kimball requested to be recused from consent item 5. Resolution No. 20-23 Fireworks Application – Lindsay Cultural Arts Council (LCAC) Fire Museum as she currently sits as President of the LCAC
 - Mayor Pro-tem Cortes requested to be recused from consent item 9. 2020-2021 Landscape & Lighting Assessment Districts (LLADs) Renewal and related resolutions 20-25,20-26,20-27 as she currently lives within the Maple Valley District

Motion:	To Approve						
1 st	2 nd	Result Motion	Kimball	Cortes	Watson	Flores	Sanchez
Flores	Watson	3-0 Approved	Yes	Yes	Yes	Yes	Absent

12. Resolution No. 20-23 Fireworks Application – Lindsay Cultural Arts Council (LCAC) Fire Museum

Motion:	To Approve						
1 st	2 nd	Result Motion	Kimball	Cortes	Watson	Flores	Sanchez
Flores	Watson	3-0 Approved	Recused	Yes	Yes	Yes	Absent

9. 2020-2021 Landscape & Lighting Assessment Districts (LLADs) Renewal

- a. Resolution No. 20-25, Ordering the Preparation of an Engineer’s for Landscape & Lighting Maintenance Districts for Fiscal year 2020-2021
 - b. Resolution No. 20-26, Giving Preliminary Approval of Engineer’s Report for Fiscal Year 2020-2021 for Landscape & Lighting Maintenance Districts
 - c. Resolution No. 20-27, Declaring the Intent to Levy & Collect Assessments for Fiscal Year 2020-2021 & Setting a Public Hearing for July 14, 2020
- Flores requested clarification on total assets presented for Sierra Vista assessment district, City Services Assistant Director Amezcua explained that this represented the savings to date reserved by the district for future projects

Motion:	To Approve						
1 st	2 nd	Result Motion	Kimball	Cortes	Watson	Flores	Sanchez
Flores	Watson	3-0 Approved	Yes	Recused	Yes	Yes	Absent



LINDSAY CITY COUNCIL MEETING: REGULAR MEETING MINUTES

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Item 5: Resolution 20-21, Lindsay Procurement Policy
 Presented by Juana Espinoza, Finance and Accounting Manager
 Pages 90-144

- Flores- inquired if City Manager is the purchasing agent for the City of Lindsay, City Manager confirmed

Motion:	To Approve						
1 st	2 nd	Result Motion	Kimball	Cortes	Watson	Flores	Sanchez
Watson	Cortes	4-0 Approved	Yes	Yes	Yes	Yes	Absent

Item 6: Lindsay Wellness and Aquatic’s Center Programming and Operations Update
 Presented by Lisa Davis, Wellness Aquatics/Recreation Supervisor
 Pages 145-146

- Tentative opening date set for Monday, June 29, 2020, for both the pool and wellness center, pending County approval. Capacity limited to 99 persons, all other operating changes to follow state guidelines.
- Watson – requested additional details on member pricing that includes the costs of additional sanitation and other protective measures due to COVID-19

Item 7: Executive (Closed) Session
 NONE

Item 8: Requests for Future Agenda Items
 Presented by Councilmembers

- Cortes/Flores – request Black Lives Matter statement and resolution against racism and discrimination be presented; Kimball/Watson - recommends vetting BLM organization before endorsement by City
- Kimball – requested budget update and Friday Night Market update for meeting scheduled June 23
- Flores – requests to post fines related to illegal fireworks and reckless driving on social media and other public spaces; requests to add speedbumps next to schools and other high traffic areas

Item 9: Adjourn

The next regular Lindsay City Council meeting will be held at 6:00PM on June 23, 2020.

Motion:	To Adjourn						
1 st	2 nd	Result Motion	Kimball	Cortes	Watson	Flores	Sanchez
Cortes	Watson	4-0 Approved	Yes	Yes	Yes	Yes	Absent

Check #	Fund	Date	Vendor #	Vendor Name	Description	Amount
TOTAL						\$ 337,710.73
17022						\$392.77
	101 - GENERAL FUND	06/05/20	3977	AFLAC	DED:015 AFLAC	392.77
17023						\$465.41
	101 - GENERAL FUND	06/05/20	4660	CITY OF LINDSAY	DED:CDBG CDBG PMT	218.41
	101 - GENERAL FUND	06/05/20	4660	CITY OF LINDSAY	DED:L203 CDBG LOAN	247.00
17024						\$1,078.70
	101 - GENERAL FUND	06/05/20	451	CITY OF LINDSAY EMP	DED:0503 SEC 125	1,068.70
	101 - GENERAL FUND	06/05/20	451	CITY OF LINDSAY EMP	DED:0505 SEC 125	10.00
17025						\$130.95
	101 - GENERAL FUND	06/05/20	3192	SEIU LOCAL 521	DED:DUES UNION DUES	130.95
17026						\$6,122.65
	101 - GENERAL FUND	06/05/20	3192	SEIU LOCAL 521	DED:DUES UNION DUES	2,462.95
	101 - GENERAL FUND	06/05/20	3192	SEIU LOCAL 521	DED:DUES UNION DUES	75.00
	101 - GENERAL FUND	06/05/20	3192	SEIU LOCAL 521	DED:DUES UNION DUES	2,593.23
	101 - GENERAL FUND	06/05/20	3192	SEIU LOCAL 521	DED:0555 DC LOANPAY	991.47
17027						\$82.74
	101 - GENERAL FUND	06/05/20	6409	BERNARD HEALTH LEGA	DED:MET MET LAW	82.74
17028						\$50.82
	101 - GENERAL FUND	06/05/20	2325	LINDSAY PUBLIC SAFE	DED:LPOA LPOA DUES	50.82
17029						\$189.23
	101 - GENERAL FUND	06/05/20	3042	STATE DISBURSEMENT	DED:0512 CHILD SUPT	189.23
17030						\$325.41
	101 - GENERAL FUND	06/05/20	1955	TEAMSTERS LOCAL 856	DED:0508 TEAMSTERS	325.41
17031						\$42.98
	101 - GENERAL FUND	06/15/20	4259	AAA TRUCK SERVICE I	F650 -REPAIR	42.98
17032						\$540.00
	101 - GENERAL FUND	06/15/20	2766	ADVANCED GRAPHIX IN	2011 BLK-GRAPHICS	540.00
17033						\$71.00
	101 - GENERAL FUND	06/15/20	1858	ALL PRO FIRE AND SA	CORP YARD-SERVICE	71.00
17034						\$5.12
	101 - GENERAL FUND	06/15/20	6362	AMERICAN BUSINESS M	TONER	5.12
17035						\$1,998.75
	101 - GENERAL FUND	06/15/20	3898	AMERICAN INCORPORAT	MAINT-GOVT BLDG	1,998.75
17036						\$488.84
	101 - GENERAL FUND	06/15/20	5457	AUTO ZONE COMMERCIA	#77	22.87
	101 - GENERAL FUND	06/15/20	5457	AUTO ZONE COMMERCIA	#88	62.62
	101 - GENERAL FUND	06/15/20	5457	AUTO ZONE COMMERCIA	AIR FILTER	14.13
	101 - GENERAL FUND	06/15/20	5457	AUTO ZONE COMMERCIA	BULB	16.61
	101 - GENERAL FUND	06/15/20	5457	AUTO ZONE COMMERCIA	# 77	26.09
	101 - GENERAL FUND	06/15/20	5457	AUTO ZONE COMMERCIA	# 77	(26.09)
	101 - GENERAL FUND	06/15/20	5457	AUTO ZONE COMMERCIA	HOSE TUCK 49	20.76
	101 - GENERAL FUND	06/15/20	5457	AUTO ZONE COMMERCIA	#88-MOTOR OIL	9.05
	101 - GENERAL FUND	06/15/20	5457	AUTO ZONE COMMERCIA	#88-MOTOR OIL	33.89
	101 - GENERAL FUND	06/15/20	5457	AUTO ZONE COMMERCIA	OET ORANGE ANTIF 0	8.70
	101 - GENERAL FUND	06/15/20	5457	AUTO ZONE COMMERCIA	OET ORANGE ANTIF 1	8.70
	101 - GENERAL FUND	06/15/20	5457	AUTO ZONE COMMERCIA	OET ORANGE ANTIF 2	8.70
	101 - GENERAL FUND	06/15/20	5457	AUTO ZONE COMMERCIA	OET ORANGE ANTIF 2	8.68
	101 - GENERAL FUND	06/15/20	5457	AUTO ZONE COMMERCIA	OET ORANGE ANTIF 2	8.70
	101 - GENERAL FUND	06/15/20	5457	AUTO ZONE COMMERCIA	OET ORANGE ANTIF 2	65.67
	101 - GENERAL FUND	06/15/20	5457	AUTO ZONE COMMERCIA	OET ORANGE ANTIF 2	137.99

101 - GENERAL FUND	06/15/20	5457	AUTO ZONE COMMERCIA	TOGGLE SWITCH	5.30
101 - GENERAL FUND	06/15/20	5457	AUTO ZONE COMMERCIA	TOGGLE SWITCH	(5.30)
101 - GENERAL FUND	06/15/20	5457	AUTO ZONE COMMERCIA	TRUCK 88	9.54
553 - SEWER	06/15/20	5457	AUTO ZONE COMMERCIA	OET ORANGE ANTIF	52.23
17037					\$40.78
101 - GENERAL FUND	06/15/20	3232	BIG BEN'S	3 JAMBS-MOULDING	40.78
17038					\$575.00
101 - GENERAL FUND	06/15/20	5013	BUZZ KILL PEST CONT	133 W HONOLULU 4/30	35.00
101 - GENERAL FUND	06/15/20	5013	BUZZ KILL PEST CONT	150 N MIRAGE 5/30	123.00
101 - GENERAL FUND	06/15/20	5013	BUZZ KILL PEST CONT	150 N MIRAGE 5/30	30.00
101 - GENERAL FUND	06/15/20	5013	BUZZ KILL PEST CONT	150 N MIRAGE 5/30	30.00
886 - SAMOA	06/15/20	5013	BUZZ KILL PEST CONT	165-173 SAMOA 4/30	40.00
886 - SAMOA	06/15/20	5013	BUZZ KILL PEST CONT	165-173 SAMOA 5/30	40.00
886 - SAMOA	06/15/20	5013	BUZZ KILL PEST CONT	165-173 SAMOA 5/30	31.00
886 - SAMOA	06/15/20	5013	BUZZ KILL PEST CONT	165-173 SAMOA 5/30	30.00
886 - SAMOA	06/15/20	5013	BUZZ KILL PEST CONT	165-173 SAMOA 5/30	45.00
886 - SAMOA	06/15/20	5013	BUZZ KILL PEST CONT	165-173 SAMOA 5/30	25.00
886 - SAMOA	06/15/20	5013	BUZZ KILL PEST CONT	165-173 SAMOA 5/30	22.00
886 - SAMOA	06/15/20	5013	BUZZ KILL PEST CONT	165-173 SAMOA 5/30	24.00
887 - SWEETBRIER TOW	06/15/20	5013	BUZZ KILL PEST CONT	HERMOSA HOMES 4/30	50.00
887 - SWEETBRIER TOW	06/15/20	5013	BUZZ KILL PEST CONT	HERMOSA HOMES 5/30	50.00
17039					\$1,890.65
101 - GENERAL FUND	06/15/20	6351	CANON FINANCIAL SER	CANON LEASE	472.67
101 - GENERAL FUND	06/15/20	6351	CANON FINANCIAL SER	CANON LEASE	472.67
101 - GENERAL FUND	06/15/20	6351	CANON FINANCIAL SER	CANON LEASE	472.64
101 - GENERAL FUND	06/15/20	6351	CANON FINANCIAL SER	CANON LEASE	472.67
17040					\$1,878.38
305 - COVID-19 EMERGE	06/15/20	76	CENTRAL VALLEY BUSI	KN FACE MASK	1,878.38
17041					\$1,262.24
400 - WELLNESS CENTER	06/15/20	5930	CHRIS ALLARD	SERVICE-WELLNESS GY	1,262.24
17043					\$4,430.51
101 - GENERAL FUND	06/15/20	5832	CINTAS CORPORATION	OP SUPPLIES	37.12
101 - GENERAL FUND	06/15/20	5832	CINTAS CORPORATION	OP SUPPLIES	27.24
101 - GENERAL FUND	06/15/20	5832	CINTAS CORPORATION	OP SUPPLIES	27.24
101 - GENERAL FUND	06/15/20	5832	CINTAS CORPORATION	OP SUPPLIES	37.12
101 - GENERAL FUND	06/15/20	5832	CINTAS CORPORATION	OP SUPPLIES	37.12
101 - GENERAL FUND	06/15/20	5832	CINTAS CORPORATION	OP SUPPLIES	31.91
101 - GENERAL FUND	06/15/20	5832	CINTAS CORPORATION	OP SUPPLIES	31.91
101 - GENERAL FUND	06/15/20	5832	CINTAS CORPORATION	OP SUPPLIES	31.91
101 - GENERAL FUND	06/15/20	5832	CINTAS CORPORATION	OP SUPPLIES	29.31
101 - GENERAL FUND	06/15/20	5832	CINTAS CORPORATION	OP SUPPLIES	29.31
101 - GENERAL FUND	06/15/20	5832	CINTAS CORPORATION	OP SUPPLIES	29.31
101 - GENERAL FUND	06/15/20	5832	CINTAS CORPORATION	OP SUPPLIES	27.24
101 - GENERAL FUND	06/15/20	5832	CINTAS CORPORATION	OP SUPPLIES	37.12
101 - GENERAL FUND	06/15/20	5832	CINTAS CORPORATION	OP SUPPLIES	37.12
101 - GENERAL FUND	06/15/20	5832	CINTAS CORPORATION	OP SUPPLIES	27.24
101 - GENERAL FUND	06/15/20	5832	CINTAS CORPORATION	OP SUPPLIES	27.29
101 - GENERAL FUND	06/15/20	5832	CINTAS CORPORATION	OP SUPPLIES	29.28
101 - GENERAL FUND	06/15/20	5832	CINTAS CORPORATION	OP SUPPLIES	29.31
101 - GENERAL FUND	06/15/20	5832	CINTAS CORPORATION	OP SUPPLIES	31.91
101 - GENERAL FUND	06/15/20	5832	CINTAS CORPORATION	OP SUPPLIES	31.92
101 - GENERAL FUND	06/15/20	5832	CINTAS CORPORATION	OP SUPPLIES	37.12
101 - GENERAL FUND	06/15/20	5832	CINTAS CORPORATION	OP SUPPLIES	37.14
101 - GENERAL FUND	06/15/20	5832	CINTAS CORPORATION	OP SUPPLIES	27.24
101 - GENERAL FUND	06/15/20	5832	CINTAS CORPORATION	OP SUPPLIES	29.31
101 - GENERAL FUND	06/15/20	5832	CINTAS CORPORATION	OP SUPPLIES	31.91
101 - GENERAL FUND	06/15/20	5832	CINTAS CORPORATION	OP SUPPLIES	31.91
101 - GENERAL FUND	06/15/20	5832	CINTAS CORPORATION	OP SUPPLIES	29.31

101 - GENERAL FUND	06/15/20	5832	CINTAS CORPORATION	OP SUPPLIES	27.24
101 - GENERAL FUND	06/15/20	5832	CINTAS CORPORATION	OP SUPPLIES	1,165.80
101 - GENERAL FUND	06/15/20	5832	CINTAS CORPORATION	OP SUPPLIES	1,192.80
101 - GENERAL FUND	06/15/20	5832	CINTAS CORPORATION	OP SUPPLIES	1,192.80
17044					\$4,489.00
553 - SEWER	06/15/20	279	CITY OF PORTERVILLE	30-016544 LAB 4/202	769.00
553 - SEWER	06/15/20	279	CITY OF PORTERVILLE	30-016544 LAB 4/202	720.00
553 - SEWER	06/15/20	279	CITY OF PORTERVILLE	30-016544 LAB 4/202	1,500.00
553 - SEWER	06/15/20	279	CITY OF PORTERVILLE	30-016544 LAB 4/202	1,500.00

17045						\$2,845.33
	884 - HERITAGE ASSESSM	06/15/20	6090	CLEAN CUT LANDSCAPE	HERITAGE	274.00
	884 - HERITAGE ASSESSM	06/15/20	6090	CLEAN CUT LANDSCAPE	HERITAGE	45.00
	884 - HERITAGE ASSESSM	06/15/20	6090	CLEAN CUT LANDSCAPE	HERITAGE	197.00
	891 - PELOUS RANCH	06/15/20	6090	CLEAN CUT LANDSCAPE	PELOUS	509.00
	891 - PELOUS RANCH	06/15/20	6090	CLEAN CUT LANDSCAPE	PELOUS	133.00
	891 - PELOUS RANCH	06/15/20	6090	CLEAN CUT LANDSCAPE	PELOUS	1,129.00
	891 - PELOUS RANCH	06/15/20	6090	CLEAN CUT LANDSCAPE	PELOUS	83.33
	891 - PELOUS RANCH	06/15/20	6090	CLEAN CUT LANDSCAPE	PELOUS	475.00
17046						\$418.69
	101 - GENERAL FUND	06/15/20	4322	CO OF TULARE-INFORM	APRIL 2020	418.69
17047						\$45.00
	101 - GENERAL FUND	06/15/20	2319	COMPUTER SYSTEMS PL	MANANGED ANTIVIRUS	45.00
17048						\$44.00
	101 - GENERAL FUND	06/15/20	102	CULLIGAN	185 N GALE HILL	44.00
17049						\$1,061.25
	101 - GENERAL FUND	06/15/20	102	CULLIGAN	185 N GALE HILL	353.75
	101 - GENERAL FUND	06/15/20	102	CULLIGAN	185 N GALE HILL	353.75
	552 - WATER	06/15/20	6118	CVIN LLC D.B.A. VAS	6/1/20-6/31/20	353.75
17050						\$461.55
	101 - GENERAL FUND	06/15/20	119	DOUG DELEO WELDING	FACE SHIELD CLEAR L	35.89
	552 - WATER	06/15/20	119	DOUG DELEO WELDING	OPERATING SUPPLIES	425.66
17051						\$96.66
	101 - GENERAL FUND	06/15/20	4460	EVANS FEED & LIVEST	K9 SUPPLIES 2	48.33
	101 - GENERAL FUND	06/15/20	4460	EVANS FEED & LIVEST	K9 SUPPLIES 2	48.33
17052						\$1,166.50
	779 - 00-HOME-0487	06/15/20	6084	FARMERS INSURANCE E	SALEM BALGAITH	1,166.50
17053						\$342.90
	101 - GENERAL FUND	06/15/20	3218	FARMERS TRACTOR & E	REPAIR & MAINT	289.41
	101 - GENERAL FUND	06/15/20	3218	FARMERS TRACTOR & E	REPAIR & MAINT	53.49
17054						\$5,699.00
	552 - WATER	06/15/20	137	FRIANT WATER AUTHOR	FKC O & M JULY 2020	5,699.00
17055						\$1,159.98
	552 - WATER	06/15/20	6010	FRONTIER COMMUNICAT	209-042-9309	28.65
	552 - WATER	06/15/20	6010	FRONTIER COMMUNICAT	209-042-9309	1.99
	552 - WATER	06/15/20	6010	FRONTIER COMMUNICAT	209-150-2936	83.41
	552 - WATER	06/15/20	6010	FRONTIER COMMUNICAT	209-150-2936	114.48
	552 - WATER	06/15/20	6010	FRONTIER COMMUNICAT	209-150-2936	28.65
	552 - WATER	06/15/20	6010	FRONTIER COMMUNICAT	209-150-2936	28.65
	553 - SEWER	06/15/20	6010	FRONTIER COMMUNICAT	209-151-2650	28.65
	553 - SEWER	06/15/20	6010	FRONTIER COMMUNICAT	209-151-2650	45.83
	553 - SEWER	06/15/20	6010	FRONTIER COMMUNICAT	209-151-2654	45.83
	553 - SEWER	06/15/20	6010	FRONTIER COMMUNICAT	209-151-2655	45.83
	553 - SEWER	06/15/20	6010	FRONTIER COMMUNICAT	209-151-2655	45.81
	553 - SEWER	06/15/20	6010	FRONTIER COMMUNICAT	209-151-2655	60.60
	553 - SEWER	06/15/20	6010	FRONTIER COMMUNICAT	209-151-2655	90.53
	553 - SEWER	06/15/20	6010	FRONTIER COMMUNICAT	209-151-2655	129.92
	553 - SEWER	06/15/20	6010	FRONTIER COMMUNICAT	209-151-2655	128.55
	553 - SEWER	06/15/20	6010	FRONTIER COMMUNICAT	209-151-2655	252.60
17056						\$2,808.19
	101 - GENERAL FUND	06/15/20	148	GOMEZ AUTO & SMOG	FORD-DIAGNOSE	72.00
	101 - GENERAL FUND	06/15/20	148	GOMEZ AUTO & SMOG	FORD-ENGINE CHECK	311.74
	101 - GENERAL FUND	06/15/20	148	GOMEZ AUTO & SMOG	CHEV 2012/AC/CONDEN	943.53
	101 - GENERAL FUND	06/15/20	148	GOMEZ AUTO & SMOG	209-151-2655	64.17
	101 - GENERAL FUND	06/15/20	148	GOMEZ AUTO & SMOG	LIC1226677 CHECK EN	184.55
	101 - GENERAL FUND	06/15/20	148	GOMEZ AUTO & SMOG	LIC1226737LIGHT MOD	810.29
	101 - GENERAL FUND	06/15/20	148	GOMEZ AUTO & SMOG	CHEV 2012/AC/CONDEN	131.99
	101 - GENERAL FUND	06/15/20	148	GOMEZ AUTO & SMOG	CHEV 2012/AC/CONDEN	103.74

	101 - GENERAL FUND	06/15/20	148	GOMEZ AUTO & SMOG	CHEV 2012/AC/CONDEN	186.18
17057						\$136.50
	101 - GENERAL FUND	06/15/20	4714	HUNTINGTON COURT RE	4/11-4/12 A.CERVANT	136.50
17058						\$400.00
	101 - GENERAL FUND	06/15/20	6346	JEFF PFEIFFER	SQUIRREL TREATMENT	400.00
17059						\$51,741.30
	101 - GENERAL FUND	06/15/20	6100	KEENAN & ASSOCIATES	RETIREE PLAN	2,378.85
	101 - GENERAL FUND	06/15/20	6100	KEENAN & ASSOCIATES	RETIREE PLAN	895.57
	101 - GENERAL FUND	06/15/20	6100	KEENAN & ASSOCIATES	RETIREE PLAN	48,466.88
17060						\$6,288.00
	101 - GENERAL FUND	06/15/20	6225	LIFTOFF LLC	OFFICE 365 YEARLY	6,288.00
17061						\$3,419.50
	101 - GENERAL FUND	06/15/20	6225	LIFTOFF LLC	OFFICE 365 YEARLY	2,328.72
	101 - GENERAL FUND	06/15/20	4067	LINCOLN NAT'L INSUR	JUNE LIFE INSU	1,090.78
17062						\$146.00
	553 - SEWER	06/15/20	1442	LLOYD ANDERSON ELEC	SERVICE CALL-WWTP	146.00
17063						\$2,220.00
	400 - WELLNESS CENTER	06/15/20	6260	LLEON SERVICES	JUNE -POOL SERVICE	2,220.00
17064						\$2,000.00
	400 - WELLNESS CENTER	06/15/20	6260	LLEON SERVICES	JUNE -POOL SERVICE	1,000.00
	101 - GENERAL FUND	06/15/20	4360	MAACO COLLISION REP	VEHICLE REPAIR	1,000.00
17065						\$160.00
	101 - GENERAL FUND	06/15/20	5399	MARCOS LOYA	VEHICLE GRAPHIC INS	160.00
17066						\$1,481.99
	101 - GENERAL FUND	06/15/20	234	MARTIN'S TIRE & AUT	1 TIRE LIC1179748	192.37
	101 - GENERAL FUND	06/15/20	234	MARTIN'S TIRE & AUT	1 TIRE LIC1179748	337.00
	101 - GENERAL FUND	06/15/20	234	MARTIN'S TIRE & AUT	1 TIRE LIC1179748	384.74
	101 - GENERAL FUND	06/15/20	234	MARTIN'S TIRE & AUT	1 TIRE LIC1179748	85.50
	101 - GENERAL FUND	06/15/20	234	MARTIN'S TIRE & AUT	4 TIRES-LIC 1039918	482.38
17067						\$76,091.77
	554 - REFUSE	06/15/20	5852	MID VALLEY DISPOSAL	APRIL 2020	76,091.77
17068						\$71.25
	101 - GENERAL FUND	06/15/20	6149	NATIONAL BAND & TAG	DOG TAGS 2020-2021	71.25
17069						\$451.26
	101 - GENERAL FUND	06/15/20	5625	NGLIC-SUPERIOR VISI	JUNE -VISION PLAN	451.26
17070						\$180.00
	101 - GENERAL FUND	06/15/20	3260	PACIFIC EMPLOYERS	HR QTR BILLING	180.00
17071						\$1,928.08
	553 - SEWER	06/15/20	6498	PACWEST DIRECT	DELINQUENT PRINTUB I	93.47
	553 - SEWER	06/15/20	6498	PACWEST DIRECT	DELINQUENT PRINTUB I	93.47
	553 - SEWER	06/15/20	6498	PACWEST DIRECT	DELINQUENT PRINTUB I	93.47
	553 - SEWER	06/15/20	6498	PACWEST DIRECT	UB MAY 2020 1	549.23
	554 - REFUSE	06/15/20	6498	PACWEST DIRECT	UB MAY 2020 II	549.21
	554 - REFUSE	06/15/20	6498	PACWEST DIRECT	DELINQUENT PRINTUB II	549.23
17072						\$75.06
	101 - GENERAL FUND	06/15/20	276	PORTERVILLE RECORDE	ORD 582	75.06
17073						\$3,035.52
	101 - GENERAL FUND	06/15/20	399	QUAD KNOPF,INC.	ENGINEERING 4/19-5/	142.20
	101 - GENERAL FUND	06/15/20	399	QUAD KNOPF,INC.	ENGINEERING 4/19-5/	2,893.32
17074						\$704.35
	101 - GENERAL FUND	06/15/20	399	QUAD KNOPF,INC.	ENGINEERING 4/19-5/	56.84
	101 - GENERAL FUND	06/15/20	399	QUAD KNOPF,INC.	ENGINEERING 4/19-5/	146.53
	101 - GENERAL FUND	06/15/20	285	QUILL CORPORATION	SPEAKER SYS S-120	14.45
	101 - GENERAL FUND	06/15/20	285	QUILL CORPORATION		121.10
	101 - GENERAL FUND	06/15/20	285	QUILL CORPORATION	MATERIALS	365.43
17075						\$4,000.00
	305 - COVID-19 EMERGE	06/15/20	285	QUILL CORPORATION	NITRL GLOVES	2,000.00
	552 - WATER	06/15/20	6095	RALPH GUTIERREZ WAT	C P O WATER TREAT M	2,000.00

17076						\$420.00
	101 - GENERAL FUND	06/15/20	3622	RLH FIRE PROTECTION	FIRE SPRINKLER LIBR	420.00
17077						\$100.00
	101 - GENERAL FUND	06/15/20	302	SEQUOIA TOWING	06TOYO-TOW TO YARD	100.00
17078						\$150.53
	101 - GENERAL FUND	06/15/20	5314	SHRED-IT USA LLC	SHRED SERVICE	150.53
17079						\$6,070.19
	553 - SEWER	06/15/20	310	SOUTHERN CA. EDISON	2-00-424-8134 POND	20.41
	553 - SEWER	06/15/20	310	SOUTHERN CA. EDISON	2-00-424-8134 POND	24.88
	553 - SEWER	06/15/20	310	SOUTHERN CA. EDISON	2-32-707-0645	16.15
	553 - SEWER	06/15/20	310	SOUTHERN CA. EDISON	3-001-1837-87	2,551.54
	891 - PELOUS RANCH	06/15/20	310	SOUTHERN CA. EDISON	2-32-032-1755	3,457.21
17080						\$60.00
	552 - WATER	06/15/20	5691	STATE WATER RESOURC	M.CAMARENA (D2)	60.00
17081						\$2,908.65
	702 - CHFA-HELP LHBP	06/15/20	6548	STEELER INC.	430 CENTRAL MATERIA	2,908.65
17082						\$3,538.86
	702 - CHFA-HELP LHBP	06/15/20	6548	STEELER INC.	430 CENTRAL MATERIA	884.72
	702 - CHFA-HELP LHBP	06/15/20	6548	STEELER INC.	430 CENTRAL MATERIA	884.72
	101 - GENERAL FUND	06/15/20	6146	SUPERION, LLC	6/1/20-6/30/20	884.70
	554 - REFUSE	06/15/20	6146	SUPERION, LLC	6/1/20-6/30/20 1	884.72
17083						\$4,891.96
	554 - REFUSE	06/15/20	5755	TELEPACIFIC COMMUNI	6/1/20-6/30/20 1	322.08
	554 - REFUSE	06/15/20	5755	TELEPACIFIC COMMUNI	6/1/20-6/30/20 1	156.72
	554 - REFUSE	06/15/20	5755	TELEPACIFIC COMMUNI	6/1/20-6/30/20 1	322.08
	554 - REFUSE	06/15/20	5755	TELEPACIFIC COMMUNI	6/1/20-6/30/20 1	322.08
	554 - REFUSE	06/15/20	5755	TELEPACIFIC COMMUNI	6/1/20-6/30/20 1	89.08
	554 - REFUSE	06/15/20	5755	TELEPACIFIC COMMUNI	5/9/-6/8/20 z	84.55
	554 - REFUSE	06/15/20	5755	TELEPACIFIC COMMUNI	5/9/-6/8/20 II	101.36
	554 - REFUSE	06/15/20	5755	TELEPACIFIC COMMUNI	5/9/-6/8/20 II	1,268.17
	554 - REFUSE	06/15/20	5755	TELEPACIFIC COMMUNI	5/9/-6/8/20 II	156.71
	554 - REFUSE	06/15/20	5755	TELEPACIFIC COMMUNI	5/9/-6/8/20 II	156.72
	554 - REFUSE	06/15/20	5755	TELEPACIFIC COMMUNI	5/9/-6/8/20 II	322.08
	554 - REFUSE	06/15/20	5755	TELEPACIFIC COMMUNI	5/9/-6/8/20 II	322.06
	554 - REFUSE	06/15/20	5755	TELEPACIFIC COMMUNI	5/9/-6/8/20 II	322.08
	554 - REFUSE	06/15/20	5755	TELEPACIFIC COMMUNI	5/9/-6/8/20 II	699.14
	554 - REFUSE	06/15/20	5755	TELEPACIFIC COMMUNI	5/9/-6/8/20 II	84.55
	554 - REFUSE	06/15/20	5755	TELEPACIFIC COMMUNI	5/9/-6/8/20 II	89.08
	554 - REFUSE	06/15/20	5755	TELEPACIFIC COMMUNI	5/9/-6/8/20 II	73.42
17084						\$913.51
	101 - GENERAL FUND	06/15/20	144	THE GAS COMPANY	031-415-9000	15.68
	101 - GENERAL FUND	06/15/20	144	THE GAS COMPANY	033-515-9120-5	15.68
	101 - GENERAL FUND	06/15/20	144	THE GAS COMPANY	033-515-9120-5	15.68
	101 - GENERAL FUND	06/15/20	144	THE GAS COMPANY	033-515-9120-5	15.68
	101 - GENERAL FUND	06/15/20	144	THE GAS COMPANY	033-515-9120-5	16.85
	400 - WELLNESS CENTER	06/15/20	144	THE GAS COMPANY	098-628-2905	833.94
17085						\$253.63
	101 - GENERAL FUND	06/15/20	5792	THOMSON REUTERS - W	4/1/20-4/30/20	253.63
17086						\$100.00
	101 - GENERAL FUND	06/15/20	6123	TOW PRO	TOW FEE-TO CITY YAR	100.00
17087						\$35.00
	101 - GENERAL FUND	06/15/20	6413	TRANS UNION LLC	BASIC SERVICE MAY	35.00
17088						\$1,297.18
	101 - GENERAL FUND	06/15/20	4849	U.S. BANK EQUIPMENT	CANON 6/15/20	324.30
	101 - GENERAL FUND	06/15/20	4849	U.S. BANK EQUIPMENT	CANON 6/15/20	324.30
	101 - GENERAL FUND	06/15/20	4849	U.S. BANK EQUIPMENT	CANON 6/15/20	324.28
	101 - GENERAL FUND	06/15/20	4849	U.S. BANK EQUIPMENT	CANON 6/15/20	324.30
17089						\$4,047.90

101 - GENERAL FUND	06/15/20	5747	UNITED STAFFING	ANTHONY 4/20-4/26	322.65
101 - GENERAL FUND	06/15/20	5747	UNITED STAFFING	ANTHONY 4/20-4/26	322.65
101 - GENERAL FUND	06/15/20	5747	UNITED STAFFING	ANTHONY 4/20-4/26	322.65
101 - GENERAL FUND	06/15/20	5747	UNITED STAFFING	ANTHONY 4/20-4/26 z	254.25
101 - GENERAL FUND	06/15/20	5747	UNITED STAFFING	ANTHONY 5/11-5/17/2 z	254.25
101 - GENERAL FUND	06/15/20	5747	UNITED STAFFING	ANTHONY 5/11-5/17/2 x	254.25
101 - GENERAL FUND	06/15/20	5747	UNITED STAFFING	ANTHONY 5/11-5/17/2 x	257.47
101 - GENERAL FUND	06/15/20	5747	UNITED STAFFING	ANTHONY 5/18-5/24/2	257.46
101 - GENERAL FUND	06/15/20	5747	UNITED STAFFING	ANTHONY 5/18-5/24/2	257.47
101 - GENERAL FUND	06/15/20	5747	UNITED STAFFING	ANTHONY 5/25-5/31 a	205.98
101 - GENERAL FUND	06/15/20	5747	UNITED STAFFING	ANTHONY 5/25-5/31	205.96
101 - GENERAL FUND	06/15/20	5747	UNITED STAFFING	ANTHONY 5/25-5/31	205.98
101 - GENERAL FUND	06/15/20	5747	UNITED STAFFING	ANTHONY 5/25-5/31	257.47
101 - GENERAL FUND	06/15/20	5747	UNITED STAFFING	ANTHONY 5/25-5/31	257.46
101 - GENERAL FUND	06/15/20	5747	UNITED STAFFING	ANTHONY 5/25-5/31	257.47
101 - GENERAL FUND	06/15/20	5747	UNITED STAFFING	ANTHONY 5/25-5/31	51.50
101 - GENERAL FUND	06/15/20	5747	UNITED STAFFING	ANTHONY 5/25-5/31	51.50
101 - GENERAL FUND	06/15/20	5747	UNITED STAFFING	ANTHONY 5/25-5/31	51.48
17090					\$4,809.65
552 - WATER	06/15/20	5413	UNIVAR USA INC	WELL MATERIALS	943.10
552 - WATER	06/15/20	5413	UNIVAR USA INC	WTP MATERIALS	3,866.55
17091					\$274.00
101 - GENERAL FUND	06/15/20	1032	US POSTMASTER	P O BOX 369 RENEWAL	274.00
17092					\$678.30
552 - WATER	06/15/20	356	USA BLUEBOOK	MATERIALS	678.30
17093					\$815.02
552 - WATER	06/15/20	356	USA BLUEBOOK	MATERIALS	131.26
101 - GENERAL FUND	06/15/20	4240	VALLEY UNIFORM CENT	B FOX UNIFORM	237.51
101 - GENERAL FUND	06/15/20	4240	VALLEY UNIFORM CENT		446.25
17094					\$55.05
305 - COVID-19 EMERGE	06/15/20	612	WEISENBERGERS ACE H	COVERALL TYVEK LG	30.57
305 - COVID-19 EMERGE	06/15/20	612	WEISENBERGERS ACE H	COVERALL TYVEK LG	24.48

STAFF REPORT



TO: LINDSAY CITY COUNCIL
DATE: June 23, 2020
AGENDA #: 4.3
FROM: Michael Camarena, Director of City Services & Planning

Disinfection By Product (DBP) Notification Update

ACTION No Action Requested, this is an information item only

PURPOSE

- Statutory/Contractual Requirement
- Council Vision/Priority
- Discretionary Action
- Plan Implementation

OBJECTIVE(S)

- Live in a safe, clean, comfortable and healthy environment.
- Increase our keen sense of identity in a 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 self-reliant city government that provides effective, basic services.

RECOMMENDATION

None requested, this item is presented as information only.

BACKGROUND | ANALYSIS

The quarterly notification for Disinfection By Products (DBP) is a requirement of the State of California Water Resources Control Board (DWR). This is the second quarter notification for 2020 and as long as our system exceeds the maximum contaminant level (MCL) for DBP, quarterly notification will be required by DHS. The first notification was released January 2017 (for fourth quarter of 2016).

The template for this letter was provided by the DHS. It is their approved language; we update this notice with our sample result values, in a running annual average.

While the system exceeds the MCL for DBP, the notice states that this is not an emergency and that an alternate source of water is not needed. It also points out that persons with specific health concerns consult their doctor.

Disinfection byproducts are chemical, organic and inorganic substances that can form during a reaction of a disinfectant with naturally present organic matter in the water. Byproducts that are regulated are Total Trihalomethane (TTHM) and five Haloacetic acids (HAA5). The DBP's are a result of our primary chlorine disinfection process of surface water.

Provost & Pritchard is expected to complete a detailed technical study to analyze best options to resolve this DBP issue by July 2020. The study is funded by Tulare-Kern Integrated Regional Water Management, Disadvantaged Community Funding Committee (Tulare County is the funding administrator). The funding amount is \$70,500. The report is expected to serve as basis for future construction funding as well.

STAFF REPORT



TO: LINDSAY CITY COUNCIL
DATE: June 23, 2020
AGENDA #: 4.3
FROM: Michael Camarena, Director of City Services & Planning

ALTERNATIVES

- None proposed

BENEFIT TO OR IMPACT ON CITY RESOURCES

Staff continues to work with P&P to develop options that will be identified in the completed study.

ENVIRONMENTAL REVIEW

- Not required by CEQA at this time
 If required by CEQA:

POLICY ISSUES

- No policy issues at this time
 Policy issues:

PUBLIC OUTREACH

- Posted in this agenda
 Additional public outreach: Public notices mailed directly to all water accounts

ATTACHMENTS

- DBP Public Notification

IMPORTANT INFORMATION ABOUT YOUR DRINKING WATER

Este informe contiene información muy importante sobre su agua potable.

Tradúzcalo o hable con alguien que lo entienda bien.

Si tiene alguna pregunta por favor llame al 559-562-7102 opción 4

City of Lindsay has levels of Disinfection Byproducts Above Drinking Water Standards

Our water system recently failed a drinking water standard. Although this is not an emergency, as our customers, you have a right to know what you should do, what happened and what we are doing to correct this situation.

We routinely monitor for the presence of drinking water contaminants. Test results continue show that our system exceeds the standard or maximum contaminant level (MCL), for Total Trihalomethane (TTHM) and/or 5 Haloacetic Acids (HAA5). The MCL standard for THM is 0.080 ug/L and for HAA5 is 0.060 ug/L. The running average level of TTHM and HAA5 over the last year at each site is listed below;

Site	TTHM	HAA5	Site	TTHM	HAA5	Site	TTHM	HAA5
S1	.091	.014	S2	.086	.062	S3	.084	.060
S4	.10	.075	S5	.025	.028	S6	.036	.019
S7	.021	.022	S8	.052	.038	S9	.082	.067

What should I do?

You do not need to use an alternative (e.g., bottled) water supply. This is not an immediate risk. If it had been, you would have been notified immediately.

Some people who drink water containing TTHM's in excess of the MCL over many years may experience liver, kidney, or central nervous system problems, and may have an increased risk of getting cancer.

Some people who drink water containing HAA5's in excess of the MCL over many years may have an increased risk of getting cancer.

If you have other health issues concerning the consumption of this water, you may wish to consult your doctor.

What happened? What was done?

Disinfection byproducts (TTHM and HAA5) are chemical, organic and inorganic substances that can form during a reaction of a disinfectant with naturally present organic matter in a water supply. TTHM and HAA5 samples are collected each quarter and a running annual average (RAA) is calculated for compliance.

The City has identified preliminary costs of renovating our primary disinfection process and until the project is funded and completed, will closely monitor operations to strive to lower TTHM and HAA5 levels. We will continue to sample and test TTHM and HAA5 at locations throughout the City and provide public notification as required.

We anticipate resolution of the problem within 15 months. If testing results show a reduction in TTHM and HAA5 levels, this will be identified in the next quarterly water system update. For more information, please contact Mike Camarena at 559-562-7102, ext.4 or at the following mailing address: P.O. Box 369, Lindsay, CA. 93247.

Please share this information with all the other people who drink this water, especially those who may not have received this notice directly (for example, people in apartments, nursing homes, schools, and businesses). You can do this by posting this notice in a public place or distributing copies by hand or mail.

Secondary Notification Requirements

Upon receipt of notification from a person operating a public water system, the following notification must be given within 10 days [Health and Safety Code Section 116450(g)]:

- SCHOOLS: Must notify school employees, students, and parents (if the students are minors).
- RESIDENTIAL RENTAL PROPERTY OWNERS OR MANAGERS (including nursing homes and care facilities): Must notify tenants.
- BUSINESS PROPERTY OWNERS, MANAGERS, OR OPERATORS: Must notify employees of businesses located on the property.

This notice is being sent to you by the City of Lindsay.

STAFF REPORT



TO: LINDSAY CITY COUNCIL
DATE: June 23, 2020
AGENDA #: 4.4
FROM: Michael Camarena, Director of City Services & Planning

2019 Annual Drinking Water Quality Report Notification Update

ACTION No Action Requested, this is an information item only

PURPOSE

- Statutory/Contractual Requirement
- Council Vision/Priority
- Discretionary Action
- Plan Implementation

OBJECTIVE(S)

- Live in a safe, clean, comfortable and healthy environment.
- Increase our keen sense of identity in a 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 self-reliant city government that provides effective, basic services.

RECOMMENDATION

None requested, this item is presented as information only.

BACKGROUND | ANALYSIS

Just as previous year requirements, the 2019 Annual Drinking Water Quality Report will be mailed to all water accounts prior to July 1, 2020. This annual report summarizes our 2019 water quality performance and our water system in brief. It has been prepared in both English and Spanish. The report is also referenced as a "Consumer Confidence Report" or CCR for short.

Once this document has been mailed, proof of distribution will be filed with the Department of Water Resources Control Board. The template for this letter has been used for many years and provides information to meet State requirements.

ALTERNATIVES

- None proposed

BENEFIT TO OR IMPACT ON CITY RESOURCES

Staff continues to work with consultants to develop options to mitigate water quality issues.

ENVIRONMENTAL REVIEW

Not required by CEQA at this time
 If required by CEQA:

STAFF REPORT



TO: LINDSAY CITY COUNCIL
DATE: June 23, 2020
AGENDA #: 4.4
FROM: Michael Camarena, Director of City Services & Planning

POLICY ISSUES

- No policy issues at this time
 Policy issues:

PUBLIC OUTREACH

- Posted in this agenda
 Additional public outreach: Public notices mailed directly to all water accounts; available on our city website.

ATTACHMENTS

- 2019 Annual Drinking Water Quality Report

2019 Annual Drinking Water Quality Report

CITY OF LINDSAY

We test the drinking water quality for many constituents as required by State and Federal Regulations.

This report shows the results of our monitoring for the period of January 1 – December 31, 2019 and may include earlier monitoring data.

**Este informe contiene información muy importante sobre su agua de beber.
Tradúzcalo ó hable con alguien que lo entienda bien.**

We are pleased to provide you with this year's Annual Water Quality Report. We want to keep you informed about the domestic drinking water and services we have delivered to you over the past year. Our goal is and always has been, to provide you with a safe and dependable supply of drinking water. Our water source comes from surface water via the Friant Kern Canal and three groundwater wells, Well Nos. 11, 14 and 15, although Well No. 11 was not in service during 2019. Well 14 and Well 15 have been used more during times of limited access to Friant delivered water. Well 14 continues to detect DBCP but remains below the Maximum Contaminant Level (MCL). Chlorination is provided on each well. Surface water treatment is conventional filtration with chlorination.

A source water assessment was conducted for the water supply wells of the City of Lindsay water system in May, 2002. The City uses groundwater as a source of supply to augment the surface water supply during the summer months of high demand and to meet system needs during those winter months when the Friant-Kern Canal is shut down for maintenance and repair. City groundwater sources are considered most vulnerable to the following activities associated with contaminants detected in the water supply: fertilizer; pesticide and/or herbicide applications; and landfills and/or dumps. The groundwater sources are considered most vulnerable to the following activities not associated with any detected contaminants: wells (agricultural/irrigation); and waste lagoons (liquid wastes). A sanitary survey report for the Friant-Kern Canal water supply has also been completed. An update to this report is scheduled for completion in 2020. A copy of the complete assessment and sanitary survey report may be viewed at the City offices. If you would like a summary of the assessment or sanitary survey report sent to you or if you have any questions about this report or concerning your water utility, please contact Mr. Mike Camarena, Director of City Services, at (559) 562-7102, ext. 4.

We want our customers to be informed about their water utility. If you want to learn more, please attend any of our regularly scheduled meetings. They are held the 2nd and 4th Tuesday of each month at 6:00 p.m., in the City Council Chambers located at 251 E. Honolulu in Lindsay.

The following are definitions of some of the TERMS USED IN THIS REPORT:

Maximum Contaminant Level (MCL): The highest level of a contaminant that is allowed in drinking water. Primary MCLs are set as close to the PHGs (or MCLGs) as is economically and technologically feasible. Secondary MCLs are set to protect the odor, taste, and appearance of drinking water.

Secondary Drinking Water Standards (SDWS): MCLs for contaminants that affect taste, odor, or appearance of the drinking water. Contaminants with SDWSs do not affect the health at the MCL levels.

Treatment Technique (TT): A required process intended to reduce the level of a contaminant in drinking water.

Maximum Contaminant Level Goal (MCLG): The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs are set by the U.S. Environmental Protection Agency (USEPA).

Regulatory Action Level (AL): The concentration of a contaminant which, if exceeded, triggers treatment or other requirements that a water system must follow.

Public Health Goal (PHG): The level of a contaminant in drinking water below which there is no known or expected risk to health. PHGs are set by the California Environmental Protection Agency.

Variations and Exemptions: State Board permission to exceed an MCL or not comply with a treatment technique under certain conditions.

Maximum Residual Disinfectant Level (MRDL): The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

Level 1 Assessment: A Level 1 assessment is a study of the water system to identify potential problems and determine (if possible) why total coliform bacteria have been found in our water system.

Maximum Residual Disinfectant Level Goal (MRDLG): The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

Level 2 Assessment: A Level 2 assessment is a very detailed study of the water system to identify potential problems and determine (if possible) why an *E. coli* MCL violation has occurred and/or why total coliform bacteria have been found in our water system on multiple occasions.

N/A: Not applicable

ND: not detectable at testing limit

ppm: parts per million or milligrams per liter (mg/L)

ppb: parts per billion or micrograms per liter (µg/L)

ppt: parts per trillion or nanograms per liter (ng/L)

ppq: parts per quadrillion or picogram per liter (pg/L)

pCi/L: picocuries per liter (a measure of radiation)

Primary Drinking Water Standards (PDWS): MCLs and MRDLs for contaminants that affect health along with their monitoring and reporting requirements, and water treatment requirements.

In general, sources of drinking water (both tap water and bottled water) may include rivers, lakes, streams, ponds, reservoirs, springs and wells. As water travels over the surface of the land or through the ground, it dissolves naturally-occurring minerals and, in some cases, radioactive material and can pick up substances resulting from the presence of animals or from human activity.

Constituents that may be present in source water to contamination levels include:

- **Microbial contaminants** such as viruses and bacteria that may come from sewage treatment plants, septic systems, agricultural livestock operations and wildlife.
- **Inorganic contaminants** such as salts and metals, that can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining or farming.
- **Pesticides and herbicides** which may come from a variety of sources such as agriculture, urban stormwater runoff and residential uses.

- **Organic chemical contaminants**, including synthetic and volatile organic chemicals that are byproducts of industrial processes and petroleum production and can also come from gas stations, urban stormwater runoff, agricultural application and septic systems.
- **Radioactive contaminants**, which can be naturally occurring or the result of oil and gas production and mining activities.

In order to ensure that tap water is safe to drink, the U. S. Environmental Protection Agency (USEPA) and the State Water Resources Control Board – Division of Drinking Water (DDW) prescribe regulations that limit the amount of certain contaminants in water provided by public water systems. State Water Resources Control Board – Division of Drinking Water (DDW) regulations also establish limits for contaminants in bottled water that must provide the same protection for public health.

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. City of Lindsay is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at <http://www.epa.gov/safewater/lead>.

The Table below lists all the drinking water constituents that were detected during the most recent samplings for the constituent. The presence of these constituents in the water does not necessarily indicate that the water poses a health risk. The State Water Resources Control Board – Division of Drinking Water (DDW) requires us to monitor for certain constituents less than once per year because the concentrations of these constituents are not expected to vary significantly from year to year. Some of the data, though representative of the water quality, are therefore more than one year old.

SAMPLING RESULTS SHOWING TREATMENT OF SURFACE WATER SOURCES				
Treatment Technique	Turbidity Performance Standards (TPS)	Lowest monthly percentage of samples that met TPS	Number of Months in Violation	Highest single turbidity measurement during the year
Conventional Filtration Treatment with Chlorination	Turbidity of the filtered water must: Be less than or equal to 0.3 NTU in 95% of measurements in a month.	100%	0	0.35
<i>Turbidity (measured in NTU) is a measurement of the cloudiness of water and is an indicator of filtration performance. Turbidity results which meet performance standards are considered to be in compliance with filtration requirements.</i>				

SAMPLING RESULTS SHOWING THE DETECTION OF COLIFORM BACTERIA					
Microbiological Contaminants	Highest No. of detections	No. of months in violation	MCL	MCLG	Typical Source of Contamination
Total Coliform Bacteria	0	0	1 positive monthly sample	0	Naturally present in the environment
Total Coliform: Coliforms are bacteria that are naturally present in the environment and are used as an indicator that other, potentially harmful, bacteria may be present. The City provides for continuous chlorination of the distribution system. The City collects four (4) samples per week.					

TEST RESULTS (A)							
Lead and Copper Rule	No. of samples collected	MCLG	Action Level	90 th percentile level detected	No. Sites Exceeding Action Level	Number of Schools Requesting Lead Sampling	Typical Source of Contamination
Lead (ppb) 2018	30	2	15	ND	0	8 (Completed in 2019)	Internal corrosion of household water plumbing systems; discharges from industrial manufacturers; erosion of natural deposits
Copper (ppm) 2018	30	0.3	1.3	0.12	0	N/A	Internal corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives

RADIOACTIVE CONTAMINANTS (B)							
Chemical or Constituent (and reporting units)	MCL	PHG [MCLG]	Sample Date	Weighted Average Level Detected (C)	Range (B)	Likely Source of Contamination	
Gross Alpha Activity (pCi/L)	15	N/A	2011 & 2016	4.1	ND to 7.3	Erosion of natural deposits	
Uranium (pCi/L)	20	0.43	11/08/2016	3.3	ND to 3.3	Erosion of natural deposits	

SAMPLING RESULTS FOR SODIUM AND HARDNESS						
Chemical or Constituent (and reporting units)	MCL	PHG [MCLG]	Sample Date	Weighted Average Level Detected (C)	Range	Likely Source of Contamination
Hardness (ppm)	None	None	2017/2018/2019	171	5.9 to 820	Generally found in ground and surface water
Sodium (ppm)	None	None	2017/2018/2019	61	1.6 to 270	Generally found in ground and surface water

DETECTION OF SYNTHETIC ORGANIC CONTAMINANTS INCLUDING PESTICIDES & HERBICIDES

Chemical or Constituent (and reporting units)	MCL	PHG [MCLG]	Sample Date	Weighted Average Level Detected (C)	Range (B)	Likely Source of Contamination
Dibromochloropropane (DBCP) (ppt)	200	1.7	2018	13	ND to 69 (D)	Banned nematocide that may still be present in soils due to runoff/leaching from former use on soybeans, cotton, vineyards, tomatoes, and tree fruit
Trichloropropane (E) (1,2,3-TCP) (ppt)	5	0.7	2018/2019	5	N/A	Discharge from industrial and agricultural chemical factories; leaching from hazardous waste sites; used as cleaning and maintenance solvent, paint and varnish remover, and cleaning and degreasing agent; byproduct during the production of other compounds and pesticides.

DETECTION OF CONTAMINANTS WITH A PRIMARY DRINKING WATER STANDARD

Chemical or Constituent (and reporting units)	MCL	PHG [MCLG]	Sample Date	Weighted Average Level Detected (C)	Range (B)	Likely Source of Contamination
Arsenic (ppb)	10	0.004	2017/2018/2019	2.0	ND to 2.2	Erosion of natural deposits; runoff from orchards; glass and electronics production wastes
Barium (ppm)	1	2	2017/2018/2019	0.18	ND to 0.53	Discharges of oil drilling wastes and from metal refineries; erosion of natural deposits
Fluoride (ppm)	2	1	2017/2018/2019	0.05	ND to 0.17	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories
Nitrate as N (ppm)	10	10	2019	2.1	ND to 7.4 (F)	Runoff and leaching from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits

DETECTION OF VOLATILE ORGANIC CONTAMINANTS

Chemical or Constituent (and reporting units)	MCL	PHG [MCLG]	Sample Date	Weighted Average Level Detected (C)	Range (B)	Likely Source of Contamination
Tetrachloroethylene (PCE) (ppb)	5	0.06	2016/2018/2019	0.5	ND to 0.51	Discharge from factories, dry cleaners, and auto shops (metal degreaser)
1,1-Dichloroethane (ppb)	5	1	2016/2018/2019	ND	NA	Extraction and degreasing solvent; used in manufacture of pharmaceuticals, stone, clay and glass products; fumigant

DETECTION OF CONTAMINANTS WITH A SECONDARY DRINKING WATER STANDARD

Chemical or Constituent (and reporting units)	MCL	Sample Date	Weighted Average Level Detected (C)	Range (B)	Likely Source of Contamination
Chloride (ppm)	500	2018/2019	189	ND to 1000 (G)	Runoff/leaching from natural deposits; seawater influence
Specific Conductance ($\mu\text{S}/\text{cm}$)	1600	2018/2019	661	20 to 3200 (G)	Substances that form ions when in water; seawater influence
Sulfate (ppm)	500	2017/2018/2019	11	ND to 43	Runoff/leaching from natural deposits; industrial wastes
Total Dissolved Solids (TDS) (ppm)	1000	2017/2018/2019	446	18 to 2300 (G)	Runoff/leaching from natural deposits

Disinfection Byproducts and Disinfectant Residuals

Chemical or Constituent (and reporting units)	MCL [MRDL]	MCLG [MRDLG]	Sample Date	Running Annual Average (8 sites)	Range (B)	Major Sources in Drinking Water
TTHM [Total Trihalomethanes] (ppb)	80	N/A	2019	28.2 to 94.8 (H)	4.5 to 134.7 (H)	Byproduct of drinking water chlorination
HAA5 [Haloacetic Acids] (ppb)	60	N/A	2019	15.1 to 70.3 (I)	6 to 102 (I)	Byproduct of drinking water disinfection
Chlorine as Cl_2 (ppm)	[4.0]	[4]	2019	1.0	0.2 to 2.4	Some people who use water containing chlorine well in excess of the MRDL could experience irritating effects to their eyes and nose or stomach discomfort

TTHM/HAA5: The TTHMs and HAA5s were found to be out of compliance during 2019 and studies are being performed to explore the options available to correct the violations. Quarterly sampling and public notification are in place until the violation is corrected.

RESIDENT
 LINDSAY, CA 93247

Disinfection Byproduct Precursors

<i>Control of DBP precursors (TOC)</i>	<i>MCL</i>	<i>MCLG</i>	<i>Range</i>	<i>Major Sources in Drinking Water</i>
<i>Source Water</i>	<i>TT</i>	<i>N/A</i>	<i>1.5 to 3.3</i>	<i>Various natural and manmade sources</i>
<i>Treated Water</i>	<i>TT</i>	<i>N/A</i>	<i>1.2 to 2.3</i>	<i>Various natural and manmade sources</i>

- (A) Results reported due to regulatory requirement or detection of a constituent.
- (B) Results reported include amounts that are less than the State Water Resources Control Board – Division of Drinking Water (DDW) required detection level for this constituent.
- (C) The weighted average reflects the quantity of water provided from each source of supply, be it groundwater (wells) and/or surface water along with the representative concentration for a particular constituent.
- (D) **ABOUT DBCP:** Some people who use water containing DBCP in excess of the MCL over many years may experience reproductive difficulties and may have an increased risk of getting cancer. The State Water Resources Control Board – Division of Drinking Water (DDW) has waived Friant Kern Canal from DBCP testing. The last sample in 1993 was ND.
- (E) **ABOUT 1,2,3-TCP:** Some people who drink water containing 1,2,3-trichloropropane (1,2,3-TCP) in excess of the MCL over many years may have an increased risk of getting cancer. 1,2,3-TCP had a notification level (NL) of 5 ppt until December 14, 2017, when the MCL of 5 ppt became effective. We are required to monitor your drinking water for specific contaminants on a regular basis. Results of regular monitoring are an indicator of whether or not your drinking water meets health standards.
- (F) **ABOUT NITRATE:** Nitrate in drinking water at levels above 10 mg/L (as N) is a health risk for infants of less than six months of age. Such nitrate levels in drinking water can interfere with the capacity of the infant’s blood to carry oxygen, resulting in a serious illness; symptoms include shortness of breath and blueness of the skin. Nitrate levels as N that are above 10 mg/L may also affect the ability of the blood to carry oxygen in other individuals, such as pregnant women and those with certain specific enzyme deficiencies. If you are caring for an infant, or you are pregnant, you should ask advice from your health care provider.
- (G) **ABOUT SECONDARY DRINKING WATER STANDARDS:** Chloride, Specific Conductance and Total Dissolved Solids were found at levels exceeding the Secondary MCLs. These MCLs are set to protect you against unpleasant aesthetic affects such as color, taste, odor or appearance of drinking water. The elevated levels are typically due to naturally occurring organic materials.
- (H) **ABOUT TOTAL TRIHALOMETHANES (TTHMs):** Some people who drink water containing Total Trihalomethanes in excess of the MCL over many years may experience liver, kidney or central nervous system problems, and may have an increased risk of getting cancer.
- (I) **ABOUT HALOACETIC ACIDS (HAA5s):** Some people who drink water containing Haloacetic Acids in excess of the MCL over many years may have an increased risk of getting cancer.

Additional General Information On Drinking Water

All drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some constituents. The presence of constituents does not necessarily indicate that the water poses a health risk. More information about constituents, contaminant levels and potential health effects can be obtained by calling the Environmental Protection Agency’s Safe Drinking Water Hotline at 1/800/426-4791 or their website <http://www.epa.gov/safewater/hfacts.html>.

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders and some elderly and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. USEPA/Centers for Disease Control (CDC) guidelines on appropriate means to lessen the risk of infection by cryptosporidium and other microbiological contaminants are available from the Safe Drinking Water Hotline, 1/800/426-4791.

Informe Anual de Calidad de Agua Potable 2019

CIUDAD DE LINDSAY

Examinamos la calidad del agua potable para muchos constituyentes como es requerido por las regulaciones federales y estatales. Este informe muestra los resultados de monitoreo del período de 1 de enero - 31 de diciembre de 2019.

Estamos satisfechos con el informe anual de calidad del agua de este año. Queremos mantenerle informado sobre el agua potable doméstica y servicios que hemos ofrecido a usted en el último año. Nuestro objetivo es y siempre ha sido, ofrecer un seguro y confiable suministro de agua potable. Nuestra fuente de agua proviene de aguas superficiales a través del Canal de Friant Kern y tres pozos de agua subterránea, pozo no. 11, 14 y 15, aunque el pozo No. 11 no estuvo en servicio en el 2018. Los pozos 14 y 15 fueron utilizados más durante tiempos de acceso limitado de la entrega de agua del canal de Friant. El Pozo 14 continúa con resultados altos en DBCP pero permanece por debajo del nivel de contaminante máximo (MCL). Cloración se proporciona en cada pozo. El tratamiento de agua superficial es por medio de una filtración convencional con cloración.

Se realizó una evaluación de agua de la fuente de los pozos de abastecimiento del sistema de agua de la ciudad de Lindsay en Mayo del 2002. La ciudad utiliza agua subterránea como fuente de suministro para aumentar el suministro de agua superficial durante los meses de verano de alta demanda y para satisfacer el sistema de necesidades durante esos meses de invierno cuándo se cierra el Canal de Friant-Kern para mantenimiento y reparación. Fuentes de agua subterránea de la ciudad están consideradas más vulnerables a las actividades siguientes asociadas a los contaminantes detectados en el abastecimiento de agua: fertilizante; aplicaciones de pesticidas o herbicidas; y los rellenos sanitarios o basureros. Las fuentes de agua subterránea se consideran más vulnerables a las actividades siguientes no asociadas a cualquier contaminante detectado: pozos (agrícola/riego); y lagunas (residuos líquidos). Una copia de la evaluación completa puede verse en las oficinas de la ciudad. Si desea una copia de la evaluación que sea mandada a usted o si usted tiene alguna pregunta sobre este informe o relativa a su suministro de agua, póngase en contacto con el Sr. Mike Camarena, Director de servicios de la ciudad, en (559) 562-7102, ext. 4.

Queremos que nuestros clientes estén informados acerca de su utilidad de agua. Si usted quiere aprender más, por favor asista a cualquiera de nuestras reuniones regulares. Se llevan a cabo los 2nd y 4th el martes de cada mes a las 6:00 pm, en la cámara del Concilio en Honolulu 251 E. Honolulu en Lindsay.

Las siguientes son las definiciones de algunos de los términos utilizados en este informe:

Nivel de contaminante máximo (MCL): el más alto nivel de un contaminante que se permite en el agua potable. MCLs primarios se establecen tan cerca de la PHGs (o MCLGs) como es económicamente y tecnológicamente factible. MCL secundarios se establecen para proteger el olor, sabor y apariencia del agua potable.

Meta de nivel máximo de contaminante (MCLG): el nivel de un contaminante en el agua potable por debajo del cual no hay ningún riesgo conocido o esperado para la salud. MCLG 's son fijados por la agencia estadounidense de protección ambiental (USEPA).

Objetivo de salud pública (PHG): el nivel de un contaminante en el agua potable por debajo del cual no hay ningún riesgo conocido o esperado para la salud. PHGs son fijados por la Agencia de protección ambiental de California.

Máximo nivel Residual de desinfectante (MRDL): el nivel más alto de desinfectante permitido en el agua potable. Hay pruebas convincentes de que la adición de un desinfectante es necesaria para controlar contaminantes microbianos.

Máximo Residual desinfectante nivel meta (MRDLG): el nivel de un desinfectante de agua potable por debajo del cual no hay ningún riesgo conocido o esperado para la salud. MRDLGs no reflejan los beneficios del uso de desinfectantes para controlar contaminantes microbianos.

Estándares primarios de agua potable (PDWS): MCLs y MRDLs de contaminantes que afectan la salud así como su monitoreo y requisitos de presentación y requisitos de tratamiento de agua.

Normas secundarias de agua potable (SDWS): MCL de contaminantes que afectan el sabor, olor o aspecto del agua potable. Contaminantes con SDWSs no afectan a la salud en los niveles MCL.

Técnica de tratamiento (TT): un proceso necesario destinado a reducir el nivel de un contaminante en agua potable.

Nivel de acción reguladora (AL): la concentración de un contaminante que, si sobrepasa, provoca tratamiento u otros requisitos que debe seguir un sistema de agua.

Variaciones y exenciones: permiso de Junta Estatal para superar un MCL o no cumplir con una técnica de tratamiento bajo ciertas condiciones.

Evaluación Nivel 1: la evaluación A nivel 1 es un estudio del sistema de agua para identificar problemas potenciales y determinar (si es posible) por qué las bacterias coliformes totales se han encontrado en nuestro sistema de agua.

Evaluación Nivel 2: evaluación A nivel 2 es un estudio muy detallado del sistema de agua para identificar problemas potenciales y determinar (si es posible) por qué se ha producido una violación de MCL de *e. coli* o por bacterias coliformes totales se han encontrado en nuestro sistema de agua en múltiples ocasiones.

N/A: no aplicable

ND: no detectable en pruebas límite

ppm: partes por millón o miligramos por litro (mg/L)

ppb: partes por mil millones o microgramos por litro (µg/L)

PPT: partes por billón o nanogramos por litro (ng/L)

PPQ: partes por cuatrillón o picogramo por litro (pg/L)

pCi/L: picocurios por litro (una medida de la radiación)

En general, fuentes de agua potable (agua del grifo y agua embotellada) puede incluir ríos, lagos, arroyos, estanques, embalses, manantiales y pozos. Como agua viaja sobre la superficie de la tierra o a través del suelo, disuelve minerales naturales y, en algunos casos, material radioactivo y puede recoger sustancias resultantes de la presencia de animales o de la actividad humana.

Componentes que pueden estar presentes en el agua de la fuente a niveles de contaminación incluyen:

- Contaminantes microbianos, tales como virus y bacterias que pueden venir de plantas de tratamiento de aguas residuales, sistemas sépticos, las operaciones de ganadería y fauna silvestre.
- Contaminantes inorgánicos como sales y metales, que pueden ocurrir naturalmente o como resultado de aguas pluviales urbanas, descargas de aguas residuales industriales o domésticas, producción de petróleo y gas, minería o agricultura.
- Pesticidas y herbicidas que pueden provenir de una variedad de fuentes como la agricultura, pluviales en zonas urbanas y usos residenciales.
- Contaminantes químicos orgánicos, incluyendo productos químicos orgánicos sintéticos y volátiles que son subproductos de procesos industriales y producción de petróleo y también provienen de las estaciones de gas, pluvial, aplicaciones agrícolas y sistemas sépticos.
- Contaminantes radioactivos, los cuales pueden ser naturales o el resultado de la producción de petróleo, gas y minería.

Con el fin de asegurarse de que agua de la llave sea segura para beber, la agencia de protección ambiental de Estados Unidos (USEPA) y la Consejo de Control Estatal de Recursos del Agua – División de agua potable (DDW) prescribe normas que limitan la cantidad de ciertos contaminantes en el agua proveída por los sistemas públicos de agua. El Consejo de Control Estatal de Recursos del Agua – División de agua potable (DDW) también establece límites para contaminantes en el agua embotellada que también deben de proporcionar la misma protección para la salud pública.

Si está presente, los niveles elevados de plomo pueden causar graves problemas de salud, especialmente para las mujeres embarazadas y niños pequeños. El plomo en el agua potable es principalmente de materiales y componentes asociados a las líneas de servicio y plomería del hogar. La Ciudad de Lindsay es responsable de proporcionar agua potable de alta calidad, pero no puede controlar la variedad de materiales usados en componentes de tuberías. Cuando el agua ha estado inmóvil sentada en la línea de plomería de su casa por varias horas, usted puede minimizar el potencial de exposición al plomo dejando correr el agua de la llave durante 30 segundos a 2 minutos antes de usar el agua para beber o cocinar. Si usted está preocupado por plomo en el agua, usted puede realizar su prueba para el agua. Información sobre el plomo en el agua potable, métodos de ensayo y pasos que puede tomar para minimizar la exposición están disponibles por la Línea Directa de Agua Potable o en <http://www.epa.gov/safewater/lead>.

La tabla a continuación incluye a todos los componentes de agua potable que se detectaron durante las muestras más recientes para la constituyente. La presencia de estos constituyentes en el agua no indica necesariamente que el agua representa un riesgo para la salud. El Consejo de Control Estatal de Recursos del Agua – División de agua potable (DDW) nos obliga a monitorear para ciertos componentes menos de una vez por año porque no se espera que las concentraciones de estos constituyentes varíe significativamente de año en año. Algunos de los datos, aunque sean representativos de la calidad del agua, son por lo tanto, más de un año de edad.

RESULTADOS DE MUESTRAS DEL TRATAMIENTO DE FUENTES DE AGUA SUPERFICIAL				
Tratamiento Técnica	Rendimiento de turbidez Estándares (TPS)	Menor porcentaje mensual de las muestras que conoció a TPS	Número de meses en violación	Medición más alta turbidez solo durante el año
Tratamiento de filtración convencional con cloración	Turbiedad del agua filtrada debe: ser inferior o igual a 0.3 NTU en 95% de las mediciones en un mes.	100%	0	0.35

Turbidez (medida en NTU) es una medición de la turbiedad del agua y es un indicador de rendimiento de filtración. Resultados de turbidez que cumplen con las normas de desempeño son considerados para cumplir con los requisitos de filtración.

RESULTADOS DE LAS MUESTRAS CON LA DETECCIÓN DE BACTERIAS COLIFORMES					
Contaminantes microbiológicos	Más alto Jajaja de detecciones	Jajaja de meses en violación	MCL	MCLG	Típica fuente de contaminación
Bacterias coliformes totales	0	0	1 muestra mensual positiva	0	Presentes en el medio ambiente

Total coliformes: Los coliformes son bacterias que están presentes de forma natural en el medio ambiente y se utilizan como un indicador de que otras bacterias potencialmente dañinas pueden estar presentes. La Ciudad prevé la cloración continua del sistema de distribución. La Ciudad recoge cuatro (4) muestras por semana.

RESULTADOS DE LA PRUEBA (A)							
Plomo y cobre regla	No. de las muestras	MCLG	Acción Nivel	percentil 90 nivel detectado	No. Sitios de acción superior Nivel	Número de escuelas que solicitan el muestreo de plomo	Típica fuente de contaminación
Plomo (ppb) 2018	30	2	15	ND	0	0 (8 completion 2019)	Corrosión interna de sistemas de plomería de agua en los hogares; vertidos de fabricantes industriales; erosión de depósitos naturales
Cobre (ppm) 2018	30	0.3	1.3	0.12	0	N/A	Corrosión interna de sistemas de fontanería doméstica; erosión de depósitos naturales; lixiviación de conservantes de la madera

CONTAMINANTES RADIOACTIVOS (B)						
Química o constituyente (y unidades, informes)	MCL	PHG [MCLG]	Muestra Fecha	Promedio ponderado nivel detectado (C)	Gama (B)	Fuente probable de Contaminación
Actividad Alfa Bruto (pCi/L)	15	N/A	2011 & 2016	4.1	ND a 7.3	Erosión de depósitos naturales
Uranium (pCi/L)	20	0.43	2011 & 2016	0.73	N/A	Erosión de depósitos naturales

RESULTADOS DE MUESTREO PARA SODIO Y DUREZA						
Química o constituyente (y unidades, informes)	MCL	PHG [MCLG]	Muestra Fecha	Promedio ponderado nivel detectado (C)	Gama	Fuente probable de la contaminación
Dureza (ppm)	Ninguno	Ninguno	2017/2018/2019	171	5.9 a 820	Generalmente se encuentra en aguas subterráneas y superficiales
Sodio (ppm)	Ninguno	Ninguno	2017/2018/2019	61	1.6 a 270	Generalmente se encuentra en aguas subterráneas y superficiales

DETECCIÓN de contaminantes orgánicos sintéticos incluyendo los pesticidas y herbicidas						
Química o constituyente (y unidades, informes)	MCL	PHG [MCLG]	Muestra Fecha	Promedio ponderado nivel detectado (C)	Gama	Fuente probable de la contaminación
Dibromocloropropano (DBCP) (ppt)	200	1.7	2018	13	ND a 69 (D)	Prohibido nematocida que todavía puede estar presente en los suelos debido a la escorrentía/ lixiviación de antiguo uso en soja, algodón, viñedos, tomates y frutas de árbol
Tricloropropano (E) (1,2,3-TCP) (ppt)	5	0.7	2018/2019	5	N/A	Descarga de fábricas de productos químicos industriales y agrícolas; lixiviación de sitios de desechos peligrosos; utiliza como limpieza y mantenimiento solvente, pintura y removedor de esmalte y limpieza y desengrase el agente; subproducto durante la producción de plaguicidas y otros compuestos.

DETECCIÓN de contaminantes con un patrón primario de agua potable						
Química o constituyente (y unidades, informes)	MCL	PHG [MCLG]	Muestra Fecha	Promedio ponderado nivel detectado (C)	Gama	Fuente probable de la contaminación
Arsénico (ppb)	10	0.004	2017/2018/2019	2.0	ND a 2.2	Erosión de depósitos naturales; escurrimiento de los huertos; desechos de producción de vidrio y electrónicos
Bario (ppm)	1	2	2017/2018/2019	0.18	ND a 0.53	Descargas de desechos de perforación de petróleo y de refinarias de metales; erosión de depósitos naturales
Fluoruro (ppm)	2	1	2017/2018/2019	0.05	ND a 0.17	Erosión de depósitos naturales; aditivo de agua que promueve los dientes fuertes; descarga de fábricas de fertilizantes y de aluminio
Nitrato como N (ppm)	10	10	2019	2.1	ND a 7.4 (F)	Escorrentía y lixiviación de fertilizantes de uso; lixiviación de fosas sépticas, aguas residuales; erosión de depósitos naturales

DETECCIÓN de contaminantes con un estándar secundario de agua potable						
Química o constituyente (y unidades, informes)	MCL	Muestra Fecha	Promedio ponderado nivel detectado (C)	Gama	Fuente probable de la contaminación	
Cloruro (ppm)	500	2018/2019	189	ND a 1000 (G)	Escurrimiento/lixiviación de depósitos naturales; influencia del agua de mar	
Conductancia específica (µS/cm/cm)	1600	2018/2019	661	20 a 3200 (G)	Sustancias que se forman iones en agua; influencia del agua de mar	
Sulfato (ppm)	500	2017/2018/2019	11	ND a 43	Escurrimiento/lixiviación de depósitos naturales; residuos industriales	
Total disueltos (TDS) (ppm) de sólidos	1000	2017/2018/2019	446	18 a 2300 (G)	Escurrimiento/lixiviación de depósitos naturales	

DETECCIÓN DE CONTAMINANTES ORGÁNICOS VOLÁTILES						
Químicas o constituyente (y unidades)	MCL	PHG [MCLG]	Muestra Fecha	Promedio nivel detectado	Rango	Fuente probable de contaminación
Tetrachloroethylene (PCE) (ppb)	5	0.06	2016/2018/2019	0.5	ND a 0.51	Descarga de fábricas, tintorerías y tiendas de autos (desengrasante de metal)
1,1-dicloroetano (1, 1-DCA) (ppb)	5	1	2016/2018/2019	ND	NA	Descarga de fábricas de productos químicos industriales.

Subproductos de la desinfección y desinfectantes residuales

Química o constituyente (y unidades, informes)	MCL [MRDL]	MCLG [MRDLG]	Fecha de la muestra	Promedio Anual en Ejecución (8 lugares)	Gama (B)	Fuentes principales en Agua potable
TTHM [Trihalometanos totales] (ppb)	80	N/A	2019	28.2 a 94.8(H)	4.5 a 134.7(H)	Subproducto de la cloración del agua potable
HAA5 [Ácidos haloacéticos] (ppb)	60	N/A	2019	15.1 to 70.3(I)	6 a 102(I)	Subproducto de la desinfección del agua potable
Cloro Cl ₂ (ppm)	[4.0]	[4]	2019	1.0	0.23 a 2.4	Algunas personas que consumen agua que contenga cloro muy por encima de la MRDL podrían experimentar efectos irritantes para los ojos y la nariz o estómago molestias

TTHM/HAA5: Los TTHM y los HAA5 no se cumplieron en 2019 y se están realizando estudios para explorar las opciones disponibles para corregir las violaciones. El muestreo trimestral y la notificación pública están vigentes hasta que se corrija la violación.

Precursores del subproducto de la desinfección

Control de DBP precursores (TOC)	MCL	MCLG	Gama	Principales fuentes de agua potable
Agua de la fuente	TT	N/A	1.5 a 3.3	Diversas fuentes naturales y artificiales
Agua tratada	TT	N/A	1.2 a 2.3	Diversas fuentes naturales y artificiales

- (A) Resultados registrados debido a la exigencia reglamentaria o la detección de un constituyente.
- (B) Reportados incluyen cantidades menores de la Junta Estatal de Control de los recursos de agua – División de agua potable (DDW) requiere nivel de detección de esta constituyente.
- (C) La media ponderada refleja la cantidad de agua procedente de cada fuente de suministro, ya sea agua superficial junto con la concentración representativa para un determinado componente o las aguas subterráneas (pozos).
- (D) De DBCP: Algunas personas que consumen agua que contenga DBCP exceso del MCL durante muchos años puede experimentar dificultades reproductivas y pueden tener un mayor riesgo de contraer cáncer. La Junta de Control de recursos estatales agua – División de agua potable (DDW) ha renunciado Friant Kern Canal de DBCP pruebas. La última muestra en 1993 fue ND.
- (E) Sobre Acerca de 1,2,3-TCP: Algunas personas que beben agua que contenga 1,2,3-tricloropropano (1,2,3-TCP) exceso del MCL durante muchos años pueden tener un mayor riesgo de contraer cáncer. 1,2,3-TCP tenía un nivel de notificación (NL) de 5 ppt hasta el 14 de diciembre de 2017, cuando el MCL de 5 ppt se convirtió en eficaz. Estamos obligados a supervisar su agua potable para contaminantes específicos sobre una base regular. Resultados de la vigilancia regular son un indicador de si o no su agua potable cumple con los estándares de salud.
- (F) De nitrato: Nitrato en agua potable a niveles por encima 10 mg/L (como N) es un riesgo para la salud de los bebés de menos de seis meses de edad. Tales niveles de nitratos en el agua potable pueden interferir con la capacidad de la sangre del bebé para transportar oxígeno, resultando en una enfermedad grave; los síntomas incluyen falta de aliento y color azulado de la piel. Niveles de nitratos como N que están por encima de 10 mg/L también pueden afectar la capacidad de la sangre para transportar oxígeno en otras personas, como mujeres embarazadas y personas con ciertas deficiencias de enzimas específicas. Si usted está cuidando a un bebé o estás embarazada, debe pedir consejo de su proveedor de atención médica.
- (G) **Acerca de los estándares de agua potable secundaria:** Cloruro, conductancia específica y sólidos totales disueltos fueron encontrados en los niveles superando los MCLs secundario. Estos MCLs se establecen para protegerle contra desagradables efectos estéticos tales como color, sabor, olor o apariencia del agua potable. Los niveles elevados son típicamente debido a que ocurren naturalmente los materiales orgánicos.
- (H) **De trihalometanos totales (TTHM):** Algunas personas que beben agua que contenga trihalometanos totales exceso del MCL durante muchos años puede experimentar del hígado, riñón o problemas del sistema nervioso central y pueden tener un mayor riesgo de contraer cáncer.
- (I) **De los ácidos HALOACÉTICOS (HAA5s):** Algunas personas que beben agua que contienen ácidos haloacéticos exceso del MCL durante muchos años pueden tener un mayor riesgo de contraer cáncer.

Podrá obtener más información General sobre el agua potable

Toda el agua potable, incluyendo el agua embotellada, puede esperarse razonablemente que contienen al menos pequeñas cantidades de algunos constituyentes. La presencia de constituyentes no indica necesariamente que el agua supone un riesgo para la salud. Más información sobre los mandatos, los niveles de contaminantes y posibles efectos en la salud puede obtenerse llamando a la línea de agua potable de la agencia de protección ambiental al 1-800-426-4791 o su sitio web <http://www.epa.gov/safewater/hfacts.html>

Algunas personas son más vulnerables a los contaminantes en el agua potable que la población en general. Las personas inmuno-comprometidos como las personas con cáncer que reciben quimioterapia, personas que han recibido trasplantes de órganos, personas con VIH/SIDA u otros trastornos del sistema inmunitario y algunos ancianos y los niños pueden ser particularmente en riesgo de infecciones. Estas personas deben buscar asesoramiento sobre el agua potable de sus proveedores de atención médica. USEPA/centros para las pautas de Control de enfermedades (CDC) en medios apropiados para disminuir el riesgo de infección por cryptosporidium y otros contaminantes microbiológicos están disponibles llamando a la línea directa de agua potable al 1-800-426-4791.

STAFF REPORT



TO: LINDSAY CITY COUNCIL
DATE: June 23, 2020
AGENDA #: 4.5
FROM: Joseph Tanner, City Manager

RESOLUTION 20-28 , A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY APPROVING TULARE COUNTY ASSOCIATION OF GOVERNMENTS MEASURE R AMENDMENT NO. 5

ACTION Approval of Tulare County Association of Governments Measure R Amendment 5

PURPOSE

- Statutory/Contractual Requirement
- Council Vision/Priority
- Discretionary Action
- Plan Implementation

OBJECTIVE(S)

- Live in a safe, clean, comfortable, and healthy environment.
- Increase our keen sense of identity in a 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 self-reliant city government that provides effective, basic services.

RECOMMENDATION

Staff respectfully recommends approval of Tulare County Association of Governments, Measure R, Amendment 5.

BACKGROUND | ANALYSIS

Tulare County Association of Governments (TCAG) has proposed Amendment No. 5 to the Measure R Expenditure Plan. There are several requests of amendment to the expenditure plan. In summary the proposed requests are:

1. Provide flexibility for funding regional bike/trail improvements from the city of Visalia to Exeter and include ability to fund the Rocky Hill corridor bike/trail project.

Requesting Agency: Cities of Visalia, Farmersville, Exeter, and County of Tulare.

Detail: TCAG/TCTA funded a feasibility study of the K Road bike/trail potential project. As a result of the study, the Cities of Visalia, Farmersville, Exeter, and the County of Tulare did not support the K road alternative due to costs, maintenance and challenges related to railroad crossings. A more cost-effective solution of placing the bike trail (where feasible) along the Caldwell corridor was determined to be more feasible and cost effective and therefore language was amended to include additional areas including the Rocky Hill corridor east of Exeter.

STAFF REPORT



TO: LINDSAY CITY COUNCIL
DATE: June 23, 2020
AGENDA #: 4.5
FROM: Joseph Tanner, City Manager

2. Provide flexibility for trail and sidewalk maintenance and security.

Requesting Agency: All agencies.

Detail: Over the past fifteen years, significant bike and pedestrian trail funding has been provided through Measure R, federal programs, and Active Transportation Program at the state level. Maintenance is critical to preserve the investment of assets. However, the federal and state sources may not be used for maintenance. The Measure R Expenditure Plan does not provide clarification if maintenance and security is an allowable expense for Air Quality Program funding. Providing clarification and allowance will increase the useful life and the potential number of users of the bike and pedestrian system. The proposed commitment of funding for maintenance and security varies between \$25,000 to \$100,000 depending on jurisdiction size.

3. Provide funding for Sustainable Corridor projects.

Requesting Agency: All agencies.

Detail: The Regional Mitigation Banking Program was created to allow mitigation land purchases to occur ahead of schedule resulting in advancing project delivery. There were several challenges related to program establishment, funding amounts, and the ability to project needs for future projects given the delisting of species related to mitigation requirements. As a result, the mitigation banking program did not materialize. However, the program could be revised to allow for critical environmental projects on corridors in Tulare County. The proposal would change the program to allow funding of corridor environmental projects. Sustainable corridors within Tulare County are identified as State Route (SR) 65, SR 99, SR 190 and SR 198. Projects that improve the aesthetic views of the corridor would be considered for inclusion. Projects are intended to sustain and enhance the beauty and environmental quality (air quality) of the corridor through landscape treatments, both hardscape and vegetation, including but not limited to new plantings, landscape screenings, maintenance, and debris removal.

4. Create a \$2 million Transit Innovation and Technology Program.

Requesting Agency: All agencies (indirectly).

Detail: The TCAG board has established transit coordination as a top priority. In addition, there continues to be new technology development for transportation. This new program would provide supplemental funding for regionally beneficial pilot projects and new technology investments.

5. Project funding clarification for SR-190 and SR-65 funds.

Requesting Agency: City of Porterville.

Detail: The Amendment would provide the opportunity to provide critical projects as established by Porterville City Council with conditions that parallel facility improvements be required to demonstrate benefit to either the SR-65 or SR-190 corridor.

STAFF REPORT



TO: LINDSAY CITY COUNCIL
DATE: June 23, 2020
AGENDA #: 4.5
FROM: Joseph Tanner, City Manager

6. Project funding clarification for SR-198 funds.

Requesting Agency: City of Visalia.

Detail: Funding through TCAG, The City of Visalia and Cal Trans performed the SR-198 Corridor Study. As a result of the study, numerous projects have been identified along the corridor that outnumbers the current project list within Measure R. The City of Visalia is seeking an amendment that will allow flexibility to select a specific project within the corridor. The Amendment would provide the opportunity to provide critical projects as established by the Visalia City Council.

7. Replace funding for Avenue 416 (Euclid to Snyder) with City of Dinuba corridor improvements.

Requesting Agency: City of Dinuba.

Detail: The “last mile” of Avenue 416 is within a dense urban area. Widening of Avenue 416 for this section would require a significant number of residential home purchases and likely reduction of park land. The costs for this section are significant. The Amendment would provide the opportunity to provide other critical projects as established by the Dinuba City Council.

8. Technical Changes.

Requesting Agency: TCAG Staff.

Detail: As technology changes, types of cleaner burning vehicles changes. The original Expenditure Plan listed “CNG” as a vehicle type. However, transit fleets are required to convert to electric technology. The type of rail that may occur in the future may change as well. Currently, the Expenditure Plan shows “light rail.” Light rail may or may not be what is used in the future in Tulare County. Language changes to reflect current technology or update potential transit opportunities is proposed.

ALTERNATIVES

- Council may approve as recommended.
- Council may suggest revisions to TCAG.
- Council do not approve and provide direction to staff.

BENEFIT TO OR IMPACT ON CITY RESOURCES

Several of the items proposed in Amendment 5 could create future benefits to the City. Most beneficial would be the potential for sidewalk maintenance and security (Item 2 above).

ENVIRONMENTAL REVIEW

- Not required by CEQA
- If required by CEQA: None associated with Amendment 5 however, CEQA requirements may be required on a project basis.
-

STAFF REPORT



TO: LINDSAY CITY COUNCIL
DATE: June 23, 2020
AGENDA #: 4.5
FROM: Joseph Tanner, City Manager

POLICY ISSUES

No policy issues

Policy issues: All jurisdictions within TCAG are all being requested to present Amendment 5 for consideration and approval.

PUBLIC OUTREACH

Posted in this agenda

Additional public outreach:

ATTACHMENTS

- Resolution 20-28, A Resolution of the City Council of the City of Lindsay approving Tulare County Association of Governments Amendment No. 5 to the Measure R Expenditure Plan.



RESOLUTION OF THE CITY OF LINDSAY

NUMBER **20-28**

TITLE **A RESOLUTION OF THE COUNCIL OF THE CITY OF LINDSAY APPROVING
TULARE COUNTY ASSOCIATION OF GOVERNMENTS AMENDMENT NO. 5 TO
THE MEASURE R EXPENDITURE PLAN**

MEETING At a regularly scheduled meeting of the City of Lindsay City Council held on June
23, 2020 at 6:00 PM via Webinar

WHEREAS, the Tulare County Association of Governments (TCAG) has proposed Amendment No. 5 to the Measure R Expenditure Plan to provide flexibility, clarification, create new programs, replace funding and technical changes; and

WHEREAS, Cities of Visalia, Farmersville, Exeter, and County of Tulare request funding regional bike/trail improvements and include ability to fund the Rocky Hill corridor bike/trail project; and

WHEREAS, All TCAG member agencies request funding for flexibility for trail and sidewalk maintenance and security; and

WHEREAS, All TCAG member agencies request funding flexibility for Sustainable Corridor projects; and

WHEREAS, All TCAG member agencies request funding to create a \$2 million Transit Innovation and Technology Program: and

WHEREAS, City of Porterville requests project funding clarification for SR-190 and SR-65 funds; and

WHEREAS, City of Visalia requests project funding clarification for SR-198 funds; and

WHEREAS, City of Dinuba requests to replace funding for Avenue 416 project with City of Dinuba corridor improvements: and

WHEREAS, TCAG staff have requested technical changes to update language to current technology or potential transit opportunities; and

WHEREAS: all nine member agencies have been requested by TCAG to present proposed Amendment No. 5 to their respective governing boards requesting a Resolution of Support to be provided to the TCAG.



RESOLUTION OF THE CITY OF LINDSAY

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 approves Amendment No. 5 to the Measure R Expenditure Plan.

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

MEETING DATE	June 23, 2020
MOTION	
2 nd 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.

Juana Espinoza, City Clerk

Pamela Kimball, Mayor

STAFF REPORT



TO: LINDSAY CITY COUNCIL
DATE: June 23, 2020
AGENDA #: 5
FROM: Joseph M. Tanner, City Manager

Tulare County Regional Transit Agency Joint Powers Agreement

- ACTION**
1. Review and Approve the agreement
 2. Appoint a member and alternate member of the Board

- PURPOSE**
- Statutory/Contractual Requirement*
 - Council Vision/Priority*
 - Discretionary Action*
 - Plan Implementation*

- OBJECTIVE(S)**
- Live in a safe, clean, comfortable and healthy environment.
 - Increase our keen sense of identity in a 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 self-reliant city government that provides effective, basic services.

RECOMMENDATION

Staff is recommending that the City of Lindsay City Council consider and approve joining the Tulare County Regional Transit Agency Joint Powers Agreement (JPA) and appoint a member and alternate member to represent the City of Lindsay.

BACKGROUND | ANALYSIS

On April 20, 2020 the Tulare County Association of Governments approved a Joint Powers Agreement (JPA) for circulation to all Tulare County agencies for consideration. The JPA is a culmination of years of regional coordination, planning, and analysis. The final document was prepared by way of an ad hoc committee and has been reviewed for legality. All member agencies are requested to present the JPA for creation of the Tulare County Regional Transit Agency (TCRTA) to their respective governing bodies and submit a copy of their resolution to TCAG by July 17, 2020. Once action has been taken by agencies, circulation for signature and establishment of the TCRTA will begin.

The Board shall be composed of elected officials, hereafter called “Directors,” from each Member Agency. Each Member Agency shall appoint one regular Director and one alternate Director to the Board.

STAFF REPORT



TO: LINDSAY CITY COUNCIL
DATE: June 23, 2020
AGENDA #: 5
FROM: Joseph M. Tanner, City Manager

BENEFIT TO OR IMPACT ON CITY RESOURCES

This item will have a very limited impact on City resources and give the City of Lindsay a seat at the table.

ENVIRONMENTAL REVIEW

Not required by CEQA
 If required by CEQA:

POLICY ISSUES

No policy issues
 Policy issues:

PUBLIC OUTREACH

Posted in this agenda
 Additional public outreach:

ATTACHMENTS

- Tulare County Regional Transit Agency JPA Agreement

**TULARE COUNTY REGIONAL TRANSIT AGENCY
JOINT POWERS AGREEMENT**

The Joint Powers Agreement (“Agreement”), dated this ____ day of _____, 2020, by and among the County of Tulare and the Cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, Visalia, and Woodlake (each, a “Party” or “Member Agency” and together, the “Parties” or “Member Agencies” to this Agreement) is hereby entered into pursuant to Section 6500 *et seq.* of the Government Code of the State of California.

**Article I
General Provisions**

Section 1: Purpose

The purpose of this Agreement is to empower the Parties to exercise their common powers by the formation and operation of a Joint Powers Agency, hereafter called “Tulare County Regional Transit Agency” or “Transit Agency,” with full power and authority to own, operate, and administer a public transportation system within the jurisdictions of the Member Agencies. The Transit Agency shall be a public agency separate and apart from the Member Agencies.

Section 2: Name and Membership

The legal name of the Transit Agency shall be “Tulare County Regional Transit Agency.” Agencies eligible to enter into this Agreement include the County of Tulare and all incorporated cities within Tulare County. Upon entering into this Agreement, Member Agencies shall be required to maintain membership for the duration of the remaining fiscal year in which the Member Agency joined, plus the following three (3) fiscal years. Early withdrawal of any agency under these terms may be approved by unanimous vote of the Transit Agency’s Board of Directors if withdrawal is determined to be mutually beneficial.

Section 3: Boundaries

The boundaries of the Transit Agency shall coincide with the exterior boundaries of Tulare County but shall exclude the territory of any incorporated city within Tulare County that is not a Party to this Agreement.

Section 4: Powers

The Transit Agency shall have all powers necessary to carry out the purpose of this Agreement, except the power to tax. The powers of the Transit Agency specifically include, but are not limited to, the following:

- a. To operate a public transportation system to service the incorporated areas of the cities who elect to become Member Agencies hereunder and the unincorporated areas of the County of Tulare.

- b. To acquire, hold, and dispose of real and personal property.
- c. To acquire, construct, manage, maintain, and/or operate any facilities or improvements.
- d. To own, lease, operate, and maintain vehicles and other property and equipment, which are necessary or reasonable to carry out the purpose of this Agreement.
- e. To expend funds. This power shall be limited only by the availability of funds as set forth in Article III, Sections 4 and 9 of this Agreement.
- f. To sue and be sued in its own name.
- g. To make and enter into contracts for services.
- h. To incur debts, liabilities, and obligations, none of which shall become a debt, liability, or obligation of any Member Agency pursuant to California Government Code section 6508.1 (a) without the express written consent of that Member Agency, except that any debt, liability, or obligation of the Transit Agency with respect to retirement liabilities of the Transit Agency shall be a joint debt, liability, or obligation of each Member Agency if the Transit Agency contracts with a public retirement system.
- i. To provide and enter into agreements for transportation services to locations outside the jurisdiction and boundaries of any of the Member Agencies.
- j. To apply for and execute agreements for financial assistance from the State of California, U.S. Government, and other sources, and to obligate the Transit Agency to operate the public transportation system in accordance with the terms and conditions of said financial assistance.
- k. To purchase insurance.
- l. To employ staff, or to contract with the Member Agencies, or private vendors or individuals to provide the agency with necessary and appropriate services, including, but not limited to, an Executive Director and legal counsel. If the Transit Agency elects to employ its own staff, then the Board shall establish appropriate personnel rules and benefit programs, and determine whether to seek and approve membership in the Tulare County Employees Retirement Association, another established retirement/pension system, or make other retirement/pension options available for its employees.
- m. To adopt local debt policies pursuant to California Government Code section 8855.
- n. To adopt a Conflict-of-Interest Code pursuant to California Government Code section 87300.
- o. All other powers that are necessary and proper for the Transit Agency in order to provide public transportation services.

Article II Organization

Section 1: Governing Board of Directors

The powers of the Transit Agency are vested in its governing Board of Directors, hereafter called the "Board." The Board shall be composed of elected officials, hereafter called "Directors," from each Member Agency. Each Member Agency shall appoint one regular Director and one alternate Director to the Board. Each Director will serve at the pleasure of the Director's appointing authority; however, Directors who are members of the governing body of their respective Member Agencies shall cease to serve as

Directors upon termination of that public office. The applicable appointing authorities shall fill vacancies on the Board of Directors.

The following shall sit as non-voting, *ex-officio* members of the Board:

- a. The Tulare County Association of Governments (TCAG) Board members sitting as the Public Transit Representative and Alternate (if different than an already seated Transit Agency Director); and
- b. The Calvans Executive Director or his/her designee.

Section 2: Officers

a. The Board shall elect a Chair and Vice-Chair from among the Directors, and such other officers as the Board may deem necessary.

b. The Chair shall preside at all meetings of the Board and generally shall perform all duties incident to the office of Chair and such other duties as may from time to time be assigned to such office by the Board.

c. At the request of the Chair, or in case of his or her absence or disability, the Vice-Chair shall perform all duties of the Chair and, when so acting, shall have all the powers of, and be subject to all restrictions upon, the Chair. In addition, the Vice-Chair shall perform such other duties as may from time to time be assigned to that office by the Board of Directors or the Chair.

d. The Chair, Vice-Chair, and such other officers as are elected by the Board each shall serve at the pleasure of the majority of the Board and be elected for a term of two years, with no limit on the number of terms served. Each such officer shall continue to serve until his or her successor is elected, or until his or her death, resignation, or removal from office by the majority of the Board, whichever occurs earlier.

e. The Executive Director of the Transit Agency (provided for below) shall serve *ex-officio* as the Secretary of the Board. The Secretary shall (i) certify and keep at the office of the Transit Agency, or at such other place as the Board may order, the original or a copy of the Agreement, the Bylaws, and the other documents provided for below, as amended or otherwise altered; (ii) keep at the office of the Transit Agency, or at such other place as the Board may order, a book of minutes of all meetings of the Board, recording therein, the time and place of holding, whether regular or special, and, if special, how authorized, the notice thereof given, and the proceedings thereat; (iii) see that all notices are duly given in accordance with the provisions of this Agreement, the Bylaws, or as required by law; (iv) be custodian of the records of the Transit Agency; (v) exhibit at all reasonable times to any Director, upon application, the Bylaws and minutes of the proceedings of the Board; and (vi) in general, perform all duties of the office of Secretary and such other duties as may from time to time be assigned to such office by the Board or the Chair.

f. Any officer may resign at any time by giving written notice to the Board. Any such resignation shall take effect at the time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in this Agreement for regular election or appointment to such office.

g. With prior Board approval, the Chair, the Vice-Chair, or the Secretary is authorized to execute all documents in the name of the Transit Agency.

Section 3: Compensation

The members of the Board shall serve without compensation but shall receive reimbursement for actual and necessary travel expenses incurred in the performance of their duties and outlined in accordance with policies established by the Board.

Section 4: Executive Director

The Board shall appoint an Executive Director. The Executive Director shall serve at the pleasure of or upon the terms prescribed by the Board. The Executive Director so appointed may be an employee of a Member Agency, an employee of the Transit Agency, or an independent contractor (or employee of an independent contractor). Under rules and regulations provided by the Board, the powers and duties of the Executive Director are:

- a. To lead and coordinate the transit system of the Transit Agency and to be responsible to the Board for proper administration of all affairs of the Transit Agency.
- b. To appoint, assign, direct, supervise, and, subject to the personnel rules adopted by the Board, discipline or remove Transit Agency employees.
- c. To arrange for secondary support services, including: legal counsel, general services, office space, human resources, fiscal and administrative support, communications, information technology, payroll, and other support services necessary or convenient for the operation of the transit system and Transit Agency.
- d. To supervise and direct the preparation of the annual operating and capital improvement budgets, hereafter called "Budget", for the Board and be responsible for their administration after adoption by the Board.
- e. To formulate and present to the Board plans for transit facilities and/or services and the means to finance them.
- f. To supervise the planning, acquisition, construction, maintenance, and operation of the transit facilities and/or services of the Transit Agency.
- g. To provide regular performance updates to the Board.
- h. To attend all meetings of the Board and act as the Secretary of the Board. As Secretary, he or she shall cause to be kept minutes of all meetings of the Board, to cause a copy of the minutes of the previous Board meeting to be included with the agenda of the next regular meeting of the Board, and perform all of the duties prescribed in Section 2.e. above.
- i. To establish and maintain fare collection and deposit services.
- j. To organize and operate an ongoing transit marketing program, including special promotions.
- k. To evaluate and propose new programs and public transportation services, with implementation to occur as approved by the Board.
- l. To execute transfers within major budget units, in concurrence with the Treasurer/ Auditor-Controller of the Transit Agency, as long as the total expenditures of each major budget unit remain unchanged.
- m. To purchase or lease items, fixed assets, or services within the levels authorized in the applicable Budget.

- n. To lease buses, vans, and other transit vehicles on an “as needed” basis from public or private organizations when deemed necessary to assure continued reliability of service.
- o. To perform such other duties as the Board may require in carrying out the policies and directives of the Board.

Section 5: Meetings

The Board shall hold regular monthly meetings and shall establish a date, time, and place for those meetings. Meetings may be canceled by a vote of the Board. Special meetings may be called at any time by the Chair, or at the suggestion of the Executive Director, or upon written request by any two members of the Board. Each member shall receive written notice at least 24 hours in advance of any special meeting unless the member has specifically waived this required notice.

Section 6: Ralph M. Brown Act

All meetings of the Board shall be conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the California Government Code).

Section 7: Quorum

A majority of the total membership of the Board shall constitute a quorum for the transaction of business.

Section 8: Voting

Regular business will be acted upon by approval of a quorum of the Board, with the exception of the following actions which shall require approval by a unanimous vote of the Directors present and voting at a regular or special meeting of the Board, provided that a quorum of the Board is present and voting:

- a. Approval of the Budget.
- b. Local Transportation Fund (LTF) Claims Approval for Submittal to TCAG.
- c. Withdrawal of an agency prior to completion of initial new membership term (per Article I, Section 2).
- d. Readmission of an agency that was a prior member of the Transit Agency and has since withdrawn.

Section 9: Policies and Procedures, Bylaws, Conflict-of-Interest Code, and Debt Policies

Within the first six (6) months of the Transit Agency’s existence, the Board shall establish a Policies and Procedures Manual and Bylaws to govern the day-to-day operations of the Transit Agency, local debt policies pursuant to California Government Code section 8855, and a Conflict-of-Interest Code pursuant to California Government Code section 87300, all of which are not inconsistent either with applicable law or with this Agreement. Each Director and Member Agency shall receive a copy of the adopted Policies and Procedures Manual, the Bylaws, and the Conflict-of-Interest Code. Thereafter, the Board may amend

or repeal any bylaw, regulation, policy, procedure or portion of the Conflict-of-Interest Code, provided that such action is not inconsistent with either the applicable law or this Agreement. The Executive Director shall send to each Director and to each Member Agency all Bylaw amendments, and Debt Policy and Conflict-of-Interest Code revisions promptly after adoption by the Board.

Section 10: New Members

If a city within the County of Tulare not a Party to this Agreement desires to join the Transit Agency, it may become a Member Agency subject to such terms and conditions as may be prescribed by the Board. Upon becoming a Member Agency, the new Member Agency shall become responsible for its share of the funding for public transportation provided by the Transit Agency. The new Member Agency's share of the funding shall be determined in the same manner as for the original Member Agencies, as set forth in Article III, Section 4, "Sources of Funds" of this Agreement.

If a new city is incorporated in Tulare County, it may become a Member Agency, subject to such terms and conditions as may be prescribed by the Board. Upon becoming a Member Agency, the new city shall become responsible for its share of the funding for public transportation provided by the Transit Agency. The new city's share of the funding shall be determined in the same manner as for the original Member Agencies as set for the in Article III, Section 4, "Sources of Funds" of this Agreement. Regardless of whether or not the new city elects to become a Member Agency, at the end of the fiscal year during which incorporation becomes effective, unless otherwise agreed among the new city, the County, and the Transit Agency, the County will no longer be responsible for funding public transportation within the area included in the new city.

New Member Agencies shall be required to maintain membership in this Agreement for the duration of the fiscal year in which the Member Agency joined, plus the following three (3) fiscal years.

Section 11: Change of Boundaries

In the case of annexations, reorganization of transit services and costs due to new jurisdictional boundaries will occur. Funding for transit services provided within Member Agencies' jurisdictions shall be determined as set forth in Article III, Section 4, "Source of Funds" of this Agreement.

Section 12: Ratification and Effective Date

This Agreement shall become effective upon ratification by the legislative bodies of all participating agencies. This Agreement shall be dated and shall be effective upon the last date ratified by a Member Agency.

Section 13: Amendment of Agreement

This Agreement may be amended at any time by a supplemental written agreement executed by all Parties. Amendments may be made only with the unanimous approval of the legislative bodies of all of the Member Agencies.

Section 14: Withdrawal and Readmission of Member Agencies

Any Party to this Agreement may, on or before May 1 of any year, give written notice to the Transit Agency that it is withdrawing from the Transit Agency and terminating its rights and duties under the Agreement at the end of the fiscal year, and such notice shall have the same effect on the 30th day of June thereafter. Withdrawal at any other time requires approval of the Board per Article II, Section 8.

If a Member Agency chooses to withdraw, it nevertheless shall be responsible for its share of all Transit Agency contractual obligations in force on the effective date of withdrawal. Said share shall be determined in accordance with Article III, Section 4, "Sources of Funds" of this Agreement. The withdrawing agency shall remain responsible for said contractual obligations until the involved contracts legally expire or until the obligations can be changed or eliminated by negotiations between the contracting parties.

Each of the Parties to this Agreement hereby agrees that if it should withdraw from the Transit Agency and give up its rights and duties under this Agreement, as provided hereinabove, and the Transit Agency is not dissolved as a result of said withdrawal, then such withdrawing Party waives its right to any refund of contributions previously made by such Party to the Transit Agency and relinquishes to the Transit Agency all right, title, and interest it may have in any property of the Transit Agency.

After finalization of Member Agency withdrawal, that agency will be eligible to re-enter into this Agreement after one full fiscal year has passed. When any Party has ceased to be a Party to this Agreement, it shall not be entitled to again become a Party to this Agreement except upon unanimous consent of the Board and upon such terms and conditions as may be imposed by unanimous action of the Board.

Section 15: Duration of Agreement

This Agreement shall continue in full force and effect until termination is approved by all or by all but one of the legislative bodies of the Member Agencies, or until withdrawals have reduced the number of Member Agencies to less than two.

In the case of termination, contractual obligations shall be met in the same manner as specified for withdrawals in Article II, Section 14, "Withdrawal and Readmission of Member Agencies" of this Agreement.

Section 16: Distribution of Surplus Money and Property

Pursuant to California Government Code Sections 6511 and 6512, in the event that this Agreement is terminated, then all surplus money and property of the Transit Agency shall be distributed to the Member Agencies in proportion to the most recent annual contributions made by the Member Agencies under the terms of Article III, Section 4, "Source of Funds" of this Agreement. In the case of property, the Member Agencies may elect to receive their shares of the property in kind or may request that their shares be sold and the money distributed in the manner prescribed in this Section.

Section 17: Notification of Secretary of State, State Controller, and Local Agency Formation Commission

Pursuant to California Government Code Sections 6503.5 and 6503.6, the Transit Agency shall, within thirty (30) days of the effective date of this Agreement or amendment thereto, cause (a) a notice of the Agreement or amendment to be prepared and filed with the office of the California Secretary of State, (b) a full copy of the Agreement or amendment to be filed with the State Controller, and (c) a full copy of the Agreement or amendment to be filed with the Tulare County Local Agency Formation Commission.

**Article III
Financial and Service Level Provisions**

Section 1: Fiscal Year and Budget

The fiscal year for the Transit Agency shall be July 1 through June 30 of the following calendar year.

The Board shall adopt an Annual Budget prior to the beginning of each fiscal year. Except as otherwise provided in Article III, Section 4 of this Agreement, a unanimous vote of approval by all Directors present and voting at a regular or special meeting of the Board, which must be a quorum, shall be required for the adoption of the Budget.

The Annual Budget may carry forward funds for future fiscal years where necessary to reflect obligations under state or federal funding or grant agreements.

Section 2: Level of Service

The minimum level of public transit service provided within the jurisdiction of each Member Agency shall be established by the Transit Agency. The Transit Agency shall set levels of service based on appropriate established criteria, including: needs of residents, service performance, TCAG performance measures and other requirements, Title VI compliance, and any other criteria deemed a) appropriate by the Transit Agency and/or b) required by law. Unmet needs found reasonable to meet will also be implemented as required.

Costs of services above the minimum level of service as set by the Transit Agency shall be calculated based upon the marginal increase in cost, plus an allocation of fixed costs of the additional services based upon the proportion of vehicle hours of the new service to the total vehicle hours provided by the Transit Agency, and shall be charged to and paid by the requesting Member Agency.

Section 3: Service Changes

Transportation Development Act (TDA)-funded services may be adjusted from time to time as deemed appropriate by the Board. Additionally, each Member Agency, by resolution of its governing body, may submit a request for changes in the services funded through TDA within said Member Agency's jurisdictional boundaries. Said request shall include a description of the requested changes.

In reviewing requests for service increases, the Transit Agency shall consider:

- a. Whether such changes are in substantial conformance with applicable plans, such as transit plans and the Regional Transportation Plan, and comply with required minimum levels of service.
- b. Whether there is sufficient funding available to implement the proposed service change.
- c. Whether there is sufficient personnel, operating capacity, and capital resources available to implement such services.
- d. Whether changes are permissible under state and federal law, and including Transit Agency's willingness and ability to implement necessary actions required for requested changes.

In reviewing requests for service decreases that will amount to a funding reduction of ten (10) percent or more from the requesting agency's share, the Transit Agency shall require up to six (6) months to negotiate changes with the requesting Member Agency and to implement any reductions approved by the Board. The Transit Agency shall consider whether such changes are in substantial conformance with applicable plans, such as transit plans and the Regional Transportation Plan, and comply with required minimum levels of service.

Section 4: Sources of Funds

The Transit Agency shall have the authority to apply for any funds available for transit purposes from any regional, local, state, or federal sources. Claims for Local Transportation Funds must be unanimously approved by Directors present at a regular or special meeting of the Board and voting on the matter, which must be a quorum.

Each Member Agency shall make an annual contribution to the Transit Agency. The contribution shall be the member's pro rata share of the Transit Agency's annual budget, less any transit assistance funds that can only be used for transit. The pro rata share shall be based on one-half on the ratios of populations within a member's jurisdictional boundary (excluding the population of any non-member jurisdiction), and one-half on ratios of transit service hours available to each Member Agency. Notwithstanding the foregoing, while any debt incurred by the Transit Agency in accordance with this Agreement remains outstanding, (i) the annual budget of the Transit Agency shall include the aggregate amount of all principal and/or interest payments payable on such debt for each application fiscal year (which aggregate amount so budgeted shall be deemed approved by all Member Agencies, whether or not the annual budget, as a whole, has been approved in accordance with Article III, Section 1 of this Agreement), and (ii) each Member Agency which is a member on the date on which the Transit Agency incurs the applicable debt, shall be obligated to annually contribute its Local Transportation Funds (Government Code section 29530 et seq.), to the Transit Agency (whether the Member Agency remains a member or withdraws as a member of the Transit Agency).

Population figures shall be those published by the California Department of Finance. Transit service hour ratios shall be developed by TCAG or Transit Agency staff, as applicable, and shall be included as part of the Annual Budget.

Section 5: Transfer of Transit-Related Assets

Upon the effective date of this Agreement, each Member Agency shall consider the transfer to the Transit Agency, or retention, of the agency's existing transit-related assets. The terms and conditions for transfers and/or lease of assets shall be negotiated between the Transit Agency and applicable Member Agency. The Executive Director shall establish policies and procedures for maintaining assets and the use of assets necessary to provide public transportation services within its service area, including requirements for Transit Agency pre-approval of alterations and improvements.

Section 6: New Assets

Upon the effective date of this Agreement, the Transit Agency will become responsible for the purchase all new transit vehicles and related equipment, at a minimum, for the provision of services within its service area.

Section 7: Assignment of Federal Transit Administration (FTA) Contracts and Grant Application Authority

Subject to FTA and Transit Agency approval, Member Agencies may assign existing FTA contracts and policies, including contractual requirements, assurances, and responsibilities, over to the Transit Agency. The Executive Director shall be authorized to prepare, submit, and execute grant applications for the use of FTA operating, planning, and capital funds, as well as other state, federal, and local funds that may become available.

Section 8: Service Agreements

Upon the effective date of this Agreement, the Transit Agency shall work with Member Agencies to assume service agreements, if possible and feasible, for services necessary for the operation of the Transit Agency and for provision of service within its service area. Where service agreements cannot be assumed, the Transit Agency will work with contracting Member Agencies to utilize services until such time that the agreements are terminated, as necessary and appropriate. A Member Agency shall not enter into new transit service agreements as required for operation of the Transit Agency once its existing transit service agreements are terminated.

Section 9: Limitation of Financial Commitment

Except as provided in Article III, Section 4 of this Agreement, the Transit Agency shall not obligate Member Agencies to expenditure of general funds for transit purposes.

Section 10: Investment of Funds

Pursuant to California Government Code section 6509.5, the Transit Agency shall have the power to invest any money in the treasury pursuant to California Government Code section 6505.5 that is not re-

quired for the immediate necessities of the Transit Agency, as the Board determines is advisable, in the same manner and upon the same conditions as local agencies pursuant to California Government Code section 53601.

Article IV Miscellaneous provisions

Section 1: Treasurer and Auditor

Pursuant to California Government Code Section 6505.5, the County Treasurer and County Auditor of the County of Tulare are hereby designated as Treasurer and Auditor of the Transit Agency. As such, they shall have the powers, duties, and responsibilities as set forth in said section of the Government Code. The County shall be compensated for the services rendered. The amount and method of compensation agreed upon between the County and Transit Agency shall be set forth in the Annual Budget of the Transit Agency.

Section 2: Annual Audit

The Board shall cause an annual audit to be prepared and filed pursuant to California Government Code Section 6505. The Transit Agency shall pay the cost of such audit whether conducted by the County Auditor or an independent auditor.

Section 3: Official Bonds

Pursuant to California Government Code Section 6505.1, the Board shall require the official bonds be filed by any officers, employees, or agents, which have access to the property of the Transit Agency. The cost of said bonds shall be borne by the Transit Agency.

Section 4: Purchasing Procedures

The Board may establish purchasing procedures and policies to ensure the Transit Agency receives competitive prices for the lease or purchase of goods and services. Formal bidding shall not be required unless specifically directed by the Board or required by applicable state or federal law.

Section 5: Indemnification

The Transit Agency shall indemnify, defend, and hold harmless the Member Agencies, their officers, agents, and employees, and members of the Board of Directors, their officers, agents, and employees, and committee members, their officers, agents, and employees, from and against any and all claims and losses whatsoever, occurring or resulting to persons, firms, or corporations furnishing or supplying work, services, materials or supplies to the Transit Agency in connection with the performance of this Agreement, and, except as expressly provided by law, from any and all claims and losses accruing or resulting to any persons, firm or corporation, for damage, injury, or death arising out of or connected with the Transit Agency's performance of its obligations under this Agreement. Nothing herein shall limit the

right of the Transit Agency to purchase insurance or to create a self-insurance mechanism to provide coverage for the foregoing indemnity.

In this regard, the Member Agencies do not intend hereby to be obligated either jointly or severally for the debts, liabilities or obligations of the Transit Agency, except as may be specifically provided for in California Government Code Section 895.2 as amended or supplemented. Provided, however, if any Member Agency is, under such applicable law, held liable for the acts or omissions of the Transit Agency caused by negligent or wrongful act or omission occurring in the performance of this Agreement, then such parties shall be entitled to contribution from the other Member Agencies so that after said contributions each Member Agency shall bear a proportionate share of such liability, in ratios consistent with those provided for in Article III, section 4 above. This Section 5 of Article IV does not apply to acts or omissions of a Member Agency in implementing the public transit system approved by the Transit Agency within such Member Agency's boundaries and managed in whole or in part by such Member Agency.

Section 6: Privileges and Immunities

All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workmen's compensation, and other benefits which apply to the activity of officers, agents or employees of any Member Agency when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially under the auspices of the Transit Agency and the provisions of this Agreement.

Section 7: Finance or Refinance Acquisition of Transit Equipment

- a. Pursuant to California Government Code section 6518, the Transit Agency, without being subject to any limitations of any Party to the Agreement pursuant to California Government Code section 6509, may also finance or refinance the acquisition or transfer of transit equipment or transfer federal income tax benefits with respect to any transit equipment by executing agreements, leases, purchase agreements, and equipment trust certificates in the forms customarily used by a private corporation engaged in the transit business to effect purchases of transit equipment, and dispose of the equipment trust certificates by negotiation or public sale upon terms and conditions authorized by the parties to the agreement. Payment for transit equipment, or rentals therefor, may be made in installments, and the deferred installments may be evidenced by equipment trust certificates payable from any source or sources of funds specified in the equipment trust certificates that are authorized by the parties to the agreement. Title to the transit equipment shall not vest in the Transit Agency until the equipment trust certificates are paid.
- b. If the Transit Agency finances or refinances transit equipment or transfers federal income tax benefits with respect to transit equipment under subdivision (a), it may provide in the agreement to purchase or lease transit equipment any of the following:
 - (1) A direction that the vendor or lessor shall sell and assign or lease the transit equipment to a bank or trust company, duly authorized to transact business in the state as trustee, for the benefit and security of the equipment trust certificates.
 - (2) A direction that the trustee shall deliver the transit equipment to one or more designated officers of the Transit Agency.

- (3) An authorization for the Transit Agency to execute and deliver simultaneously therewith an installment purchase agreement or a lease of equipment to the Transit Agency.
- c. If the Transit Agency finances or refinances transit equipment or transfers federal income tax benefits with respect to transit equipment under subdivision (a), then it shall do all of the following:
 - (1) Have each agreement or lease duly acknowledged before a person authorized by law to take acknowledgments of deeds and be acknowledged in the form required for acknowledgment of deeds.
 - (2) Have each agreement, lease, or equipment trust certificate authorized by resolution of the Board.
 - (3) Include in each agreement, lease, or equipment trust certificate any covenants, conditions, or provisions that may be deemed necessary or appropriate to ensure the payment of the equipment trust certificate from legally available sources of funds, as specified in the equipment trust certificates.
 - (4) Provide that the covenants, conditions, and provisions of an agreement, lease, or equipment trust certificate do not conflict with any of the provisions of any trust agreement securing the payment of any bond, note, or certificate of the Transit Agency.
 - (5) File an executed copy of each agreement, lease, or equipment trust certificate in the office of the California Secretary of State, and pay the fee, as set forth in paragraph (3) of subdivision (a) of Section 12195 of the Government Code, for each copy filed
- d. The Transit Agency acknowledges that California Secretary of State may charge a fee for the filing of an agreement, lease, or equipment trust certificate under California Government Code section 6518. The agreement, lease, or equipment trust certificate shall be accepted for filing only if it expressly states thereon in an appropriate manner that it is filed under California Government Code section 6518. The filing constitutes notice of the agreement, lease, or equipment trust certificate to any subsequent judgment creditor or any subsequent purchaser.
- e. Each vehicle purchased or leased under California Government Code section 6518 shall have the name of the owner or lessor plainly marked on both sides thereof followed by the appropriate words "Owner and Lessor" or "Owner and Vendor," as the case may be.

Section 8: Issuance of Revenue Bonds or Other Debt

Pursuant to Article 2, commencing with section 6540, of Chapter 5 of Division 7 of Title 1 of the California Government Code and upon the affirmative authorization of each of the Member Agencies, the Transit Agency may issue revenue bonds or other forms of indebtedness, including refunding bonds, pursuant to that article to pay the cost and expenses of acquiring or constructing mass transit facilities or vehicles, including any or all expenses incidental thereto or connected therewith, and such expenses may include engineering, inspection, legal and fiscal agents' fees, costs of the issuance and sale of said bonds, working capital, reserve fund, and bond interest estimated to accrue during the construction period and for a period of not to exceed 12 months after completion of construction. The proceeds of the bonds shall be used only for the project provided for in the indenture pursuant to which such revenue bonds are issued. Pursuant to California Government Code section 6547.8, no Director shall be personally liable on the bonds or subject to any personal liability by reason of the issuance of bonds pursuant to

this authority. Pursuant to California Government Code section 6551, said revenue bonds shall not constitute a debt, liability, or obligation of any Member Agency unless that Member Agency has given its express written consent to such obligation.

Section 9: Insurance

The Transit Agency shall obtain insurance for all Directors and Member Agencies, including, but not limited to, directors and officers liability insurance, and general liability insurance, containing policy limits in such amounts as the Board shall determine will be necessary to adequately insure against the risks of liability that may be incurred by the Transit Agency.

Section 10: Dispute Resolution Procedures

This Section shall govern the resolution of all controversies or claims among or between the Parties, including those that may arise between the Transit Agency and a Member Agency, that arise from or are related to this Agreement and any modifications hereto (collectively, "Arbitrable Disputes"). Wherever this Agreement makes reference to any means of resolving Arbitrable Disputes among or between the Parties, and/or the Transit Agency and a Member Agency, the Parties agree to follow the meet and confer and mediation procedure described below prior to initiating any litigation to resolve the dispute. Pending the resolution of any dispute hereunder, the Transit Agency and each Party shall continue to perform or otherwise fulfill its obligations under the Agreement. For convenience, the parties to a particular dispute are referred to in this Article as the "Disputants" and may include one or more Member Agencies and /or the Transit Agency.

- a. **Opportunity to Cure.** Notwithstanding any other provision in this Agreement, no Disputant may terminate the Agreement or pursue any remedy for any breach of this Agreement without first giving the applicable Party written notice of such breach and a reasonable time, not less than thirty (30) days, within which to cure such breach.
- b. **Voluntary Resolution, Meet and Confer Obligation.** In recognition of the government-to-government relationships of the Parties, the Disputants will make their best efforts to resolve disputes that occur under this Agreement by good faith negotiations whenever possible. Therefore, without prejudice to the right of any Disputant to seek injunctive relief against the other(s) pursuant to this Section 10, subsection e., when circumstances are deemed to require injunctive relief, the Parties hereby establish a threshold requirement that disputes between or among the Disputants first be subject to a process of meeting and conferring in good faith in order to allow the opportunity to cure any breach of contract issue between or among the Disputants, and to foster a spirit of cooperation and efficiency in the administration and monitoring of performance and compliance by each other with the terms, provisions, and conditions of this Agreement, as follows:
 - (1) Any Disputant shall give the other applicable Disputant(s), as soon as possible after the event giving rise to the concern, written notice setting forth, with specificity, the issues to be resolved. Notice shall be provided consistent with Section 11 below. Said notice shall suggest a date, time and place for the meeting. The Disputants may jointly decide to meet at another time and place; provided, however, the Disputants agree that such meeting shall commence within fifteen (15) calendar days after the date that the origi-

nal notice was given to the applicable Party, unless the Disputants agree that there is good cause to extend this time limit.

- (2) The Disputants agree that the meet and confer, including proceedings or discussions concerning the proposed meet and confer, is to be considered a confidential settlement negotiation for the purpose of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence. All conduct, statements, promises, offers, views and opinions, oral or written, made during a meet and confer by any Party or a Party's agent, employee, or attorney shall be deemed to be confidential and shall not be subject to discovery or be admissible for any purpose, including impeachment, in any litigation or other proceeding, including mediation, involving the Disputants; provided, however, that evidence otherwise subject to discovery or otherwise admissible is not excluded from discovery or admission into evidence simply as a result of it having been used in connection with the meet and confer.
 - (3) Absent mutual consent of the Disputants, if a noticed meeting fails to commence within the fifteen (15) calendar day period, or if a reasonable attempt to schedule or reschedule the meeting has not been made within those fifteen (15) calendar days, then the meet and confer obligation imposed under this Section shall be deemed to have been satisfied and the Disputants shall be free to pursue their rights and remedies under this Section 10, unless the reason for such failure to meet and confer is the refusal of the Party asserting a claim to participate in the meet and confer, in which event said claim will be deemed to have been waived.
 - (4) If the dispute is not resolved to the satisfaction of the Disputants within thirty (30) calendar days after the first meeting, then upon the written request of any Disputant, the dispute may be submitted to non-binding mediation in accordance with Subsection c of this section ("Mediation Request"). The disputes submitted to non-binding mediation shall be limited to claims that this Agreement has been breached by one or more Disputants or the Transit Agency.
- c. **Mediation.** In the event a dispute arising under this Agreement is not resolved through the above-described meet and confer process, then within thirty (30) days after notice is provided through a Mediation Request, the Disputants to the dispute agree to participate in non-binding mediation administered by a mediator, mutually agreed to by the Disputants, to help mediate and settle the dispute as soon as practicable. The mediation shall proceed as follows:
- (1) The mediation shall be held at a mutually agreeable location within Tulare County, California.
 - (2) The Disputants shall work together to select a single mediator, but if the Disputants cannot agree on a mediator within forty-five (45) calendar days of the Mediation Request, then each Disputant will provide the others with three (3) names of proposed mediators based on substantive and procedural knowledge, availability, and location. Each Disputant will have an opportunity to strike one (1) name from the list provided by the other Disputants and rank the remaining two (2) names 1-2, with one (1) being the most favorable. The Disputants shall then exchange lists of proposed mediators and the ranking numbers from each Disputant will be added together; the proposed mediator whose combined ranking number is the lowest, which is most favorable, will be deemed

to have been chosen to serve as mediator for the particular dispute (the "Mediator"). If any Disputant fails to act within the forty-five (45) calendar day period, then the mediator shall be appointed by Fresno, California office of the American Arbitration Association ("AAA") in accordance with applicable AAA Commercial Arbitration Rules for large, complex commercial disputes.

- (3) The Mediator shall meet with and hear presentations by the Disputants as soon as practicable after appointment.
 - (4) Mediation will be conducted consistent with California Evidence Code Sections 1115-1129, this Section 10, and, to the extent practicable, the Commercial Mediation Procedures of the American Arbitration Association ("AAA"). The Mediator shall owe a professional duty to all Disputants, and shall be barred from testifying in any litigation or arbitration concerning any information obtained or disclosed in the course of the mediation.
 - (5) Each Disputant shall bear its own costs and attorneys' fees, and an equal proportionate share of all fees and expenses of the Mediator.
 - (6) Unless otherwise agreed upon by the Disputants in writing, the mediation shall be completed within ninety (90) days of the selection of the Mediator.
 - (7) The Mediator's recommendations shall not be binding on or admissible against any Disputant. The Arbitrable Dispute shall be resolved in accordance with the litigation provisions set forth in Subsection d. below if: (1) a Disputant elects to reject the Mediator's recommendations; or (2) the Mediator does not meet with the Disputants.
 - (8) The Disputants agree that the mediation, including proceedings or discussions concerning the mediation, is to be considered a confidential settlement negotiation for the purpose of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence. All conduct, statements, promises, offers, views and opinions, oral or written, made during the mediation by any Disputant or a Disputant's agent, employee, or attorney shall be deemed to be confidential and shall not be subject to discovery or admissible for any purpose, including impeachment, in any litigation or other proceeding involving the Disputants; provided, however, that evidence otherwise subject to discovery or admissible is not excluded from discovery or admission into evidence simply as a result of it having been used in connection with the mediation.
- d. **Litigation.** Following the satisfaction of the meet and confer and mediation requirements, any controversy(ies) or claim(s) arising out of or relating to this Agreement that was not resolved during the meet and confer or mediation process (as applicable) may be resolved through litigation by or among the Disputants.
- e. **Expedited Procedure for Threats to Public Safety**
- (1) **Judicial Litigation.** If any Disputant reasonably believes that another Disputant's violation of this Agreement has caused or will cause an imminent and significant threat to public health or safety, resolution of which cannot be delayed for time periods otherwise specified in this Section 10, then the complaining Disputant may proceed with judicial litigation consistent with the provisions of this Section 10.
 - (2) The Parties consent to the jurisdiction of the Tulare County Superior Court for purposes of obtaining declaratory relief and specific performance under this Subsection.

Section 11: Notice

All notices required by this Agreement will be deemed to have been given when made in writing and personally delivered or mailed to the respective representatives of Parties at their respective addresses on file with the Transit Agency. Any Party may change the address to which such communications are to be given by providing the other Parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change. All notices will be effective upon receipt and will be deemed received through delivery if personally served, or on the fifth (5th) day following deposit in the mail.

Section 12: No Third Party Beneficiaries and No Assignment

This Agreement is not intended to, and will not be construed to, confer a benefit or create any right for any person or entity that is not a Party. The Parties agree that this Agreement and any of the obligations of the Parties under this Agreement may not be assigned to any third party and that no third party possesses the right or power to bring an action to enforce any of the terms of this Agreement.

Section 13: Waiver

The waiver by any Party or any of its officers, agents or employees or the failure of any other Party or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement, shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

Section 14: Authorized Representatives

The persons executing this Agreement on behalf of the Parties hereto affirmatively represent that each has the requisite legal authority to enter into this Agreement on behalf of their respective Parties and to bind their respective Parties to the terms and conditions of this Agreement. The persons executing this Agreement on behalf of their respective Parties understand that all Parties are relying on these representations in entering into this Agreement.

Section 15: Successors in Interest

The terms of this Agreement will be binding on all successors in interest of each Party.

Section 16: Severability

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. The Parties shall en-

deavor in good faith negotiations to replace the prohibited or unenforceable provision with a valid provision, with the economic effect of which comes as close as possible to that of the prohibited or unenforceable provision in accordance with Article IV, section 10 of this Agreement.

Section 17: Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter, and supersedes all prior negotiations, representations, or other agreements, whether written or oral. In the event of a dispute among the Parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement will be deemed to have been drafted by the Parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any Party to this Agreement. Headings contained in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 18: Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

Section 19: Counterparts

The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGES]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

COUNTY OF TULARE

By _____
Chair, Board of Supervisors

Attest: Jason T Britt, County Administrative Of-
ficer/Clerk of the Board of Supervisors

By _____

Approved as to Form:
COUNTY COUNSEL

By _____
Deputy (Matter No. 20192039)

CITY OF DINUBA

By _____
Mayor

Attest:

By _____
Dinuba City Clerk

Approved as to Form:

By _____
Dinuba City Attorney

CITY OF EXETER

By _____
Mayor

Attest:

By _____
Exeter City Clerk

Approved as to Form:

By _____
Exeter City Attorney

CITY OF FARMERSVILLE

By _____
Mayor

Attest:

By _____
Farmersville City Clerk

Approved as to Form:

By _____
Farmersville City Attorney

CITY OF LINDSAY

By _____
Mayor

Attest:

By _____
Lindsay City Clerk

Approved as to Form:

By _____
Lindsay City Attorney

CITY OF PORTERVILLE

By _____
Mayor

Attest:

By _____
Porterville City Clerk

Approved as to Form:

By _____
Porterville City Attorney

CITY OF TULARE

By _____
Mayor

Attest:

By _____
Tulare City Clerk

Approved as to Form:

By _____
Tulare City Attorney

CITY OF VISALIA

By _____
Mayor

Attest:

By _____
Visalia City Clerk

Approved as to Form:

By _____
Visalia City Attorney

CITY OF WOODLAKE

By _____
Mayor

Attest:

By _____
Woodlake City Clerk

Approved as to Form:

By _____
Woodlake City Attorney

STAFF REPORT



TO: LINDSAY CITY COUNCIL
DATE: June 23, 2020
AGENDA #: 6
FROM: Joseph M. Tanner, City Manager

Contract Amendment Between the City of Lindsay and Jimora Enterprises for the Friday Night Market

ACTION Approve by minute order

PURPOSE

- Statutory/Contractual Requirement*
- Council Vision/Priority*
- Discretionary Action*
- Plan Implementation*

OBJECTIVE(S)

- Live in a safe, clean, comfortable and healthy environment.
- Increase our keen sense of identity in a 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 self-reliant city government that provides effective, basic services.

RECOMMENDATION

Staff is recommending approval by minute order a modified payment schedule for Jimora Enterprises for remaining season of this year's Friday Night Market due to conditions created by COVID-19.

BACKGROUND | ANALYSIS

The COVID-19 pandemic is impacting all businesses, non-profits and governments around the globe. The virus is affecting the economy and normal life as we know it. In response, on recommendation from County Health Department the Market has been suspended since March 12th, 2020.

Staff has met with representatives from the Jimora and discussed their plan to keep the public safe including space between vendors, crowd control, reduction of vendors and social distancing enforcement. Live music has been canceled to reduce gatherings.

Given the requirements to hold a safe public event it is highly unlikely that same number of vendors and members of the public attend the event. Staff feels that this event is very important to the community and therefore has negotiated a reasonable and equitable solution. Based on the number of vendors the City would collect revenue based on that percentage. For example, if the Market has 50% of the vendors it had on March 6th, the City would collect 50% of the normal amount per the contract. The same would also apply to any equipment rented from the City.

STAFF REPORT



TO: LINDSAY CITY COUNCIL
DATE: June 23, 2020
AGENDA #: 6
FROM: Joseph M. Tanner, City Manager

All other provisions within the contract will remain the same.

BENEFIT TO OR IMPACT ON CITY RESOURCES

It is expected that revenue generated from the Market will be reduced by 50% for the remainder of the season.

ENVIRONMENTAL REVIEW

Not required by CEQA
 If required by CEQA:

POLICY ISSUES

No policy issues
 Policy issues:

PUBLIC OUTREACH

Posted in this agenda
 Additional public outreach:

ATTACHMENTS

- Contract for Market Operations
- Plan of Action



CONTRACT FOR MARKET OPERATIONS

City of Lindsay and Jimora Enterprises

EFFECTIVE DATE

The effective date of this *amended* contract is: *April 26, 2019*. New text is shown in italics.

PARTIES

This agreement is made and entered into this *24th day of April, 2019* by and between the City of Lindsay, a Charter City of the State of California, hereinafter referred to as "CITY", and Jimora Enterprises, a private company, duly organized and existing under and by virtue of the laws of the State of California, hereinafter referred to as "JIMORA ENTERPRISES".

DESIGNATION	"CITY"	"JIMORA ENTERPRISES"
LEGAL NAME	City of Lindsay	Jimora Enterprises
DOING BUSINESS AS NAME	City of Lindsay	Jimora Enterprises
ADDRESS	251 E. Honolulu Street P.O. Box 369 Lindsay, CA 93247	
PHONE NUMBER	(559) 562-7102 x 8011	
MAIN CONTACT	Bret Harmon	

SCOPE OF SERVICES

JIMORA ENTERPRISES shall coordinate a Friday Night Market (Market) within the City of Lindsay in an area defined by CITY. The parties desire to enter into an agreement whereby JIMORA ENTERPRISES will provide staff and will carry out the applicable services for the Market. Services shall include, but are not limited to those described herein:

- 1) JIMORA ENTERPRISES agrees to provide market services as described in Exhibit A: JIMORA ENTERPRISES' proposal.
- 2) JIMORA ENTERPRISES shall maintain the downtown area and all improvements used in conjunction with the Market in a safe and sanitary condition. Maintenance shall include the following at a minimum; however, CITY reserves the right to amend the responsibilities or frequency of action depending upon effectiveness of the cleaning/maintenance action.
 - a. Upon vendor setup and periodically during the Market event, all Market-affected areas shall be inspected by JIMORA ENTERPRISES staff for dangerous conditions and/or hazards, hidden or otherwise. JIMORA ENTERPRISES staff shall make reasonable efforts to repair and/or notify CITY of any discovered dangerous or hazardous conditions. In no case shall the public be permitted to be in proximity of a known hazard.
 - b. Trash shall be removed and managed as it pertains to the Friday Night Market and its vendors. This shall include emptying trash receptacles and maintaining restrooms.



CONTRACT FOR MARKET OPERATIONS

City of Lindsay and Jimora Enterprises

- c. Cleanup shall occur during and following every Market event. In no instance shall trash be allowed to accumulate. Cleanup shall include sweeping, operating leaf blowers and picking up trash as needed. In no case shall trash be present after 10am Saturday, following a Market event. The operation of leaf blowers should take into account the impact of noise on nearby residents, especially during evening and early morning hours.
 - d. Sidewalks affected by Market activities and other areas identified by CITY shall be pressure washed just prior to the first Market of the season and monthly thereafter throughout the Market season. A final pressure washing shall occur following the last market of the season. This process shall be evaluated by CITY and the schedule confirmed or adjusted in frequency and scope as needed.
 - e. The JIMORA ENTERPRISES shall provide appropriate waste receptacles as needed. Nothing shall be dumped into or onto storm drain inlets, planters, gutters or grass/shrub/dirt areas. Only proper waste receptacles shall be used.
 - f. Bulk waste cooking grease receptacles for food vendors shall be obtained and managed by the JIMORA ENTERPRISES.
 - g. Damages due to actions and/or negligent supervision of JIMORA ENTERPRISES and/or activities of the vendors and its customers shall be the responsibility of the JIMORA ENTERPRISES to repair or replace or to reimburse for costs associated with the repair or replacement.
- 3) *JIMORA ENTERPRISES agrees that a local brick-and-mortar business, including a service provider, store or restaurant, fronting onto the Market area shall not be charged a vendor fee for Market participation when selling what is routinely sold from that business. To qualify, the business must front onto the Market area, be open a minimum of five days per week and provide said service, merchandise or food item(s) for sale to the general public routinely throughout those five days. A local brick-and-mortar business may also sell services, merchandise or food item(s) not routinely sold from their business; however, said business shall be subject to the same Market vendor fees, restrictions and requirements applying to itinerant vendors.*
 - 4) *JIMORA ENTERPRISES agrees that non-profit and not-for-profit organizations providing information, collecting signatures or seeking donations approved by the City shall not be charged a vendor fee for Market participation. JIMORA ENTERPRISES may, at its sole discretion, limit the number of organizations participating in the Market at any given time and limit the number of Market sessions in which a specific non-profit and not-for-profit organization may participate.*
 - 5) JIMORA ENTERPRISES agrees that it will comply with all applicable laws, ordinances, and rules imposed by CITY, State and Federal agencies.

TERM

The term of the agreement is from the effective date to thirty-six (36) months from the effective date. The parties may renew this Agreement on an annualized basis, following the initial thirty-six-month term. This Agreement may be terminated by either party by giving sixty (60) days prior written notice to the other.



REVENUE SHARING

During the first twelve (12) months of operation, JIMORA ENTERPRISES shall pay CITY \$2,000 per Market session. During months thirteen (13) through (24) of operation, JIMORA ENTERPRISES shall pay CITY \$2,500 per Market session. During months twenty-five (25) and thirty-six (36) of operation, JIMORA ENTERPRISES shall pay CITY \$3,000 per Market session.

CITY reserves the right to authorize session-specific reductions to the per-Market-session fee for mitigating circumstances. JIMORA ENTERPRISES shall meet with CITY to petition for any such session-specific reductions.

INSURANCE

JIMORA ENTERPRISES shall procure and maintain at JIMORA ENTERPRISES's own cost and expense for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by the JIMORA ENTERPRISES, its agents, representatives, employees, or sub-contractors.

The City of Lindsay shall be named as additional insured under such insurance policies and JIMORA ENTERPRISES shall provide CITY with Certificates of Insurance evidencing such insurance and proof of payment of insurance premiums. JIMORA ENTERPRISES must notify CITY within 24 hours of any cancellations of such insurance policies.

Without in any way affecting the indemnity provided, JIMORA ENTERPRISES shall secure before commencement of the work and throughout the contract the following types and amounts of insurance:

Minimum Limits of Insurance

JIMORA ENTERPRISES shall obtain insurance of the types and in the amounts described below:

- Commercial General Liability Insurance
 - JIMORA ENTERPRISES shall maintain commercial general liability (CGL) with a limit of not less than \$1,000,000 each occurrence/\$2,000,000 in the annual aggregate.
- Business Auto Liability Insurance
 - JIMORA ENTERPRISES shall maintain business auto liability with a limit of not less than \$1,000,000 each accident.
- Workers' Compensation and Employer's Liability Insurance
 - JIMORA ENTERPRISES shall maintain workers' compensation insurance as required by the State of California and Employer's Liability Insurance in the amount of \$1,000,000 per accident for bodily injury or disease.
- Property Damage
 - JIMORA ENTERPRISES shall maintain broad form property damage insurance, to include fire legal liability with a limit of not less than \$50,000 per occurrence.
- Minimum Scope of Insurance
 - CGL insurance shall be written on Insurance Services Office form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations,



CONTRACT FOR MARKET OPERATIONS

City of Lindsay and Jimora Enterprises

- independent JIMORA ENTERPRISESs, products-completed operations, personal injury and advertising injury liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and explosion, collapse and underground hazards.
- Business Auto Insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be written on Insurance Services Office form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.
 - Deductibles and Self-Insured Retentions
 - Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, or volunteers; or the JIMORA ENTERPRISES shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigation, claim administration and defense expenses.
 - Other Insurance Provisions
 - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - CITY, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the JIMORA ENTERPRISES; and with respect to liability arising out of work or operations performed by or on behalf of the JIMORA ENTERPRISES including materials, parts or equipment furnished in connection with such work or operations. Under the CGL policy, using the Insurance Services Office additional insured endorsement form CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. City and other additional insureds mentioned in this paragraph shall not, by reason of their inclusion as additional insureds, become liable for any payment of premiums to carriers for such coverage.
 - For any claims related to this project, the JIMORA ENTERPRISES's insurance coverage shall be primary as respects CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officers, officials, employees, or volunteers shall be excess of the JIMORA ENTERPRISES's insurance and shall not contribute with it.
 - Workers' Compensation and Employer's Liability
 - The insurer shall agree to waive all rights of subrogation against CITY, its officers, officials, employees, and volunteers for losses arising from activities and operations of JIMORA ENTERPRISES in the performance of services under the contract.
 - All Coverages
 - Each insurance required by this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to CITY as set forth in the notice requirement of this Agreement.
 - If JIMORA ENTERPRISES, for any reason, fails to maintain insurance coverage that is required pursuant to this Contract, the same shall be deemed a material breach of contract. CITY, at its sole



option, may terminate this Contract and obtain damages from the JIMORA ENTERPRISES resulting from said breach.

- Acceptability of Insurers
 - Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:6 unless otherwise approved by CITY.
- Verification of Coverage
 - JIMORA ENTERPRISES shall furnish CITY with original certificates and amendatory endorsements effecting coverage required by this section. The certificates and endorsements for each policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements should be on forms provided by CITY or on other than CITY's forms, provided those forms and endorsements conform to the requirements. All certificates and endorsements are to be received and approved by CITY before work commences. CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.
- Sub-Contractors
 - JIMORA ENTERPRISES shall include all sub-contractors as insureds under its policies or shall furnish separate certificates and endorsements for each sub-contractor. All coverages for sub-contractors shall be subject to all requirements stated herein.

INDEMNIFICATION

The City of Lindsay shall not be liable for any damage, loss or injury to the person, property or effects of JIMORA ENTERPRISES or of any agent, servant, employee, contracted staff, volunteer or patron of JIMORA ENTERPRISES on, in or about the Friday Night Market activities other than through the negligence attributable to CITY. JIMORA ENTERPRISES agrees to indemnify, protect, and hold harmless CITY against any and all such damages, cost, attorney's fees or employees.

JIMORA ENTERPRISES shall carry workers' compensation insurance for all its employees in accordance with workers' compensation laws of the State of California. JIMORA ENTERPRISES will indemnify CITY, its officials and employees against, and hold them harmless from, any and all liability for damages on account of injury to persons or damage to property resulting from or arising out of or in any way connected with the performance by JIMORA ENTERPRISES of this Agreement, and reimburse CITY, its officials and employees for all costs, expenses and losses incurred by them in consequence of any claims, demands and/or causes of action which may be brought against them arising out of the performance by JIMORA ENTERPRISES of this Agreement.

JIMORA ENTERPRISES agrees to indemnify and hold the City of Lindsay harmless from any liability, claims, or damages arising out of or in any way connected with JIMORA ENTERPRISES's performance.

JIMORA ENTERPRISES shall furnish CITY with a Certificate of Insurance with limits of at least \$1,000,000.00 for bodily injuries on each occurrence and \$1,000,000.00 for property damage on each occurrence. The Certificate of Insurance shall state that the contractual liability assumed under this Agreement is covered and shall provide that



CONTRACT FOR MARKET OPERATIONS

City of Lindsay and Jimora Enterprises

ten (10) days' notice of cancellation or reduction in coverage shall be given to CITY. Certificates of said coverages shall be filed with the City Clerk before any work commences related to the Market.

GENERAL PROVISIONS

CITY may terminate this Agreement at any time if it determines that one or more of the following conditions exist:

- 1) JIMORA ENTERPRISES fails to comply with any term or condition of this Agreement.
- 2) JIMORA ENTERPRISES improperly performs any of the services to be performed pursuant to this Agreement.

No termination shall occur until and unless CITY shall first provide JIMORA ENTERPRISES with written notice specifying the grounds for such proposed termination and providing JIMORA ENTERPRISES, if appropriate, with reasonable time to correct such violation. Should JIMORA ENTERPRISES fail or refuse to act within the time specified to correct any such violation, CITY may thereafter terminate this Agreement by giving JIMORA ENTERPRISES written notice thereof.

SIGNATURES


IN WITNESS WHEREOF the Parties to this Agreement have dully affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 24th day of April 2019.

CITY OF LINDSAY

JIMORA ENTERPRISES



 William Zigler, City Manager



 Susana Mora, Principal

ATTEST:



 City Clerk



CONTRACT FOR MARKET OPERATIONS

City of Lindsay and Jimora Enterprises

EXHIBIT A

JIMORA ENTERPRISES's Proposal

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

State Of California
County Of Tulare

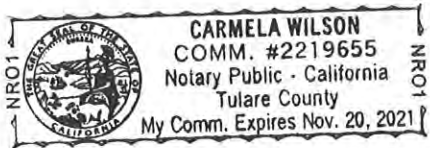
On 4-24-2019 before me, CARMELA WILSON Notary Public

personally appeared William Ziegler and Susana Mena

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

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

WITNESS my hand and official seal.



Carmela Wilson Notary
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title of Type of Document: _____

Document Date: _____ Number of Pages - - including Notary Page

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

- | | |
|--|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Individual |
| <input type="checkbox"/> Corporate Officer
Title(s) | <input type="checkbox"/> Corporate Officer
Title(s) |
| <input type="checkbox"/> Partner <input type="checkbox"/> Limited <input type="checkbox"/> General | <input type="checkbox"/> Partner <input type="checkbox"/> Limited <input type="checkbox"/> General |
| <input type="checkbox"/> Attorney-in-Fact | <input type="checkbox"/> Attorney-in-Fact |
| <input type="checkbox"/> Trustee | <input type="checkbox"/> Trustee |
| <input type="checkbox"/> Guardian or Conservator | <input type="checkbox"/> Guardian or Conservator |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ |

Signers is Representing: _____

Signers are Representing: _____

Plan of Action

Space Distance of Vendors

1. Because the spaces in and of themselves are 10 feet across, we meet the standard of 6 feet apart for social distancing of vendors. All vendors will be required to set up barriers in front of their space with their merchandise to maintain the required six feet away from their customers.

Crowd Control

2. Our team of professionally trained guards are very experienced in crowd control. Whatever is necessary will be done to ensure crowds do not gather and social distancing is effective.

Reduction of Vendors

3. Due to the pandemic, many vendors have had to move on to other sources of employment. Our numbers will be reduced by 25 to 50 percent.

Social Distancing Enforcement

4. Signage will be in place to remind people to social distance, in addition to our security team to social distance and to remind them to frequently wash their hands at any one of our Hand Wash Units that are strategically placed around the market. There will be 4 additional units to our two plus the public restrooms for a total of 8 units.

Spacing of Canopies

5. Refer to Question #1

Musical Entertainment

6. We will not have any DJ's or musical groups as entertainment at this time to discourage gatherings of people in near proximity to each other.

STAFF REPORT



TO: LINDSAY CITY COUNCIL
DATE: June 23, 2020
AGENDA #: 7
FROM: Joseph Tanner, City Manager

Fiscal Year 2020-2021 Budget Calendar Update

ACTION Approve by minute order

PURPOSE Statutory/Contractual Requirement

 Council Vision/Priority

 Discretionary Action

 Plan Implementation

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

 Increase our keen sense of identity in a 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 self-reliant city government that provides effective, basic services.

RECOMMENDATION

Staff recommends that the City Council receive FY 2020/2021 Budget Calendar.

BACKGROUND | ANALYSIS

The emergence and continuing presence of COVID-19 has caused a significant deviation from previously anticipated budget projections. Sales tax, property tax, hotel tax, permits, Wellness Center memberships will be affected negatively. Most, if not all, revenues will be negatively impacted at different points of the upcoming fiscal year. The City of Lindsay is dependent on property taxes, sales tax, and utility taxes, which provides more stability and gives the City time to prepare and adjust as we learn more about the impacts. Without knowing the dept and width of COVID-19, it is very difficult to know for certain. However, during the Council meeting, staff will present some scenarios for the public and the Council to review. Staff has taken steps to mitigate the impacts of COVID-19 and is requesting emergency assistance from FEMA.

BENEFIT TO OR IMPACT ON CITY RESOURCES

This item is informational only.

ENVIRONMENTAL REVIEW

Not required by CEQA

 If required by CEQA:

POLICY ISSUES

No policy issues

STAFF REPORT



TO: LINDSAY CITY COUNCIL
DATE: June 23, 2020
AGENDA #: 7
FROM: Joseph Tanner, City Manager

PUBLIC OUTREACH

- Posted in this agenda
 Additional public outreach:

ATTACHMENTS

- Letter from City Attorney Mario Zamora detailing procedure for the adoption of an operating budget after the end of the fiscal year.
- Updated Budget Calendar

Robert M. Dowd*
Robert W. Gin*†
Jim D. Lee†
Jeffrey L. Levinson*
Raymond L. Carlson
Ty N. Mizote*
Michael R. Johnson*
Mario U. Zamora*
Andrew J. Brownson
Jared C. Kapheim
Megan N. Dodd
Anthony J. Miranda
Christina G. Di Filippo

*A Professional Corporation
†Of Counsel

GRISWOLD LaSALLE

COBB DOWD & GIN LLP

Lyman D. Griswold
(1914-2000)

Michael E. LaSalle
(Retired)

Steven W. Cobb
(1947-1993)

ATTORNEYS

A California Limited Liability Partnership including Professional Corporations

111 E. SEVENTH STREET
HANFORD, CA 93230

Telephone: (559) 584-6656
www.griswoldlasalle.com
Facsimile: (800) 948-6085
zamora@griswoldlasalle.com

June 16, 2020

VIA ELECTRONIC MAIL ONLY

jtanner@lindsay.ca.us

Joe Tanner

City of Lindsay

Re: *Lindsay Budget Adoption After the Commencement of the New Fiscal Year*

Dear Joe:

California Government Code Section 7900 provides budget requirements for counties, but there is no explicit requirement parallel in state law for a California city to adopt a budget. However, many cities like Lindsay set a requirement to do so through a charter or ordinance.¹

Lindsay's Charter indicates that the City Council must adopt the budget on or before the last day of the last month of the fiscal year currently ending. If the Council fails to adopt the budget by the date prescribed in the Charter, then the budget as recommended by the City Manager goes into effect. Lindsay Charter Section 8.05. The Lindsay Municipal Code ("LMC") Section 3.01.040 mirrors this and states that the City Council shall adopt the budget on or before the last day of the last month of the fiscal year currently ending. If the council fails to adopt the budget by the date prescribed in the code, then the budget as recommended by the city manager shall go into effect.

The language of the LMC and California Government Code would support a strategy of moving forward temporarily without a council adoption of the proposed budget. Your recommended plan, as is, would go into effect and subsequently any changes needed to the budget whether to increase or decrease expenditures, including emergency expenditures, would need to happen through the standard City process of amending a budget under Lindsay Charter Section 8.06 (A-E) and LMC Section 3.01.050.

We recommend bringing your recommended budget to the council as soon as possible, with the understanding that an adopted budget will follow in the coming weeks.

Please do not hesitate to contact our office if you have any questions.

Sincerely,

GRISWOLD, LaSALLE, COBB,
DOWD & GIN, LLP

By: 
MARIO U. ZAMORA

MUZ\sv

¹ California Gov. Code Section 37200 recognizes this discretionary practice stating, "If the legislative body adopts an annual budget, the budget document shall include the appropriations limit and the total annual appropriations subject to limitation as determined pursuant to Division 9 (commencing with Section 7900) of Title 1."

Council Meeting	6/23/2020	Present updated Budget Calendar for fiscal year 2020-2021
Council Meeting	7/14/2020	Present DRAFT FY21 Five Year Capital Improvement Plan to Council Present DRAFT Budget to Council for consideration and input
	7/15/2020	Staff meeting with City Manager to discuss Council input/adjustment of DRAFT budget
Council Meeting	7/28/2020	Present FINAL FY21 Opeartions Budget with all applicable schedules for departmental goals, staffing/benefits, debt, transfers, CIP schedules, etc Formal adoption of fiscal year 2020-2021 budget